



**CITY OF
WIMBERLEY**

REGULAR CITY COUNCIL MEETING PACKET

**Thursday, August 5, 2021
6:00 p.m.**



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER DRIVE, WIMBERLEY, TEXAS 78676
THURSDAY, AUGUST 5, 2021 – 6:00 P.M.

AGENDA

In accordance with the order of the Office of the Governor issued March 16, 2020, in relation to COVID-19, some members of the City Council and/or staff may appear via teleconference/video conference.

The public may participate in this meeting either in person or via the following toll-free numbers 888-475-4499 or 877-853-5257 and/or using the Zoom meeting ID 830 0587 0545 and using the passcode 474662.

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

Anyone wishing to offer public comments, participate in any public hearing, or offer written questions or comments **remotely** must notify City Secretary, Laura Calcote, at lcalcote@cityofwimberley.com, at least two (2) hours before the meeting.

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

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1. **CALL TO ORDER** August 5, 2021 at 6:00 p.m.
 2. **CALL OF ROLL** City Secretary, Laura Calcote
 3. **INVOCATION** Cypress Creek Church Lead Pastor, Jose Abaroa
 4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**

5. **CITIZENS COMMUNICATIONS**

The City Council welcomes comments from the general public on issues and items of concern, not on this agenda. Those wishing to speak must sign-in before the meeting begins and observe a three-minute time limit when addressing Council. Speakers will have one opportunity to speak during the time period. Speakers desiring to speak on an agenda item will be allowed to speak when the agenda item is called. Inquiries about matters not listed on the agenda will either be directed to staff or placed on a future agenda for Council

consideration. Comments from speakers should not be directed towards any specific member of City Council or City staff. Comments should not be accusatory, derogatory or threatening in nature.

6. PRESENTATION AND POSSIBLE ACTION

Presentation and consider possible action regarding the City of Wimberley's Quarterly Investment Report for the third quarter of Fiscal Year 2021. *(City Administrator, Mike Boese)*

7. CONSENT AGENDA

7.1. Approval of minutes from the Special City Council Meeting held July 15, 2021.

7.2. Approval of minutes from the Regular City Council Meeting held July 15, 2021.

7.3. Approval of minutes from the Special City Council Meeting held July 29, 2021.

8. CITY STAFF REPORT

Parks Director Report regarding the 2021 swim season, programs/events and maintenance projects. *(Parks Director, Richard Shaver)*

9. DISCUSSION AND POSSIBLE ACTION

9.1. Discuss and consider possible action to execute a Professional Services Agreement (PSA) between the City of Wimberley and Steven Reeves, SLR Real Estate Inspection Services #9219 to provide Texas Real Estate Commission (TREC) Inspections for the HUD funded Community Development Block Grant Disaster Relief (CDBG-DR) Housing Program. *(Langford Community Management Services)*

9.2. Discuss and consider possible action to authorize a Request for Proposal (RFP) for Wimberley Blue Hole Regional Park New Parks and Recreation Office Addition. *(Parks Director, Richard Shaver)*

9.3. Discuss and consider possible action regarding an agreement between the Friends of Blue Hole and the City of Wimberley. *(Parks Director, Richard Shaver)*

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

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

- 9.6. Discuss and consider possible action regarding the first reading of Ordinance No. 2021-27, repealing and replacing Chapter 12, Utilities, Article 12.02, Water and Sewer, Division 4, Sewer Utility Protection, Sec. 12.02.106 Grease Traps and Grease Interceptors of the City of Wimberley Code of Ordinances; providing for a savings clause; providing for severability; providing for penalties; and providing findings regarding compliance with the Texas Open Meetings Act. *(City Administrator, Mike Boese)*
- 9.7. Discuss and consider possible action regarding an agreement between the City of Wimberley and Wimberley Water Supply Corporation. *(City Administrator, Mike Boese)*
- 9.8. Discuss and consider possible action regarding an Interlocal Agreement Between Hays County and the City of Wimberley related to RM 12 at RM 3237 Intersection Improvements Project. *(City Administrator, Mike Boese)*

10. CITY COUNCIL REPORTS

10.1. Announcements

10.2. Future agenda items

11. ADJOURNMENT

The City Council may retire into Executive Session at any time between the meeting's opening and adjournment for the purpose of discussing any matters listed on the agenda as authorized by the Texas Government Code including, but not limited to, homeland security pursuant to Chapter 418.183 of the Texas Government Code; consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion about real estate acquisition pursuant to Chapter 551.072 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberations about gifts and donations pursuant to Chapter 551.076 of the Texas Government Code; discussion of economic development pursuant to Chapter 551.087 of the Texas Government Code; action, if any, will be taken in open session.

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

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Monday, August 2, 2021, by 6:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Laura J. Calcote, MPA, TRMC
City Secretary

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





AGENDA ITEM:	Consent Agenda
SUBMITTED BY:	Laura Calcote, City Secretary
DATE SUBMITTED:	July 30, 2021
MEETING DATE:	August 5, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

- 7.1. Approval of minutes from the Special City Council Meeting held July 15, 2021.
- 7.2. Approval of minutes from the Regular City Council Meeting held July 15, 2021.
- 7.3. Approval of minutes from the Special City Council Meeting held July 29, 2021.

REQUESTED ACTION

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

FINANCIAL

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

STAFF RECOMMENDATION

Approval of 7.1. to 7.3.

ATTACHMENT/S

- July 15th Special City Council Meeting Minutes
- July 15th Regular City Council Meeting Minutes
- July 29th Special City Council Meeting Minutes



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

SPECIAL CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER DRIVE, WIMBERLEY, TEXAS 78676
THURSDAY, JULY 15, 2021 – 5:00 P.M.

MINUTES

CALL TO ORDER

Mayor, Gina Fulkerson, called the meeting to order on July 15, 2021 at 5:00 p.m.

CALL OF ROLL

Council Members Present: Gina Fulkerson Mayor
Rebecca Minnick Place One
Teresa Shell Place Two
Christine Byrne Place Three
Jim Chiles Place Four
David Cohen Place Five

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

BUDGET WORKSHOP

City Administrator, Mike Boese, presented the end-of-year projections for current Fiscal Year (FY) 2020-2021 and the draft FY 2021-2022 Budget. There was discussion among City staff and Council regarding the proposed FY 2021-2022 Budget, including the City's recording process for revenue and expenditures, significant sales tax increase throughout the past few years and a potential cost of living increase for City employees. Mr. Boese also highlighted certain changes in the upcoming FY 21-22 Budget, which included leasing vehicles for the Public Works and Parks Departments and the possible hiring of a Deputy City Marshall to address public safety concerns. Council would hold another budget workshop on Thursday, July 29th, at 4:00 p.m.

ADJOURNMENT

Motion to adjourn the meeting at 5:49 p.m. was made by Council Member Teresa Shell. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (5-0).

RECORDED BY:

Laura J. Calcote, City Secretary



APPROVED BY:

Gina V. Fulkerson, Mayor

DRAFT



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER DRIVE, WIMBERLEY, TEXAS 78676
THURSDAY, JULY 15, 2021 – 6:00 P.M.

MINUTES

CALL TO ORDER

Mayor, Gina Fulkerson, called the meeting to order on July 15, 2021 at 6:00 p.m.

CALL OF ROLL

Council Members Present:

Gina Fulkerson	Mayor
Rebecca Minnick	Place One
Teresa Shell	Place Two
Christine Byrne	Place Three
Jim Chiles	Place Four
David Cohen	Place Five

City Staff Present:

Mike Boese	City Administrator
Laura Calcote	City Secretary
Sarah Griffin	City Attorney

INVOCATION

A moment of silence was observed.

PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

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

CITIZENS COMMUNICATIONS

Gary Barchfeld thanked City Council for their service and stated his disapproval of the June 17th Council vote to approve a Conditional Use Permit for a vacation rental at 204 Spoke Lane, when the Planning and Zoning Commission had recommended denial of the application.

CONSENT AGENDA

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

6.1. Approval of minutes from the Special City Council Meeting held June 29, 2021.

6.2. Approval of minutes from the Regular City Council Meeting held July 1, 2021.

6.3. Approval of the May 2021 Financial Statements for the City of Wimberley.

DISCUSSION AND POSSIBLE ACTION

- 7.1. Discuss and consider possible action to approve the addition of \$59.77 to cover the construction contract overrun balance between DPR McHam and the City of Wimberley GLO CDBG-DR Grant #19-229-000-B673 – City of Wimberley Infrastructure Improvement Project. (*Langford Community Management Services*)
Motion to approve the addition of \$59.77 to cover the construction contract overrun balance between DPR McHam and the City of Wimberley GLO CDBG-DR Grant #19-229-000-B673 – City of Wimberley Infrastructure Improvement Project was made by Council Member Christine Byrne. Motion was seconded by Council Member Teresa Shell. Motion carried unanimously (5-0).
- 7.2. Discuss and consider possible action regarding a request to permit a temporary structure located at 14711 Ranch Road 12, Wimberley, Texas 78676. (*Applicant, Wimberley Knights of Columbus Council 9151*)
Wimberley Knights of Columbus representative, Bill Kammerer, addressed Council regarding the organization's upcoming annual fundraiser, which would be held in October 2021 at St. Mary's Catholic Church.
Motion to approve a request to permit a temporary structure located at 14711 Ranch Road 12, Wimberley, Texas 78676, was made by Council Member Christine Byrne. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (5-0).
- 7.3. Discuss and consider possible action regarding the status of the Central Wimberley Wastewater Project. (*Project Manager, Craig Fore*)
Project Manager, Craig Fore, stated all force main lines had been installed and tested on both sides of the Cypress Creek. Additionally, all connections had been completed and testing of the lift station would occur on Tuesday, July 20th, at 2:00 p.m., with an additional test set for Monday, July 26th. If the testing went smoothly, customers could begin tying into the wastewater system at the beginning of August.
No action was taken on this item.
- 7.4. Discuss and consider possible action regarding the selection of a wastewater system contract maintenance provider. (*City Administrator, Mike Boese*)
City Administrator, Mike Boese, advised on the need to select a new professional service provider to operate and maintain the new wastewater collection system once online. Professional General Management Services, Inc. (PGMS) was best positioned to handle system maintenance and billing services for the City.
Motion to select and hire Professional General Management Services, Inc. (PGMS) as the City of Wimberley's wastewater system contract maintenance provider was made by Council Member Rebecca Minnick. Motion was seconded by Council Member David Cohen. Motion carried unanimously (5-0).
- 7.5. Discuss and consider possible action regarding the selection of Neffendorf & Blocker, P.C. for professional auditing services. (*City Administrator, Mike Boese*)
City Administrator, Mike Boese, stated the City had recently sought and received proposals from six qualified CPA firms to audit the City's financial statements for Fiscal Years 2021-2023, with the option of auditing the statements for an additional two years. Based on

evaluation criteria and references, City staff was recommending Neffendorf & Blocker, P.C. be selected as the City's auditing firm.

Motion to select Neffendorf & Blocker, P.C. for professional auditing services was made by Council Member Jim Chiles. Motion was seconded by Council Member Christine Byrne. Motion carried unanimously (5-0).

- 7.6. Discuss and consider possible action to adopt a Code of Conduct relating to a Conflict of Interest Policy Pertaining to Procurement Procedures. (*City Administrator, Mike Boese*)
City Secretary, Laura Calcote, presented the Code of Conduct relating to a Conflict of Interest Policy, which was required for the City to receive federal or state grant funds. The Policy needed to be retained as an official document.

Motion to adopt Code of Conduct relating to a Conflict of Interest Policy Pertaining to Procurement Procedures was made by Council Member Christine Byrne. Motion was seconded by Council Member Teresa Shell. Motion carried unanimously (5-0).

- 7.7. Discuss and consider possible action regarding Council Member David Cohen's request to miss three consecutive Regular City Council Meetings in August and September 2021.
(*Place Five Council Member, David Cohen*)

Council Member, David Cohen, presented his request to miss three consecutive Regular City Council Meetings in August and September.

Council Member Cohen recused himself at 6:35 p.m., in order for Council members to discuss and receive legal advice regarding his request.

Motion to approve Council Member David Cohen's leave of absence request to miss three consecutive Regular City Council Meetings was made by Council Member Christine Byrne. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (4-0).

Council Member Cohen returned to the meeting.

CITY COUNCIL REPORTS

- 8.1. Announcements – A possible celebratory event for the completion of the wastewater collection system was discussed for Sunday, August 15th, at Ozona Bank.
City Secretary, Laura Calcote, reminded Council about the upcoming Chamber of Commerce Luncheon on Wednesday, July 21st, at which Mayor Fulkerson would be giving her State of the City Address.
- 8.2. Future agenda items – A special meeting/budget workshop would be held on Thursday, July 29th at 4:00 p.m.

ADJOURNMENT

Motion to adjourn the meeting at 6:50 p.m. was made by Council Member Christine Byrne. Motion was seconded by Council Member David Cohen. Motion carried unanimously (5-0).

RECORDED BY:

Laura J. Calcote, City Secretary



APPROVED BY:

Gina V. Fulkerson, Mayor

DRAFT



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

SPECIAL CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER DRIVE, WIMBERLEY, TEXAS 78676
THURSDAY, JULY 29, 2021 – 4:00 P.M.

MINUTES

In accordance with the order of the Office of the Governor issued March 16, 2020, in relation to COVID-19, some members of the City Council and/or staff may appear via teleconference/video conference.

The public may participate in this meeting either in person or via the following toll-free numbers 888-475-4499 or 877-853-5257 and/or using the Zoom meeting ID 867 7797 3519 and using the passcode 016398.

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

Anyone wishing to offer public comments, participate in any public hearing, or offer written questions or comments **remotely** must notify City Secretary, Laura Calcote, at lcalcote@cityofwimberley.com, at least two (2) hours before the meeting.

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

CALL TO ORDER

Mayor, Gina Fulkerson, called the meeting to order on July 29, 2021 at 4:00 p.m.

CALL OF ROLL

Council Members Present:	Gina Fulkerson	Mayor (<i>via teleconference</i>)
	Rebecca Minnick	Place One (<i>in person</i>)
	Teresa Shell	Place Two (<i>via teleconference</i>)
	Christine Byrne	Place Three (<i>via teleconference</i>)
	Jim Chiles	Place Four (<i>in person</i>)
	David Cohen	Place Five (<i>via teleconference</i>)
City Staff Present:	Mike Boese	City Administrator (<i>in person</i>)
	Laura Calcote	City Secretary (<i>in person</i>)
	Sarah Griffin	City Attorney (<i>via teleconference</i>)

DISCUSSION AND POSSIBLE ACTION

3.1. Discuss and consider possible action to approve an emergency road repair request for Carney Lane in the amount of \$17,500.00 from Pendleton Excavation, LLC. (*City Administrator, Mike Boese*)

Motion to approve an emergency road repair request for Carney Lane in the amount of \$17,500.00 from Pendleton Excavation, LLC, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (5-0).

3.2. Discuss and consider possible action regarding Resolution No. 10-2021, authorizing an amendment to the 2020/2021 Operating Budget (Budget Amendment No. 10), providing for the transfer of funds in within General Tax Fund – Unobligated Fund Balance to the General Fund Operating Public Works Account Number 6795 (Capital Outlay – Roads) and providing an effective date. (*City Administrator, Mike Boese*)

Motion to approve Resolution No. 10-2021, authorizing an amendment to the 2020/2021 Operating Budget (Budget Amendment No. 10), providing for the transfer of funds in within General Tax Fund – Unobligated Fund Balance to the General Fund Operating Public Works Account Number 6795 (Capital Outlay – Roads) and providing an effective date, was made by Council Member Jim Chiles. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (5-0).

BUDGET WORKSHOP

City Administrator, Mike Boese, presented the second draft of the Fiscal Year (FY) 2021-2022 Budget for the General, Blue Hole and Wastewater Funds. Certain line items for each of the Funds were discussed by Council and City staff.

EXECUTIVE SESSION

City Council adjourned into Executive Session at 5:07 p.m., in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purposes:

Section 551.074 (Personnel Matters) regarding certain City employee salaries and Section 551.071 (Consultation with Legal Counsel) to seek legal advice on same.

OPEN SESSION

Regular Session reconvened at 6:18 p.m. There was discussion regarding a five percent (5%) cost of living increase for certain City employees and Council directed staff to update the FY 2021-2022 Budget to reflect this increase.

ADJOURNMENT

Motion to adjourn the meeting at 6:21 p.m. was made by Council Member Christine Byrne. Motion was seconded by Council Member Teresa Shell. Motion carried unanimously (5-0).

RECORDED BY:

Laura J. Calcote, City Secretary



APPROVED BY:

Gina V. Fulkerson, Mayor

DRAFT



AGENDA ITEM:	PSA Between City & TREC Inspector
SUBMITTED BY:	Jessica Bickford, LCMS
DATE SUBMITTED:	7/27/21
MEETING DATE:	8/5/21

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion and possible action to authorize to execute a Professional Services Agreement (PSA) between the City of Wimberley and Steven Reeves, SLR Real Estate Inspection Services #9219 to provide Texas Real Estate Commission (TREC) Inspections for the HUD funded Community Development Block Grant Disaster Relief (CDBG-DR) Housing Program.

REQUESTED ACTION

Motion ☒
 Discussion ☒
 Ordinance ☐
 Resolution ☐
 Other ☐

FINANCIAL

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

STAFF RECOMMENDATION

ATTACHMENT/S

PSA between City & TREC Inspector

PROFESSIONAL SERVICES AGREEMENT
CITY OF WIMBERLEY, TEXAS

The City of Wimberley, a political subdivision of the State of Texas (hereinafter the “City”) with administrative offices at 221 Stillwater, Wimberley, Texas 78676, and Steven Reeves (hereinafter “Contractor”), whose primary place of business is located at [REDACTED], hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the [REDACTED] day of [REDACTED] 2021 (hereinafter “Effective Date”). The City and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

TREC Inspections of all properties within the City of Wimberley participating in the “HAP Program”, a HUD funded Community Development Block Grant Disaster program for low-moderate income families that received damage from the 2015 Disaster Event are required.

2. SERVICES

Contractor agrees to perform services for the City in accordance with the City’s instructions and, in particular, the instructions of Mike Boese and/or legal counsel for the City of Wimberley Council; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

4. DURATION

The parties agree that the Work shall be completed within seven (7) days after requested inspection date. (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The City may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an per inspection basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the City shall pay Contractor a total fee not to exceed Fifty thousand dollars (\$50,000 USD) for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the City for the Work performed under this Agreement on a per house

basis, beginning at the end of the first full month following the Effective Date. The City agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the City in writing, and the City shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the City is satisfied that the Work under this Agreement is complete, the City shall send Contractor an Acceptance of Completion in writing. If, after inspection, the City does not agree that the Work is complete or believes that the Work is of deficient quality, the City shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the City's receipt of Contractor's Notice of Completion, the City does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the City at: City of Wimberley, Attn: Mike Boese, 221 Stillwater, Wimberley, Texas 78676; mboese@cityofwimberley.com.

