

City of Wimberley

12111 Ranch Road 12, P.O. Box 2027, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL-CITY COUNCIL CHAMBERS
12111 RANCH ROAD 12, WIMBERLEY, TEXAS
APRIL 15, 2010 6:30 P.M.

AGENDA

CALL TO ORDER: APRIL 15, 2010 @ 6:30 P.M.

CALL OF ROLL: CITY SECRETARY

INVOCATION

PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

CITIZENS COMMUNICATIONS:

THE CITY COUNCIL WELCOMES COMMENTS FROM CITIZENS ON ISSUES AND ITEMS OF CONCERN, NOT ON THIS AGENDA. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AND OBSERVE A THREE-MINUTE TIME LIMIT WHEN ADDRESSING COUNCIL. SPEAKERS WILL HAVE ONE OPPORTUNITY TO SPEAK DURING THE TIME PERIOD. SPEAKERS DESIRING TO SPEAK ON AN AGENDA ITEM WILL BE ALLOWED TO SPEAK WHEN THE AGENDA ITEM IS CALLED. INQUIRIES ABOUT MATTERS NOT LISTED ON THE AGENDA WILL EITHER BE DIRECTED TO STAFF OR PLACED ON A FUTURE AGENDA FOR COUNCIL CONSIDERATION.

1. CONSENT AGENDA

THE FOLLOWING ITEMS MAY BE ACTED UPON IN ONE MOTION. NO SEPARATE DISCUSSION OR ACTION IS NECESSARY UNLESS REQUESTED BY A COUNCIL MEMBER OR CITIZEN, IN WHICH EVENT THOSE ITEMS WILL BE PULLED FROM THE CONSENT AGENDA FOR SEPARATE CONSIDERATION.

- (A) APPROVAL OF MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 1, 2010
- (B) APPROVAL OF THE MARCH 2010 FINANCIAL STATEMENTS FOR THE CITY OF WIMBERLEY

2. CITY ADMINISTRATOR REPORT

- STATUS REPORT ON FISCAL YEAR 2010 SALES TAX COLLECTIONS FOR THE CITY OF WIMBERLEY
- STATUS REPORT ON THE EFFORTS UNDERWAY TO SECURE FEDERAL FUNDING FOR THE DOWNTOWN WASTEWATER PROJECT
- STATUS REPORT ON THE PREPARATIONS FOR THE UPCOMING MAY 8, 2010 CITY OF WIMBERLEY GENERAL ELECTION

- STATUS REPORT ON THE EFFORTS TO DEVELOP ALTERNATIVE WATER SUPPLIES FOR THE WIMBERLEY VALLEY
- STATUS REPORT ON THE DEVELOPMENT OF AN ORDINANCE TO REGULATE NON-POINT SOURCE POLLUTION
- STATUS REPORT ON THE PREPARATIONS TO MOVE INTO THE NEW CITY HALL

3. **PUBLIC HEARING AND POSSIBLE ACTION**

HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR PROPERTY LOCATED AT 10330 RANCH ROAD 12, WIMBERLEY, HAYS COUNTY, TEXAS, DESIGNATING SUCH PROPERTY FROM RESIDENTIAL ACREAGE (RA) TO SCENIC CORRIDOR (SC); AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING. *(MICHAEL JONES, APPLICANT)*

4. **RESOLUTION**

CONSIDER APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE WASTEWATER OPERATING AGREEMENT BETWEEN THE CITY OF WIMBERLEY AND THE GUADALUPE BLANCO RIVER AUTHORITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROPER NOTICE OF MEETING.. *(CITY ADMINISTRATOR)*

5. **ORDINANCES**

- (A) CONSIDER APPROVAL OF AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, AMENDING TITLE XV (LAND USAGE) OF THE CODE OF ORDINANCES CHAPTER 151 (BUILDING REGULATIONS; CONSTRUCTION) BY ADDING SECTION 151.20 (COMMERCIAL SCREENING BUFFER) IN ORDER TO ESTABLISH REGULATIONS REGARDING SCREENING BUFFERS BETWEEN COMMERCIAL AND RESIDENTIAL USES; AND PROVIDING FINDINGS OF FACT, A REPEALING CLAUSE, TO PROVIDE A SAVINGS AND SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE. *(PLANNING AND ZONING COMMISSION)*
- (B) CONSIDER APPROVAL OF THE FIRST READING OF AN ORDINANCE AMENDING CHAPTER 50 (SEWERS AND WATER), SECTION 50.63 (CONNECTION TO THE SEWER SYSTEM REQUIRED), OF THE CODE OF ORDINANCES OF THE CITY OF WIMBERLEY, TEXAS, IN ORDER TO ESTABLISH THE REQUIREMENTS FOR MANDATORY CONNECTION TO A PUBLIC WASTEWATER SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE; PROPER NOTICE AND MEETING, SEVERABILITY AND REPEALER. *(CITY ADMINISTRATOR)*

6. **DISCUSSION AND POSSIBLE ACTION**

- (A) DISCUSS AND CONSIDER POSSIBLE APPROVAL OF AN EASEMENT AGREEMENT WITH AQUA UTILITIES, INC. D/B/A AQUA TEXAS, INC. ESTABLISHING A WASTEWATER UTILITY EASEMENT ON LOT 2 OF THE WIMBERLEY COMMUNITY CENTER SUBDIVISION. *(CITY ADMINISTRATOR)*

- (B) DISCUSS AND CONSIDER POSSIBLE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH BAKER-AICKLEN & ASSOCIATES, INC. FOR THE PREPARATION OF A BOUNDARY SURVEY FOR THE CITY OF WIMBERLEY. (CITY ADMINISTRATOR)
- (C) DISCUSS AND CONSIDER POSSIBLE APPROVAL OF PLANS FOR A VOLUNTEER APPRECIATION EVENT TO RECOGNIZE MEMBERS OF THE CITY'S VARIOUS BOARDS AND COMMISSIONS AND OTHERS WHO HAVE VOLUNTEERED TIME TO ASSIST THE CITY OF WIMBERLEY. (PLACE FOUR COUNCIL MEMBER STEVE THURBER)
- (D) DISCUSS AND CONSIDER POSSIBLE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN FIREWORKS TO DESIGN, PREPARE AND EXECUTE A FIREWORKS DISPLAY IN WIMBERLEY ON JULY 4, 2010. (CITY ADMINISTRATOR)

7. CITY COUNCIL REPORTS

- ANNOUNCEMENTS
- FUTURE AGENDA ITEMS

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 LOCAL GOVERNMENT CODE; CONSULTATION WITH LEGAL COUNSEL PURSUANT TO CHAPTER 551.071 OF THE TEXAS GOVERNMENT CODE; DISCUSSION ABOUT REAL ESTATE ACQUISITION PURSUANT TO CHAPTER 551.072 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF PERSONNEL MATTERS PURSUANT TO CHAPTER 551.074 OF THE TEXAS GOVERNMENT CODE; DELIBERATIONS ABOUT GIFTS AND DONATIONS PURSUANT TO CHAPTER 551.076 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF ECONOMIC DEVELOPMENT PURSUANT TO CHAPTER 551.087 OF THE TEXAS GOVERNMENT CODE; ACTION, IF ANY, WILL BE TAKEN IN OPEN SESSION.

CERTIFICATION

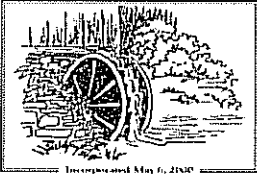
I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Wimberley City Hall on April 12, 2010 at 5:00 p.m.



CARA MC PARTLAND, 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 Don Ferguson, City Administrator, at (512) 847-0025 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

City Council Agenda Form



Date Submitted: April 10, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: APPROVAL OF APRIL 1,
2010 MINUTES OF REGULAR CITY COUNCIL
MEETING

Funds Required:
Funds Available:

Council Action Requested:

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

Project/Proposal Summary:

Attached are minutes for the April 1, 2010 Regular City Council Meeting for review and consideration.

City of Wimberley
City Hall, 12111 Ranch Road 12, Ste. 114
Wimberley, Texas 78676
Minutes of Regular Meeting of City Council
April 1, 2010 at 6:00 p.m.

City Council meeting called to order at 6:00 p.m. by Mayor Tom Haley.

Mayor Haley gave the Invocation and Councilmembers led the Pledge of Allegiance to the United States and Texas flags.

Councilmembers Present: Mayor Haley and Councilmembers Charles Roccaforte, Bob Flocke, Bill Appleman, Steve Thurber, and John White.

Staff Present: City Administrator Don Ferguson, City Secretary Cara McPartland, and City Attorney Cindy Crosby.

Citizens Communications

No citizens communications were heard.

1. Consent Agenda

Approval of the minutes of the regular City Council meeting of March 18, 2010

Councilmember Thurber moved to approve all Consent Agenda items as presented. Councilmember White seconded. Motion carried on a vote of 5-0.

2. Presentations

This item was heard after Agenda Item 4B.

A. Presentation of the Pedernales Electric Cooperative (PEC) Quarterly Activities Report. (*Cele de Leon, PEC*)

Mr. de Leon provided information on various PEC educational scholarships, Earth Day-related events, PEC's promotion of energy conservation, new hybrid "bucket" trucks, SECO-offered rebates through the Texas Trade Up Appliance Rebate Program, energy efficient bulbs/recycling, and upcoming board meeting items. He pointed out useful PEC website features and presented Mayor Haley with a franchise check in the amount of \$29,185.41. Mayor Haley thanked Mr. de Leon, who provided clarification on the appliance rebate program.

- B. Presentation by representatives of Texas Disposal Systems regarding a proposal to enhance the recycling services offered to solid waste customers in the City of Wimberley. (*Ryan Beard, Texas Disposal Systems*)

Texas Disposal Systems (TDS) representative Ryan Beard distributed copies of his presentation to Council (*attached to these minutes*). Mr. Beard's presentation included:

- General background/history of TDS and major awards
- History of TDS' franchise agreement with the City of Wimberley
- TDS' support of community projects
- Technological improvements to services
- New service options
- Benefits/details of single stream recycling, including media coverage and statistics on the San Marcos program
- Information on City-wide clean up, including curbside service and central location bulk drop-off options
- Additional services offered at current rates, which would be constant through December 2011 with proposed annual five percent (5%) rate adjustments thereafter

Mr. Beard proposed an extension of the current contract for five (5) years in order to help pay for the cost of the carts used in single stream recycling. Discussion addressed specific participation rates, public information/education efforts, use of compactable trucks and associated improvements, sorting of recyclables via the use of a Materials Recovery Facility (MRF) and related costs, and reasoning for proposed rate increases for residential/commercial customers. Also discussed was TDS' business philosophy on the recycling market in general and investment in single stream recycling within the context of current market conditions. City Administrator Ferguson stated that City Attorney Crosby can advise on available options, should Council decide to act upon TDS' proposal to extend the current contract for five (5) more years (*see Agenda Item 5C*).

3. City Administrator Report

This item was heard after Consent Agenda Item 1.

- Status report on the efforts underway to secure federal funding for the downtown wastewater project

City Administrator Ferguson reported that the City's Tier III, Phase I loan application will be included in the Texas Water Development Board's (TWDB's) April 22nd meeting agenda. He noted that agendas will be posted for possible attendance by a quorum of City Council and Water Wastewater Advisory Board members. He reported on a companion effort to qualify for and secure Tier III, Phase II funding, which is currently under review. He reminded Council about a public hearing/meeting on the environmental report scheduled for Tuesday, April 13, 2010 at 6:00 pm. at the Wimberley Community Center.

- Status report on the preparations for the upcoming May 8, 2010 City of Wimberley General Election

City Administrator Ferguson reported on the deadline for voter registration, the schedule/location for voting/early voting, and general election information available on the City's website, including the deadline to receive applications for mail-in ballots. He noted that Wimberley ISD will not participate in the election. Discussion established that election costs will be shared between the City of Wimberley and the remaining participant, Hays Trinity Groundwater Conservation District.

- Status report on the acquisition of a new City Hall and preparations to move into the new facility

City Administrator Ferguson reported that the closing on the sale of the property at 211 Stillwater is scheduled for April 9, 2010. He stated that notice has been given to the City's current landlord and anticipated closing of City offices on Friday, April 30th in order to move into the new City Hall facility. Details of the move were briefly discussed, including minor remodeling plans and moving arrangements.

- Status report on the development of standards for required buffers between commercial and residential properties

City Administrator Ferguson reported on recent discussions held by the Planning & Zoning Commission and anticipated its recommendation to Council in early May.

4. Public Hearing and Possible Action

- A. Hold a public hearing and consider approval of an ordinance of the City of Wimberley, amending Section 55 (Zoning), Appendix F, of the Code of Wimberley, designating geographic boundaries for a particular zoning district and classification for un-zoned real property located along and/or near Ranch Road 12, County Road 1492, Spoke Hollow Road, River Road, Stillwater Street, Southriver Road, Hill Country Trail, Leath Hollow Drive, Ridge Road, Barber Drive, Rim Road, River Bend Road, Climbing Way, Little Ranches Road, Chaparral Drive, Wayside Drive and Flite Acres Road in Wimberley, Hays County, Texas, and further described and shown on the exhibits attached to this ordinance; and designating the initial zoning for each tract from un-zoned to either Residential Acreage (RA), Rural Residential 1 (R-1), Single Family Residential 2 (R-2), Single Family Residential 3 (R-3), Scenic Corridor (SC), Commercial – Low Impact (C-1) and Public Protection Utility (PPU) as shown on the attached zoning map; and providing for the following: delineation on zoning map; severability; effective date and proper notice and meeting. (*City of Wimberley, Applicant*)

City Administrator Ferguson reviewed the report, including the City initiated zoning process, proposed zoning, alternate zoning requests, and associated zoning maps. Specific properties were discussed relative to the possible development of a Lodging – Retreat (L-3) zoning district, which if

approved, would be compatible with existing uses. Upon clarification provided by the property owner, a certain tract containing a large unused water tank will be recommended for residential zoning, in order to correct its prior PPU designation. He stated that no opposition has been received and advised of Planning and Zoning's unanimous recommendation for approval at its March 25, 2010 meeting.

No public comments were heard.

Councilmember Appleman moved to approve the item as presented. Councilmember Flocke seconded. Motion carried on a vote of 5-0.

- B. Hold a public hearing and consider approval of an ordinance of the City of Wimberley, amending Section 155 (Zoning), Appendix F, of the Code of Wimberley, designating geographic boundaries for a particular zoning district and classification for un-zoned real property located at or near the intersection of Ranch Road 12 and FM 32 in Wimberley, Hays County, Texas, and further described and shown the exhibits attached to this ordinance; and designating the initial zoning for each tract from un-zoned to either Commercial – Low Impact (C-1), Commercial – Moderate Impact (C-2), Highway Commercial (HC) and Public Facilities (PF) as shown on the attached zoning map; and providing for the following: delineation on zoning map; severability; effective date and proper notice and meeting. (*City of Wimberley, Applicant*)

City Administrator Ferguson reviewed the report, including the City initiated zoning process, proposed zoning, details related to one alternate zoning request for HC, and associated zoning maps. No opposition was received to the proposed zoning, which was unanimously recommended for approval by the Planning and Zoning Commission at its March 25, 2010 meeting. He noted the proposed PF zoning for one tract of Texas Department of Transportation (TxDOT)-owned property.

No public comments were heard.

Councilmember Flocke moved to approve the item as presented. Councilmember Appleman seconded. Motion carried on a vote of 5-0.

City Administrator Ferguson thanked Council for its diligence and patience in completing the process of zoning all un-zoned property with the City of Wimberley.

5. Discussion and Possible Action

- A. Discuss and consider possible approval of an easement agreement with Aqua Utilities, Inc. d/b/a/ Aqua Texas, Inc. establishing a wastewater utility easement on Lot 2 of the Wimberley Community Center subdivision. (*City Administrator*)

This item was heard after Agenda Item 2B.

At the request of Aqua Texas representatives, Mayor Haley entertained a motion to continue this item until Council's next regular meeting.

Councilmember Thurber moved to approve continuance of this item until Council's next regular meeting on April 15, 2010. Councilmember Roccaforte seconded. Motion carried on a vote of 5-0.

- B. Discuss and consider possible approval of recommendations regarding the wastewater collection and treatment options available for the Wimberley Wastewater Project and the options available for payment of the Living Unit Equivalent (LUE) fees associated with the project. (*Wimberley Water Wastewater Advisory Board*)

City Administrator Ferguson provided background on the project to date, upcoming loan application deadlines, and details on certain options/phases, including estimated costs, and payment of LUE fees.

Water Wastewater Advisory Board (WWAB) Chair David Estey provided the following reasoning for the recommended option to construct a new 50,000 GPD plant in the northeastern part of Blue Hole Regional Park:

- The new plant would be located in the area designated in the Blue Hole Regional Park Master Plan and be out of the way of park amenities, yet easily accessible from county roads.
- Conventional concrete wastewater plants have a significantly higher life expectancy than do package treatment plants, with analysis indicating that the total cost of expanding the existing package plant is roughly \$200,000 greater than construction of a conventional plant when analyzed over a fifty (50) year period.
- Related to the scope of service, expansion of the plant beyond its 50,000 GPD capacity is expected as the population increases and additional septic systems age and need replacement, without encroaching on park amenities.

Discussion addressed specific scenarios for lessening the financial impact of LUE fees (\$10,000 per LUE), including a five (5) year, interest-free recommended option to pay out the up-front \$7,500 LUE fee, with the capital portion of the customer's monthly wastewater bill to be increased accordingly to recover the remaining \$2,500 per LUE.

Mayor Haley commended WWAB for its comprehensive study of this issue and informative presentation of recommended options. In response to Mayor Haley's inquiry about the cost-effectiveness of using the Aqua Texas option, Chairman Estey stated that the Board considered long-term implications for customers, such as future concerns related to additional LUE fees and expansion. City Administrator Ferguson pointed out other long-term concerns such as lack of control over maintenance and operating charges/fees and plant expansion.

Discussion addressed currently proposed LUE fees versus potential LUE fees to future customers, mandatory connection, number of assigned LUEs subject to future changes in use, review/update of

LUE fees/payment options over time, clarification of terminology, capital fees per LUE, Aqua Texas processing fees, and processing agreements in general. Specifics of Aqua Texas regional rates, citizen feedback on mandatory connection, City's control over fees, questions over future parkway development, subsurface drip irrigation for effluent disposal, and use of effluent for landscaping irrigation were also discussed.

Mayor Haley entertained a motion. Discussion addressed the need for action at this time and clarified Council's ability to make future modifications, as needed. Councilmember Appleman moved to approve WWAB's recommendations regarding the wastewater collection and treatment options available for the Wimberley Wastewater Project and the options available for payment of the Living Unit Equivalent (LUE) fees associated with the project, as presented. Councilmember Flocke seconded. Motion carried on a vote of 5-0.

- C. Discuss and consider possible action providing City staff with direction regarding the available options for securing a future contractor to provide solid waste services for the City of Wimberley at the conclusion of the City's existing solid waste service agreement with Texas Disposal Systems. (*City Administrator*)

City Administrator Ferguson stated that the City's current contract with Texas Disposal Systems (TDS) expires on February 1, 2011 and noted that TDS has requested the City consider entering into negotiations to extend the current service agreement rather than soliciting bids from TDS and other potential contractors to provide solid waste and recycling services for the City at the conclusion of the current agreement.

City Attorney Crosby directed Council's attention to the existing agreement and noted two available options, should the City desire to enter into negotiations to extend the contract as requested by TDS representative Ryan Beard during his earlier presentation. The options included terminating the current agreement and initiating the bidding process with proper notification/hearing procedures or allowing the contract to automatically renew for three (3) years per terms of existing agreement. She clarified that a five (5) year extension would require termination and re-bidding, while the three (3) year extension option pursuant to the current contract would require no action by Council. City Attorney Crosby stated that the existing contract allows for a two percent (2%) rate increase without Council approval, but a five percent (5%) increase as proposed by TDS in its earlier presentation would require Council approval. She noted that the current contract sets minimum recycling requirements and does not prohibit TDS from going beyond those minimum requirements, but she cautioned against Council's acceptance of TDS' earlier stated recommendations, which seek to compensate TDS for increased single stream recycling operational expenditures.

TDS representative Rick Fraumann stated that the earlier stated recommendations are simply suggestions and that TDS can live within the terms of the current contract. Due to demands for increased recycling services expressed by residents, Mr. Fraumann reasoned that the impact of increased costs to customers could be lessened by the longer five (5) year term. He stressed that TDS is open and willing to negotiate whatever terms are in the City's best interest.

City Administrator Ferguson clarified that any renegotiation would be for the three (3) year extension period as specified in the current contract and emphasized that an extension of five (5) years would require termination of the existing agreement and re-bidding. Mr. Fraumann responded that TDS is open to responding to whatever terms the City proposes.

Discussion addressed the need for Council action at this time. Because he felt that single stream recycling is an important issue, Councilmember Appleman moved to request City Administrator Ferguson enter into negotiations with TDS under the current contract and report back to Council at a future meeting. In response to Councilmember White, Mr. Fraumann replied that TDS' pursuit of single stream recycling for Wimberley customers is not dependent on a five (5) year contract extension.

Councilmember Appleman restated his motion to ask City Administrator Ferguson to negotiate with TDS to continue service and to come up with favorable rates that allow for single stream recycling. Councilmember White seconded. Motion carried on a vote of 5-0.

- D. Discuss and consider possible action setting the date for a City Council workshop to consider possible alternatives for funding future City operations. (*Place Three Councilmember Bill Appleman*)

Given current revenues and expenditures, Councilmember Appleman felt it appropriate to discuss funding for priorities such as street improvements, which have been lacking in the past. He noted recent significant allocations for streets and estimated that it would take eight (8) to ten (10) years to complete projects bringing roads up to acceptable standards. He stated the need to look at alternate sources for funding or to cut spending and felt that the City has an obligation to keep up with road repairs/maintenance. Acknowledging his support from citizens against taxes, Councilmember Appleman stated that he has continued to look for ways to cut spending. He favored discussion exploring alternative funding, including ad valorem taxation, special district taxes, or extra franchise fees. He suggested scheduling workshop(s) in order to further discussion and receive input and feedback from citizens.

Mayor Haley felt that it would be best to wait until new elected officials are in place before scheduling workshops on this issue.

Councilmember Appleman stated that his timing for requesting this agenda item was to make discussion of alternate funding part of the election in order for candidates to make their thoughts known to the public.

Councilmember Thurber agreed that discussion of this issue is important, but felt that bringing it up now is politicizing Council and that candidates have plenty of opportunities to make their positions known via other forums. Councilmember Roccaforte expressed agreement with Councilmember Thurber comments.

Because there will soon be new members sitting on Council, Councilmember Flocke felt that discussion of this issue should be put off until after the election.

Councilmember Appleman respected Council's position and stated his motion to schedule workshop(s) over the next month to discuss alternate forms of funding. Councilmember White seconded.

Discussion established April 29, 2010 as an acceptable date for a possible workshop.

Mayor Haley called for a vote as follows: Councilmember Roccaforte, nay; Councilmember Flocke, nay; Councilmember Appleman, aye; Councilmember Thurber, nay; and Councilmember White, aye. Motion failed on a vote of 2-3.

- E. Discuss and consider possible approval of a request to provide ten (10) daily admission passes at no cost to the Wimberley Village Library for use as prizes in the *2010 Summer Reading Program*. (City Administrator)

Councilmember Thurber recused himself from the meeting at this time due to a possible conflict of interest.

City Administrator recommended approval of this request and noted approval of similar past requests.

Discussion addressed the Wimberley Village Library's status as a taxing entity, the City's approval of free Blue Hole passes for past summer reading programs, and potential impact on revenue as other organizations may make similar requests.

Councilmember Appleman moved to approve the item as presented. Councilmember Flocke seconded. Motion carried on a vote of 4-0.

Councilmember Thurber rejoined the meeting at this time.

- F. Discuss and consider possible action setting the date for a volunteer appreciation event to recognize members of the City's various boards and commissions and others who have volunteered time to assist the City of Wimberley. (Place Four Councilmember Steve Thurber)

Councilmember Thurber felt that recognition and appreciation should be shown for those who volunteer time and services to the City. Various examples of different types of events were discussed.

Councilmember Thurber moved to direct staff to proceed with exploring ideas for volunteer recognition, including encouragement of Council's input to staff. Councilmember Flocke seconded. Councilmember Appleman asked whether Fourth of July would be good time to schedule such an

event. Discussion generally favored holding the event earlier in the year, preferably before the May 8, 2010 General Election.

Motion carried on a vote of 5-0.

6. City Council Reports

- Announcements
- Future Agenda Items

City Administrator Ferguson reported on U.S. Census deadlines, availability of forms, and the City's role in providing space for a Census assistance center. Councilmember Flocke enlisted the media's support in encouraging full public participation in returning Census questionnaires.

As a future agenda item, Councilmember Thurber suggested the possibility of commissioning public art for the newly built wall in front of the Wimberley Community Center and inclusion of local art students as contributors to such an effort. Concerns included TxDOT's position on any potential artwork and its consistency with Wimberley's character.

Hearing no further announcements or future agenda item requests, Mayor Haley called the meeting adjourned at 8:00 p.m.

Adjournment: Council meeting adjourned at 8:00 p.m.

Recorded by:

Cara McPartland

These minutes approved on the _____ of April, 2010.

APPROVED:

Tom Haley, Mayor

Presentation to the City of Wimberley



TEXAS DISPOSAL SYSTEMS



Presentation Overview

- Introduction
- History with the City of Wimberley
- Changes in Technology
- New service options
- Proposal
- Conclusion

Introduction: Company History and Operations



TEXAS DISPOSAL SYSTEMS

- TDS is owned by brothers, Bobby and Jimmy Gregory, and has been in business since 1977
- TDS employs over 500 employees throughout Texas
- TDS operates the TDS landfill in Creedmoor, TX and the Alpine landfill for the City of Alpine
- TDS has hauling operations in Georgetown, Austin, San Antonio, Sealy, and Alpine. TDS currently has contracts with 25 cities in Texas.

Introduction: TDS Awards



TEXAS DISPOSAL SYSTEMS

- The TDS landfill was awarded the SWANA (Solid Waste Association of North America) Gold Level award signifying it as the best landfill in North America for 2008.
- TDS was awarded the American Motor Association 1st place award for safety for 2008. TDS and affiliated companies' trucks drove over 9.5 million miles without a single reportable DOT accident. This is equivalent to over 19 roundtrips to the moon.



