



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, DECEMBER 16, 2021 - 6:00 PM

AGENDA

1. **CALL TO ORDER** December 16, 2021, at 6:00 PM
2. **CALL OF ROLL** City Secretary, Laura Calcote
3. **INVOCATION** Wimberley Presbyterian Church Reverend, Clint Regen
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. **CONSENT AGENDA**
 - 6.1. Approval of minutes from the Regular City Council Meeting held December 2, 2021.
 - 6.2. Approval of the September 2021 Financial Statements for the City of Wimberley.
 - 6.3. Approval of Place Four Council Member Jim Chiles's appointment of Bo Bowman to the Ethics Review Commission.
7. **CITY STAFF REPORT**
 - 7.1. Parks Director Report
 - Operations and significant project updates
 - Maintenance
 - Programs

8. PUBLIC HEARINGS AND POSSIBLE ACTION

- 8.1.** Hold a public hearing and consider possible action regarding case ZA-21-011, an application to change the zoning of 10600 Ranch Road 12, also known as Lot 36, Hilltop Place Section 1, from Residential Acreage (RA) to Lodging (L-2). (*Applicant: 10600 Ranch Road 12, LLC*)
- 8.2.** Hold a public hearing and consider possible action regarding case CUP-21-22, an application for a Conditional Use Permit to allow for the operation of a Vacation Rental (STR2) on a property located at 2800 River Road, Wimberley, Texas. (*Applicant: Patrick Birdsong*)

9. DISCUSSION AND POSSIBLE ACTION

- 9.1.** Discuss and consider possible action to execute a Construction Services Agreement between the City of Wimberley and Brizo Construction LLC. to provide Reconstruction services related to the 2015 CDBG-DR Housing Assistance Program. (*Langford Community Management Services*)
- 9.2.** Discuss and consider possible action to execute a Construction Services Agreement between the City of Wimberley and Rocket Contracting, LLC. to provide Rehabilitation services related to the 2015 CDBG-DR Housing Assistance Program. (*Langford Community Management Services*)
- 9.3.** Discuss and consider possible action regarding Resolution No. 17-2021, authorizing an amendment to the 2021/2022 Operating Budget (Budget Amendment No. 2), providing for the increase of revenue to the General Fund Revenue Account Number 5340 (Grant Revenue) - to fund the General Fund Operating Account Number 6500 (Grant Expenditures) and providing an effective date. (*City Administrator, Mike Boese*)
- 9.4.** Discuss and consider possible action regarding Ordinance No. 2021-36, amending Chapter 2, Article 2.04 (Boards, Commissions and Committees), by amending Section 2.04.005 (Hotel Occupancy Tax Advisory Committee), to the Code of Ordinances; providing for findings of fact, savings, severability, repealer, an effective date, and proper notice and meeting. (*City Secretary, Laura Calcote*)
- 9.5.** Discuss and consider possible action to distinguish a resident and non-resident fee for the Blue Hole Nature Camp program in 2022. (*Parks Director, Richard Shaver*)
- 9.6.** Discuss and consider possible action giving priority to Wimberley residents for the 2022 Blue Hole Season Pass program. (*Parks Director, Richard Shaver*)
- 9.7.** Discuss and consider possible action to accept monetary and in-kind sponsorships for the Blue Hole Polar Bear Plunge & 5K on January 1st, 2022. (*Parks Director, Richard Shaver*)

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, December 13, 2021, by 6:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Laura J. Calcote, MPA, TRMC
City Secretary

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





City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, DECEMBER 2, 2021 - 6:00 PM

MINUTES

1. **CALL TO ORDER** December 2, 2021, at 6:00 PM

Mayor, Gina Fulkerson, called the meeting to order on December 2, 2021, at 6:00 p.m.

2. **CALL OF ROLL** City Secretary, Laura Calcote

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
Charlie Zech, City Attorney

3. **INVOCATION** Chapel in the Hills Reverend, Jim Denham

Chapel in the Hills Reverend, Jim Denham, gave the invocation.

4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**

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

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.

There were no citizen's comments.

6. CONSENT AGENDA

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

6.1. Approval of the minutes from the Regular City Council Meeting held November 18, 2021.

7. CITY STAFF REPORT

7.1. City Administrator Report

- City financials and sales tax

City Administrator, Mike Boese, presented information relating to City financials, including the end of Fiscal Year 2021 report that would be considered at the December 16th City Council Meeting. Furthermore, Mr. Boese spoke concerning the Central Wimberley Wastewater System Project completion letter received from Plummer on December 1st. Mr. Boese stated the City had roughly \$50,000 remaining from the Texas Water Development Board funding received for the Project.

8. DISCUSSION AND POSSIBLE ACTION

8.1. Discuss and consider possible action regarding Resolution No. 16-2021, supporting the VFW Post 6441 in their request for a grant from T-Mobile. *(Mayor, Gina Fulkerson)*

Motion to approve Resolution No. 16-2021, supporting the VFW Post 6441 in their request for a grant from T-Mobile, was made by Council Member Christine Byrne. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (5-0).

8.2. Discuss and consider possible action regarding the second and final reading of Ordinance No. 2021-33, an ordinance of the City of Wimberley, Texas, to set forth the tax rate to be imposed on hotel occupancy within the corporate limits and extraterritorial jurisdiction of the city; setting forth the duties of persons responsible for collection of the tax; providing for criminal penalties and fines; creating an advisory committee; and providing for findings of fact, savings, severability, repealer, an effective date, and proper notice and meeting. *(City Administrator, Mike Boese)*

There was discussion among Council pertaining to changing the effective date of the Ordinance to April 1, 2022, as well as Council Member, David Cohen, presenting his recommended amendments to the document.

City Council adjourned into Executive Session at 6:29 p.m., in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purpose:
Section 551.071 (Consultation with Legal Counsel)
Regular Session reconvened at 6:33 p.m.

There was further discussion regarding the Ordinance, including details relating to the Hotel Occupancy Tax Advisory Committee.

Motion to approve Ordinance No. 2021-33, as amended orally and in writing, was made by Council Member David Cohen.

City Attorney, Charlie Zech, reviewed the proposed amendments and changes to the Ordinance in their entirety.

Council Member David Cohen withdrew his previous motion.