All notices issued by the City under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the City's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the CITY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the CITY within seven (7) days of the new policy date.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the CITY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the City's negligent acts in connection with this Agreement.

Neither the City nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent

as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in City of Wimberley, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of the City of Wimberley during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY CITY

This Agreement may be terminated by the City of Wimberley, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the City.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

City of Wimberley, Texas



Gina V. Fulkerson
City of Wimberley Mayor

By: _____
Title: _____

DRAFT

EXHIBIT A-1

Scope of Work

The City of Wimberley participates in a HUD funded Community Development Block Grant Disaster program which provides housing Reconstruction, Rehabilitation and Down Payment Assistance for low-moderate income families that received damage from the 2015 Disaster Event. Program guidelines require that a licensed TREC's inspector perform inspections on any homes participating in these programs. The City will need the following:

- Rehabilitation requires inspections be done at 50% progress & final (only required for substantial rehabilitations) inspections.

The City has two (2) homes that will require inspections.

All rehabilitation projects must comply with Housing Quality Standards (HQS) and all applicable local codes and ordinances.

EXHIBIT B

Fee Schedule

DRAFT

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. **Additional Contract Provisions**

B. **Copy of TRECS Inspector License**

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance

DRAFT

From: [STEVEN REEVES](#)
To: [Jessica Bickford](#)
Subject: Re: Real Estate Inspections
Date: Thursday, July 22, 2021 3:57:41 AM

Good Morning,

For a Home inspection up to 2,000 Sq. Ft. my base fee is \$300.00. For homes over 2,000 Sq. Ft. the cost would be \$300.00 + .10 cents a Sq. Ft. over 2000 Sq. Ft..

It takes 2 1/2 to 3 hrs. to do an inspection.

The report will be presented within 24 hrs. of the inspection.

This does not include Pools, Spas, Septic Tanks, or WDI inspections. I work with professionals that do these inspections at an additional cost. What it includes is foundation, plumbing, electrical, HVAC, Site drainage and Roof inspections.

I also do new progress inspections on new homes.

My fee is \$150.00 (ea.) for foundation, pre-drywall, and final inspections.

To inspect a roof the cost would be \$150.00

If you have any other question, feel free to call me,

Thanks,

Steven L. Reeves - TREC #9219
SLR Real Estate Inspection Service
Facebook - SLR Real Estate Inspection Service
www.slrinspectionservice.com
(512) 965-8970
888-219-9816 Fax

From: Jessica Bickford <Jessica@lcmsinc.com>
Sent: Wednesday, July 21, 2021 6:22 AM
To: STEVEN REEVES <slreeves51@hotmail.com>
Subject: RE: Real Estate Inspections

Good Morning, thank you for your interest in the City of Wimberley's housing projects.

The links you provided did not give a turnaround time or a cost for inspection. Could you please provide it today?

Thank you!

Jessica Bickford

Langford Community Management Services
2901 CR 175
Leander, TX 78641
O: 1(512)452-0432
Jessica@lcmsinc.com

From: STEVEN REEVES <slreeves51@hotmail.com>
Sent: Sunday, July 11, 2021 7:59 AM
To: Jessica Bickford <Jessica@lcmsinc.com>
Subject: Real Estate Inspections

Good morning Jessica,

I am a Professional TREC Inspector License # 9219. I have been inspecting homes since 2006. I have a WEBB Site at www.slrinspectionsservice.com.

My history and my pricing for inspections are noted.

My contact information is below.

Thanks,

[SLR Real Estate Inspection Service](http://www.slrinspectionsservice.com)

Let me introduce myself. My name is Steven L. Reeves. I grew up in a family owned construction business.

www.slrinspectionsservice.com

Steven L. Reeves - TREC #9219
SLR Real Estate Inspection Service
Facebook - SLR Real Estate Inspection Service
www.slrinspectionsservice.com
(512) 965-8970
888-219-9816 Fax



Virus-free. www.avast.com



AGENDA ITEM:	Blue Hole Expanded Office RFP
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	7/30/21
MEETING DATE:	8/05/21

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to approve a RFP for the Parks Department Office expansion project at Blue Hole Regional Park. The RFP will be issued on August 6th if approved with a deadline of August 25th. The Tentative contract award will be presented to Council on September 16th.

REQUESTED ACTION

Motion ☒

Discussion ☒

Ordinance ☐

Resolution ☐

Other ☐

FINANCIAL

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

STAFF RECOMMENDATION

Staff recommends that council approve this item.

ATTACHMENT/S

- RFP
- Bid set

WIMBERLEY BLUE HOLE REGIONAL PARK

New Parks & Recreation Office Addition

100 Blue Hole Lane

Wimberley, Texas 78676



taniguchi
architects

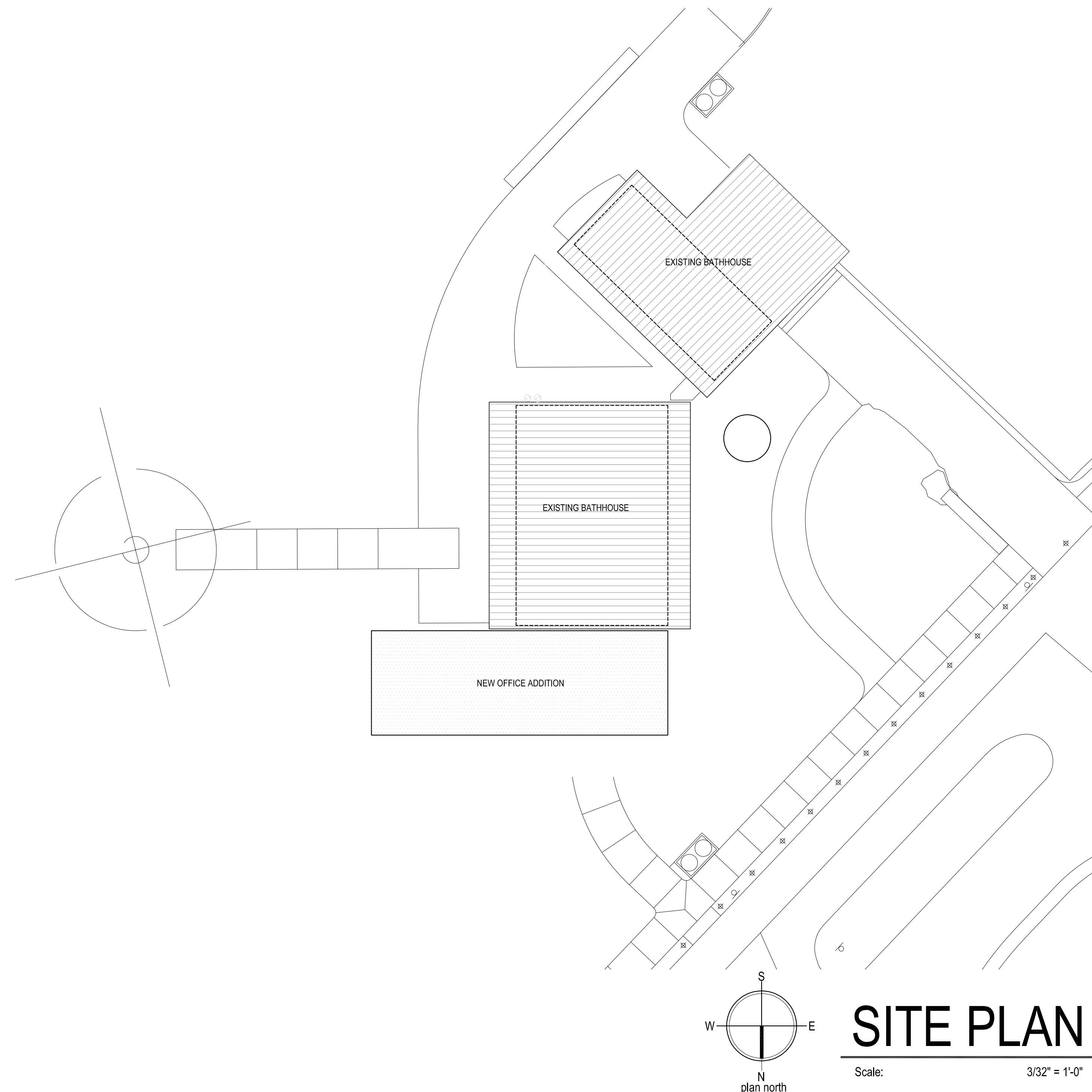
1609 w sixth street austin tx 78703
p 512 474 7079 f 512 474 7579 www.taniguchi-arch.com

INDEX OF DRAWINGS

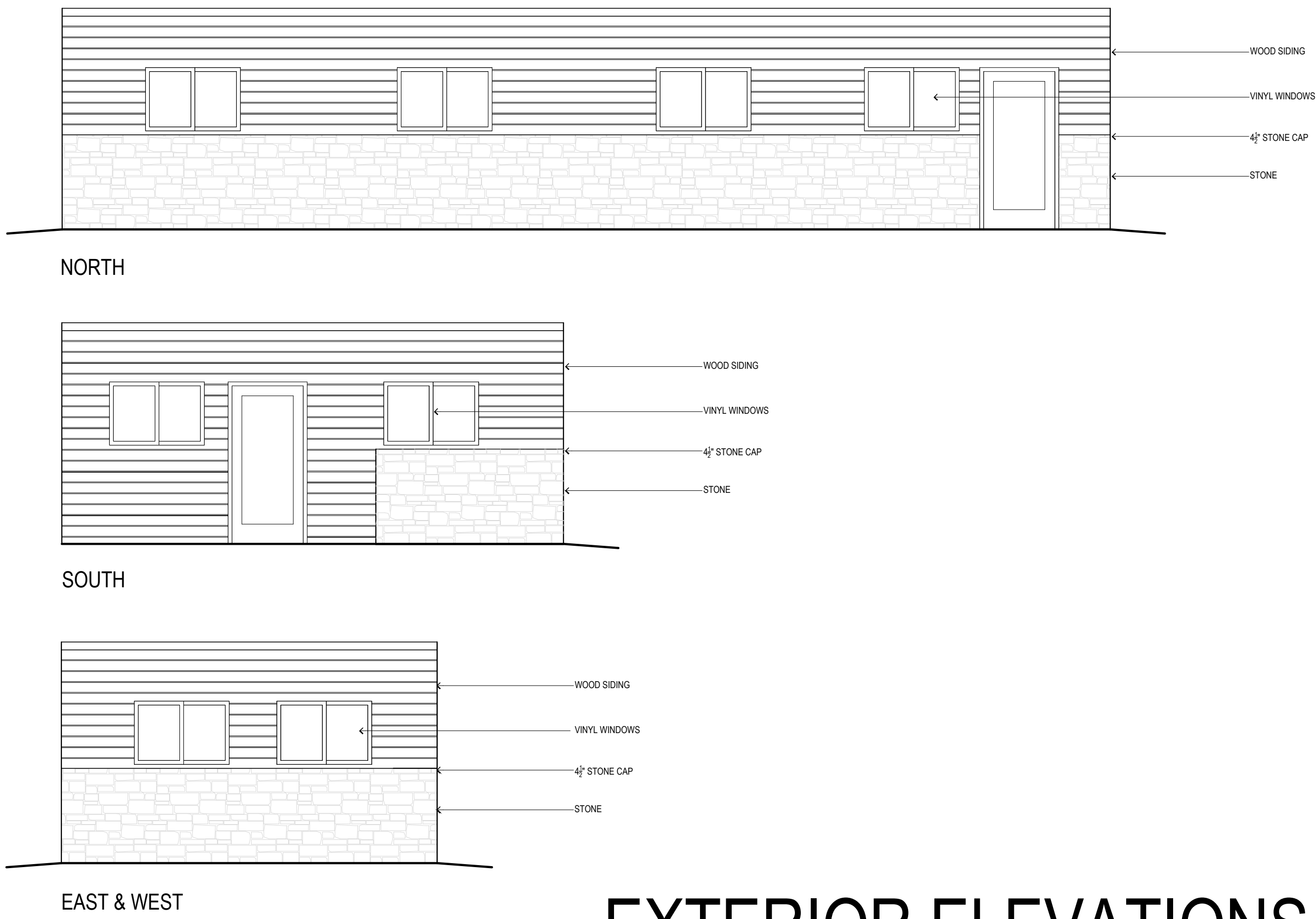
A.0	Cover Site Plan Area Map Index of Drawings
A1.0	Floor Plan Exterior Elevations Section Details Notes & Schedules
S1.0	Foundation Plans and Details
MEP1.0	Electrical Plan Electrical Symbols & Notes HVAC Notes



AREA MAP
NOT TO SCALE

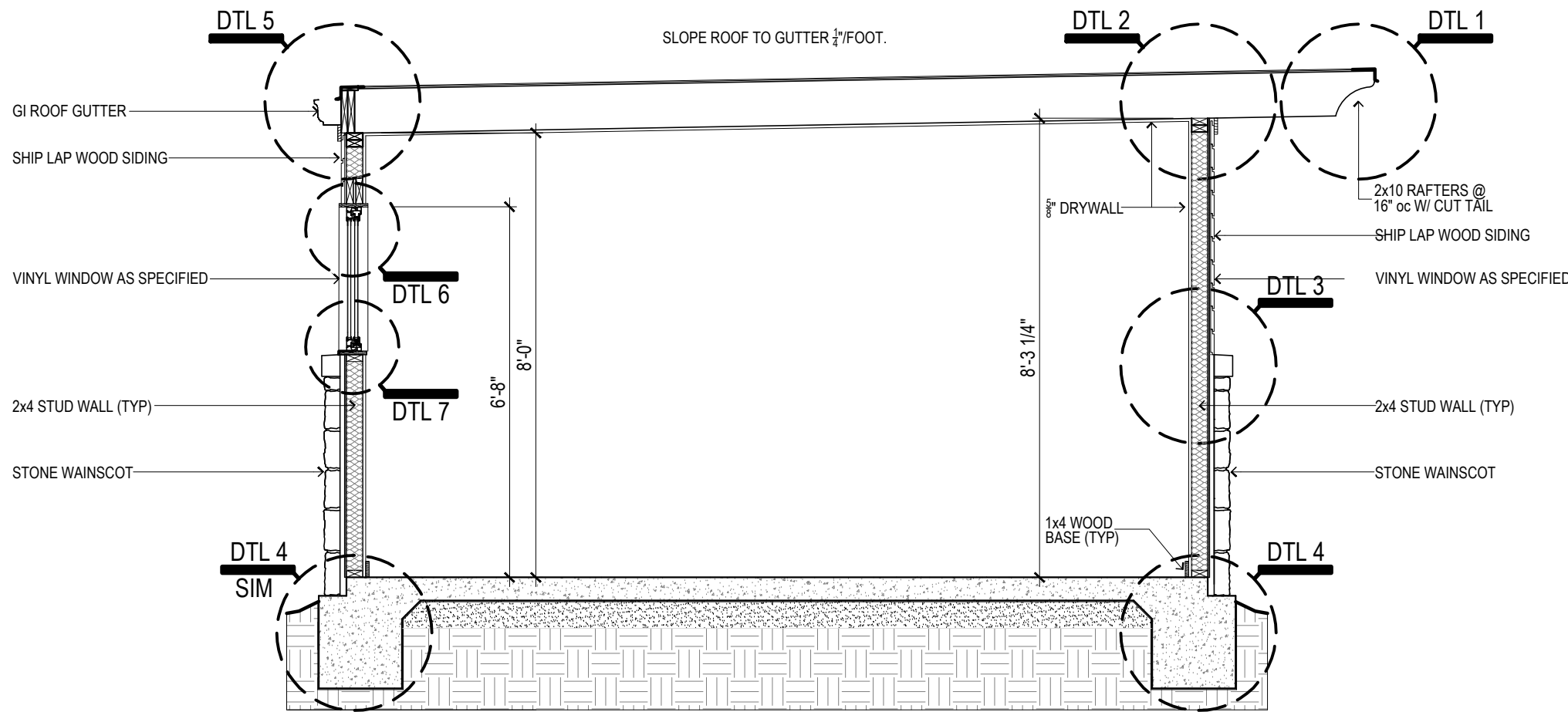
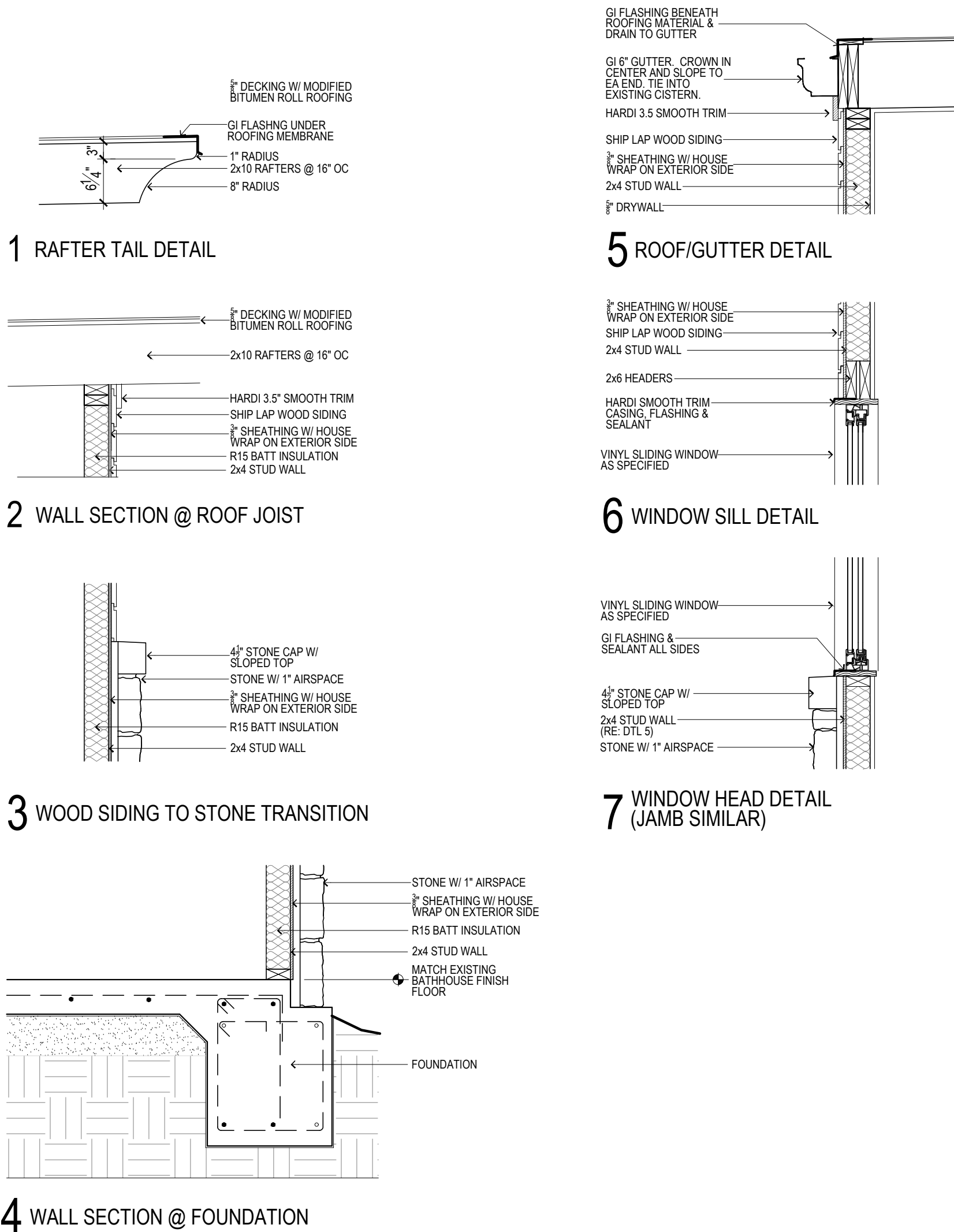