History with the City of Wimberley

- TDS began servicing Wimberley in January 2006
- TDS and IESI both submitted bids to service Wimberley and although TDS was not the cheapest, the council felt our proposal was the overall best value for the City
- TDS purchased specialized small trucks that service limited access streets
- TDS gave the City three rates depending on how many residents started service. We started the city at the middle tier. After one year and only 750 residential units starting service, the rate was adjusted to the current tier.
- IESI pulled their cans a month early which caused us to scramble to service the City early.
- We support several community projects including The Lions Club, Ducks Unlimited, Senior Citizens New Years Eve party, Keep Wimberley Beautiful etc.



Additions in Technology



TEXAS DISPOSAL SYSTEMS

- TDS employs a unique combination of technology on our trucks which gives TDS and the City real time access to service data as well as customized reporting to the city
- Color Windows XP wireless on-board computer in each truck with Routeware routing software
- Real time modems
- RFID verification for each container
- This allows TDS to show the current location of each truck, where it has traveled, containers services by time, and verify service delivery.



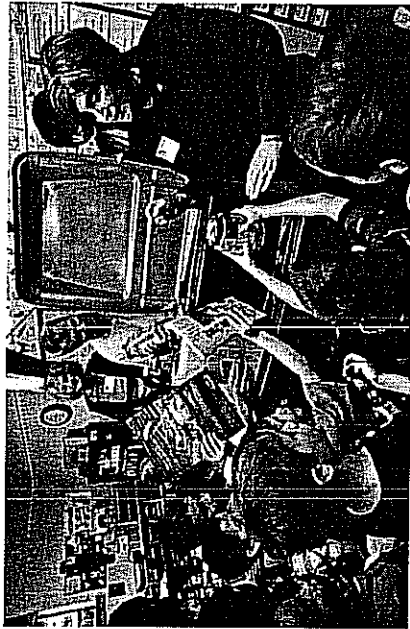
New Service Options

Benefits of Single Stream Recycling

- Single Stream Recycling would allow your residents to recycle greater volumes and more types of materials.
- In addition to the current list of recyclable materials, Single Stream Recycling allows you to recycle plastics #3-#7, cardboard, boxboard, magazines, and junk mail.
- Single Stream Recycling utilizes a 96-gallon cart with wheels, making recycling easier, and a lid keeping materials dry.
- Data has shown the recycling participation increases by around 50% and trash volumes are reduced.

Single Stream Media Coverage in San Marcos

Photos of the day, March 2009



◀ Back 5 / 139 Next ▶

Crockett Elementary students from Angela Rowe' first graders class place recycled material into a new recycle bin provided by Texas Disposal Systems as San Marcos' Mayor Susan Narvaiz looks on during a media press conference held in San Marcos, Texas, on Wednesday, March 25, 2009. City of San Marcos was launching the new citywide single-stream recycling program.

Russell Gonzalez AMERICAN STATESMAN

San Marcos Daily Record

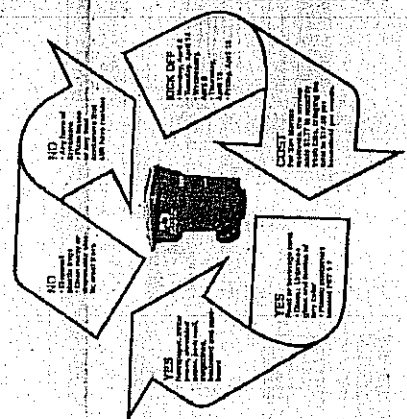
www.sanmarcosdailyrecord.com 1000 E. 10th St. San Marcos, TX 78666 512.786.1234

Single-stream

City offers big plan, big cart in hopes of putting a lid on waste

By AMBER LANCE

San Marcos is looking to take a big step in waste management with a new single-stream recycling program. The city is offering a new recycling bin to residents, which will allow them to recycle a wider range of materials than the current program. The new bin is designed to be used for a variety of items, including newspapers, magazines, and other household items. The city is also offering a new recycling cart, which will allow residents to recycle a wider range of materials than the current program. The new cart is designed to be used for a variety of items, including newspapers, magazines, and other household items.



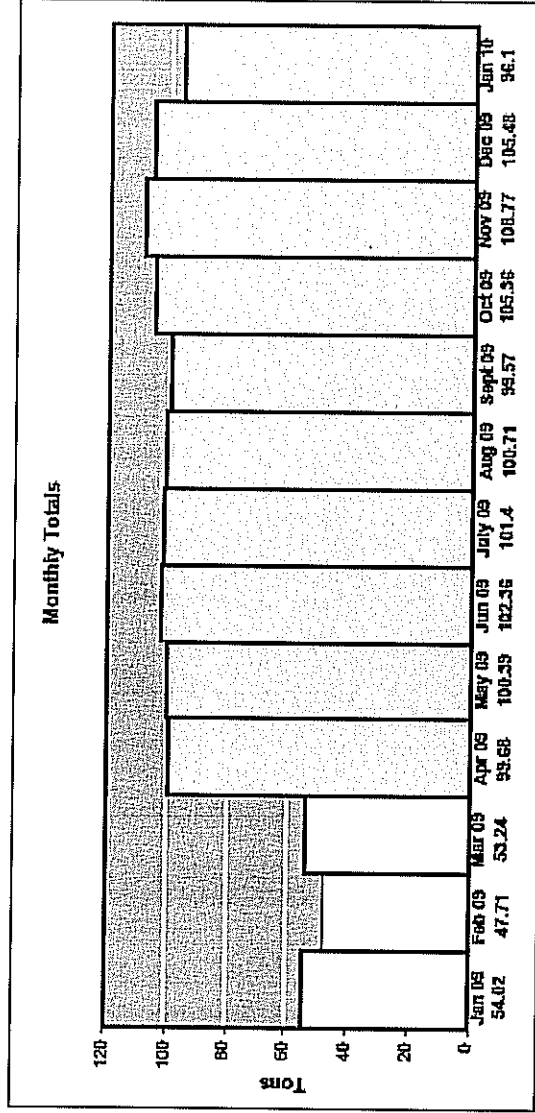
- San Marcos Daily Record
- News 8 Austin story
- University Star (TSU)

- Newstreamz
- San Marcos Mercury
- Fox 7
- In Fact Daily
- Austin American Statesman online

San Marcos Recycling Totals in Tons

Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	July 09	Aug 09	Sept 09	Oct 09	Nov 09	Dec 09	Jan 10
54.02	47.71	53.24	58.68	100.38	102.36	101.4	100.71	99.57	105.36	108.77	105.48	96.1

2009 Average 3 Months Prior to Single Stream 51.68
 Single Stream Average 101.982
 Single Stream Percentage Increase 97.42%



prior to Single Stream
 Single Stream



City Wide Clean Up

- Curbside Service options
- Central Location bulk drop off options



Value Added at the Same Rate

- TDS is offering these additional services at the same rate.
- Rate would be constant through December 2011 with an annual 5% rate adjustments thereafter.

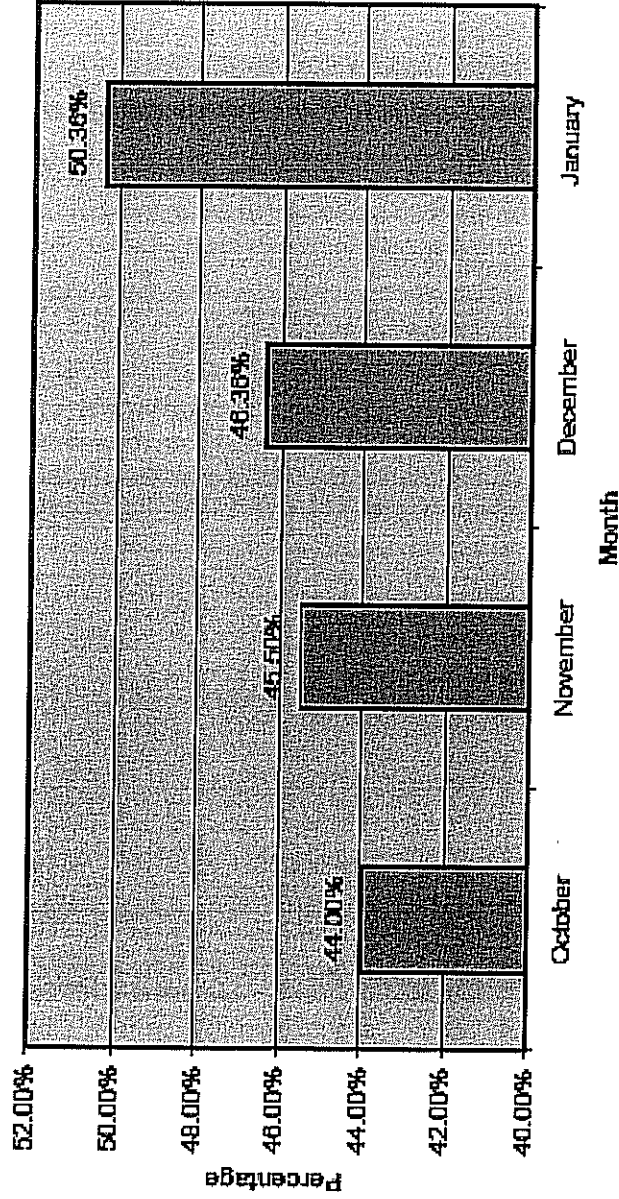
Conclusion



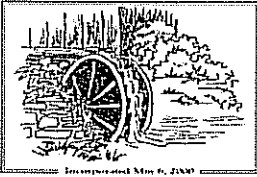
TEXAS DISPOSAL SYSTEMS

We hope that as partners TDS and the City of Wimberley can work together to come to an agreement and extend the current contract.

San Marcos Single Stream Participation Rate



City Council Agenda Form



Date Submitted: April 10, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: APPROVAL OF MARCH
2010 FINANCIAL STATEMENTS

Funds Required:

Funds Available:

Council Action Requested:

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

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to consider approval of the March 2010 Financial Statements.

Council Package
Financial Statements City of Wimberley
For the Period Ended 3/31/2010

☒	Balance Sheet - General Fund
☒	Revenue/Expenditure - General Fund
☒	Budget Vs Actual - General Fund
☒	Balance Sheet - Blue Hole Parkland
☒	Revenue/Expenditure - Blue Hole Parkland
☒	Budget Vs Actual - Blue Hole Parkland
☒	Balance Sheet - Municipal Court
☒	Revenue/Expenditure - Municipal Court
☒	Budget Vs Actual - Municipal Court
☒	Balance Sheet - Blue Hole Capital Project Fund
☒	Revenue/Expenditure - Blue Hole Capital Project Fund
☒	Budget Vs Actual - Blue Hole Capital Project Fund
☒	Journal Report

32 pgs Faxed to: 512-847-0422 4-9-10
6:35 pm

City of Wimberley
General Fund
Balance Sheet - Modified Accrual Basis
March 31, 2010

Assets

Current Assets

101.10 Petty Cash-General	\$ 150.00
102.10 Cash - Ozona National Bank - General	410,898.04
103.10 Cash - Blanco National Bank - General	78.82
105.10 Cash - Ozona National Bank - CD	225,462.71
116.10 Due From Municipal Court	90.00
119.10 Texpool - General	363,912.40
120.10 Accounts Receivable	15,677.17
121.10 Sales Tax Receivable	30,756.46
124.10 Allowance for Uncollectible Accounts	<u>(5,076.37)</u>

Total Current Assets \$ 1,041,949.23

Total Assets \$ 1,041,949.23

Liabilities and Fund Balance

Current Liabilities

301.10 Withholding Tax Payable	\$ 124.00
302.10 FICA Tax Payable	126.24
311.10 TMRS Payable	837.04
330.10 Community Center Security Deposits Payable	<u>4,925.00</u>

Total Current Liabilities \$ 6,012.28

Total Liabilities 6,012.28

Fund Balance

467.10 Fund Balance - Undesignated	578,306.93
469.10 Designated Fund Balance - Public Works	300,000.00
470.10 Designated Fund Balance - New City Hall	50,000.00
471.10 Designated Fund Balance - WW on Square	30,000.00
472.10 Designated Fund Balance - Future Grant Match	50,000.00
498.10 Net Excess (Deficit)	<u>27,630.02</u>

Total Fund Balance 1,035,936.95

Total Liabilities and Fund Balance \$ 1,041,949.23

City of Wimberley
General Fund
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Six Months Ended
March 31, 2010

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
Revenues				
501.10 Sales & Use Tax	\$ 30,756.46	45.00	\$ 270,656.72	64.28
502.10 Mixed Beverage Tax	0.00	0.00	1,566.94	0.37
503.10 Interest Income - General	413.68	0.61	1,432.97	0.34
504.10 Miscellaneous Income	19,475.00	28.49	26,038.41	6.18
505.10 Building Permits	662.80	0.97	6,635.85	1.58
506.10 Building Inspections	7,560.00	11.06	16,045.00	3.81
509.10 Plan Reviews	520.00	0.76	4,322.00	1.03
510.10 Beer & Wine Permits	175.00	0.28	575.00	0.14
511.10 Sign Permits	166.00	0.24	766.00	0.18
512.10 Subdivision	250.00	0.37	2,020.00	0.48
513.10 Zoning	750.00	1.10	4,686.60	1.11
516.10 Municipal Court Costs/Fines	0.00	0.00	660.47	0.16
521.10 Time Warner Cable	0.00	0.00	9,759.06	2.32
522.10 Pedemales Electric Cooperative, Inc.	0.00	0.00	18,984.72	4.51
523.10 Texas Disposal Systems	0.00	0.00	9,595.19	2.28
524.10 Verizon	0.00	0.00	5,900.97	1.40
525.10 Franchise Fees - Misc	10.74	0.02	6,340.32	1.51
527.10 Food Permits	2,745.00	4.02	10,730.00	2.55
528.10 Septic Lease	705.00	1.03	2,410.00	0.57
532.10 Community Center Rental Fees	4,156.50	6.08	21,903.00	5.20
Total Revenues	68,346.18	100.00	421,029.22	100.00
Expenditures				
Admin - Personnel				
601.10 City Administrator	7,307.70	10.69	43,846.20	10.41
602.10 City Secretary	2,846.16	4.16	17,076.96	4.06
603.10 Receptionist/Clerk	1,944.00	2.84	11,858.40	2.82
606.10 Payroll Taxes	925.49	1.35	5,275.30	1.25
607.10 TMRS - Admin	365.35	0.53	1,996.72	0.47
608.10 Health Care	712.00	1.04	4,272.00	1.01
Total Admin - Personnel	14,100.70	20.63	84,325.58	20.03
Admin - Operating				
609.10 Dues - TML & City Mgr Assoc	65.00	0.10	1,057.24	0.25
610.10 Public Notices	398.00	0.58	2,707.61	0.64
611.10 Printing	30.00	0.04	548.67	0.13
612.10 Telephone	711.59	1.04	2,744.56	0.65

City of Wimberley

General Fund

Statement of Revenue and Expenditures - Modified Accrual Basis

For the One Month and Six Months Ended

March 31, 2010

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
613.10 Copies	\$ 5.00	0.01	\$ 162.17	0.04
614.10 Rent	4,337.00	6.35	26,022.00	6.18
615.10 Cleaning	400.00	0.59	2,100.00	0.50
616.10 Office Supplies	325.09	0.48	1,064.40	0.25
617.10 Utilities	949.76	1.39	3,470.29	0.82
618.10 Equipment Leases	281.03	0.41	2,008.35	0.48
619.10 Water Cooler	46.91	0.07	220.44	0.05
620.10 Postage	158.57	0.23	702.70	0.17
621.10 Insurance	1,762.00	2.58	13,580.48	3.23
622.10 Records Management	15.36	0.02	445.91	0.11
623.10 Office Technology	49.00	0.07	1,009.99	0.24
626.10 Security Expense	0.00	0.00	3,108.70	0.74
628.10 Technology Consultant	0.00	0.00	65.00	0.02
632.10 Capital Outlay - Other	0.00	0.00	5,000.00	1.19
635.10 Mileage	0.00	0.00	292.60	0.07
636.10 Training - Travel	0.00	0.00	454.48	0.11
637.10 Contract Labor	0.00	0.00	250.00	0.06
638.10 Repairs & Maintenance	0.00	0.00	608.15	0.14
639.10 Signs/Zoning	0.00	0.00	1,098.00	0.28
640.10 Refunds	1,565.00	2.29	2,140.00	0.51
Total Admin - Operating	11,099.31	16.24	70,861.74	16.83
Legal				
641.10 Legal	3,809.50	5.57	16,376.56	3.89
Total Legal	3,809.50	5.57	16,376.56	3.89
Council - Boards Expenditures				
651.10 Association Dues	95.00	0.14	380.00	0.09
652.10 Training	0.00	0.00	100.00	0.02
655.10 Financial Management Services	1,000.00	1.46	5,000.00	1.19
656.10 Audit	3,250.00	4.76	13,000.00	3.09
658.10 Planning	0.00	0.00	1,470.00	0.35
661.10 Public Relations / Receptions	35.00	0.05	794.39	0.19
664.10 Fitness Council Expenses	0.00	0.00	57.10	0.01
Total Council - Boards Expenditures	4,380.00	6.41	20,801.49	4.94
Building Department Expenditures				

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City of Wimberley
General Fund
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Six Months Ended
March 31, 2010

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
676.10 Contract Inspector	\$ 1,545.00	2.28	\$ 7,170.00	1.70
677.10 Site Plan Reviews	<u>651.44</u>	<u>0.95</u>	<u>8,305.88</u>	<u>1.97</u>
Total Building Department Expenditures	<u>2,196.44</u>	<u>3.21</u>	<u>15,475.88</u>	<u>3.68</u>
Public Works - Personnel				
702.10 Salaries-Code Enforcement & Permitting	2,163.20	3.17	13,195.52	3.13
704.10 Salaries-GIS/Permitting Clerk	2,480.00	3.63	15,735.91	3.74
706.10 Payroll Taxes	355.21	0.52	2,072.96	0.49
707.10 TMRS - Public Works	140.23	0.21	784.04	0.19
708.10 Health Benefits	<u>400.00</u>	<u>0.59</u>	<u>2,400.00</u>	<u>0.57</u>
Total Public Works - Personnel	<u>5,538.64</u>	<u>8.10</u>	<u>34,188.43</u>	<u>8.12</u>
Public Works - Operating				
715.10 Supplies - Public Works	0.00	0.00	57.57	0.01
720.10 Fuel	129.27	0.19	598.67	0.14
721.10 Tools	0.00	0.00	27.99	0.01
722.10 Vehicle Maint. & Insurance	<u>78.78</u>	<u>0.12</u>	<u>121.00</u>	<u>0.03</u>
Total Public Works - Operating	<u>208.05</u>	<u>0.30</u>	<u>805.23</u>	<u>0.19</u>
Roads				
727.10 Road Maintenance	9,935.47	14.54	56,700.95	13.47
729.10 Road Engineering	3,585.72	5.25	4,680.20	1.11
731.10 Mowing / Tree Trimming	0.00	0.00	2,733.10	0.65
732.10 Signs/Barricades	573.90	0.84	2,313.55	0.55
733.10 Parking Lot Lease	100.00	0.15	600.00	0.14
736.10 Contract Labor	<u>1,800.00</u>	<u>2.63</u>	<u>2,200.00</u>	<u>0.52</u>
Total Roads	<u>15,995.09</u>	<u>23.40</u>	<u>69,227.80</u>	<u>16.44</u>
Water/Wastewater				
756.10 Public Restroom Wastewater	<u>235.00</u>	<u>0.34</u>	<u>1,917.54</u>	<u>0.46</u>
Total Water/Wastewater	<u>235.00</u>	<u>0.34</u>	<u>1,917.54</u>	<u>0.46</u>

City of Wimberley
General Fund
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Six Months Ended
March 31, 2010

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
Public Safety - Personnel				
801.10 Salaries - City Marshall	\$ 0.00	0.00	\$ (259.70)	(0.06)
806.10 Payroll Taxes	0.00	0.00	(86.88)	(0.02)
807.10 TMRS City Contribution-PS	0.00	0.00	35.89	0.01
Total Public Safety - Personnel	<u>0.00</u>	<u>0.00</u>	<u>(310.69)</u>	<u>(0.07)</u>
Public Safety - Operating				
821.10 City Prosecutor	0.00	0.00	610.34	0.14
824.10 Animal Control	0.00	0.00	6,000.00	1.43
825.10 Fuel-Public Safety	0.00	0.00	41.57	0.01
826.10 Supplies - Public Safety	0.00	0.00	131.88	0.03
827.10 Vehicle Maintenance and Repair	0.00	0.00	28.00	0.01
830.10 Capital Outlay - Vehicle	0.00	0.00	19,031.13	4.52
837.10 Sanitarian - Contract Labor	2,352.00	3.44	5,532.75	1.31
Total Public Safety - Operating	<u>2,352.00</u>	<u>3.44</u>	<u>31,375.67</u>	<u>7.45</u>
Parks - Operating				
859.10 Nature Trail Operations	131.47	0.19	1,119.16	0.27
Total Parks - Operating	<u>131.47</u>	<u>0.19</u>	<u>1,119.16</u>	<u>0.27</u>
Community Center - Personnel				
901.10 Salaries - Director	1,885.00	2.76	9,654.40	2.29
902.10 Salaries - Maintenance	1,025.00	1.50	10,842.20	2.58
906.10 Payroll Taxes - Comm Ctr	222.61	0.33	1,629.56	0.39
907.10 TMRS - City Contribution Comm Ctr	0.00	0.00	261.58	0.06
908.10 Health Benefits - Comm Ctr	0.00	0.00	600.00	0.14
909.10 Contract Labor - Comm Ctr	640.00	0.94	2,355.35	0.56
Total Community Center - Personnel	<u>3,772.61</u>	<u>5.52</u>	<u>25,343.09</u>	<u>6.02</u>
Community Center - Operating				
910.10 Advertising	0.00	0.00	624.00	0.15
912.10 Telephone - Comm Ctr	72.04	0.11	72.04	0.02
915.10 Cleaning - Comm Ctr	210.00	0.31	2,335.00	0.55
916.10 Office Supplies - Comm Ctr	0.00	0.00	285.77	0.07

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City of Wimberley
General Fund
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Six Months Ended
March 31, 2010

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
917.10 Utilities - Comm Ctr	\$ 3,601.10	5.27	\$ 15,260.57	3.62
920.10 Postage - Comm Ctr	0.00	0.00	8.80	0.00
926.10 Security Expense - Comm Ctr	93.45	0.14	487.25	0.11
927.10 Maintenance & Repair - Comm Ctr	70.00	0.10	921.16	0.22
928.10 Supplies - Comm Ctr	262.78	0.38	1,212.13	0.29
961.10 Public Relations/Receptions - Comm Ct	0.00	0.00	705.00	0.17
Total Community Center - Operating	4,309.37	6.31	21,891.72	5.20
Total Expenditures	68,128.18	99.68	393,399.20	93.44
NET EXCESS (DEFICIT)	\$ 218.00	0.32	\$ 27,630.02	6.56

CITY OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Six Months Ended March 31, 2010

		CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
REVENUES								
501.1	Sales & Use Tax	\$ 30,756.46	\$ 270,656.72	64.28%	\$ 522,300.00	(251,643.28)	-48.18%	-50.00%
502.1	Mixed Beverage Tax	-	1,566.94	0.37%	10,000.00	(8,433.06)	-84.33%	-50.00%
503.1	Interest Income	413.68	1,432.97	0.34%	12,000.00	(10,567.03)	-88.06%	-50.00%
504.1	Misc. Income	19,475.00	26,038.41	6.18%	12,500.00	13,538.41	0.00%	-50.00%
505.1	Building Permits	662.80	6,635.85	1.58%	15,000.00	(8,364.15)	-55.76%	-50.00%
506.1	Building Inspections	7,560.00	16,045.00	3.81%	17,500.00	(1,455.00)	-8.31%	-50.00%
507.1	Fire Inspections	-	-	0.00%	5,000.00	(5,000.00)	-100.00%	-50.00%
509.1	Plan Reviews	520.00	4,322.00	1.03%	15,000.00	(10,678.00)	-71.19%	-50.00%
510.1	Beer & Wine Permits	175.00	575.00	0.14%	3,000.00	(2,425.00)	0.00%	-50.00%
511.1	Sign Permits	166.00	766.00	0.18%	3,500.00	(2,734.00)	-78.11%	-50.00%
512.1	Subdivision	250.00	2,020.00	0.48%	10,000.00	(7,980.00)	-79.80%	-50.00%
513.1	Zoning	750.00	4,686.60	1.11%	7,500.00	(2,813.40)	-37.51%	-50.00%
514.1	Copies/Maps/Misc.	-	-	0.00%	500.00	(500.00)	-100.00%	-50.00%
516.1	Municipal Court/Costs Fines	-	660.47	0.16%	5,000.00	(4,339.53)	-86.79%	-50.00%
525.1	Franchise Fees	10.74	50,580.26	12.01%	230,000.00	(179,419.74)	-78.01%	-50.00%
526.1	Health Fees	-	-	0.00%	17,500.00	(17,500.00)	-100.00%	-50.00%
527.1	Food Permits	2,745.00	10,730.00	2.55%	-	10,730.00	0.00%	-50.00%
528.1	Septic Lease/Permits	705.00	2,410.00	0.57%	-	2,410.00	0.00%	-50.00%
532.1	Community Center Rental Fees	4,156.50	21,903.00	5.20%	45,000.00	(23,097.00)	-51.33%	-50.00%
533.1	Parking Lot Lease	-	-	0.00%	1,200.00	(1,200.00)	0.00%	-50.00%
TOTAL REVENUES		68,346.18	421,029.22	100.00%	932,500.00	(511,470.78)	-54.85%	-50.00%
EXPENDITURES								
ADMINISTRATION EXPENDITURES								
<u>Personnel</u>								
601.1	City Administrator	7,307.70	43,846.20	11.15%	95,000.00	(51,153.80)	-53.85%	-50.00%
602.1	City Secretary	2,846.16	17,076.96	4.34%	37,000.00	(19,923.04)	-53.85%	-50.00%
603.1	Receptionist/Clerk	1,944.00	11,858.40	3.01%	29,204.00	(17,345.60)	-59.39%	-50.00%
604.1	Fire Marshal (Contract Labor)	-	-	0.00%	5,000.00	(5,000.00)	0.00%	-50.00%
606.1	Payroll Taxes	925.49	5,275.30	1.34%	12,770.00	(7,494.70)	-58.69%	-50.00%
607.1	TMRS	365.35	1,996.72	0.51%	5,336.00	(3,339.28)	-62.58%	-50.00%
608.1	Health Benefits	712.00	4,272.00	1.09%	8,544.00	(4,272.00)	-50.00%	-50.00%
<u>Total Personnel</u>		<u>14,100.70</u>	<u>84,325.58</u>	<u>21.44%</u>	<u>192,854.00</u>	<u>(108,528.42)</u>	<u>-56.27%</u>	<u>-50.00%</u>

