



**CITY OF
WIMBERLEY**

REGULAR CITY COUNCIL MEETING PACKET

**Thursday, June 17, 2021
6:00 p.m.**



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER DRIVE, WIMBERLEY, TEXAS 78676
THURSDAY, JUNE 17, 2021 – 6:00 P.M.

AGENDA

1. **CALL TO ORDER** June 17, 2021 at 6:00 p.m.
2. **CALL OF ROLL** City Secretary, Laura Calcote
3. **INVOCATION** Chapel in the Hills Reverend, Jim Denham
4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
5. **CITIZENS COMMUNICATIONS**
The City Council welcomes comments from the general public on issues and items of concern, not on this agenda. Those wishing to speak must sign-in before the meeting begins and observe a three-minute time limit when addressing Council. Speakers will have one opportunity to speak during the time period. Speakers desiring to speak on an agenda item will be allowed to speak when the agenda item is called. Inquiries about matters not listed on the agenda will either be directed to staff or placed on a future agenda for Council consideration. Comments from speakers should not be directed towards any specific member of City Council or City staff. Comments should not be accusatory, derogatory or threatening in nature.
6. **BOARD, COMMISSION, COMMITTEE REPORT**
Report from the Parks and Recreation Board (*Chairperson, Anthony Deringer*)
7. **PROCLAMATION**
A proclamation of the City of Wimberley, Texas recognizing June 19, 2021, as Juneteenth. (*Place Three Council Member, Christine Byrne*)
8. **PRESENTATION AND POSSIBLE ACTION**
Presentation and consider possible action to approve the Wings Over Wimberley Event set for October 1st and 2nd, 2021. (*Wimberley Valley Arts and Cultural Alliance*)
9. **CONSENT AGENDA**
 - 9.1. Approval of minutes from the Regular City Council Meeting held June 3, 2021.
 - 9.2. Approval of the April 2021 City of Wimberley Financial Statements.

- 9.3. Approval of Mayor Gina Fulkerson's appointment of David Hester to the Planning and Zoning Commission.
- 9.4. Approval of Place One Council Member Rebecca Minnick's reappointment of Anthony Deringer to the Parks and Recreation Board.
- 9.5. Approval of Place One Council Member Rebecca Minnick's reappointment of Chris Sheffield to the Transportation Advisory Board.
- 9.6. Approval of Place Three Council Member Christine Byrne's reappointment of Kelley Shand to the Parks and Recreation Board.
- 9.7. Approval of Place Three Council Member Christine Byrne's reappointment of Lindsey Deringer to the Transportation Advisory Board.
- 9.8. Approval of Place Five Council Member David Cohen's reappointment of Trey Cooksey to the Parks and Recreation Board.
- 9.9. Approval of Place Five Council Member David Cohen's reappointment of Ben O'Kane to the Transportation Advisory Board.
- 9.10. Approval of Place Five Council Member David Cohen's reappointment of Tim Dodson to the Planning and Zoning Commission.

10. CITY STAFF REPORT

City Administrator Report regarding City finances (*City Administrator, Mike Boese*)

11. PUBLIC HEARING AND POSSIBLE ACTION

Hold a public hearing and consider possible action regarding case CUP-21-015, an application for a Conditional Use Permit to allow for the operation of a Vacation Rental (STR2) on a property located at 204 Spoke Lane, Wimberley, Hays County, Texas.
(*Applicant: R. Reed Berry*)

12. DISCUSSION AND POSSIBLE ACTION

- 12.1. Discuss and consider possible action regarding the status of the Central Wimberley Wastewater Project. (*Project Manager, Craig Fore*)
- 12.2. Discuss and consider possible action to receive direction from City Council regarding a proposal to change the notification area for Vacation Rentals (STR2) from 200 feet to 400 feet. (*P&Z Commissioner, Philip McBride*)
- 12.3. Discuss and consider possible action to award a bid in the amount of \$155,569.73 from Lone Star Sitework, LLC for the Little Ranches Roadway Rehabilitation Project. (*City Engineer, Chad Gilpin & Public Works Superintendent, John Provost*)

12.4. Discuss and consider possible action regarding Resolution No. 07-2021, authorizing an amendment to the 2020/2021 Operating Budget (Budget Amendment No. 9), providing for the transfer of funds within the Blue Hole – Unobligated Fund Balance to the Blue Hole Operating Administration Account Number 200-52-6794 (Capital Outlay) and providing for an effective date. *(Parks Director, Richard Shaver)*

12.5. Discuss and consider possible action regarding Resolution No. 08-2021, providing comments toward Groundwater Management Area 9 joint planning to adopt desired future conditions; making findings of fact; and providing for related matters. *(Place Three Council Member, Christine Byrne)*

12.6. Discuss and consider possible action regarding the purchase of CivicPlus software. *(City Administrator, Mike Boese)*

12.7. Discuss and consider possible action regarding the creation of a bank account (Non-Interest-Bearing Checking Account) for the American Rescue Plan Act funds. *(City Administrator, Mike Boese)*

13. CITY COUNCIL REPORTS

13.1. Announcements

13.2. Future agenda items

14. 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.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

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, June 14, 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, the institution of slavery for African people in America began in 1616 with the landing of the first slaves on our shores and continued officially until President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and

WHEREAS, although this historic proclamation was issued in 1863, Texas slaves received word of liberation two and a half years later on June 19, 1865 after Union soldiers led by Major General Gordon Granger landed on Galveston Island and announced that all Texas slaves were free; “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property between former masters and slaves, and the connection heretofore existing between them becomes that between employer and hired labor.” and

WHEREAS, the 19th Day of June -- or Juneteenth -- became a day of jubilation and liberation for Texas slaves, and today is the oldest known celebration of the ending of slavery in our nation. Juneteenth commemorates African American freedom and emphasizes education and achievement. It is a day, a week, a month marked with celebrations, presentations, picnics and family gatherings. It is a time for reflection and rejoicing. It is a time for assessment, self-improvement and for planning the future. In cities across the country, people of all cultures, nationalities and religions are joining hands to truthfully acknowledge a period in our history that shaped and continues to influence our society today. Sensitized to the conditions and experiences of others, only then can we make significant and lasting improvements in our society; and

WHEREAS, the Honorable Al Edwards, a member of the Texas House of Representatives (Houston), authored and introduced H.B. 1016 in 1978 and on June 13, 1979 Governor William P. Clements signed a bill into law that made the Juneteenth Emancipation Day an official state holiday in Texas; and

WHEREAS, associations, businesses, cities, groups, individuals, and organizations such as the San Marcos Juneteenth Foundation Inc., Dunbar Heritage Association, City of Kyle, Dripping Springs Community Empowering Positive Change, Soulful Creations Tx, Voices at the Table (Wimberley), and others within the Hays County Community along with Hays County Historical Commission African American Heritage Committee will provide opportunities to reflect and rejoice in celebrating Juneteenth throughout the month of June with a variety of activities and events. and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Wimberley do hereby proclaim June 19, 2021 as:

JUNETEENTH

And call upon the people of Wimberley to join together in honor of this significant date to recognize the importance of Juneteenth to human freedom so cherished by the people of the United States.

IN WITNESS WHEREOF, we hereunto affix the seal of the City of Wimberley this the 17th day of June, 2021.

CITY COUNCIL OF WIMBERLEY, TEXAS

Gina Fulkerson, Mayor

Rebecca Minnick, Mayor Pro Tem/Place One

Teresa Shell, Place Two

Christine Byrne, Place Three

Jim Chiles, Place Four

David Cohen, Place Five



AGENDA ITEM:	Consent Agenda
SUBMITTED BY:	Laura Calcote, City Secretary
DATE SUBMITTED:	June 10, 2021
MEETING DATE:	June 17, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

- 9.1. Approval of minutes from the Regular City Council Meeting held June 3, 2021.
- 9.2. Approval of the April 2021 City of Wimberley Financial Statements.
- 9.3. Approval of Mayor Gina Fulkerson's appointment of David Hester to the Planning and Zoning Commission.
- 9.4. Approval of Place One Council Member Rebecca Minnick's reappointment of Anthony Deringer to the Parks and Recreation Board.
- 9.5. Approval of Place One Council Member Rebecca Minnick's reappointment of Chris Sheffield to the Transportation Advisory Board.
- 9.6. Approval of Place Three Council Member Christine Byrne's reappointment of Kelley Shand to the Parks and Recreation Board.
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- 9.9. Approval of Place Five Council Member David Cohen's reappointment of Ben O'Kane to the Transportation Advisory Board.
- 9.10. Approval of Place Five Council Member David Cohen's reappointment of Tim Dodson to the Planning and Zoning Commission.

REQUESTED ACTION

- Motion ☒
- Discussion ☐

Ordinance ☐

Resolution ☐

FINANCIAL

Budgeted Item ☐

Original Estimate/Budget: \$

Non-budgeted Item ☐

Current Estimate: \$

Not Applicable ☒

Amount Under/Over Budget: \$

STAFF RECOMMENDATION

Approval of 9.1. and 9.2.

ATTACHMENT/S

- June 3rd Regular City Council Meeting Minutes
- April 2021 Financial Statements
- David Hester's Application



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER DRIVE, WIMBERLEY, TEXAS 78676
THURSDAY, JUNE 3, 2021 – 6:00 P.M.

MINUTES

CALL TO ORDER

Mayor, Gina Fulkerson, called the meeting to order on June 3, 2021, at 6:00 p.m.

CALL OF ROLL

Council Members Present:	Gina Fulkerson	Mayor
	Rebecca Minnick	Place One
	Christine Byrne	Place Three
	David Cohen	Place Five

Council Members Absent:	Teresa Shell	Place Two
	Jim Chiles	Place Five

City Staff Present:	Mike Boese	City Administrator
	Laura Calcote	City Secretary
	Sarah Griffin	City Attorney

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.

PRESENTATION AND POSSIBLE ACTION

Presentation and consider possible action regarding purchase of FundView Software. (*City Administrator, Mike Boese*)

City Administrator, Mike Boese, presented the FundView Software proposal, including the system's security measures and modern technology features. Mr. Boese noted the software was cost effective and would advance the City's functionality in day-to-day operations. The total cost for system implementation and staff training would be \$13,600, with an annual software cost of \$10,000. There was discussion among Mr. Boese and Council relating to the cloud-based system and City financials in general.

Motion to approve the purchase of FundView Software, as presented, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Christine Byrne. Motion carried unanimously (3-0).

CONSENT AGENDA

Motion to approve the Consent Agenda, as presented, was made by Council Member Christine Byrne. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (3-0).

Approval of minutes from the Regular City Council Meeting held May 20, 2021.

CITY STAFF REPORT

City Administrator, Mike Boese, stated the City had received roughly \$145,000 from the TML insurance claim for the February 2021 winter storm damage to City facilities and noted around \$37,000 remained for any additional issues. Johnson Hall at the Wimberley Community Center still required some repairs. Additionally, Mr. Boese presented the draft Fiscal Year 2022 Budget Calendar for Council's review.

DISCUSSION AND POSSIBLE ACTION

- 9.1. Discuss and consider possible action regarding the status of the Central Wimberley Wastewater Project. *(Project Manager, Craig Fore)*
Project Manager, Craig Fore, reported the force main construction for north of the Cypress Creek should be completed in June, weather permitting, and noted Patriot Underground had brought in a second drilling rig to makeup for lost time due to recent rain conditions. Capital Excavation was waiting to remobilize to finish their portion of the Project. Furthermore, there was discussion between Council, City staff and Mr. Fore concerning the customer hook-up process and licensed plumbers in the area to assist with the task.
No action was taken on this item.
- 9.2. Discuss and consider possible action regarding a replacement generator for the lift station at Blue Hole Regional Park. *(Project Manager, Craig Fore)*
Central Wimberley Wastewater Project Manager, Craig Fore, stated 15-year-old, propane, lift/transfer station generator set at the Park had malfunctioned during the February 2021 winter storm and needed replacing. MCII Generator and Electric, LLC owner, Mac McCullough, addressed Council regarding the current generator and the proposed replacement generator, which would run on diesel, instead of propane. There was discussion relating to the generator notification system and the proposed cost for replacing the set, plus adding a walkway and stairway for the station.
Motion to approve the replacement of the lift/transfer station generator set at Blue Hole Regional Park in the amount of \$9,481.58 was made by Council Member Christine Byrne. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (3-0).
- 9.3. Discuss and consider possible action to extend the Professional Services Agreement between the City of Wimberley and Craig Fore for construction management until August 31, 2021, or when City accepts completion of the Central Wimberley Wastewater Project. *(Mayor, Gina Fulkerson)*
City Administrator, Mike Boese, presented the proposed Agreement extension, which would not require any additional budget appropriations.

Motion to extend the Professional Services Agreement between the City of Wimberley and Craig Fore for construction management until August 31, 2021, or when the City accepts completion of the Central Wimberley Wastewater Project, whichever comes later, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member David Cohen. Motion carried unanimously (3-0).

- 9.4. Discuss and consider possible action regarding Resolution No. 06-2021, in support of safety infrastructure/ADA sidewalk along 2325 connecting schools, residences, businesses and public facilities to downtown Wimberley. *(Place Three Council Member, Christine Byrne)*

Motion to approve Resolution No. 06-2021, in support of safety infrastructure/ADA sidewalk along 2325 connecting schools, residences, businesses and public facilities to downtown Wimberley, was made by Council Member Christine Byrne. Motion was seconded by Council Member David Cohen. Motion carried unanimously (3-0).

- 9.5. Discuss and consider possible action to appoint City Administrator, Mike Boese, as the City of Wimberley's Representative to the Greater San Marcos Partnership Board. *(Place One Council Member, Rebecca Minnick)*

Motion to appoint City Administrator, Mike Boese, as the City of Wimberley's Representative to the Greater San Marcos Partnership Board was made by Council Member David Cohen. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (3-0).

- 9.6. Discuss and consider possible action to receive City Council direction relating to the Request for Proposals for Comprehensive Plan Consulting Services. *(City Secretary, Laura Calcote)*

City Secretary, Laura Calcote, stated the City had received two proposals to revise and update the City's Comprehensive Plan in May 2021. However, City staff was recommending Council postpone the project until a later time, due to current City projects and priorities that had arisen during Fiscal Year 2021. There was discussion among City staff and Council relating to the current Comprehensive Plan, which was revised and adopted in 2016 and the benefit of engaging a professional firm to update the Plan in the future.

Mac McCullough spoke in favor of postponing the project, due to the anticipated cost. Council directed City staff to postpone the project until a later time. No action was taken on this item.

- 9.7. Discuss and consider possible action in relation to the American Rescue Plan Act funding. *(City Administrator, Mike Boese)*

City Administrator, Mike Boese, stated the City would be receiving over \$800,000 from the American Rescue Plan Act, and was seeking Council direction on how to utilize the funds. There was discussion concerning funding priorities and projects for the City and hiring an outside consulting firm to assist with the administration and implementation of the monies received from the Act. Council directed City staff to solicit proposals for professional administration services for the American Rescue Plan Act. No action was taken on this item.

9.8. Discuss and consider possible action regarding City Hall operating hours. (*City Administrator, Mike Boese*)

Mac McCullough spoke against revising City Hall operating hours and stated the City needed to hire more staff.

City Administrator, Mike Boese, presented the proposed change in operating hours to Monday through Thursday from 8:00 a.m. until 5:00 p.m. with a 30-minute lunch, and Friday from 8:00 a.m. until 2:00 p.m., with a working lunch. There was discussion among Mr. Boese and Council relating to the pros and cons of the revised hours. Some Council members stated they were in favor of trying the new proposed City Hall schedule, while others were not.

No action was taken on this item.

CITY COUNCIL REPORTS

10.1. Announcements:

- Council Member, Rebecca Minnick, noted the closing date for the Oak Drive property would be sooner than expected.
- Council Member, David Cohen, stated he would not be in attendance at the July 1st City Council Meeting.

10.2. Future agenda items:

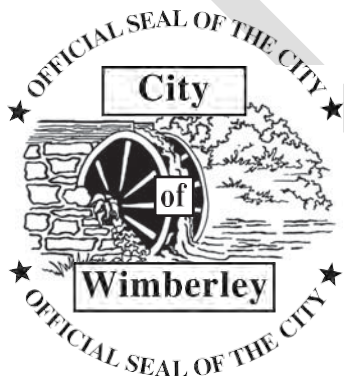
- Council Member, Christine Byrne, would bring a Juneteenth proclamation before Council at the June 17th meeting.

ADJOURNMENT

Motion to adjourn the meeting at 7:43 p.m. was made by Council Member Christine Byrne. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (3-0).

RECORDED BY:

Laura J. Calcote, City Secretary



APPROVED BY:

Gina V. Fulkerson, Mayor

BALANCE SHEET

Page: 1

6/15/2021

10:49 am

City of Wimberley

As of: 4/30/2021

Balances

Fund: 100 - General Fund

Assets

1011 Petty Cash	450.00
1020 General Checking - ONB	852,749.69
1021 Certificate of Deposit - Ozona	232,002.44
1030 Texpool	187,652.70
1050 Sales Tax Receivable	131,654.84
1150 Accounts Receivable	3,157.12
1304 Due from BHP	115.59

Total Assets

1,407,782.38

Liabilities

2010 Accounts Payable	142,075.65
2015 WCC Security Deposits	385.00
2021 Accrued Wages Payable	7,784.68
2022 Payroll Deductions Payable	413.68
2023 TML IEBP Payable	1,425.89
2072 ICMA RC Payable	100.00
2074 TMRS Payable	2,176.29
2075 TCEQ Payable to State	270.00

Total Liabilities

154,631.19

Reserves/Balances

3510 Committed FB - Public Works	505,170.00
3530 Committed FB - W/W on Square	442,024.00
3540 Committed FB-Future Grant Matc	315,732.00
3600 Fund Balance - Uncommitted	-361.65
3650 Net Excess (Deficit)	-9,413.16

Total Reserves/Balances

1,253,151.19

Total Liabilities & Balances

1,407,782.38

REVENUE/EXPENDITURE REPORT

Page: 1
6/15/2021
10:52 am

City of Wimberley

For the Period: 10/1/2020 to 4/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - General Fund							
Revenues							
Dept: 15 ADMINISTRATION							
5120 General Sales & Use Tax	850,000.00	850,000.00	590,800.02	0.00	0.00	259,199.98	69.5
5131 Mixed Beverage Tax	15,000.00	15,000.00	16,068.66	1,773.87	0.00	-1,068.66	107.1
5171 Franchise Tax	275,000.00	275,000.00	104,947.76	49,315.22	0.00	170,052.24	38.2
5211 Beer & Wine Permits	1,000.00	1,000.00	875.00	565.00	0.00	125.00	87.5
5212 Food Permits	11,000.00	11,000.00	6,400.00	300.00	0.00	4,600.00	58.2
5213 Septic Permits	8,000.00	8,000.00	8,360.00	1,200.00	0.00	-360.00	104.5
5219 Sign Permits	1,200.00	1,200.00	490.00	300.00	0.00	710.00	40.8
5221 Building Permits	22,500.00	22,500.00	21,049.54	2,689.50	0.00	1,450.46	93.6
5340 Grant Funds	0.00	0.00	229,555.62	104,921.96	0.00	-229,555.62	0.0
5410 CC Convenience Fees	200.00	200.00	840.56	187.94	0.00	-640.56	420.3
5411 Court Costs, Fees & Charges	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5413 Zoning	7,000.00	7,000.00	9,624.65	7,550.65	0.00	-2,624.65	137.5
5414 Subdivision Fees	1,000.00	1,000.00	1,207.45	550.00	0.00	-207.45	120.7
5416 Building Inspections	22,000.00	22,000.00	16,805.00	1,910.00	0.00	5,195.00	76.4
5417 Bldg Plan Reviews	12,000.00	12,000.00	7,452.50	1,842.50	0.00	4,547.50	62.1
5475 WCC Facility Rentals	30,000.00	30,000.00	2,315.00	610.00	0.00	27,685.00	7.7
5611 Interest Revenues	2,500.00	2,500.00	1,589.22	225.61	0.00	910.78	63.6
5701 Other/Misc	345,000.00	345,000.00	129,537.17	12,042.13	0.00	215,462.83	37.5
5799 Operating Transfer In	0.00	341,000.00	0.00	0.00	0.00	341,000.00	0.0
ADMINISTRATION	1,603,900.00	1,944,900.00	1,147,918.15	185,984.38	0.00	796,981.85	59.0
Revenues	1,603,900.00	1,944,900.00	1,147,918.15	185,984.38	0.00	796,981.85	59.0
Expenditures							
Dept: 15 ADMINISTRATION							
6110 S&W- City Administrator	95,000.00	95,000.00	90,158.31	12,318.31	0.00	4,841.69	94.9
6120 S&W- City Secretary	64,890.00	64,890.00	37,365.18	5,142.08	0.00	27,524.82	57.6
6130 S&W- Financial Clerk	41,200.00	41,200.00	24,317.95	3,460.81	0.00	16,882.05	59.0
6210 Health Care	27,000.00	27,000.00	6,603.03	2,840.21	0.00	20,396.97	24.5
6220 Payroll Taxes	15,383.00	15,383.00	11,811.07	1,561.22	0.00	3,571.93	76.8
6230 TMRS Contributions	16,228.00	16,228.00	3,565.06	548.87	0.00	12,662.94	22.0
6250 Unemployment Compensation	487.00	487.00	144.00	0.00	0.00	343.00	29.6
6270 Annual/Assoc DUES	3,950.00	3,950.00	1,456.37	655.00	0.00	2,493.63	36.9
6340 Technician/Technology Consulta	6,708.00	6,708.00	1,232.49	0.00	0.00	5,475.51	18.4
6370 Contract Services	15,000.00	15,000.00	3,449.00	595.00	0.00	11,551.00	23.0
6410 Utilities	7,740.00	7,740.00	4,972.52	767.58	0.00	2,767.48	64.2
6411 Telephones	3,150.00	3,150.00	3,317.27	435.55	0.00	-167.27	105.3
6420 Office Cleaning	5,300.00	5,300.00	3,427.45	1,331.25	0.00	1,872.55	64.7
6430 Bldg Repairs/Maintenance	3,000.00	3,000.00	1,901.97	163.84	0.00	1,098.03	63.4
6441 Storage Rental	1,200.00	1,200.00	700.00	100.00	0.00	500.00	58.3
6442 Water Cooler	600.00	600.00	261.41	57.99	0.00	338.59	43.6
6443 Equipment Rent/Lease	5,900.00	5,900.00	3,789.57	536.61	0.00	2,110.43	64.2
6444 Parking Lot Lease	1,200.00	1,200.00	700.00	100.00	0.00	500.00	58.3
6500 Grant Expenditures	0.00	0.00	217,802.54	12,478.03	0.00	-217,802.54	0.0
6520 Insurance	26,750.00	26,750.00	23,650.70	18.62	0.00	3,099.30	88.4
6521 Security System	853.00	853.00	728.59	278.61	0.00	124.41	85.4
6531 Public Notices	5,000.00	5,000.00	5,244.91	547.44	0.00	-244.91	104.9
6532 Office Tech/Software	19,700.00	19,700.00	21,096.41	827.67	0.00	-1,396.41	107.1
6551 Printing Services	300.00	300.00	129.10	26.99	0.00	170.90	43.0
6562 CC Processing Fees	200.00	200.00	803.70	196.75	0.00	-603.70	401.9
6569 Vehicle Allowance/Moving Exp	6,000.00	6,000.00	6,500.00	3,500.00	0.00	-500.00	108.3
6570 Travel/Hospitality	2,916.00	2,916.00	0.00	0.00	0.00	2,916.00	0.0
6571 Mileage	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
6572 Training	1,050.00	1,050.00	600.00	0.00	0.00	450.00	57.1
6581 Refunds	500.00	500.00	1,865.00	785.00	0.00	-1,365.00	373.0
6589 Records Management	0.00	0.00	540.04	294.22	0.00	-540.04	0.0
6610 Operating Supplies	2,000.00	2,000.00	347.60	0.00	0.00	1,652.40	17.4
6651 Postage/Shipping	1,000.00	1,000.00	781.52	251.00	0.00	218.48	78.2
6660 Office Supplies	2,000.00	2,000.00	1,174.75	192.40	0.00	825.25	58.7
6791 Capital Outlay- Technology	0.00	0.00	919.98	919.98	0.00	-919.98	0.0