LOCATION MAP
NOT TO SCALE



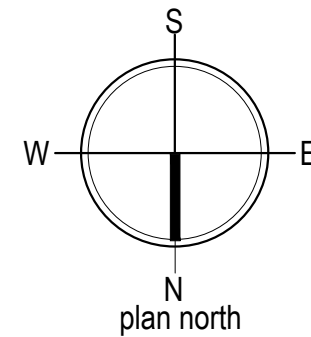
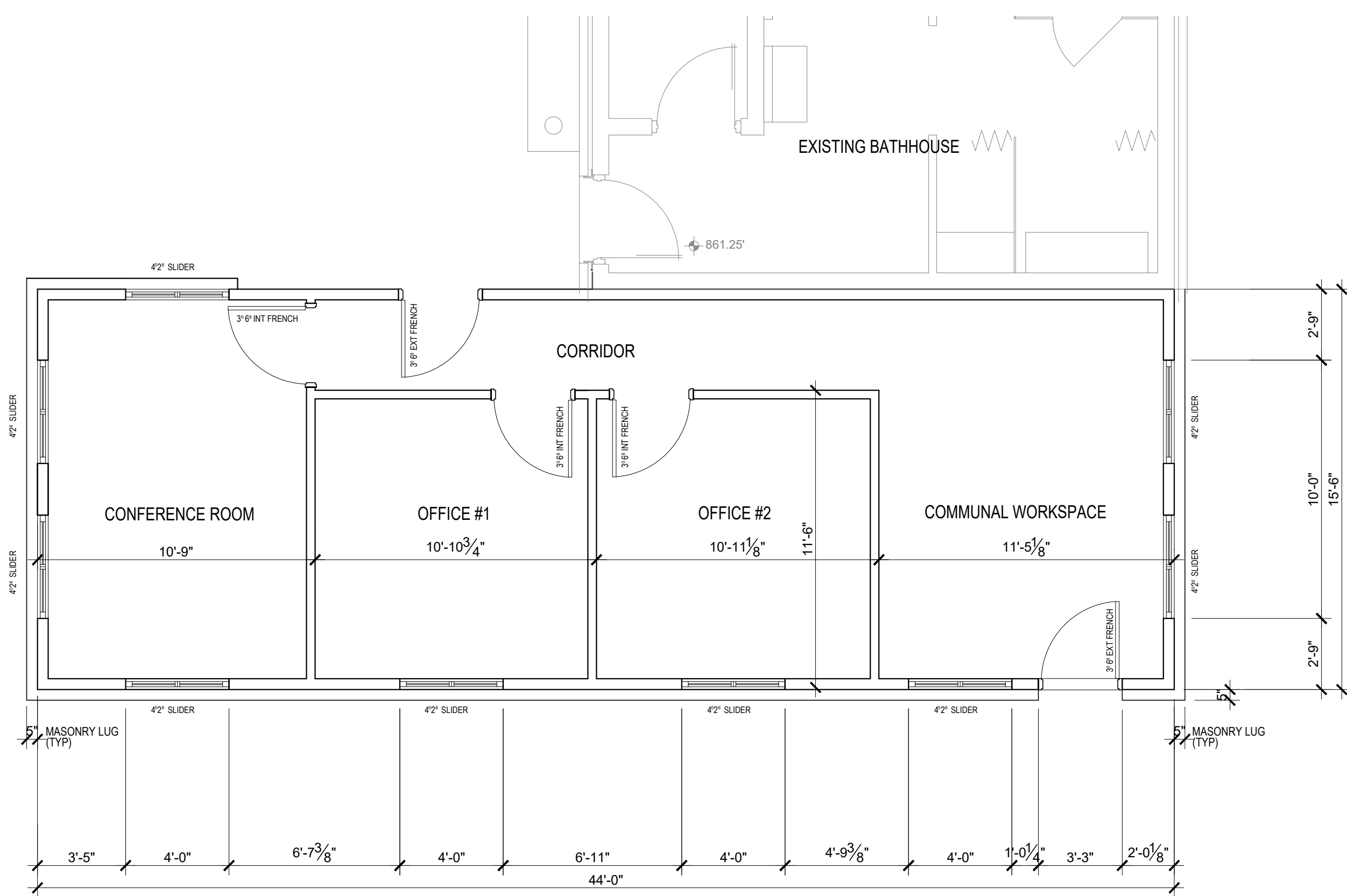
EXTERIOR ELEVATIONS

Scale: 1/4" = 1'-0"



BLDG SECTION & DETAILS

DETAILS @ 3/4" = 1'-0" SCALE | SECTION @ 3/8" = 1'-0" SCALE



FLOOR PLAN

Scale: 1/4" = 1'-0"

GENERAL NOTES

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL REPORT ANY AND ALL DISCREPANCIES, ERRORS OR OMISSIONS TO THE ARCHITECT PRIOR TO COMMENCING WORK AND/OR ORDERING MATERIALS. MINOR DEVIATIONS, SUBJECT TO CONSTRUCTION REQUIREMENTS AND FIELD CONDITIONS CAN BE EXPECTED.
- DO NOT PROCEED WITH ANY WORK UNTIL ALL APPLICABLE PRODUCT DATA, SHOP DRAWINGS AND/OR SAMPLES HAVE BEEN REVIEWED BY ARCHITECT.
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS THAT AFFECT ANY BUILT-IN ITEMS SUCH AS EQUIPMENT, CASEWORK, FURNISHINGS, ETC. THESE VERIFIED DIMENSIONS SHALL BE REFLECTED IN THE SHOP DRAWINGS FOR EACH ITEM. KITCHEN CABINETS ARE EXISTING AND WILL BE PROVIDED BY OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE BLOCKING FOR ANY ITEM THAT REQUIRES IT (GRAB BARS, ETC.) AND SHALL PROVIDE ELECTRICAL POWER TO ANY ITEMS REQUIRING IT (HAND DRYERS, ETC.)

INTERIOR FINISHES

ALL INTERIOR WALLS: DRYWALL TAPED AND FLOATED WITH LIGHT SAND TEXTURE. PAINT WITH 1 COAT PRIMER AND 2 FINISH COATS.
DRYWALL- 5/8" USG SHEETROCK BRAND OR EQUAL.
JOINT COMPOUND- USG SHEETROCK ALL PURPOSE OR EQUAL.
PAINT- SHERWIN-WILLIAMS (SW) MULTI-PURPOSE LATEX PRIMER, SW CASHMERE INTERIOR ACRYLIC LATEX EGGSHELL SHEEN)
ALL CEILINGS: DRYWALL TAPED AND FLOATED WITH LIGHT SAND TEXTURE. PAINT WITH 1 COAT PRIMER AND 2 FINISH COATS OR EQUAL.
DRYWALL MATERIALS AND PAINT SAME AS FOR INTERIOR WALLS.
ALL FLOORS: EXPOSED CONCRETE. ENSURE BLEMISH-FREE SURFACE DURING CONCRETE FINISHING AND PROTECT DURING CONSTRUCTION.
ALL WOOD TRIM: 1x4 FOR CLEAR FINISH.
CLEAR FINISH- 2 COATS MINIWAX WATER-BASED OIL MODIFIED POLYURETHANE OR EQUAL.

EXTERIOR FINISHES

MATCH ALL EXISTING EXTERIOR MATERIALS AND COLORS. THIS INCLUDES, BUT NOT LIMITED TO, THE WOOD SIDING, THE MASONRY WAINSCOT, THE WINDOWS AND DOORS. PROVIDE SAMPLES FOR ARCHITECT'S APPROVAL.

B. Variety- Oolitic limestone.

C. Grade, Color, Finish, Cut and Masonry Pattern:

- Color varies. 60% Nicotine, 20% Buff and 20% Grey, unless otherwise indicated.
- Finish/Cut: Varies, mostly split-face but some rock-raw.
- Pattern: Refer to Architectural and Landscape Architecture drawings.

D. Available Source: Espinoza Stone, Jarrel, TX 512-923-1398 or Texas Stone Products Lometa, TX 325-628-3233.

- Cypress: D Select (Quality) grade; NELMA, NLGA, WCLIB, or WWPA.
- Shiplap Siding: Smooth-faced shiplap pattern with square edges, actual face width (coverage) and thickness as indicated on Drawings, measured at 15 percent moisture content.

DOORS AND WINDOWS

EXTERIOR DOORS (2- REQUIRED)

- JELD-WEN 36x80 STEEL FULL LITE INSWING PRIMED PREHUNG DOOR W/ BLINDS (Model #JW36MBFULLSTLNBMRHS)
- 3- BALDWIN 4"x4" SOLID BRASS BALL BEARING MORTISE HINGE, SATIN CHROME (Model 1041264)
- 1- KWIKSET HALIFAX KEYED LEVER AND Z58 DEADBOLT COMBO (156HFLROT-258ROT-26DS)

STANDARD THRESHOLD AND WEATHERSTRIPPING, IF REQUIRED.

INTERIOR DOORS (3- REQUIRED)

- JELD-WEN CLEAR GLASS 36x80 GLASS PANEL PASSAGE DOOR (Model: 1501)
- 3- BALDWIN 4"x4" SOLID BRASS BALL BEARING MORTISE HINGE, SATIN CHROME (Model 1041264)
- KWIKSET HALIFAX SINGLE CYLINDER KEYED LEVER SET (Model 156HFLROT-26DS)

WINDOWS (9 REQUIRED)

- JELD-WEN 48x30 INSULATED VINYL WINDOWS, PREMIUM VINYL (V-4500 SERIES)



New Parks & Recreation Office Addition

WIMBERLEY BLUE HOLE REGIONAL PARK

Wimberley, Texas 78676

100 Blue Hole Lane

ISSUED:

7/15/2021 Bidding Set

Project No.: TA-21-011

File: Parks

Drawn by: EKT/JS

Reviewed by: EKT

Date: 7/15/2021

REVISIONS

1	
2	
3	
4	

SHEET NUMBER:

A1.0

THESE STRUCTURAL DRAWINGS WERE PRODUCED BY THE ARCHITECT WITHOUT ANY STRUCTURAL ENGINEER'S CONSULTATION, BUT ARE BASED ON THE ORIGINAL BULK HEAD PROJECT WHICH THIS ARCHITECT WAS IN CHARGE OF. THE OWNER HAS ASSURED THE ARCHITECT THAT THE CITY OF WIMBERLEY DOES NOT REQUIRE A PROFESSIONAL ENGINEER TO ISSUE SEALED STRUCTURAL DRAWINGS, BUT SINCE THERE IS NO PROFESSIONAL ENGINEER TO ASSUME ANY LIABILITIES, THIS ARCHITECT MUST BE HELD HARMLESS OF ANY STRUCTURAL ISSUES THAT MIGHT ARISE BY NOT HAVING A PROFESSIONAL ENGINEER ON BOARD. BUT IN GOOD FAITH, THIS ARCHITECT FEELS CONFIDENT THAT THE STRUCTURAL DESIGN AND DETAILS CARRIED OVER FROM THE ORIGINAL PROJECT ARE STILL SAFE AND VALID.

DESIGN CRITERIA

- | | | |
|----|---------------------------|---------|
| 1. | LIVE LOADS: | |
| | ROOF | 20 PSF |
| 2. | WIND LOAD: | |
| | BASIC WIND SPEED VELOCITY | 115 MPH |
| | EXPOSURE CATEGORY | C |
| | OCCUPANCY CATEGORY | II |
| | IMPORTANCE FACTOR | 1.0 |

1. ALL CONCRETE WORK SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE SPECIFICATION, A.C.I. #301 AND BUILDING CODE REQUIREMENTS, A.C.I. #318, LATEST EDITION

2. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, UNLESS OTHERWISE NOTED, MUST FOLLOW THE A.C.I. "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE", A.C.I. #315, LATEST EDITION.

3. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AS FOLLOWS:

ALL CONCRETE	3,000 PSI
MINIMUM CEMENT CONTENT	4.5 SACKS/CY
MAXIMUM WATER/CEMENT RATIO	0.45
SLUMP RANGE	2" MIN. - 5" MAX.

FURNISH MIX DESIGN FOR ALL CLASSES OF CONCRETE. RETAIN A QUALIFIED TESTING LABORATORY TO MAKE CONCRETE CYLINDERS AND PERFORM COMPRESSIVE TESTS. A MINIMUM OF FOUR 4" X 8" FIELD CURED CYLINDERS SHALL BE TAKEN PER 50 CUBIC YARDS OF CONCRETE OR PER DAY POUR IF LESS, WITH ONE TEST AT 7 DAYS AND THREE AT 28 DAYS.

4. REINFORCING BARS SHALL BE NEW BILLET STEEL CONFORMING TO ASTM A-615, GRADE 60.
5. STANDARD PROTECTIVE COVER OF REINFORCING BARS UNLESS OTHERWISE NOTED SHALL BE

- WHERE CAST AGAINST DIRT OR FILL 3 IN.
EXPOSED TO EARTH OR WEATHER 2 IN.
6. AT CORNERS AND "T" INTERSECTIONS OF ALL BEAMS EXTEND 4 CORNER BARS EQUAL TO THE SCHEDULED STEEL IN THE ADJACENT BEAMS 2'-0" EACH WAY, 2 BARS TOP AND 2 BARS BOTTOM.

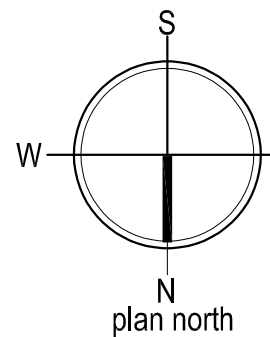
7. ALL ACCESSORIES SHALL BE IN ACCORDANCE WITH THE A.C.I. "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE", A.C.I. #315, LATEST EDITION

8. CONCRETE PLACED BY PUMPING SHALL MEET THE FOLLOWING REQUIREMENTS:

- d) COARSE AGGREGATE SHALL BE GRADED FROM A MAXIMUM OF 1" DOWN.
- e) MAXIMUM ALLOWABLE INCREASE IN CEMENT FACTOR SHALL BE 1/2 SACK PER CUBIC YARD OVER NORMAL MIX DESIGN.
- c) MAXIMUM WATER CEMENT RATIO WILL CONFORM TO REQUIREMENTS STATED IN NOTE 3 OF THIS SECTION. IF MORE WORKABILITY IS REQUIRED, AN ADMIXTURE MAY BE USED.
- d) MAXIMUM WEIGHT RATIO OF FINE AGGREGATES TO COARSE AGGREGATES SHALL NOT EXCEED 2/3.
- e) REFER TO A.C.I. #301, LATEST EDITION, SECTION 800, FOR OTHER PUMPING REQUIREMENTS.
- f) IN NO CASE SHALL CONCRETE BE PUMPED THROUGH AN ALUMINUM TUBE.

9. SHOP DRAWINGS SHALL BE PREPARED FOR ALL REINFORCING STEEL AND SUBMITTED FOR REVIEW BY ENGINEER. ENGINEERING DRAWINGS SHALL NOT BE REPRODUCED AND USED AS SHOP DRAWINGS.

10. DURING PLACEMENT OF CONCRETE, USE TREMIE OR OTHER MEANS TO LIMIT FREE-FALL OF CONCRETE TO 5'-0".



Scale: $\frac{1}{4}'' = 1'-0''$



Scale: $3/4" = 1'-0"$

ISSUED:

7/15/2021 BIDDING SET

Project No.: TA-21-011
File: Parks
Drawn by: EKT
Reviewed by: EKT
Date: 7/15/2021

1

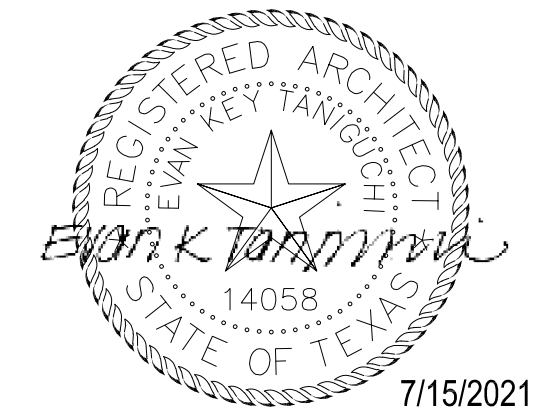
2

3

4

SHEET NUMBER

S1.0



New Parks & Recreation Office Addition
WIMBERLEY BLUE HOLE REGIONAL PARK
100 Blue Hole Lane
Wimberley, Texas 78676

ISSUED:
7/15/2021 BIDDING SET

Project No.: TA-21-011
File: Parks
Drawn by: EKT
Reviewed by: EKT
Date: 7/15/2021

REVISIONS
1
2
3
4

SHEET NUMBER:
MEP1.0

ELECTRICAL SPECIFICATIONS

PART 1: GENERAL

- 1-1 DESCRIPTION: Provide all materials, labor, equipment and tools for the installation of electrical and related work complete, including but not limited to distribution systems, lighting fixtures and lamps and testing of the complete system.
- 1-2 SUBMITTALS: Submit manufacturer's technical product data.
- 1-3 QUALITY ASSURANCE:
- A. Codes: The entire installation shall comply with the City of Austin Building Code, the National Electric Code, National Electrical Safety Code, OSHA, and any other governing agencies with jurisdiction.
- B. Permits and Inspections: The Contractor shall secure all permits and licenses required for the installation of this work. The Contractor shall also be responsible for all required inspections and shall pay all fees required by utility companies in connection with work of this Section.