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CITY OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Six Months Ended March 31, 2010

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
<u>Operating</u>							
609.1 Dues (TML & City Mgr Assoc.)	65.00	1,057.24	0.27%	3,000.00	(1,942.76)	-64.76%	-50.00%
610.1 Public Notices	398.00	2,707.61	0.69%	4,500.00	(1,792.39)	-39.83%	-50.00%
611.1 Printing	30.00	548.67	0.14%	500.00	48.67	9.73%	-50.00%
612.1 Telephone	711.59	2,744.56	0.70%	5,187.00	(2,442.44)	-47.09%	-50.00%
613.1 Copies	5.00	162.17	0.04%	750.00	(587.83)	-78.38%	-50.00%
614.1 Rent	4,337.00	26,022.00	6.61%	55,000.00	(28,978.00)	-52.69%	-50.00%
615.1 Cleaning	400.00	2,100.00	0.53%	5,200.00	(3,100.00)	-59.62%	-50.00%
616.1 Office Supplies	325.09	1,064.40	0.27%	4,000.00	(2,935.60)	-73.39%	-50.00%
617.1 Utilities	949.76	3,470.29	0.88%	6,000.00	(2,529.71)	-42.16%	-50.00%
618.1 Equipment Leases	281.03	2,008.35	0.51%	4,600.00	(2,591.65)	-56.34%	-50.00%
619.1 Water Cooler	46.91	220.44	0.06%	650.00	(429.56)	-66.09%	-50.00%
620.1 Postage	158.57	702.70	0.18%	2,500.00	(1,797.30)	-71.89%	-50.00%
621.1 Insurance	1,762.00	13,580.48	3.45%	13,750.00	(168.52)	-1.23%	-50.00%
622.1 Records Management	15.36	445.91	0.11%	2,500.00	(2,054.09)	-82.16%	-50.00%
623.1 Office Technology	49.00	1,009.99	0.26%	4,200.00	(3,190.01)	-75.95%	-50.00%
626.1 Security Expense	-	3,108.70	0.79%	800.00	2,308.70	288.59%	-50.00%
628.1 Technology Consultant	-	65.00	0.02%	3,350.00	(3,285.00)	-98.06%	-50.00%
629.1 Pay Comparability Adjustment	-	-	0.00%	1,000.00	(1,000.00)	-100.00%	-50.00%
630.1 Capital Outlay - Furnishings	-	-	0.00%	500.00	(500.00)	-100.00%	-50.00%
631.1 Capital Outlay - Technology	-	-	0.00%	2,000.00	(2,000.00)	-100.00%	-50.00%
632.1 Capital Outlay - Other	-	5,000.00	1.27%	-	5,000.00	0.00%	-50.00%
635.1 Mileage	-	292.60	0.07%	500.00	(207.40)	-41.48%	-50.00%
636.1 Training-Travel	-	454.48	0.12%	1,500.00	(1,045.52)	-69.70%	-50.00%
637.1 Contract Labor	-	250.00	0.06%	-	250.00	0.00%	-50.00%
638.1 Repairs & Maintenance	-	608.15	0.15%	-	608.15	0.00%	-50.00%
639.1 Signs/Zoning	-	1,098.00	0.28%	-	1,098.00	0.00%	-50.00%
640.1 Refunds	1,565.00	2,140.00	0.54%	-	2,140.00	0.00%	-50.00%
<u>Total Operating</u>	<u>11,099.31</u>	<u>70,861.74</u>	<u>18.01%</u>	<u>121,987.00</u>	<u>(51,125.26)</u>	<u>-41.81%</u>	<u>-50.00%</u>
TOTAL ADMINISTRATION EXPENDITURES	<u>25,200.01</u>	<u>155,187.32</u>	<u>39.45%</u>	<u>314,841.00</u>	<u>(159,653.68)</u>	<u>-50.71%</u>	<u>-50.00%</u>
LEGAL DEPARTMENT EXPENDITURES							
641.1 Legal	3,809.50	16,376.56	4.16%	55,000.00	(38,623.44)	-70.22%	-50.00%

Restricted for Management's Use Only

CITY OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Six Months Ended March 31, 2010

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
649.1 Operating Transfer-Out	-	-	0.00%	-	-	0.00%	-50.00%
TOTAL LEGAL	3,809.50	16,376.56	4.16%	55,000.00	(38,623.44)	-70.22%	-50.00%
COUNCIL - BOARD EXPENDITURES							
651.1 Association Dues	95.00	380.00	0.10%	-	380.00	0.00%	-50.00%
652.1 Training	-	100.00	0.03%	1,000.00	(900.00)	-90.00%	-50.00%
653.1 Town Hall Meetings	-	-	0.00%	-	-	0.00%	-50.00%
654.1 Election	-	-	0.00%	3,200.00	(3,200.00)	-100.00%	-50.00%
655.1 Financial Management Services	1,000.00	5,000.00	1.27%	12,000.00	(7,000.00)	-58.33%	-50.00%
656.1 Audit	3,250.00	13,000.00	3.30%	13,500.00	(500.00)	-3.70%	-50.00%
657.1 Public Satisfaction Survey	-	-	0.00%	2,500.00	(2,500.00)	0.00%	-50.00%
658.1 Planning	-	1,470.00	0.37%	-	1,470.00	0.00%	-50.00%
659.1 Recording Secretary	-	-	0.00%	-	-	0.00%	-50.00%
660.1 Economic Development	-	-	0.00%	-	-	0.00%	-50.00%
661.1 Public Relations/Receptions	35.00	794.39	0.20%	4,500.00	(3,705.61)	-82.35%	-50.00%
662.1 Public Information	-	-	0.00%	-	-	0.00%	-50.00%
663.1 Visitor Center Support	-	-	0.00%	-	-	0.00%	-50.00%
664.1 Fitness Council Expenditures	-	57.10	0.01%	5,000.00	(4,942.90)	-98.86%	-50.00%
TOTAL COUNCIL -BOARD EXPENDITURES	4,380.00	20,801.49	5.29%	41,700.00	(20,898.51)	-50.12%	-50.00%
BUILDING DEPARTMENT EXPENDITURES							
676.1 Contract Inspector	1,545.00	7,170.00	1.82%	17,500.00	(10,330.00)	-59.03%	-50.00%
677.1 Site Plan Reviews	651.44	8,305.88	2.11%	15,000.00	(6,694.12)	-44.63%	-50.00%
678.1 Building Code Books	-	-	0.00%	-	-	0.00%	-50.00%
TOTAL BUILDING DEPARTMENT EXPENDITURES	2,196.44	15,475.88	3.93%	32,500.00	(17,024.12)	-52.38%	-50.00%
PUBLIC WORKS/CODE ENFORCEMENT EXPENDITURES							
<i>Public Works</i>							
<i>Personnel</i>							
701.1 Salaries-Planning Director	2,163.20	13,195.52	3.35%	-	13,195.52	0.00%	-50.00%
702.1 Salaries-Code Enforcement & Permittir	-	-	0.00%	28,121.00	(28,121.00)	-100.00%	-50.00%
703.1 Salaries-Asst. to Planning Director	-	-	0.00%	-	-	0.00%	-50.00%

Restricted for Management's Use Only

CITY OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Six Months Ended March 31, 2010

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
704.1 Salaries-GIS/Permitting Clerk	2,480.00	15,735.91	4.00%	32,240.00	(16,504.09)	-51.19%	-50.00%
706.1 Payroll Taxes	355.21	2,072.96	0.53%	4,708.00	(2,635.04)	-55.97%	-50.00%
707.1 TMRS - Public Works	140.23	784.04	0.20%	1,998.00	(1,213.96)	-60.76%	-50.00%
708.1 Health Benefits	400.00	2,400.00	0.61%	4,800.00	(2,400.00)	-50.00%	-50.00%
<u>Total Personnel</u>	<u>5,538.64</u>	<u>34,188.43</u>	<u>8.69%</u>	<u>71,867.00</u>	<u>(37,678.57)</u>	<u>-52.43%</u>	<u>-50.00%</u>
<u>Operating</u>							
712.1 Mileage	-	-	0.00%	250.00	(250.00)	0.00%	-50.00%
713.1 Training	-	-	0.00%	500.00	(500.00)	0.00%	-50.00%
714.1 Certificates	-	-	0.00%	-	-	0.00%	-50.00%
715.1 Supplies - Public Works	-	57.57	0.21%	500.00	(442.43)	-88.49%	-50.00%
720.1 Fuel	129.27	598.67	0.15%	2,000.00	(1,401.33)	-70.07%	-50.00%
721.1 Tools	-	27.99	0.01%	500.00	(472.01)	-94.40%	-50.00%
722.1 Vehicle Maintenance & Insurance	78.78	121.00	0.03%	500.00	(379.00)	-75.80%	-50.00%
<u>Total Operating</u>	<u>208.05</u>	<u>805.23</u>	<u>0.20%</u>	<u>4,250.00</u>	<u>(3,444.77)</u>	<u>-81.05%</u>	<u>-50.00%</u>
<u>Total Public Works</u>	<u>5,746.69</u>	<u>34,993.66</u>	<u>8.90%</u>	<u>76,117.00</u>	<u>(41,123.34)</u>	<u>-54.03%</u>	<u>-50.00%</u>
<u>Roads</u>							
727.1 Road Maintenance	9,935.47	56,700.95	14.41%	85,000.00	(28,299.05)	-33.29%	-50.00%
729.1 Transfer to Road Maintenance Reserve	-	-	0.00%	20,000.00	(20,000.00)	-100.00%	-50.00%
730.1 Road Engineering	3,585.72	4,680.20	1.19%	6,000.00	(1,319.80)	-22.00%	-50.00%
730.1 Road Insurance	-	-	0.00%	-	-	0.00%	-50.00%
731.1 Mowing/Tree Trimming	-	2,733.10	0.69%	10,500.00	(7,766.90)	-73.97%	-50.00%
732.1 Signs/Baricades	573.90	2,313.55	0.59%	3,500.00	(1,186.45)	-33.90%	-50.00%
733.1 Parking Lot Lease	100.00	600.00	0.15%	1,200.00	(600.00)	-50.00%	-50.00%
734.1 Master Planning Traffic Studies	-	-	0.00%	-	-	0.00%	-50.00%
735.1 Survey Services	-	-	0.00%	50,000.00	(50,000.00)	0.00%	-50.00%
736.1 Contract Labor	1,800.00	2,200.00	0.56%	-	2,200.00	0.00%	-50.00%
737.1 Ranch Road 12 Mitigation	-	-	0.00%	-	-	0.00%	-50.00%
740.1 Capital Outlay Roads	-	-	0.00%	250,000.00	(250,000.00)	-100.00%	-50.00%
741.1 Capital Outlay Sidewalks	-	-	0.00%	25,000.00	-	0.00%	-50.00%
<u>Total Roads</u>	<u>15,995.09</u>	<u>69,227.80</u>	<u>17.60%</u>	<u>451,200.00</u>	<u>(381,972.20)</u>	<u>-84.66%</u>	<u>-50.00%</u>

Restricted for Management's Use Only

CITY OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Six Months Ended March 31, 2010

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
<u>Water/Wastewater</u>							
752.1 Water Quality Testing	-	-	0.00%	1,500.00	(1,500.00)	-100.00%	-50.00%
753.1 Wastewater System Start-up	-	-	0.00%	-	-	0.00%	-50.00%
754.1 Map Services	-	-	0.00%	-	-	0.00%	-50.00%
755.1 Water/Wastewater Purchases	-	-	0.00%	-	-	0.00%	-50.00%
756.1 Public Restroom Wastewater	235.00	1,917.54	0.49%	6,000.00	(4,082.46)	-68.04%	-50.00%
<u>Total Water/Wastewater</u>	235.00	1,917.54	0.49%	7,500.00	(5,582.46)	-74.43%	-50.00%
TOTAL PUBLIC WORKS/CODE ENFORCEMENT EXPENDITURES	21,976.78	106,139.00	26.98%	534,817.00	(428,678.00)	-80.15%	-50.00%
<u>PUBLIC SAFETY/COURTS EXPENDITURES</u>							
<u>Personnel</u>							
801.1 Salaries - City Marshall	-	(259.70)	-0.07%	-	(259.70)	0.00%	-50.00%
806.1 Payroll Taxes	-	(86.88)	-0.02%	-	(86.88)	0.00%	-50.00%
807.1 TMRS City Contribution	-	35.89	0.01%	-	35.89	0.00%	-50.00%
808.1 Health Benefits	-	-	0.00%	-	-	0.00%	-50.00%
<u>Total Personnel</u>	-	(310.69)	-0.08%	-	(310.69)	0.00%	-50.00%
<u>Operating</u>							
820.1 Municipal Court Judge	-	-	0.00%	1,200.00	(1,200.00)	-100.00%	-50.00%
821.1 City Prosecutor	-	610.34	0.16%	2,610.00	(1,999.66)	-76.62%	-50.00%
822.1 Emergency Plan	-	-	0.00%	-	-	0.00%	-50.00%
823.1 Training	-	-	0.00%	2,500.00	(2,500.00)	-100.00%	-50.00%
824.1 Animal Control	-	6,000.00	1.53%	6,000.00	-	0.00%	-50.00%
825.1 Fuel	-	41.57	0.01%	-	41.57	0.00%	-50.00%
826.1 Supplies	-	131.88	0.03%	-	131.88	0.00%	-50.00%
827.1 Vehicle Maintenance & Repair	-	28.00	0.01%	-	28.00	0.00%	-50.00%
830.1 Capital Outlay - Vehicles	-	19,031.13	4.84%	12,552.00	6,479.13	51.62%	-50.00%
831.1 Capital Outlay - Equipment	-	-	0.00%	-	-	0.00%	-50.00%
832.1 Capital Outlay - Technology	-	-	0.00%	-	-	0.00%	-50.00%
837.1 Sanitation (Contract Labor)	2,352.00	5,532.75	1.41%	15,000.00	(9,467.25)	-63.11%	-50.00%
<u>Total Operating</u>	2,352.00	31,375.67	7.98%	39,862.00	(8,486.33)	-21.29%	-50.00%
TOTAL PUBLIC SAFETY/COURTS EXPENDITURES	2,352.00	31,064.98	7.90%	39,862.00	(8,797.02)	-22.07%	-50.00%

Restricted for Management's Use Only

CITY OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Six Months Ended March 31, 2010

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
PARKS & RECREATION EXPENDITURES							
<i>Personnel</i>							
851.1 Assistant to City Admin	-	-	0.00%	-	-	0.00%	-50.00%
852.1 Health Benefits	-	-	0.00%	-	-	0.00%	-50.00%
853.1 Payroll Taxes	-	-	0.00%	-	-	0.00%	-50.00%
<i>Total Personnel</i>	-	-	0.00%	-	-	0.00%	-50.00%
<i>Operating</i>							
854.1 Mileage	-	-	0.00%	-	-	0.00%	-50.00%
855.1 Public Information	-	-	0.00%	-	-	0.00%	-50.00%
856.1 Parks Research & Development	-	-	0.00%	500.00	(500.00)	-100.00%	-50.00%
857.1 Trails Master Plan	-	-	0.00%	-	-	0.00%	-50.00%
859.1 Nature Trail Operations	131.47	1,119.16	0.28%	5,000.00	(3,880.84)	-77.62%	-50.00%
<i>Total Operating</i>	131.47	1,119.16	0.28%	5,500.00	(4,380.84)	-79.65%	-50.00%
TOTAL PARKS & RECREATION EXPENDITURES	131.47	1,119.16	0.28%	5,500.00	(4,380.84)	-79.65%	-50.00%
COMMUNITY CENTER EXPENDITURES							
<i>Personnel</i>							
901.1 Salaries - Director	1,885.00	9,654.40	2.45%	18,231.00	(8,576.60)	-47.04%	-50.00%
902.1 Salaries - Maintenance	1,025.00	10,842.20	2.76%	35,182.00	(24,339.80)	-69.18%	-50.00%
906.1 Payroll Taxes	222.61	1,629.56	0.41%	4,177.00	(2,547.44)	-60.99%	-50.00%
907.1 TMRS	-	261.58	0.07%	1,165.00	(903.42)	-77.55%	-50.00%
908.1 Health Benefits	-	600.00	0.15%	2,400.00	(1,800.00)	-75.00%	-50.00%
909.1 Contract Labor	640.00	2,355.35	0.60%	750.00	1,605.35	214.05%	-50.00%
<i>Total Personnel</i>	3,772.61	25,343.09	6.44%	61,905.00	(36,561.91)	-59.06%	-50.00%
<i>Operating</i>							
910.1 Advertising	-	624.00	0.16%	5,000.00	(4,376.00)	-87.52%	-50.00%
912.1 Telephone	72.04	72.04	0.02%	-	72.04	0.00%	-50.00%
915.1 Cleaning	210.00	2,335.00	0.59%	-	2,335.00	0.00%	-50.00%
916.1 Office Supplies	-	285.77	0.07%	2,500.00	(2,214.23)	-88.57%	-50.00%

Restricted for Management's Use Only

CITY OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Six Months Ended March 31, 2010

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
917.1 Utilities	3,601.10	15,260.57	3.88%	26,088.00	(10,807.43)	-41.46%	-50.00%
920.1 Postage	-	-	0.00%	-	-	0.00%	-50.00%
926.1 Security Expense	93.45	467.25	0.12%	1,100.00	(632.75)	-57.52%	-50.00%
927.1 Maintenance & Repair	70.00	921.16	0.23%	2,000.00	(1,078.84)	-53.94%	-50.00%
928.1 Supplies	262.78	1,212.13	0.31%	3,500.00	(2,287.87)	-65.37%	-50.00%
961.1 Public Relations/Receptions	-	705.00	0.18%	-	705.00	0.00%	-50.00%
<i>Total Operating</i>	<u>4,309.37</u>	<u>21,891.72</u>	<u>5.56%</u>	<u>40,168.00</u>	<u>(18,276.28)</u>	<u>-45.50%</u>	<u>-50.00%</u>
TOTAL COMMUNITY CENTER EXPENDITURES	<u>8,081.98</u>	<u>47,234.81</u>	<u>12.01%</u>	<u>102,073.00</u>	<u>(54,838.19)</u>	<u>-53.72%</u>	<u>-50.00%</u>
TOTAL EXPENDITURES	<u>68,128.18</u>	<u>393,399.20</u>	<u>0.88</u>	<u>1,126,293.00</u>	<u>(678,055.61)</u>	<u>-60.20%</u>	<u>-50.00%</u>
TRANSFER IN (FUND BALANCE)				193,793.00			
Net Excess (Deficit)	<u>\$ 218.00</u>	<u>\$ 27,630.02</u>	<u>12.01%</u>	<u>\$ -</u>	<u>27,630.02</u>	<u>0.00%</u>	<u>-50.00%</u>

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City of Wimberley
Blue Hole Parkland
Balance Sheet - Modified Accrual Basis
March 31, 2010

Assets

Current Assets

110.40 Cash - Ozona National Bank - BH Operating	\$	93,490.73
119.40 Texpool - Blue Hole		<u>163,916.55</u>

Total Current Assets	\$	<u>257,407.28</u>
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Total Assets	\$	<u><u>257,407.28</u></u>
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Liabilities and Fund Balance

Current Liabilities

340.40 Blue Hole Rental Deposits Payable	\$	<u>400.00</u>
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Total Current Liabilities	\$	<u>400.00</u>
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Total Liabilities		<u>400.00</u>
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Fund Balance

467.40 Fund Balance - Blue Hole Parkland	111,579.97
473.40 Designated Fund Balance Blue Hole - Soccer Fields	146,701.58
498.40 Net Excess (Deficit)	<u>(1,274.27)</u>

Total Fund Balance		<u>257,007.28</u>
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Total Liabilities and Fund Balance	\$	<u><u>257,407.28</u></u>
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City of Wimberley
Blue Hole Parkland
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Six Months Ended
March 31, 2010

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
Revenues				
503.40 Interest Income - Blue Hole Parkland	\$ 39.51	100.00	\$ 247.57	42.85
504.40 Misc Income - Blue Hole	0.00	0.00	55.16	9.55
542.40 Rental Fees	0.00	0.00	275.00	47.60
Total Revenues	<u>39.51</u>	<u>100.00</u>	<u>577.73</u>	<u>100.00</u>
Expenditures				
Parks - Operating				
862.40 Utilities	55.10	139.46	465.60	80.59
864.40 Operating Supplies	0.00	0.00	397.20	68.75
866.40 Rental	0.00	0.00	139.20	24.09
868.40 Public Restroom Facilities	850.00	2151.35	850.00	147.13
869.40 Capital Outlay - Facilities	(850.00)	(2151.35)	0.00	0.00
Total Parks - Operating	<u>55.10</u>	<u>139.46</u>	<u>1,852.00</u>	<u>320.56</u>
Total Expenditures	<u>55.10</u>	<u>139.46</u>	<u>1,852.00</u>	<u>320.56</u>
NET EXCESS (DEFICIT)	\$ <u>(15.59)</u>	<u>(39.46)</u>	\$ <u>(1,274.27)</u>	<u>(220.56)</u>

CITY OF WIMBERLEY
BUDGET VS ACTUAL - BLUE HOLE SPECIAL REVENUE FUND
For The Six Months Ended March 31, 2010

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
REVENUES							
503.4 Interest Income	\$ 39.51	\$ 247.57	42.85%	\$ 500.00	(252.43)	-50.49%	-50.00%
504.4 Misc Income	-	55.16	24.10%	-	55.16	0.00%	-50.00%
518.4 Designated Funds	-	-	0.00%	-	-	0.00%	-50.00%
520.4 Grant Funds	-	-	0.00%	-	-	0.00%	-50.00%
541.4 Gate Fees	-	-	0.00%	60,000.00	(60,000.00)	-100.00%	-50.00%
542.4 Rental Fees	-	275.00	47.60%	2,000.00	(1,725.00)	-86.25%	-50.00%
TOTAL REVENUES	39.51	577.73	114.55%	\$62,500.00	(61,922.27)	-99.08%	-50.00%
EXPENDITURES							
858.4 Blue Hole Master Plan	-	-	0.00%	-	-	0.00%	-50.00%
861.4 Contract Labor/Wages	-	-	0.00%	23,455.00	(23,455.00)	-100.00%	-50.00%
862.4 Utilities	55.10	465.60	25.14%	1,500.00	(1,034.40)	-68.96%	-50.00%
863.4 Mowing	-	-	0.00%	2,500.00	(2,500.00)	-100.00%	-50.00%
864.4 Operating Supplies	-	397.20	21.45%	2,045.00	(1,647.80)	-80.58%	-50.00%
865.4 Contract Services	-	-	0.00%	27,000.00	(27,000.00)	-100.00%	-50.00%
866.4 Rental	-	139.20	7.52%	1,500.00	(1,360.80)	-90.72%	-50.00%
867.4 Materials	-	-	0.00%	2,000.00	(2,000.00)	-100.00%	-50.00%
868.4 Public Restroom Facilities	-	850.00	45.90%	2,500.00	(1,650.00)	-66.00%	-50.00%
TOTAL BLUE HOLE PARKLAND EXPENDITURES	55.10	1,852.00	100.00%	62,500.00	(60,648.00)	-97.04%	-50.00%
Net Excess (Deficit)	\$ (15.59)	\$ (1,274.27)	14.55%	-	(1,274.27)	-2.04%	-50.00%

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City of Wimberley
Municipal Court
Balance Sheet - Modified Accrual Basis
March 31, 2010

Assets

Current Assets

112.50 Cash - Ozona National Bank - Municipal Court	\$	<u>1,255.67</u>	
Total Current Assets	\$		<u>1,255.67</u>
Total Assets	\$		<u><u>1,255.67</u></u>

Liabilities and Fund Balance

Current Liabilities

304.50 Due to General - Municipal Court	\$	(4.00)	
350.50 Municipal Court Cost Payable		<u>3.43</u>	
Total Current Liabilities	\$		<u>(0.57)</u>
Total Liabilities			<u>(0.57)</u>

Fund Balance

467.50 Fund Balance - Municipal Court		1,221.52	
498.50 Net Excess (Deficit)		<u>34.72</u>	
Total Fund Balance			<u>1,256.24</u>
Total Liabilities and Fund Balance	\$		<u><u>1,255.67</u></u>

City of Wimberley
Municipal Court
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Six Months Ended
March 31, 2010

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
Revenues				
503.50 Interest Income - Municipal Ct	\$ 0.00	0.00	\$ 2.24	6.45
550.50 Court Technology Fees	0.00	0.00	2.73	7.86
551.50 Building Security Fees	0.00	0.00	2.05	5.90
552.50 Child Safety Fees	0.00	0.00	25.00	72.00
553.50 Judicial Efficiency Fees	0.00	0.00	2.70	7.78
	<u>0.00</u>	<u>0.00</u>	<u>34.72</u>	<u>100.00</u>
Total Revenues	0.00	0.00	34.72	100.00
Total Expenditures	0.00	0.00	0.00	0.00
NET EXCESS (DEFICIT)	\$ <u>0.00</u>	<u>0.00</u>	\$ <u>34.72</u>	<u>100.00</u>

CITY OF WIMBERLEY
BUDGET VS ACTUAL - MUNICIPAL COURT SPECIAL REVENUE FUND
For The Six Months Ended March 31, 2010