REVENUE/EXPENDITURE REPORT

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City of Wimberley

For the Period: 10/1/2020 to 4/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - General Fund							
Expenditures							
Dept: 15 ADMINISTRATION							
6792 Capital Outlay - Other	15,000.00	15,000.00	2,524.79	0.00	0.00	12,475.21	16.8
6796 Capital Outlay - Winter Storm	0.00	0.00	102,806.20	37,755.19	0.00	-102,806.20	0.0
6903 CARES ACT - EXPENDITURES	0.00	0.00	25,423.13	292.97	0.00	-25,423.13	0.0
6990 Operating Transfer Out	290,500.00	553,002.00	212,001.59	0.00	0.00	341,000.41	38.3
ADMINISTRATION	689,205.00	951,707.00	824,113.20	88,979.19	0.00	127,593.80	86.6
Dept: 16 LEGAL							
6350 Legal	100,000.00	100,000.00	59,505.45	9,116.50	0.00	40,494.55	59.5
LEGAL	100,000.00	100,000.00	59,505.45	9,116.50	0.00	40,494.55	59.5
Dept: 17 COUNCIL/BOARD							
6320 Financial (Contract Svs)	16,200.00	16,200.00	9,450.00	1,350.00	0.00	6,750.00	58.3
6330 Audit Svs	19,400.00	19,400.00	19,400.00	0.00	0.00	0.00	100.0
6541 Public Relations/Receptions	1,000.00	1,000.00	1,913.16	36.30	0.00	-913.16	191.3
6572 Training	4,000.00	4,000.00	2,000.00	0.00	0.00	2,000.00	50.0
6590 Elections	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
6591 Planning	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.0
COUNCIL/BOARD	126,600.00	126,600.00	32,763.16	1,386.30	0.00	93,836.84	25.9
Dept: 18 BUILDING							
6360 Contract Inspections	30,000.00	30,000.00	14,512.50	2,432.50	0.00	15,487.50	48.4
6582 Site Plan Reviews	8,000.00	8,000.00	2,062.50	0.00	0.00	5,937.50	25.8
BUILDING	38,000.00	38,000.00	16,575.00	2,432.50	0.00	21,425.00	43.6
Dept: 21 PUBLIC SAFETY							
6370 Contract Services	84,315.00	84,315.00	16,490.00	2,670.00	0.00	67,825.00	19.6
6371 Sanitarian (Contract Labor)	30,000.00	30,000.00	15,014.70	2,331.78	0.00	14,985.30	50.0
6373 Animal Control	6,000.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
6574 Event Services	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	0.0
PUBLIC SAFETY	122,065.00	122,065.00	37,504.70	5,001.78	0.00	84,560.30	30.7
Dept: 25 MUNICIPAL COURT							
6270 Annual/Assoc DUES	0.00	0.00	25.00	25.00	0.00	-25.00	0.0
6380 MC Judge (Contract Labor)	4,000.00	4,000.00	2,333.31	333.33	0.00	1,666.69	58.3
6381 City Prosecutor	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
6532 Office Tech/Software	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
6610 Operating Supplies	750.00	750.00	0.00	0.00	0.00	750.00	0.0
MUNICIPAL COURT	14,750.00	14,750.00	2,358.31	358.33	0.00	12,391.69	16.0
Dept: 30 PUBLIC WORKS							
6150 S&W- Code Enforcement	41,200.00	41,200.00	24,989.73	3,539.20	0.00	16,210.27	60.7
6160 S&W- P&D Coordinator	55,000.00	55,000.00	17,332.84	3,870.44	0.00	37,667.16	31.5
6180 S&W- Maintenance	15,450.00	15,450.00	3,838.25	555.75	0.00	11,611.75	24.8
6210 Health Care	18,000.00	18,000.00	8,034.73	1,335.08	0.00	9,965.27	44.6
6220 Payroll Taxes	8,541.00	8,541.00	3,590.21	627.36	0.00	4,950.79	42.0
6230 TMRS Contributions	9,010.00	9,010.00	2,305.25	471.21	0.00	6,704.75	25.6
6250 Unemployment Compensation	487.00	487.00	32.80	0.00	0.00	454.20	6.7
6270 Annual/Assoc DUES	400.00	400.00	0.00	0.00	0.00	400.00	0.0
6370 Contract Services	0.00	0.00	14,082.50	555.00	0.00	-14,082.50	0.0
6431 Vehicle Maint/Insurance	600.00	600.00	1,088.72	169.49	0.00	-488.72	181.5
6532 Office Tech/Software	0.00	0.00	194.72	0.00	0.00	-194.72	0.0
6570 Travel/Hospitality	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6571 Mileage	300.00	300.00	0.00	0.00	0.00	300.00	0.0
6572 Training	600.00	600.00	0.00	0.00	0.00	600.00	0.0
6583 Fuel	2,000.00	2,000.00	701.51	134.47	0.00	1,298.49	35.1
6610 Operating Supplies	1,000.00	1,000.00	612.28	21.58	0.00	387.72	61.2
6612 Tools	500.00	500.00	0.00	0.00	0.00	500.00	0.0
PUBLIC WORKS	153,588.00	153,588.00	76,803.54	11,279.58	0.00	76,784.46	50.0
Dept: 31 ROADS							

REVENUE/EXPENDITURE REPORT

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City of Wimberley

For the Period: 10/1/2020 to 4/30/2021

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - General Fund							
Expenditures							
Dept: 31 ROADS							
6432 Road Maintenance	80,000.00	80,000.00	10,127.00	4,796.00	0.00	69,873.00	12.7
6433 Equipment Maintenance	250.00	250.00	0.00	0.00	0.00	250.00	0.0
6470 Engineering - Roads	10,000.00	10,000.00	1,500.00	0.00	0.00	8,500.00	15.0
6584 Mowing/Trimming	8,000.00	8,000.00	648.45	0.00	0.00	7,351.55	8.1
6611 Signs/Barricades	4,000.00	4,000.00	760.99	125.00	0.00	3,239.01	19.0
6795 Capital Outlay - Roads	100,000.00	100,000.00	5,800.00	0.00	0.00	94,200.00	5.8
ROADS	202,250.00	202,250.00	18,836.44	4,921.00	0.00	183,413.56	9.3
Dept: 33 WATER/WASTEWATER							
6586 Quality Testing WW	1,860.00	1,860.00	1,551.00	465.00	0.00	309.00	83.4
6588 Public Restroom WW	36,000.00	36,000.00	28,417.70	5,677.37	0.00	7,582.30	78.9
WATER/WASTEWATER	37,860.00	37,860.00	29,968.70	6,142.37	0.00	7,891.30	79.2
Dept: 51 COMMUNITY CENTER							
6140 S&W- Director	40,000.00	40,000.00	23,612.77	3,169.21	0.00	16,387.23	59.0
6180 S&W- Maintenance	25,000.00	25,000.00	6,561.76	1,089.13	0.00	18,438.24	26.2
6210 Health Care	9,000.00	9,000.00	4,734.84	671.05	0.00	4,265.16	52.6
6220 Payroll Taxes	4,973.00	4,973.00	2,340.08	307.76	0.00	2,632.92	47.1
6230 TMRS Contributions	5,246.00	5,246.00	1,375.56	214.41	0.00	3,870.44	26.2
6250 Unemployment Compensation	487.00	487.00	61.73	0.00	0.00	425.27	12.7
6270 Annual/Assoc DUES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6370 Contract Services	0.00	0.00	934.00	0.00	0.00	-934.00	0.0
6410 Utilities	18,200.00	18,200.00	9,239.29	1,357.54	0.00	8,960.71	50.8
6411 Telephones	931.00	931.00	1,407.85	182.45	0.00	-476.85	151.2
6430 Bldg Repairs/Maintenance	5,000.00	5,000.00	1,945.35	103.43	0.00	3,054.65	38.9
6521 Security System	2,000.00	2,000.00	925.51	99.00	0.00	1,074.49	46.3
6532 Office Tech/Software	2,500.00	2,500.00	1,187.34	157.48	0.00	1,312.66	47.5
6540 Advertising	3,000.00	3,000.00	1,749.05	0.00	0.00	1,250.95	58.3
6551 Printing Services	200.00	200.00	0.00	0.00	0.00	200.00	0.0
6610 Operating Supplies	3,000.00	3,000.00	939.28	117.38	0.00	2,060.72	31.3
6651 Postage/Shipping	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6660 Office Supplies	500.00	500.00	79.01	0.00	0.00	420.99	15.8
6794 Capital Outlay - Equipmt/Other	0.00	0.00	999.00	0.00	0.00	-999.00	0.0
6797 Capital Outlay - Facilities	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
COMMUNITY CENTER	130,237.00	130,237.00	58,092.42	7,468.84	0.00	72,144.58	44.6
Dept: 52 PARKS							
6410 Utilities	1,500.00	1,500.00	768.43	96.51	0.00	731.57	51.2
6430 Bldg Repairs/Maintenance	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
6610 Operating Supplies	600.00	600.00	41.96	0.00	0.00	558.04	7.0
PARKS	4,100.00	4,100.00	810.39	96.51	0.00	3,289.61	19.8
Expenditures	1,618,655.00	1,881,157.00	1,157,331.31	137,182.90	0.00	723,825.69	61.5
Net Effect for General Fund	-14,755.00	63,743.00	-9,413.16	48,801.48	0.00	73,156.16	-14.8
Change in Fund Balance:			-9,413.16				

BALANCE SHEET

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City of Wimberley

As of: 4/30/2021

Balances

Fund: 200 - Blue Hole Parkland

Assets

1011 Petty Cash	95.00
1022 BH Parkland - ONB	596,517.20

Total Assets**596,612.20****Liabilities**

2010 Accounts Payable	3,373.38
2016 BHP Security Deposits	2,600.00
2021 Accrued Wages Payable	4,972.61
2022 Payroll Deductions Payable	1,683.14
2074 TMRS Payable	749.91
2080 Due to General	6,271.75

Total Liabilities**19,650.79****Reserves/Balances**

3600 Fund Balance - Uncommitted	523,677.17
3650 Net Excess (Deficit)	53,284.24

Total Reserves/Balances**576,961.41****Total Liabilities & Balances****596,612.20**

REVENUE/EXPENDITURE REPORT

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City of Wimberley

For the Period: 10/1/2020 to 4/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 200 - Blue Hole Parkland							
Revenues							
Dept: 52 PARKS							
5472 Reservations/Gate Fees	378,000.00	378,000.00	218,937.50	73,365.00	0.00	159,062.50	57.9
5474 Facility Rentals	10,000.00	10,000.00	2,885.00	640.00	0.00	7,115.00	28.9
5476 Special Events	69,000.00	69,000.00	29,300.61	11,672.06	0.00	39,699.39	42.5
5479 Vending/Merchandise	4,000.00	4,000.00	-235.56	48.85	0.00	4,235.56	-5.9
5611 Interest Revenues	150.00	150.00	144.05	23.31	0.00	5.95	96.0
5701 Other/Misc	3,800.00	3,800.00	903.55	75.00	0.00	2,896.45	23.8
PARKS	464,950.00	464,950.00	251,935.15	85,824.22	0.00	213,014.85	54.2
Revenues	464,950.00	464,950.00	251,935.15	85,824.22	0.00	213,014.85	54.2
Expenditures							
Dept: 52 PARKS							
6181 S&W- Parks PT	85,000.00	85,000.00	27,316.89	3,799.70	0.00	57,683.11	32.1
6182 S&W- Parks Maintenance Tech	57,680.00	57,680.00	20,487.99	2,856.00	0.00	37,192.01	35.5
6183 S&W-Programs & Operations Mngr	40,000.00	40,000.00	21,411.10	1,923.08	0.00	18,588.90	53.5
6184 S&W-Programs & Events Special	28,840.00	28,840.00	22,714.40	1,923.08	0.00	6,125.60	78.8
6185 S&W-Nat'l Resource Park Mngr	40,000.00	40,000.00	22,232.88	2,692.80	0.00	17,767.12	55.6
6210 Health Care	45,000.00	45,000.00	14,740.83	2,015.48	0.00	30,259.17	32.8
6220 Payroll Taxes	19,241.00	19,241.00	8,881.31	1,009.38	0.00	10,359.69	46.2
6230 TMRS Contributions	13,438.00	13,438.00	4,825.74	712.46	0.00	8,612.26	35.9
6250 Unemployment Compensation	1,299.00	1,299.00	635.60	0.00	0.00	663.40	48.9
6374 Contract Services	21,400.00	21,400.00	17,349.50	774.50	0.00	4,050.50	81.1
6410 Utilities	15,000.00	15,000.00	8,785.52	1,820.46	0.00	6,214.48	58.6
6411 Telephones	2,400.00	2,400.00	1,695.56	245.71	0.00	704.44	70.6
6431 Vehicle Maint/Insurance	300.00	300.00	977.74	32.94	0.00	-677.74	325.9
6433 Equipment Maintenance	1,200.00	1,200.00	168.24	75.19	0.00	1,031.76	14.0
6443 Equipment Rent/Lease	1,000.00	1,000.00	1,049.92	172.54	0.00	-49.92	105.0
6532 Office Tech/Software	10,720.00	10,720.00	1,159.93	169.99	0.00	9,560.07	10.8
6562 CC Processing Fees	13,000.00	13,000.00	9,404.65	3,180.24	0.00	3,595.35	72.3
6570 Travel/Hospitality	3,680.00	3,680.00	0.00	0.00	0.00	3,680.00	0.0
6571 Mileage	1,475.00	1,475.00	0.00	0.00	0.00	1,475.00	0.0
6572 Training	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
6581 Refunds	1,000.00	1,000.00	3,380.00	425.00	0.00	-2,380.00	338.0
6583 Fuel	800.00	800.00	633.22	143.66	0.00	166.78	79.2
6589 Records Management	0.00	0.00	608.90	346.81	0.00	-608.90	0.0
6610 Operating Supplies	18,000.00	18,000.00	4,642.38	898.81	0.00	13,357.62	25.8
6613 Materials	4,000.00	4,000.00	1,961.77	1,392.57	0.00	2,038.23	49.0
6615 Bldg & Maint Supplies	1,500.00	1,500.00	1,551.70	1,068.93	0.00	-51.70	103.4
6616 Programs	8,000.00	8,000.00	1,286.22	23.00	0.00	6,713.78	16.1
6651 Postage/Shipping	50.00	50.00	0.00	0.00	0.00	50.00	0.0
6660 Office Supplies	500.00	500.00	148.93	0.00	0.00	351.07	29.8
6794 Capital Outlay - Equipmt/Other	2,250.00	2,250.00	599.99	0.00	0.00	1,650.01	26.7
PARKS	439,273.00	439,273.00	198,650.91	27,702.33	0.00	240,622.09	45.2
Expenditures	439,273.00	439,273.00	198,650.91	27,702.33	0.00	240,622.09	45.2
Net Effect for Blue Hole Parkland	25,677.00	25,677.00	53,284.24	58,121.89	0.00	-27,607.24	207.5
Change in Fund Balance:			53,284.24				

BALANCE SHEET

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City of Wimberley

As of: 4/30/2021

Balances

Fund: 201 - Municipal Court**Assets**

1023 Municipal Court - ONB

2,975.59

Total Assets

2,975.59

Liabilities

2076 MC Payable to State

712.35

Total Liabilities

712.35

Reserves/Balances

3600 Fund Balance - Uncommitted

2,262.37

3650 Net Excess (Deficit)

0.87

Total Reserves/Balances

2,263.24

Total Liabilities & Balances

2,975.59

REVENUE/EXPENDITURE REPORT

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City of Wimberley

For the Period: 10/1/2020 to 4/30/2021

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 201 - Municipal Court							
Revenues							
Dept: 00							
5611 Interest Revenues	0.00	0.00	0.87	0.12	0.00	-0.87	0.0
Dept: 00	0.00	0.00	0.87	0.12	0.00	-0.87	0.0
Revenues	0.00	0.00	0.87	0.12	0.00	-0.87	0.0
Net Effect for Municipal Court	0.00	0.00	0.87	0.12	0.00	-0.87	0.0
Change in Fund Balance:			0.87				

BALANCE SHEET

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City of Wimberley

As of: 4/30/2021

Balances

Fund: 202 - Wastewater Fund

Assets

1027 Wastewater - ONB	195,799.51
1150 Accounts Receivable	15,508.00
1152 Tax Notes 2013-Restricted Cash	32,550.08
1310 Due from WW Project Fund	108,332.00
1729 WW Reclamation Facility	575,646.67
1730 Utility Plant - WW	223,970.00
1731 Accumulated Deprec.-Bldgs	-51,813.50

Total Assets

1,099,992.76

Reserves/Balances

3600 Fund Balance - Uncommitted	769,099.00
3610 Net Invest in Capital Assets	204,704.15
3650 Net Excess (Deficit)	126,189.61

Total Reserves/Balances

1,099,992.76

Total Liabilities & Balances

1,099,992.76

REVENUE/EXPENDITURE REPORT

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City of Wimberley

For the Period: 10/1/2020 to 4/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 202 - Wastewater Fund							
Revenues							
Dept: 04 WATER/WASTEWATER							
5400 WW Service Fees	241,888.00	241,888.00	74,896.00	10,272.00	0.00	166,992.00	31.0
5611 Interest Revenues	75.00	75.00	55.22	9.30	0.00	19.78	73.6
5799 Operating Transfer In	290,500.00	290,500.00	290,500.00	0.00	0.00	0.00	100.0
WATER/WASTEWATER	532,463.00	532,463.00	365,451.22	10,281.30	0.00	167,011.78	68.6
Revenues	532,463.00	532,463.00	365,451.22	10,281.30	0.00	167,011.78	68.6
Expenditures							
Dept: 04 WATER/WASTEWATER							
6270 Annual/Assoc DUES	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	0.0
6374 Contract Services	246,391.00	246,391.00	166,555.33	7,349.97	0.00	79,835.67	67.6
6410 Utilities	6,000.00	6,000.00	4,395.50	775.72	0.00	1,604.50	73.3
6411 Telephones	1,800.00	1,800.00	314.27	0.00	0.00	1,485.73	17.5
6589 Records Management	0.00	0.00	25.00	0.00	0.00	-25.00	0.0
6792 Capital Outlay - Other	0.00	0.00	17,053.63	16,732.50	0.00	-17,053.63	0.0
6799 Project Manager-WW Project	38,000.00	38,000.00	1,350.00	0.00	0.00	36,650.00	3.6
6900 Wastewater Debt Service - Prin	160,000.00	160,000.00	0.00	0.00	0.00	160,000.00	0.0
6901 Wastewater Debt Service - Int	78,920.00	78,920.00	36,588.06	0.00	0.00	42,331.94	46.4
6990 Operating Transfer Out	0.00	0.00	12,979.82	0.00	0.00	-12,979.82	0.0
WATER/WASTEWATER	532,361.00	532,361.00	239,261.61	24,858.19	0.00	293,099.39	44.9
Expenditures	532,361.00	532,361.00	239,261.61	24,858.19	0.00	293,099.39	44.9
Net Effect for Wastewater Fund	102.00	102.00	126,189.61	-14,576.89	0.00	-126,087.61	23,715.3
Change in Fund Balance:			126,189.61				

BALANCE SHEET

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6/15/2021

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City of Wimberley

As of: 4/30/2021

Balances

Fund: 205 - Hotel Occupancy Tax

Assets

1019 Hotel Occupancy Tax

123,419.92

Total Assets

123,419.92

Reserves/Balances

3560 FB Committed-Emergency Plan

5,000.00

3600 Fund Balance - Uncommitted

137,344.58

3650 Net Excess (Deficit)

-18,924.66

Total Reserves/Balances

123,419.92

Total Liabilities & Balances

123,419.92

REVENUE/EXPENDITURE REPORT

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10:52 am

City of Wimberley

For the Period: 10/1/2020 to 4/30/2021		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 205 - Hotel Occupancy Tax								
Revenues								
Dept: 15 ADMINISTRATION								
5611	Interest Revenues	0.00	0.00	41.34	5.84	0.00	-41.34	0.0
	ADMINISTRATION	0.00	0.00	41.34	5.84	0.00	-41.34	0.0
Revenues		0.00	0.00	41.34	5.84	0.00	-41.34	0.0
Expenditures								
Dept: 15 ADMINISTRATION								
6792	Capital Outlay - Other	6,000.00	60,495.00	18,966.00	0.00	0.00	41,529.00	31.4
	ADMINISTRATION	6,000.00	60,495.00	18,966.00	0.00	0.00	41,529.00	31.4
Expenditures		6,000.00	60,495.00	18,966.00	0.00	0.00	41,529.00	31.4
Net Effect for Hotel Occupancy Tax		-6,000.00	-60,495.00	-18,924.66	5.84	0.00	-41,570.34	31.3
Change in Fund Balance:				-18,924.66				

BALANCE SHEET

Page: 6

6/15/2021

10:49 am

City of Wimberley

As of: 4/30/2021

Balances

Fund: 600 - BHP Development Projects

Assets

1025 BH Development - ONB

11,665.31

Total Assets

11,665.31

Reserves/Balances

3550 FB Committed - Soccer Fields

109,279.00

3600 Fund Balance - Uncommitted

-94,218.03

3650 Net Excess (Deficit)

-3,395.66

Total Reserves/Balances

11,665.31

Total Liabilities & Balances

11,665.31

REVENUE/EXPENDITURE REPORT

Page: 8
6/15/2021
10:52 am

City of Wimberley

For the Period: 10/1/2020 to 4/30/2021		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 600 - BHP Development Projects								
Revenues								
Dept: 00								
5611	Interest Revenues	20.00	20.00	4.34	0.58	0.00	15.66	21.7
Dept: 00		20.00	20.00	4.34	0.58	0.00	15.66	21.7
Revenues		20.00	20.00	4.34	0.58	0.00	15.66	21.7
Expenditures								
Dept: 00								
6798	Capital Outlay-Development	0.00	0.00	3,400.00	0.00	0.00	-3,400.00	0.0
Dept: 00		0.00	0.00	3,400.00	0.00	0.00	-3,400.00	0.0
Expenditures		0.00	0.00	3,400.00	0.00	0.00	-3,400.00	0.0
Net Effect for BHP Development Projects		20.00	20.00	-3,395.66	0.58	0.00	3,415.66	6,978.3
Change in Fund Balance:				-3,395.66				

BALANCE SHEET

Page: 7

6/15/2021

10:49 am

City of Wimberley

As of: 4/30/2021

Balances

Fund: 602 - DONATIONS/SIDEWALKS

Assets

1026 Donations/Sidewalks

55,072.01

Total Assets

55,072.01

Reserves/Balances

3600 Fund Balance - Uncommitted

55,054.80

3650 Net Excess (Deficit)

17.21

Total Reserves/Balances

55,072.01

Total Liabilities & Balances

55,072.01

REVENUE/EXPENDITURE REPORT

Page: 9
6/15/2021
10:52 am

City of Wimberley

For the Period: 10/1/2020 to 4/30/2021

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 602 - DONATIONS/SIDEWALKS							
Revenues							
Dept: 00							
5611 Interest Revenues	2.00	2.00	17.21	2.26	0.00	-15.21	860.5
Dept: 00	2.00	2.00	17.21	2.26	0.00	-15.21	860.5
Revenues	2.00	2.00	17.21	2.26	0.00	-15.21	860.5
Expenditures							
Dept: 00							
6990 Operating Transfer Out	0.00	55,054.80	0.00	0.00	0.00	55,054.80	0.0
Dept: 00	0.00	55,054.80	0.00	0.00	0.00	55,054.80	0.0
Expenditures	0.00	55,054.80	0.00	0.00	0.00	55,054.80	0.0
Net Effect for DONATIONS/SIDEWALKS	2.00	-55,052.80	17.21	2.26	0.00	-55,070.01	0.0
Change in Fund Balance:			17.21				