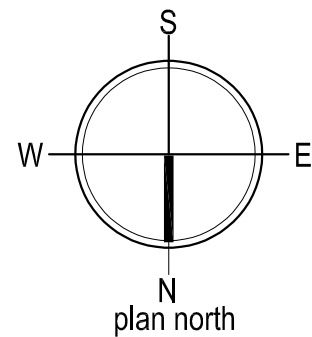
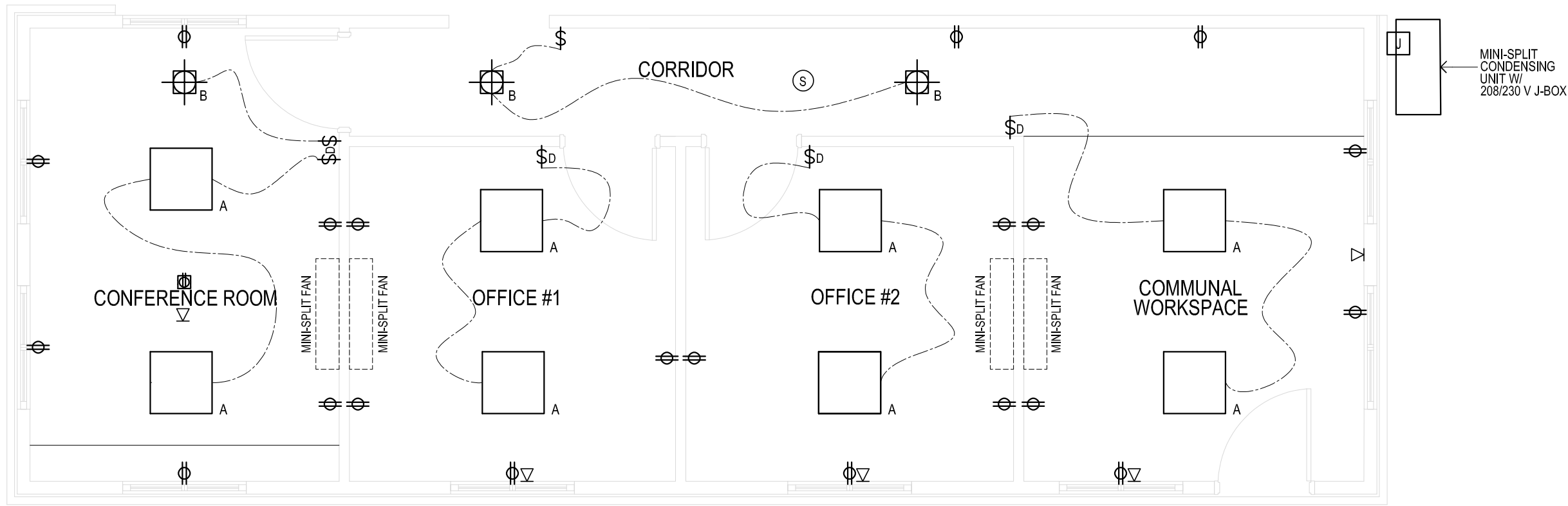
PART 2: PRODUCTS

- 2-1 GROUNDING:
- A. System Ground and Equipment Ground: As required by NEC Article 250.
- B. Grounding and Bonding Conductors Sizes: As required by NEC tables 250-94 and 250-95.
- 2-2 CONDUITS:
- A. Interior Locations: Electrical Metallic Tubing (EMT).
- B. Below Grade (encased in concrete): Rigid Non-metallic.
- C. All Other Applications: Rigid Steel.
- 2-3 WIRING:
- A. Copper Wire: Solid or stranded with THW or THWN insulation, sized as per NEC.
- 2-4 BOXES:
- A. Flush Device Boxes: Galvanized steel.
- B. Masonry boxes in masonry walls.
- C. Junction, Pull and Splice Wires: Galvanized steel as per NEC Article 370.
- 2-5 WIRING DEVICES:
- A. Receptacles: Back and side wired type as per UL 498 and FS W-C-596.
- B. Wall Switches: Back and side wired type as per UL 20 and FS W-S-896.
- C. Device Plates: 302 stainless steel.
- 2-6 FUSES: UL Class RK-5 time delay, current limiting.
- 2-7 PANELBOARD: As per UL 50 and 1984 NEC, 98% 1ACS conductivity copper bus; 120/208 rated breakers 10,000 rms symmetrical amperes; breakers shall be solidly bolted to the bus.
- 2-8 LIGHT FIXTURES:
- Type A: LED Flat Panel, flush-mount- 2 ft. x 2 ft. 48-Watt White Integrated Edge-Lit Flat Panel Flush Mount. Commercial Electric Model #FP2X2/4WY/WH/HDT or equal.
- Type B: 6 in White Flush Round Wet Rated LED Integrated Recessed Lighting. Commercial Electric Model #91515 or equal.

PART 3: EXECUTION

- 3-1 GENERAL: Install all electrical equipment in strict accordance with City of Austin Building Codes, NEC and UL standards.
- 3-2 INSTALLATION: Install all fixtures as per manufacturer's recommendations. Verify exact locations so as not to cause interference with piping, equipment and architectural treatment.
- 3-3 WORKMANSHIP: Install electrical equipment in a neat and secure manner. Unsightly installations shall be removed and replaced at the discretion of Architect without additional expense to the Owner.

END OF SECTION



ELECTRICAL PLAN

Scale: 1/4" = 1'-0"

ELECTRICAL SYMBOLS LEGEND

⌀	DUPLEX OUTLET	⌀ _D	LIGHT SWITCH (Ø DESIGNATES DIMMER)
⌚	FLOOR OUTLET	⌚ _B	RECESSED LIGHT FIXTURE
Ⓢ	THERMOSTAT	□ _A	LED FLAT PANEL (SURFACE MOUNT)
▽	ETHERNET OUTLET		
Ⓢ	SMOKE DETECTOR (HARDWIRE)		

ELECTRICAL NOTES

- ALL ELECTRICAL WORK SHALL CONFORM TO ALL APPLICABLE CODES WITHIN THIS PROJECT'S JURISDICTION. REFER TO ELECTRICAL SPECS.
- COORDINATE NEW ELECTRICAL POWER REQUIREMENTS WITH OWNER.

HVAC NOTES

- PROVIDE AND INSTALL MITSUBISHI 24000 BTU, 18.2 SEER, 208/ 230V, FOUR ZONE MINI SPLIT PACKAGE WITH WALL EVAPORATORS. MODEL: MXZ-4C38NA2-U1 4-MSZ-FS06NA
- PROVIDE POWER TO OUTDOOR CONDENSING UNIT AND TO EACH WALL EVAPORATOR.

WIMBERLEY BLUE HOLE REGIONAL PARK

New Parks and Recreation Office Addition

REQUEST FOR PROPOSAL

RFP #21-1001	Question/Clarifications Date: August 18, 2021
WIMBERLEY BLUE HOLE REGIONAL PARK New Parks and Recreation Office Addition	Bids Due: August 25, 2021, 3pm
RFP Issued: August 6, 2021	Tentative Contract Award: September 16, 2021
Pre-Bid Conference Date: August 18, 2021, 3pm	

Dates are subject to change. All changes will be reflected in Addendum to the RFP which will be posted on the Procurement Services webpage.

<u>RFP ISSUED BY</u> The City of Wimberley 221 Stillwater Road Wimberley, TX 78676	<u>CONTACT</u> Richard Shaver Director, Parks and Recreation (512) 660-9111 ext 209 rshaver@cityofwimberley.com
---	--

SECTION 1- INFORMATION FOR CONTRACTORS

1 PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Contractors to construct a 660sf office addition attached to the existing Blue Hole Bathhouse as per the Construction Documents produced by Taniguchi Architects.

1.1 BACKGROUND

In 2005, the City of Wimberley embarked on a mission to save the Blue Hole from the threat of residential development. After an unprecedented fundraising effort, the land was purchased by the City for use as a community park.

The City of Wimberley has since developed the 126-acre park for the enjoyment of residents, visitors, and future generations. It includes much needed recreational facilities for our growing community and showcases a true gem in the Texas Hill Country.

The Park includes approximately 4.5 miles of trails, picnic areas, a community pavilion, playscape, basketball court, sand volleyball court, amphitheater, and the Blue Hole Swimming Area. The entire park is open to visitors within the regular operating hours; however, swimming is only allowed during the designated swimming season.

The Park balances the needs of the Community while preserving and restoring the historic Blue Hole and surrounding ecosystems. The City hired Design Workshop to design the Park that was originally envisioned in a Master Plan led by the Lady Bird Johnson Wildflower Center in 2006.

SECTION 2 - KEY EVENTS

2.1 PRE-BID CONFERENCE:

2.2 QUESTION AND ANSWER PERIOD:

Prospective Contractors are encouraged to submit their questions to the USD procurement team before the RFP deadline. The Question-and-Answer period will be open through Wednesday August 18th 3:00PM. The City of Wimberley will accept only written questions from all potential Contractors in accordance with the procedures outlined in this RFP.

2.3 SUBMISSION OF BID PROPOSAL:

In order to be considered for award, the bid proposal must be received by the Procurement Services Department before or at the submission deadline indicated on the Cover Sheet. Please submit proposals to The City of Wimberley | 221 Stillwater Road | Wimberley, TX 78676 | attn: Richard Shaver

SECTION 3 - ADDITIONAL INFORMATION

3.1 ADDENDA:

In the event that it becomes necessary to revise the RFP, such clarification or revision will be by Addendum. All Addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP. Each Addendum will be emailed to all those who received a copy of the RFP. All prospective Contractors must acknowledge receipts of all Addenda with each proposal submitted.

3.2 CONTRACTOR RESPONSIBILITY:

The Contractor assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid closure because of a Contractor's failure to be knowledgeable as to all of the requirements of the RFP.

3.3 COST LIABILITY:

The City of Wimberley assumes no responsibility and bears no liability for costs incurred by a Contractor in the preparation and submittal of a bid proposal in response to this RFP. Submissions should be prepared simply and economically, providing a straightforward, concise description of Contractor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

4.0 SECTION 4 – PROPOSAL SUBMISSION

4.1 Three (3) hard copies of Contractor's Statement of Qualification are required along with a zip-drive containing a PDF of the entire Statement. All data shall be clearly and legibly written, preferably typed, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes must be initialed by the individual signing the proposal.

4.2 If your submission includes any comment over and above the specific information requested in this RFP, it should be included as a separate appendix to the RFP.

4.3 Proposals should be delivered to the City of Wimberley | 221 Stillwater Road | Wimberley, TX, 78676.

4.4. Proposals submitted will be evaluated by the City of Wimberley. The City reserves the right to reject any or all proposals submitted.

5.0 SECTION 5 – CONTRACTOR CONDUCT

5.1.1 During the RFP process (from release of the RFP to final award), Contractor is not permitted to contact any City of Wimberley officials and/or staff regarding this RFP, unless at the request of the City of Wimberley designated contact on the title page of the RFP or to fulfill pre-existing contractual obligations. Violation of these conditions may constitute immediate disqualification.

6.0 SECTION 6 – RESPONSE PREPARATION AND SUBMISSION

6.1.1 GENERAL: The Contractor is advised to thoroughly read and follow all instructions contained in this RFP, in preparing and submitting its bid proposal.

6.1.2 DOCUMENTS THAT MUST BE SUBMITTED WITH QUALIFICATIONS: The following must be submitted with all proposals.

- A. CONTACT INFORMATION/ OWNERSHIP DISCLOSURE FORM: The Contractor shall complete and submit within their proposal the Contact Information/ Ownership Disclosure Form. See Attachment titled Contact Information/ Ownership Disclosure Form.
- B. COMPANY PROFILE: Contractor shall complete and submit within their proposal their Company Profile. Refer to General Information Requirements.
- C. CONFLICT OF INTEREST FORM: The Contractor shall complete and submit within the proposal the Conflicts of Interest Form. See Attachment titled Conflicts of Interest.
- D. CERTIFICATE OF INSURANCE: The Contractor shall complete and submit within their proposal the Insurance Requirements. See Attachment titled Insurance Requirements.
- E. BID PROPOSAL: The Contractor shall complete and submit within their proposal their Bid Proposal. See Attachment titled Bid Proposal.
- F. SIGNATURE PAGE: Contractor shall complete and submit within the proposal the Ownership Disclosure Form. See Attachment titled Signature Page.

6.1.3 TERMS AND CONDITIONS: Any exception to the terms and conditions must be submitted with the proposal. See attachment titled Standard Terms and Conditions.

7.0 SECTION 7 - PROPOSAL EVALUATION

7.1.1 PROPOSAL EVALUATION COMMITTEE: Qualifications will be evaluated by a committee composed of members of the City of Wimberley and their Architect.

7.1.2 CLARIFICATION OF BID PROPOSAL: The City of Wimberley may require a Contractor to submit written responses to questions regarding their bid proposal or qualifications. The purpose of such communication with the Contractor is to provide an opportunity for the Contractor to clarify its bid. Original bid proposals submitted, however, cannot be supplemented, revised or corrected in any way.

7.1.3 EVALUATION CRITERIA: Contractors selected for selection for this project will be based on the following evaluation factors:

- Past Performance and related experience (0-20 points)
- Ability of personnel and company size (0-10 points)

- Contractor's location (within 50 miles of Wimberley) (0-10 points)
- Recent, current, and projected workload of the Contractor (0-10 points)
- Minimum of five (5) years' experience as a Contractor on projects of similar size and scope as this one. (0-20 points)
- Ability to perform the services within budget and schedule (0-20 points)
- Provides current proof of Contractor's license required insurance requirements (0-20 points)
- Total maximum score is 100 points.

7.1.1 Contractor must furnish satisfactory evidence of the company's ability to provide services in accordance with terms and conditions of this RFP. The City of Wimberley reserves the right to make the final determination as to the Contractor's ability to provide services requested herein before entering into any contract. A submission that is incomplete, unsigned, or does not contain the required information may result in disqualification of the Contractor.

8.0 SECTION 8 – TERMS AND CONDITIONS

8.1.1 AIA Document A201-2017 General Conditions of the Contract for Construction will serve as the Terms and Conditions for this RFP. Once a Contractor is selected, these General Conditions will be edited to custom fit this project and will be attached to the Owner-Contractor agreement.

GENERAL INFORMATION REQUIRED WITH EACH SUBMITTAL

General Information (Limit 30 Pages)

1. Provide a brief description of your firm, its history and ownership structure, and its number of employees. Also include any significant developments, or organization, ownership or financial structure changes that have occurred in the last three (3) years, or that you anticipate in the future.
2. Provide a summary of your firm's experience with projects similar in size and scope to this project. In describing the experience, you should name each client and the nature of the work performed, with specific reference to the (a) services provided and (b) the term of such services.
3. Briefly describe any unique qualifications of your company.
4. Briefly state your firm's ability to provide the required services in a timely manner.
5. Provide the names of the persons who will be the lead contact for the Contractor to answer questions regarding this RFP. Submit resumes for lead personnel.
6. Provide copies of your two (2) most recent audited financial statements. If audited financial statements are not available, please explain why and identify how the City of Wimberley can assess the financial condition of your firm.
7. Identify any sub-consultants or sub-contractors that you plan to utilize as part of your firm's proposed team.
8. Discuss any past civil or criminal legal investigations, litigations or regulatory action involving your firm or any of its employees that could impact your role or ability to serve as a Contractor for the City of Wimberley. If none, include a statement that there are no past or present civil or criminal legal

investigations, or pertinent litigation and or regulatory actions that could impact your firm's ability to serve in the required capacity.

9. Describe how Contractor approach safety and quality assurance in performance of required services.
10. Describe Contractor's approach to sustainability and any sustainable practices Contractor may employ in providing the services to the City of Wimberley.

CONTRACTOR CONTACT INFORMATION/ DISCLOSURE OF OWNERSHIP

Contractor's Company Name: _____

Company Owner: _____

Address: _____

Disclosure of Ownership: (List below the names of all Principals or Joint Owners. Use additional sheets as necessary.)

Name	Position With Company	Percent Ownership (%)

Please indicate any classification that applies to the company below (select all that apply):

- ☐ Small Business
- ☐ Historically Underutilized Business (HUB)
- ☐ Minority-Owned Business (MBE)
- ☐ Woman-Owned Business (WBE)

NUMBER OF YEARS FIRM HAS BEEN IN BUSINESS: _____

ACCOUNT MANAGER _____

TELEPHONE NUMBER _____

EMERGENCY NUMBER _____

EMAIL _____

OTHER CONTACT _____

CONTRACTOR BUSINESS REFERENCES

Please provide three (3) business references for contracts awarded of similar size and scope to the requirements of this RFP:

REFERENCE 1

Business Name: _____

Address: _____

Phone: _____ Fax: _____ e-mail: _____

Contact Person: _____ Title: _____

REFERENCE 2

Business Name: _____

Address: _____

Phone: _____ Fax: _____ e-mail: _____

Contact Person: _____ Title: _____

REFERENCE 3

Business Name: _____

Address: _____

Phone: _____ Fax: _____ e-mail: _____

Contact Person: _____ Title: _____

COMPANY NAME _____

REPRESENTATIVE SIGNATURE _____

REPRESENTATIVE PRINTED NAME _____

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

The Contractor shall furnish the Owner one copy each of Certificates of Insurance herein required for each copy of the Agreement, showing coverage, limits of liability, covered operations, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statement:

- 1] "The insurance coverage certified herein shall not be canceled or materially changed except after forty-five (45) days written notice has been provided to the Owner."

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain Worker's Compensation insurance during the life of this contract as required by applicable State law for all Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet, the Contractor shall require the subcontractor or sub subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub subcontractor's Workers which are covered under the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub subcontractor to provide Employer's Insurance in an amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The Contractor shall maintain liability insurance coverage "equal to the maximum liability amounts set forth by Texas Law. The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 2008 are:
\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$200,000 for property damage for a total minimum liability of \$1,000,000 per occurrence.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth by State of Texas Law. The insurance must remain in force for the life of the contract including all contract extensions and renewals. The limits effective July 1, 1992 are:

Bodily Injury- \$750,000 Each Occurrence

Property Damage- \$200,000 Each Occurrence

SUBCONTRACTOR'S AND SUB SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE

The Contractor shall either:

- 1] Require each subcontractor or sub subcontractor to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,

- 2] Ensure the activities of the subcontractors of sub subcontractors in the Contractor's Policy as required under this Article.

GENERAL: All insurance policies are to be issued by companies authorized to do business under the laws of the State of Texas and acceptable to the Owner.

The Contractor shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

CONFLICT OF INTEREST DISCLOSURE FORM

Company Name (Contractor) _____

Project Owner: The City of Wimberley

Project Name: New Parks and Recreation Office Addition

Project Number: #21-1001

As the representative responsible for submitting our Bid Proposal for the project referenced above, I have, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of our sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☐ NO REAL OR POTENTIAL CONFLICTS OF INTEREST

If no conflicts have been identified, complete and sign this form and include in your Bid Proposal.