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
REVENUES							
503.5 Interest Income	\$ -	\$ 2.24	6.45%	\$ -	\$ 2.24	0.00%	-50.00%
550.5 Court Technology Fees	-	2.73	7.86%	425.00	(422.27)	-99.36%	-50.00%
551.5 Building Security Fees	-	2.05	5.90%	325.00	(322.95)	-99.37%	-50.00%
552.5 Child Safety Fees	-	25.00	72.00%	325.00	(300.00)	-92.31%	-50.00%
553.5 Judicial Efficiency Fees	-	2.70	7.78%	20.00	(17.30)	-86.50%	-50.00%
TOTAL REVENUES	-	34.72	100.00%	1,095.00	(1,060.28)	-96.83%	-50.00%
EXPENDITURES							
<u>Court Technology</u>							
Office Supplies	-	-					-50.00%
Office Technology	-	-					-50.00%
Capital Outlay - Technology	-	-					-50.00%
Total Court Technology	-	-					-50.00%
<u>Building Security</u>							
Office Supplies	-	-					-50.00%
Security Expense	-	-					-50.00%
Capital Outlay - Furnishings	-	-					-50.00%
Total Building Security	-	-					-50.00%
<u>Child Safety</u>							
Printing	-	-					-50.00%
Contract Labor	-	-					-50.00%
Signage	-	-					-50.00%
Total Child Safety	-	-					-50.00%
<u>Judicial Efficiency</u>							
Office Supplies	-	-					-50.00%
Printing	-	-					-50.00%
Signage	-	-	0.00%	-	-	0.00%	-50.00%
Total Judicial Efficiency	-	-					-50.00%
TOTAL MUNICIPAL COURT							

CITY OF WIMBERLEY
BUDGET VS ACTUAL - MUNICIPAL COURT SPECIAL REVENUE FUND
For The Six Months Ended March 31, 2010

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
EXPENDITURES	-	-	0.00%	-	-	0.00%	-50.00%
Net Excess (Deficit)	\$ -	\$ 34.72	100.00%	\$ 1,095.00	\$ 1,060.28	-96.83%	-50.00%

City of Wimberley
Blue Hole Capital Project Fund
Balance Sheet - Modified Accrual Basis
March 31, 2010

Assets

Current Assets

111.60 Cash - Ozona National Bank - BH Development \$ 221,969.65

Total Current Assets \$ 221,969.65

Total Assets \$ 221,969.65

Liabilities and Fund Balance

Total Liabilities \$ 0.00

Fund Balance

467.60 Fund Balance - Capital Project Fund \$ 445,258.78

498.60 Net Excess (Deficit) (223,289.13)

Total Fund Balance 221,969.65

Total Liabilities and Fund Balance \$ 221,969.65

City of Wimberley
Blue Hole Capital Project Fund
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Six Months Ended
March 31, 2010

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
Revenues				
503.60 Interest Income	\$ 102.07	100.00	\$ 1,447.99	100.00
Total Revenues	<u>102.07</u>	<u>100.00</u>	<u>1,447.99</u>	<u>100.00</u>
Expenditures				
Parks - Operating				
870.60 Capital Outlay - Development Project	29,449.55	28852.31	224,737.12	15520.63
Total Parks - Operating	<u>29,449.55</u>	<u>28852.31</u>	<u>224,737.12</u>	<u>15520.63</u>
Total Expenditures	<u>29,449.55</u>	<u>28852.31</u>	<u>224,737.12</u>	<u>15520.63</u>
NET EXCESS (DEFICIT)	\$ <u>(29,347.48)</u>	<u>(28752.31)</u>	\$ <u>(223,289.13)</u>	<u>(15420.63)</u>

CITY OF WIMBERLEY
BUDGET VS ACTUAL - BLUE HOLE CAPITAL PROJECT FUND
For The Six Months Ended March 31, 2010

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
REVENUES							
503.6 Interest Income'	\$ 102.07	\$ 1,447.99	100.00%	\$ 4,500.00	\$ (3,052.01)	-67.82%	-50.00%
503.6 Misc Income	-	-	0.00%	-	-	0.00%	-50.00%
518.6 Designated Funds	-	-	0.00%	-	-	0.00%	-50.00%
520.6 Grant Funds	-	-	0.00%	1,131,125.00	(1,131,125.00)	-100.00%	-50.00%
TOTAL REVENUES	102.07	1,447.99	100.00%	1,135,625.00	(1,134,177.01)	-99.87%	-50.00%
EXPENDITURES							
861.6 Contract Labor/Wages	-	-	0.00%	-	-	0.00%	-50.00%
865.6 Contract Services	-	-	0.00%	321,125.00	(321,125.00)	-100.00%	-50.00%
869.6 Capital Outlay - Equipment	-	-	0.00%	14,500.00	-	0.00%	-50.00%
870.6 Capital Outlay - Development	29,449.55	224,737.12	100.00%	800,000.00	(575,262.88)	-71.91%	-50.00%
TOTAL BLUE HOLE PARKLAND EXPENDITURES	29,449.55	224,737.12	100.00%	1,135,625.00	(910,887.88)	-80.21%	-50.00%
Net Excess (Deficit)	\$ (29,347.48)	\$ (223,289.13)	0.00%	-	\$ (223,289.13)	-19.66%	-50.00%

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<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
3/2/10	870.60	Capital Outlay - Development Project	29,449.55	2005	design workshop
3/25/10	305.60	Due to Blue Hole Parkland	13,500.00	2006	city of wimb - bh parkland
3/1/10	304.50	Due to General - Municipal Court	86.00	2007	city of wimb - general
3/1/10	304.50	Due to General - Municipal Court	94.00	2008	city of wimb - general
3/2/10	862.40	Utilities	55.10	3017	wimberley water
3/25/10	304.40	Due To General	20.00	3018	due to general
3/1/10	733.10	Parking Lot Lease	100.00	7331	calkins interest
3/1/10	608.10	Health Care	200.00	7332	cara mcpartland
3/1/10	608.10	Health Care	312.00	7333	don ferguson
3/1/10	608.10	Health Care	200.00	7334	monica alcala
3/1/10	708.10	Health Benefits	200.00	7335	sandra irvin
3/1/10	614.10	Rent	3,812.00	7336	todd routh
3/1/10	614.10	Rent	525.00	7337	todd routh
3/1/10	708.10	Health Benefits	200.00	7338	william bowers
3/1/10	301.10	Withholding Tax Payable	896.00	7339	ozona natl bank
3/1/10	302.10	FICA Tax Payable	1,459.62	7339	ozona natl bank
			2,355.62	7339	Reference Total
3/1/10	330.10	Community Center Security Deposits Payable	500.00	7342	arts from the heart
3/1/10	330.10	Community Center Security Deposits Payable	300.00	7343	jacobs well pto
3/1/10	330.10	Community Center Security Deposits Payable	300.00	7344	texan cheer booster club
3/2/10	640.10	Refunds	150.00	7345	strudel's catering
3/2/10	927.10	Maintenance & Repair - Comm Ctr	70.00	7346	aaa fire & safety equipment
3/2/10	928.10	Supplies - Comm Ctr	10.00	7347	ace hardware
3/2/10	623.10	Office Technology	49.00	7348	anvil communications
3/2/10	917.10	Utilities - Comm Ctr	456.68	7349	aqua texas inc
3/2/10	926.10	Security Expense - Comm Ctr	93.45	7350	asg security
3/2/10	612.10	Telephone	186.66	7351	at&t
3/2/10	676.10	Contract Inspector	840.00	7352	ats
3/2/10	722.10	Vehicle Maint. & Insurance	78.78	7353	bob lawson's lube & auto
3/2/10	609.10	Dues - TML & City Mgr Assoc	50.00	7354	building officials assoc of tx
3/2/10	609.10	Dues - TML & City Mgr Assoc	15.00	7355	capital chapter of municipal clerks
3/2/10	736.10	Contract Labor	1,800.00	7356	clean environments, inc
3/2/10	928.10	Supplies - Comm Ctr	99.50	7357	coffee wholesale usa

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3/2/10	620.10	Postage	33.57	7358	fed ex
3/2/10	727.10	Road Maintenance	75.00	7359	garrett allen
3/2/10	909.10	Contract Labor - Comm Ctr	320.00	7360	kathryn joffrion
3/2/10	677.10	Site Plan Reviews	651.44	7361	neptune wilkinson
3/2/10	729.10	Road Engineering	3,585.72	7361	neptune wilkinson
			4,237.16	7361	Reference Total
3/2/10	617.10	Utilities	949.76	7362	pec
3/2/10	859.10	Nature Trail Operations	84.98	7362	pec
			1,034.74	7362	Reference Total
3/2/10	615.10	Cleaning	400.00	7363	pow-wow services
3/2/10	909.10	Contract Labor - Comm Ctr	200.00	7364	ruth frei
3/2/10	720.10	Fuel	59.91	7365	texas fleet fuel
3/2/10	612.10	Telephone	350.69	7367	verizon
3/2/10	912.10	Telephone - Comm Ctr	19.00	7367	verizon
			369.69	7367	Reference Total
3/2/10	917.10	Utilities - Comm Ctr	2,245.47	7368	wimberley hydro gas co
3/2/10	330.10	Community Center Security Deposits Payable	85.00	7369	wimberley isd
3/2/10	640.10	Refunds	115.00	7369	parking lot refund
			200.00	7369	Reference Total
3/2/10	616.10	Office Supplies	13.49	7370	ace hardware
3/2/10	727.10	Road Maintenance	57.57	7370	ace hardware
3/2/10	928.10	Supplies - Comm Ctr	40.54	7370	ace hardware
			111.60	7370	Reference Total
3/2/10	610.10	Public Notices	398.00	7371	holly media group
3/2/10	656.10	Audit	3,250.00	7372	singleton moore & co
3/2/10	621.10	Insurance	1,762.00	7373	tml intergovernmental risk pool
3/2/10	661.10	Public Relations / Receptions	35.00	7374	wimberley flower shop
3/2/10	859.10	Nature Trail Operations	27.61	7375	wimberley water supply
3/2/10	917.10	Utilities - Comm Ctr	122.08	7375	wimberley water supply
			149.69	7375	Reference Total
3/2/10	640.10	Refunds	65.00	7376	katherine anne porter school
3/10/10	727.10	Road Maintenance	8,517.90	7377	valerio road repair
3/15/10	301.10	Withholding Tax Payable	916.00	7382	ozona natl bank
3/15/10	302.10	FICA Tax Payable	1,503.68	7382	ozona natl bank
			2,419.68	7382	Reference Total

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3/16/10	928.10	Supplies - Comm Ctr	15.46	7383	ace hardware
3/16/10	612.10	Telephone	174.24	7384	at&t
3/16/10	676.10	Contract Inspector	705.00	7385	ats
3/16/10	641.10	Legal	3,809.50	7386	bickerstaff heath pollan & caroom
3/16/10	611.10	Printing	30.00	7387	engelhart printing
3/16/10	837.10	Sanitarian - Contract Labor	2,352.00	7388	environmental concepts
3/16/10	619.10	Water Cooler	38.49	7389	hill country springs
3/16/10	909.10	Contract Labor - Comm Ctr	120.00	7390	kathryn joffrion
3/16/10	618.10	Equipment Leases	281.03	7391	kyocera mita america
3/16/10	756.10	Public Restroom Wastewater	75.00	7392	leinneweber plumbing co
3/16/10	727.10	Road Maintenance	1,285.00	7393	a&d lone star medal works
3/16/10	655.10	Financial Management Services	1,000.00	7394	lori graham cpa pc
3/16/10	917.10	Utilities - Comm Ctr	687.03	7395	pec
3/16/10	620.10	Postage	125.00	7396	purchase power
3/16/10	915.10	Cleaning - Comm Ctr	210.00	7397	ruth frei
3/16/10	732.10	Signs/Barricades	423.90	7398	safelane traffic supply
3/16/10	616.10	Office Supplies	311.60	7399	sam's club
3/16/10	619.10	Water Cooler	8.42	7399	sam's club
3/16/10	859.10	Nature Trail Operations	18.88	7399	sam's club
3/16/10	928.10	Supplies - Comm Ctr	97.28	7399	sam's club
			436.18	7399	Reference Total
3/16/10	917.10	Utilities - Comm Ctr	89.84	7400	texas disposal systems
3/16/10	651.10	Association Dues	95.00	7401	texas downtown assoc
3/16/10	720.10	Fuel	69.36	7402	texas fleet fuel
3/16/10	732.10	Signs/Barricades	150.00	7403	hartmann enterprises, inc
3/16/10	613.10	Copies	5.00	7404	tx dept of public safety
3/16/10	912.10	Telephone - Comm Ctr	53.04	7405	verizon
3/16/10	756.10	Public Restroom Wastewater	160.00	7406	leinneweber plumbing co
3/25/10	607.10	TMRS - Admin	365.35	7410	tmrs
3/25/10	707.10	TMRS - Public Works	140.23	7410	tmrs
3/25/10	311.10	TMRS Payable	837.04	7410	tmrs
			1,342.62	7410	Reference Total
3/30/10	301.10	Withholding Tax Payable	938.00	7411	ozona natl bank
3/30/10	302.10	FICA Tax Payable	1,502.92	7411	ozona natl bank
			2,440.92	7411	Reference Total
3/31/10	102.10	Cash - Ozona National Bank - General	-54,961.71	disb	disb

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<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
3/1/10	112.50	Cash - Ozona National Bank - Municipal Court	-180.00	disb	disb
3/25/10	110.40	Cash - Ozona National Bank - BH Operating	-75.10	disb	disb
3/25/10	111.60	Cash - Ozona National Bank - BH Development	-42,949.55	disb	disb
			-98,166.36	disb	Reference Total
		Total for 96 Items	0.00		

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<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
3/25/10	640.10	Refunds	1,235.00	1	refunds
3/25/10	102.10	Cash - Ozona National Bank - General	-1,235.00	1	prior month refunds not booked
			0.00	1	Reference Total
3/25/10	622.10	Records Management	15.36	2	qb s/c
3/25/10	102.10	Cash - Ozona National Bank - General	-15.36	2	qb s/c
			0.00	2	Reference Total
3/25/10	121.10	Sales Tax Receivable	30,756.46	3	s/t receivable
3/25/10	501.10	Sales & Use Tax	-30,756.46	3	sales tax revenue
			0.00	3	Reference Total
3/25/10	102.10	Cash - Ozona National Bank - General	66,418.27	4	deposits - general
3/25/10	532.10	Community Center Rental Fees	-175.00	4	tx state univ - reimb
3/25/10	504.10	Miscellaneous Income	-19,475.00	4	misc income
3/25/10	505.10	Building Permits	-662.80	4	bldg permits
3/25/10	506.10	Building Inspections	-7,560.00	4	bldg inspections
3/25/10	509.10	Plan Reviews	-520.00	4	plan reviews
3/25/10	510.10	Beer & Wine Permits	-175.00	4	beer wine permits
3/25/10	511.10	Sign Permits	-166.00	4	sign permits
3/25/10	512.10	Subdivision	-250.00	4	subdivision
3/25/10	513.10	Zoning	-750.00	4	zoning
3/25/10	116.10	Due From Municipal Court	-86.00	4	due from municipal court
3/25/10	525.10	Franchise Fees - Misc	-10.74	4	misc franchise fees
3/25/10	527.10	Food Permits	-2,745.00	4	food permits
3/25/10	528.10	Septic Lease	-705.00	4	septic permits
3/25/10	532.10	Community Center Rental Fees	-3,981.50	4	comm ctr rental fees
3/25/10	330.10	Community Center Security Deposits Payable	-1,400.00	4	comm ctr security deposits
3/25/10	121.10	Sales Tax Receivable	-32,569.18	4	sales tax receivable
3/25/10	120.10	Accounts Receivable	4,832.95	4	a/r
3/25/10	114.10	Due From Blue Hole	-20.00	4	due from blue hole
			0.00	4	Reference Total
3/25/10	706.10	Payroll Taxes	355.21	5	p/r taxes reclassified
3/25/10	906.10	Payroll Taxes - Comm Ctr	222.61	5	p/r taxes comm ctr
3/25/10	606.10	Payroll Taxes	-577.82	5	p/r taxes admin
			0.00	5	Reference Total

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<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
3/25/10	119.10	Texpool - General	48.76	6	texpool general
3/25/10	503.10	Interest Income - General	-48.76	6	interest
			0.00	6	Reference Total
3/25/10	119.40	Texpool - Blue Hole	21.97	7	texpool - bh
3/25/10	503.40	Interest Income - Blue Hole Parkland	-21.97	7	texpool - bh
			0.00	7	Reference Total
3/25/10	110.40	Cash - Ozona National Bank - BH Operating	13,517.54	8	bh parkland
3/25/10	503.40	Interest Income - Blue Hole Parkland	-17.54	8	interest income bh parkland
3/25/10	114.40	Due from Blue Hole Development	-13,500.00	8	due from bh developement
			0.00	8	Reference Total
3/25/10	111.60	Cash - Ozona National Bank - BH Development	102.07	9	bh dev
3/25/10	503.60	Interest Income	-102.07	9	interest
			0.00	9	Reference Total
3/25/10	105.10	Cash - Ozona National Bank - CD	277.74	10	cd - ozona
3/25/10	503.10	Interest Income - General	-277.74	10	interest
			0.00	10	Reference Total
3/31/10	102.10	Cash - Ozona National Bank - General	87.18	11	deposit
3/31/10	503.10	Interest Income - General	-87.18	11	interest
			0.00	11	Reference Total
		Total for 41 Items	0.00		

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PYA - Generated payroll accrual

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3/31/10	606.10	Payroll Taxes	1,218.37	CKS	Employer's FICA
3/31/10	302.10	FICA Tax Payable	-1,218.37	CKS	Employer's FICA
3/31/10	606.10	Payroll Taxes	284.94	CKS	Employer's Medicare
3/31/10	302.10	FICA Tax Payable	-284.94	CKS	Employer's Medicare
			0.00	CKS	Reference Total
		Total for 4 Items	0.00		

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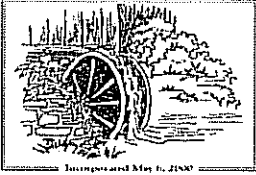
PYR - Generated payroll transaction

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<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
3/31/10	601.10	City Administrator	7,307.70	CKS	SALARY
3/31/10	301.10	Withholding Tax Payable	-1,854.00	CKS	Federal Withholding
3/31/10	302.10	FICA Tax Payable	-1,503.30	CKS	Fica + Medicare Withholding
3/31/10	311.10	TMRS Payable	-837.04	CKS	TMRS Contribution
3/31/10	102.10	Cash - Ozona National Bank - General	-15,456.72	CKS	Net Payroll Checks
3/31/10	602.10	City Secretary	2,846.16	CKS	SALARY
3/31/10	603.10	Receptionist/Clerk	2,079.00	CKS	SALARY
3/31/10	901.10	Salaries - Director	1,885.00	CKS	SALARY
3/31/10	704.10	Salaries-GIS/Permitting Clerk	2,480.00	CKS	SALARY
3/31/10	902.10	Salaries - Maintenance	890.00	CKS	SALARY
3/31/10	702.10	Salaries-Code Enforcement & Permitting	2,163.20	CKS	SALARY
			0.00	CKS	Reference Total
		Total for 11 Items	0.00		

City Council Agenda Form



Date Submitted: April 10, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: CITY ADMINISTRATOR'S REPORT

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☐ Resolution

☐ Motion

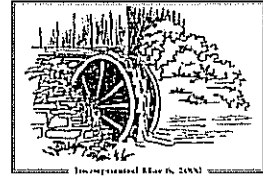
☒ Discussion

Project/Proposal Summary:

The City Administrator will present a report on the following items:

- Status report on Fiscal Year 2010 sales tax collections
- Status report on the efforts underway to secure federal funding for the downtown wastewater project
- Status report on preparations for the upcoming City of Wimberley General Election on May 8, 2010
- Status report on efforts to develop alternative water supplies for the Wimberley Valley
- Status report on the development of an ordinance to regulate non-point source pollution
- Status report on the preparations to move into the new City Hall

Report for Zoning ZA-10-001



Summary:

A request to change the zoning for a tract of land located at 10330 Ranch Road 12 from Residential Acreage (RA) to Scenic Corridor (SC).

Applicant Information:

Applicant: Michael Jones
303 County Road 1492
Wimberley, Texas 78676

Property Owner: Michael Jones

Subject Property:

Legal Description: Lot Two, Hilltop Place, Section 1 Replat; Volume 2, Page 7
Location: 10330 Ranch Road 12
Existing Use of Property: Vacant
Existing Zoning: Residential Acreage (RA)
Proposed Use of Property: Unknown
Proposed Zoning: Scenic Corridor (SC)
Planning Area: VII
Overlay District: Entrance Corridor (EC)

Surroundings:

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

	Current Zoning	Existing Land Use
N of Property	NS, RA	Commercial, Single Family Residential
S of Property	RA	Single Family Residential
E of Property	RA	Vacant
W of Property	Un-zoned	ETJ

Legal Notice

200' Letters Sent: 3/19/2010
Published: 3/24/2010
Sign Placement: 3/19/2010

Responses

One inquiry was received from the owner of the property located south of the subject property. The property owner was questioning the applicant's plans for the property.

Comments:

The applicant has requested a change in the base zoning for a 5.04 acre tract of land located at 10330 Ranch Road 12. Currently, the subject property is zoned Residential Acreage (RA) and the applicant would like the property zoned *Scenic Corridor (SC)*. The property is located within the *Entrance Corridor Overlay District* and *Planning Area VII*, in which SC zoning is permitted.

To date, the applicant has not indicated his planned use of the subject property which is currently undeveloped.

On April 8, 2010, the Planning and Zoning Commission held a public hearing on the requested zoning change. Afterwards, the Commission voted 4 to 1 to recommend approval of the zoning change with the condition that the owner of the subject property install an eight (8) foot wide evergreen buffer along all property lines that abut a residential zoning district or residential use, where no natural vegetative buffer exists. Further, the Commission recommended that the evergreen buffer consist of native, adaptive and drought tolerant bushes, shrubs and plant materials normally expected to reach eight (8) feet in height in three (3) years time and that invasive and exotic plants not be used.

ORDINANCE NO. 2009- 029

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS AMENDING CHAPTER 155 (ZONING) OF THE CODE OF ORDINANCES, CERTAIN SUBSECTIONS OF SECTION 155.023 (DISTRICTS ESTABLISHED; DESIGNATION AND REVIEW) IN ORDER TO ADD THE "SCENIC CORRIDOR (SC)" AS A BASE ZONING DISTRICT, CREATE PLANNING AREA VII, AND REVISE THE PLANNING AREAS ACCORDINGLY; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Wimberley ("City Council") seeks to provide for the orderly arrangement and regulation of compatible uses within its corporate limits; and,

WHEREAS, in the course of reviewing the proposed amendments detailed in this Ordinance, the Planning and Zoning Commission and City Council have given careful consideration to the unique qualities of the City, including the demographics of its inhabitants, the City's history, geography, natural resources, existing structures, property values, workforce, education levels, commercial base, surrounding communities, public facilities and infrastructure; and,

WHEREAS, further the P&Z and Council have considered, among other things, the character of each zoning district and its peculiar suitability for the particular uses; with a view of conserving property values and encouraging the most appropriate use of land in the City; and,

WHEREAS, the regulations established by this Ordinance are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City; and,

WHEREAS, the following enactments are a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to Texas Local Government Code Chapters 51, 52, 211 and 213; and,

WHEREAS, the City Council finds that the provisions of this Ordinance will serve to promote the public health, safety, morals and general welfare; and,

WHEREAS, parties in interest and citizens have had an opportunity to be heard at numerous public hearings conducted by the Planning and Zoning Commission and City Council, notice of which was published in the City's official newspaper before the 15th day before the first public hearing and agendas for each hearing were posted at City Hall more than seventy-two (72) hours prior to the respective hearing.

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

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.

II. AMENDMENTS

A. THAT the City of Wimberley Code of Ordinances, Chapter 155 (Zoning), that portions of the following subsections (A), (H) and (I) of Section 155.023 (Districts Established; Designation and Review) are hereby amended in their entirety to read as follows:

"§ 155.023 DISTRICTS ESTABLISHED; DESIGNATION AND REVIEW

(A) *Districts authorized.* The districts authorized herein shall be known as (abbreviated designation, zoning district name):

(a) Base districts:

1. RA, residential acreage;
2. R-1, rural residential 1;
3. R-2, single-family residential 2;
4. R-3, single-family residential 3;
5. R-4, single-family residential 4;
6. R-5, 2-family residential 5;
7. NS, neighborhood services;
8. MH, mobile home;
9. MF-1, multi-family residential 1;
10. MF-2, multi-family residential 2;
11. O-1, office - low impact;
12. O-2, office - high impact;
13. L-1, lodging;
14. L-2, lodging;
15. SC, scenic corridor;

16. C-1, commercial - low impact;
17. C-2, commercial - moderate impact;
18. C-3, commercial - high impact;
19. I-1, industrial - low impact;
20. I-2, industrial - high impact;
21. HC, highway commercial;
22. IP, industrial park;
23. AS/S, animal sales/services;
24. PPU, public protection/utility;
25. PR-1, participant recreation - low impact;
26. PR-2, participant recreation - high impact;
27. PF, public facilities; and
28. WPDD, planned development district.

(H) *Land use policies and planning area uses.*

(1) *Land use policies.* The goal of these land use policies is to protect and improve the city as it exists today and to prevent degradation of the traditional character of the city. As a major policy, the Planning and Zoning Commission and the City Council will not support any suburbanization of land uses, strip commercial development, dominant single-use districts, or developments that are out of character or scale with the historic development pattern of the city.

(f) *Commercial districts (SC, C-1, C-2 and C-3).* When proposed as adjacent to residential areas, commercial districts are to be evaluated on the basis of their overall compatibility with adjacent residential district.

1. Commercial uses may be permitted along both major and minor arterials, subject to the following siting criteria:

- a. Maximum frontage along a major arterial is 225 feet;
- b. Maximum frontage along a minor arterial is 150 feet; and

c. In the calculation of these maximum frontages, the criteria apply to single sites, or a combination of adjacent sites.

2. Commercial concentrations at all corners of any intersection (through single or multiple sites) are limited to a maximum of 2 acres.

3. C-3 and C-2 uses are to be located toward the city center.

4. HC uses shall be limited to planning area VI.

(H)(1)(g)(2) *Planning area uses.* The Comprehensive Plan of the city notes that it is the responsibility of the City Council, with the assistance of the Planning and Zoning Commission, to develop a system for the general application of zoning districts to the Comprehensive Plan Map planning areas. The boundaries of each planning area are shown in the Comprehensive Plan adopted by Council, and on file with the City. The following is a listing of the planning areas with the zoning districts that are appropriate for the areas. The full district names are as found in division (A)(1) of this section.