BALANCE SHEET

Page: 8

6/15/2021

10:49 am

City of Wimberley

As of: 4/30/2021

Balances

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

1032 WW Bond Reserve Funds	195,485.64
1033 BOK Financial (82-2435-02-0)	251,653.81
1034 BOK Financial (82-2435-01-2)	1,128,516.44
1728 WW Project - Const in Progress	2,591,541.18
1729 WW Reclamation Facility	1,754,039.14

Total Assets**5,921,236.21****Liabilities**

2010 Accounts Payable	557,448.87
2011 Debt Forgiveness Funds	243,005.00
2086 Due to WWOP	108,332.00
2140 Accrued Interest Payable	21,265.75
2560 N TX General Obligation	4,780,000.00
2561 Bonds - Current	160,000.00

Total Liabilities**5,870,051.62****Reserves/Balances**

3600 Fund Balance - Uncommitted	-1,555,698.49
3610 Net Invest in Capital Assets	2,185,666.99
3650 Net Excess (Deficit)	-578,783.91

Total Reserves/Balances**51,184.59****Total Liabilities & Balances****5,921,236.21**

REVENUE/EXPENDITURE REPORT

Page: 10
6/15/2021
10:52 am

City of Wimberley

For the Period: 10/1/2020 to 4/30/2021		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 604 - WW Collection & Treatment Plan								
Revenues								
Dept: 00								
5799	Operating Transfer In	0.00	0.00	275,481.41	0.00	0.00	-275,481.41	0.0
Dept: 00								
Dept: 04 WATER/WASTEWATER								
5611	Interest Revenues	0.00	0.00	213.87	25.05	0.00	-213.87	0.0
5612	Investment Income	0.00	0.00	177.17	42.32	0.00	-177.17	0.0
WATER/WASTEWATER								
		0.00	0.00	391.04	67.37	0.00	-391.04	0.0
Revenues		0.00	0.00	275,872.45	67.37	0.00	-275,872.45	0.0
Expenditures								
Dept: 04 WATER/WASTEWATER								
6374	Contract Services	0.00	0.00	29,783.77	0.00	0.00	-29,783.77	0.0
6410	Utilities	0.00	0.00	2.46	0.00	0.00	-2.46	0.0
6792	Capital Outlay - Other	0.00	0.00	467,070.13	2,701.89	0.00	-467,070.13	0.0
6799	Project Manager-WW Project	0.00	0.00	16,800.00	3,180.00	0.00	-16,800.00	0.0
6990	Operating Transfer Out	0.00	341,000.00	341,000.00	0.00	0.00	0.00	100.0
WATER/WASTEWATER								
		0.00	341,000.00	854,656.36	5,881.89	0.00	-513,656.36	250.6
Expenditures		0.00	341,000.00	854,656.36	5,881.89	0.00	-513,656.36	250.6
Net Effect for WW Collection & Treatment Plan								
Change in Fund Balance:		0.00	-341,000.00	-578,783.91	-5,814.52	0.00	237,783.91	169.7
Grand Total Net Effect:		5,046.00	-367,005.80	-431,025.46	86,540.76	0.00	64,019.66	



CITY OF WIMBERLEY

Application for Appointment to City Board/Commission/Committee

Name of Board/Commission/Committee: Planning & Zoning

Nominated By: Mayor Gina Fulkerson

Name: David Hester Phone: [REDACTED] E-mail: [REDACTED]

Physical Address: [REDACTED]

Mailing Address
(If different than physical address): [REDACTED]

Employer: Retired Position/Occupation: 1

Business Number: _____ Fax: _____

I reside: ☒ Inside Wimberley's City Limits ☐ Wimberley's ETJ ☐ Outside ETJ

I am a registered voter in: ☐ City of Wimberley ☒ Hays County ☐ Not Registered

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

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

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

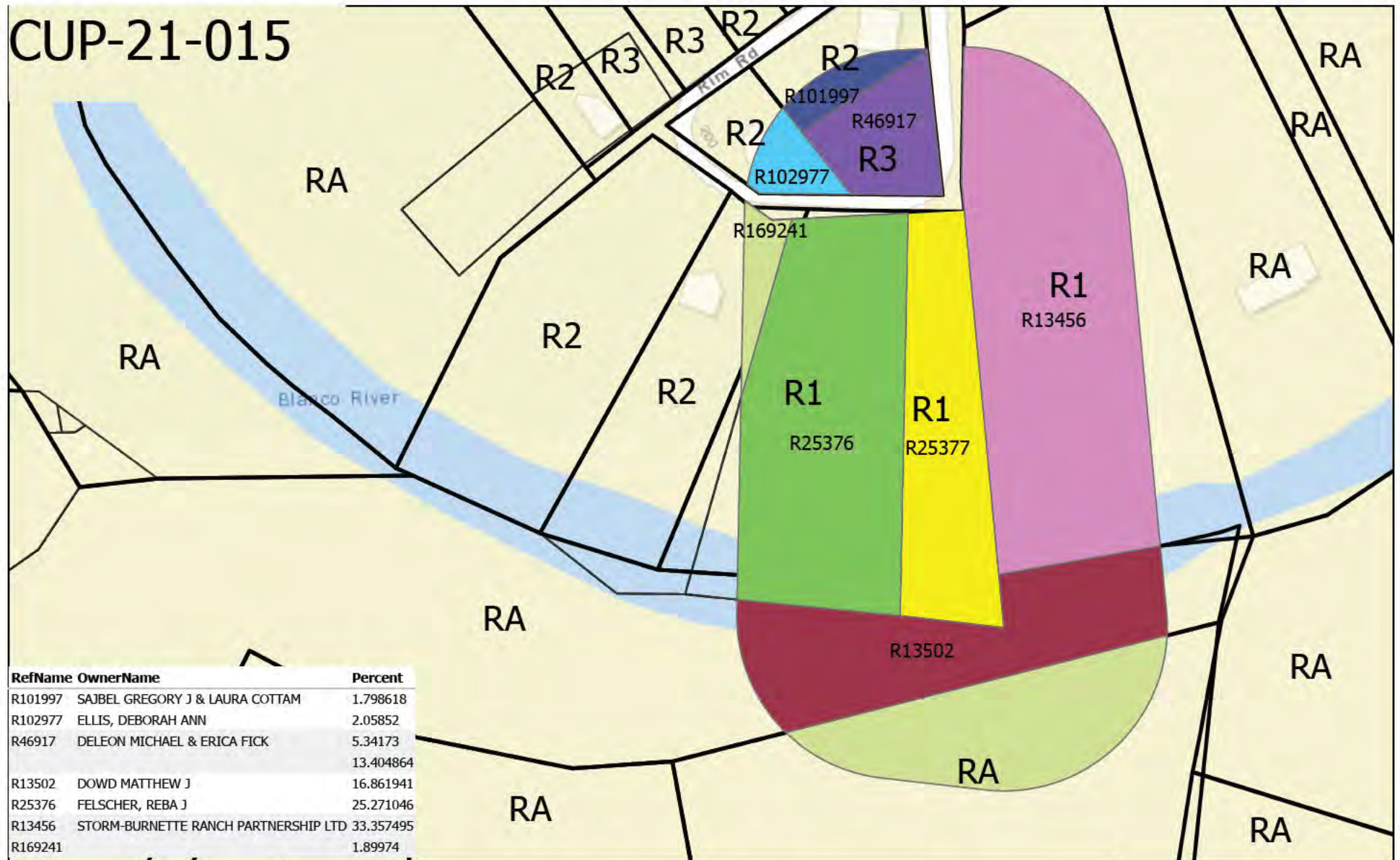
Please describe any qualifications, expertise, credentials or special interests that relate to your possible appointment. If you are not responding to a specific advertisement, please indicate the Board/Commission/Committee that you would prefer to serve on. Attach a separate sheet, if necessary.

Education: BS Chemical Engineering, MBA
Work: 37 years in chemical industry, retired as commercial
Vice President at Huntsman Corporation

Signature: David Hester

Date: 6/14/21

CUP-21-015



RefName	OwnerName	Percent
R101997	SAJBEL GREGORY J & LAURA COTTAM	1.798618
R102977	ELLIS, DEBORAH ANN	2.05852
R46917	DELEON MICHAEL & ERICA FICK	5.34173
		13.404864
R13502	DOWD MATTHEW J	16.861941
R25376	FELSCHER, REBA J	25.271046
R13456	STORM-BURNETTE RANCH PARTNERSHIP LTD	33.357495
R169241		1.89974

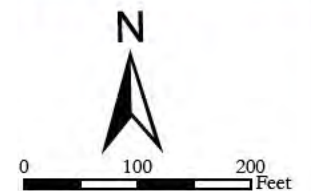


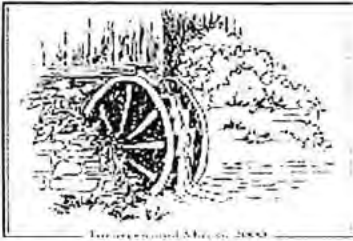
200' Notification Map

© OpenStreetMap (and) contributors, CC-BY-SA, City of Wimberley, Comal County, Esri, HERE, Garmin, INCREMENT P, NGA, USGS HaysCAD
 This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

2021

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet





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 _____ - _____

FOR OFFICIAL USE ONLY

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

FEES: \$650.00 DATE PAID: 5/13/21 CHECK NO. Cash REC'D BY MA

PROJECT SITE ADDRESS: 204 SPOKE LANE Wimberley, TX 78676

OWNER/APPLICANT R. REED BERRY PHON _____

MAILING ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

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)

VACATION RENTAL AND RESIDENCE

Planning Area I Zoning R1 Total Acreage or Sq. Ft. 1.1 ACRE

Subdivision: THE CROSS ADDITION Lot 8 Block 12, PART OF 6+7

Appraisal District Tax ID #: R 25377

Deed Records Hays County: Volume 355 Page 127

Is property located in an overlay district? (☒) Yes () No If Yes, type: PROTECTED WATER

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

UTILITY PROVIDERS:

Electric Provider: PEDERNALES ELECTRIC CO-OP

Water Provider or Private Well: WIMBERLEY WATER SUPPLY CO-OP

Wastewater Service Provider or Hays County Septic Permit No: SEE ATTACHED #1

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.

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.

MAY 11, 2021
DATE

D. DUD BEER
APPLICANT SIGNATURE

WHEN APPLICABLE:

Date _____

MAY 11
AGENT SIGNATURE

LIST OF CONDITIONS THAT MAY BE INCLUDED IN A BED AND BREAKFAST/VACATION RENTAL CUP

Owner: R. REED BERRY

LOCATION OF PROPERTY: 204 SPOKE LANE

LEGAL DESCRIPTION: BLOCK 1+2 + PARTS OF BLOCKS 6+7

PLANNING AREA: LOT 8 I

PRESENT ZONING: R 1

EXISTING USE: VACANT RESIDENTIAL LOT

USE TO BE GRANTED: Bed & Breakfast OR ☒ Vacation Rental

NEW CONSTRUCTION: (Describe existing construction) if new construction is contemplated: Describe new construction. The architecture and façade of all new construction will be traditional "Hill Country" design and harmonious with those of adjacent uses. No construction shall commence prior to compliance with all applicable ordinances, laws, rules and regulations.

COMPATIBILITY TO NEARBY AREAS: The facilities on the property will at all times be harmonious and compatible with surrounding uses 42.2 A 1.

OFF-STREET PARKING: All parking will be off-street. 8 Off-street parking spaces will be provided for off-street guest parking, which will be adequate for a maximum occupancy of _____ guests. Parking will be in these spaces only. 42.2 A 5; 42.3 F.

SIGNAGE: All signage will be of traditional "Hill Country" design and will comply with the City Sign Ordinance. 42.2 A 1; 42.2 A 6.

NOISE AND LIGHTING: Exterior lighting to be only landscape lighting. All noise audible from outside, and all light visible from outside the property shall be maintained at low levels appropriate to a single family neighborhood. No large parties are permitted.

NUMBER OF BEDROOMS: 3 42.3 B.

MAXIMUM OCCUPANCY: 5 guests. 42.3 B.

OCCUPANT REGULATIONS AND GUIDELINES: Guest Guidelines are attached hereto and made a part of this Conditional Use Permit. The bed and breakfast lodging facility shall be operated in accordance with the guidelines. These guidelines shall be furnished to all guests. 42.3 D.

WASTEWATER SYSTEM: The wastewater treatment system (to be designed and constructed) will at all times be adequate for the maximum occupancy. 42.3 H.

WATERFRONT USAGE: (Applicable if guests have water access) Guests may only use the BLANCO River/Creek in the area directly adjacent to the bed and breakfast lodging facility. Guests may not use the River/Creek in front of other properties or enter upon any property

which is not part of the bed and breakfast facility for the purpose of entering or exiting the water or for any other reason. 42.3 E.

PROPERTY MANAGEMENT: Owner will provide guests and close-by neighbors with owner's telephone number to assure Owner's immediate knowledge of any concerns that may arise. (If not owner occupied) Owner agrees to retain under contract a responsible local management company at all times the property is used as a non-owner occupied bed and breakfast lodging. The management company shall advise guests of the applicable conditions contained herein, receive and pass on to owner any complaints received and at owner's direction act upon such complaints. (If Owner occupied) The property shall be the owner's principal place of residence and the owner shall actively supervise and manage the property at all times that it is used as a bed and breakfast facility. 42.3 D.

MISCELLANEOUS: Owner agrees to maintain the property in a manner conducive to the health and safety of the guests and the neighborhood. All trash and garbage will be placed in provided receptacles which shall not be visible from the street except on pick-up day. No trash bags shall be left out in the open. The exterior of the facility and the landscaping, including lawns, will be maintained in good condition at all times. 42.2 A 1.

REVOCATION: The cup may be revoked by the City Council upon recommendation of the planning and Zoning Commission in the event of the violation of any of the conditions contained therein.

OWNER COMPLIANCE: Owners agree to comply with all City of Wimberley Ordinances, and all state, county and City laws, rules and regulations.

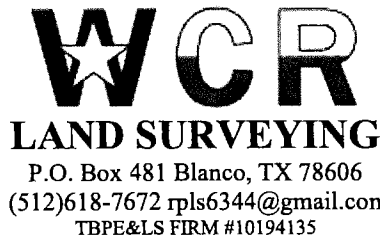
ACCEPTED AND AGREED TO:

MAY 11, 2021
DATE

R. REED BERRY
OWNER

DATE

OWNER



**FIELD NOTE DESCRIPTION OF A
0.46 ACRE TRACT OF LAND**

Being a **0.46 acre** tract of land surveyed for and at the request of Reed Berry situated in the T. Carothers Survey No. 69, Abstract No. 106, Hays County, Texas, being an apparent part of Tract "E", all of an apparent 20' wide easement shown on the Map of Re-subdivision The Cross Addition recorded in Volume 195, Page 69, Deed Records, Hays County, Texas and as shown on the Cross Addition recorded in Volume 120, Page 551, Deed Records, Hays County, Texas, and also being part of an apparent easement shown the Map of Re-subdivision The Cross Addition recorded in Volume 195, Page 69, Deed Records, Hays County, Texas and as shown on the Cross Addition recorded in Volume 120, Page 551, Deed Records, Hays County, Texas bounded on the west by Tract "D", the Map of Re-subdivision The Cross Addition recorded in Volume 195, Page 69, Deed Records, Hays County, Texas, the north by the south line of a called 0.6339 acre tract of land surveyed by Eagle Land Surveying dated April 28, 2006, the east by the west line of the apparent 20' wide easement and the south by the centerline of the Blanco River, said **0.46 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set in the west line of a called 3.773 acre tract of land recorded in Document No. 90030759, Official Public Records, Hays County, Texas, being the southeast corner of the right-of-way of Spoke Lane, the apparent northeast corner of the above referenced Tract "E" the northeast corner of the above referenced apparent 20' wide easement and herein described tract;

THENCE with the west line of said 3.773 acre tract, the apparent east line of Tract "E", the east line of said apparent 20' wide easement, **S 03° 38' 55" E**, at 229.00' a 1" iron pipe found, at 230.78' a 1" iron pipe found, at 364.14' an iron rod set and continuing total distance of **446.69'** to a calculated point in the center of the Blanco River, for the southwest corner of said 3.773 acre tract, the apparent southeast corner of Tract "E", the apparent southeast corner of said apparent 20' wide easement and southeast corner of the herein described tract;

THENCE with the center of the Blanco River, **N 88° 29' 41" W**, a distance of **147.63'** to a calculated point for the apparent southeast corner of Tract "D", the apparent southwest corner of Tract "E" and southwest corner of the herein described tract;

THENCE with the apparent east line of Lot "D", the apparent west line of Lot "E", **N 06° 45' 08" E**, a distance of **102.00'** to an iron rod found with a red "Eagle Land Surveying" plastic cap for the southwest corner of the aforementioned 0.6339 acre tract and westernmost northwest corner of the herein described tract;

THENCE with the south line of said 0.6339 acre tract, **S 83° 21' 23" E**, a distance of **111.85'** to an iron rod found with a red "Eagle Land Surveying" plastic cap in the monumented west line of said apparent 20' wide easement, for the southeast corner of said 0.6339 acre tract and the interior corner of the herein described tract;

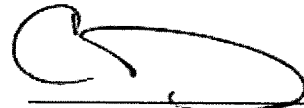
THENCE with the monumented west line of said apparent 20' wide easement and the east line of said 0.6339 acre tract, **N 03° 43' 43" W**, a distance of **355.10'** to 1" iron pipe found in the south right-of-way line of Spoke Lane, being the apparent north line of Tract "E", for the northeast corner of said 0.6339 acre tract, the monumented northwest corner of said apparent 20' wide easement and the northernmost northwest corner of the herein described tract;

THENCE with the south right-of-way line of Spoke Lane, the apparent north line of Tract "E", **S 87° 37' 08" E**, a distance of **19.17'** to the **POINT OF BEGINNING** containing **0.46 acres** of land.

Notes:

1. Basis of Bearing: Texas State Plane Coordinate System, South Central Zone, NAD83
2. A survey plat was prepared by separate document.
3. 1/2" iron rods set with a yellow "WCR" plastic cap.



 08/12/2020

Christopher Jurica, RPLS #6344
(512)618-7672 rpls6344@gmail.com
Job No. 1180-20

IMPROVEMENT SURVEY

LEGEND

- = 1/2" iron pin found unless otherwise noted
- = 1/2" iron pin set
- E— = overhead electric line
- ⊙ = utility pole
- (XXXX) = recorded data
- ▲ = record location in approx center of Blanco River
- Vol / Page = Hays County Deed Records
- θ— = chain link fence
- = wood fence
- *— = wire fence
- = rock pillar
- ∠ = guy wire
- / — = Original Lot lines

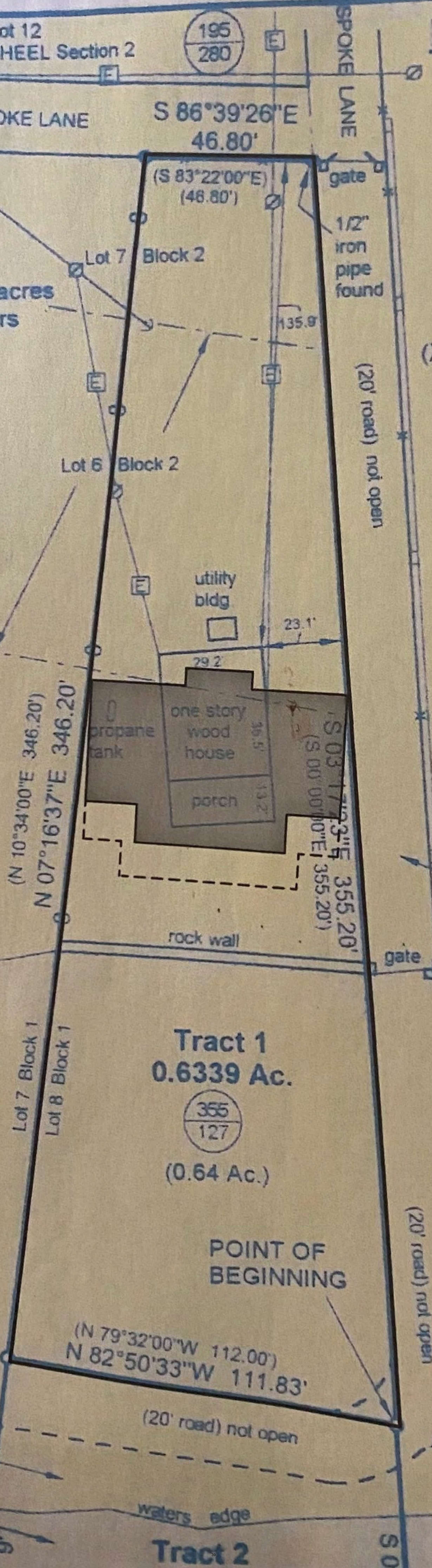
DESCRIPTION: Tract 1, being 0.6339 acres more or less, out of the Thos. Carruthers Tracts, Hays County, Texas, and being all of Block 1, and portions of Lots 6 and 7, CROSS ADDITION, a subdivision in Hays County, Texas, according to the map hereof recorded in Volume 120, Page 649, Hays County Deed Records, and Tract 2, being 0.3036 acres of land, more or less, out of the Thos. Carruthers Tracts, Hays County, Texas, Being those portions of land as described and shown on the map in Volume 355, Page 127, Hays County Deed Records, said tracts of land are particularly described by metes and bounds in the field notes attached hereto.

Approximate location of floodway as scaled from FIRM listed below

Property DOES lie within a Special Flood Hazard Area as determined from Flood Hazard Map, Community Panel No. 355 F, dated September 2, 2005.

Property lies within the corporate limits of Wimberley.

The record description for Tract 2 state the acreage or actual area and distances of the tract. The map shown hereon contains Tract 1, being 0.6339 acres, and Tract 2, being 0.0916 acres, and a sand bar and 0.2120 acres in the Blanco River.

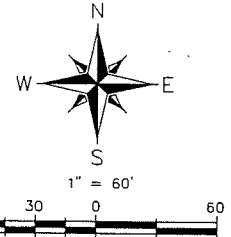


NOTE: This 20' wide strip or road is not a part of these subject tracts.

NOTE: Tract 2 is subject to this 20' road (not open or in use), as shown on the recorded plat of the CROSS ADDITION referenced in Volume 355, Page 127, Hays County Deed Records.