Motion to approve the second and final reading of Ordinance No. 2021-33, an ordinance of the City of Wimberley, Texas, to set forth the tax rate to be imposed on hotel occupancy within the corporate limits and extraterritorial jurisdiction of the city; setting forth the duties of persons responsible for collection of the tax; providing for criminal penalties and fines; creating an advisory committee; and providing for findings of fact, savings, severability, repealer, an effective date, and proper notice and meeting, with amendments as presented by legal counsel, was made by Council Member David Cohen. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (5-0).

9. CITY COUNCIL REPORTS

9.1. Announcements

None.

9.2. Future agenda items

- Council Member, Rebecca Minnick, noted the City would need a compliance RFP for short-term rentals in the future.

10. ADJOURNMENT

Motion to adjourn the meeting at 7:10 p.m. was made by Council Member David Cohen. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (5-0).

RECORDED BY:

Laura J. Calcote, City Secretary



APPROVED BY:

Gina V. Fulkerson, Mayor



CITY OF WIMBERLEY

Application for Appointment to City Board/Commission/Committee

Name of Board/Commission/Committee: ETHICS BOARD

Nominated By: JIM CHILES

Name: WILLIAM H. "BO" BOWMAN Phone: [REDACTED] E-mail: [REDACTED]

Physical Address: [REDACTED]

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

Employer: WIMBERLEY ISD Position/Occupation: TEACHER

Business Number: [REDACTED] Fax: [REDACTED]

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

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

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

If "Yes" please explain: [REDACTED]

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

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

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

*LICENSED TO PRACTICE LAW IN THE STATE OF TEXAS SINCE 2008.

*MEMBER OF THE WIMBERLEY CITY COUNCIL FROM 05/2019 UNTIL 05/2021

Signature: Will H. Bowman

Date: 9 DECEMBER 2021



AGENDA ITEM:	ZA-21-011 Rezone 10600 RR 12 from RA to L-2
SUBMITTED BY:	Nathan Glaiser, Planning and Development Coordinator
DATE SUBMITTED:	November 10, 2021
MEETING DATE:	December 9 (P&Z) / December 16, 2021 (City Council)

REPORT

ITEM

Hold a public hearing and consider making a recommendation to City Council regarding case ZA-21-011, an application to Rezone 10600 Ranch Road 12 from **Residential Acreage (RA) to Lodging 2 (L-2)**.

The Mountain View Lodge, a 16-unit hotel with a pool and nature trail, currently exists on this property. Lodging is not a permitted use in RA. However, the Mountain View Lodge has been operating at this location since before the City of Wimberley incorporated in 2000 and is considered a non-conforming use (grandfathered).

Because they must maintain their grandfather status, the owners of the lodge are unable to make any meaningful improvements to the property. They would like to be rezoned to Lodging 2 as it is more compatible with the current use of the property and would allow them to make larger improvements.

The reason this property was initially zoned as RA in 2002 is unclear. In 2002 the City was passing ordinances to blanket zone residential properties. In the City Council minutes (attached) from the meeting where the initial blanket zoning for Hilltop Place Subdivision was passed, the Chairman of P&Z specifically mentions that Lot 36, Mountain View Lodge, of the Hilltop Place Subdivision was to be excluded from the blanket residential zoning. However, the ordinance that was adopted included lot 36 as being zoned RA.

Staff believes this may have been an oversight and that some type of commercial or lodging zoning was intended for Lot 36, Mountain View Lodge.

PROPERTY INFORMATION

Property Description

Applicant(s): 10600 Ranch Road 12 LLC

Property Address: 10600 Ranch Road 12

Property Owner: 10600 Ranch Road 12 LLC

Legal Description: Hilltop Place Section 1, Lot 36

Property Size: 5.08 acres

Existing Use of Property: Lodging (non-conforming use)

Existing Zoning: Residential Acreage

Proposed Use of Property: Lodging

Request: Rezone to Lodging 2

Planning Area: I

Overlay District: Entrance Corridor

Surrounding Property:

Frontage: Ranch Road 12

Surrounding Zoning & Land Use	North of Property	Current Zoning:	Existing Land Use:
		RA	Single-Family Residential
	South of Property	RA	Single-Family Residential
	East of Property	RA	Raw Land
	West of Property	ETJ	Raw Land

COMMENTS

Staff has not received any comments from the neighbors as of 12/13/2021

LEGAL NOTICE

Surrounding Neighbor Notification Letters (200'): November 22, 2021

Published Legal Notice (Wimberley View): November 25, 2021

RECOMMENDATION

Planning and Zoning Commission recommended approval (6-0) of this zoning change at their December 9th meeting.

Staff recommends approval of this application for the following reasons:

1. It is reasonable, based on the minutes from the City Council meeting in which the initial zoning was passed, that Lot 36 was not intended to be zoned residential.

2. The surrounding land is residential. However, the comprehensive plan states “small-scale lodging and cottage industries should be allowed in most residential areas, subject to the impact on the neighborhood”.

CRITERIA FOR CONSIDERATION

When considering action on a zoning application, the Council should consider the criteria within the Code of Ordinances Sec.9.03.255.a.

Possible Motions can include:

- Motion to approve ZA-21-011
- Motion to deny ZA-21-011 for the following reasons (list all reasons)

*this list is not exclusive and other motions can be made

ATTACHMENT/S

- Criteria for Consideration Ordinance
- Minutes from July 3, 2002 City Council Meeting
- Application
- Plat Maps
- Lodging 2 Ordinance
- Notification Map
- Ordinance

Division 7. Administration and Enforcement

Sec. 9.03.255 Amendment of regulations and districts**(a) Review criteria for changes in zoning districts.**

(1) The city declares the enactment of these regulations governing the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community. Therefore, no change shall be made in the boundaries of the zoning districts except:

- (A) To correct any error in the regulations or map;
- (B) To recognize changed or changing conditions or circumstances in a particular locality;
- (C) To recognize changes in technology, the style of living, or manner of conducting business; or
- (D) To change the property to uses in accordance with the approved comprehensive plan, as it may be amended.

(2) In making a determination regarding a requested zoning change, the planning and zoning commission and city council shall consider the following factors:

- (A) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the city as a whole;
- (B) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings;
- (C) The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the city, and any special circumstances which may make a substantial part of that vacant land unavailable for development;
- (D) The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change;
- (E) How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;
- (F) Any other factors which will substantially affect the public health, safety, morals, or general welfare; and
- (G) Whether granting the request furthers the land use objectives and principles adopted by the city.