Area	Zoning Districts Allowed
I	RA, R-1, R-2, R-3, PPU, PF, WPDD, NS
II	RA, R-1, R-2, R-3, R-4, R-5, MF-1, PPU, PF, WPDD, NS
III	RA, R-1, R-2, R-3, R-4, R-5, MF-1, MH, O-1, C-1, L-1, PR-1, PPU, PF, WPDD
IV	RA, R-1, R-2, R-3, R-4, R-5, MF-1, MF-2, MH, O-1, O-2, C-1, C-2, L-1, PR-1, PR-2, PPU, PF, WPDD
V	RA, R-1, R-2, R-3, R-4, R-5, MF-1, MF-2, O-1, O-2, C-1, C-2, C-3, L-1, L-2, AS/S, PR-1, PR-2, PPU, PF, WPDD
VI	O-1, O-2, C-1, C-2, C-3, L-1, L-2, I-1, I-2, HC, IP, PPU, PF, WPDD
VII	RA, R-1, R-2, NS, O-1, L-1, PPU, PR-1, PF, SC, WPDD

(I) *Specific review criteria.*

(1) *Land use intensity gradations.* Land use intensity gradation is an expression of external effects on the environment. In reviewing zoning requests, the Planning and Zoning Commission and the City Council shall consider the intensity of the proposed zoning district in relation to the intensities of adjoining or nearby districts. The land use intensity gradation rankings (from lowest to highest) adopted by the city are as follows:

(a) RA, R-1, R-2, R-3, R-4, NS;

(b) R-5, MH, MF-1, MF-2, PPU, NS;

(c) C-1, SC, O-1, L-1, PR-1;

(d) C-2, O-2, L-2;

(e) C-3, PR-2, PF;

(f) I-1, AS/S; and

(g) HC, I-2, IP.

(2) In order to promote reasonable transitions between districts within the city and ensure the compatibility of neighboring uses, zoning district boundaries may not be approved if the difference between the intensity of the requested district and an adjoining district is greater than 2, except as recommended by the Planning and Zoning Commission, and as may be approved by the City Council. For example, a permitted use in intensity grade d may be adjacent to a permitted use in intensity grade b.

(3) Note that WPDDs, overlays and CUPs are not subject to the land use intensity gradation rankings. Their external effects on the environment are evaluated on a case-by-case basis. These districts may include specific provisions for mitigation and screening."

B. THAT the City of Wimberley Code of Ordinances, Chapter 155 (Zoning) is hereby amended to create the following section 155.094 Scenic Corridor; SC, in its entirety to read as follows:

"§ 155.094 SCENIC CORRIDOR; SC.

(A) *General purpose and description.* The SC, Scenic Corridor is intended to preserve and enhance the visual quality of the principal gateways to the city and to reduce congestion, facilitate traffic flow, and provide for the safety of motorists, cyclists, pedestrians, businesses, residents, and landowners. This district is designed to permit placement of single family residential and minimal commercial and community service businesses along the three major highways through the city. The characteristics of each development site should be designed in such a manner as to create an attractive and safe environment along Ranch Road 12 creating aesthetically pleasing and safe entrances to the city. Because these areas are major thoroughfare entry points into the city, emphasis has been placed upon building arrangements, setbacks, sight lines, parking, and landscape treatment, which are elements that tend to influence both visual appeal and safe and orderly flow of traffic along the major entry corridors to the city.

(B) *Permitted uses.*

(1) Single-Family residence

(2) Administrative and professional office:

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

(b) Photography studios, doctors, dentists;

(c) Non-profit organizations (with certain restrictions);

(d) Civic uses (such as City Halls);

(e) Research services: limited; and

(f) Office.

(3) Religious assembly;

(4) Retail sales and services: limited;

(5) Business support services;

(6) Funeral and internment services: internment;

(7) Repair services: consumer;

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

(9) Communications services: limited (such as studios);

(10) Commercial/residential;

(11) Animal sales and services: grooming;

(12) Convalescent services

(13) Arts and crafts sales and instruction;

(14) Commercial/single-family residential;

(15) Adult day care facility;

(16) Private primary educational services;

(17) Private secondary educational services;

(18) Medical services: limited;

(19) Personal services: limited;

(20) Bank and savings and loan;

(21) Accessory uses to the main use; and

(C) *Conditional uses.*

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

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

(3) Bed and breakfast lodging;

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

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

(6) Package stores.”

(D) **SETBACKS.** Except for entry driveways, septic tank system complying with state law, landscaping (including irrigation), fences utilities, and drainage, no construction, including buildings, parking areas, and driveways, and no placement or display of commercial material and equipment shall be allowed in the setbacks.

(1) *Minimum setbacks.* The front yard setback measured from the front property line of any property zoned SC shall be fifty feet (50'). The front yard setback for any tract of land which is two acres or less in size shall be thirty feet (30').

(2) Secondary street: 15 feet; and

(3) Interior side or rear yard: 10 feet, 20 feet when adjacent to a residential district and the building is more than 1 story.

(E) **Maximum impervious coverage:** 70%. Impervious cover shall be calculated as a percentage of the net site area and shall be the lesser of the percentage specified above in this district description or the percentage for the average lot slope in § 155.078(M), Table C.

(F) **Maximum building coverage:** 60%. Building coverage shall be calculated as a percentage of the net site area.

(G) **Maximum building footprint:** 11,500 square feet.

(H) **Maximum floor area:** 15,000 square feet.

(I) *Landscaping.* The front setback area in this district shall be used for buffering type landscaping. Buffering is defined as the use of a mix of landscaping, consisting primarily of shrubs and trees, but including berms to reduce the impact of noise and unsightly visual intrusions. The specified landscaped area shall adjoin the road.

Any landscaping and vegetative materials in this setback shall emulate the natural form of the rural landscape. Formal planting patterns with uniform intervals are not allowed. Plant materials shall be grouped informally, emulating native patterns. Planting shall provide the appearance of depth to the site, not just a single-dimensional screen. Landscaping and parking lot screening shall be in accordance with the City's landscape requirements. All developments shall be

encouraged to use xeriscape techniques with an emphasis on drought resistant plants and water conserving irrigation methods.

(J) *Parking.* Special provisions for parking are included for the district. Required setbacks shall not be used for parking. All parking shall be located behind buffered landscaping. Parking structures or multi-car garages of more than two spaces shall be prohibited.

Except as otherwise provided herein, no more than 50% of the required parking spaces, including ADA required spaces shall be permitted at the front of the property, all remaining parking shall be located in the side or rear yard. If a minimum front setback of 100 feet is provided, then no more than 75% of the required parking spaces, including ADA required spaces shall be permitted at the front of the property, all remaining parking shall be located in the side or rear yard.

(K) *Future rights-of-way.* Where a future right-of-way line has been established for widening or opening a street or thoroughfare upon which a lot abuts, then the front, side, or rear yard shall be measured from the future right-of-way line.

(L) *Signs.* Monument signs are permitted provided their total area does not to exceed sixty-four (64) square feet and the height does not exceed ten (10) feet. No pole signs shall be permitted.

(M) *Fencing.* Masonry walls no greater than three feet in height and fences no greater than four feet in height are permitted within the front setback and shall comply with the City regulations regarding same. Walls and fencing on the side and rear property lines shall comply with the City's regulations regarding same.

(N) *Special requirements.*

- (1) For site plan requirements, see § 155.077.
- (2) Open storage is prohibited; however, periodic display of seasonal items (such as Christmas trees, pumpkins, and the like) is allowed during the appropriate time periods.
- (3) Recreational vehicles, travel trailers, or motor homes may not be used for on-site dwelling or non-residential purposes.
- (4) Other regulations. As established in §§ 155.075 et seq., development standards."

Except as amended herein, the Code of Ordinances of the City of Wimberley shall remain in full force and effect.

III. REPEALER

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this 2nd day of July, 2009, by a 4 (Ayes)
1 (Nays) 0 (Abstain) vote of the City Council of the City of Wimberley, Texas.

PASSED AND APPROVED this 16th day of July, 2009, by a 4 (Ayes)
1 (Nays) 0 (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY

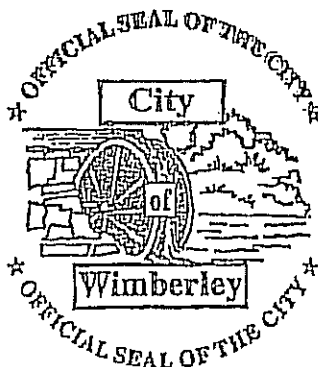
By:

Tom Haley
Tom Haley, Mayor

ATTEST:

Cara McPartland
Cara McPartland, City Secretary

(SEAL)



APPROVED AS TO FORM:

Carolyn J. Crosby
Carolyn J. Crosby, City Attorney



FOR OFFICIAL USE ONLY

APPLICATION DATE: 3/18/2010 FILE NO. ZA-10-001
TENTATIVE P&Z* HEARING: _____ TENTATIVE CC** DATE: _____
CITY INITIATED: YES - ☒ NO ☐ PLANNING AREA: VII ZONING REQUESTED: SC
ZONING FEES: \$ 750⁰⁰ DATE PAID: 3/18/2010 RECEIVED BY: _____

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

APPLICATION FOR ZONING

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

OWNER, AGENT AND PROJECT DATA

STREET ADDRESS OF PROPERTY TO BE ZONED: 10330 RR12 Wimberley, Texas
HAYS COUNTY CENTRAL APPRAISAL DISTRICT
PROPERTY ID#: R31962 **
* New street addresses can be obtained by calling (512) 393-2160
** You may obtain this from your property tax statement.

PLEASE PROVIDE DIRECTIONS TO YOUR PROPERTY:

RR12 Towards Junction on Left - Just past Sienna Classic Model Home.

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

1. OWNER'S NAME: Mike & Jan Jones HOME PHONE: (512) 847-2847
BUSINESS PHONE: (512) 847-6800
FAX: (512) 847-6800 Same as voice
E-MAIL: mike@ameritexbuildersinc.com

OWNER'S CURRENT MAILING ADDRESS: 303 CR 1492 CITY: Wimberley STATE: TX ZIP: 78676

2. AGENT'S NAME: _____ AGENT'S PHONE: () _____
FAX: () _____
AGENT'S FIRM NAME: _____ E-MAIL: _____

AGENT'S FIRM MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PROPERTY INFORMATION

3. TOTAL AREA TO BE ZONED: ACRES 5.03 (OR) SQ.FT. _____ TOTAL NO. of TRACTS: 1

4. PLANNING AREA(S) : 7 5. REQUESTED ZONING CLASSIFICATION: SC

PROPOSED USE(S): those allowable in SC

6. EXISTING ZONING CLASSIFICATION(S) AND USES (if applicable): Residential

7. LEGAL DESCRIPTION

Street Address: 10330 R.R 12 Subdivision: Hilltop Place

Block(s) Section One Lot(s) 2

Plat Book: _____ Page Number: _____

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

VOLUME: _____ PAGE: _____ OF COUNTY PLAT RECORDS

9. OTHER PROVISIONS

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

TYPE OF OVERLAY ZONE(S) (if applicable) Entrance Corridor

B. FLOOD PLAIN (What, if any, flood zone does your property occupy?): No

C. ELECTRIC UTILITY PROVIDER : PEC

WATER UTILITY PROVIDER: Well - Private

WASTEWATER UTILITY PROVIDER: Septic

HAYS COUNTY SEPTIC PERMIT NUMBER (if applicable): N/A

Related Cases, If Applicable

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

SITE INSPECTION AUTHORIZATION

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

Date: 3/15/10 APPLICANT SIGNATURE [Signature]

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

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

I, the Applicant herein, have checked the subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permits prohibiting certain uses and/or requiring certain development restrictions (for example, height, access, screening) on the property now being zoned on my behalf and located at: 10330 RR 12, and more particularly known as Section one, Lot 2 of the Willtop Place Subdivision.

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

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

Date: 3/15/10 APPLICANT SIGNATURE [Signature]

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

SUBMITTAL CHECKLIST

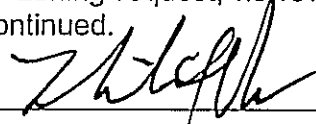
TO ENSURE THAT YOU HAVE COMPLIED WITH THE ZONING APPLICATION REQUIREMENTS, REVIEW THE FOLLOWING LIST. FAILURE TO COMPLETE THE NECESSARY STEPS CAN CAUSE A DELAY IN PROCESSING YOUR APPLICATION.

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

SUBMITTAL VERIFICATION AND/OR WAIVER OF APPEARANCE

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

Date: 3/15/10

APPLICANT SIGNATURE 

WHEN APPLICABLE:

Date: _____

AGENT SIGNATURE _____

Zoning Map for Case # ZA-10-001



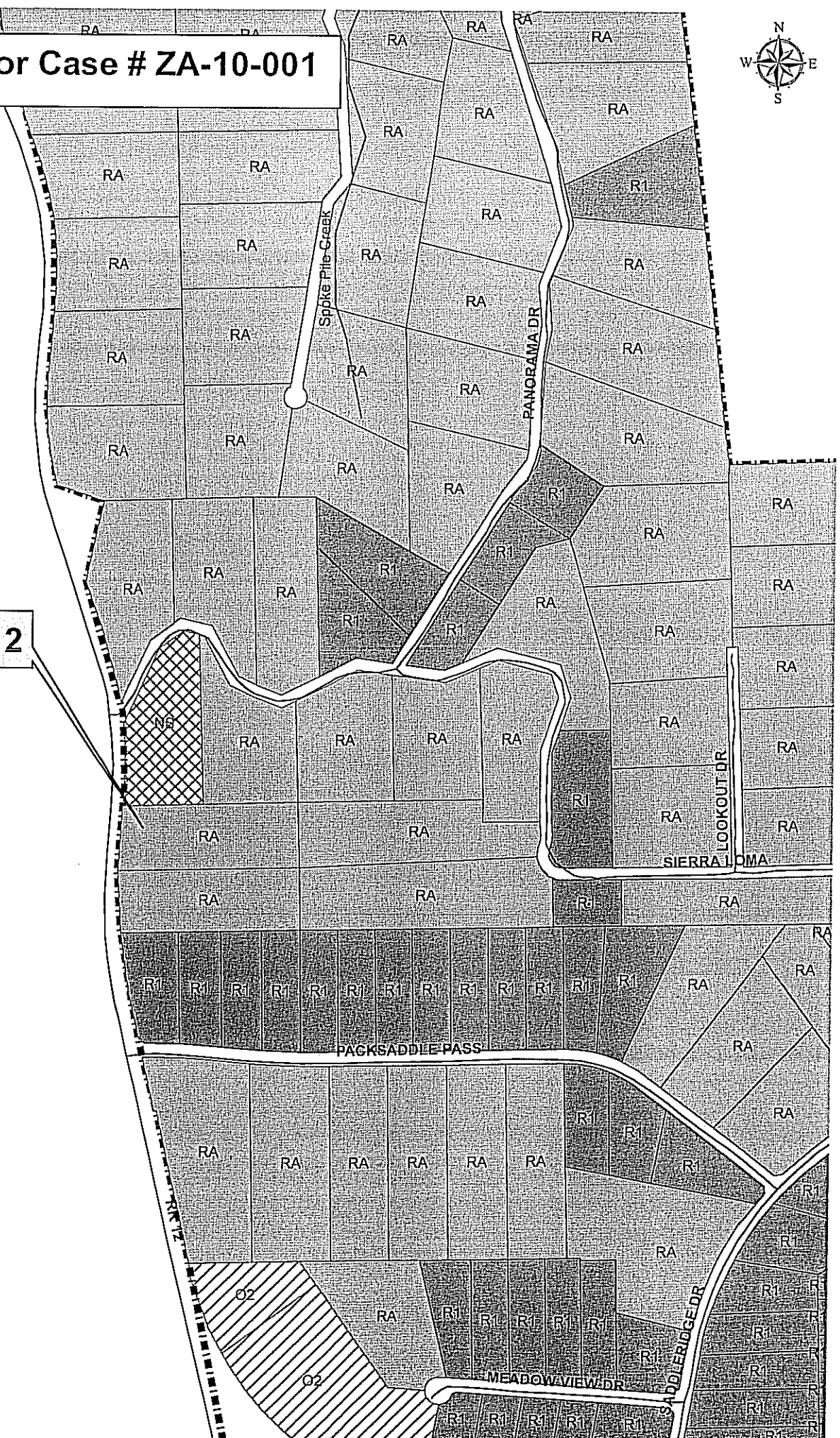
10330 RR 12

Legend

City Limit

Proposed Zoning Districts

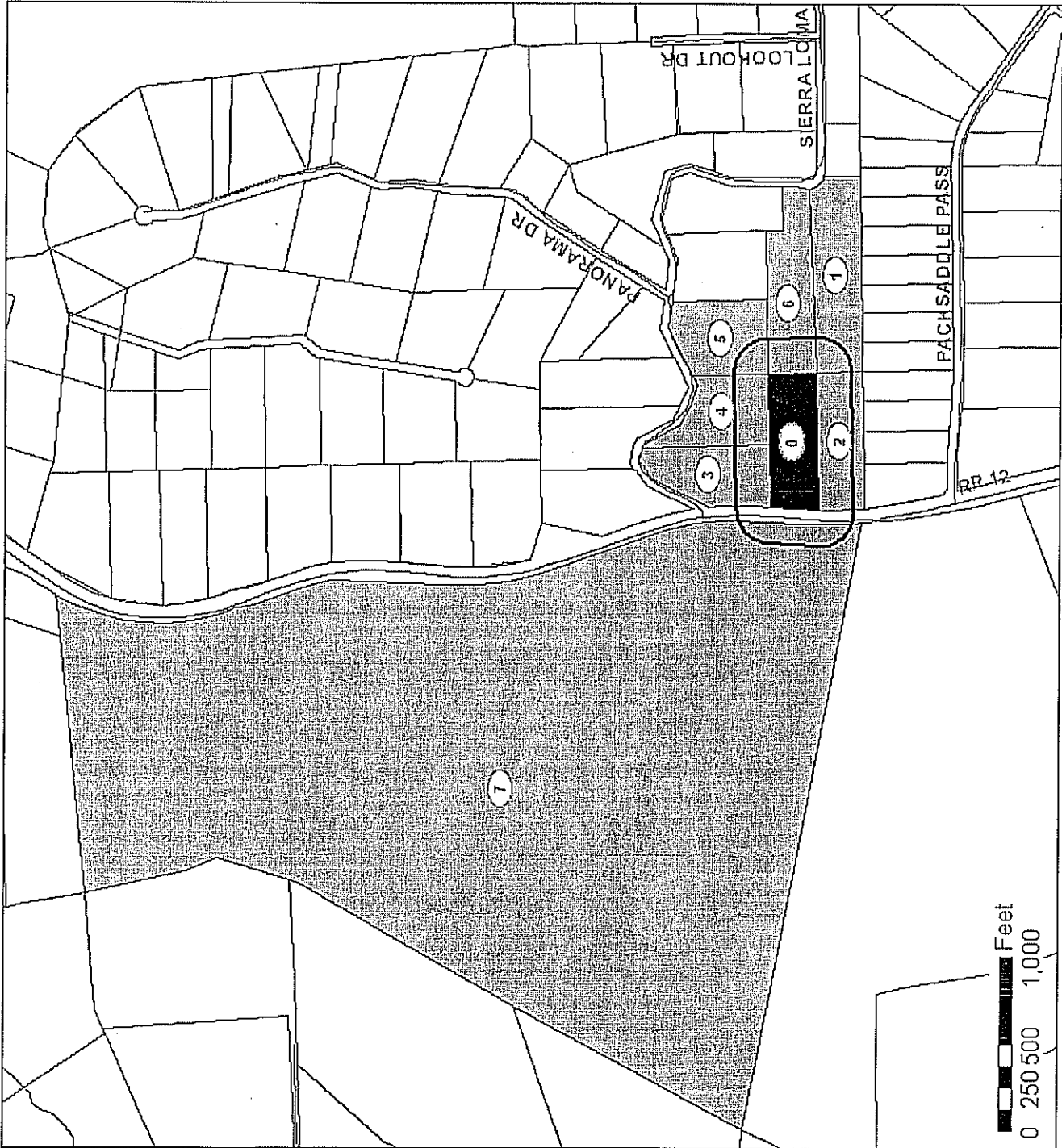
- RA
- R1
- NS
- O2



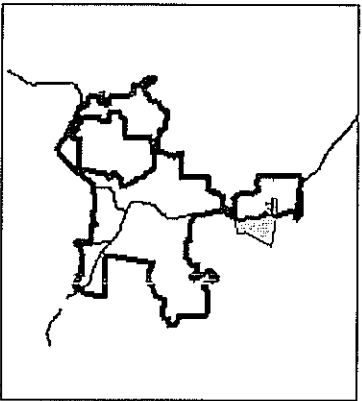
Notification Map for ZA -10-001



- 200 Foot Notification Buffer
- 0, JONES MICHAEL L & JAN E
- 1, WEXLER, ROBERT
- 2, BONHAM, CHARLES W, Jr.
- 3, SIERRACLASSIC HOMES INC
- 4, GUNTER, KEVIN P & COLLEEN M
- 5, KERNS HILDAS & KERNS GARY
- 6, KERNS HILDAS & KERNS GARY
- 7, JONAS, RUSSELL C



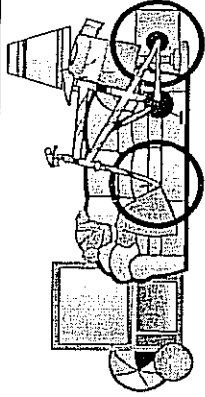
Location Map



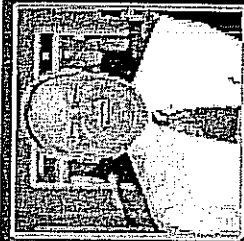


THE CLASSIFIEDS

Wednesday, March 24, 2010



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ajones@capitolchevy.com

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512-445-9888
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Exit Wm. Cannon
www.capitolchevy.com

document availability.
(01851/2cc/25)

Legals & Public Notices

LEGAL NOTICE

Proposals addressed to Bartlett Cocke L.P., Construction Manager- at-Risk for the construction of Tablets Elementary School Addition for Hays CISD, shall be received until 2:00 PM, Tuesday, April 6, 2010. Proposals shall be faxed to Bartlett Cocke at 512-504-9327.

Project Manual, Drawings, and contract documents, as prepared by Claycomb, Architects will be available, Wednesday, March 17, 2010 until the bid deadline. Above stated documents will be available for review at the CM office free of charge, or in local plan rooms. Contact the Construction Manager at (512) 504-9325 for information on project

Construction Manager at 512-262-7776 (Buda) or 512-326-4223 for information on project document availability. Historically under-utilized and disadvantaged firms are encouraged to submit proposals on this Project. Bartlett Cocke, L.P. is an equal opportunity (EEO) employer. (01820/2/23.25)

PUBLIC NOTICE

Proposals addressed to Bartlett Cocke L.P., Construction Manager- at-Risk for the construction of Tablets Elementary School Addition for Hays CISD, shall be received until 2:00 PM, Tuesday, April 6, 2010. Proposals shall be faxed to Bartlett Cocke at 512-504-9327.

Project Manual, Drawings, and contract documents, as prepared by Claycomb, Architects will be available, Wednesday, March 17, 2010 until the bid deadline. Above stated documents will be available for review at the CM office free of charge, or in local plan rooms. Contact the Construction Manager at (512) 504-9325 for information on project

document availability. (01851/2cc/25)

the Planning & Zoning Commission, the City Council will also hold a public hearing on Thursday, April 15, 2010, at 6:30 p.m. at City Hall. Comments on the proposed zoning from any member of the public may be presented in person or by mail (PO Box 2027) at City Hall prior to the hearings. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at 12111 Ranch Road 12, Wimberley, Texas. (01863/1a/24)

Auction

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Plenty of parking, 700 Sq. ft. available to rent at \$20 an hour, 2 hour minimum 512-538-4164 (01835/2cc/24)

CORNERSTONE OFFICE COMPLEX

RR 12 & FM 3237 2 LARGE OFFICES, PARKING
LOCATION - LOCATION - LOCATION
DAVE ESTEY WIMBERLEY LAND CO.
512-557-1366 (01820/2pd/24)

1100 SQ FT OFFICE IMMEDIATE OCCU.

FANCY - HI SPEED, RECEPTION, PRIVATE OFFICE (2) CONFERENCE STORAGE, PARKING, SIGNAGE.

DAVE ESTEY WIMBERLEY LAND CO. 512-557-1366 (01820/2pd/24)

EXECUTIVE OFFICE HI-SPEED INTERNET \$250.00 MO. DAVE ESTEY WIMBERLEY LAND CO. 512-557-1366 (01830/2pd/24)

411 RIVER ROAD 2700 sq. ft. 3/2 - Zoned Commercial or residential. Available March 1, 1 to 2 year lease. \$1450 512-738-0551 (0074/4cc/29+)

ONE MONTH FREE at "The Quarter" Wimberley's newest retail center. Several spaces to choose from small to large. Best rates on the square. Call 512-423-9343 or 512-847-6026 (05645/4a/25)

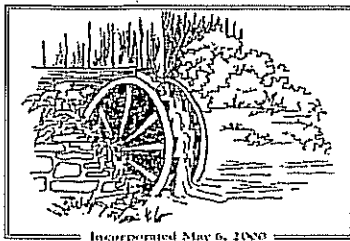
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ONE - 2000 SQ. FT. Office / Warehouse \$650 per month TWO - 1000 SQ. FT. Office / Warehouse \$550/mo each. THREE - 800 SQ. FT. Office / Retail \$775 per month/each Plaza Del Sol Wimberley. Call City at 512-795-3956 (39750/12cc/26)



City of Wimberley

12111 Ranch Road 12 (P.O. Box 2027), Wimberley, Texas 78676

Phone: 512-847-0025 Fax: 512-847-0422

Tom Haley, Mayor - Charles Roccaforte, Mayor Pro-tem
Council Members - Bob Flokke, Bill Appleman, Steve Thurber, John White
Don Ferguson, City Administrator

March 19, 2010

NOTICE OF PUBLIC HEARING

Re: **File No. ZA-10-001**
10330 Ranch Road 12

An application to change the zoning for property located at 10330 Ranch Road 12, Wimberley, Texas from Residential Acreage (RA) to Scenic Corridor (SC)

Dear Property Owner:

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

Michael Jones has applied to change the zoning from Residential Acreage (RA) to Scenic Corridor (SC) for a 5.04 acre tract of property located at 10330 Ranch Road 12, Wimberley, Texas.

The City of Wimberley Planning & Zoning Commission will consider this request at a public hearing on **Thursday, April 8, 2010 at 6:30 p.m.** in the Wimberley City Hall, 12111 Ranch Road 12. Upon a recommendation from the Commission, City Council will hold a Public Hearing to consider the same request on **Thursday, April 15, 2010, at 6:30 p.m.** in the Wimberley City Hall.