Tract 2

SURVEY SHOWING A 0.46 ACRE TRACT OF LAND SURVEYED FOR AND AT THE REQUEST OF REED BERRY SITUATED IN THE T. CAROTHERS SURVEY NO. 69, ABSTRACT NO. 106, HAYS COUNTY, TEXAS, BEING AN APPARENT PART OF TRACT "E", ALL OF AN APPARENT 20' WIDE EASEMENT SHOWN ON THE MAP OF RE-SUBDIVISION THE CROSS ADDITION RECORDED IN VOLUME 120, PAGE 551, DEED RECORDS, HAYS COUNTY, TEXAS AND AS SHOWN ON THE CROSS ADDITION RECORDED IN VOLUME 195, PAGE 69, DEED RECORDS, HAYS COUNTY, TEXAS, AND ALSO BEING PART OF AN APPARENT EASEMENT SHOWN THE MAP OF RE-SUBDIVISION THE CROSS ADDITION RECORDED IN VOLUME 195, PAGE 69, DEED RECORDS, HAYS COUNTY, TEXAS AND AS SHOWN ON THE CROSS ADDITION RECORDED IN VOLUME 120, PAGE 551, DEED RECORDS, HAYS COUNTY, TEXAS BOUNDED ON THE WEST BY TRACT "D", THE MAP OF RE-SUBDIVISION THE CROSS ADDITION RECORDED IN VOLUME 195, PAGE 69, DEED RECORDS, HAYS COUNTY, TEXAS, THE NORTH BY THE SOUTH LINE OF A CALLED 0.6339 ACRE TRACT OF LAND SURVEYED BY EAGLE LAND SURVEYING DATED APRIL 28, 2006, THE EAST BY THE WEST LINE OF THE APPARENT 20' WIDE EASEMENT AND THE SOUTH BY THE CENTERLINE OF THE BLANCO RIVER

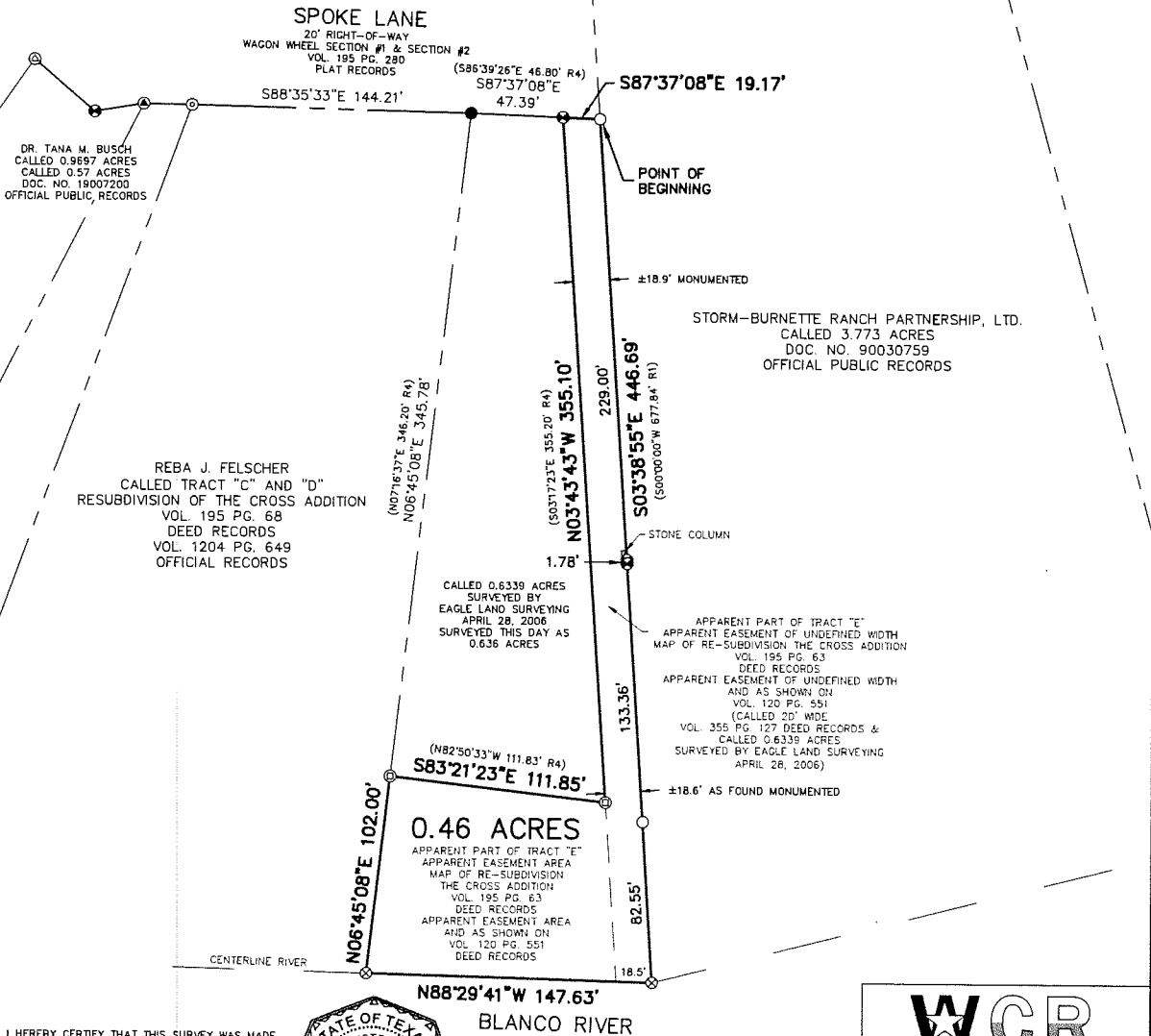


GENERAL SURVEY NOTES

- 1) SURVEYED PERFORMED AT THE REQUEST OF BRANDON EDWARDS AND REED BERRY.
- 2) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE ALL SETBACKS, EASEMENTS, COVENANTS, ENCUMBRANCES, ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 4) ALL BUILDING SETBACK LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, ZONING ORDINANCES AND DEVELOPMENT RULES AND REGULATIONS, SHALL BE CONFIRMED BY THE HOME OWNERS ASSOCIATION, ARCHITECTURAL CONTROL COMMITTEE, LANDOWNER, DEVELOPER, BUILDER, CONTRACTOR AND/OR CONTROLLING GOVERNMENTAL JURISDICTION BEFORE ANY PLANNING OR CONSTRUCTION. THIS LOT/TRACT IS SUBJECT TO COVENANTS CONDITIONS AND RESTRICTIONS RECORDED AND ON FILE AT THE COUNTY CLERK'S OFFICE. THE SURVEYOR DID NOT RESEARCH COVENANTS, CONDITIONS AND RESTRICTIONS.
- 5) NOT ALL IMPROVEMENTS SHOWN HEREON NOR LOCATED BY THIS SURVEY.
- 6) ADJOINERS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- 7) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY SEPARATE DOCUMENT.

LEGEND

- R1 RECORD CALL PER DOC. NO. 90030759 OFFICIAL PUBLIC RECORDS
- R2 RECORD CALL PER DOC. NO. 17025661 OFFICIAL PUBLIC RECORDS
- R3 RECORD CALL PER DOC. NO. 19007200 OFFICIAL PUBLIC RECORDS
- R4 RECORD CALL PER CALLED 0.6339 ACRES SURVEYED BY EAGLE LAND SURVEYING APRIL 28, 2006
- SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND 1" IRON PIPE
- ⊗ CALCULATED POINT
- ⊙ FOUND COTTON SPINDLE
- ⊙ FOUND IRON ROD W/ A YELLOW "BYRN" PLASTIC CAP
- ⊙ FOUND IRON ROD W/ A RED "EAGLE SURVEYING" PLASTIC CAP
- ⊙ FOUND IRON ROD W/ AN ALUMINUM CAP STAMPED "KENT MCILLIAN"
- ⊙ FOUND IRON ROD W/ A RED PLASTIC CAP
- ⊙ FOUND 1/2" IRON ROD W/ A YELLOW PLASTIC CAP



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

CHRISTOPHER JURICA
REGISTERED PROFESSIONAL LAND SURVEYOR #6344
RPLS6344@GMAIL.COM 512-618-7672



WCR
LAND SURVEYING
P.O. BOX 481 BLANCO, TX 78606
512-618-7672 RPLS6344@GMAIL.COM
TBPE&LS FIRM #10194135

JOB NO.: 1180-20	CHECKED BY: CJJ
DRAWN BY: CJJ	
SHEET: 1 OF 1	

ORDINANCE NO. 2021-XX

AN ORDINANCE APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY R. REED BERRY TO PERMIT THE OPERATION OF A VACATION RENTAL ON PROPERTY LOCATED AT 204 SPOKE LN WIMBERLEY, TEXAS, ZONED RURAL RESIDENTIAL 1 (R-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 R. Reed Berry (“Applicant”) requesting authorization to operate a vacation rental on real property described as South River Unit 1, Lot 43, zoned Rural Residential 1 (R-1); and

WHEREAS, a vacation rental is an authorized use in areas zoned Rural Residential 1 (R-1) upon approval of a CUP;

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 as a vacation rental facility, 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:

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 R. Reed Berry (“Applicant”) for use as a vacation rental on real property, described as The Cross Addition, Lot 8, Block 1, 2, and parts of 6 & 7, as more particularly described by survey in Exhibit “A”, attached and incorporated by reference, zoned Rural Residential 1 (R-1), Wimberley, Hays County, Texas, subject to the following terms and conditions:

1. CUP shall substantially comply with Application as submitted.
2. No organized outside activities shall be allowed on the property after 10 p.m.

3. No guests, other than paying guests, shall be allowed on the property at any time, unless approved in advanced, in writing, by the owner or their agent.
4. The grounds outside the residence shall remain free of litter and trash at all times.
5. A fire escape plan, identifying fire exits shall be developed and graphically displayed in each guest room.
6. One (1) smoke alarm shall be provided in each guest room, along with a fire extinguisher visible and accessible to guests.
7. A valid taxpayer number for reporting any Texas/City tax shall be provided to the City along with a copy of the completed City of Wimberley/State of Texas Hotel Occupancy Tax Questionnaire, no later than thirty (30) days of such change.
8. The City shall be notified of any change in ownership of the subject property within thirty (30) days of such change.
9. A copy of the requirements set forth in the CUP shall be made available to all guests.
10. The subject property owner shall provide the City and property owners within two hundred (200) feet of the subject property, with the current names and contact information (including telephone numbers and e-mail address) for the local responsible party for the subject property. The local contact shall be able to respond to any incident within thirty (30) minutes of a call and shall be authorized to make decisions regarding tenants at the property. If the name or contact information for the local contact changes, then the property owners shall notify the City and property owners within two hundred (200) feet of the subject property, with the current name and contact information.
11. Unruly gatherings are prohibited. Unruly gathering means a gathering of more than one (1) person which is conducted on premises within the City and which, by reason of the conduct of those persons in attendance, results in the occurrence of one (1) or more of the following conditions or events on public or private property: the destruction of property; obstruction of roadways, driveways, or public ways by crowds or vehicles; excessive noise; disturbances, brawls, fights or quarrels; public urination or defecation; or indecent or obscene conduct or exposure.
12. The property shall be subject to inspection at any time by designated City representatives if compliance is in question, with proper notice provided if feasible.
13. The CUP shall terminate and be considered abandoned if and when there is evidence of no rental activity, based in part of the State/City Hotel Occupancy Tax Reports, for a period of nine (9) months after the issuance of a certificate of occupancy. The burden shall be on the property owner to prove that use of the property has been in continuous use.

14. The owner of the property or the owner's agent, which may be a vacation rental agency, shall provide each renter a property map for the vacation rental property that shows the boundaries of the property and advises that trespassing on adjacent property is prohibited.
15. Should an operating permit for vacation rental facilities be established by the City in the future, the owner of the subject property shall comply with any and all applicable operating permit requirements that may be established by the City.

ARTICLE III. ZONING DISTRICT MAP

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

ARTICLE IV. REPEALER

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

ARTICLE V. SEVERABILITY

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

ARTICLE VI. EFFECTIVE DATE

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

ARTICLE VII. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED by the City of Wimberley City Council on the 20th day of May, 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

Erica Fick



215 Rim Rd. Wimberley, TX 78676



June 8, 2021

Dear members of the Planning and Zoning Committee,

I'd like to express my opposition to the request for a Conditional Use Permit at 204 Spoke Ln. (File No. CUP-21-015).

As a mother of two young children (ages 3 and 5 months old) I do not like the idea of transient people coming in and out of a property that is right across the street. My husband and I enjoy being able to let our son play in the front yard while watching him from the kitchen window, or letting him ride bikes with the neighborhood boys (of which there are 8 under the age of 8 on our street alone) without worrying about unfamiliar visitors and their cars. While my daughter is only a baby, I also want her to enjoy playing safely in our closed-loop neighborhood one day.

My family has lived in this house for nearly 20 years so we know all of our neighbors well. We trust and look after each other.

Allowing a short-term rental here threatens the safety of my kids and jeopardizes the strong sense of community that we all love so much about our neighborhood.

We have already experienced this first hand with the short-term rental at 251 Spoke Ln. In 2016, renters at that property were having a party and one of their guests was so drunk/high that he mistakenly wandered into our home unannounced around 10pm. It was terrifying. And when we tried to contact the property owner to report this incident, neither he nor Hill Country Premiere Lodging ever got back to us.

Please do not grant this request for a vacation rental (STR2) at 204 Spoke Ln.

Warm regards,
Erica Fick



Brian and Lauren Sklar

106 Rim Rd
Wimberley, TX 78676



June 9, 2021

OPPOSITION LETTER RE: File No. CUP-21-015; 204 Spoke Ln

City of Wimberley
City Planning and Development Coordinator, Nathan Glaiser
221 Stillwater
Wimberley, TX 78676
nqlaiser@cityofwimberley.com

Dear City of Wimberley Planning and Zoning Commission,

As homeowners within close proximity to the property in question, we oppose the request for a Short Term Rental (STR2) permit located at 204 Spoke Ln.

The use of the property as a short term rental leaves a gap in accountability for what occurs on the property, as well as the surrounding residential homes. While the owner may attempt to place parameters around the rental, those renting on a short term basis will have no stake in the community.

The area surrounding this property is peaceful, quiet, and family-centered. Zoning laws in many cities keep hotels out of residential neighborhoods to protect those areas from impacts stemming from the influx in out-of-town visitors, and disruptions including noise, trash, and an increase in traffic.

We respectfully ask that the City of Wimberley consider the inherent risks associated with short term rentals, and reject the request.

Sincerely,

Lauren Sklar + Brian

POTENTIAL ✓ Jan

210607 Section II deed restriction violation

June 7, 2021

City of Wimberley
Planning and Zoning Commission; City Council
221 Stillwater
Wimberley, Tx 78676

Ref.:
Notice of Public Hearing
File No. CUP-21-015
204 Spoke Lane* in Wimberley, TX

To Those Whom It Concerns:

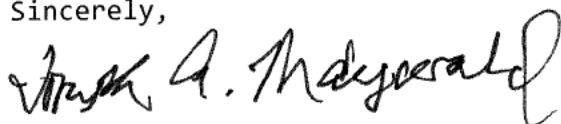
In the early 1960s, the Residential subdivision in Hays County, Texas (known as Wimberley's Wagon Wheel [Sections 1 & 2]) was established with a beneficial set of far sighted covenant (- deed) restrictions. The tract addressed as 204 Spoke Lane* is part of Section 2.

One of the primary restrictions is item #5 in the covenants list for both Sections:

"No business of any kind shall be carried on upon any residence lot."

The request made for 204 Spoke Lane* is contrary to the covenant (- deed) restrictions. In addition to other Wagon Wheel Property Owners, our family does also object to the request.

Sincerely,



Joseph A. Maywad
400 Hub Dr.
Wimberley, TX 78676

[Redacted]

PS.

Where * = address as verbally received by phone call from Mr. Glazier on Friday, 6-4th, '21, regarding File No. CUP-21-015.
Thank you Mr. Glazier.

Page 1 of 1
Jan

Nathaniel Glaiser

From: Debbie [REDACTED]
Sent: Thursday, June 10, 2021 4:15 PM
To: Nathaniel Glaiser
Cc: [REDACTED]
Subject: CUP21-015

June 10, 2021

Dear Planning and Zoning Commission,

As a homeowner residing at 205 Rim Road almost 20 years, I oppose the request for a vacation rental at 204 Spoke Lane.

We already have enough noise and increased traffic from the vacation rental at 251 Spoke Lane. For years this neighborhood existed with family homes and a few long term rentals. Our quiet sleepy neighborhood often has mom's pushing strollers with young children on bikes and and scooters, families with children walking, and seniors like myself out walking my dog. We often stop and visit.

Spoke Lane and Rim Road make a loop, the road is a dead end and makes a sharp turn in front of 204 Spoke. Both roads are single lanes with no shoulders.

Please protect our neighborhood and preserve it from becoming a development of short term rentals.

Thank you,
Deborah Ellis

Nathaniel Glaiser

From: Sarah Vaughan [REDACTED]
Sent: Thursday, June 10, 2021 4:09 PM
To: Nathaniel Glaiser
Subject: CUP 21-015 204 Spoke

Nathan,

I am a resident at 170 Spoke Lane. I oppose the application for the airbnb at 204 Spoke Lane. There is currently an existing LARGE airbnb next door to that property located at 251 Spoke Lane.. The neighbourhood currently experiences:

- 1) Unsafe traffic speeding through our neighbourhood. The current airbnb can have as many as 6 to 8 cars at one time. Another airbnb would double that. We have numerous small children in our neighborhood and this much traffic is unsafe and too much for our small rd.
- 2) Trapspassing across our properties. We consistently have the airbnb renters crossing our property. They also enter and exit the river on our private property even though we have signs posted. There has been one instance of a drunk renter entering a neighbourhood home thinking their house was the rental property.
- 3) Loud excessive noise and music on a consistent basis. Another rental property would only compound the already existing problem. On weekends it is hard to sit on our poach and enjoy our home with loud noise.
- 4) Anothrr concern is the current state of the lot has air streams and I don't not know the septic situation...

I believe one large rental property in our small neighborhood is enough. Please consider the daily living of our residents priority over approving another rental.

Thank You,
Sarah Vaughan
[REDACTED]



National Investors Title Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call National Investors Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-256-8098

You may also write to National Investors Title Insurance Company at:

**9442 N. Capital of Texas Hwy
Plaza II, Suite 220
Austin, TX 78759**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail:
ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact National Investors Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de National Investors Title Insurance Company's para informacion o para someter una queja al:

1-877-256-8098

Usted tambien puede escribir a National Investors Title Insurance Company:

**9442 N. Capital of Texas Hwy
Plaza II, Suite 220
Austin, TX 78759**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail:
ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con National Investors Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AN "OUT-OF-COUNTY TITLE COMPANY" IS DEFINED TO BE A TITLE INSURANCE COMPANY, TITLE INSURANCE AGENT, OR ANY REPRESENTATIVE OR AGENT THEREOF, WHICH HAS NOT CONTRACTED WITH TITLE DATA TO ACCESS THE TITLE PLANT USED TO PREPARE A TITLE INSURANCE COMMITMENT. A LIST OF TITLE DATA'S HOUSTON-AREA SUBSCRIBERS IS AVAILABLE AT WWW.TITLEDATA.COM BY SELECTING THE MISCELLANEOUS OPTION. THIS COVER LETTER MUST ACCOMPANY A TITLE INSURANCE COMMITMENT PROVIDED TO AN OUT-OF-COUNTY TITLE COMPANY.

**Required Language for a Title Insurance Commitment Cover Letter: Out-of-County Title Company
[Applies to Houston-area counties only]**

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for Harris, Brazoria, Chambers, Fort Bend, Galveston, Jefferson, Liberty, Montgomery and Waller counties, Texas, and has granted our company a license to use one or more of these title plants.

Our company's right to access and use Title Data's title plants is governed by the agreement we have with Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

We are permitted by Title Data to provide your company with this title insurance commitment if and only if (i) your company is not licensed as a Texas title insurance agent or direct for the county to which this title insurance commitment pertains (unless you are licensed by virtue of a contract with Title Data to access its title plant for this county), (ii) your company is not under contract to a non-Title Data title plant service for the county to which this title insurance commitment pertains, (iii) your company does not maintain a "business presence" (as defined below) in the county to which this title insurance commitment pertains, and (iv) you use this title insurance commitment only for the purpose of your company closing a bona fide real estate transaction which, in your genuine belief, will result in the issuance of a title insurance policy (the foregoing collectively referred to herein as the "Eligibility Requirements"). In the event your company does not satisfy all of the Eligibility Requirements, immediately return this title insurance commitment to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

Per our agreement with Title Data, a "business presence" is established when a company conducts a real estate closing using its own employees, its agents or its representatives. PLEASE NOTE: sign-ups, witness-only closings, accommodation closings, courtesy closings and similar activities (collectively referred to herein as a "sign-up") are considered to be a "real estate closing" per our agreement with Title Data, and mobile notaries and signing services are considered to be your "agent or representative."

In the event your company already has a business presence in the county to which this title insurance commitment pertains, or will have a business presence by virtue of the real estate transaction associated with this title insurance commitment, immediately return it to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

In the event your company elects to conduct a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains (either using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Title Data, subjecting us to the assessment of liquidated damages by Title Data.

Therefore, as an express condition for us providing you with the attached title insurance commitment and your acceptance and use thereof, you specifically agree (i) that your company meets the Eligibility Requirements, (ii) the consummation of the real estate transaction associated with this title insurance commitment will not result in a violation of such Eligibility Requirements, (iii) not to furnish this title insurance commitment (or any copies thereof) to any title insurance company or agent, and (iv) to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company's providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.

SCHEDULE A

Effective Date: June 29, 2017 at 08:00 AM

GF Number: 17-24007510

Commitment Number: 17-24007510, issued July 6, 2017 at 08:00-AM

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$ 215,000.00
PROPOSED INSURED:
Robert Reed Berry, Jr.
- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE
-- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
- (c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- (f) OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Denise W. Moon

4. Legal description of land:

0.9375 acres, all of Lot "E", RESUBDIVISION OF THE CROSS ADDITION, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 195, Page 68, Deed Records of Hays County, Texas.

TRADITION TITLE COMPANY, LLC

By: 

TRADITION TITLE COMPANY, LLC

SCHEDULE B

EXCEPTIONS FROM COVERAGE

GF Number: 17-24007510

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Item No. 1, Schedule B, is hereby deleted.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2017 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

SCHEDULE B

(Continued)

GF Number: 17-24007510

- a. Rights of Parties in Possession. (Owner Policy)
- b. Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements. (NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)
- c. Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records as herein defined.
- d. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- e. Easement:
Recorded: Volume 355, Page 127, Deed Records, Hays County, Texas.
Purpose: roadway
- f. Easement:
Recorded: Volume 3042, Page 596, Official Public Records, Hays County, Texas.
Purpose: water distribution lines
- g. The Company shall have no liability for, nor responsibility to defend, any part of the property described herein against:
 - (1) All right, title or claim of any character by the United States, State of Texas, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law.
 - (2) Right of riparian water rights owners to the use and flow of the water.
 - (3) The consequence of any past or future change in the location of the bed.(Loan Policy)
- h. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

SCHEDULE C

GF Number: 17-24007510

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Vendor's Lien retained in Deed:

Recorded: Volume 2919, Page 617, Official Public Records, Hays County, Texas
Grantor: Evan Angel, Jr. and spouse, June Angel
Grantee: Denise W. Moon
Dated: 5/5/2006

Additionally secured by Deed of Trust:

Recorded: Volume 2919, Page 621, Official Public Records, Hays County, Texas
Grantor: Denise W. Moon and John R. Moon, wife and husband
Trustee: Don W. Ledbetter
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for HOMECOMINGS FINANCIAL NETWORK INC.
Amount: \$258,400.00

6. Vendor's Lien retained in Deed:

Recorded: Volume 2919, Page 617, Official Public Records, Hays County, Texas
Grantor: Evan Angel, Jr. and spouse, June Angel
Grantee: Denise W. Moon
Dated: 5/5/2006

Additionally secured by Deed of Trust:

Recorded: Volume 2919, Page 641, Official Public Records, Hays County, Texas
Grantor: Denise W. Moon and John R. Moon, wife and husband
Trustee: Don Ledbetter
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for HOMECOMINGS FINANCIAL NETWORK, INC.
Amount: \$32,300.00

SCHEDULE C

(Continued)

GF Number: 17-24007510

7. Company requires the marital status of Denise W. Moon, from the date of acquisition to the present time. If married, company requires spouse to join in current transaction. (NOTE TO CLOSER: John R. Moon has joined on documents filed in the Official Public Records.)
8. Company requires current marital status of purchaser(s).
9. Payment of any and all ad valorem taxes which may be due and payable on the subject property.
10. Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.
11. Company must be furnished with a properly executed Waiver of Inspection signed by the Purchaser.
12. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.
13. ARBITRATION: The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}
14. NOTICE: Title Company is unwilling to issue the Title Policy without the general mineral exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. Optional endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for said endorsement is \$50 per policy.
15. NOTICE: Pursuant to Procedural Rule P-71, Company may, upon request and if a licensed Agent in the County, issue a T-53 Texas Residential Limited Coverage Chain of Title Policy covering a period of 60 months, showing the following documents filed in the Official Public Records: (Vesting Deed) General Warranty Deed with Vendor's Lien 2919/617.