(b) Authority to amend ordinance.

(1) The city council may, from time to time, after receiving a final report thereon by the planning and zoning commission and after public hearings required by law, amend, supplement, or change the regulations herein provided or the boundaries of the zoning districts specified on the zoning district map. Any ordinance, regulation, or zoning district boundary amendment may be ordered for consideration by the city council, be initiated by the planning and zoning commission, or be requested by the owner of real property or the authorized representative of an owner of real property.

(2) Consideration for a change in any district boundary line or special zoning regulation may be initiated only by the property owner or his or her authorized agent (proof of that authorization must be submitted with the zoning application), or by the planning and zoning commission or city council on its own motion when it finds that public benefit will be derived from consideration of the matter. In the event the ownership stated on an application and that shown in city records are different, the applicant shall submit proof of ownership or verification that he or she is acting as an authorized agent for the property owner.

(3) No person who owes delinquent taxes, delinquent paving assessments, impact fees, or any other delinquent debts or obligations to the city, and which are directly attributable to a piece of property requested for zoning, shall be allowed to submit a zoning request until the taxes, assessments, debts, or obligations directly attributable to that property and owed by the owner or previous owner thereof shall have been first fully discharged by payment, or until an arrangement satisfactory to the city has been made for the payment of those debts or obligations. It shall be the applicant's responsibility to provide evidence or proof that the taxes have been paid.

(c) Application. Each application for zoning or for an amendment or change to the existing provisions of this article shall be made in writing on an application form available at the city hall, filed with the city, and shall be accompanied by payment of the appropriate fee as adopted by the city from time to time and maintained on file. The application shall also be accompanied by the following information: plans, maps, exhibits, legal description of property, information about proposed uses, and other material as deemed necessary by the director or the director's designee, in order to ensure that the request is understood. No improvements, modifications, or changes in the land or use shall be done until the application has been granted by the city. No development right, if any, shall vest upon the submission of a zoning application.

(d) Public hearing and notice.

(1) For zoning or rezoning requests involving real property, the planning and zoning commission shall hold at least one public hearing on each zoning application, as per applicable state law (Texas Local Gov't Code, chapter 211, as it may be amended). For proposed changes to zoning district boundaries, including rezoning requests, written notice of the public hearing to occur before the planning and zoning commission shall be sent to all owners of property, as indicated by the most recently approved city tax roll, that is located within the area of application and within 200 feet of any property affected thereby, this written notice to

single unit. No comment received in Public Hearing.

3. C211-02-088; Hilltop Place Subdivision, Sec. 1 & 2, on east side of RR12 approximately three-fourths of a mile north of intersection of RR12 and RR32; RA, R-1 and R-2 zoning in Planning Area A; recommended for approval by P&Z by vote of 6-0:

Chairman Busk said Lot 36, Mountain View Lodge, was excluded from this blanket zoning because it is commercial property at present and blanket zoning currently applies only to residential properties. He noted some lots on RR12 apparently have deed restrictions, which allow commercial development, but that P&Z Commissioners voted to zone all lots except Lot 36 as residential, according to lot size. In Public Hearing, Brenda Kilber, owner of lots 1, 2, and 3, showed Council a map of the relevant section of RR12 noting there are more than 25 businesses within 1.7 miles of her properties. She protested the zoning of these lots as residential and said she would like C-2 or C-3 zoning. She said she was told the Interim Comprehensive Plan restricts her area to residential zoning, but said this makes no sense. She said that if Council would delay a decision she would seek her own zoning, although she is trying to sell the properties and wants to leave zoning open to the buyer. Council asked Ms. Kilber if she wanted her lots excluded from the present zoning decision; she said she would like Council's advice. Mayor McGee said it is not proper for Council to advise on what course of action she should take, but her options are to be excluded from the zoning or be included. After further discussion with Council members and City Administrator Steve Harrison about zoning options including a PUD, Ms. Kilber said she would like to be included in the zoning, and thanked Council for its work.

4. C211-02-089, Ray Lewandowski, 785 Sunset, RA zoning in Planning Area A requested, property in Protected Waterway Overlay District:

Chairman Busk said this is an 11-acre property currently divided into two lots but the owner wants it zoned as a single lot. He said the owner might come back in the future for subdivision because he believes there is more than one building site on the lot. It is within the Protected Waterway Overlay District. No comment received in Public Hearing. Council Member Klepfer moved to approve the above four zoning applications, Council Member Knies seconded, motion approved 5-0.

Board of Adjustment:

At 7:30 Council convened as Board of Adjustment to consider a request for Variance from Steep Slope regulation by Ray Lewandowski, 785 Sunset. Administrator Harrison briefed Board on procedures and requirements for granting a variance. Gary Brim, designer and builder of the residence planned for this lot, represented Mr. Lewandowski. He described the property and site plans for the house. In response to a question from Mayor McGee, Mr. Brim said he did not know of any other site on both tracts that a home could be built on unless a driveway all the way from the top of the site to the bottom is built, and this would be visible from off the site. Even if such a drive were built, it still would not meet steep slope requirements. Mr. Brim said he calculates the slope at 21%.

FOR OFFICIAL USE ONLY

APPLICATION DATE: _____ FILE NO. _____

TENTATIVE P&Z HEARING: _____ TENTATIVE COUNCIL HEARING: _____

CITY INITIATED: ☐ YES - ☐ NO PLANNING AREA: _____ ZONING REQUESTED: _____

ZONING FEES: \$ _____ DATE PAID: _____ RECEIVED BY: _____

APPLICATION FOR COMMERCIAL ZONING

NON-RESIDENTIAL, MULTI-FAMILY DEVELOPMENTS, MOBILE HOME DEVELOPMENTS

OWNER, AGENT AND PROJECT DATA

STREET ADDRESS OF
PROPERTY TO

HAYS COUNTY CENTRAL
APPRAISAL DISTRICT

BE ZONED: 10600 Ranch Road 12 Wimberley, Texas PROPERTY ID#: R 31999 **

* New street addresses can be obtained by calling (512) 393-2160

** This number may be obtained this from your property tax statement or HCAD's website.

PLEASE PROVIDE DIRECTIONS TO YOUR PROPERTY:

3 miles south of historic downtown Wimberley on Ranch Road 12

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

1. OWNER'S NAME: 10600 Ranch Road 12 LLC HOME PHONE: _____
BUSINESS PHONE: _____
FAX: () _____
E-MAIL: _____

OWNER'S CURRENT MAILING

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
EMAIL: _____

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

AGENT'S FIRM MAILING

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
EMAIL: _____

PROPERTY INFORMATION

3. TOTAL AREA TO BE ZONED: ACRES 5.08 (OR) SQ.FT. _____ TOTAL NO. of TRACTS: 1

4. PLANNING AREA(S): A 5. REQUESTED ZONING CLASSIFICATION: L-2

PROPOSED USE(S): Lodging

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

7. LEGAL DESCRIPTION

Street Address: 10600 RR 12 Subdivision: Hilltop Place

Block(s) Section 1 Lot(s) 36

Plat Book: Volume 2 Page Number: 7

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

VOLUME: 2 PAGE: 7 OF COUNTY PLAT RECORDS

9. OTHER PROVISIONS

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

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

B. FLOOD PLAIN (What, if any, flood zone does your property occupy?): None

C. ELECTRIC UTILITY PROVIDER: Pedernales Electric Cooperative

WATER UTILITY PROVIDER: Wimberley Water Supply Corporation

WASTEWATER UTILITY PROVIDER: ~~Wimberley Water Supply Corporation~~ N/A Septic

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

Related Cases, If Applicable

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

SITE INSPECTION AUTHORIZATION

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

Date: 11/4/2021 APPLICANT SIGNATURE [Signature]

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

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

I, the Applicant herein, have checked the subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permits prohibiting certain uses and/or requiring certain development restrictions (for example, height, access, screening) on the property now being zoned on my behalf and located at: 10600 Ranch Road 12, and more particularly known as Lot 36, Block 1 of the Hilltop Place Subdivision.

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

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

Date: 11/4/2021 APPLICANT SIGNATURE [Signature]

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

SUBMITTAL CHECKLIST

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

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

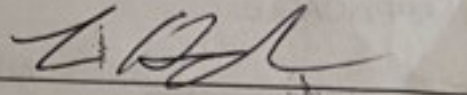
SUBMITTAL VERIFICATION AND/OR WAIVER OF APPEARANCE

() My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that City review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me, my firm, or agent, may delay the review of the Application.

() I hereby waive my right to appear before the City of Wimberley City Council at the public hearing to be held concerning the zoning of my above-referenced property. I understand that my failure to appear allows the Council to consider my zoning request; however, if questions are raised that cannot be answered, the matter will be continued.

Date: 11/19/2021

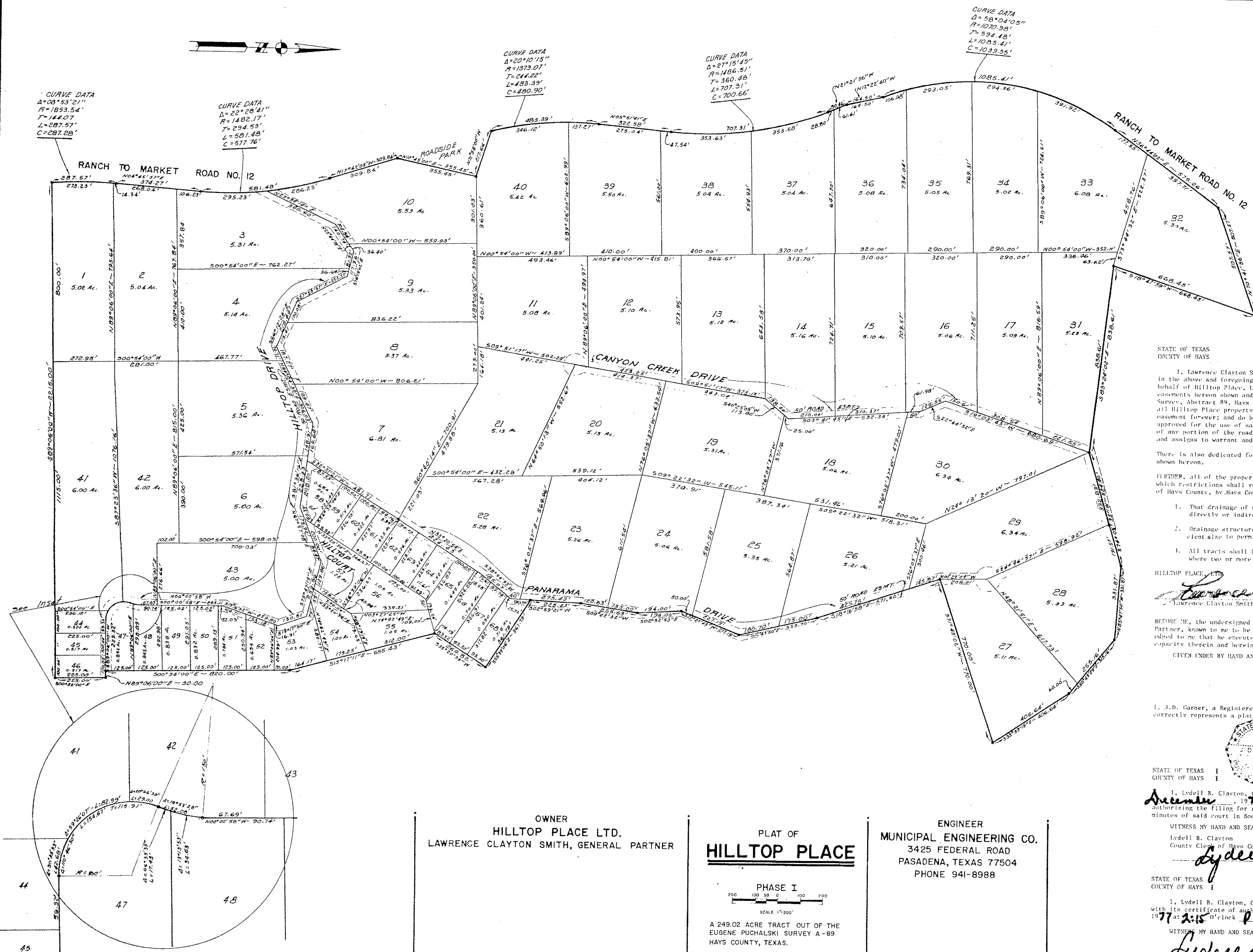
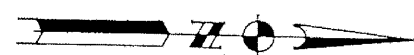
APPLICANT SIGNATURE