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

Additional information regarding the proposed zoning is available for public review at City Hall during normal business hours. Should you have questions, please contact the City Administrator at 512-847-0025.

CITY OF WIMBERLEY

3/25/10

City of Wimberley
P.O. Box 2027
Wimberley, Texas 78676

Re: File # ZA 10-001

I am in receipt of your letter of Mar. 19 regarding change of zoning.

Russell E. Jonas no longer owns the property mentioned. He is deceased as of Jan. 17, 2009, I am his widow + heir + have since passed same on to our 3 children listed below. They would appreciate the notice of public hearing, + any further correspondence regarding this property.

G. Walter Jonas - 1710 Buffalo Gap Rd.
Austin, Tx 78734

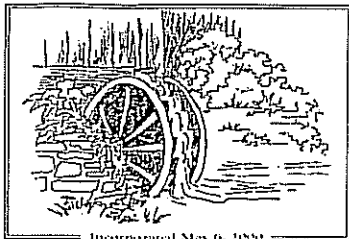
Russell E. Jonas III 6120 Town Hill Lane
Dallas, Tx 75214

Claire Jonas Dark 511 Dudley St.
Cleveland, Tx. 77327

Thanks.

Sincerely,

Jayce U. Jonas
(Mrs. R. E. Jonas)



City of Wimberley

12111 Ranch Road 12, P.O. Box 2027, Wimberley, Texas, 78676

Phone: (512) 847-0025 - Fax: (512) 847-0422

Email: Wimberley@anvilcom.com - Web: www.vil.wimberley.tx.us

NOTICE BY SIGN POSTING

Zoning No: 2A-10-001

Owner Mike Jones

Date 3/19/10

To: Code Enforcement/Public Works

Please place a Proposed Zoning Sign on the following property

() Project Site Address 10330 RR-12

which is located on RR-12

Bill Bowers
Asst. Public Works

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

3/19/10, 2010


Signature



ORDINANCE NO. 2010-_____

AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR PROPERTY LOCATED AT 10330 RANCH ROAD 12, WIMBERLEY, HAYS COUNTY, TEXAS, DESIGNATING SUCH PROPERTY FROM RESIDENTIAL ACREAGE (RA) TO SCENIC CORRIDOR (SC); AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

WHEREAS, the regulations established by Section 155 (Zoning), as amended, (the "Code") are specifically designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public facilities; and

WHEREAS, in the course of adopting the regulations established by the Code, the Planning and Zoning Commission and City Council gave careful consideration to the unique qualities of the City, including the demographics of its inhabitants, the community's history, geography, natural resources, existing structures, property values, workforce, education levels, commercial base, surrounding communities, public facilities and infrastructure; and

WHEREAS, the regulations established by the Code have been adopted with reasonable consideration, among other things, for the character of each district and its peculiar suitability for the particular uses; with a view of conserving property values and encouraging the most appropriate use of land in the City; and

WHEREAS, the regulations established by the Code are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City; and

WHEREAS, the following enactments are a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to Texas Local Government Code Chapters 51, 52, and 211; and

WHEREAS, the City Council and Planning and Zoning Commission have carefully reviewed the requirements of the City's Code of Ordinances and have concluded that the requested zoning designation is consistent with established City policy and in the public interest; and

WHEREAS, parties in interest and citizens have had an opportunity to be heard at public hearings conducted by the Planning and Zoning Commission and City Council, notice of which was published in the City's official newspaper before the 15th day before the first public hearing and agendas for each hearing were posted at City Hall more than seventy-two (72) hours prior to the respective hearing.

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

ARTICLE I. AMENDMENT

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

Appendix F: Zoning District Designations

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

THAT the real property consisting of approximately 5.04 acres in Wimberley, Hays County, Texas, commonly known as 10330 Ranch Road 12, and more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference for all purposes, is hereby designated from Residential Acreage (RA) to Scenic Corridor (SC) zoning classification.

THAT prior to occupancy, the owner of the subject property shall install an eight (8) foot wide evergreen buffer along all property lines that abut a residential zoning district or residential use where no natural vegetative buffer exists. The evergreen buffer shall consist of native, adaptive and drought tolerant bushes, shrubs and plant materials normally expected to reach eight (8) feet in height in three (3) years time. Invasive and exotic plants shall not be used.

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

ARTICLE II. ZONING DISTRICT MAP

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

ARTICLE III. SEVERABILITY

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

IV. EFFECTIVE DATE

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

ARTICLE V. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this _____ day of _____, 2010, by _____ (Ayes) to _____ (Nays) _____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY

BY: _____
Tom Haley, Mayor

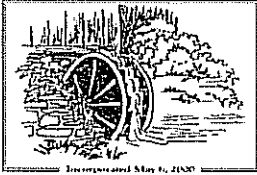
ATTEST:

Cara McPartland, City Secretary

APPROVED AS TO FORM:

Carolyn J. Crosby, City Attorney

City Council Agenda Form



Date Submitted: April 10, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: CONSIDER APPROVAL OF
A RESOLUTION AMENDING THE WASTEWATER
OPERATING AGREEMENT BETWEEN THE CITY AND
GBRA

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☒ Resolution

☒ Motion

☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider approval of a resolution amending the Wastewater Operating Agreement between the Guadalupe Blanco River Authority (GBRA) and the City of Wimberley.

In January of this year, the City Council voted unanimously to request the GBRA to submit a loan application to the Texas Water Development Board to fund development of a much discussed wastewater system to serve the downtown area. Included in that request was a commitment by the City to take the steps necessary to mandate customer connection to the wastewater system, once built, to ensure the customer base exists to make the project viable.

Approval of the attached resolution is the first step necessary to follow through on the above mentioned commitment to mandate customer connection to the future wastewater system. Specifically, the resolution amends the City's existing operating agreement with GBRA to reflect that the City will impose by ordinance, or other lawful means, all necessary requirements to mandate connections to the wastewater system and that GBRA will accept all connections to the system in accordance with the terms of the Operating Agreement and its rules and regulations.

The current Operating Agreement does not require the user of an on-site wastewater treatment system that complies with the City's ordinances and regulations to connect to the wastewater system, once built.

Attached is a copy of the existing Operating Agreement for review and reference.

City staff recommends approval of the proposed resolution and the associated agreement amendment, as presented.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WIMBERLEY, TEXAS, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE WASTEWATER OPERATING AGREEMENT BETWEEN THE CITY OF WIMBERLEY AND THE GUADALUPE BLANCO RIVER AUTHORITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Wimberley ("City") entered into an Operating Agreement ("Agreement") with the Guadalupe Blanco River Authority ("GBRA") regarding the current and future wastewater services in the City; and,

WHEREAS, the City has amended its ordinances to require mandatory connection to a public wastewater system when it comes available in the future; and,

WHEREAS, it is necessary to amend the Agreement to reflect the City's ordinances and requirements; and,

WHEREAS, the City Council finds that the action authorized by this Resolution is in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. That the City Council hereby approves and authorizes the Mayor to execute an amendment to the Operating Agreement with Guadalupe Blanco River Authority as set forth in the attached Exhibit "A", incorporated by reference for all purposes.
2. That the City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.
3. That this Resolution shall take effect immediately from and after its passage and publication as may be required by governing law.
4. That this Resolution was passed at a meeting that was open to the public and 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.

PASSED AND APPROVED by the City Council of the City of Wimberley, Texas
this ____ day of _____, 2010.

(Signatures appear on the following page.)

APPROVED:

Tom Haley
Mayor, City of Wimberley

ATTEST:

Cara McPartland
City Secretary, City of Wimberley

[seal]

AMENDMENT TO OPERATING AGREEMENT

This agreement amends that certain Operating Agreement entered into by and between the City of Wimberley, Texas, a type A general law municipal corporation ("City"), and the Guadalupe Blanco River Authority ("GBRA"), on April 2, 2002 ("Agreement"), regarding the development, permitting, design, construction and maintenance of a wastewater project as further described in same Agreement.

RECITALS

WHEREAS, GBRA has applied for a federal loan for financing for construction of wastewater facilities and appurtenances within the City; and

WHEREAS, as a condition to receive funding and to ensure successful operation of the system, connection to the wastewater system must be mandatory; and

WHEREAS, as authorized by state law and within the authority of its police powers, the City has adopted regulations which mandate connection to a public wastewater system once it is operational; and

WHEREAS, the parties desire to amend the Agreement to be consistent with the City's regulations and ensure that funding from whatever source may be secured to fund the construction of a public wastewater system within the City.

NOW THEREFORE, for the same consideration recited in that Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree to amend Section 3.3 (Preferred Service) in its entirety to read as follows:

"Section 3.3 Required Service.

Wimberley agrees to impose by ordinance or other lawful means, to the extent Wimberley has the authority, all necessary requirements to mandate connections to the Wastewater Project. GBRA shall accept all connections to the Wastewater Project in accordance with the terms of the Operating Agreement and its rules and regulations."

Except as amended herein, the Agreement shall remain in full force and effect.

Expressly made effective this ____ day of _____, 2010.

GUADALUPE BLANCO RIVER AUTHORITY

Dated: _____

By: _____
William E. West, Jr., General Manager

CITY OF WIMBERLEY, TEXAS

Dated: _____

By: _____
Tom Haley, Mayor

**OPERATING AGREEMENT BETWEEN
VILLAGE OF WIMBERLEY, TEXAS
AND
GUADALUPE-BLANCO RIVER AUTHORITY**

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**OPERATING AGREEMENT BETWEEN
VILLAGE OF WIMBERLEY, TEXAS
AND
GUADALUPE-BLANCO RIVER AUTHORITY**

This Operating Agreement Between Village of Wimberley, Texas and Guadalupe-Blanco River Authority (this "Operating Agreement") is made and entered into as of the 2nd day of April, 2002, (the "Effective Date") by and between the Village of Wimberley, Texas ("Wimberley"), and the GUADALUPE-BLANCO RIVER AUTHORITY ("GBRA"), a conservation and reclamation district and political subdivision of the State of Texas created pursuant to Article XVI, Section 59 of the Texas Constitution by special act of the Legislature, formerly compiled at Article 8280-106, Vernon's Annotated Civil Statutes.

RECITALS

Wimberley has applied for a Sewer Certificate of Convenience and Necessity which will authorize Wimberley to provide retail sewer service within the territory shown by the map attached as Exhibit 1 (the "Wimberley Service Area").

This Operating Agreement provides for the development, permitting, design, construction operation and maintenance of a Wastewater Project by GBRA for Wimberley for retail sewer service to Users within the Wimberley Service Area.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Operating Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, GBRA and Wimberley agree as follows:

ARTICLE I

DEFINITIONS

"Annual Debt Service Requirement" means the total principal and interest scheduled to come due on all Bonds during each twelve month period ending on August 31 of each year, plus a debt service coverage factor as determined by GBRA and provided by the Bond Resolution but not to exceed 10% of such principal and interest unless GBRA and Wimberley mutually agree upon a greater percentage, less interest to be paid out of Bond proceeds as permitted by the applicable Bond Resolution, if any.

"Annual Operation and Maintenance Requirement" for a project means the total amount budgeted by GBRA for each twelve month period ending on August 31 of each year to pay all estimated Operation and Maintenance Expenses for that project.

"Annual Miscellaneous Bond Requirement" means the total amount determined by GBRA for each twelve month period ending on August 31 of each year to be required to pay the following:

- (1) the amount of any debt service reserve and contingency funds required to be established and maintained by the provisions of the Bond Resolution which are not otherwise provided from proceeds of Bonds;
- (2) an amount in addition thereto sufficient to restore any deficiency in any of such funds required to be accumulated and maintained by the provisions of the Bond Resolution;
- (3) any amounts due under a reimbursement agreement between GBRA and any credit facility provider providing a credit facility issued to cause the balance on deposit in any debt service reserve funds to satisfy the requirements of the Bond Resolution; and
- (4) any charges of the bank or banks where the Bonds are payable.

"Bonds" means all bonds and other obligations issued and outstanding from time to time by GBRA to finance or refinance the costs of construction, acquisition, repair, improvements and upgrading related to a project and any extension, expansion, maintenance, repair, improvement, upgrade or other modification of that project including, without limitation of the generality of the foregoing, any costs necessary or desirable to maintain or increase the capacity of the project and comply with applicable laws, rules and regulations.

"Bond Resolution" means the resolution or resolutions approved by the Board of Directors of GBRA which authorize the issuance of each series of Bonds, including all amendments related thereto.

"Operation and Maintenance Expenses" for a project means all costs and expenses of operation and maintenance of that project, including (for greater certainty but without limiting the generality of the foregoing) repairs and replacements which are not paid from a special fund created in the Bond Resolutions or other project debt instruments, employee salaries, benefits and other expenses, the cost of utilities, the costs of supervision, engineering, accounting, auditing, legal services, other services, supplies, charges by GBRA for administrative and general expenses, and equipment necessary for proper operation and maintenance of the project.

"Other Customers" means any customer of GBRA's for wastewater service from the Wastewater Project other than Users, as identified in Section 2.9 of this Operating Agreement, regardless of when GBRA and the customers enter into the contract for such wastewater service.

"Project" at any time means the Wastewater Project, together with any and all extensions, expansions or other modifications, as it or they exist at that time.

"Termination Date" means the expiration date of the term of this Operating Agreement, as defined in Section 6.1 of this Operating Agreement.

"TNRCC" means the Texas Natural Resource Conservation Commission.

"User" means any person within the Wimberley Service Area to which GBRA provides retail sewer service on behalf of Wimberley. Wimberley may be a User.

"Wastewater Service" means retail sewer service.

"Wimberley Service Area" means that area included within Wimberley's CCN as approved by the Texas Natural Resource Conservation Commission and shown on the map attached as Exhibit 1.

ARTICLE II

WASTEWATER PROJECT

Section 2.1 Description of the Wastewater Project.

The wastewater system (the "Wastewater System") will consist of a wastewater treatment plant, collection and holding facilities, facilities to convey the treated effluent to the point of discharge or place of use or other disposal, meters, valves, telemetry equipment and ancillary facilities necessary or desirable to collect domestic wastewater generated by Users within the Wimberley Service Area, to store and treat that wastewater, and to store, convey and discharge or use or otherwise dispose of such treated effluent. The "Wastewater Project" consists of the Wastewater System and all lands and interests in lands necessary or desirable for the construction, operation and maintenance of the Wastewater System. The Wastewater Project will be further described by one or more maps and facility plans to be developed by GBRA showing the general locations and the routings of major facilities comprising the Wastewater System.

Section 2.2 GBRA's Responsibilities.

(a) GBRA shall be responsible for the development, design, permitting, financing, acquisition, construction, operation and maintenance of the Wastewater Project. GBRA will comply with all Wimberley ordinances in the construction and maintenance of the Wastewater Project. GBRA may assign or subcontract all or any part of such responsibilities.

(b) GBRA will develop a master plan, including capital improvements necessary for construction of the Wastewater Project, connection fees and criteria, and a rate plan including debt service requirements for wastewater operations within Wimberley's CCN, and will submit the plan to Wimberley for approval prior to commencement of construction, which approval shall not be

unreasonably withheld, and which rate plan shall be sufficient to recover all costs of the construction, operation and maintenance of the Wastewater Project. Thereafter GBRA will offer retail sewer service to Users and Other Customers based on their meeting these conditions.

(c) Notwithstanding anything in this Operating Agreement to the contrary, GBRA shall be under no obligation to proceed with the development, design, permitting, financing, acquisition, construction, operation or maintenance of the Wastewater Project unless and until GBRA determines, after consultation with Wimberley, that it is economically and otherwise feasible for it to do so.

(d) GBRA will select and retain all legal, financial, engineering and other consultants that GBRA determines are necessary or desirable for GBRA to satisfy its obligations under this Operating Agreement. GBRA will consult with Wimberley regarding the employment of all consultants.

(e) GBRA, on behalf of Wimberley, will provide all management and operations functions for the Wastewater Project, including accounting, billing, collections, and customer service for the Wastewater Project.

Section 2.3 Ownership of Wastewater Project.

(a) Except as provided otherwise in subsection (b) and (c), below, GBRA shall own the Wastewater System and all lands and interests in land comprising the Wastewater Project, and may transfer title to the Wastewater System and/or any lands and interests in land comprising a portion of the Wastewater Project to any person.

(b) Wimberley shall have the exclusive right to purchase that portion of the Wastewater Project located within the Wimberley Service Area subject to the following terms and conditions:

- (i) any conditions of a Bond issue or bondholder rights;
- (ii) full payment of all debt instruments issued to finance the Wastewater Project, if any such debt remains unpaid at the time Wimberley decides to purchase that portion of the Wastewater Project located within the Wimberley Service Area;
- (iii) the purchase price of that portion of the Wastewater System located within the Wimberley Service Area shall be the depreciated value of said Wastewater System at the time that Wimberley exercises its exclusive right to purchase;
- (iv) the purchase price for land and interests in land shall be the fair market value at the time that Wimberley exercises its exclusive right and option to purchase; and

- (v) the purchase price of wastewater systems donated to GBRA shall have a value of \$1.00 for the purposes of establishing the value for resale; provided, however, any improvements to said wastewater system made by GBRA shall be based on the depreciated value and any land and interest in land shall be valued for resale at the fair market value.
- (vi) if Wimberley purchases that portion of the Wastewater Project located within the Wimberley Service Area within the first fifteen (15) years after the Effective Date of this Operating Agreement, the parties agree that GBRA will continue and shall have the exclusive right to operate the Wastewater System until the expiration of said fifteen (15) year period or five (5) years after the date of the purchase, whichever is greater. If Wimberley purchases the Wastewater Project after said fifteen (15) year period, then the parties agree that GBRA will continue and shall have the exclusive right to operate the Wastewater System for a period of five (5) years after the closing of Wimberley's purchase, it being the intent and agreement of the parties hereto that GBRA shall have the exclusive right to operate the Wastewater System for a period not less than fifteen (15) years and no less than five (5) years beyond the date of closing, whichever is greater.
- (vii) if Wimberley has not purchased that portion of the Wastewater Project located within the Wimberley Service Area prior to the termination of this Operating Agreement, Wimberley shall promptly, thereafter transfer Wimberley's CCN to GBRA at no cost to GBRA.

Section 2.4 Project Management Committee.

GBRA will create a Project Management Committee, comprised of two members appointed by GBRA and two members appointed by Wimberley, to provide recommendations to GBRA regarding preliminary design and cost estimates, plant site locations, issues related to methods of treatment and discharge alternatives, preparation of plans and specifications, process design, financing and service fees and rates, and other matters related to operation of the Wastewater System.

Section 2.5 Preliminary Design and Cost Estimate.

GBRA will prepare and provide to Wimberley copies of a preliminary design and cost estimate of the Wastewater Project and criteria and proposed service agreements for review and approval. Such approval shall be provided in writing and shall not be unreasonably withheld or delayed. GBRA will then proceed with final design, acquisition, and construction of the Wastewater Project as Users and Other Customers request service and meet criteria.

If Wimberley notifies GBRA that Wimberley does not provide approval and the parties cannot reach an agreement within 30 days after such notice, GBRA, at its sole discretion shall have the right to terminate this Operating Agreement.

Section 2.6 Preparation of Plans and Specifications; Competitive Bids.

GBRA will cause to be prepared plans, specifications, cost estimates and contract documents for construction of all facilities comprising the Wastewater System. GBRA will prepare and provide to Wimberley copies of such plans, specifications, cost estimates and contract documents for review and approval. Such approval shall be provided in writing and shall not be unreasonably withheld or delayed. GBRA will then proceed with final design, acquisition, financing and construction of the Wastewater Project as Users and Other Customers request service and meet criteria.

If Wimberley notifies GBRA that Wimberley does not provide approval and the parties cannot reach an agreement within 30 days after such notice, GBRA, at its sole discretion shall have the right to terminate this Operating Agreement.

Plans and specifications for any portion of the Wastewater System shall be subject to approval by the GBRA General Manager, after which GBRA will advertise for competitive bids for construction of that portion and GBRA shall determine which construction bid or bids to accept. GBRA will prepare and provide to Wimberley copies of such construction bids for review and approval. Such approval shall be provided in writing and shall not be unreasonably withheld or delayed. If Wimberley notifies GBRA that Wimberley does not provide approval and the parties cannot reach agreement within 30 days after such notice, GBRA, at its sole discretion shall have the right to terminate this Operating Agreement. However, if Bonds are outstanding on the Wastewater Project, GBRA may approve construction bids without Wimberley's approval.

Section 2.7 Financing of Wastewater Project.

(a) GBRA may finalize the terms and conditions (including maturity) of GBRA's Bonds necessary to finance the design, acquisition, construction and testing of all facilities, lands and interests in lands comprising the portion of the Wastewater Project being constructed. GBRA will prepare such data, materials and documents as may be necessary to facilitate the sale and delivery of the Bonds, and Wimberley agrees to furnish GBRA with such data, projections and related information as may reasonably be required by GBRA in the sale of the Bonds in compliance with all applicable laws, rules and regulations. In addition to the amounts paid under the construction contract or contracts, the proceeds of the Bonds will also be used to pay additional costs such as Wastewater Project development costs (including, without limitation, preliminary engineering costs, employee salaries, benefits and other expenses, legal, and other advisory fees, charges by GBRA for administrative and general expenses, insurance premiums, if any, and any other costs incurred in developing and pursuing information, contracts and permit applications related directly to the Wastewater Project), land acquisition costs, interest during construction, employee salaries, benefits and other expenses, printing costs, engineering, legal, financial and other advisory fees, charges by GBRA for administrative and general expenses, insurance premiums, if any, and any other costs

incurred in the issuance of the Bonds and in the design, acquisition, construction and testing of the facilities, lands, and interests in lands comprising the Wastewater Project.

(b) GBRA shall be authorized from time to time to issue Bonds to refund outstanding Bonds or to meet regulatory or compliance requirements. GBRA shall consult with Wimberley prior to issuance of any such debt. Such refunding Bonds may be issued without approval from Wimberley.

Section 2.8 Extensions or Other Modifications of Wastewater Project.

GBRA may extend, expand, maintain, repair, improve, upgrade or otherwise modify the Wastewater Project from time to time, as it determines to be necessary or desirable. GBRA shall be authorized from time to time to issue Bonds for any such expansion, maintenance, repair, improvement, upgrade or other modification of the Project. GBRA shall consult with Wimberley regarding any such Bond sale. Such Bonds may be issued without approval from Wimberley provided such debt is used to finance facilities necessary for service to Users within the Wimberley Service Area

Section 2.9 Other Customers.

GBRA may utilize all or any portion of the Wastewater Project to provide wastewater service to Other Customers located outside the Wimberley Service Area, provided such wastewater service is approved in advance by Wimberley, and provided further that Wimberley has the first right to amend its CCN to expand its service area and to provide wastewater service to any Other Customer outside the Wimberley Service Area.

ARTICLE III

WASTEWATER SERVICE

Section 3.1 Commencement of Service.

After completion of construction of the Wastewater Project, GBRA shall provide retail sewer service to Users within the Wimberley Service Area, subject to the limitations provided in this Operating Agreement.

Section 3.2 Acceptable Wastes.

GBRA shall not be required to accept into the Wastewater System any kind or character of wastes other than domestic wastes as such term is defined by TNRCC. No other kind or character of wastes may be generated or disposed of within the Wimberley Service Area. Wimberley agrees to impose by ordinance or other lawful means, to the extent Wimberley has the authority, requirements by which those who own or occupy lands within the Wimberley Service Area are required to comply with the restriction set forth above in this Section 3.2.

Section 3.3 Preferred Service.

Wimberley agrees that, unless GBRA agrees otherwise in writing, the preferred means of disposing of wastewater generated by Users within the Wimberley Service Area shall be pursuant to wastewater service provided by GBRA utilizing the Wastewater Project developed under this Operating Agreement.

Nothing in this Operating Agreement shall require a user of an onsite wastewater treatment system which is in existence prior to the date that wastewater service is available or an onsite wastewater treatment system that complies with ordinances and regulations of Wimberley and which is approved by Wimberley to connect to the Wastewater Project.

Wimberley agrees to impose by ordinance or other lawful means, to the extent Wimberley has the authority, requirements by which those who own or occupy lands within the Wimberley Service Area are required to comply with the restriction set forth above.

Section 3.4 User Service.

Wimberley may prepare and provide to GBRA reports raising User service issues with GBRA on behalf of Wimberley and its ratepayers. GBRA agrees to make reasonable efforts to address the issues raised in the reports and to reasonably respond to Wimberley and its' ratepayers.

ARTICLE IV

PERMITTING AND OTHER REGULATORY REQUIREMENTS

Section 4.1 Applicable Laws and Regulations.

This Operating Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. This Operating Agreement is specifically subject to all applicable sections of the Texas Water Code and the rules of the TNRCC, or any successor agency, and to all applicable requirements of Hays County.

Section 4.2 Cooperation.

(a) Wimberley agrees to cooperate with and support GBRA in pursuing all permits and approvals that GBRA determines to be necessary or desirable for the Wastewater Project to complete and file all required reports, and to comply with all applicable laws, rules and regulations.

(b) Without limiting the generality of and in addition to the requirements set forth in subsection (a), above, Wimberley expressly agrees to support the following:

- (1) an application filed for a certificate of convenience and necessity, in the name of Wimberley, providing for the retail sewer service by GBRA within the Wimberley Service Area pursuant to the terms of this Operating Agreement; and
- (2) an application or applications by GBRA for authorization under state and federal law to discharge and/or reuse or otherwise dispose of treated effluent derived from wastewater generated from Users located within the Wimberley Service Area, provided any application requesting authorization to discharge into a private or public body of water shall, prior to filing such application, be presented, considered and approved by Wimberley.

(c) Wimberley agrees to cooperate with and support GBRA in promoting ordinances and regulations that provide for alternative development methods which protect natural resources, including the reuse of wastewater within the Wimberley Service Area.

Section 4.3 Operating Agreement Conditioned upon Permitting.

(a) GBRA's obligations under this Operating Agreement are expressly conditioned upon GBRA and Wimberley obtaining the necessary permits, amendments to permits, licenses and other governmental authorizations to allow the construction, operation and maintenance of the Wastewater Project, and to provide retail sewer service to Users within the Wimberley Service Area as provided herein.

(b) Without limiting the generality of the condition set forth in subsection (a), above, and in addition to that condition, GBRA's obligations under this Operating Agreement are expressly conditioned upon:

- (1) the granting of Wimberley's application for a certificate of convenience and necessity providing for retail sewer service by GBRA on behalf of Wimberley within the Wimberley Service Area pursuant to the terms of this Operating Agreement; and
- (2) Wimberley remaining legally incorporated.