☐ REAL CONFLICTS OF INTEREST OR THE POTENTIAL FOR CONFLICTS OF INTEREST

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, including the information requested on the reverse side of this form for the type of conflict being reported, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the City of Wimberley.

Print Name: _____

Title: _____

Signature: _____

Date: _____

BID PROPOSAL

The City of Wimberley New Parks and Recreation Office Addition RFP #21-1001

The undersigned Bidder having familiarized themselves with the Contract Documents, Site location, and conditions of the Work as prepared by Taniguchi Architects | 1609 West 6th Street | Austin, TX 78703 and offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, permits any other items required for the full completion/ construction of the New Parks and Recreation Office Addition at Blue Hole Regional Park.

TOTAL AMOUNT OF BASE BID: \$ _____ LUMP SUM
(use figures only)

The Base Bid amount is to be Stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Any alteration, erasure, or change must be clearly indicated and initialed by the Bidder. The Bidder agrees that if there are any discrepancies or questions in the figures, the Owner will use the lower figure despite the Bidder's intent.

ACKNOWLEDGE EACH ADDENDUM RECEIVED

- ☐ #1
- ☐ #2
- ☐ #3

Company Name: _____

Signature: _____

Title: _____

Business Address: _____

Date: _____

SIGNATURE PAGE

CITY OF WIMBERLEY OF SAN DIEGO REQUEST FOR PROPOSAL BID RESPONSE

RFP No. 21-1001

Blue Hole Regional Park- New Office Addition

This Bid Proposal MUST be received by the City of Wimberley before or at 3:00pm on August 25, 2021. Any proposal arriving at the Procurement Department after this submission due date and time will not be accepted.

Read the entire Request for Proposal, including all Terms, Conditions and Attachments. The following information must be submitted with the RFP response as Exhibits.

A- Bid Price Sheet	E- Contractor Business References
B- Contractor Contact Information	F- Proof of Insurance
C- Ownership Disclosure Form	G- Small Business Form
D- Conflict of Interest	

Provide the following information on this page.

Company Name: _____

Company Address: _____

Phone Numbers (landline and mobile) _____

Primary Contact: _____

Tax ID No. _____

Signature of Contractor: _____

Printed Name and Title: _____

Date: _____



AGENDA ITEM:	Friends of Blue Hole Agreement
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	7/30/21
MEETING DATE:	8/05/21

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to approve a MOU/ Agreement with the Friends of Blue Hole 501-c3 organization. This agreement has been reviewed and accepted by the Friends of Blue Hole organization and the City of Wimberley legal representation.

REQUESTED ACTION

Motion ☒

Discussion ☒

Ordinance ☐

Resolution ☐

Other ☐

FINANCIAL

Budgeted Item ☐ Original Estimate/Budget: \$

Non-budgeted Item ☒ Current Estimate: \$

Not Applicable ☐ Amount Under/Over Budget: \$

STAFF RECOMMENDATION

Staff recommends that council approve this item.

ATTACHMENT/S

AGREEMENT BETWEEN CITY OF WIMBERLEY AND FRIENDS OF BLUE HOLE

THIS AGREEMENT is entered into by and between the City of Wimberley, Texas (“City”) and the Friends of Blue Hole, a Texas nonprofit corporation (“FoBH”), as of the date of execution below.

RECITALS

- A. The City provides and maintains parks, open spaces and other recreation services and facilities. With these services and facilities, the City offers enriching active and passive recreation opportunities for the public, including both residents and non-residents of the City of Wimberley and the Wimberley Valley, all in accordance with applicable codes, ordinances, resolutions and policies.
- B. The FoBH is a Texas nonprofit corporation designated as tax exempt under Section 501(c)(3) of the Internal Revenue Code (tax exempt number XX-XXXXX). The FoBH is organized for the purpose of protecting, restoring and developing Blue Hole Regional Park as a recreational, educational and ecological resource for present and future generations.
- C. At the onset of the creation of the FoBH, both the City and the FoBH recognized the importance of outlining the mutual responsibilities and understandings of each party as they strive in concert to promote and protect Blue Hole Regional Park (Blue Hole Park) as a high-quality park with open spaces, recreational opportunities and environmental education opportunities for the Wimberley community and Valley.

AGREEMENT

In consideration of the mutual terms and conditions stated below, the City and the FoBH agree as follows:

1. FoBH’s Responsibilities:

1.1 Governance/Administration

- a. **Status as a 501 (c)(3) Organization.** The FoBH will annually file the appropriate documentation to ensure its continued status as a 501(c)(3) tax exempt corporation and will notify the City of any change in its status as a Texas nonprofit corporation or its tax exemption status as a 501 (c)(3) under the Internal Revenue Code. Providing proof of FoBH’s good standing will demonstrate sound business practices designed to protect the City from any liability.
- b. **Reports.** FoBH shall submit al financial report to the City upon request, however, such report shall not be requested more than once per year absent good cause.
- c. **Permits, Licenses etc.** The FoBH will obtain and pay for any necessary permits, licenses, special insurance, equipment, and inspections for FoBH programs, activities, or events, unless waived by the City.
- d. **Dissolution.** Upon dissolution, FoBH agrees to donate all remaining funds to the Meadows Foundation, Inc. In the event the Meadows Foundation is unable or unwilling to accept such

proceeds, FoBH agrees to donate all remaining funds to a nonprofit organization located within Hays County, Texas with a mission similar to that of FoBH or the Meadows Foundation with proper tax exemption under Section 501 (c)(3) of the Internal Revenue Code. In the event none of the listed dissolution distributions are possible, FoBH will return such funds to specific donors as arranged in the donation process between those parties.

1.2 Support and Coordination of Events, Projects and Other Park Related Matters:

- a. **Support.** The FoBH will endeavor to assist the City in fulfilling the City's responsibilities to provide high quality parks and recreation resources by providing funds, in-kind donations, sponsorships and the like for capital improvements, support and expansion of various Blue Hole Park amenities, programs and/or services offered by the City.
- b. **Designated Representative.** The FoBH will appoint a designated representative to coordinate and work with the City Staff on all Blue Hole Park related matters that the FoBH is involved with. The City will appoint that designee to a seat on the Parks Board.
- c. **Coordination with City.** The FoBH designated representative will submit all proposals and coordinate with the City regarding FoBH plans, programs, needs and projects. The FoBH may make proposals (projects, programs and facilities) to the City for projects and facilities in accordance with the Blue Hole Master Plan. FoBH project proposals will contain a description of the plan, costs, designated roles to be filled by FoBH and the City respectively, and reasonably anticipated annual maintenance costs, if any, following completion of the project. This Agreement will have no jurisdiction over or impact on previously existing MOU's (i.e., April Concerts in the Park Series).

1.3 Finances, Fundraising and Donor Information:

- a. **Conducting Fundraising Activities.** The FoBH will endeavor to conduct periodic fundraising, both general and project specific, for the purpose of obtaining charitable donations of funds, grants, services or property, to be used in supporting park activities and recreation at Blue Hole Regional Park, including any goals outlined in the Blue Hole Regional Park's Master Plan. The funds, services or property so raised may be used directly by the FoBH for these purposes or may be transferred to the City for use, as the FoBH may determine from time to time, but in any event, all funds, services or property so solicited and received shall be initially received by and accepted in the name of FoBH. The name of the City shall only be used for the purpose of explaining to prospective donors that this Agreement exists, where Blue Hole Park is located, and that it is owned and managed by the City of Wimberley. Prospective donors shall be advised that any such donation is being made to the FoBH and not directly to the City. Notwithstanding anything to the contrary contained in this Agreement, the FoBH will be entitled to use the FoBH's name for the purpose of such solicitations and to advise prospective donors that such a donation is being made to the FoBH for improvements, events or programs at Blue Hole Park.
- b. **Conduit for City Related Projects.** For any FoBH project approved by the City or any other Blue Hole Park project in which FoBH has committed to raise funds, the City agrees to allow FoBH to act as a conduit on behalf of the City, for contracting with other government agencies,

obtaining grants, or taking other actions in which, it is necessary that an organization with section 501 (c)(3) designation status act as the contractor, grantee, or otherwise. Any grant submitted by the FoBH under the authority of this subparagraph shall be in the name of FoBH. This applies only to FoBH related projects or fundraising activities; it being expressly understood that the City has the authority to proceed in whatever manner it determines on all projects which do not involve the FoBH.

- c. **Donor Information.** The FoBH shall be under no obligation to provide donor information, including contact information, to the City or any other third party and such information shall be kept confidential by the FoBH as requested by donors or as deemed appropriate under the circumstances by the FoBH.
- d. **Legacy Gift Program.** The FoBH will retain the right to market naming rights to any feature, improvement or other object built with funds raised by the FoBH only in accordance with the Council-approved Naming Policy.

1.4 Insurance:

General Liability Insurance. The FoBH shall maintain, for every FoBH event or project, general liability insurance of the type and in the amount as well as fully as reasonably possible protect the City from claims of any and all kind or nature for damage to property or for bodily injury or death made or brought by any person, which may arise from the work or actions taken in performance of the Agreement, either by the FoBH or its Board Members, employees, agents, contractors or consultants, or volunteers. The FoBH will provide a Certificate of Liability Insurance naming the City as additionally insured annually with the intent to cover all FoBH programs, events and initiatives held at Blue Hole Regional Park, 100 Blue Hole Lane, Wimberley, Texas 78676.

2. City's Responsibilities.

2.1 Annual Events and Promotion:

- a. **Access to Blue Hole Park.** The City will make every effort to provide the FoBH access to Blue Hole Regional Park to host 4 annual events without charging FoBH facility or park reservation fees. City staff must be provided with a written proposal and plan from the FoBH detailing the event.
- b. **Promoting FoBH Events.** The City will make Blue Hole Park facilities available to promote and/or advertise FoBH events, meetings, and/or products, as determined appropriate by the City. Promotion or advertising under this subparagraph may include but is not limited to providing a link to the FoBH's website from the City's website or in City newsletter, brochure, and electronic social media sites or posting advertisements at the City's facilities. 400 swim passes will be provided to the FoBH annually to be used for the next year. These passes are given for the sole purposes of promoting Blue Hole Park and FoBH membership and may not otherwise be used for monetary gain.

2.2 Projects:

- a. **Identifying and Meeting the Needs of the Park.** The City may identify needs for the Blue Hole Park and establish plans to fulfill those needs. If funds are necessary for the project and the FoBH determines that the project does not meet its funding guidelines and or does not otherwise support the project, the City may proceed with the project independently from the FoBH and secure its own funding sources, grants, and donations to complete such project. In that regard, the FoBH agrees that it will not interfere with the efforts to raise funds or complete the project. The FoBH reserves the right to disagree with such projects without interfering or being deemed to be interfering with such projects.
- b. **Use of Funds Received from FoBH.** For those projects in which the FoBH conducts the fundraising for certain designated projects, the City agrees to use funds donated or raised by the FoBH only in accordance with grantor/donor intent and state law and agrees to coordinate implementation/execution with the grantor/donor, and FoBH. The grantor or donor, or the FoBH, and the City will enter into a contractual agreement that outlines any requests by grantor, donor or the FoBH for the use of the funds and any reporting requested. In the contractual agreement the grantor, donor or the FoBH, and the City, will expressly agree that if the City does not use the donated or granted funds in accordance with the grantor's requests, that grantor, donor or the FoBH, and the City, understand that such funds shall be returned to same. "Grantor" and "Donor" are used interchangeably to mean the person, institution or government agency that provides the funds.
- c. **City Initiated Projects.** The City shall, on an as needed basis, provide proposals for funding that meet the FoBH's funding guidelines and/or the Blue Hole Regional Park's Master Plan. The City shall also provide general advice and support to the FoBH regarding City fundraising to address Blue Hole Park needs. If the City approves a project proposal from FoBH, the City will cooperate in carrying out the Project.
- d. **Cooperation by City.** The City will cooperate with the FoBH in carrying out any FoBH fundraising or other FoBH projects approved by the City.

2.3 Scope of Authority:

- a. The final authority for decisions affecting all activities that occur in or on the Blue Hole Park, or that otherwise affect the operation of the park, or any of its programs, construction, and services, rests with the City.

2.3 Annual Meeting:

- a. The Parks Board will initiate an annual planning meeting with FoBH to facilitate future plans and other issues regarding Blue Hole Park. The outcome and findings from such annual meeting will be presented to the City Council.

2.4 Maintenance:

- a. The City agrees to provide upkeep and maintenance for all in-kind gifts, and any capital improvements donated to the City from FoBH initiatives if specified in the initial proposal. Such upkeep and maintenance will be based upon, but not entirely dependent upon, FoBH's initial project proposal and budget specifics regarding maintenance and upkeep for any capital improvements as presented by FoBH.

2.5 Donations to City and Reporting:

- a. **Donations to City for Blue Hole.** Monetary donations given directly to the City “for” or “at” Blue Hole Park are the property of the City of Wimberley, and the City will attempt to apply such donations toward the Blue Hole Park donation fund and utilize such funds for public recreation and programs in accordance with State Statute. Similarly, for in-kind donations for Blue Hole Regional Park given directly the City, the City will attempt to apply such donations toward the Blue Hole Park.
- b. **Accounting Report Disclosing Use of Donations.** The City shall provide the FoBH with an accounting report on the use of funds donated to the City by the FoBH at such times as are reasonably requested in writing by the FoBH, and as required by any agreement between the City and the grantor/donor.

3. Term of Agreement

3.1 Term and Termination.

- a. **Term.** The term of this Agreement shall commence upon the date that the last party executes this Agreement and shall continue for four years. Upon conclusion of the initial four-year terms, this Agreement shall automatically be renewed for an additional four- year term, unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then current term.
- b. **Termination.** Either party may terminate this Agreement at any time, with or without cause, by giving written notice of termination to the other party at least ninety (90) day prior to the effective date of termination.

4. Miscellaneous

4.1 Notice. All notices to be given by either party to the other pursuant to this Agreement shall be delivered in person, by e-mail or deposited in the United States mail, properly addressed, postage fully prepaid, for delivery by certified or registered mail, return receipt requested. Notices given by personal delivery or by e-mail shall be deemed effective upon receipt (provided notice by e-mail is on a business day and receipt is acknowledged); notices given by mail shall be deemed effective on the third business day after deposit. Notices shall be given to the following addresses and facsimile numbers, until further notice by either party:

City of Wimberley
Attn: _____
221 Stillwater Rd.
Wimberley, TX 78676

Friends of Blue Hole
Attn: _____
PO Box
Wimberley, TX 78676

4.2 Governing Law; Severability This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any court of competent jurisdiction shall determine that any

portion of this Agreement is unenforceable, then, to the extent possible, the remaining portions hereof shall be unaffected thereby.

4.3 Venue. Venue for any action that may be brought as a result of any dispute between the parties arising out of this Agreement shall be in the Hays County Texas.

4.4 Integration/Amendments. This Agreement constitutes the full and complete expression of the agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous offers, negotiations or agreements between the parties. Any amendment or modification to any of the terms of this Agreement shall be in writing, signed by the parties.

4.5 Authority. Each person executing this Agreement on behalf of a party warrants that the person is fully authorized and empowered to do so, that the party has the power and actual authority to enter into this Agreement, and that the Agreement binds the party to the terms and conditions stated herein.

4.6 No Assignment without Consent. This Agreement may not be assigned without the consent of the non-assigning party.

4.7 Certification of 501 (c)(3). By executing this Agreement FoBH certifies that it is a Texas nonprofit corporation with proper tax exemption under section 501 (c)(3) of the Internal Revenue Code.

4.8 Indemnity and Independent Contractor Status of FoBH.

FoBH COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES OF THE OWNER, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO FoBH'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF FoBH, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR OF FoBH, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT

APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. IN THE EVENT FoBH AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. FoBH shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or FoBH known to FoBH related to or arising out of FoBH activities under this contract and shall see to the investigation and defense of such claim or demand at FoBH's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving FoBH of any of its obligations under this paragraph.

CITY OF WIMBERLEY

FRIENDS OF BLUE HOLE

BY: _____
CITY ADMINISTRATOR

BY: _____
EXECUTIVE DIRECTOR

DATE: _____

DATE: _____

&

BY: _____
ANDREW WEBER
FRIENDS OF BLUE HOLE CHAIR

DATE: _____

ORDINANCE NO. 2021-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS; REPEALING AND REPLACING CHAPTER 12, UTILITIES, ARTICLE 12.02, WATER AND SEWER, DIVISION 4, SEWER UTILITY PROTECTION, SEC. 12.02.106 GREASE TRAPS AND GREASE INTERCEPTORS OF THE CITY OF WIMBERLEY CODE OF ORDINANCES; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES; AND PROVIDING FINDINGS REGARDING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT

WHEREAS, the City Council of the City of Wimberley, Texas hereby determines that it is in the best interests of the citizens of the City of Wimberley to update its regulation of facilities that discharge fats, oils, and grease (FOG) in their wastewater flow; and

WHEREAS, the City Council hereby finds that such regulations are necessary in order to protect the public health, the sanitary sewer system, and the environment and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code S 1251 et seq.).

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

Section 1. Sec. 12.02.106 Grease traps and grease interceptors of Article Division 4, Sewer Utility Protection, Article 12.02 Water and Sewer of CHAPTER 12, UTILITIES of the City of Wimberley Code of Ordinances is hereby repealed and replaced with the following:

“Sec. 12.02.106 Fats, Oils and Grease Regulations

(a) General Provisions

The purpose of this section is to outline the wastewater pretreatment requirements for Food Preparation-Service Facility and other commercial facilities that discharge fats, oils, and grease (FOG) in their wastewater flow. All new and existing facilities that generate and discharge FOG in their wastewater flow shall install, operate, and maintain a FOG pretreatment system. In order to protect public health, the sanitary sewer system, and the environment, this ordinance sets forth uniform requirements for FOG generators and grease trap waste transporters operating in the City of Wimberley and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code S 1251 et seq.). The objectives of this section are:

- (1) To establish uniform requirements for preventing FOG laden waste into the City of Wimberley owned Sewer System and to enable the City to comply with all applicable federal and state laws. The primary objective is to prevent the introduction of FOG into the Publicly Owned Treatment Works that will reduce accumulations, that could result in overflows and blockage.

- (2) To promote the proper maintenance of grease traps/interceptors; and,
- (3) To ensure the proper handling, disposal, transport and tracking of grease trap waste.
- (4) To enable the City to meet Federal, State and Local Pollutant Discharge limits.
- (5) To prevent the introduction of FOG that could interfere with the treatment process units and possibly pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters.
- (6) To prevent Sanitary Sewer Overflow which can contaminate the ground, local water bodies and any property contacting the sewage.

(b) Administration: The City Utility Manager shall administer, implement, and enforce the provisions of this ordinance and is authorized to promulgate such policies, guidelines and procedures as shall be reasonable and necessary to carry out its provisions. Any powers granted to or duties imposed in this ordinance upon the City Utility Manager shall reside with the City Administrator, who may delegate same to other city personnel.