WHEN APPLICABLE:

Date: _____

AGENT SIGNATURE



STATE OF TEXAS
 COUNTY OF HAYS

I, Lawrence Clayton Smith, General Partner of Hilltop Place, Ltd., owner of the property subdivided in the above and foregoing map of Hilltop Place, do hereby make subdivision of said property for and on behalf of Hilltop Place, Ltd., according to the lines, streets, lots, alleys, parks, building lines, and easements hereon shown and designate said subdivision as Hilltop Place, located in the Eugene Puchalski Survey, Abstract 89, Hays County, Texas, and established as private streets, but available for the use of all Hilltop Place property owners, the Developers, and their guests, all of the area shown as roadway easement forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the use of said property owner and developers, or occasioned by the alteration of the surface of any portion of the road easements to conform to such grades; and do hereby bind ourselves, our heirs and assigns to warrant and forever defend the title to the land so dedicated.

There is also dedicated for utilities an easement twenty (20) feet in width located adjacent to all streets shown hereon.

FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title to the property, and shall be enforceable, at the option of Hays County, by Hays County of any citizen thereof, by injunction as follows:

1. That drainage of septic tanks into roads, streets, alleys, or other public ditches, either directly or indirectly, is strictly prohibited.
2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater.
3. All tracts shall have a 10 foot utility easement on both street and interior lot lines except where two or more lots are combined to be used as a single building site.

HILLTOP PLACE, LTD.

Lawrence Clayton Smith
 Lawrence Clayton Smith - General Partner

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence Clayton Smith, General Partner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set out, as the act and deed of Hilltop Place, Ltd.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of December, 1977.

Barbara S. Saperski
 Notary Public in and for Hays County, Texas

I, J.D. Garner, a Registered Public Surveyor of the State of Texas, do hereby certify that this plat correctly represents a plat of Hilltop Place.



J.D. Garner, Registered Public Surveyor, Number 1644

STATE OF TEXAS
 COUNTY OF HAYS

I, Lydell B. Clayton, County Clerk of Hays County, Texas, certify that on the 22 day of December, 1977, the Commissioners Court of Hays County, Texas passed an order authorizing the filing for record, this plat and that said order has been duly entered in the minutes of said court in Book 2, Page 277.

WITNESS MY HAND AND SEAL OF OFFICE this 22 day of December, 1977.

Lydell B. Clayton
 Lydell B. Clayton
 County Clerk of Hays County, Texas

STATE OF TEXAS
 COUNTY OF HAYS

I, Lydell B. Clayton, County Clerk of Hays County, Texas, certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 22 day of December, 1977 at 2:15 o'clock P.M., in the Plat Records of said County, in Book 2, Page 277.

WITNESS MY HAND AND SEAL OF OFFICE this 22 day of December, 1977.

Lydell B. Clayton
 Lydell B. Clayton
 County Clerk of Hays County, Texas

Division 3. District Regulations

Sec. 9.03.091 Lodging; L-2

(a) General purpose and description. The L-2, Lodging 2 district is intended primarily for the conduct of moderate lodging operations that typically depend upon frequent customer or client visits.

(b) Permitted uses.

- (1) Hotel or motel; maximum of 30 dwelling units;
- (2) Detached cabins or cottages; maximum of 30 dwelling units;
- (3) Accessory uses to the main use;
- (4) Religious assembly; and
- (5) Sale of beer, wine and alcohol for in room consumption.

(c) Conditional uses.

- (1) RV park; maximum of 30 sites (dwelling units);
- (2) Telecommunications towers, commercial antennas, and broadcast towers, subject to all applicable city regulations;
- (3) Eating establishments: sit-down, including the sale of beer, wine, or alcohol for on-premises consumption; and
- (4) Bars/taverns.

(d) Required facilities.

- (1) All motel and cabin or cottage units shall have private bath.
- (2) Electric, water, and sewer hook-up are required for each RV space.
- (3) Permanent secure building space is required for storm refuge for RV tenants.
- (4) A minimum of one bathroom with shower and toilet is required for each 10 RV sites or fraction thereof.
- (5) A laundromat with one washer and one dryer is required for each 10 dwelling units of all types.

(e) Development regulations.

- (1) Minimum lot size: 2 acres.
- (2) Maximum guest bedrooms (all forms) per acre: 10.
- (3) Maximum guest bedrooms (all forms): 60.
- (4) Maximum building height (as defined in [section 9.03.005](#)):
 - (A) Primary buildings: Not more than 2 stories and not more than 28 feet with flat roof (see definition) or 35 feet with pitched roof;
 - (B) Accessory buildings: Not more than 18 feet and not more than one story; and
 - (C) Decks: Not more than 12 feet including a railing only or 18 feet including a roof.
- (5) Minimum floor area of the lodging/service buildings:
 - (A) Six hundred square feet, plus 200 square feet per internal guest bedroom, plus 100 square feet per RV site; or
 - (B) Six hundred square feet, plus 200 square feet per internal dwelling unit, plus 100 square feet per RV site.
- (6) The minimum setbacks shall be the larger of the dimensions in [section 9.03.184\(a\)](#), table A, or the following:
 - (A) Dominant street: 30 feet;
 - (B) Secondary street: 30 feet;
 - (C) Interior side yard: 10 feet, 30 feet when adjacent to a residential district, 50 feet if the building is more than one story; and
 - (D) Rear yard: 20 feet, 40 feet when adjacent to a residential district, 60 feet if the building is more than one story.
- (7) Maximum floor area of the lodging/service building: 15,000 square feet.
- (8) Maximum impervious coverage: 60%. Impervious coverage shall be calculated as a percentage of the net site area.

(9) Maximum building coverage, including RV parking sites: 50%. Building coverage shall be calculated as a percentage of the net site area.

(10) Maximum building footprint: 7,500 square feet.

(f) Special requirements.

(1) Open storage is prohibited.

(2) For site plan requirements, see [section 9.03.183](#).