FOR INFORMATIONAL PURPOSES ONLY: Schedule "D" attached hereto is a not a statement for payment of the title insurance premium or premiums and in some cases may not include all endorsements that are available or that a purchase may want. In addition, if there are changes in the final sales price or loan amount the premiums may change. You should check with the Escrow Officer in charge of the transaction for actual charges prior to closing.

SCHEDULE C

(Continued)

GF Number: 17-24007510

Note to all Buyers, Sellers, Borrowers, Lenders and all parties having a vested interest in the transaction covered by this Commitment. The following constitutes a MAJOR CHANGE in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which will require that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund account. "Good Funds" is defined as; (1) Cash or Wire Transfers; (2) Certified funds, including certified checks and cashiers checks; (3) Uncertified funds in amounts less than \$1,500.00, including checks, travelers checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts, and any other item when collected by the Financial Institution. For the benefit of all parties, The Company has adopted a policy that uncertified funds, in the aggregate, may not exceed the sum of \$500.00.

COMMITMENT FOR TITLE INSURANCE SCHEDULE D

GF Number: 17-24007510

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated of

National Investors Title Insurance Company - A008

National Investors Title Insurance Company is a wholly owned subsidiary of Investors Title Company.

Directors: J. Allen Fine, James A. Fine, Jr.; W. Morris Fine; C. Todd Murphy; L. Dawn Martin

Officers: J. Allen Fine, Chairman and CEO; W. Morris Fine, President and COO; Teresa Frost, President and Agency Manager - Texas Market; James A. Fine, Jr.,

EVP and CFO; George A. Snead, EVP; Todd Murphy, SVP and Treasurer; and Mike Aiken, Senior Vice President and Secretary

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

Tradition Title Company, LLC

a. The name of each shareholder, owner, partner or other person having, owning or controlling one percent or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Maria M. Oakum, Valerie Kay Holladay

b. Each Shareholder, owner, partner or other person having, owning or controlling ten percent or more of an entity that has, owns, or controls one percent or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

c. The following persons are officer and directors of the Title Insurance Agent:

Officers:	Directors:
President	Maria M. Oakum
Vice President	Valerie Kay Holladay

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$	1,512.00
Loan Policy	\$	0.00
Endorsement Charges	\$	50.00
Total	\$	1,562.00

Of this total amount: will be paid to the policy issuing Title Insurance Company; will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
15%	National Investors Title Insurance Co	Underwriting
\$150.00	Independence Title Company	Title Examination

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown on Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the policy is issued, all Exceptions will be on Schedule B of the Policy.

-EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

-CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at _____ or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling (800)252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

--Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

--Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company. The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)475-1771

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)475-1771

Commitment for Title Insurance



**National
Investors Title
Insurance Company**

**P.O. Drawer 2687
Chapel Hill
North Carolina 27515-2687
(919) 968-2200
www.invtitle.com**



LEGAL DESCRIPTION: All of Lot "E", RESUBDIVISION OF THE CROSS ADDITION, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 195, Page 68, Deed Records of Hays County, Texas.

LOT "D"

Approximate location of floodway as scaled from FIRM listed below.

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

Reference a blanket utility easement granted to Wimberley Water Supply Company as recorded in Volume 3042, Page 596 Hays County Official Public Records.

Approximate centerline of the Blanco River, as established by deed recorded in Volume 355, Page 127, Hays County Deed Records.

BLANCO

RIVER

ADDRESS: 204 Spoke Lane, Wimberley, Texas 78676

CLIENT: Robert Reed Berry, Jr.

TITLE COMPANY: Tradition Title Company

G.F. No.: 17-24007510

I hereby certify that this plat represents a survey made upon the ground under my supervision, on July 12, 2017 and there are no visible or apparent encroachments upon this property, except as shown hereon.

Clyde Barroso, R.P.L.S. #5404, State of Texas, Firm #10079300



ECROSS ZAK



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

Scale:
1" = 50'

Date:
July 12, 2017

Job No. 17-092 bf/jj/cb

2K.6

IMPROVEMENT SURVEY

● = 5/8" iron pin found unless otherwise noted

○ = 1/2" iron pin set with red plastic cap marked "EAGLE SURVEYING"

▲ = record location in approx. center of Blanco River

Ø = utility pole

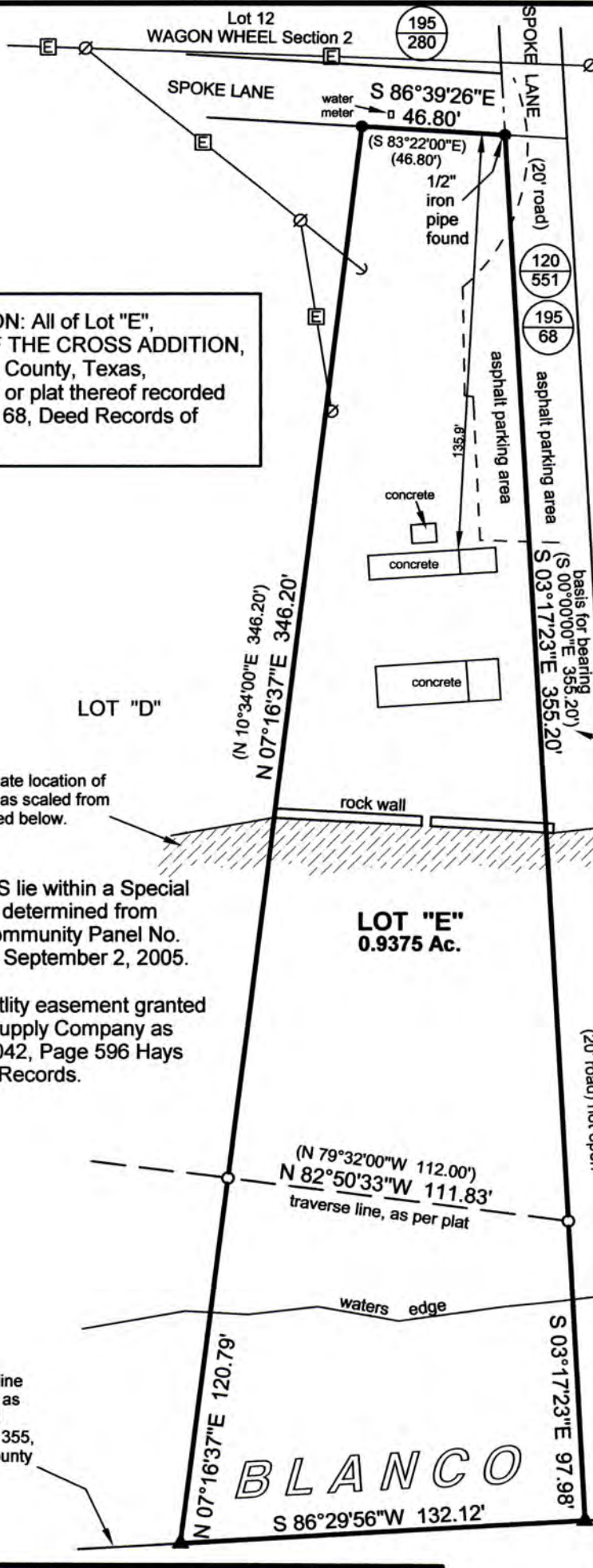
—E— = overhead electric line

↘ = guy wire

(XXXX) = recorded data

Vol
Page = Hays County Deed Records

NOTE: This 20' wide strip or road is not a part of this Lot "E".



Copyright © 2017 Eagle Land Surveying. All rights reserved.

CUTSF8006N CRH 444 720

GENERAL-WARRANTY-DEED

FILED VOL 355 PAGE 127
HAYS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS
81 MAR 20 PM 2 28

146252

George Clayton
CLERK

THAT WE, JOHN F. JOHNSON, and wife, ETTA MAE JOHNSON, of the County of Hays, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and confessed, for which no lien either express or implied is retained, paid by EVAN ANGEL, JR., and wife, JUNE ANGEL of Hays County, Texas, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said EVAN ANGEL, JR. and wife, JUNE ANGEL, their heirs and assigns, all of the following described property located and situated in Hays County, Texas:

Tract I: All that certain real property being 0.64 acres of land out of the Thos. Carruthers Survey, Hays County, Texas, being Lot No. Eight (8), Block No. One (1) and a portion of Lots Six (6) and Seven (7), Block No. Two (2) of the Cross Addition, a subdivision of Lot No. One (1) of the Jepp Hensen Estate as described in a deed recorded in Volume 101, page 94, Hays County Deed Records, said Cross Addition being of record in Volume 120, page 551, Hays County Deed Records, described as follows:

BEGINNING at an iron stake set on Blanco River for the southeast corner of Lot No. Eight (8), Block No. One (1) of said Cross Addition, said iron stake being also the Southeast corner of Block No. One (1) and the Southeast corner of said Cross Addition:

THENCE with East line of Block No. One (1) and Block No. Two (2) North 355.20 feet to iron stake set for the Northeast corner of the tract herein described;

THENCE leaving East line of Block No. Two (2) N 83° 22' W 46.94 feet to iron stake set for Northwest corner of the tract herein described;

THENCE S 10° 34' W 346.2 feet to iron stake on Blanco River bank for Southwest corner of tract herein described, same being Southwest corner of Lot No. Eight (8) and Southeast corner of Lot No. Seven (7), Block No. One (1) of said Cross Addition;

THENCE with South line of Lot No. Eight (8), Block No. One (1) S 79° 32' E 112.0 feet to the PLACE OF BEGINNING, containing 0.64 acres of land, surveyed December, 1960, by James R. Hall, Registered Public Surveyor No. 608.

-1-

DEEDS
Hays County, Texas

Tract II: All that tract of land, lying and being immediately south of what is known and designated as Lot No. Eight (8) in Block No. One (1) of the Cross Addition in Hays County, Texas, according to the map or plat thereof recorded in Volume 120 at page 551 of the Deed Records of Hays County, Texas, being bounded on the south by the Blanco River and on the east and west by extended east and west boundary lines of said Lot No. Eight (8); and which property is subject to an easement or roadway twenty feet wide along the south and southwest boundary of the Cross Addition.

The above described property is the indential property described in and conveyed by deed dated January 11, 1961 from Ja Wahrmond to J.F. Jonnson, et ux, recorded in Volume 185 at page 29 and Volume 185 at page 31 of the Deed Records of Hays County, Texas; and which property is subject to that easement evidenced by instrument dated June 26, 1948 from H.L. Thulemeyer, et ux to Joseph Serur, recorded in Volume 141 at page 354 of the Deed Records of Hays County, Texas.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said EVAN ANGEL, JR. and wife, JUNE ANGEL, their heirs and assigns, forever. And we do hereby bind ourselves, our heirs, executors, and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said EVAN ANGEL, JR., and wife, JUNE ANGEL, their heirs and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

However, the above described property is hereby conveyed subject to the reservation of all minerals by Grantors past, if any.

However, the above described property is hereby conveyed in all things subject to all easements, restrictions and covenants, if any, in the Deed and Plat Records of Hays County, Texas.

EXECUTED this the 20th day of March, 1981.

+ John F. Johnson
JOHN F. JOHNSON

-2- ETTA MAE JOHNSON
ETTA MAE JOHNSON

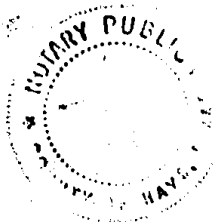
THE STATE OF TEXAS

COUNTY OF HAYS

Vol. 355 p. 129

BEFORE ME, the undersigned authority on this day personally appeared JOHN F. JOHNSON and wife, ETTA MAE JOHNSON, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of March, 1981.



Joy M. Richards
Notary Public in and for Hays
County, Texas.

My commission expires 9-9-84.

JOY M. RICHARDS

STATE OF TEXAS }
COUNTY OF HAYS }

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped herein by me, on



March 23, 1981
Spencer B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

RIGHT OF WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that John & Denise Moon
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Wimberley Water Supply, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across SEE BELOW acres of land, more particularly described in instrument recorded in Vol. 2919, Page 621, Deed Records, Hays County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described land and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 2 day of August, 2006.

* Lot 8 Blk 1 & Pt 6 & 7 Blk 2 Cross Addition

Legal Description

NW Corner

Meter Location

204 SPECK LAKE

Physical Address

J Moon
Denise Moon

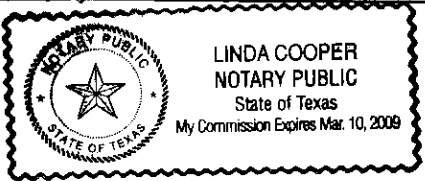
Form FmHA-TX 442-9
(Rev. 4-91)

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Hays

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jenn & Denise Deon known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 2 day of June, 2006

Linda Cooper
(Seal)


Hays County, Texas
(Notary Public in and for)

After Recording Return To:

**Wimberley Water Supply Corporation
P. O. Box 10
Wimberley, Texas 78676**

Filed for Record in:
Hays County
On: Oct 31, 2006 at 01:49P
Document Number: 06033184
Amount: 20.00
Receipt Number - 158691
By:
Lynn Curry, Deputy
Lee Carlisle, County Clerk
Hays County



AGENDA ITEM:	Notification Area Change from 200' to 400' for Vacation Rentals (STR2)
SUBMITTED BY:	P&Z Commissioner Philip McBride
DATE SUBMITTED:	6/9/2021
MEETING DATE:	6/17/2021

AGENDA FORM

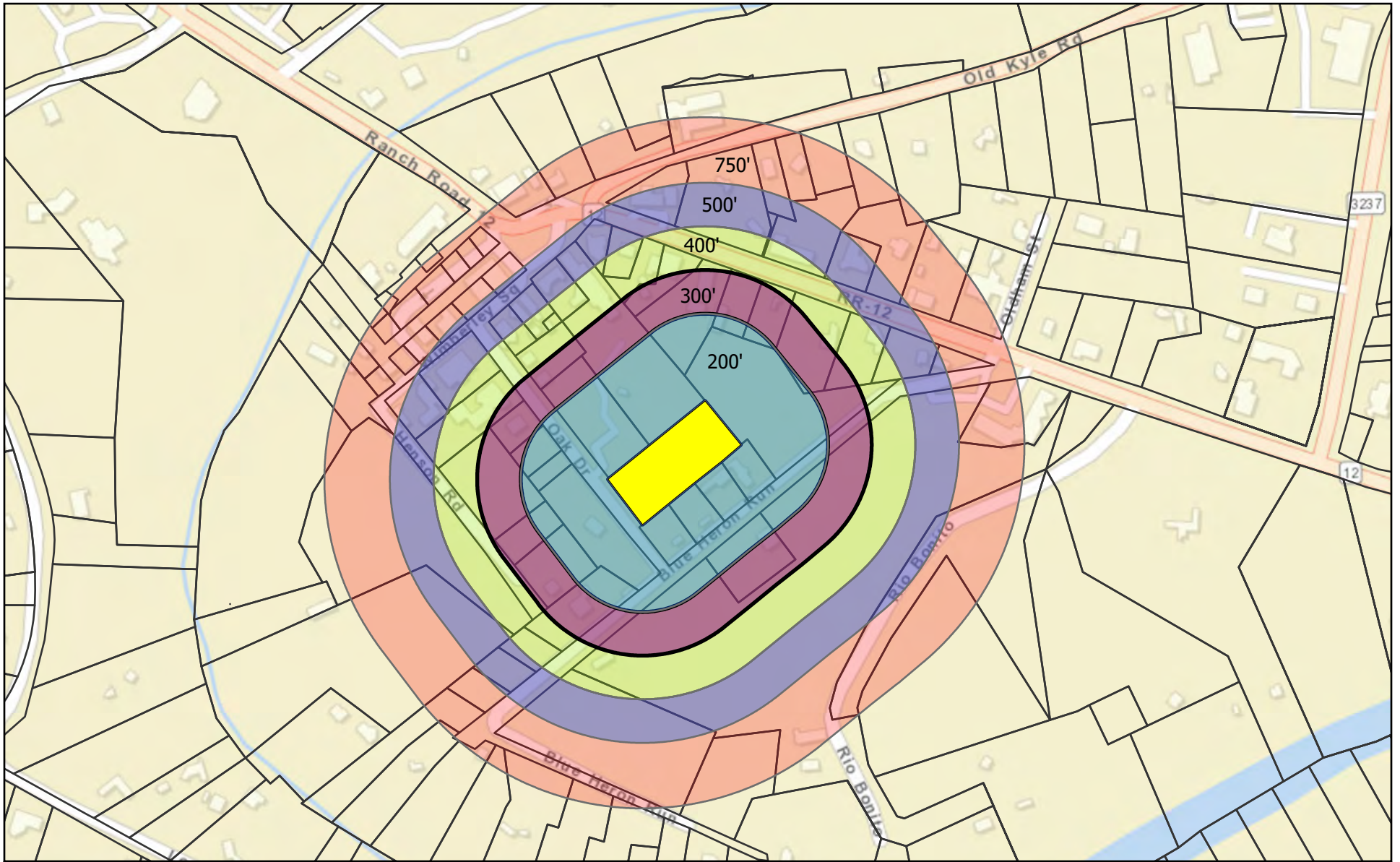
ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action regarding a proposal to change the notification area for Vacation Rentals (STR2) from 200' to 400'.

It has become a concern of several of the P&Z commissioners that certain circumstances are preventing nearby property owners from commenting on proposed STR2 CUPs that could impact their properties in a potentially negative way. Lack of prior notification means nearby property owners are unduly burdened to observe and police any violations of permitted use. We do not find the same level of burden for STR-2: Bed and Breakfast.

ATTACHMENT/S

Proposed Changes to Ordinance - Sec. 9.03.255(d)(1)

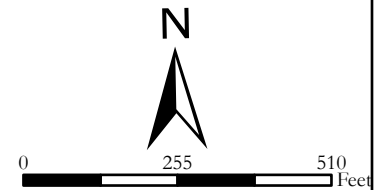


200' - 750' Notification Map

© OpenStreetMap (and) contributors, CC-BY-SA, City of Wimberley, Comal County, Esri, HERE, Garmin, INCREMENT P, NGA, USGS HaysCAD
 This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

2021

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



(d) Public hearing and notice.

(1) For zoning or rezoning requests involving real property, the planning and zoning commission shall hold at least one public hearing on each zoning application, as per applicable state law (Texas Local Gov't Code, chapter 211, as it may be amended). For proposed changes to zoning district boundaries, including rezoning requests, written notice of the public hearing to occur before the planning and zoning commission shall be sent to all owners of property, as indicated by the most recently approved city tax roll, that is located within the area of application and within 200 feet of any property affected thereby, or in the case of an STR2, within 400 feet of the affected property, this written notice to be sent not less than 10 days before the hearing is held. The notice may be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the U.S. mail.

(2) For requests involving proposed changes to the text of this article, notice of the planning and zoning commission hearing shall be accomplished by publishing the purpose, time, and place of the public hearing in the official newspaper of the city not less than 15 days prior to the date of the public hearing. Changes in the text of this article which do not change zoning district boundaries (such as which do not involve a specific real property) do not require written notification to individual property owners.

(3) Signs must be posted on any property that is proposed for a zoning change or development proposals by the applicant or its agent(s). Sign construction shall be in conformance with specifications established by the building official.

(4) The city may, at its option, establish additional rules and procedures for public notification of proposed zoning changes and development proposals (such as site plans, plats, and the like). Adherence to those rules and procedures, if established by the city, shall be the responsibility of the applicant and shall be required as part of a zoning change or development application.



AGENDA ITEM:	Little Ranches Roadway Rehabilitation Project Bid Award
SUBMITTED BY:	John Provost
DATE SUBMITTED:	6/14/2021
MEETING DATE:	6/17/2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Approve the awarding of the contract to repair and pave (Chip Seal) Little Ranches Road from Flite Acres to Mockingbird Ln. including culverts and drainage to the low bidder, Lone Star Sitework, LLC.

REQUESTED ACTION

Motion ☒
 Discussion ☒
 Ordinance ☐
 Resolution ☐
 Other ☐

FINANCIAL

Budgeted Item	☒	Original Estimate/Budget:	\$ 190,000.00
Non-budgeted Item	☐	Current Estimate:	\$ 155,569.73
Not Applicable	☐	Amount Under/Over Budget:	\$

STAFF RECOMMENDATION

Recommend approval

ATTACHMENT/S

- Lone Star Sitework, LLC bid proposal
- Meyers Concrete Construction, LP bid proposal
- Bid tabulation
- Recommendation to Award



June 14, 2021

Mike Boese
City Administrator
City of Wimberley

RE: Little Ranches Rd. – Roadway Rehabilitation Project
Recommendation of Award

Two (2) bids for the referenced project were received at the bid opening on June 11, 2021:

- Lonestar Sitework, LLC
- Meyers Concrete Construction

Bids have been tabulated and the apparent low bidder is Lonestar Sitework, LLC with a bid of:

\$ 155,569.73.

I recommend award of the construction contract for the *Little Ranches Rd., Roadway Rehabilitation Project* to **Lonestar Sitework, LLC** based on evaluation of the bid response packages.

Attached for reference is the bid tabulation and copies of the submitted bid response packages. Please feel free to call me at 512-220-8100 if you have any questions regarding this recommendation.

A handwritten signature in blue ink that reads 'CHAD GILPIN'.