(c) If for any reason, construction on the Wastewater Project has not started before January 1, 2005, either party may terminate this Operating Agreement by giving written notice of termination to other party so long as no Bonds have been issued for the Wastewater Project.

Section 4.4 Development Within the Wimberley Service Area.

(a) Wimberley agrees that the provision of retail sewer service to Users within the Wimberley Service Area under this Operating Agreement shall be conditioned on compliance, in the design, construction and operation of any building, facility, development or other improvement on

such lands or other use of or activities on such lands, with all federal, state and local laws, rules and regulations relating to land use or protection of the environment or natural resources including, without limitation: (i) protection of the quality of groundwaters or surface waters; (ii) regulation of the use of groundwaters or surface waters; (iii) recharge of aquifers; and (iv) drainage and flood control. Wimberley further agrees that GBRA shall have the right not to provide retail sewer service under this Operating Agreement for any lands if and for so long as there is any material non-compliance, in the design, construction or operation of any building, facility, development or other improvement on such lands or other use of or activities on such lands, with any such laws, rules or regulations. At GBRA's request from time to time, Wimberley shall demonstrate to GBRA compliance with the requirements of this Section 4.4. If Wimberley fails to demonstrate such compliance on any lands within the Wimberley Service Area and Wimberley has the authority to require compliance on such lands, then GBRA shall have available all remedies allowed by law including, without limitation, suspension or termination of this Operating Agreement, until Wimberley demonstrates that compliance has been achieved on such lands.

(b) Without limiting the generality of the requirements set forth in subsection (a), above, Wimberley shall insure, to the extent it has the authority to do so, that there is compliance with all requirements of Hays County relating in any way to development and use of lands within the Wimberley Service Area including, without limitation, compliance with all requirements to submit plats and obtain approvals thereof.

Section 4.5 Use of Wimberley's Public Rights of Way.

Wimberley grants GBRA the non-exclusive right and privilege to have, acquire, construct, expand, reconstruct, maintain, use and operate in, along, across, on, over, through, above and under the public rights of way of Wimberley, a Wastewater System to provide retail sewer service to Users within the Wimberley Service Area. GBRA will comply with uniform codes and ordinances adopted by Wimberley for use of Wimberley public rights of way. As used herein, the term "public rights of way" means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which Wimberley holds any property interest or exercises any rights of management or control and which, consistent with the purposes for which it was acquired or dedicated, may be used for the installation and maintenance of the Wastewater System. A reference in this Operating Agreement to a "public rights of way" shall not be a representation or guarantee by Wimberley that its interests or other rights in the property are sufficient to permit its use for the installation and maintenance of the Wastewater System and GBRA shall receive only those rights which Wimberley has the right and power to give.

Wimberley and GBRA agree to enter into a separate agreement governing the specific terms of GBRA's use of, occupancy of, and construction upon the Village's public right of way.

ARTICLE V

CHARGES AND FEES

Section 5.1 Connection Fees Charged to Users.

GBRA will develop fees to be charged to individual Users within the Wimberley Service Area for connecting to the Wastewater System, and shall present such fees to Wimberley for review and approval, which approval shall not be unreasonably withheld or delayed. Wimberley agrees to approve fees necessary to provide funds to support the Annual Debt Service Requirement and Annual Operation and Maintenance Requirement associated with the provision of wastewater to Users within the Wimberley Service Area. Such fees may be changed by the GBRA Board of Directors at any time and from time to time; provided, however, GBRA shall first provide Wimberley at least 30 days notice of any such proposed change. Wimberley shall have the right to assert rate or fee issues before GBRA on behalf of Users within the Wimberley Service Area.

Section 5.2 Charges to Users for Retail Sewer Service.

(a) The amount to be paid to GBRA by each User for retail sewer service each month will be charges for GBRA costs and services associated with the provision of retail sewer service to each User.

(b) GBRA will establish rates and other charges to be charged each User of the Wastewater System based on a cost-of-service methodology. These rates and other charges shall be adequate to permit the prompt payment of all costs of operation of the Wastewater System including the Annual Debt Service Requirement. These rates and charges may be changed by the GBRA Board of Directors at any time and from time to time.

(c) Wimberley agrees that GBRA shall be entitled to recover from all Users for the twelve month period ending on August 31 of each year not less than the product of 1.0 times the Total Annual Requirement (hereinafter defined) for that twelve month period. The "Total Annual Requirement" for each twelve month period ending on August 31 of each year shall be the sum of the following for that twelve month period: (1) the Annual Operation and Maintenance Requirement for the Wastewater Project; (2) the Annual Debt Service Requirement, if any, for the Wastewater Project; and (3) the Annual Miscellaneous Bond Requirements, if any, for the Wastewater Project.

(d) Not later than August 1 of each year, GBRA shall prepare and submit to Wimberley an estimated budget showing the estimated Total Annual Requirement for the twelve month period beginning September 1 of that year, and the estimated total revenues from Users during that twelve month period from the amounts charged such Users for the Wastewater Project.

(e) GBRA shall have the right to use all funds received by GBRA from Users under this Operating Agreement for any purpose related to providing wastewater service to Users within the Wimberley Service Area and any other lawful purpose approved by the GBRA Board of Directors.

Section 5.3 Fees Charged to GBRA.

Any fees that GBRA is required to pay in connection with the provision of retail sewer service shall be included as part of the Annual Operation and Maintenance Requirement for the Wastewater Project.

ARTICLE VI

TERM OF AGREEMENT, EXTENSION, AND RIGHTS AFTER TERMINATION

Section 6.1 Term and Extension of Term.

(a) This Operating Agreement shall be effective as of the Effective Date and, unless it is terminated earlier pursuant to its terms, shall continue in effect until the Termination Date (as such date is defined initially under subsection (c), below, or as it may be extended pursuant to subsection (d) below), on which date this Operating Agreement shall terminate.

(b) From and after the Termination Date, GBRA shall have no obligation to operate the Wastewater System to provide retail sewer service to any User.

(c) The Termination Date shall be December 31, 2037, unless such date is extended pursuant to subsection (d) below.

(d) If all of the Wastewater Project debt instruments (including principal and interest) will not be fully paid by the Termination Date, then GBRA shall have the right, at any time before such date, to extend the Termination Date to December 31 of the year in which the Wastewater Project debt instruments are to be paid. Any extension by GBRA pursuant to this subsection shall be effective as of the date that GBRA gives Wimberley written notice of the extension.

Section 6.2 Rights after Termination.

Except as specifically provided otherwise in this Operating Agreement, all of the rights and obligations of the parties under this Operating Agreement shall terminate upon termination of this Operating Agreement, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

ARTICLE VII

OTHER PROVISIONS

Section 7.1 Waiver and Amendment.

Failure to enforce or the waiver of any provision of this Operating Agreement or any breach or nonperformance by Wimberley or GBRA shall not be deemed a waiver by GBRA or Wimberley of the right in the future to demand strict compliance and performance of any provision of this Operating Agreement. No officer or agent of GBRA or Wimberley is authorized to waive or modify any provision of this Operating Agreement. No modifications to or rescission of this Operating Agreement may be made except by a written document signed by GBRA's and Wimberley's authorized representatives.

Section 7.2 Remedies.

It is not intended hereby to specify (and this Operating Agreement shall not be considered as specifying) an exclusive remedy for any default by either party, but all such other remedies existing at law or in equity including, without limitation, termination or suspension of service, may be availed of by either party and shall be cumulative. In no event shall either party be entitled to any monetary damages (including, without limitation, any consequential or indirect damages) or any other remedy other than specific performance for any default by either party under this Operating Agreement or for any claim brought against either party under this Operating Agreement or otherwise relating to the provision of retail sewer service by GBRA, and in no event shall either party be entitled to any attorneys fees, court costs or other expenses incurred by either party in bringing any suit alleging such default or claim.

Section 7.3 Force Majeure.

If for any reason of force majeure, either GBRA or Wimberley shall be rendered unable, wholly or in part, to carry out its obligations under this Operating Agreement, other than the obligation of Wimberley to make the payments required under the terms of this Operating Agreement, then if the party shall give notice of the reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the party giving the notice, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure" as used in this Operating Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, land slides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply including pollution (accident or intentional), and any inability on the part of GBRA to provide retail sewer service on account of any other cause not reasonably within the control of GBRA.

Section 7.4 Non-Assignability.

Neither Wimberley nor GBRA may assign this Operating Agreement without first obtaining the written consent of the other party.

Section 7.5 Entire Agreement.

Except for the right of way agreement referenced in Section 4.5 and the Interlocal Agreement of even date herewith, this Operating Agreement constitutes the entire agreement between GBRA and Wimberley and supersedes any prior understanding or oral or written agreements between GBRA and Wimberley respecting the subject matter of this Operating Agreement.

Section 7.6 Severability.

The provisions of this Operating Agreement are severable and if, for any reasons, any one or more of the provisions contained in the Operating Agreement shall be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Operating Agreement and this Operating Agreement shall remain in effect and be construed as if the invalid, illegal or unenforceable provision had never been contained in the Operating Agreement.

Section 7.7 Captions.

The sections and captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Operating Agreement.

Section 7.8 No Third Party Beneficiaries.

This Operating Agreement does not create any third party benefits to any person or entity other than the signatories hereto, and is solely for the consideration herein expressed.

Section 7.9 Notices.

All notices, payments and communications ("notices") required or allowed by this Operating Agreement shall be in writing and be given by depositing the notice in the United States mail postpaid and registered or certified, with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) days after the notice is deposited in the mail. For purposes of notice, the addresses of and the designated representative for receipt of notice for each of the parties shall be as follows:

For GBRA:

Guadalupe-Blanco River Authority
Attention: General Manager
933 E. Court Street
Seguin, Texas 78155

And for Wimberley:

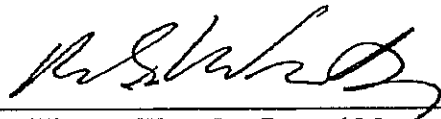
Village of Wimberley
Attention: Mayor
14500 Ranch Road 12, Suite 22
P.O. Box 2027
Wimberley, Texas 78676

Either party may change its address by giving written notice of the change to the other party at least fourteen (14) days before the change becomes effective.

In witness whereof, the parties hereto, acting under the authority of the respective governing bodies, have caused this Operating Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

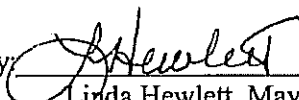
GUADALUPE-BLANCO RIVER AUTHORITY

By: _____

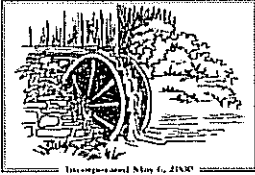

William E. West, Jr., General Manager

VILLAGE OF WIMBERLEY, TEXAS

By: _____


Linda Hewlett, Mayor

City Council Agenda Form



Date Submitted: April 10, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: CONSIDER APPROVAL OF
AN ORDINANCE ESTABLISHING LANDSCAPE BUFFER
REQUIREMENTS BETWEEN COMMERCIAL AND
RESIDENTIAL PROPERTIES

Funds Required:

Funds Available:

Council Action Requested:

☒ Ordinance

☐ Resolution

☒ Motion

☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider approval of an ordinance requiring a landscape buffer along all commercial property lines abutting property zoned or used for residential purposes so as to visually screen the commercial uses.

Specifically, the proposed ordinance requires, where no natural vegetation exists to visually screen the uses, the installation of an eight (8) foot wide evergreen buffer consisting of native, adaptive and drought tolerant bushes, shrubs and plant materials normally expected to reach eight (8) feet in height in three (3) years time. The buffer, if required, would have to be installed by the commercial property owner prior to the issuance of any certificates of occupancy. In addition, the landscape buffer would have to be irrigated and maintained by the commercial property owner at all times and vegetation replaced, as needed, to ensure continuous year-round screening. The width of the buffer would be included as part of the required setbacks.

The proposed buffer requirements were recommended by the Planning and Zoning Commission.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, AMENDING TITLE XV (LAND USAGE) OF THE CODE OF ORDINANCES CHAPTER 151 (BUILDING REGULATIONS; CONSTRUCTION) BY ADDING SECTION 151.20 (COMMERCIAL SCREENING BUFFER) IN ORDER TO ESTABLISH REGULATIONS REGARDING SCREENING BUFFERS BETWEEN COMMERCIAL AND RESIDENTIAL USES; AND PROVIDING FINDINGS OF FACT, A REPEALING CLAUSE, TO PROVIDE A SAVINGS AND SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Wimberley, Texas (the "City") seeks to provide for the health, safety and welfare of its citizens, and provide for the orderly development of land within its corporate limits and its extraterritorial jurisdiction; and

WHEREAS, the City has the authority to regulate screening fences pursuant to Texas Local Government Code Chapters 51, 52 and 216; and,

WHEREAS, the regulations established by the Code are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City; and

WHEREAS, parties in interest and citizens have had an opportunity to be heard at a public hearing conducted by the City Council, agendas for each meeting were posted at City Hall more than seventy-two (72) hours prior to the respective hearing; and,

WHEREAS, the City recognizes its responsibility and authority to impose ordinances and controls that are necessary for the government of the City, its interest, welfare, and good order of the City as a body politic.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment.

A. THAT the City of Wimberley Code of Ordinances, Title XV (Land Usage), Chapter 151 (Building Regulations; Construction) is hereby amended to add section 151.20 (Commercial Screening Buffer) to read as follows:

"§ 151.20 Commercial Screening Buffer

(A) A landscape buffer is required along all commercial property lines abutting property zoned or used for residential purposes so as to visually screen the commercial uses. Where no

natural vegetation exists to visually screen the uses, an eight (8) foot wide evergreen buffer shall be installed consisting of native, adaptive and drought tolerant bushes, shrubs and plant materials normally expected to reach eight (8) feet in height in three (3) years time. Invasive and exotic plants shall not be used. The buffer shall be installed prior to the issuance of any certificates of occupancy. The landscape buffer shall be irrigated and maintained by the commercial property owner at all times and vegetation replaced, as needed, to ensure continuous year-round screening. The width of the buffer shall be included as part of the required setbacks.

(B) The following variance procedure shall only apply to this section. Any person, business or other organization desiring to install a buffer which does not conform to the provisions of this section 151.20 may submit an application to the City Council for a variance to the provisions of this section. The application shall be filed with the City Administrator, accompanied by the appropriate fee established by the City. The City Council may impose such conditions or requirements in a variance as are necessary in the City Council's judgment to achieve the fundamental purposes of this section. A violation of such conditions or requirements shall constitute a violation of this section."

Except as expressly amended herein, the Code of Ordinances shall remain in full force and effect.

Section 3. 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.

Section 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinances as a whole.

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

Section 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this Ordinance is 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 Meeting Act, Capt. 551, Loc. Gov't. Code.

PASSED AND APPROVED First Reading this ____ day of _____, 2010, by a vote of ____ (Ayes) to ____ (Nays) ____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

(Signatures appear on the following page.)

CITY OF WIMBERLEY, TEXAS

Tom Haley, Mayor

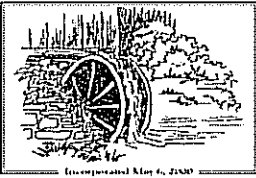
ATTEST:

Cara McPartland, City Secretary

APPROVED AS TO FORM:

Carolyn J. Crosby, City Attorney

City Council Agenda Form



Date Submitted: April 10, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: CONSIDER APPROVAL OF A WASTEWATER ORDINANCE AMENDMENT REQUIRING MANDATORY CONNECTION TO THE WASTEWATER SYSTEM

Funds Required:

Funds Available:

Council Action Requested:

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

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider approval of an ordinance amending the City's current Wastewater Ordinance to revise the provisions relating to the connection to a public wastewater system.

In January of this year, the City Council voted unanimously to request the GBRA to submit a loan application to the Texas Water Development Board to fund development of a much discussed wastewater system to serve the downtown area. Included in that request was a commitment by the City to take the steps necessary to mandate customer connection to the wastewater system, once built, to ensure the customer base exists to make the project viable.

Currently, the City Code requires every building within one-hundred-fifty (150) feet of a public wastewater system to connect to the system unless the building is currently served by an on-site sanitary sewer system, which complies with the most current on-site sanitary sewer system installation, operation and maintenance requirements.

Approval of the attached ordinance would amend the City Code to require all property owners within one-hundred-fifty (150) feet of a public wastewater system to connect the buildings or structures located on their property to the public wastewater system within forty-five (45) days of receiving notice of service availability. Those property owners failing to do so would be given thirty (30) days to connect. After that period, the City would connect the subject property to the wastewater system and charge the property owner for the cost of doing so. A lien would be placed on the subject property to recover any charges not paid by the property owner. In addition, the property owner could face fines for not connecting to the system.

City staff recommends approval of the proposed ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50 (SEWERS AND WATER), SECTION 50.63 (CONNECTION TO THE SEWER SYSTEM REQUIRED), OF THE CODE OF ORDINANCES OF THE CITY OF WIMBERLEY, TEXAS, IN ORDER TO ESTABLISH THE REQUIREMENTS FOR MANDATORY CONNECTION TO A PUBLIC WASTEWATER SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE; PROPER NOTICE AND MEETING, SEVERABILITY AND REPEALER.

WHEREAS, the City Council of the City of Wimberley seeks to promote the health, safety and general welfare of the citizens of the City, and the best interests of the City; and

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

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

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

WHEREAS, currently the majority of the City operates on-site sanitary sewer systems; and

WHEREAS, the Council is in the process of securing funding and devising plans for a public wastewater sewer system; and

WHEREAS, the Council finds that it is in the best interest of the public health, safety and welfare of the citizens to require connections to the City sewer system once operational as provided by this ordinance; and

WHEREAS, pursuant to chapter 552 of the Texas Local Government Code and other laws, the City is authorized to operate its water and sewer utility systems inside or outside its municipal boundaries, to regulate the systems in a manner that protects the interests of the municipality, and to extend the lines of its utility systems inside and outside the municipal boundaries.

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

I. FINDINGS OF FACT

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

II. AMENDMENT

1. THAT chapter 50 (Sewers and Water, section 50.63 (Connection to the Sewer System Required) of the Wimberley Code of Ordinances shall be amended in its entirety to read as follows:

“§ 50.63 CONNECTION TO THE SEWER SYSTEM REQUIRED.

(A) This section applies to all properties within the city limits and extraterritorial jurisdiction of the City.

(B) *Connection is required.* All property owners are required to connect their buildings or structures located on the property to the City’s Sewer System in accordance with the following provisions:

(1) *Existing On-Site Sanitary Sewer Systems.* Within forty-five (45) days of notice from the City of the availability of the City’s Sewer System to the public, all property owners that own buildings or properties connected to an on-site sanitary sewer system shall connect to the City’s Sewer System and shall immediately cease using the on-site sanitary sewer system upon such connection. Such connections shall be made subject to the applicable charges provided by current City requirements.

If the building or property is not connected to the City’s Sewer System within the time prescribed or operation of the on-site sanitary sewer system is not discontinued, it shall be a violation of this chapter and subject the property owner to the penalties under section 50.99 of this Code. In addition to the penalties under section 50.99, the city administrator may provide written notice to the person owning or having possession or control of the property required to be connected to the City’s Sewer System. Such notice shall also state that, upon failure of the property owner or occupant to connect to the City’s Sewer System within thirty (30) days from the date of the notice, the City will connect the property to the City’s Sewer System, and will charge the cost and expense incurred by the City to connect the property to the City’s Sewer System to the owner of such property, and that the City may place a lien on such property for those costs and expenses, may institute suit against the owner to collect the costs incurred by the City, or may undertake other measures within the City’s authority to recover the costs. The notice provided for in this section shall be in writing and either served personally or sent by letter addressed to the owner of such property at the address of the property, or at the address as identified by the appraisal district.

(2) *New Connections.* The owner of every new building intended for human habitation or occupancy applying for a certificate of occupancy after the date an operational City Sewer System is operational and available, on property within one-hundred fifty (150) feet of the City’s sewer system or facilities, shall be connected to the sewer system by the owner or agent of the premises in accordance with the City’s sewer service and extension ordinances. A separate connection for each house or building on the property requiring service shall be required unless the City Administrator approves the connection of more than one (1) building located on the single property to a single connection. All new subdivisions platted after the date of an operational City Sewer System within one-hundred fifty (150) feet of a public wastewater system

must be connected to the City's Sewer System. In the extraterritorial jurisdiction, the City Administrator may waive this requirement. If a building or property is to be served by the City's Sewer System, wastewater lines to serve each building or property must be installed before the certificate of occupancy may be issued and the building and property occupied."

Except as provided herein, of the Code of Ordinances of the City of Wimberley shall remain in full force and effect.

III. SEVERABILITY

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

IV. EFFECTIVE DATE

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

V. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON FIRST READING this _____ day of _____, 2010, by a ____ (Ayes) ____ (Nays) ____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 2010, by a ____ (Ayes) ____ (Nays) ____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY

By: _____
Tom Haley, Mayor

ATTEST:

Cara McPartland, City Secretary

APPROVED AS TO FORM:

Carolyn J. Crosby, City Attorney

§ 50.63 CONNECTION TO THE SEWER SYSTEM REQUIRED.

(A) This section applies to all properties within the city limits and extraterritorial jurisdiction of the City.

(B) Connection is required. All property owners are required to connect their buildings or structures located on the property to the City's Sewer System in accordance with the following provisions:

(1) Existing On-Site Sanitary Sewer Systems. Within forty-five (45) days of notice from the City of the availability of the City's Sewer System to the public, all property owners that own buildings or properties connected to an on-site sanitary sewer system shall connect to the City's Sewer System and shall immediately cease using the on-site sanitary sewer system upon such connection. Such connections shall be made subject to the applicable charges provided by current City requirements.

If the building or property is not connected to the City's Sewer System within the time prescribed or operation of the on-site sanitary sewer system is not discontinued, shall be a violation of this chapter and subject the property owner to the penalties under section 50.99 of this Code. In addition to the penalties under section 50.99, the city administrator may provide written notice to the person owning or having possession or control of the property required to be connected to the City's Sewer System. Such notice shall also state that, upon failure of the property owner or occupant to connect to the City's Sewer System within thirty (30) days from the date of the notice, the City will connect the property to the City's Sewer System, and will charge the cost and expense incurred by the City to connect the property to the City's Sewer System to the owner of such property, and that the City may place a lien on such property for those costs and expenses, may institute suit against the owner to collect the costs incurred by the City, or may undertake other measures within the City's authority to recover the costs. The notice provided for in this section shall be in writing and either served personally or sent by letter addressed to the owner of such property at the address of the property, or at the address as identified by the appraisal district.

(2) New Connections. The owner of every new building intended for human habitation or occupancy applying for a certificate of occupancy after the date an operational City Sewer System is operational and available, on property within 150 feet of a City's sewer system or facilities, shall be connected to the sewer system by the owner or agent of the premises in accordance with the City's sewer service and extension ordinances. A separate connection for each house or building on the property requiring service shall be required unless the City Administrator approve the connection of more than 1 building located on the single property to a single connection. All new subdivisions platted after the date of an operational City Sewer System within 150 feet of a public wastewater system must be connected to the City's Sewer System. In the extraterritorial jurisdiction, the City Administrator may waive this requirement. If a building or property is to be served by the City's Sewer System, wastewater lines to serve

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each building or property must be installed before the certificate of occupancy may be issued and the building and property occupied.

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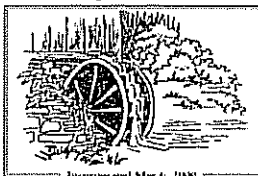
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The City shall notify the property owners whose properties will be within 150 feet of the sewer system or facilities that the property owner must apply to connect to the City's sewer system within 6 months after the date of the notification. If the property owner fails to connect within 1 year after the sewer system or facilities are constructed and in place within 150 feet of the property, the property owner must reapply to connect the City's sewer system.

City Council Agenda Form



Date Submitted: April 10, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: CONSIDER APPROVAL OF AN EASEMENT AGREEMENT WITH AQUA UTILITIES, INC. D/B/A AQUA TEXAS, INC.

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☐ Resolution

☒ Motion

☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider approval of an easement agreement with Aqua Utilities, Inc. d/b/a/ Aqua Texas, Inc. The proposed agreement establishes a twenty (20) foot wastewater utility easement between the Wimberley Community Center and the Patsy Glenn Nature Refuge. The 0.107 acre easement is proposed to be located within an existing drainage easement at the southern end of the Community Center parking lot near the entrance to the Refuge.

The requested easement is needed to allow Aqua Texas, Inc. to run a sewer line from its lift station located behind Brookshire Brothers to Mill Race Lane. This sewer line will eventually cross Ranch Road 12 near Ozona National Bank to provide centralized wastewater service to a large mixed use development planned on the north side of Cypress Creek.

As part of the agreement, Aqua Texas will be required to restore any area disturbed during construction to its pre-construction condition. This includes repairing those portions of the Community Center parking lot that will need to be cut to install the sewer line. In addition, an arborist will be required to review construction near Live Oak trees located within the easement to ensure protection of the trees.

City staff recommends approval of the easement agreement with Aqua Utilities, Inc. d/b/a Aqua Texas, Inc.

Easement Agreement for Utilities

Date: _____

Grantor: City of Wimberley, Texas, a Texas Municipal Corporation

Grantor's Mailing Address:

City of Wimberley
P. O. Box 2027
Wimberley, Texas 78676
Attn: Mayor
Hays County

Grantee: Aqua Utilities, Inc. d/b/a Aqua Texas Inc., a Texas corporation

Grantee's Mailing Address:

Aqua Texas Inc.
1106 Clayton Lane, Suite 400W
Austin, Texas 78723
Attn: President
Travis County

Easement Property: That certain 0.107 acre tract of land out of a called .37 acre drainage easement situated in Lot 2, Wimberley Community Center Subdivision, as recorded in Volume 11, Page 187, of the Plat Records of Hays County, Texas; being more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference for all purposes.

Easement Purpose: For the installation, maintenance, repair and replacement of public wastewater utilities over and across the easement including, without limitation, the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove sewer lines and sewer reuse lines necessary to serve Grantee's current and future system-wide customers of Grantee and any and all related facilities (collectively, the "Facilities").

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: All visible and apparent easements, and all restrictions, easements, mineral reservations, and all other title matters affecting the Grantor's property, including those matters of record in the Hays County Real Property Records.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with the adjacent land owned by Grantor. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns (as applicable, the "Holder").