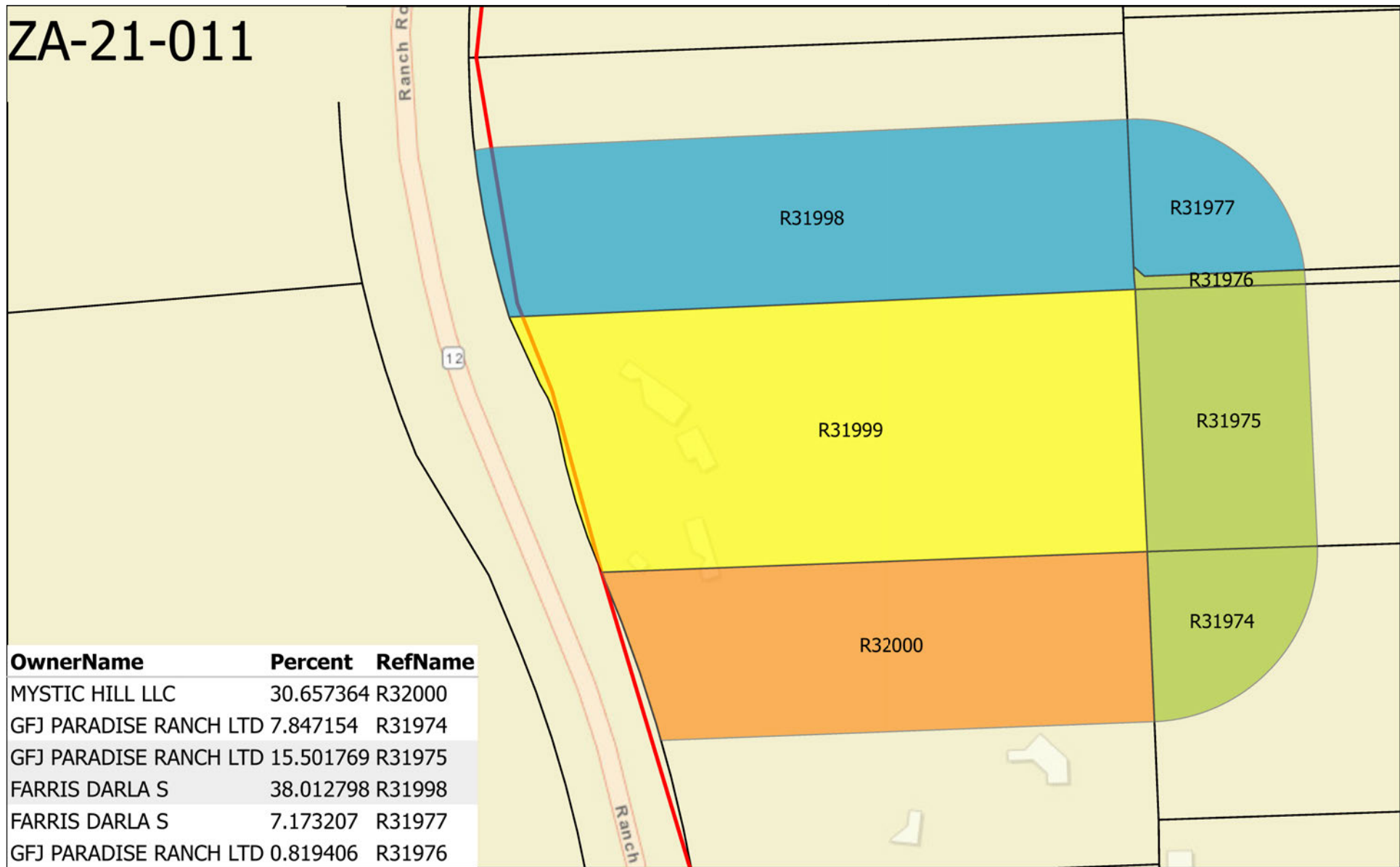
(3) Recreational vehicles, travel trailers, or motor homes may not be used for on-site dwelling or nonresidential purposes.

(g) Other regulations. As established in [division 5](#) of this article, development standards.

(h) Parking regulations. As required by [section 9.03.181](#), off-street parking and loading requirements.

(Ordinance 2001-010, sec. 34, adopted 4/1/01; 2006 Code, sec. 155.055; Ordinance 2008-023, sec. II(T), adopted 7/17/08; Ordinance 2009-050, sec. II(F), adopted 12/3/09; Ordinance 2013-014 adopted 8/1/13; Ordinance 2019-05, sec. II.B, adopted 2/7/19)

ZA-21-011



OwnerName	Percent	RefName
MYSTIC HILL LLC	30.657364	R32000
GFJ PARADISE RANCH LTD	7.847154	R31974
GFJ PARADISE RANCH LTD	15.501769	R31975
FARRIS DARLA S	38.012798	R31998
FARRIS DARLA S	7.173207	R31977
GFJ PARADISE RANCH LTD	0.819406	R31976

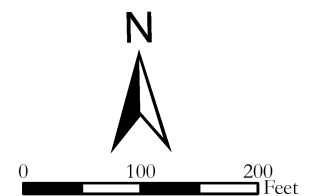


200' Notification Map

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

2021

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, REZONING LOT 36, HILLTOP PLACE SUBDIVISION, SECTION 1, WIMBERLEY, HAYS COUNTY, TEXAS, FROM RESIDENTIAL ACREAGE (RA) TO LODGING 2 (L-2)

WHEREAS, Chapter 211 of Vernon's Local Government Code empowers the City Council of the City of Wimberley to enact zoning regulations and provides for their administration, enforcement and amendment, and

WHEREAS, the regulations established by the Wimberley Code of Ordinances Article 9.03 (Zoning), as amended, (the "Code") are specifically designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public facilities; and;

WHEREAS, the City Council of the City of Wimberley has complied with all notice of public hearing as required by the Code and State law; and

WHEREAS, in keeping with the spirit and objectives of the area, the City Council has given due consideration to all components of said proposed zoning change and the recommendations of the Planning and Zoning Commission concerning recommended requirements, conditions and safeguards necessary to protect adjoining property; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

WHEREAS, the City Council desires to amend the Zoning Map by rezoning 5.08 acres, being Lot 36, Hilltop Place Subdivision, Section 1, in Wimberley, Hays County, Texas, also known as 10600 Ranch Road 12, from Residential Acreage (RA) to Lodging 2 (L-2).