Chad Gilpin, PE
City Engineer

Enclosures:

- Bid Tabulation
- Lonestar Sitework Bid Response Package
- Meyers Concrete Bid Response Package

LITTLE RANCHES - ROADWAY REHABILITATION

Bid Tabulation - June 11, 2021

						BID TAB					
						Engineers Estimate of Probable Cost		Lonestar Sitework, LLC		Meyers Concrete Construction, LP	
TxDOT SPEC	HAYS CO SPEC	ITEM No.	ITEM DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
110	1.00	1	EXCAVATION (ROADWAY) (8IN)	SY	2,722	\$8.50	\$23,137.00	\$5.80	\$15,787.60	\$6.00	\$16,332.00
110	10.00	2	EXCAVATION (RAODSIDE DITCH)	LF	1,478	\$5.00	\$7,390.00	\$4.60	\$6,798.80	\$5.00	\$7,390.00
164	-	3	CELL FBR MULCH SEED (PERM)	SY	1,314	\$2.75	\$3,613.50	\$1.37	\$1,800.18	\$2.00	\$2,628.00
247	3.00	4	FLEXIBLE BASE (6IN)	SY	2,722	\$14.00	\$38,108.00	\$10.60	\$28,853.20	\$17.00	\$46,274.00
302	5.00	5	TWO COURSE SURFACE TREATMENT	SY	2,455	\$9.00	\$22,095.00	\$15.85	\$38,911.75	\$18.00	\$44,190.00
305	-	6	SALV, HAUL, STKPL RCL APH PV	SY	2,455	\$8.00	\$19,640.00	\$2.20	\$5,401.00	\$5.00	\$12,275.00
310	4.00	7	PRIME COAT	SY	2,722	\$2.25	\$6,124.50	\$0.55	\$1,497.10	\$1.00	\$2,722.00
460	2.00	8	CORRUGATED METAL PIPE (12IN)	LF	160	\$50.00	\$8,000.00	\$71.90	\$11,504.00	\$97.00	\$15,520.00
460	2.00	9	CORRUGATED METAL PIPE (18IN)	LF	25	\$75.00	\$1,875.00	\$77.10	\$1,927.50	\$122.00	\$3,050.00
460	2.00	10	CORRUGATED METAL PIPE (30IN)	LF	35	\$110.00	\$3,850.00	\$98.80	\$3,458.00	\$165.00	\$5,775.00
SS3089	-	11	EMUL TRTMNT (MX NEW BASE & RCL APH)(8IN)	SY	2,722	\$4.50	\$12,249.00	\$12.30	\$33,480.60	\$16.00	\$43,552.00
500	-	12	MOBILIZATION (NOT TO EXCEED 10%)	LS	1	\$15,808.20	\$15,808.20	\$5,000.00	\$5,000.00	\$16,222.00	\$16,222.00
502	-	13	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1	\$12,000.00	\$12,000.00	\$750.00	\$750.00	\$22,457.00	\$22,457.00
506		14	TEMP EROSION & SEDIMENTATION CONTROLS	LS	1	\$3,000.00	\$3,000.00	\$400.00	\$400.00	\$991.00	\$991.00
Subtotal						\$176,890.20					
Contingency (10%)						\$17,689.02					
TOTAL BID AMOUNT						\$194,579.22			\$155,569.73		\$239,378.00

Prepared By:



Date: June 11, 2021

Required Bid Items		
Bid Bond	Yes	Yes
Non-Collusion Statement	Yes	Yes
References	Yes	Yes
Conflict of Interest Statement	Yes	Yes

**DIVISION B
BID PROPOSAL**

**Bidder: Lone Star Sitework, LLC
PO BOX 1867
Wimberley, TX 78676**

Bid Open: June 11, 2021 @ 2 PM

BIDDER will complete the Work for the following prices:

Bid Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	MOBILIZATION (NOT TO EXCEED 10% OF TOTAL BID) for _____ dollars and _____ cents Per Lump Sum	LS	1	\$ <u>5,000⁰⁰</u>	\$ <u>5,000⁰⁰</u>
2	EXCAVATION (ROADWAY)(8IN) for _____ dollars and _____ cents Per Square Yard	SY	2,722	\$ <u>5.80</u>	\$ <u>15,787⁶⁰</u>
3	EXCAVATION (ROADSIDE DITCH) for _____ dollars and _____ cents Per Linear Foot	LF	1,478	\$ <u>4.60</u>	\$ <u>6,798⁸⁰</u>
4	CELL FBR MULCH SEED(PERM) for _____ dollars and _____ cents Per Square Yard	SY	1,314	\$ <u>1.37</u>	\$ <u>1,800¹⁸</u>
5	FLEXIBLE BASE (6IN) for _____ dollars and _____ cents Per Square Yard	SY	2,722	\$ <u>10.60</u>	\$ <u>28,853²⁰</u>
6	TWO COURSE SURFACE TREATMENT for _____ dollars and _____ cents Per Square Yard	SY	2,455	\$ <u>15.85</u>	\$ <u>38,911⁷⁵</u>
7	SALV, HAUL & STKPL RCL APH PV (2IN) for _____ dollars and _____ cents Per Square Yard	SY	2,455	\$ <u>2.20</u>	\$ <u>5,401⁰⁰</u>
8	PRIME COAT for _____ dollars and _____ cents Per Square Yard	SY	2,722	\$ <u>0.55</u>	\$ <u>1,497¹⁰</u>
9	CORRUGATED METAL PIPE (12IN) for _____ dollars and _____ cents Per Linear Foot	LF	160	\$ <u>71.90</u>	\$ <u>11,504⁰⁰</u>

10	CORRUGATED METAL PIPE (18IN) for _____ dollars and _____ cents Per Linear Foot	LF	25	\$ <u>77.10</u>	\$ <u>1,927.50</u>
11	CORRUGATED METAL PIPE (30IN) for _____ dollars and _____ cents Per Linear Foot	LF	35	\$ <u>98.80</u>	\$ <u>3,458.00</u>
12	EMUL TRTMENT (MX NEW BASE & RCL APH)(8IN) for _____ dollars and _____ cents Per Square Yard	SY	2,722	\$ <u>12.30</u>	\$ <u>33,480.60</u>
13	BARRICADES, SIGNS & TRAFFIC HANDLING for _____ dollars and _____ cents Per Lump Sum	LS	1	\$ <u>750.00</u>	\$ <u>750.00</u>
14	TEMP EROSION & SEDIMENTATION CONTROLS for _____ dollars and _____ cents Per Lump Sum	LS	1	\$ <u>400.00</u>	\$ <u>400.00</u>
	TOTAL BID (BID ITEMS 1-14) for _____ dollars and _____ cents			\$ _____	\$ <u>155,569.73</u>

Project: **LITTLE RANCHES ROAD – ROADWAY REHABILITATION PROJECT**

THIS BID IS SUBMITTED TO:

City of Wimberley
City Hall
221 Stillwater
Wimberley, Texas 78676

FROM: _____
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **twenty five (25) working days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.: <u>#1</u>	Dated: <u>6/07/2001</u>
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
 - E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on June 11, 2021.

By: C. Harrison
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Cullen Harrison, managing member
(Typed or Printed Name and Title)

Bidder: Lone Star Sitework, LLC
(Name of Company)

Business Address: Po Box 1867
Wimberley, Tx 78676

Telephone No: 512 393 1582

IF Bidder is a Corporation:

ATTEST

[Signature]
(Signature of Witness)

(Corporate Seal)

Texas
(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

**NON-COLLUSION AFFIDAVIT
PRIME BIDDER**

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is Cullen Harrison
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Wimberley or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

C Harrison
Signature of

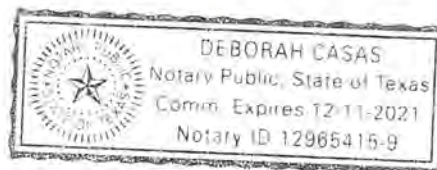
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 11 day of June, 2021.

Deborah Casas
Notary Public

My Commission expires:

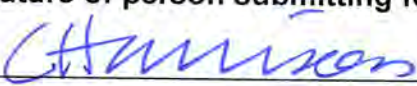
12-11-21



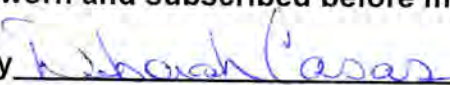
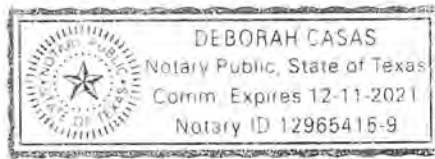
CITY OF WIMBERLEY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

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

Printed name of person submitting form: Cullen Harrison
Name of Company: Lone Star Sitework, LLC
Date: 6/11/2021
Signature of person submitting form: 

NOTARIZED:

Sworn and subscribed before me,	
by 	
on <u>12-11-2021</u> <u>6/11/2021</u> (date)	

INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: Bexar VA CSJ #0915-00-223
Project Owner: Texas Dept. of Transportation
Owner Contact Person & Phone No.: Ray Mumme 210-452-4685
Value of Contract: \$227,501⁰⁰
Date Completed: 7/20/2020
Bidder's Project Manager: Cullen Harrison
Bidder's Project Superintendent: Cullen Harrison

2. Name of Project: W. San Antonio St
Project Owner: City of Boerne
Owner Contact Person & Phone No.: Ryan Bass 830-248-1538
Value of Contract: \$336,038⁶⁴
Date Completed: 11/18/2019
Bidder's Project Manager: Oswaldo Fernandez
Bidder's Project Superintendent: Cullen Harrison

3. Name of Project: 4th Street Pedestrian Improvements
Project Owner: City of Taylor
Owner Contact Person & Phone No.: Jacob Walker 409-720-8335
Value of Contract: \$141,954¹⁴
Date Completed: 7/30/2019
Bidder's Project Manager: Oswaldo Fernandez
Bidder's Project Superintendent: Cullen Harrison

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project. - Attached

1. Name of Proposed Project Manager: Cullen Harrison
2. Name of Proposed Project Superintendent: Oswaldo Fernandez

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Traffic Control Lone Star Sitework, LLC - We have certified flaggers
2. Earthwork Lone Star Sitework, LLC
3. Pavement (2 course surface treatment) Lone Star Paving

Other Subcontractors Exceeding 10% of total contract amount:

4. None
5. _____
6. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location
See Attached				

Lone★Star Sitework

EXPERIENCE DATA

PROJECT MANAGER

Cullen Harrison, Managing Member

Aaron Concrete: 2004-2010

Forman for milling machine crew working on TXDOT roadways.

CAS Construction: 2010-2012

Superintendent on TXDOT jobs, government projects, city projects and commercial projects.

Lone Star Sitework: 2012- Present

Owner of company.

Oversees all work and superintendents for all utilities and Sitework projects for all TXDOT and commercial projects.

SUPERINTENDENT

Oswaldo Fernandez

Lone Star Sitework, LLC: 2013- Present

Superintendent on TXDOT jobs, government projects, city projects and commercial projects. Manages crews and over project layout, ordering material. Experienced with TopCon Total Station.

Latest Projects for Superintendent and Project Manager

Project Name: RM12/FM 2439 Intersection Improvements

Contract Amount: \$529,832.56

Type of work: Pedestrian and bike improvements, intersection improvements

Date Completed: 04/08/2021

Owner's name/address: City of San Marcos, 630 E. Hopkins St, San Marcos, TX 78666

Owners Contact: Tim Wilson, 512-393-8141

Project Name: Utopia Blvd, Bluffside Blvd. and Margies Ln. Reconstruction

Contract Amount: \$612,138

Type of work: Various city street road reconstruction

Date Completed: 03/31/2021

Owner's name/address: City of Selma, 9375 Corporate Dr, Selma, TX 78154

General Contractor: Diamond X Contracting, Ronnie Duenez, 512-773-8997

Roadwork – Sitework - Underground Utilities - Concrete

Lone★Star Sitework

Project Name: Travis RM 2222 CSJ#2100-01-064

Contract Amount: \$865,195.12

Type of work: Intersection improvements consisting of adding a raised median and replacing traffic signals

Date Completed: 03/20/2021

Owner's name/address: Texas Department of Transportation, 125 East 11th St, Austin, TX 78701

Owner Contact: Chuck Goertz, (512) 997-2230

Project Name: Judson Rd Sidewalks

Contract Amount: \$1,063,086.96

Type of work: New sidewalk installation, paving and striping

Date Completed: 02/20/2021

Owner's name/address: City of San Antonio, P.O. Box 839966, San Antonio, TX 78283

Owner Contact: Mariano Martino, 210.207.2778

Project Name: PR 13B Aransas, CSJ# 0585-01-016

Contract Amount: \$540,816.30

Type of work: Repair seawall and damaged roadway consisting of seawall coping repair, concrete crack cleaning and sealing, stair handrail replacement, reconstruct damaged roadway, grading, surface treatment, and striping

Date Completed: 12/01/2020

Owner's name/address: Texas Department of Transportation, 125 East 11th St, Austin, TX 78701

Owner Contact: Chandler Williams, (361)364-6422

Project Name: Taft Sidewalks CSJ# 0916-28-073

Contract Amount: \$460,284.26

Type of work: City streets sidewalk removal and replacement

Date Completed: 07/31/2020

Owner's name/address: Texas Department of Transportation, 125 East 11th St, Austin, TX 78701

Owner Contact: Chandler Williams, (361)364-6422

Project Name: Bexar VA, CSJ#0915-00-223

Contract Amount: \$227,501

Type of work: 1 mile of roadway widening and install turn lane

Date Completed: 07/20/2020

Owner's name/address: Texas Department of Transportation, 125 East 11th St, Austin, TX 78701

General Contractor: Capital Excavation, Troy Wanner, 512-440-1717

Lone★Star Sitework

Project Name: RM 967, CSJ# 0016-16-030

Contract Amount: \$1,347,354

Type of work: Concrete sidewalks, curb, storm sewer, traffic signal and paving

Date Completed: 05/29/2020

Owner's name/address: Texas Department of Transportation, 125 East 11th St, Austin, TX 78701

Owner Contact: William Schulle, (512)-282-2113

Project Name: Ranch Road 12 System Interconnect

Contract Amount: \$51,889.24

Type of work: 6" Waterline installation

Date Completed: 04/20/2020

Owner's name/address: Wimberley Water Supply Corporation, 110 LaPais, Wimberley, TX

Owner Contact: Garrett Allen, (512) 847-2323

Lone★Star Sitework

MAJOR EQUIPMENT

LARGE EQUIPMENT

Bobcat S185, with various attachments
2008 670D John Deere Motor Grader
2009 Volvo Steel Wheel Roller
2010 John Deere Backhoe Loader 310 SJ
2012 John Deere Excavator 75D w/ Rubber tracks and various bucket sizes
Topcon GT-505 Total Station
2017 Bobcat T770

TRUCKS

2007 Chevrolet 2500
2011 Ford 250
2015 Chevrolet Silverado 1500
2015 F350
2019 Chevrolet 2500
2020 F350
2020 F350

TRAILERS

2012 Magnum 16'
2014 Tophat 5x10
2016 Centex 16'
2016 Big Tex Dump Trailer 7x14
2015 Cent trailer 16'
2007 Red trailer 16'
2002 Big Tex 25' Gooseneck

OTHER

Multiple Cut off Saws, Generators & hand tools

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned
Lone Star Sitework, LLC as Principal,
and Merchants Bonding Company (Mutual) as Surety,
are hereby held and firmly bound unto the City of Wimberley, Texas as Owner in the penal sum
of Five Percent of the Greatest Amount Bid (5% G.A.B.); for payments of which, well and
truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors,
administrators, successors, and assigns. Signed this 11th day of June, **2021**.

The condition of the above obligation is such that whereas the Principal has submitted to
the City of Wimberley, Texas a certain Bid, attached hereto and hereby made a part hereof to
enter into a Contract in writing for the Little Ranches Road – Roadway Rehabilitation Project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I
the Form of Contract attached hereto (properly complying in accordance with said
Bid) and shall furnish a bond for his faithful performance of said Contract, and for the
payment of all persons performing labor or furnishing materials in connection
therewith, and shall in all other respect perform the Agreement created by the
acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety, and its bonds shall be in no way impaired or affected by any extension of the time
within which the Owner may accept such Bid; and said Surety does hereby waive notice of
any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals and such of them as are corporations have caused their corporate seals to be hereto
affixed and these presents to be signed by their proper officers, the day and year first set forth
here.

Lone Star Sitework, LLC
Principal (Seal)
By: Cullen Harrison
Signature
Cullen Harrison
Print Name

Merchants Bonding Company (Mutual)
Surety (Seal)
By: Chandler Nazzal
Signature
Chandler Nazzal, Attorney-in-Fact
Print Name



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzari; John A Aboumrad; Keith Rogers; Michael B Hill; Russ Frenzel; Sylvia Thomas; William D Baldwin

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of February, 2021



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of February, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of June, 2021



William Warner Jr.

Secretary

**DIVISION B
BID PROPOSAL**



Myers Concrete Construction, LP.
P.O. Box 2928
Wimberley, TX. 78676

BIDDER will complete the Work for the following prices:

Bid Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	MOBILIZATION (NOT TO EXCEED 10% OF TOTAL BID) for <u>SIXTEEN THOUSAND TWO HUNDRED TWENTY TWO</u> dollars and <u>NO</u> cents Per Lump Sum	LS	1	\$ <u>16,222.00</u>	\$ <u>16,222.00</u>
2	EXCAVATION (ROADWAY)(8IN) for <u>SIX</u> dollars and <u>NO</u> cents Per Square Yard	SY	2,722	\$ <u>6.00</u>	\$ <u>16,332.00</u>
3	EXCAVATION (ROADSIDE DITCH) for <u>FIVE</u> dollars and <u>NO</u> cents Per Linear Foot	LF	1,478	\$ <u>5.00</u>	\$ <u>7,390.00</u>
4	CELL FBR MULCH SEED(PERM) for <u>TWO</u> dollars and <u>NO</u> cents Per Square Yard	SY	1,314	\$ <u>2.00</u>	\$ <u>2,628.00</u>
5	FLEXIBLE BASE (6IN) for <u>SEVENTEEN</u> dollars and <u>NO</u> cents Per Square Yard	SY	2,722	\$ <u>17.00</u>	\$ <u>46,274.00</u>
6	TWO COURSE SURFACE TREATMENT for <u>EIGHTEEN</u> dollars and <u>NO</u> cents Per Square Yard	SY	2,455	\$ <u>18.00</u>	\$ <u>44,190.00</u>
7	SALV, HAUL & STKPL RCL APH PV (2IN) for <u>FIVE</u> dollars and <u>NO</u> cents Per Square Yard	SY	2,455	\$ <u>5.00</u>	\$ <u>12,275.00</u>
8	PRIME COAT for <u>ONE</u> dollars and <u>NO</u> cents Per Square Yard	SY	2,722	\$ <u>1.00</u>	\$ <u>2,722.00</u>
9	CORRUGATED METAL PIPE (12IN) for <u>NINETY SEVEN</u> dollars and <u>NO</u> cents Per Linear Foot	LF	160	\$ <u>97.00</u>	\$ <u>15,520.00</u>

10	CORRUGATED METAL PIPE (18IN) for <u>ONE HUNDRED TWENTY TWO</u> dollars and <u>NO</u> cents Per Linear Foot	LF	25	\$ <u>122.⁰⁰</u>	\$ <u>3,050.⁰⁰</u>
11	CORRUGATED METAL PIPE (30IN) for <u>ONE HUNDRED SIXTY FIVE</u> dollars and <u>NO</u> cents Per Linear Foot	LF	35	\$ <u>165.⁰⁰</u>	\$ <u>5,775.⁰⁰</u>
12	EMUL TRTMENT (MX NEW BASE & RCL APH)(8IN) for <u>SIXTEEN 8</u> dollars and <u>NO</u> cents Per Square Yard	SY	2,722	\$ <u>16.⁰⁰</u>	\$ <u>43,552.⁰⁰</u>
13	BARRICADES, SIGNS & TRAFFIC HANDLING for <u>TWENTYTWO THOUSAND FOUR HUNDRED FIFTY SEVEN</u> dollars and <u>NO</u> cents Per Lump Sum	LS	1	\$ <u>22,457.⁰⁰</u>	\$ <u>22,457.⁰⁰</u>
14	TEMP EROSION & SEDIMENTATION CONTROLS for <u>NINE HUNDRED NINETY ONE</u> dollars and <u>NO</u> cents Per Lump Sum	LS	1	\$ <u>991.⁰⁰</u>	\$ <u>999.⁰⁰</u>
	TOTAL BID (BID ITEMS 1-14) for _____ dollars and _____ cents			\$ _____	\$ _____

TWO HUNDRED THIRTY NINE THOUSAND
THREE HUNDRED SEVENTY EIGHT DOLLARS
AND NO CENTS

\$ 239,378.⁰⁰

Project: **LITTLE RANCHES ROAD – ROADWAY REHABILITATION PROJECT**

THIS BID IS SUBMITTED TO:

City of Wimberley
City Hall
221 Stillwater
Wimberley, Texas 78676

FROM: MYERS CONCRETE CONSTRUCTION
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **twenty five (25) working days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	<u>1</u>	Dated:	<u>6/7/21</u>
Addendum No.:		Dated:	
Addendum No.:		Dated:	
Addendum No.:		Dated:	
Addendum No.:		Dated:	

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
- E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- ✓ A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - ✓ B. Non-Collusion Affidavit
 - ✓ C. Conflict of Interest Statement
 - ✓ D. Information From Bidders

RESPECTFULLY SUBMITTED on JUNE 11, 2021.

By: [Signature]
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

CHASE BOTKIN OPERATIONS MANAGER

(Typed or Printed Name and Title)

Bidder: MYERS CONCRETE CONSTRUCTION

(Name of Company)

Business Address: P.O. Box 2928

WIMBERLEY, TX 78676

Telephone No: 512-847-8000

IF Bidder is a Corporation:

ATTEST

[Signature]
(Signature of Witness)

N/A

(Corporate Seal)

Texas

(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

**NON-COLLUSION AFFIDAVIT
PRIME BIDDER**

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is OPERATIONS MANAGER
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Wimberley or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.


Signature of

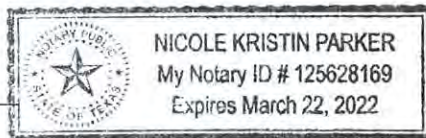
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 10 day of June, 2021.


Notary Public

My Commission expires:

3-22-22



INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: SEE ATTACHED
- Project Owner: _____
- Owner Contact Person & Phone No.: _____
- Value of Contract: _____
- Date Completed: _____
- Bidder's Project Manager: _____
- Bidder's Project Superintendent: _____
-
2. Name of Project: _____
- Project Owner: _____
- Owner Contact Person & Phone No.: _____
- Value of Contract: _____
- Date Completed: _____
- Bidder's Project Manager: _____
- Bidder's Project Superintendent: _____
-
3. Name of Project: _____
- Project Owner: _____
- Owner Contact Person & Phone No.: _____
- Value of Contract: _____
- Date Completed: _____
- Bidder's Project Manager: _____
- Bidder's Project Superintendent: _____

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: CHASE BOTKIN
2. Name of Proposed Project Superintendent: TY KIRKPATRICK

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Traffic Control SELF PERFORM
2. Earthwork SELF PERFORM
3. Pavement (2 course surface treatment) SELF PERFORM

Other Subcontractors Exceeding 10% of total contract amount:

4. PERFORMANCE EQUIPMENT (EMULSION)
5. _____
6. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location
SEE ATTACHED LIST				



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Myers Concrete Construction, LP
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the
"Surety," are held and firmly bound unto City of Wimberley
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Little Ranches Road Roadway Rehab Project

Proj. No.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 11th day of June, 2021.

Myers Concrete Construction, LP
(Principal)

BY: Randy Myers, Jr.

TITLE: Randy Myers, Jr. President

SURETEC INSURANCE COMPANY

BY: Jennifer Webb

Jennifer Webb, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer Webb

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Myers Concrete Construction, LP

Obligee: City of Wimberley

Amount: \$ 225,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

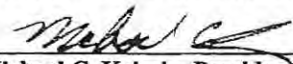
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of October, A.D. 2020.

SURETEC INSURANCE COMPANY

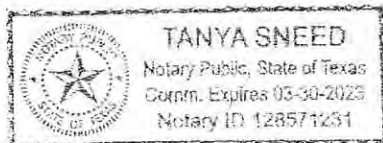
By: 
Michael C. Keimig, President

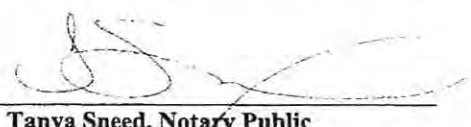
State of Texas
County of Harris

ss:



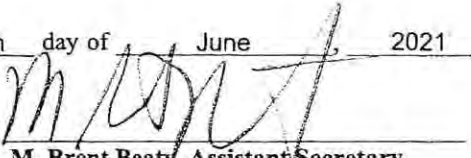
On this 27th day of October, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of June, 2021, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

CITY OF WIMBERLEY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

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

Printed name of person submitting form:

CHASE BOTKIN

Name of Company:

MYERS CONCRETE CONSTRUCTION

Date:

6/10/21

Signature of person submitting form:

[Signature]

NOTARIZED:

[Signature]

Sworn and subscribed before me,

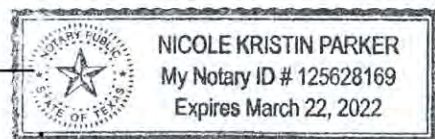
by

Nicole Kristin Parker

on

June 10, 2021

(date)





MYERS CONCRETE CONSTRUCTION, LP.
P.O. BOX 2928
WIMBERLEY, TX 78676
PHONE 512-847-8000 FAX 512-847-3831
info@myersconcrete.com
www.myersconcrete.com
HUB/WBE/SBE Certified

Federal Tax ID# 33-1107017 DUNS#062410899

HUB#1331107017400/ WBE#MYE8321732/ SCTRCA#211026246/ SEBEDA#10020505

Organization Structure

Myers Concrete Construction, LP. is led by Charlene and Randy Myers. Charlene and Randy have owned and operated Myers Concrete for over 40 years.