(c) Applicability and Prohibitions:

- (1) This ordinance shall apply to all non-domestic users of the Publicly Owned Treatment Works (POTW), as defined in Section 2 of this Ordinance.
- (2) Residential users and Food Service-Sales Facilities do not require traps/interceptors.
- (3) Each generator shall install, use, and maintain an appropriate grease trap/interceptor as required in the City of Wimberley FOG Guidelines and Procedures.
- (4) No Facility may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment, or that would otherwise be removed with a properly sized, installed, operated and maintained grease trap/interceptor.

(d) Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this section, shall have the meanings hereinafter designated.

Act: Refers to the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

BOD: The value of the 5-day test for Biochemical Oxygen Demand.

City of Wimberley FOG Guidelines and Procedures: The detailed document prepared and provided by the City to aid generators, transporters, and non-domestic users in implementation of the FOG Ordinance.

Disposal Site: A permitted site or part of a site at which grease trap waste is processed, treated, and/or intentionally placed into or on any land and at which the waste will remain after site closure.

EPA: The United States Environmental Protection Agency.

Fats, Oils, & Grease (FOG): Fats, oils, and grease (FOG) means substances such as vegetable or animal products that are used in, or are byproducts of, the cooking or food preparation process, and that turn or may turn viscous or solidify with a change in temperature or other conditions.

Food Preparation-Service Facility (Facility): Any facility generating fats, oils, or grease as a result of food preparation and food service to include, but not limited to, restaurants, cafeterias, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for human consumption

Food Service-Sales Facility: Any facility in which foods are provided pre-wrapped such as pre-packaged sandwiches or similar foods, candies, and containerized beverages.

Generator: Any person who owns or operates a grease trap/interceptor at a Food Preparation-Service Facility, or whose act or process produces grease trap waste at a Food Preparation-Service Facility.

Grease/ Grit Reducing Device (GRD): Grit Reducing Device is the structure used to screen the sand, silt and grit from entering the sewer system.

Grease Trap or Interceptor: A passive tank installed outside a building and designed to remove fats, oils, and grease from flowing wastewater while allowing wastewater to flow through it, and as further defined herein. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system.

Interference: A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the City's TPDES permit.

pH: The measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

POTW or Publicly Owned Treatment Works: The treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For purposes of this Ordinance, the terms "sanitary sewer system" and "POTW" may be used interchangeably.

TCEQ: The Texas Commission on Environmental Quality, and its predecessor and successor agencies.

TPDES: Texas Pollutant Discharge Elimination System (TPDES) is a regulatory program to control discharges of pollutants to surface waters.

Transporter: A person or entity who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 Texas Administrative Code §312.142.

TSS: The value of the test for Total Suspended Solids.

Wetted Height: Sum of height of accumulated suspended FOG and settled solid in an interceptor.

(e) Guidelines and Procedures

The City of Wimberley FOG Guidelines and Procedures are attached hereto as Exhibit A, and shall be incorporated by reference into this section, and are hereby approved by the City Council and shall be kept on file with the City Secretary, as amended by City Council from time to time.

(f) Installation and Maintenance

(1) Installation of Interceptor:

(A) *New Facilities*: Upon the effective date of this Ordinance, Newly proposed or constructed, or existing facilities which will be expanded or renovated, shall be required to install, operate and maintain Grease Interceptor or Grease Trap according to the requirements of the City of Wimberley. All new regulated establishments shall be required to complete and submit a grease management facility plan prior to commencing discharge to the Publicly Owned Sewer System.

(B) *Existing Facilities*: Existing grease trap/interceptors must be operated and maintained in accordance with this Section and the City of Wimberley FOG Guidelines and Procedures. They shall be required to design, install, operate, and maintain interceptor in accordance with this section when either of the following criteria apply:

1. Renovation or expansion of an existing Food Preparation-Service Facility in the following instances: (1) a grease trap/interceptor is non-existent, or (2) a grease trap/interceptor is non-compliant with current FOG Guidelines and Procedures and has a history of non-compliance.
2. Addition of a Food Preparation-Service Facility to an existing structure.
3. The existing facility is sold or undergoes a change of ownership.
4. The facility has an undersized, irreparable, or defective grease interceptor.
5. If prior to the issuance of a certificate of occupancy, an existing facility has lost its non-conforming use status due to vacancy, any grease trap/interceptor shall be required to be compliant with current FOG Guidelines and Procedures before a new certificate of occupancy can be issued.
6. The City Utility Manager finds the facility to be contributing oils and grease in quantities (more than 100 mg/L) to cause line stoppages, grease buildup.

(C) *Approval*: Grease trap/interceptors shall be subject to plan review and approval by the City prior to construction/installation. Grease trap/interceptors shall be installed and inspected prior to the issuance of a certificate of occupancy and a food permit. The Existing facility does not need to be replaced if the existing grease trap/ interceptor under meets all the following criteria:

1. The existing interceptor was in compliant at the time of original construction.
2. The facility has not increased its footprint by more than 50%.
3. The facility does not have history of non-compliance.
4. There is no change of ownership or occupancy.

(D) *Single Certificate of Occupancy*: Grease trap/interceptors shall be installed pursuant to a single certificate of occupancy. No person or persons shall allow the use of a single grease trap/interceptor by more than one business as defined by a certificate of occupancy without prior written approval from the City.

(g) Cleaning and Maintenance of Interceptors:

(1) *Cleaning Requirements:*

- (A) A generator shall have all grease trap waste cleaned from the grease trap/interceptor and picked up by licensed transporter unless the generator participates in the self-cleaning program as described in the City of Wimberley FOG Guidelines and Procedures. The grease trap waste should be properly disposed at the disposal site unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter arrange for additional transportation capacity so that the trap is fully evacuated in accordance with federal, state and local regulations.
- (B) Each pump-out of a grease interceptor must be accompanied by a manifest to be used for recording keeping purposes. Manifests shall be maintained on file by the generator and transporter as per 30 Texas Administrative Code 312.145.
- (C) Existing grease traps/interceptors (50 gallons or less) may be allowed to participate in the self-cleaning program as explained in the City of Wimberley FOG Guidelines and Procedures.

(2) *Cleaning Schedules:*

- (A) Grease trap/interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; that the discharge is in compliance with the BOD, TSS, FOG, and/or pH limits promulgated in the City of Wimberley FOG Guidelines and Procedures; and, to ensure that no visible grease is observed in the discharge.
- (B) Grease trap/interceptors (more than 50 gallons) shall be completely evacuated at a minimum of every ninety (90) days, or more frequently when:
 - 1. Twenty-five (25) percent or more of the wetted height of the grease trap/interceptor, as measured by approved dipping method from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases;
 - 2. The discharge exceeds the BOD, TSS, FOG, pH, or other pollutant levels limits as per the City of Wimberley FOG Guidelines and Procedures or,
 - 3. If there is a history of non-compliance with City of Wimberley FOG Ordinance.
- (C) Grease trap/interceptors (50 gallons or less) shall be cleaned and maintained according to the City of Wimberley FOG Guidelines and Procedures.
- (D) Owner of a grease trap/interceptor can request the exception of the required pumping frequency of their interceptor in a written application submitted to the city. The application shall include the next date and time the owner intends to have its Grease Interceptor pumped and cleaned and an affidavit from the owner that it shall permit no further pumping or cleaning of the Grease Interceptor until the City Utility Manager has completed the evaluation and notified the appropriate pumping frequency to be established. In addition, the waiver request may include professional comments from the transporter regarding the performance of the grease trap/interceptor. These comments will provide additional insight to the City when reviewing the request. The City may grant an extension for the required cleaning frequency on a case-by-case basis when:
 - 1. The owner demonstrated the existing trap will produce an effluent with minimal amount of FOG concentration (100mg/L) along with the consistent compliance with the BOD, TSS, FOG, or pH within the city acceptable limit.
 - 2. The total wetted height of the interceptor is less than 25 percent, as measured from the bottom of the device to the invert of the outlet pipe.
- (E) In any event, a grease trap/interceptor shall be fully evacuated, cleaned, and inspected at least once every 365 days.

- (F) If a generator stops operation of a food preparation-service facility, the grease trap/interceptor at the facility shall be properly cleaned within 30 days of the facility being vacated.

(h) Administrative Authority

The City Utility Manager shall have the right to access all parts of the premises of any Generator or Transporter during regular business hours to determine whether the Generator or Transporter is complying with this Section and the City of Wimberley FOG Guidelines and Procedures. The City Utility Manager should be allowed to inspect, sample, and perform any other duties to as required by the section. Any unreasonable delays in allowing the City Utility Manager to access the Generator's premises shall be a violation of this Section. The failure of refusal to comply with these provisions shall be grounds for enforcement action."

Sec. 12.02.106—Grease traps and grease interceptors

~~(a) Applicability and prohibitions.~~

~~(1) This division shall apply to all nondomestic users of the publicly owned treatment works (POTW).~~

~~(2) Grease traps or grease interceptors shall not be required for residential users.~~

~~(3) Facilities generating fats, oils, or greases as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or interceptors as required in subsection (b) below. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.~~

~~(4) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the city's sewer system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.~~

~~(b) General requirements.~~

~~(1) New facilities. Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with the city's plumbing codes or other applicable ordinances. Grease traps/interceptors shall be installed and inspected prior to issuance of a certificate of occupancy.~~

~~(2) Existing facilities. Existing grease traps/interceptors must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with this division, unless specified in writing and approved by the city.~~

~~(3) Disposal of waste. All grease trap/interceptor waste shall be properly disposed of at a facility in accordance with federal, state, or local regulations.~~

~~(c) Cleaning and maintenance.~~

~~(1) Grease traps and grease interceptors shall be maintained in an efficient operating condition at all times.~~

~~(2) Each grease trap pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour~~

~~period, in accordance with 30 Texas Administrative Code section 312.143.~~

~~(d) — Self-cleaning.~~

~~(1) — Grease trap self-cleaning operators must receive approval from the city annually prior to removing grease from their own grease trap(s) located inside a building, provided:~~

~~(A) — The grease trap is no more than 50 gallons in liquid/operating capacity;~~

~~(B) — Proper on-site material disposal methods are implemented (e.g., absorb liquids into solid form and dispose into trash);~~

~~(C) — The local solid waste authority allows such practices;~~

~~(D) — Grease trap waste is placed in a leak-proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and~~

~~(E) — Detailed records on these activities are maintained.~~

~~(2) — Grease trap self-cleaning operators must submit a completed self-cleaning request to the city for approval. The written request shall include the following information:~~

~~(A) — Business name and street address;~~

~~(B) — Grease trap/interceptor operator name, title, and phone number;~~

~~(C) — Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and~~

~~(D) — Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.~~

~~(3) — Self-cleaners must adhere to all the requirements, procedures and detailed recordkeeping outlined in their approved application, to ensure compliance with this division. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:~~

~~(A) — Date the grease trap/interceptor was serviced;~~

~~(B) — Name of the person or company servicing the grease trap/interceptor;~~

~~(C) — Waste disposal method used;~~

~~(D) — Gallons of grease removed and disposed of;~~

~~(E) — Waste oil added to grease trap/interceptor waste; and~~

~~(F) — Signature of the operator after each cleaning that certifies that all grease was removed and disposed of properly, the grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.~~

~~(4) — Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.~~

~~(e) — Cleaning schedules.~~

~~(1) — Grease traps and grease interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor, to ensure the discharge is in compliance with local discharge limits, and to ensure no visible grease is observed in discharge.~~

~~(2) — Grease traps and grease interceptors subject to these standards shall be completely evacuated a minimum of every 90 days, or more frequently when:~~

~~(A) — Twenty-five percent or more of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe,~~

~~contains floating materials, sediment, oils or greases;~~

~~(B) — The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the city or GBRA; or~~

~~(C) — If there is a history of noncompliance.~~

~~(3) — Any person who owns or operates a grease trap/interceptor may submit to the city a request in writing for an exception to the 90-day pumping frequency of their grease trap/interceptor. The city may grant an extension for required cleaning frequency on a case-by-case basis when:~~

~~(A) — The grease trap/interceptor owner/operator has demonstrated the specific trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge limits such as BOD, TSS, FOG, or other parameters as determined by the city or GBRA; or~~

~~(B) — Less than 25% of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.~~

~~(4) — In any event, a grease trap and grease interceptor shall be fully evacuated, cleaned, and inspected at least once every 180 days.~~

~~(f) — Manifest requirements.~~

~~(1) — Each pump-out of a grease trap or interceptor must be accompanied by a manifest to be used for recordkeeping purposes.~~

~~(2) — Persons who generate, collect and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:~~

~~(A) — Name, address, telephone, and commission registration number of the transporter;~~

~~(B) — Name, signature, address, and phone number of the person who generated the waste and the date collected;~~

~~(C) — Type and amount(s) of waste collected or transported;~~

~~(D) — Name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;~~

~~(E) — Date and place where the waste was deposited;~~

~~(F) — Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;~~

~~(G) — Name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;~~

~~(H) — The volume of the grease waste received; and~~

~~(I) — A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.~~

~~(3) — Manifests shall be divided into five parts and records shall be maintained as follows:~~

~~(A) — One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.~~

~~(B) — The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.~~

- ~~(C) — One part of the manifest shall go to the receiving facility.~~
- ~~(D) — One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.~~
- ~~(E) — One copy of the manifest shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility.~~
- ~~(F) — One part of the manifest shall go to the city.~~
- ~~(4) — Copies of manifests returned to the waste generator shall be retained for five years and be readily available for review by the city or GBRA.~~
- ~~(g) — Alternative treatment.~~
- ~~(1) — A person commits an offense if the person introduces, or causes, permits, or suffers the introduction of, any surfactant, solvent or emulsifier into a grease trap. Surfactants, solvents, and emulsifiers are materials which allow the grease to pass from the trap into the collection system, and include but are not limited to enzymes, soap, diesel, kerosene, terpene, and other solvents.~~
- ~~(2) — It is an affirmative defense to an enforcement of subsection (g)(1) above that the use of surfactants or soaps is incidental to normal kitchen hygiene operations.~~
- ~~(3) — Bioremediation media may be used with the city's approval if the person has proved to the satisfaction of the city that laboratory testing which is appropriate for the type of grease trap to be used has verified that:~~
- ~~(A) — The media is a pure live bacterial product which is not inactivated by the use of domestic or commercial disinfectants and detergents, strong alkalis, acids, and/or water temperatures of 160°F (71°C).~~
- ~~(B) — The use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer.~~
- ~~(C) — The use of the bioremediation media does not cause foaming in the sanitary sewer.~~
- ~~(D) — The BOD, COD, and TSS discharged to the sanitary sewer after use of the media does not exceed the BOD, COD, and TSS which would be discharged if the product were not being used and the grease trap was being properly maintained. pH levels must be between 5 and 11.~~
- ~~(4) — All testing designed to satisfy the criteria set forth in subsection (g)(3) above shall be scientifically sound and statistically valid. All tests to determine oil and grease, TSS, BOD, COD, pH and other pollutant levels shall use appropriate tests which have been approved by the EPA and the TCEQ and which are defined in 40 C.F.R. part 136 or title 30 Texas Administrative Code section 319.11. Testing shall be open to inspection by the city, and shall meet the city's approval.~~

Section 2. Savings.

The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section 3. Severability.

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

Section 4. Repealer.

The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance.

Section 5. Effective Date.

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

Section 6. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

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

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

Gina V. Fulkerson, Mayor

ATTEST:

Laura J. Calcote, City Secretary

APPROVED AS TO FORM:

City Attorney



~~EXHIBIT A~~

City of Wimberley, Texas Fats, Oils, & Grease (FOG) Guidelines and Procedures

I. General

- A. Purpose and Objectives: The purpose of this document is to aid in the implementation of the FOG Ordinance.
- B. Administration: The City Administrator, or his designee, shall administer, implement, and enforce this document in conjunction with the FOG Ordinance.
- C. Applicability: All applicability and prohibitions criteria as described in the FOG Ordinance are valid within this document and are incorporated herein.
- D. Definitions: All definitions in the FOG Ordinance are applicable to this document and are incorporated herein.
- E. Approval: All modifications and changes to this document shall be approved by the City Council.

II. Installation Requirements

A. New Facilities

A grease trap/interceptor and sampling device for a new Food Preparation-Service Facility shall be designed, installed, operated, and maintained in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City for review and approval prior to installation. The grease trap/interceptor and sampling device shall be inspected and approved prior to issuance of a Certificate of Occupancy and food permit.

B. Existing Facilities

- 1. Existing grease trap/interceptors must be operated and maintained in accordance with the FOG Ordinance and this document.
- 2. All facilities will be required to update their grease trap/interceptor in accordance with the FOG Ordinance and this document when any of the following conditions apply:
 - a. Renovation or expansion of an existing Food Preparation-Service Facility in the following instances: (1) a grease trap/interceptor is non-existent, or (2) an existing grease trap/interceptor is non-compliant with current FOG Guidelines and Procedures and has a history of non-compliance.

- b. Addition of a Food Preparation-Service Facility to an existing structure
 - c. If prior to the issuance of a certificate of occupancy, an existing facility has lost its non-conforming use status due to vacancy, any grease trap/interceptor shall be required to be compliant with current FOG Guidelines and Procedures before a new certificate of occupancy can be issued.
- 3. Notwithstanding Item 2 above, if an existing facility has a grease trap/interceptor that was compliant at the time of original construction, is in good working order, the facility is not increasing its footprint by 50% or more, and the facility does not have a history of non-compliance, a change of ownership or occupancy shall not require the facility to replace the existing grease trap/interceptor with one compliant with the City's current FOG Guidelines and Procedures.
 - 4. Facilities which meet one or more of the requirements of II.B.2 above shall design, install, operate, and maintain a grease trap/interceptor and sampling device in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City for review and approval. The grease trap/interceptor and sampling device installation shall be inspected and approved prior to issuance of a Certificate of Occupancy and food permit.
 - 5. Any existing Food Preparation-Service Facility that does not already have a grease trap/interceptor shall design, install, operate, and maintain a grease trap/interceptor and sampling device in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City within 90 days of the effective date of the FOG Ordinance. Upon approval, the grease trap/interceptor and sampling device shall be installed within 180 days. Upon written request of the generator, the City official may at his or her sole discretion issue an extension of up to an additional 90 days.
 - 6. A flow control device controls the rate of flow through a grease trap/interceptor (50 gallons or less) so that the grease has sufficient time to cool and separate from the wastewater. Without such a device, a grease trap/interceptor (50 gallons or less) cannot function properly. Existing grease trap/interceptors (50 gallons or less) that do not have a flow control device shall be required to design, install, operate, and maintain such a device in accordance with the FOG Ordinance and this document.