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

ARTICLE I. FINDINGS OF FACT

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

ARTICLE II. REZONING

THAT the Zoning Map of the City of Wimberley is hereby amended by 5.08 acres, being Lot 36, Hilltop Place Subdivision, Section 1, in Wimberley, Hays County, Texas, also known as 10600 Ranch Road 12, from Residential Acreage (RA) to Lodging 2 (L-2) zoning classification.

City of Wimberley, Texas

ARTICLE IV. REPEALER

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

ARTICLE V. SEVERABILITY

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

ARTICLE VI. EFFECTIVE DATE

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

ARTICLE VII. PROPER NOTICE AND MEETING

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

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

CITY OF WIMBERLEY

By: _____
Gina Fulkerson, Mayor

ATTEST:

Laura Calcote, City Secretary



APPROVED AS TO FORM:

City Attorney



AGENDA ITEM:	CUP-21-022 – Vacation Rental (STR2)
SUBMITTED BY:	Nathan Glaiser, Planning and Development Coordinator
DATE SUBMITTED:	November 5, 2021
MEETING DATE:	December 9, 2021 (P&Z) / December 16, 2021 (City Council)

REPORT

ITEM

The owner of 2800 River Road is requesting a Conditional Use Permit (CUP) to allow for the operation of a Vacation Rental (STR2). The lot is currently developed with a two-bedroom home and a two-bedroom guest house. The property has private access and HOA park access to the Blanco River. There is one other vacation rental in the River Meadows subdivision.

We were unable to locate septic records for this property. The applicant has agreed to install a flow meter to monitor water use to ensure that the amount does not exceed the typical amount for a typical single-family residence of this size.

PROPERTY INFORMATION

Property Description

Applicant(s):	Patrick Birdsong
Property Address:	2800 River Road
Property Owner:	Same
Legal Description:	River Meadows, Lot 10-11
Property Size:	4.445 Acres
Existing Use of Property:	Single-Family Residence
Existing Zoning:	Single-Family Residential - 1
Shared Infrastructure	Riverfront HOA park
Request:	Operate a Vacation Rental (STR2)
Planning Area:	I
Overlay District:	none

Surrounding Property:

Frontage: River Road

Surrounding Zoning & Land Use	North of Property	Current Zoning:	Existing Land Use:
		RA	Residential
	South of Property	ETJ	Raw Land
	East of Property	R-1	Residential
	West of Property	R-1, ETJ	Residential/HOA Park

COMMENTS

Staff has received written opposition (attached) from the northernmost neighbor and easternmost neighbor that constitutes 63.5% of land area within 200 ft. This CUP will require a super-majority vote for approval. Staff has also received 10 letters (attached) from non-adjacent neighbors that are opposed to this CUP.

LEGAL NOTICE

Surrounding Neighbor Notification Letters (200'): November 22, 2021
Published Legal Notice (Wimberley View): November 25, 2021

RECOMMENDATION

Planning and Zoning Commission recommended denial (6-0) of this application at their December 9 Meeting. The reasons stated were neighborhood opposition and concern about the impacts to the shared HOA river park.

Staff recommends that if approved, City Council include the fifteen standard conditions, plus one condition requiring the applicant to install a flow meter and report usage monthly for the first six months of operating the rental.

CRITERIA FOR CONSIDERATION

When considering action on a zoning application, the Council should consider the criteria within the Code of Ordinances Sec.9.03.251.b.

Possible Motions can include:

- Motion to approve CUP-21-022
- Motion to approve CUP-21-022 with the following conditions (list all conditions)
- Motion to deny CUP-21-022

ATTACHMENT/S

- Criteria For Consideration

- Letters of Opposition
- Application
- Notification Map
- Ordinance

Division 7. Administration and Enforcement

Sec. 9.03.251 Conditional use permits**(a) Conditional uses.**

(1) The purpose of the CUP, conditional use permit, process is to allow certain uses which are not specified, permitted uses within a zoning district. To be considered for a CUP, the requested use must be listed under "conditional uses" within the specific zoning district. Possible conditional uses, if any, are listed in each zoning district.

(2) The city council by an affirmative vote may, after public hearing and proper notice to all parties affected, and after recommendations from the planning and zoning commission that the uses are in general conformance with the intent of the comprehensive plan and with general objectives of the city, and containing such requirements and safeguards as are necessary to protect adjoining property, authorize certain uses by a CUP. As a zoning action, issuance of a CUP shall only apply to real property (such as shall not be attached to any person, business entity, or the like) and shall not be transferred from one property to another (such as shall not move if a business operation relocates).

(3) A zoning application for a CUP shall be accompanied by a metes and bounds description and a survey or scale drawing showing the property for which the CUP is being requested, and by a development plan (see [section 9.03.183](#)) drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities; size, height, construction materials, and locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, plantings, and fences; and the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of 200 feet. The city shall make available application forms specifying drawing requirements. The director or his or her designee, the planning and zoning commission, or the city council may require additional information or drawings (such as building floor plans), operating data, and expert evaluation or testimony concerning the location, function, and characteristics of any building or use proposed. The development plan shall be reviewed and approved along with the CUP zoning application, and in accordance with [section 9.03.183](#) of this code.

(b) Conditional use permit regulations.

(1) In recommending that a conditional use permit for the premises under consideration be granted, the city shall determine that the uses are harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys, and sidewalks, means of ingress and egress to public streets, provisions for drainage, adequate off-street parking, screening, and open space, heights of structures, and compatibility of buildings. In approving a requested CUP, the planning and zoning commission and the city council may consider any or all of the following:

(A) The use is harmonious and compatible with surrounding existing uses or proposed uses, and does not more adversely affect an adjoining site than would a permitted use;

(B) The architecture, facade, and signage designs of the use are traditional Hill Country designs and are harmonious with those of adjacent uses. In the case of chain establishments, they shall not include or simulate the signature designs of those establishments beyond the absolute minimum necessary to identify the establishment;

(C) The use requested by the applicant is set forth as a conditional use in the base district;

(D) The nature of the use is reasonable;

(E) The conditional use does not adversely affect the safety or convenience of vehicular or pedestrian circulation, including reasonably anticipated traffic and uses in the area;

(F) The conditional use does not adversely affect an adjacent property by its resulting traffic through the location, or its lighting, or its type of sign; and

(G) Any additional conditions specified, if any, ensure that the intent and purposes of the base district are being upheld.