Randy Myers oversees operations.

Chase Botkin serves as our General Manager over Field Operations & Chief Estimator

Ty Kirkpatrick assists in field as a Supervisor.

Tim Green assists in the field as a Supervisor.

Cade Patterson is Myers Concrete Technical Supervisor and Estimator.

Nicole Parker handles all the contract documents and pay applications

Clark Myers is in charge of purchasing, ordering, and submittals.

Becky Beaty handles all H/R, Payroll and Payables.

Contact List

Randy Myers	Vice President	512-753-6800 randy@myersconcrete.com
Chase Botkin	GM/Superintendent	512-633-5229 chase@myersconcrete.com
Ty Kirkpatrick	Asst. Supervisor	830-279-8291 ty@myersconcrete.com
Tim Green	Asst. Supervisor	512-757-0355 tim@myersconcrete.com
Cade Patterson	Sales/Estimating	512-393-1992 cade@myersconcrete.com
Clark Myers	Purchasing/Est.	512-618-1985 clark@myersconcrete.com
Nicole Parker	A/R & Contract Mgr.	512-847-8000 nicole@myersconcrete.com
Becky Beaty	P/R Manager	512-847-8000 becky@myersconcrete.com

Myers Concrete Construction, LP
2301 FM 3237 (physical) / PO Box 2928 (mailing)
Wimberley, TX. 78676
512-847-8000 Office / 512-847-3831 Fax



MYERS CONCRETE CONSTRUCTION, LP.
P.O. BOX 2928
WIMBERLEY, TX 78676
PHONE 512-847-8000 FAX 512-847-3831
info@myersconcrete.com
www.myersconcrete.com
HUB/WBE/SBE Certified

RELEVANT EXPERIENCE REFERENCE LIST

Owner: City of Marble Falls

Attn: Robert W. Moss, CPSI
Parks and Recreation Director
1808 2nd Street - Marble Falls, TX 78654
Office: 830-798-6250 Cell: 512-755-3210
Description: Excavation of apx. 8,000 CY of dirt to build man made beach, reconstruction of roadway and installation of new asphalt parking lots totaling apx. 12,000 SY of road and parking
Amount - \$3 million

**Owner: City of Wimberley –
Hidden Valley Low Water Crossing**

Contact: Chris Reed, PM with Stantec
210-525-9090 Chris.Reed@stantec.com
Contract Amount - \$1,336,860.00
Project: Concrete foundations, piers, pavement, box culverts, rock filter dams
Start 06/01/2016 Estimated Completion 11/06/2017

**Owner: City of New Braunfels –
Downtown Sidewalk Pedestrian Improvements**

Contact: Adam Michie, PE 830-221-4079
amichie@nbtexas.org
Contract Amount - \$2,119,623.00
Project: - Sidewalks, Paving, Curb & Gutter, Excavation, Brick Pavers, Curbs, Ramps, Lighting, Utilities, Driveways
Start 03/2017 Completion 10/2018

**Owner: Wimberley ISD –
Re Veg Bond**

Contact: Eddie Campbell 512-632-6687
Contract Amount - \$643,561.18
Project: Detention Pond Repair, Grading, 6 acres restroom enclosures, pavilions, benches of Re-Veg, Topsoil, & Sidewalks
Start 5/25/2016 Completion 9/30/2016

City of Seguin C/O: Atlas Construction-

Contact: Mike Ammerman, PM
Email: mrcs@tstar.net Phone 830.596.0496
Project: Concrete approximately 1 mile of full street reconstruction, including major outfall structures - \$781,225.00
Start 07/01/2018 Estimated Completion 02/2019

Owner: DeWitt County –

Republic Engineering – Jacob Helfor
361.574.7085 jake@republicvictoria.com
Project: Oil Mill Drainage Improvements - \$492,932.38
Excavation, Grading, and Stabilized apx. 1 Acre of drainage channel with gabion baskets

**Owner: City of Dripping Springs
Mercer Street Pedestrian Improvement**

Michelle Fischer, City Admin
512-858-4725 Office
511 Mercer St, Dripping Springs
Klotz Associates- Kevin Hoffman, P.E.
512-328-5771 Phone
Contact Amount – \$630,165.00
~ Project – Sidewalks, Paving, Curb & Gutter, Retain Walls, Driveways, Curb Ramps, Light Poles, Benches

Owner: City of San Antonio

District 2 Parks Improvements

114 W. Commerce St, San Antonio
Terra Design Group – Marc Zac 210-220-1400
Contract Amount - \$371,400.00
~ Project – Concrete Slabs, granite trails,



MYERS CONCRETE CONSTRUCTION, LP.
P.O. BOX 2928
WIMBERLEY, TX 78676
PHONE 512-847-8000 FAX 512-847-3831
info@myersconcrete.com
www.myersconcrete.com
HUB/WBE/SBE Certified

Available Equipment List – All equipment is owned and available to this project

300	2016	BOBCAT	S-590
301	2017	BOBCAT - HAMMER	HB 1180 HYDRAULIC BREAKER
309	2014	BOBCAT	S530
310	2008	BOBCAT	S-175k
311	2014	BOBCAT	S630
313	2011	BOBCAT	S-175k
315	2006	BOBCAT	185-K
316	2008	BOBCAT	S-175k
318	2015	BOBCAT	S-650 (T4)
319	2017	BOBCAT	S-650 (T4)
320	2004	BACKHOE	420D
321	2003	BACKHOE	420D CATERPILLAR
323	2002	BACKHOE	420D
328	2004	BACKHOE	420D CATERPILLAR
341	2011	BACKHOE	420E4T
342	2011	BACKHOE	420E4T
343	2009	BACKHOE	310J
344	2014	BACKHOE	416F
327		BACKHOE - ATTACHMENT	AUGER - BELL TEC
317	2014	BOBCAT MINI-EX Trackhoe	Bobcat
349	2016	BOBCAT MINI-EX Trackhoe	E42 MINI EX
360	2011	BOBCAT MINI-EXCAVATOR	JOHN DEERE
385	2012	BOBCAT MINI-EX Trackhoe	Bobcat
333	2007	MAN LIFT	JLG 400s
340	2004	DOZER D5GXL	D5GXL
355	2005	DAEWOO	FORKLIFT
353		CAT FORKLIFT	FORKLIFT
330		TRENCHER	DITCH WITCH RO 30-39 HP
379		Walkbehind Trencher	1030
376	2008	TRACTOR	KUBOTA - L4740 GST
382	2003	LOADER	KOMATSU
384	2002	EXCAVATOR Trackhoe	KOMATSU
386	2017	Excavator	Yanmar
351		ROLLER -Pneumatic	PS 180 Cat
352		ROLLER-DYNA PAK	CC102
354		ROLLER	Terex - 3 ton
366	2006	ROLLER BOMAG	BW900-2
368		Volvo Roller	SD75D
369	2012	ROLLER - BOMAG	BW177DH-40
361	2000	LEE BOY PAVER	1000B
362		LEE BOY	Motorgrader
363	2005	Leeboy Tack Distributer	L500T
364	2008	SEAL COAT MACHINE	SEAL-RITE SR-850 EX



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Benchmark Insurance Group, Inc. 225 West Hopkins PO Box 1687 San Marcos TX 78667-1687		CONTACT NAME: Jennifer Webb PHONE (A/C, No, Ext): (512) 754-2700 FAX (A/C, No): (512) 754-2717 E-MAIL ADDRESS: JWWebb@Benchmark-Ins.com	
INSURED Myers Concrete Construction, LP P. O. Box 2928 Wimberley TX 78676		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Companies INSURER B: Texas Mutual Insurance Company INSURER C: Hallmark Specialty Insurance Company INSURER D: Evanston Insurance Company INSURER E: INSURER F:	
		NAIC # 10677 22945 26808 35378	

COVERAGES**CERTIFICATE NUMBER:** CL2142104435**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ENP 0533937	04/25/2021	04/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EBA 0533937	04/25/2021	04/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ENP 0533937	04/25/2021	04/25/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001156496	04/25/2021	04/25/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C-D	Excess Liability			See Description of Operations	04/25/2021	04/25/2022	Each Occurrence: \$7,000,000 Aggregate: \$7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability broken out: Hallmark Specialty Insurance Company, Policy #77HX21977C: \$5,000,000; Evanston Insurance Company, Policy #MKLV4EUE100438: \$2,000,000

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Myers Concrete Construction, LP.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 2928

6 City, state, and ZIP code

Wimberley, TX 78676

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

3 3 - 1 1 0 7 0 1 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date ►

01-24-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

February 10, 2021

Mary Charlene Myers
Myers Concrete Construction, LP
P. O. Box 2928
Wimberley, TX 78676

Dear Mary Charlene Myers:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***SBE WBE**

Certification Number: **221026246**
Certification Expiration: **February 28, 2023**

Providing the following products or services:

NAICS 237310: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION

NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS

NAICS 238120: CONCRETE PRODUCT (E.G., STRUCTURAL PRECAST, STRUCTURAL PRESTRESSED) INSTALLATION

NAICS 238990: ASPHALTING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is February 28, 2023.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Charles Johnson,
Executive Director



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1331107017400
File/Vendor Number: 040277
Approval Date: 09-JUN-2017
Scheduled Expiration Date: 09-JUN-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

MYERS CONCRETE CONSTRUCTION, LP

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 09-JUN-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



City of Austin

Small & Minority Business Resources Department, 4201 Ed Bluestein Boulevard, Austin, TX 78721
Mailing Address: PO Box 1088, Austin, Texas 78767, Telephone (512) 974-7645 Fax (512) 974-7609

April 15, 2019

Charlene Myers
Myers Concrete Construction LP
P.O. Box 2928
Wimberley, TX 78676

Congratulations!

Myers Concrete Construction LP
MYE8321732

has been certified as a **Small Business Enterprise (SBE)**
to participate in the City of Austin's
Small Business Construction Procurement (SBCP) Program.

Your SBE certification is valid for one (1) year, expiring on **03/21/2020**.

Recertification as an SBE is contingent on submittal of a sworn affidavit of continuing eligibility including any supporting documentation to the City of Austin's Small & Minority Business Resources Department (SMBR) prior to your certification anniversary.

Failure to submit the recertification documents will result in loss of your SBE certification and your firm will no longer be included on the availability list for SBE projects.

As a City of Austin registered vendor, you are responsible for maintaining accurate information on your vendor profile. You are asked to update *any changes* related to your business in the City's Vendor Connection system at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm. You can perform these changes daily from 7:00AM to 7:00PM. If you need assistance making changes, please contact Vendor Registration at (512) 974-2018 or by email at vendorreg@austintexas.gov.

Thank you for your interest in the program and we wish you continued success. Please contact the Certification Office at (512) 974-7645 if you need further information.

Sincerely,

Edward Campos
Interim Director
Small & Minority Business Resources Department

EC: ab



AGENDA ITEM:	Office Expansion Project
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	06/14/21
MEETING DATE:	06/17/21

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action regarding Resolution No. 07-2021, authorizing an amendment to the 2020/2021 Operating Budget (Budget Amendment No. 9), providing for the transfer of funds within the Blue Hole – Unobligated Fund Balance to the Blue Hole Operating Administration Account Number 200-52-6794 (Capital Outlay) and providing for an effective date.

The concept drawings have been completed and the construction drawings are nearly finalized for the office expansion at Blue Hole. The rough estimate the architect gave for the project is estimated between Lower end- 708.5 sf X \$225.00/sf= \$159,412.50 and Higher end- 708.5 sf X \$275.00/sf= \$194,837.50. Staff is proposing a budget amendment resolution not to exceed \$200,000 to utilize the Blue Hole reserve fund to complete the project. The fund balance requires 6 months of operating expenses which the fund well exceeded the minimum requirement. A donor has not been secured, however, the City can receive donations for the project after construction has begun and reimburse the fund balance.

REQUESTED ACTION

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

FINANCIAL

- Budgeted Item ☐ Current Estimate: \$ \$159,412.50 - \$194,837.50
- Non-budgeted Item ☒ Amount Under/Over Budget
- Not Applicable ☐
- Original Estimate/Budget: \$

STAFF RECOMMENDATION

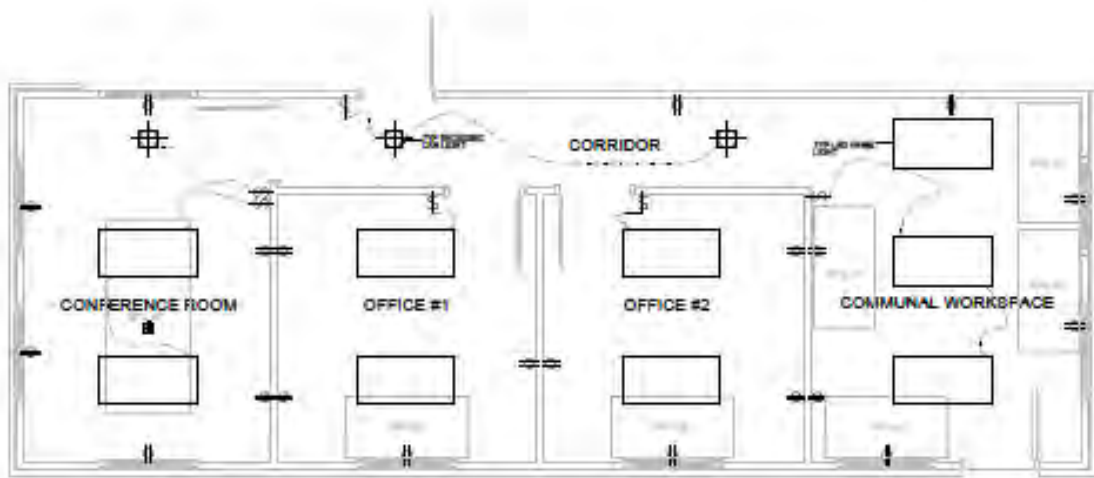
Staff recommends that City Council approve this item.

Supplemental Items/ Attachments:

Attached are photos for reference and the concept drawings.







RESOLUTION NO. 07-2021

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2020/2021 OPERATING BUDGET (BUDGET AMENDMENT NO. 9), PROVIDING FOR THE TRANSFER OF FUNDS WITHIN THE BLUE HOLE FUND BALANCE – UNOBLIGATED FUND BALANCE TO THE BLUE HOLE OPERATING ADMINISTRATION ACCOUNT NUMBER 200-52-6794 (CAPITAL OUTLAY) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2020/2021 Operating Budget.

WHEREAS, the City Council has reviewed and approves the report establishing the need to appropriate funds in the Blue Hole Operating Administration Account – Capital Outlay line item for the Blue Hole Administrative Office Expansion Project.

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

Section 1

The City Council of the City of Wimberley, Texas, hereby authorizes and approves an amendment to the 2020/2021 Operating Budget (Budget Amendment No. 9) for the purpose and in the amounts shown below.

General Tax Fund - Expenditures

The effect of these transactions will reduce fund balance (\$200,000) in the Blue Hole - Unobligated Fund Balance by \$200,000 and increase expenditures in the General Fund Operating Administration Account Number 200-52-6794 (Capital Outlay) by \$200,000.

Section 2

The City Council of the City of Wimberley, Texas, hereby amends the 2020/2021 Operating Budget, increasing appropriations in the funds stated in Section 1 above.

Section 3

This resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this 17th day of June, 2021.

The City of Wimberley, Texas

Gina V. Fulkerson, Mayor

ATTEST:

Laura J. Calcote, City Secretary



DRAFT

RESOLUTION NO. 08-2021

**A RESOLUTION OF THE CITY OF WIMBERLEY, TEXAS, PROVIDING
COMMENTS TOWARD GROUNDWATER MANAGEMENT AREA 9
JOINT PLANNING TO ADOPT DESIRED FUTURE CONDITIONS; MAK-
ING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

WHEREAS, Chapter 36, Section 108 of the Texas Water Code provides for the joint planning by the Texas Water Development Board (TWDB) of various Groundwater Management Areas consisting of Groundwater Conservation Districts; and

WHEREAS, the City of Wimberley is contained within the boundaries of the Hays Trinity Groundwater Conservation District (HTGCD), which participates in Groundwater Management Area 9 (GMA 9); and

WHEREAS, GMA 9 districts shall every five years consider groundwater availability models and other data or information for the management area and shall propose for adoption Desired Future Conditions (DFCs) for the relevant aquifers within the management area; and

WHEREAS, the year 2021 represents a joint planning year for TWDB to update its 2016 DFCs for GMA 9; and

WHEREAS, state law allows the City to offer comments on behalf, and in the best interests, of its citizens to inform and influence the determination of DFCs by HTGCD and fellow districts within GMA 9, and

WHEREAS, the Trinity Aquifer is the relevant aquifer that feeds and interacts with the Blanco River and serves as the primary water supply source for the citizens of Wimberley, and is managed by GMA 9; and

WHEREAS, Texas Water Code Sec. 36.108 requires that GMA 9 districts shall consider aquifer uses or conditions, water supply needs, hydrological conditions, environmental impacts including spring flow and other interactions between groundwater and surface water, impact on subsidence, socioeconomic impacts, interests and rights in private property, DFC feasibility, and any other relevant information; and

WHEREAS, the comment period for the 2021 joint planning effort of GMA 9 districts continues through June 30, 2021;

NOW, THEREFORE, BE IT RESOLVED by the City of Wimberley City Council:

The Desired Future Condition for the Trinity Aquifer stated as an “increase in average drawdown of approximately 30 feet through 2060” does not adequately protect availability of groundwater in GMA 9, as evidenced by declining groundwater levels over the last decade. With no new demographics until Census 2020 is released later this year and no update of groundwater

modeling, the GMA districts should take a more conservative view and reduce the drawdown toward zero to protect the aquifer until new and more refined data can be incorporated.

During the five years since the 2016 DFC update, population growth and rapid development in the eastern and southeastern districts have raised serious questions about modeled available groundwater, as wells fall to historic lows in mild drought conditions. Disparity in groundwater drawdowns across districts argues for greater attention to specific measures and additional DFCs related to spring flows. Health of spring flow is a measure of overall groundwater system health and directly observable to use as a drought trigger to protect groundwater resources.

Modeling to create the Blanco River Aquifer Assessment Tool (BRAAT) comes as a response to dye trace and other studies that have established much more complicated groundwater and surface water interactions. Until the BRAAT is completed, GMA 9 should account for obvious stresses on the groundwater system and the recent historical record of drawdowns greater than 100 feet in pockets near Blanco, Boerne, and Kerrville, during severe drought.

Mining the aquifer according to outdated modeling of drawdown effects is unsustainable. The baseline trend of groundwater health argues instead for reasonable steps to reduce pumping and preserve access to groundwater for essential use. Replacements for groundwater exist—rainwater harvesting, graywater reuse, aquifer storage and recovery, and direct potable reuse—and deserve greater focus and potential promotion through incentives.

The Wimberley City Council respectfully asks the districts of GMA 9 to reconsider hydrological conditions rather than continuing an unsustainable status quo. The adverse environmental impacts of current DFCs on spring flow and interactions between groundwater and surface water have become clearer and more frequent and severe of late. Socioeconomic hardship will follow, compounded by a surprising pace of development that only seems to be increasing.

The Blanco River and Cypress Creek depend on support from healthy groundwater. The time has come to preserve and protect groundwater, take steps to use less and reuse more, and earnestly seek sustainable alternatives. Significantly reducing the average drawdown for the Trinity Aquifer as a GMA 9 DFC is the reasonable and prudent opportunity today.

PASSED AND APPROVED this 17th day of June, 2021.

The City of Wimberley, Texas

Gina V. Fulkerson, Mayor

ATTEST:

Laura J. Calcote, City Secretary





AGENDA ITEM:	CivicPlus Software
SUBMITTED BY:	Laura Calcote, City Secretary
DATE SUBMITTED:	June 10, 2021
MEETING DATE:	June 17, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City of Wimberley currently utilizes various applications, platforms and software for the City website (GovOffice), emergency communications (BlackBoard), meeting hosting and streaming (Granicus) and so forth.

City staff has been searching for software to condense and streamline these services, plus enhance features to better distribute and provide information to the citizenry and assist staff with day-to-day operations. CivicPlus provides public sector entities a multitude of services by including solutions for website design and content management (CivicEngage), mass communications (CivicReady) and agenda and meeting management (CivicClerk). The Parks Department already utilizes CivicRec to program registration, facility reservations, point of sale system, volunteer management, etc.

Using one provider for municipal services will simplify processes and procedures, and hopefully resolve some of the issues with trying to sync multiple applications.

If approved, Council can move funds to pay for the project out of the General Unobligated Account balance or use the funds set aside for the Comprehensive Plan in FY 2021.

REQUESTED ACTION

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

FINANCIAL

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

Current Estimate: \$ 31,760.00

Amount Under/Over Budget: \$

STAFF RECOMMENDATION

Approval of the CivicPlus quote/proposal

ATTACHMENT/S

CivicPlus Proposal (see page 20 for total project cost)



CIVICENGAGE CENTRAL

GOVERNMENT WEBSITE & ENGAGEMENT SOLUTION

City of Wimberley, Texas

JUNE 15, 2021



Jacob Bertram | CivicEngage Account Executive | bertram@civicplus.com | 785.410.5304

 **CIVICPLUS**



Company Overview



At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for website design & content management, recreation management, mass communications, agenda & meeting management, employee management, 311 & citizen requests, and digital optimization.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

We will deliver a high-caliber, responsive web presence that reflects your vision in design, features, and functionality. CivicEngage Central (CivicEngage) is user-friendly, yet flexible and powerful with intuitive navigation for your citizens and easy-to-use administration for your staff. True live editing and training is included so your staff can be efficient on day one, and we'll continue to support you after launch. Your system will be secure and continuously updated, as our experts develop further cutting-edge solutions designed specifically for local government.

Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502
 TF: 888.228.2233 | Fax: 785.587.8951 | civicplus.com

4,000 +

local government clients across
the United States and Canada

20 +

years of experience with a focus to
help local governments

350 +

employees, many with experience
in local government

Recognition



10-time Inc.
5000 Honoree



govtech.com/100

Technical Support



Recognized with
multiple, global
Stevie® Awards
for sales and
customer service
excellence



CivicEngage CMS



The CivicEngage CMS is robust and flexible with all the features and functionality you need today and in the future. Developed for organizations that need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.



Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Bring Your Services Online

Our web technology is dedicated to finding the right solutions for government websites. With the CivicEngage CMS, you can bring daily services that your offices provide online.

- Create online forms with our Forms Center module. These completely customizable forms can be used as a means for citizens to contact you with questions, requests, feedback, or to sign up for various events and activities.
- Provide sign-up opportunities for your citizens to receive SMS and email communications on topics that are important to them with the Notify Me® module.
- Share the most critical and up-to-date information prominently on your website with the Alert Center, keeping your citizens informed on those important events and issues.
- Showcase the most important information your citizens need prominently on your site using modules such as Frequently Asked Questions, Quick Links, Calendar, and Staff Directory to provide much needed answers and stopping numerous phone calls or walk-ins.
- Smart design and layout choices as well as the use of our predictable site search will make locating key information quick and easy.

"I'm confident that any service our citizens need can now be found in one to two clicks."

— Lana Beck, Government Relations and Communications Administrator for Pinellas Park, Florida

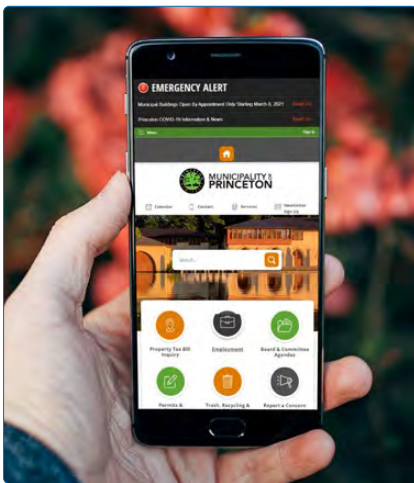
Features like these will make your jobs easier while also giving quick access to information for everyone in your community.