C. Sizing Requirements

- 1. Sizing methods described herein are intended to afford the City's sanitary sewer system a minimum degree of protection from grease. Sizing determinations are based on

operational data provided by business owners or their contactors. In approving a Generator's grease trap/interceptor design plan, the City does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under the FOG ordinance and this document. It is the responsibility of the Generator to insure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations.

2. Acceptable grease trap/interceptor sizing shall be accomplished as follows:

- a. Sizing according to formula Method A below.
- b. Where sizing formulas result in a calculated grease trap/interceptor volume of less than 1,000 gallons, a grease trap/interceptor volume of 1,000 gallons will be required for the installation. Under no circumstances, will a grease trap/interceptor volume of less than 1,000 gallons be permitted.
- c. In instances where sizing formulas result in a calculated grease trap/interceptor volume of more than 3,000 gallons, a grease trap/interceptor volume of 3,000 gallons will be permitted.

3. Hydro-mechanical grease interceptors must be equivalent to the sizing calculated in II.C.2.

D. Sizing Formulas

It is the responsibility of the Generator to ensure that the wastewater discharged from the Generator's facility is in compliance with the City's discharge limitations. For the purpose of design plan review, a general assessment of grease trap/interceptor design and size will be performed using the following formulas. These formulas have been demonstrated as industry standards capable of achieving the City's discharge criteria when systems are maintained in proper condition.

1. Method A – Uniform Plumbing Code (UPC), Appendix H

$$\begin{array}{ccccccc} \text{Number of meals} & \times & \text{waste flow} & \times & \text{retention} & \times & \text{storage} & = & \text{Size Requirement} \\ \text{Per peak hour (a)} & & \text{rate (b)} & & \text{time (c)} & & \text{factor (d)} & & \text{(liquid capacity)} \end{array}$$

Factors:

- (a) Number of meals served at peak operating hour (Seating Capacity) x Peak Factor
 - i. Where Peak Factor for Fast Food is..... 1.33
 - ii. And, Peak Factor for all other food service types is 1.00

(b) Waste Flow Rate

- i. With Dishwasher.....6 gallon flow
- ii. Without Dishwasher.....5 gallon flow
- iii. Single Service kitchen... 2 gallon flow
- iv. Food waste disposer... 1 gallon flow

(c) Retention Time

- i. Commercial kitchen waste/dishwasher... 2.5 hours
- ii. Single service kitchen/single serving 1.5 hours

(d) Storage Factor

- i. Fully equipped commercial kitchen w/8 hr operation..... 1.0
- ii. Fully equipped commercial kitchen w/12 hr operation..... 1.5
- iii. Fully equipped commercial kitchen w/16 hr operation..... 2.0
- iv. Fully equipped commercial kitchen w/24 hr operation..... 3.0
- v. Single Service kitchen... 1.5

2. Method B – Alternative Method Supplied by Professional Engineer

Any Food Preparation-Service Facility that proposes to use alternate sizing techniques and/or procedures that result in specifications that differ from calculated requirements, must submit formulas and other bases to support proposed grease trap/interceptor size. The alternative method submittal shall include the following:

- a. All calculations with recommended sizing for the specific site;
- b. Site-specific drawings of the proposed grease trap/interceptor installation;
- c. Documentation of the ability of the proposed grease trap/interceptor to meet effluent quality requirements, and
- d. Plans and calculations signed and sealed by a Texas Licensed Professional Engineer.

The alternative method submittal must be provided to the City for review and approval. Failure to include all of the above will result in the use of the UPC size criteria. Under no circumstances will a grease trap/interceptor smaller than 1,000 gallons be accepted.

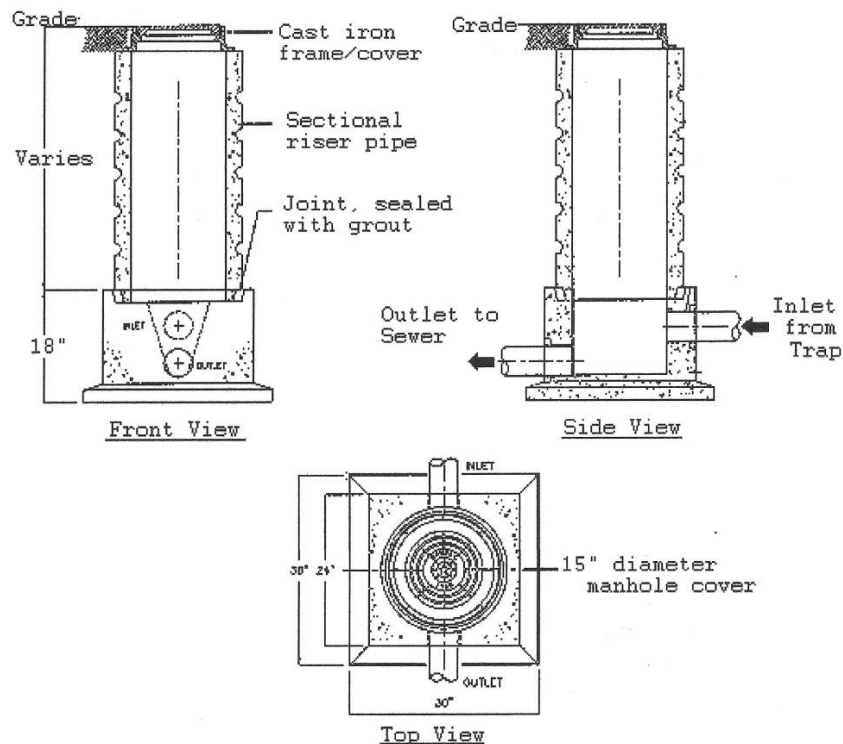
E. Other Design Criteria

- 1. A grease-bearing source is any equipment or fixture located within the food preparation areas such as three-compartment sinks, pot/pan sinks, hand-washing sinks, pre-rinse stations, dishwashers, mop sinks, and floor drains which may contain wastewater containing grease.

2. All grease-bearing sources shall be routed through a grease trap/interceptor.
3. A grease trap/interceptor must be installed at a distance of 8 - 10 feet downstream from the last grease-bearing source to allow for adequate cooling of the wastewater, while also preventing grease solidification in the lines.
4. The temperature of the wastewater shall be less than 110 degrees Fahrenheit prior to entering the grease trap/interceptor.
5. Each grease trap/interceptor shall be constructed with a minimum of one baffle wall.
6. Drains that receive "clear waste" only, such as from ice machines, condensate from coils and drink stations, may be plumbed to directly into the sanitary system without passing through the grease trap/interceptor.
7. Grease trap/interceptors shall not receive domestic wastewater or sewage.
8. Grease trap/interceptors must be accessible for service by appropriate vehicles and equipment.

F. Sampling Devices

1. Each grease trap/interceptor must be installed with an effluent sampling well, equivalent to the following:



2. Sampling wells will have a minimum 15" diameter access with ring and lid and a minimum 4" drop from inlet to outlet piping through the sampling well.

III. Cleaning and Maintenance Requirements

- A. Grease trap/interceptors shall be operated and maintained at all times in accordance with the FOG Ordinance and this document.
- B. Cleaning Schedule
 1. Each grease trap/interceptor (more than 50 gallons) shall be cleaned at a frequency as described in the FOG Ordinance and this document.
 2. Each grease trap/interceptor (50 gallons or less) shall be cleaned at least monthly, or more often as necessary to insure the wastewater discharge contains no visible grease and meets the BOD, FOG, pH, and TSS discharge limits described herein.
 3. Existing facilities without sampling devices
 - a. Since many of the existing grease trap/interceptors do not have sampling devices at the time the FOG Ordinance goes into effect, a Generator at such a facility will have to rely on the 25% rule to determine if the grease trap/interceptor needs pumping. This can be difficult to measure without a sampling pole. Therefore, the City

provides this general rule of thumb as a guide to assist Generators in making the determination. In general, the 25% rule has been met when the grease layer (top layer) is 5-6 inches thick for grease trap/interceptor (more than 50 gallons) and 2-3 inches thick for a grease trap/interceptor (50 gallons or less).

- b. If the 25% rule is met before the next scheduled pump out, then the greasetrap/interceptor shall be pumped more often.
 - c. Alternatively, an existing facility may choose to install a sampling device in accordance with the FOG Ordinance and this document in order to base the cleaning frequency on the actual discharge data from their grease trap/interceptor. An existing facility with a grease trap/interceptor (50 gallons or less) may install an effluent valve assembly which allows for sample collection instead of a sampling well.
4. If the 25% rule and sampling results differ for a grease trap/interceptor, the sampling results will prevail since they measure the discharge that is actually leaving the greasetrap/interceptor and entering the POTW.
 5. Facilities that are seasonal or have irregular operation schedules may request an alternate cleaning schedule that will be appropriate for their facility. The request must be made to the City in writing and include the following:
 - a. Business name and street address
 - b. Grease trap/interceptor operator name, title, and phone number
 - c. Description of operation schedule
 - d. Size and location of grease trap/interceptor
 - e. Number of meals served during peak hour of operation

Alternate cleaning schedule requests will be addressed by the City on a case by case basis.

C. Cleaning Procedures

All cleaning and pumping of grease trap/interceptors shall be conducted by a Transporter as defined in the FOG Ordinance, unless the Generator is a participant in the Self-Cleaning Program as defined in Section III.D. The Generator shall supervise the cleaning and pumping of the grease trap/interceptor. The following cleaning and pumping procedures shall be utilized by the Transporter during each cleaning event:

1. Break up and remove grease layer.

2. Scrape and wash sides of grease trap/interceptor, removing some of the liquid layer as necessary.
3. Verify that all crossover holes are clear and functioning.
4. Clean and inspect baffles for damage.
5. Completely pump out remaining liquid and solids unless the grease trap/interceptor volume is greater than the tank capacity of the transport vehicle in which case the Transporter shall arrange or provide additional transportation capacity so that the grease trap/interceptor is fully evacuated within a 24-hour period per the FOG Ordinance.
6. Skimming the surface layer of the waste material, partial cleaning of the grease trap/interceptor, or use of any method which does not remove the entire contents of the grease trap/interceptor is prohibited as described in the FOG Ordinance.
7. Inspect grease trap/interceptor for damage, photograph any areas that may need maintenance or repair, and report findings to Generator.
8. Document findings on the trip ticket.

D. Self-Cleaning Program

1. Grease trap/interceptor self-cleaning operators must receive approval from the POTW annually prior to removing grease from their own grease trap/interceptor located inside a building, provided:
 - a. The grease trap/interceptor is no more than fifty (50) gallons in liquid/operating capacity.
 - b. Proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash).
 - c. Grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and
 - d. Detailed records of these activities are maintained.
2. Grease trap self-cleaning operators must submit a completed self-cleaning

request to the City for approval. The written request shall include the following information:

- a. Business name and street address.
 - b. Grease trap/interceptor operator name, title, and phone number.
 - c. Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and
 - d. Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.
3. Self-cleaners must adhere to all the requirements, procedures, and detailed record keeping outlined in their approved application, to ensure compliance with this ordinance. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:
- a. Date the grease trap/interceptor was serviced.
 - b. Name of the person or company servicing the grease trap/interceptor.
 - c. Waste disposal method used.
 - d. Gallons of grease removed and disposed of.
 - e. Waste oil added to grease trap/interceptor waste; and
 - f. Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.
 - g. Keep maintenance logs onsite for five years from the date of cleaning.
4. Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.

IV. Wastewater Discharge Limits

- A. Wastewater discharge limits shall be monitored at the sampling device by means of a grab sample.

- B. There shall be no visible grease in the grab sample.
- C. The FOG concentration limit is 200 mg/L or less.
- D. The BOD limit is 250 mg/L or less.
- E. The TSS limit is 250 mg/L or less.
- F. The pH must be between 5 and 11.

V. Manifest Requirements

- A. Each pump-out of a grease trap/interceptor by a Transporter must be accompanied by a manifest to be used for record keeping purposes.
- B. Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
 - 1. name, address, telephone, and TCEQ registration number of Transporter;
 - 2. name, signature, address, and phone number of the Generator and the date collected;
 - 3. type and amount(s) of waste collected or transported;
 - 4. name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
 - 5. date and place where the waste was deposited;
 - 6. identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
 - 7. name and signature of the facility on-site representative acknowledging receipt of the waste and the amount of waste received;
 - 8. the volume of the grease waste received; and
 - 9. a consecutive numerical tracking number to assist Transporters, Generators, and regulating authorities in tracking the volume of grease waste transported.

C. Manifests shall be divided into five parts and records shall be maintained as follows:

1. One part of the manifest shall have the Generator and Transporter information completed and shall be given to the Generator at the time of waste pickup.
2. The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
3. One part of the manifest shall go to the receiving facility.
4. One part shall go to the Transporter, who shall retain a copy of all manifests showing the collection and disposition of waste. The manifests shall be readily available for review by the City.
5. One-copy of the manifest shall be returned by the Transporter to the Generator within 15 days after the waste is received at the disposal or processing facility.
6. Copies of manifests returned to the Generator shall be retained on-site by the Generator for five years and be readily available for review by the POTW.

VI. Administrative Authority and Enforcement

A. All administrative authority, including right of entry, inspection, and sampling, as well as enforcement procedures and criteria as described in the FOG Ordinance are valid within this document and are incorporated herein.

B. Enforcement Actions

1. Voluntary Compliance – The City may instruct a Violator that commits any acts prohibited by the FOG Ordinance or this document to achieve voluntary compliance as determined by the City. The City may provide a reasonable amount of time, specific to the occurrence, to remedy the violation.
2. Notice of Violation – If the City determines that a Generator or Transporter has violated, or continues to violate, any provision of the FOG Ordinance or this document, a written notice of violation will be provided to the Violator, unless an emergency condition exists.

- a. The notice shall state the measures required to come into full compliance and shall specify the time within which such measures shall be completed.
- b. Failure to comply within the time specified shall be a separate offense and subject to the penalties described in the FOG Ordinance.
- c. Issuance of a notice of violation shall not be a bar against, or a prerequisite for, taking any other action against the Violator.

3. Stop Work Orders

- a. The City shall retain the authority to issue stop work orders to any Violator that commits any acts prohibited by the FOG Ordinance or this document.
- b. If the City determines that voluntary compliance is not feasible, and that a facility is operating in a manner that may lead to a sanitary sewer overflow or damage to the POTW, a written stop work order may be issued and such work shall be immediately terminated.
- c. The stop work order shall be provided to the Violator and shall state the conditions required to come into compliance. Work may not be resumed until the City has verified that the conditions of the stop work order have been met.
- d. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the Violator.

4. Suspension of Service

- a. The City may suspend the water supply and/or sanitary sewer connection for any Violator who continues to violate a previous notice to cease discharge into the POTW and fails to comply with the FOG Ordinance or this document. The water supply and/or sanitary sewer connection will be subject to suspension if such measures would abate or reduce the discharge.
- b. The City will notify a Violator of the proposed suspension of its water supply and/or sanitary sewer connection. The Violator may petition the City for a reconsideration hearing and then may petition the municipal court if dissatisfied with the City's decision.

- c. The City shall not reinstate the suspended water supply and/or sanitary sewerconnection services to the Violator until:
 - i. The Violator presents satisfactory evidence to the City that the non- complying wastewater discharge has been eliminated and its cause determined and corrected; and
 - ii. The Violator reimburses the City for all costs incurred in suspending and reinstating the water supply and/or sanitary sewer connection. The Violator shall be responsible to the City for all costs of testing, containment, cleanup, abatement, removal and disposal of any substance unlawfully discharged into the POTW incurred by the City while responding to, abating, andremediating the unlawful discharge.
- d. Emergency Suspension of Service - The City may, without prior notice, suspend the water service and/or sanitary sewer service to a Generator to stop an actual or threatened discharge which:
 - i. Presents or may present imminent substantial danger to the environment or to the health or welfare of persons;
 - ii. Presents or may present imminent substantial danger to the POTW (including pass through or interference), municipal storm water drainage system, or waters of the United States; or

As soon as practicable after the emergency suspension of service, the City shall notify the Violator of the suspension of service. Service shall be reinstated as per Section VI.B.4.c above.

- e. A Generator commits a separate offense if the Generator reinstates water service and/or sanitary sewer service to the premises suspended or disconnected pursuant to this section, without the prior written approval of the City.
- f. Suspension of service shall not be a bar against, or a prerequisite for, taking other action against a Violator as allowed by law.

WATER VOLUME REPORTING AND WATER TERMINATION AGREEMENT

This Water Volume Reporting and Water Termination Agreement ("**Agreement**") is made and entered into as of this ____ day of July, 2021, between the City of Wimberley, Texas (the "**City**") and the Wimberley Water Supply Corporation (the "**WSC**"). The City and the WSC are each a "**Party**" and are collectively referred to as the "**Parties**".

RECITALS

WHEREAS, the City holds certificate of convenience and necessity ("**CCN**") No. 20936, authorizing it to provide retail sewer service to areas within the City's corporate limits and extra-territorial jurisdiction (the "**City's Sewer Service Area**"), as may be changed from time to time (the City's Sewer Service Area, as of the Effective Date (defined herein), is depicted in **Attachment A**, attached hereto and incorporated herein for all purposes;

WHEREAS, the WSC is a Texas water supply corporation and it provides retail water service in portions of Hays County pursuant to its CCN No. 10314;

WHEREAS, as of the Effective Date (defined herein), the City owns a sewage collection system and provides sanitary sewer services for customers located within the City's Sewer Service Area ("**System**");

WHEREAS, the City intends to enter into a contract with an operator ("**Operator**") to operate, maintain, and manage the System, including, but not limited to, billing sewer service customers;

WHEREAS, the System is located within the WSC's water CCN boundaries;

WHEREAS, the Parties desire to enter into an agreement whereby the WSC will provide billing data to the City and/or its designated Operator, and disconnect retail water service to certain customers pursuant to such agreement; and

WHEREAS, the City has requested that the WSC contract with the City to provide volumetric billing data for the WSC's retail water member-customers who are also recipients of sanitary sewer services from the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and releases contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the WSC agree as follows:

1. City Billing Information.

- a. Upon the Effective Date (defined herein), the City or its designated Operator shall provide the WSC with a list of City's sanitary sewer service customers ("**Customers**") and shall provide any updates to such list by the first (1st) day of each calendar month thereafter.

- b. On or before the 1st day of each month, WSC will prepare and provide to the City and the Operator a monthly report (the “**Report**”) for the Customers, providing (i) each Customer’s name and address and (ii) water volumes used for the WSC billing cycle for the previous month. The form of the report shall show water meter readings and the water volume used in gallons.

2. Point of Contact for the Operator.

The contact information for the Operator for this Agreement is:

Professional General Management Services, Inc.
26550 Ranch Road 12, Suite 1
Dripping Springs, TX. 78620
(512) 894-3322

In the event that the contact information for the Operator changes, City shall provide such changed information to the WSC electronically or in writing in a timely manner.