2. *Duration of Easement and Reverter.* The duration of the Easement is perpetual. However, if the Grantee does not commence construction of the Facilities within one (1) year from the recording date of this Easement Agreement, the Easement shall revert to the Grantor and Holder shall execute and record any release of easement required by Grantor.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Grantor also has the right to use the surface of the Easement Property in any manner that does not unreasonably interfere with Holder's use of the Easement Property for the Easement Purpose.

4. *Temporary Construction Easement.* Holder has the right to use fifteen feet (15') immediately adjacent to the Easement Property (the "Construction Easement Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property (the "Construction Easement"). However, Grantee must promptly restore the Construction Easement Property to its proximate original physical condition if changed by use of the rights granted by this Construction Easement, including restoring any disturbed asphalt to its prior condition or better in conformance with all applicable construction standards of the Grantor.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder.

Upon prior notice to the Grantor and subject to Grantor's prior approval, which shall not be unreasonably withheld, Holder may eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property and shall be responsible for all costs to restore the Easement Property to its proximate original physical condition, including restoring any disturbed asphalt to its prior condition or better in conformance with all applicable construction standards of the Grantor. Further at Holder's sole cost, Holder shall retain a certified arborist to advise and prepare a plan to protect trees and their root structures that may be impacted when Holder constructs, installs, maintains, replaces, or removes the Facilities on the Easement Property. Holder shall comply with that plan during construction and all future maintenance or renovation within the easement. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

If Grantor, in its sole and reasonable discretion, determines that circumstances caused by Holder require immediate action to prevent or mitigate against bodily injury or significant damage to the Property or Easement Property, Grantor may take immediate action to ameliorate the condition. However, Grantor agrees to use its best efforts to notify Grantee of such circumstances as soon as reasonably practicable. Grantee agrees and understands it shall reimburse Grantor for all costs incurred by the Grantor, if Grantor must enter the Easement and mitigate a hazard or if Grantor is held liable as a result of conditions caused by Holder's activities within the Easement Property.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Holder agrees to indemnify, defend, and hold the Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the Holder.

14. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

City of Wimberley, Texas
A Municipal Corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS)

COUNTY OF HAYS)

This instrument was acknowledged before me on _____, by
_____, the _____ of the City of
Wimberley, Texas.

Notary Public, State of Texas
My commission expires: _____

Aqua Texas Inc., a Texas corporation,

Robert L. Laughman, President

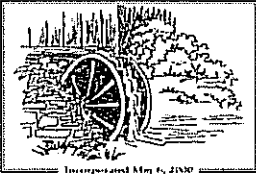
STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on _____, by Robert L. Laughman, as the President of Aqua Texas Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas
My commission expires: _____

City Council Agenda Form



Date Submitted: April 10, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH BAKER-AICKLEN & ASSOCIATES

Funds Required:
Funds Available:

Council Action Requested:

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

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider approval of a professional services agreement with Baker-Aicklen & Associates, Inc. to prepare a boundary survey for the City of Wimberley.

In February of this year, the City Council directed City staff to enter into negotiations with Baker-Aicklen & Associates, Inc. in an attempt to develop a contract with the firm to complete a survey of the City's limits. Subsequent discussions with the firm have produced a proposed service agreement for consideration by City Council. Attached is a copy of the proposed agreement.

According to the proposed agreement, Baker-Aicklen & Associates would prepare a boundary survey for the City, per City specifications, for a lump sum cost of \$75,000. There would be additional costs for any additional work required by the City beyond the initial project scope. The estimated time of completion for the project is one hundred eighty (180) days.

City staff recommends approval of the proposed professional service agreement.

PROFESSIONAL SERVICES AGREEMENT

For Surveying Services, Wimberley, Texas

This Professional Services Agreement for a comprehensive survey of the City Limits of the City of Wimberley ("Agreement") is hereby entered into by and between the **CITY OF WIMBERLEY, TEXAS**, a Type A general-law municipality, hereinafter referred to as the "City," and **BAKER-AICKLEN & ASSOCIATES, INC.**, a _____ corporation authorized to do business in the state of Texas, hereinafter referred to as the "Surveyor".

RECITALS

WHEREAS, the City issued a Request for Qualifications in order to solicit qualified surveyors to complete a survey of the City's city limits; and

WHEREAS, Surveyor has represented it has sufficient staff and is qualified to perform the services described in this Agreement; and

WHEREAS, each party has the authority to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Surveyor agree as follows:

1.0 BASIC SERVICES

1.1 Surveyor will serve as the City's professional surveyor for the services described in this Agreement, and will consult and advise the City during the performance of the Surveyor's services. Surveyor will be responsible for performing the services described in this Agreement for which authorization to perform has been given. All services shall be performed to a high professional standard in a competent and non-negligent manner, and in accordance with the terms of this Agreement and all applicable laws as expeditiously as is consistent with professional skill and care for the orderly progress of the project as defined herein. Such services shall be performed in a timely manner in accordance with the terms of this Agreement. Surveyor shall perform the services using persons who have qualifications, licenses, certifications, skills and expertise necessary to perform the work in accordance with all applicable legal requirements, and the requirements of this Agreement.

1.2 Surveyor will retrace the city limit line based on the bounds description contained within the referenced RFQ, referred to herein as the "Project". This retracement will be accomplished by compiling record information and limited field surveys to best represent, in the surveyors' opinion, the limits within its current described configuration. This survey will be performed in accordance with Rule 663.21, Description Prepared for Political Subdivisions, as set forth in the Professional Land Surveying Practices Act, provisions adopted July 18, 1999. Deliverables will contain certifications and general notes reflecting the Category specifications requested and work performed.

1.3 Public Notification/Right of Entry. Surveyor will make every effort to perform the scope of services within existing areas of public access or public right of ways. During the course of work, there may be instances where notification and permission to access private property is needed. Surveyor may request that the City provide a Notice to the Public before field operations commence, including a written explanation, in the form of a letter, from the City. Up to twenty (20) right of entry notifications will be the responsibility of the Surveyor. If, in the course of providing these services, field operations are suspended due to the lack of access permission, the Surveyor will request remedy by the City or its designated representative. Surveyor will make every effort to continue performing work in other project areas, however proposed schedules may ultimately be impacted.

1.4 Record Document Compilation. Surveyor will perform pertinent research and assemble deeds, plats, right of way maps, and any other available information with respect to the City limit lines. The information collected will provide means to create project deliverables in accordance with the specifications listed herein. Copies of all of these source documents will be made available to the City at the end of the project.

1.5 Geo-Rectified Record Information. All deed, plat and ownership information will be gathered from public information. The configuration and position of the related tracts will be compiled and rectified so as to provide a graphically seamless map of the City limits lines. In cases where the record description cannot be reasonably positioned based upon Surveyor's opinion or by the current taxing authority map, field surveys will attempt to reconcile the location of a tract in question.

1.6 Field Surveys. Field survey crews will be deployed to gather additional survey data. This applies to areas where Surveyor feels record information may not be sufficient to accomplish the positional tolerances negotiated for the final deliverable. The information collected by the field effort will be integrated for controlling geo-rectified rotation and translation of the final GIS product. Crews will utilize survey grade GPS equipment, and in some cases may use conventional survey equipment in areas of low satellite visibility. It is assumed that survey crews may need to operate in any segment of the city limit line during the course of the project.

1.7 Project Datum, Coordinate and Bearing Basis. The final deliverable of the survey will be produced in North American Datum 1983, NSRS2007, Texas State Plane Grid Coordinates, South Central Zone 4204. North American Vertical Datum 1988, Geoid09 will be utilized for software processing of GPS data. Bearing information cited, if any, will represent record information or surveyed data related to the Texas State Plane Grid.

1.8 Area of Special Consideration. An area in the northwest portion of the City of Wimberley, as described in the City limits description, is defined and bounded by the City of Woodcreek's Extraterritorial Jurisdiction (ETJ). It is the presumption of Surveyor that this called line references the ETJ line position based on the incorporation date of the City of Wimberley, and the development of its city limit line description at that time. Surveyor advises client that this line will require consultations and archive information collected in cooperation

with the City of Woodcreek. It is assumed that this information is readily available and the line is retraceable with reasonable accuracy.

1.9 Project Deliverables. The delivery of the maps and bounds description will be in hardcopy and digital formats. This will be accomplished through the use of CAD and Geographic Information System (GIS) software. The Geographic Information System deliverable will consist of ESRI shape files. The shape files and layered GIS hardcopy maps will contain a metadata narrative describing project methods and procedures performed, along with geodetic control datum, scale factors and relative spatial accuracies, in conformance with the Category 10, Class A requirements. All map deliverables will be produced to sufficient size and scale for public viewing and general use.

Electronic deliverables will be ESRI shape file, Adobe PDF, and AutoCAD formats. Map hardcopy deliverables will be an AutoCAD drawing depicting the City Limits, acreage, and record information. GIS hardcopy deliverables will show City limits overlaid with the following publicly available GIS layers onto aerial photography: Land parcels, platted subdivision boundaries, major roadways and their feature labels and appropriate map citations.

2.0 Additional Services. In consideration of the specifications set forth in RFQ No. 2010-001, and in view of the City's limited budget, the following items are listed as additional services and may be incorporated in the project if funding permits. These items were not budgeted as part of this proposed scope or deliverables, but if requested will be provided on an actual time and materials expended basis in accordance with the attached Standard Rate Schedule, attached as **Attachment A.**

1. City limit line monumentation.
2. City control monumentation and documentation.
3. An actual on the ground boundary survey of entire city limits.
4. Consultations and dispute resolution with neighboring incorporated boundaries or ETJs.
5. City limit line dispute resolution with citizens or otherwise.
6. Ongoing and unresolved right-of entry.
7. Boundary line disputes or property descriptions that cannot be reconciled.
8. Expert witness testimony.

2.1 Project Schedule, Delivery and Compensation. Surveyor will commence work upon the execution of all agreements and receipt of written notice to proceed from the City, and will provide final delivery of the proposed services no later than one hundred and eighty (180) calendar days after receipt of the notice to proceed.

Subject to the terms and provisions of this Agreement, compensation to Surveyor for Basic Services as set forth in this Agreement shall be a fixed lump sum fee, not to exceed amount of \$75,000.00, not including the Additional Services listed above and reimbursables. During the performance of the services listed, the City and Surveyor may negotiate additional services listed or as needed. No additional services will be undertaken by Surveyor without prior written authorization from the City, or its authorized Representative.

Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services and include actual expenditures made by the Surveyor in the interest of the Project. It is agreed that all expenses incurred by Surveyor in connection with the project, including those described in, or incurred in connection with, the performance of the services provided in this Agreement are covered by the compensation for the Basic Services, and will not be separately reimbursable, except for those items set forth in the attached Standard Rate Schedule.

The reimbursable expenses incurred shall be itemized separately, and shall be invoiced along with and as a part of the Surveyor's request for payment. City shall have the right to require invoices, time sheets and other evidence of expenses paid.

Invoices shall be submitted by cover letter from the Surveyor and shall be submitted semi-monthly in amounts based on Surveyor's estimate of the portion of the Basic Services completed plus reimburseables. The letter shall certify that the invoice properly represents work actually performed, and shall be accompanied by invoices and any additional documentation required by the City to accompany such invoices. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Undisputed payments not made when due shall incur interest as provided by Section 2251 of the Texas Government Code.

The City agrees to promptly pay each invoice within fourteen days of receipt of such invoice. If an undisputed invoice is not paid within sixty (60) days of receipt, Surveyor may without waiving any claim or right against the City, terminate the performance of its services. The City may withhold, amend, or nullify any request for payment by the Surveyor under conditions that include the following:

(1) Failure of the Surveyor to complete all work in compliance with the laws of City, State and federal governments, such that subsequent compliance costs exceed expenditures which would have been involved had services been properly executed by the Surveyor.

(2) Surveyor's breach of an obligation under this Agreement which continues past any cure period required by this Agreement or provided by City.

2.2 Failure to Perform. Should the City sustain actual damages as a result of willful or negligent failure of the Surveyor to furnish services in compliance with this Agreement, the Surveyor agrees to compensate the City for the cost of such damages, itemized costs of which shall be provided to the Surveyor by the City. The City agrees to provide the Surveyor written notification of such damages as the cost is being incurred.

2.3 Liability of Surveyor. The Surveyor shall be liable for the acts and omissions of its employees and agents in the performance of the Services under this Agreement. The Surveyor shall not be liable or responsible for City delays or postponements. If the Surveyor is delayed through no fault of Surveyor, its employees or agents, written time extension requests may be submitted to the City, and the City, through its review of these requests, may approve them.

These requests shall be reviewed only if submitted to City within thirty (30) days from the discovery by the Surveyor of any event that would cause the project timeline to be extended.

2.4 Breach by Surveyor. Should the Surveyor fail to substantially provide services in compliance with the terms of this Agreement, or within the timeline(s) submitted by Surveyor and approved by the City or the deadlines established by this Agreement and subsequent approved time extensions, then, in addition to City's rights under these provisions, the City may pursue the remedies under this Agreement.

2.5 City's Right to Terminate for Convenience. The City shall have the right to terminate this Agreement, or the Surveyor's Services, upon fourteen (14) days written notice. Upon receiving notice of termination, Surveyor shall complete services on which it is engaged to the extent directed by the City. Surveyor shall be entitled to payment for all Basic Services and Additional Services performed, and reimbursable expenses incurred, to the date of termination in accordance with the terms of this Agreement. Surveyor shall not be entitled to any other payments in connection with this Agreement.

2.6 City's Right to Suspend Project. The City shall have the right to suspend all or any portion of the Project upon fourteen (14) days written notice to Surveyor, and the Surveyor shall be entitled to compensation for all Services performed and reimbursable expenses incurred prior to receipt of written notice from the City of such suspension in accordance with the terms of this Agreement. If the Project or any portion thereof is resumed after being suspended for more than three (3) months, the Surveyor's compensation for the Project, or such portion thereof, may be equitably adjusted through negotiation.

3.0 REMEDIES

3.1 Notice of Breach and Opportunity to Cure. In the event either party breaches an obligation under this Agreement, the non-defaulting party shall provide the defaulting party with notice of the breach, and a reasonable opportunity to cure, but shall not be obligated to provide a cure period in excess of fourteen (14) days, unless a longer cure period is required by applicable law.

3.2 Surveyor's Remedies. In the event of a material breach of this Agreement by the City that continues beyond the cure period, Surveyor will have the rights to terminate this Agreement by giving seven (7) days prior written notice of termination.

3.3 City's Remedies. In the event of a breach of this Agreement by the Surveyor which continues beyond the cure period, the City will have the rights and remedies provided by this Agreement, the rights and remedies provided by law, and the right to terminate this Agreement, all such rights and remedies being cumulative and not exclusive and are exercisable concurrently or successively.

3.4 Mediation. The parties agree to mediate any dispute arising in connection with this Agreement in good faith prior to filing suit, except for suit for injunctive relief.

3.5 Attorney's Fees. In the event of litigation, the prevailing party shall be entitled to court costs and reasonable attorney's fees.

4.0 INSURANCE AND INDEMNIFICATION.

4.1 During the term of this Agreement, the Surveyor shall maintain the insurance required in **Attachment B** to this Agreement. Surveyor agrees to the indemnification provisions set out in Attachment B. Surveyors' obligation under such provisions shall survive completion or termination of this Agreement as to events occurring prior to such completion or termination.

5.0 MISCELLANEOUS PROVISIONS

5.1 This Agreement is performable in Hays County, Texas and venue for litigation in connection with this Agreement shall be in courts of competent jurisdiction in Hays County.

5.2 If any word, phrase, clause, sentence or provision of this instrument, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this instrument; this being the intent of the parties in entering into this instrument; and all provisions of this instrument are declared to be severable for this purpose.

5.3 Notices. Any and all notices under this Agreement shall be in writing. Notices required to be given by this Agreement shall be in writing, and shall be delivered to the party entitled to receive the same by national courier services or U.S. Certified Mail, return receipt requested, addressed as follows (or as amended in writing in the future), or by other commercially reasonable means. Notice may not be given by email alone.

Mailed Notices to City:

City of Wimberley, Texas
PO Box 2027, Wimberley TX 78676
Attn: Don Ferguson, City Administrator

Mailed Notices to Surveyor:

Baker-Aicklen & Associates, Inc.

[REDACTED]
[REDACTED]

Attn: [REDACTED]

5.4. Notice given by certified mail with return receipt requested, properly addressed to the recipient as provided herein, with postage prepaid, will be deemed delivered when deposited in the U.S. mail, whether or not actually received. Notice delivered by a national courier service shall be effective as of the date indicated by the acknowledgment of receipt executed by or on behalf of the receiving party. Notice given in any other manner will be deemed delivered if and

when actually received. The address for notice may be changed by written notice as provided herein, and shall be effective fourteen (14) days after actual receipt.

5.5 This Agreement shall be binding on the parties hereto, and their respective successors, approved assigns, and legal representatives. Neither the Surveyor nor the City shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other party. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Surveyor.

5.6 This Agreement, including all Attachments hereto, constitutes the entire agreement of the parties as to the subject matter hereof, and supersede all prior oral agreements or proposals. The terms of this Agreement may only be amended by a written amendment signed by both parties. All Attachments to this Agreement are incorporated herein, including the following:

List of Attachments:

Attachment A	Standard Rate Schedule
Attachment B	Insurance and Indemnification Provisions

5.7 The terms and provision of this Agreement which expressly state that they survive termination or completion of this Agreement, or which are performable after termination or completion of this Agreement, shall survive termination or completion.

5.8 Protection of Resident Workers. The City of Wimberley actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Surveyor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Executed by the parties hereto to be effective as of _____, 2010 ("Effective Date").

City of Wimberley, Texas

Baker-Aicklen & Associates, Inc.

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

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

ATTACHMENT A

STANDARD RATE SCHEDULE Labor Rate Table 48

Effective May 1, 2009, the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Sr. Project Manager	\$175 per hour
Project Manager	\$135 per hour
Sr. Project Engineer/Surveyor/Planner	\$130 per hour
Sr. Project Engineering/Surveying/Planning/GIS Coordinator	\$125 per hour
Project Engineer/Surveyor/Planner	\$120 per hour
Project Engineering/Surveying/Planning/GIS Coordinator	\$115 per hour
Sr. Project Engineering/Surveying/Planning/GIS Designer	\$110 per hour
Sr. Project Engineering/Surveying/Planning/GIS Associate	\$105 per hour
Project Engineering/Surveying/Planning/GIS Designer	\$100 per hour
Engineering/Surveying/Planning/GIS Associate	\$95 per hour
Engineering/Surveying/Planning/GIS Assistant	\$90 per hour
Sr. Engineering/Surveying/GIS CAD Technician	\$80 per hour
Engineering/Surveying/GIS CAD Technician	\$70 per hour
CAD/GIS Computer Operator	\$60 per hour
Administrative Assistant	\$60 per hour
Expert Witness/Testimony/Deposition Services	Two Times Rate
Department Manager/Assistant Branch Manager	\$185 per hour *
Branch Manager	\$200 per hour *
Principal (as appropriate)	\$220 per hour *

FIELD PARTY SERVICES

	<u>Rates</u>
1-Man Field Party	\$75 per hour
2-Man Field Party	\$125 per hour
3-Man Field Party	\$165 per hour
4-Man Field Party	\$205 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles Charged at current IRS allowable rate

By Firm's Survey Trucks (Notes 1, 2, & 3) Charged at current IRS allowable rate

Direct Expense - Reproduction & Printing by Firm, Prevailing

Survey Stakes, Lathes, Iron Rods, Commercial Rates Or

Subsistence of out-of-city services, and other Direct Expense Cost Plus 15%

* Not default rates. These rates are used as required in special situations only and with Client notification.

NOTES:

1. Field Party rates include equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
2. Field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged for at the above-shown appropriate rates.
4. The firm's professional liability is limited to the total amount of compensation under the Professional Services Agreement to a maximum of \$50,000.

ATTACHMENT B

Insurance Requirements and Indemnification

INSURANCE REQUIREMENTS **PROFESSIONAL SERVICES**

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

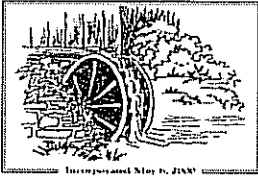
1. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
2. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
3. Professional Liability Insurer, and / or Errors and Omissions.

B. **INDEMNIFICATION** The Surveyor shall indemnify and does hereby hold harmless, the City and employees for and against all, damages, losses and expenses, including reasonable attorney's fees, resulting from the negligent performance of the services on this project performed by the Surveyor, its employees, sub-contractors, and other for whom the Surveyor is legally liable.

C. PROOF OF INSURANCE

Surveyor is required to maintain proof of insurance. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City.

City Council Agenda Form



Date Submitted: April 10, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: CONSIDER APPROVAL
OF CITY VOLUNTEER APPRECIATION EVENT
PLANS

Funds Required:

Funds Available:

Council Action Requested:

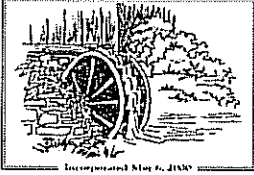
- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider approval of plans for a volunteer appreciation event to recognize members of the City's various boards and commissions along with others who have volunteered their time to assist the City.

City staff will present details of a proposal for the event at the City Council meeting.

City Council Agenda Form



Date Submitted: April 10, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN, PREPARATION AND EXECUTION OF THE WIMBERLEY JULY 4TH FIREWORKS DISPLAY

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☐ Resolution

☒ Motion

☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider approval of a professional services agreement with American Fireworks to design, prepare and execute the planned fireworks display for the upcoming July 4th Celebration in Wimberley. Funding for the display will come from community contributions, much like last year's display.

City staff recommends approval of the service agreement.

**CITY OF WIMBERLEY
FOURTH OF JULY FIREWORKS
CONTRACT**

SECTION 1. PARTIES

The parties to this agreement are the City of Wimberley, represented by the City Administrator Don Ferguson, whose mailing address is P.O. Box 2027, Wimberley, Texas, hereinafter referred to as "City", and American Fireworks, represented by Chester Davis, whose mailing address is 1315 Highway 71 West, Bastrop, Texas 78602, hereinafter referred to as "Company".

SECTION 2. PROVISIONS OF THE CONTRACT

The Company agrees to:

1. Design, supply, install and execute electronically a twenty (20) to twenty-five (25) minute pyrotechnic display for the Fourth of July celebration in Wimberley, TX. in accordance with all applicable federal, state and local regulations governing pyrotechnics.
2. Start the display at approximately 9:00 p.m. on July 4, 2010, weather permitting.
3. Obtain any state, city or other license or permits required to execute the display.
4. Furnish licensed and qualified operators to set up and execute the display and be responsible for all costs associated with those personnel.
5. Furnish shells and all other equipment necessary for the successful completion of the display; Types of fireworks shall be 1.4G (Common Fireworks) including but not limited to 1 3/4" artillery shells, cakes and tubes fired electronically. The proposed trajectory of the fireworks is approximately 150-200" vertically, plus or minus 10° off vertical.
6. Store fireworks at the firing area no longer than four (4) hours prior to display. Pyrotechnics operator shall remain with fireworks the entire time they are on-site.
7. Provide two (2) fire extinguishers, two (4) safety personnel at the firing area.
8. Remove all unnecessary packing prior to execution of the display to keep debris to a minimum.

9. Allow the City to inspect the display area after it is set up.
10. Clean up the firing site, pick up major debris and spent displays at the conclusion of the display.

The City agrees to:

1. Provide a safe and secure firing site near the South River Soccer Fields. Site at display area to be mowed a minimum of 100' x 150' prior to July 4, 2010.
2. Arrange for Wimberley Fire Department to have personnel and fire fighting equipment on-site 15 minutes prior to and 30 minutes following the display.
3. Provide a sufficient clearance surrounding the display area and keep unauthorized people and vehicles out of the designated area.
4. Provide receptacles for the clean up of the firing site.
5. Clean up the spectator viewing areas.

SECTION 3. CANCELLATION

In the event of inclement weather on July 4, 2010, the display will be fired at the same time and place within thirty (30) days of the scheduled date that weather conditions are favorable at no additional expense to the City. The City will notify the Company at least twenty-four (24) hours prior to the date of the rescheduled display. If multiple cancellations cause the display to be delayed for more than thirty (30) days from July 4, 2010, the Company shall have no responsibility to provide the display and the City will pay the Company fifty (50) percent of the contract price as a cancellation penalty.

The Company's lead operator and/or the City have the right to postpone, stop or cancel the display if unsafe or hazardous conditions exist. If unsafe or hazardous conditions prevent the display from being executed as scheduled and the display cannot be postponed to an alternate date, the City will pay fifty (50) percent of the total contract price for expenses incurred and services rendered.

If the Company cancels the show for any reason other than inclement weather, force majeure or non-performance by the City, all monies paid by the City to the Company up to the date of the cancellation will be refunded to the City.

SECTION 4. INSURANCE

The Company agrees to provide a Certificate of Insurance showing the Company and City to be insured and covered for \$1 million liability, for personal injury and property damage.

SECTION 5. COMPENSATION

The total amount of this contract is \$5,000. The City shall pay the Company \$1,500 at the signing of this agreement, another \$1,000 on June 15, 2010, and the balance upon execution of the display.

The City reserves the right to add to the total amount of this contract . Any additional dollars, over and above the original contract amount, provided by the City shall be used to increase the number of shells in the finale of the display.

SECTION 6. INDEMNIFICATION

The Company agrees to indemnify the City, its agents, officers and employees for any and all liability or claims whatsoever which might arise from the services to be performed under this contract unless the claim arises due to conduct of the City.

SECTION 7. GOVERNING LAW

This agreement shall be construed under and in accordance with the laws of the State of Texas and any legal dispute shall be adjudicated in Hays County, Texas.

AMERICAN FIREWORKS

CITY OF WIMBERLEY, TX.

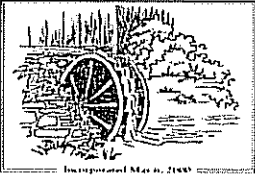
BY _____
Chester Davis
Owner

BY _____
Don Ferguson
City Administrator

DATE: _____

DATE: _____

City Council Agenda Form



Date Submitted: April 12, 2010

Agenda Date Requested: April 15, 2010

Project/Proposal Title: CITY COUNCIL REPORTS

Funds Required:

Funds Available:

Council Action Requested:

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

Project/Proposal Summary:

This item was placed on the agenda to allow for reports to be presented by the Mayor and members of City Council and for future agenda item requests.