CivicEngage Modules & Widgets

Citizen Engagement

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CivicEngage features.

- **Alert Center** – Post emergency or important information on your website and notify citizens via email and SMS.



- **Blog** – Post opinions/information about various community topics and allow citizen comments and subscriptions.
- **Calendar** – Create multiple calendars and events to inform citizens of upcoming activities that are viewable by list, week, or month.
- **Citizen Request Tracker (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact (includes 5 user licenses & 10 request types).
- **Community Voice** – Interact with citizens about projects in your community.
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about.

- **News Flash** – Post organizational news items that are important to your citizens.
- **Notify Me®** – Send out SMS messages and mass emails to list subscribers (includes up to 500 SMS users).

Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS and making it easy to build dynamic content that is easy for citizens to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations.
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents.
- **Document Center** – Organize and house documents in one central location.
- **Form Center** – Create custom, online forms via simple drag-and-drop functionality. Receive notifications via email and track within the CMS.
- **Photo Gallery** – Store and display photos.
- **Staff Directory** – Share detailed contact information for your staff and offices.



Information & Navigation

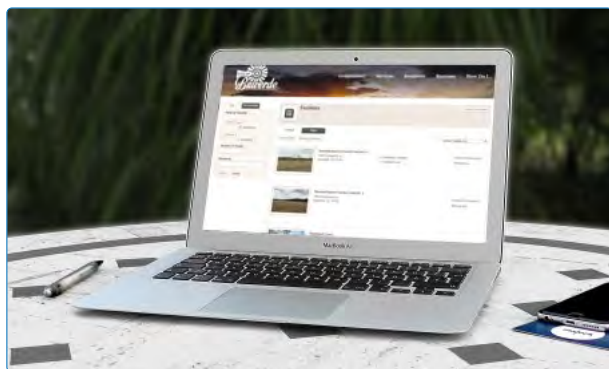
Organize your content and pages to make it easy to locate the information you and your citizens need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff.
- **Graphic Links** – Place graphics on your site as links to other pages.
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting.
- **Quick Links** – Place links to often-requested information directly on the page of your choice.

Department-Specific

There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities.
- **Facilities & Reservations** – Showcase community facilities and allow reservations online.

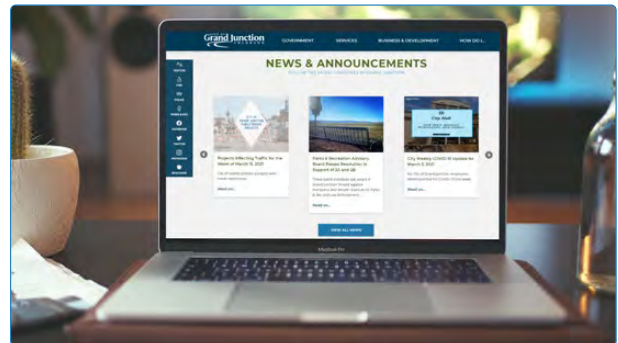


- **Job Postings** – Post available jobs online and accept online applications.
- **Bids** – Post sortable and subscribable bids.

Helpful Widgets

Widgets help your staff visually organize content on your site and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality.

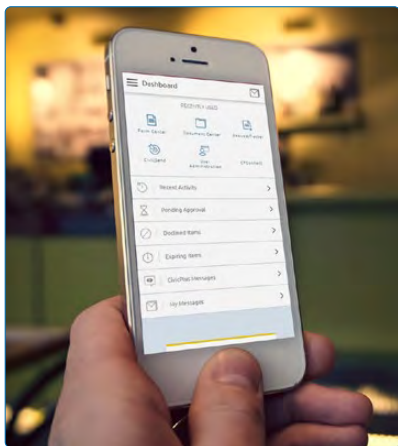


- **Custom HTML Widget** – Embed videos or other HTML features in your page.
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.
- **Image Widget** – Add images to a page.
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center.
- **Share Widget** – Add a share button to your page so citizens can share content to their social media.
- **Slideshow Widget** – Add a slideshow of images.

Administrative Features

The administration of your CivicEngage site is browser based, with no installation of software needed. You'll be able to update the site from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

- **Admin Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.



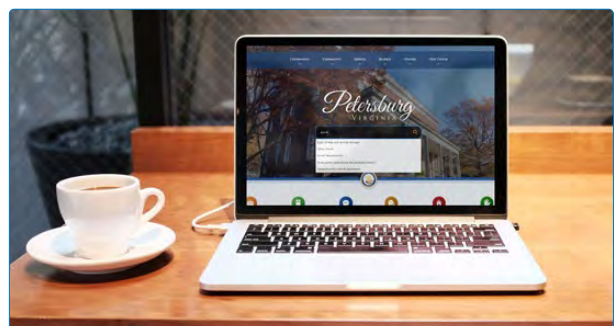
- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the site) and the site map are dynamically generated and automatically update reflecting any changes made.
- **Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.
- **History Log** – Track changes made to your website.
- **Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.
- **Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

- **Pending Approval Items** – Admins have access to a queue of pending items to be published or reviewed.
- **Website Statistics** – Provided website analytics for analysis.

User-Friendly Features

Not only is the CivicEngage CMS easy for your staff to use, various administrative features help your staff make a more attractive, engaging, and intuitive for your citizens.

- **Automatic Alt Tags** – Built-in features allow ongoing ADA compliance of your site.
- **Design Essentials®** – Tools that allow your staff to build, modify, and manage your website's look within the design and structure parameters of your website.
- **Link Redirects** – Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>.
- **Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.
- **Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget.
- **Mega Menu** – A main navigation menu makes it easy to get to any page on your site quickly.
- **Predictive Site Search & Log** – A powerful site search automatically indexes all content making it easy for visitors to find information across pages, documents, and images. All search words are kept in a log.



- **Printer Friendly** – Separates critical content from the site template to provide a clean print without menu structure and banner information included.
- **Real Simple Syndication (RSS) Feeds** – Allow patrons to sign up to receive email notifications.
- **Responsive Design** – With responsive design, your site adjusts to the screen size regardless of what device is being used, providing a seamless user experience.



- **Social Media** – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your site.
- **Supported Browsers** – View your website in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.
- **Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs as well as options from Zapier to build applications right from your website.
- **Translation** – Integration with Google Translate translates web pages into over 100 languages.

Accessibility Compliance

With having over 20% of adults in the United States having a disability, you need a website that conforms to all citizens. We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing site. Our approach for each website includes the following steps to provide you a compliant and accessible website:

- We will deliver you a site that meet ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our clients. Additional details and a quote can be provided upon request.

Credit Card Processing

CivicPlus Pay (Pay) is our secure, PCI-compliant, utility application integrated within the CivicPlus Platform. Local governments can use Pay within the CivicEngage, CivicRec®, and CivicOptimize® solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the client experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by Wimberley, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Contact your sales representative for more details on our approved partner network and other supported gateway providers.

To utilize any of the approved gateways, an agreement will need to be executed directly between Wimberley and the vendor, who will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to leverage any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.



Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients, with no monetary value per feature, and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

The CivicPlus Platform

CivicEngage is part of the CivicPlus Platform, the integrated technology platform for local government, which means local governments minimize the need to rely on various third-party providers for multiple technology solutions.

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- Easily access all purchased CivicPlus products and integrated solutions from one dashboard and toolbar
- Access to a continually growing and fully documented set of APIs in order to better connect your organization's processes and applications
- Centralized data store built on the HCMS with robust data automation and integration capabilities

Integration Hub

In today's world, your website has become the new city hall. To effectively reach the public of today, it is imperative that you integrate your data and systems, streamline your operations, and consolidate your messaging channels. Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations – without the need for a developer.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).



The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicEngage today:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center.
- An integration that will push a new Calendar Event to post directly in the News Flash module.

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.



Implementation



A typical project timeline ranges from 16 – 28 weeks. Wimberley's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors.

Your project timeline, tasks, due dates, and communication will be managed and available in real-time via Mavenlink project management software.

PROJECT START

1

Initiate

TWO TO FOUR WEEKS

- Project Kickoff Meeting
- Planning & Scheduling

Analyze

FOUR TO SIX WEEKS

- Client Deliverable Submission
- Design Discovery Meeting
- Content Process Meeting

2

3

Design & Configure

SIX TO TEN WEEKS

- Design Concept Development
- Design Concept Meeting
- Content Development
- Agendas & Minutes Migration
- Website Completion

Optimize

ONE TO TWO WEEKS

- Website Finalization

4

5

Educate

ONE TO TWO WEEKS

- Training Engagement

Launch

TWO TO FOUR WEEKS

- Website Launch

6

GO LIVE

Implementation

Design creation, content development, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new website.

Flexible Layout Design

You will meet with your Art Director to discuss your website vision based on the goals and needs of your users. This process involves selecting the order, placement, and format of your homepage content from a library of over 1,200 vetted layout configurations aimed at achieving your usability goals. This layout wireframe will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one advanced design component– a layout or design element that requires significant time to style and implement. Working with your Art Director, you'll identify the appropriate component to achieve or enhance the usability goals for your site.

Content Migration

Content Development

Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, CivicEngage website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Training

Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your Trainer will deliver virtual training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

“This was hands down the easiest and most intuitive group I have ever worked with for a website redesign. Other website development companies I have worked with do not respond as quickly. My CivicPlus team read my mind whenever I needed something. Plus, our website’s launch was flawless.”

— **Nicole Smestad, Marketing Director for Grand Forks, North Dakota Library**

Wimberley's Role

We will need your help to create the strongest possible website for your community. We will need you to:



Gather photos and logos that will be used in the overall branding and design of your new website



Update the content on your current website and delete any pages you no longer need



Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)



Track website updates to be completed during your training session



Complete the Design Form to communicate design preferences



Ensure you have the most up-to-date web browsers installed on your organization's computers



Provide technical information in the DNS form for the set-up of your website domain name(s)



Compile a list of your website users and desired permission levels

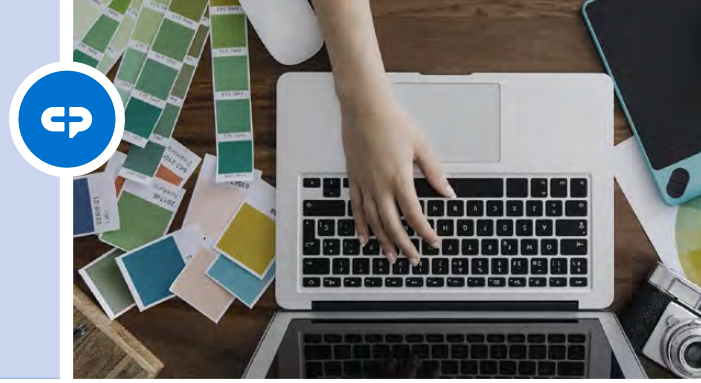


Perform reviews and provide official approvals throughout the project



Reserve training location and necessary resources (computers, conference phone, etc.)

Design Portfolio



The included design portfolio will provide you with an idea of the different directions we can take your creative design. Please note that the examples provided may be representative of different design packages than what is being proposed to Wimberley and that not all parties shown have agreed to be contacted for reference.



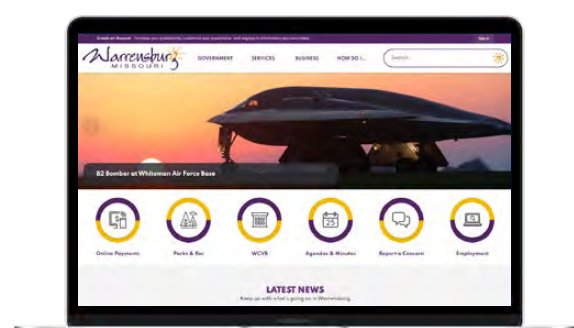
Fraser, Colorado
frasercolorado.com



Williamsburg, Virginia
williamsburgva.gov



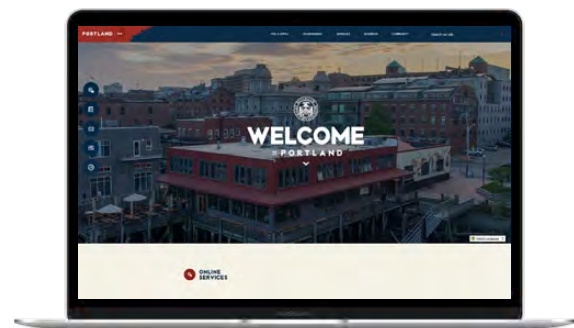
Gilroy, California
cityofgilroy.org



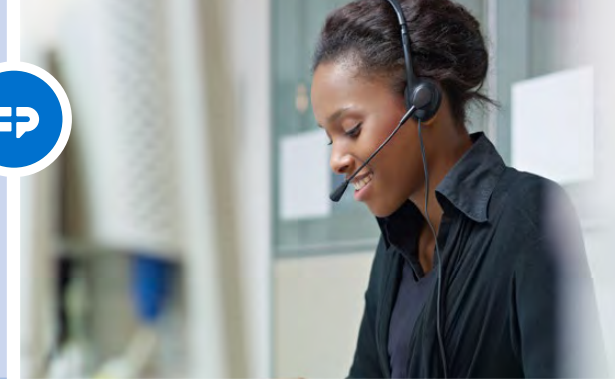
Warrensburg, Missouri
warrensburg-mo.com



St. Pete Beach, Florida
stpetebeach.org



Portland, Maine
portlandmaine.gov



Ongoing Services

Award-Winning Team

Over the past three years, CivicPlus has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software - Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

“It’s your people that make you good at what you do. Every time I call my Client Success Manager, it seems like he drops everything to help me. If I contact the Technical Support Team, they are right there to answer my questions and get it figured out. I’ve always had very responsive experiences when I’ve reached out to CivicPlus. I’ve worked with some great customer service reps at CivicPlus, and it’s that relationship that matters.”

— **Jean Carder, Communications Coordinator for Louisburg, Kansas**

Technical & Ongoing Support

- Live technical support personnel based in the U.S.
- Weekday business hours: 7 a.m. – 7 p.m. (CST)
- Contact via phone, email, and live chat
- 4-hour response during business hours
- 24/7 emergency support
- Self-Service Help Center for tutorials and user guides and ENGAGEXCHANGE for client connection
- Assigned Client Success Manager to ensure your complete and ongoing satisfaction

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades, fixes, enhancements, and OS patches

Hosting & Security

- 24/7/365 system monitoring
- Guaranteed 99.9% uptime (excluding maintenance)
- Highly reliable data center with a fully redundant network
- Software updates and security patches
- Multiple, geographically diverse data centers
- Disaster recovery with emergency, after-hours, live-agent support
- Guaranteed Recovery Time Objective of 8 hours
- Guaranteed Recovery Point Objective of 24 hours
- DDoS Mitigation
- DDoS Advanced Security Coverage at time of attack (additional fees)

Product Enhancement

CivicReady® Emergency Communication System

The most complete communications tool for local governments, CivicReady is a cloud-based emergency communication system that is designed to empower local governments to communicate routine and emergency information to citizens quickly and effectively, no matter where they are in the community.

Mass Notification System

- Easy-to-use, consistent workflow process for all communications
- Generate a message by text, email, or mobile app
- Innovative integrations and features, such as two-way messaging, ESRI mapping, social media, and more
- Reliable, optimized message speeds, security, and uptime

Emergency Notifications

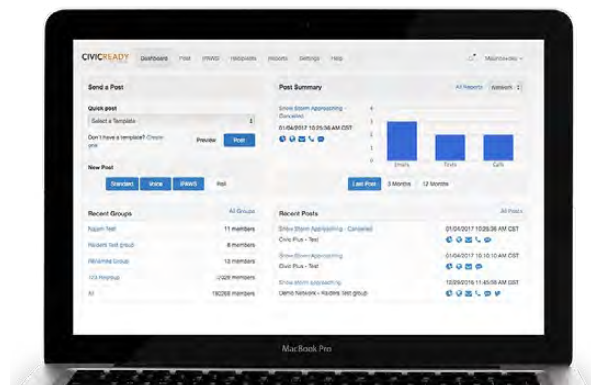
- Geo-targeted notifications via Environmental Systems Research Institute (ESRI)
- One-click quick launch templates
- IPAWS capabilities to send notifications to all cell phones in your area, local TV and radio broadcasts, digital road signs, and various other locations instantaneously

Routine Communication

- Rich text notifications
- One-click messaging interface
- Multimedia supported communications
- Scheduled notifications
- Unlimited notification templates
- Interdepartmental communications
- Both opt-in/opt-out methods of registration

Optional Tools

- Automated Weather Notifications
- IPAWS Integration
- My Alerts Mobile App
- Interactive Voice Response
- Conference Bridge Calling



Product Enhancement

CivicClerk® Agenda Management System

Effortless Meeting & Agenda Management

A manual, agenda process typically requires significant time and effort, including creating the agenda items, getting items approved, organizing all of the supporting documents, creating the agenda, and building the agenda packet—not to mention, converting files to PDF, publishing to your website, delivering it to the council and board members, etc.

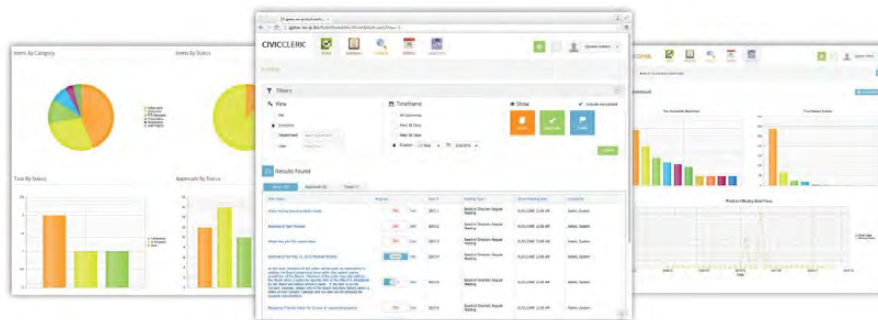
Countless hours are spent creating the agenda and packet for every council, board, and committee meeting. CivicClerk, formerly BoardSync, simplifies the entire meeting process from start to finish while providing staff with a central location for all board and committee meeting documentation with the same simple, consistent process.

Customers choose CivicClerk for our features, ease of use, and modern design. Think about it – if you stop using a manual process and transition to a paperless agenda system that makes it more complicated, you're not saving any time. Trees are precious, but so is your time.

CivicPlus Media

CivicPlus offers a robust mobile video experience as part of our media solution. Consumption of video is

continuing to grow, and providing this option as part of your overall experience is a must-have to drive engagement for anything from board meetings to community events.



Management of your videos is easy with dedicated storage space (separate from your website) and the ability to

embed your videos within any page with the easy-to-use drag and drop tool. In addition, your citizens can:

- Access videos anywhere and anytime
- Watch high definition playback on most mobile devices
- Engage with real-time videos
- Live stream video with clear and crisp high definition viewing quality



CivicEngage Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from June 15, 2021.

Features & Functionality

- CivicEngage Central CMS tools, widgets, & features
- One SSL certificate
- DNS hosting for URL cityofwimberley.com
- 100 GB of storage

Design & Content

- One website layout built using available flexible layout options
- One custom website design built using approved layout & up to one advanced design component
- 200 pages Content Development from URL cityofwimberley.com
- Up to 100 meetings worth of Agendas & Minutes PDF/DOC Migration

Professional Services

- Two days virtual training (limit eight attendees/session)

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support & access to the CivicPlus Help Center
- Dedicated Client Success Manager

Year 1 Standard List Price	\$28,373
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Year 1 Total Discount	(\$5,968)
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Total Year 1 Investment	\$22,405
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Includes development fees and Year 1 annual services

Year 2 Annual Recurring Services	\$4,725
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Includes 5% technology uplift

CivicReady Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from June 15, 2021.

CivicReady Implementation

- Emergency and Mass Notification Platform
 - Multi-Channel Alerting
 - Alerting Templates
 - Geofencing Alerting
 - Internal Polling
 - Mobile App for Citizens
 - Mobile App for Administrators
 - CivicPlus Single Sign on (coming soon)
- Unlimited Administrators, Users, Groups, Subscribers, SMS, Voice Call, Email, and Social Media Notifications; Unlimited Quick Launch Templates
- Data Imports

Annual Recurring Services

- Fully Redundant Solution Hosting with 99.9% Uptime
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Client Success Enterprise Account Manager

Year 1 Standard List Price	\$7,155
Year 1 Total Discount	(\$3,155)
Total Year 1 Investment	\$4,000
Includes development fees and Year 1 annual services	
Year 2 Annual Recurring Services	\$4,200
Includes 5% technology uplift	

CivicClerk Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from June 15, 2021.

Development

- Agenda Management
 - Unlimited boards
 - System-generated staff reports
- Minutes Management
 - Record minutes including motions, votes, speakers, and discussion
- Analytics module access
 - Create and save custom individual views and organizational views
 - Export views as .XLS and .CSV files
- Unlimited users
- Unlimited storage
- Google Drive, OneDrive, and Dropbox integrations
- Public Portal and Accessibility Portal
- Board Portal
- CivicPlus Media with Unlimited Storage

Implementation

- Typical project timeline – eight to twelve weeks
- One hour of virtual consulting
- Access to On-Demand training materials

Annual Recurring Services

- Hosting and security
- Software maintenance including service patches and system enhancements
- 24/7 Technical support and access to the CivicPlus community
- Dedicated Client Success Manager

Year 1 Standard List Price	\$10,710
Year 1 Total Discount	(\$5,355)
Total Year 1 Investment Includes development fees and Year 1 annual services	\$5,355
Year 2 Annual Recurring Services Includes 5% technology uplift	\$8,190

Total Project Cost

Product Suite	One-Time Fees	Year 1 Annual Fees
CivicEngage	\$17,905	\$4,500
CivicReady	\$0	\$4,000
CivicClerk	\$1,455	\$3,900
Total Year 1 Investment (One-Time Fees + Year 1 Annuals)	\$31,760	
Total Annual Investment (Year 2 & Beyond Annuals)	\$17,115	

CivicPlus All-Inclusive Pricing

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost-effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality of work, outside of the original project scope, is requested. We understand local governments must look beyond just functionality and that multiple factors come into play when determining which vendor can meet not only your functional needs but also your budgetary requirements.

CivicPlus Invoicing

CivicEngage Central Invoicing

- 30% of Year 1 fees due at contract signing – remaining 70% due at project completion or at the six-month mark in the implementation process – whichever date is earlier
- The first-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

CivicReady Invoicing

- Year 1 fees are due at contract signing
- The first-year Annual Services fee is included with your Year 1 cost

- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

CivicClerk Invoicing

- Year 1 fees are due at contract signing
- The first-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

CivicPlus Advantage Invoicing

- Zero-interest payments that divide the One-Time Implementation expense of your project over the first three years of your contract

- Each payment will also include your Annual Services and any other fees if applicable
- May not be available with all products offered by CivicPlus

Customized Billing/Invoicing

- We can discuss other billing options with you before contract signing and, if feasible, develop a plan that works for all parties
- Not available with all CivicPlus products – please contact your sales representatives for more details
- We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Payment Gateway Account

- Your chosen Payment Gateway will collect and disburse all credit card monies
- If selected, any of our partner Payment Gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay integrates with several Payment Gateways to provide maximum flexibility to our clients' needs

CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible technology solution to their communities. We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Right to Negotiate

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with the City of Wimberley.



AGENDA ITEM:	Creation of Bank Account (American Rescue Plan)
SUBMITTED BY:	M. Boese, City Administrator
DATE SUBMITTED:	June 14, 2021
MEETING DATE:	June 17, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Consultants have recommended the City create a non-interest-bearing checking account to receive and expend American Rescue Act funds. There is a provision in the act that may prohibit receiving entities from earning interest from the allocated funds. The separate account would also provide a more precise transaction record and prevent confusion that may develop from intermingled governmental funds.

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 city council authorize the creation of a non-interest-bearing checking account at Ozona Bank.

ATTACHMENT/S

None