3. **Customer Services.** The WSC shall forward all City sewer billing inquiries that it receives to the City and Operator immediately, if possible, or within one (1) business day. The WSC shall forward personal contacts or phone inquiries by calling or emailing the Operator; the WSC shall forward mailed or other inquiries on paper by faxing or emailing a copy to the Operator. Notification of emergencies and/or other operational issues regarding City sewer services shall be forwarded by contacting the Operator as provided in paragraph 2 above, with a copy to the City.

4. Shut-Off of Water Service for Delinquent Accounts.

The WSC agrees to terminate water services pursuant to this Agreement to any Customer to whom the City has provided written notice that its payment for sewer service is past due and who has failed to provide payment of past due charges. WSC further agrees to disconnect service upon written notice by the City that a Customer is out of compliance with Chapter 12, Article 12.02 of the Wimberley Code of Ordinances and has failed to come into compliance within the period provided in written notice provided to Customer by City. The WSC agrees that it shall not reconnect service to any delinquent Customer until the City has provided written notice to WSC that the Customer has come into compliance with Chapter 12, Article 12.02 of the Wimberley Code of Ordinances and/or that the Customer has paid all of its delinquent sewer service charges, plus any other applicable charges or interest, including but not limited to late fees. For the purposes of this Section, the City agrees that it will bear responsibility for its decisions in relation to non-compliance under Texas Water Code, Section 13.250(b) as that Section as it relates to “other similar reasons in the usual course of business”. WSC shall include in the monthly Report a list of all Customers that are currently disconnected from receiving water service from the WSC.

5. Compensation.

- a. As compensation to the WSC for the performance of its obligations under this Agreement, save and except for the performance of Shut-Off Services, the City shall pay the WSC the sum of \$600.00 on or before October 1 of each year.
 - b. As compensation for the WSC's performance of Shut-Off Services under this Agreement, the City will pay the following sums.
 - i. A \$35.00 service trip fee for each disconnection and restoration of service performed during normal working hours (8:00 a.m. to 5 p.m. Monday-Friday) and related to delinquent sewer accounts. The WSC shall strive to perform each disconnection and restoration of service during normal working hours.
 - ii. An additional \$15.00 service trip fee for disconnection of service after 5:00 p.m. but before 8:00 a.m. or on a holiday weekend.
6. **Breach of Agreement.** If either Party breaches any term of this Agreement, the non-breaching Party shall provide the breaching Party with a written notice of the breach within thirty (30) days of discovery of the breach by the non-breaching Party. Upon receiving written notice of the alleged breach, the alleged breaching Party will have ten (10) days to remedy the alleged breach. The non-breaching Party will have the right to enforce specific performance of this Agreement by the alleged breaching party. The rights and remedies of the Parties provided in this Agreement will not be exclusive and are in addition to any other rights and remedies provided by law and under this Agreement. If any action at law or in equity is necessary to enforce the terms of this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled; this recovery of attorneys' fees is expressly authorized by Section 271.159 of the Local Government Code.
7. **Effective Date and Term.** This Agreement may be terminated by either Party for any reason or no reason at any time with 180 days' written notice. Absent termination pursuant to the preceding sentence, this Agreement shall be effective on the last date of execution by all Parties hereto ("**Effective Date**") and shall run for a term of three (3) years. At the end of the term, this Agreement shall be automatically renewed for another three (3) year term unless either Party notifies the other of its intent not to renew within ninety (90) days prior to the expiration date.
8. **Texas Water Code Section 13.250(b) Agreement.** This Agreement is a contract between two service providers - the WSC (retail public utility) and the City (the certificate holder and one who possesses facilities for the provision of sewer utility service), providing for and authorizing the discontinuation of retail water service for the non-payment of charges for sewer service, and other reasons as specifically authorized by Section 13.250(b) of the Texas Water Code.
9. **No Third-Party Beneficiaries.** This Agreement between the Parties shall not confer any rights on third parties with respect to utility service, and in particular shall not

independently create any rights in third parties to water or sewer utility service.

10. **Severability** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part thereof, and the remaining provisions thereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision therein, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
11. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter. By affixing their authorized signatures below, the Parties attest that they: (a) fully understand the Agreement, (b) enter into it voluntarily and without coercion, (c) agree to be bound by the terms thereof: and (d) have all authorizations required by law to so bind themselves. This Agreement may be modified or amended only in writing signed by both Parties. This Agreement was prepared and drafted jointly by legal counsel representing the City and the WSC. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments thereto.
12. **Successors and Assigns**. This Agreement shall be binding on the City and the WSC and their successors and assigns. This Agreement may not be assigned in whole or in part without the express written consent of the non-assigning party.
13. **Notices**. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and the same shall be deemed to have been served and given if (i) delivered in person to the address set forth below for the party to whom the notice is given in exchange for a signed receipt, or (ii) placed in the United States mail by certified mail, postage prepaid and return receipt requested, addressed to the party to whom the notice is given at the address set forth below. Notice shall be effective upon the date so delivered or mailed. The address for all notices under this agreement (unless such notice is expressly required to be sent to the City's Operator or to the City's Contact) shall be:

For the City:

For WSC:

From time to time either Party may designate another address within the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance written notice of such change of address in accordance with the provisions hereof.

14. **GOVERNING LAW.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. ANY ACTION AT LAW OR IN EQUITY BROUGHT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL BE BROUGHT IN A STATE COURT OF COMPETENT JURISDICTION WITH VENUE IN HAYS COUNTY, TEXAS, UNLESS STATUTES PROVIDE FOR ANOTHER MANDATORY VENUE.
15. **Dispute Resolution.** The Parties agree to attempt informal resolution of any disputes regarding this Agreement. If informal resolution of disputes is unsuccessful, the Parties agree to utilize non-binding mediation to resolve the dispute prior to filing suit. If mediation is unsuccessful, the Parties reserve their rights to seek enforcement of this Agreement, including specific performance and recovery of attorneys fees and costs, in a court of competent jurisdiction.
16. **Further Assurances.** The Parties hereto covenant and agree that they shall execute and deliver such other and further assurances, instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.
17. **Miscellaneous.** This Agreement may be executed in multiple originals, either copy of which shall be considered to be an original. The signatories hereto represent and affirm that they have the authority to execute and bind the party on whose behalf they sign below. Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Agreement, the text shall control. Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and the plural.

[signature page
follows]

CITY OF WIMBERLEY

WIMBERLEY WATER SUPPLY COMPANY
A Texas Non-Profit Water Supply Corp.

Gina Fulkerson, Mayor

Signature

Printed Name and Title

Date

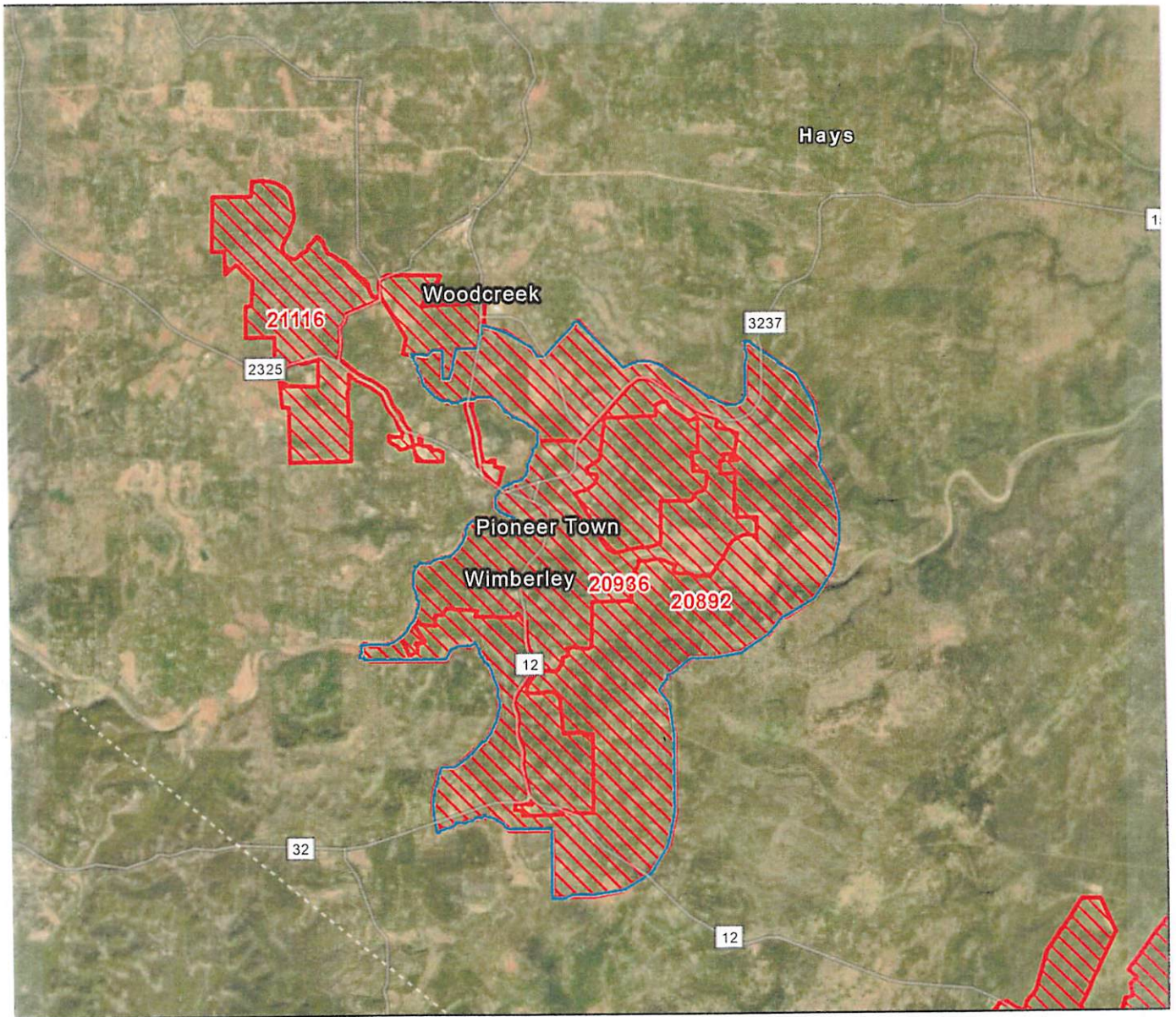
Date

ATTEST:

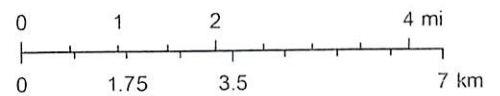
Laura Calcote, City Secretary

Attachment A

The City's Sewer Service Area



1:144,448



City of Wimberley, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph.

INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND THE CITY OF WIMBERLEY
RELATED TO RM 12 AT RM 3237 INTERSECTION IMPROVEMENTS PROJECT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

This Interlocal Agreement (the “**Agreement**”) is entered into as of this _____ day of _____, 2021, by and between Hays County, a political subdivision of the State of Texas (the “**County**”) and the City of Wimberley, a Texas home-rule municipality (the “**City**”) (collectively, the “**Parties**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County desires to construct intersection improvements at RM 12 and RM 3237; and

WHEREAS, RM 12 at RM 3237 lies within the city limits of Wimberley; and

WHEREAS, the County and the City desire to cooperate in the expeditious construction of intersection improvements at RM 12 at RM 3237 (the “**Project**”);

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the construction of the Project. The Project includes construction of right turn lanes, signal improvements, shoulders, and acceleration lane, at the approximate location shown on Exhibit A, Project Location.

II. COUNTY OBLIGATIONS

2.01 Design Costs. The County shall be responsible for contracting with the firm of RPS (“Design Firm”) regarding the engineering and design costs for the Project and shall be responsible for all design costs related to the Project.

2.02 Construction Responsibility. The County shall be responsible for the construction of the Project, including the adjustment of five (5) City of Wimberley wastewater manholes within the right-of-way or otherwise affected by the Project, as highlighted in Exhibit B, RM 12 at RM 3237 Utility Layout RM 12 and RM 3237, and that will be bid for construction jointly with the construction of the Project.

2.03 Construction Costs. The County shall be responsible for all costs associated with the construction of the Project, unless otherwise specified herein (“Project Construction Costs”). The estimated Project Construction Cost is \$1,161,556.54. Project Construction Costs include all costs related to utility relocation, except that the City shall be solely responsible for the costs associated with the adjustment of the wastewater manholes within the right-of-way or otherwise affected by the Project, estimated to be \$500.00 per manhole adjustment or an estimated total of \$2,500.00, as shown on Exhibit C, Estimated City of Wimberley Construction Cost Estimates.

2.04 Construction Plans. The County and the City will mutually approve the plans and specifications related to the Project. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.05 Inspection. The City may inspect all aspects of the Project during construction. Upon receipt of notification from the City that the City’s inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified, and a corrective plan of construction implemented with the agreement of the City.

2.06 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.07 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds and maintenance bonds in favor of the City for the Project in amounts satisfactory to the City. The County shall transfer all warranties for the Project to the City upon final completion and acceptance of the Project.

III. CITY OBLIGATIONS

3.01 Design Reimbursements. As stated above, the County shall contract with the Design Firm, and be responsible for the payment of all Design Firm invoices.

3.02 Construction Reimbursements. The City shall be responsible for the construction costs associated with the adjustment of the wastewater manholes within the right-of-way or otherwise affected by the Project, estimated to be \$2,500.00. The City shall pay the County within 30 days after the award of the construction of the Project based on the actual construction amount bid ("City Participation Amount") for the adjustment of the wastewater manholes within the right-of-way or otherwise affected by the Project as its cost to participate in the construction of the Project.

3.03 Permission to Construct. The City agrees to allow the County to construct the Project within the City's boundaries.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If City fails to pay for Services under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit "A."

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: 221 Stillwater Drive
Wimberley TX, 78676
Attn:
Telephone: (512)
Facsimile:
Email:

COUNTY: Hays County Dept. of Transportation
2171 Yarrington Road
San Marcos, Texas 78666
Attn: Jerry Borcharding, P.E.
Telephone: (512) 393-7385
Facsimile: (512) 393-7393

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.15 No Joint Venture. The Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

HAYS COUNTY

By: _____
Ruben Becerra, County Judge

Date: _____

ATTEST:

By: _____
County Clerk

THE STATE OF TEXAS

§
§

COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by Ruben Becerra of Hays County, Texas, on behalf of said County.

Notary Public, State of Texas

CITY OF WIMBERLEY, TEXAS

By: _____

Date: _____

ATTEST:

By: _____

THE STATE OF TEXAS

§

§

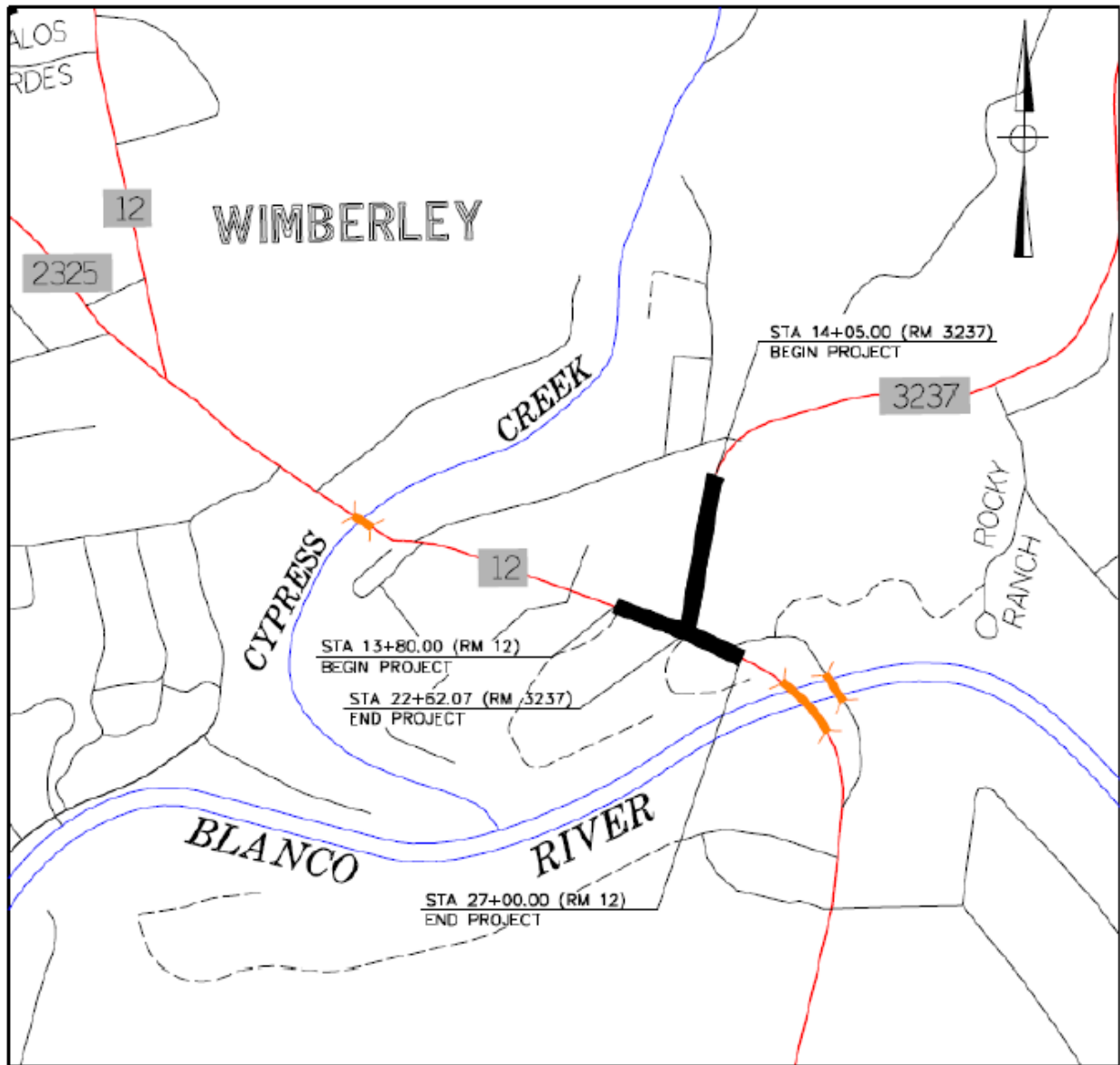
COUNTY OF HAYS

§

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by _____, _____ of the City of Wimberley, a Texas home-rule city, in such capacity, on behalf of said city.

Notary Public, State of Texas

EXHIBIT A
PROJECT LOCATION



919



10⁹²

EXHIBIT C
ESTIMATED CITY OF WIMBERLEY CONSTRUCTION COST ESTIMATES

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL ESTIMATED COST
5	Wastewater Manhole Adjustments	\$500.00	\$2,500.00