(2) In granting a conditional use permit, the planning and zoning commission and the city council may impose conditions which shall be complied with by the owner or grantee before a certificate of occupancy may be issued by the building official, or his or her designee, for use of the building on that property pursuant to the conditional use permit and the conditions precedent to the granting of the certificate of occupancy. Any special conditions shall be set forth in writing by the city council prior to issuance of the certificate of occupancy, and shall be incorporated into the amending ordinance establishing the CUP.

(3) No conditional use permit shall be granted unless the applicant, owner, and grantee of the conditional use permit shall be willing to accept and agree to be bound by and comply with the written requirements or conditions of the conditional use permit, as incorporated into the amending ordinance establishing the CUP, and as reviewed by the planning and zoning commission and approved by the city council.

(4) In the event that no progress has been made toward the completion of the project described by a CUP, the CUP shall expire two years from the effective date of the ordinance authorizing the CUP. No development right, if any, shall vest in a CUP that has expired or is no longer valid.

(5) No building, premises, or land used under a conditional use permit may be enlarged, modified, structurally altered, or otherwise significantly changed unless an amended conditional use permit is granted for that enlargement, modification, structural alteration, or change. Minor changes or alterations may be approved by the director or his or her designee.



**CITY OF
WIMBERLEY**

Conditional Use Permit

Planning & Development

FOR OFFICE USE ONLY

Date: _____ CUP - _____ - _____ Staff Review _____

P&Z Hearing: _____ Council Hearing: _____ Fees Paid (\$650): ☐ _____

Applicant: Patrick Birdsong

Mailing Address: PO BOX 90759 Austin, TX 78709

Phone: Email:

OWNER'S INFORMATION

Property Owner: Patrick and Melody Birdsong

Mailing Address:

Phone: Email:

PROJECT SITE ADDRESS: 2800 River Road Wimberley, TX 78676

Legal description: RIVER MEADOWS, LOT 10-11, ACRES 4.445

Total Acreage or Square Footage: 2402sqft on 4.4445 Acres Deed recorded in: Hays County

Hays CAD Parcel ID R- 11-7020-0000-01000-8 Planning Area: I Zoning: R1

Is property located in an overlay district? ☐ Yes ☐ No If Yes, type: _____

SPECIFIC CONDITIONAL USE REQUEST: Short Term Rental

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

UTILITIES

Electric Provider: Pedernales Electric

Water provider or Private Well: Private Well

Wastewater Service or Septic Permit No.

*If you have an On-Site Sewage Facility (OSSF) you can submit an open records request for your permit information if you do not have it.

Forms & Applications October 2021 1



(512) 847-0025



www.cityofwimberley.com



221 Stillwater, Wimberley, Texas 78676

CONDITIONAL USE PERMIT (CUP) SUBMITTAL CHECKLIST

- ☒ Complete "Conditional Use Permit Application"
- ☒ Metes and bounds description and/or survey exhibit
- ☒ Site Plan drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities; size height, construction materials, and locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, plantings and fences
- ☒ Copy of the Original Deed(s)
- ☒ Payment of application fee (credit card payments, checks/money orders, cash exact change only)
- ☐ Agent authorization to represent property owner if applicable

MY REQUEST IS BASED ON THE FOLLOWING:

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

SUBMITTAL VERIFICATION

My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that City review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me, my firm, or agent, may delay the review of the Application. I authorize City of Wimberley Staff to visit and inspect the property for which this application is being submitted. I agree to attend or have a representative attend the Planning & Zoning Commission and City Council meetings. I have checked the subdivision plat notes, deed restrictions, restrictive covenants and/or zoning actions to ensure that there are no restrictions on the subject property and understand that the City zoning action does not relieve any obligation of these restrictions.

Applicant's Signature:

Patrick Birdsong
dotloop verified
 11/05/21 10:55 AM CDT
 R7MC-GBML-7DFV-DD98

Date: 11/05/2021

Forms & Applications October 2021 2

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

OWNER: Patrick and Melody Birdsong

LOCATION OF PROPERTY: 2800 River Road Wimberley, TX 78676

LEGAL DESCRIPTION: RIVER MEADOWS, LOT 10-11, ACRES 4.445

PLANNING AREA: I PRESENT ZONING: R1

EXISTING USE: Residential Use

HOMEOWNERS ASSOCIATION CONTACT INFO: Jason Aldridge, HOA President, [REDACTED], [REDACTED]

SHARED FACILITIES (RIVER PARK, POOL, ETC.): Riverfront HOA park

PROPERTY IN FLOODPLAIN? ☒ YES ☐ NO

GATED COMMUNITY OR PRIVATE STREET? ☐ YES ☒ NO

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

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

COMPATIBILITY TO NEARBY AREAS: The facilities on the property will always be harmonious and compatible with surrounding uses

OFF-STREET PARKING: All parking will be off-street. 8 Off-street parking spaces will be provided for off-street guest parking, which will be adequate for a maximum occupancy of 11 guests. Parking will be in these spaces only.

SIGNAGE: All signage will be of traditional “Hill Country” design and will comply with the City Sign Ordinance.

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

NUMBER OF BEDROOMS: 4 **PROPOSED MAXIMUM OCCUPANCY:** 11 guests.

Forms & Applications October 2021 3

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

WASTEWATER SYSTEM: The wastewater treatment system (to be designed and constructed) will always be adequate for the maximum occupancy.

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

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

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

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

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

ACCEPTED AND AGREED TO:

Patrick Birdsong
dotloop verified
11/05/21 10:55 AM CDT
6MZA-QTRM-GLCI-5JHF

OWNER SIGNATURE

Patrick Birdsong

PRINT NAME

11/05/2021

DATE

Melody Birdsong
dotloop verified
11/05/21 11:05 AM CDT
HAHL-RIL3-8LIT-4YUJ

OWNER SIGNATURE

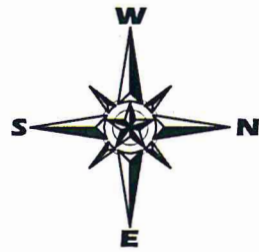
Melody Birdsong

PRINT NAME

11/05/2021

DATE

SURVEY OF LOTS 10 AND 11 RIVER MEADOWS VOLUME 2, PAGE 125, H.C.P.R. HAYS COUNTY, TEXAS



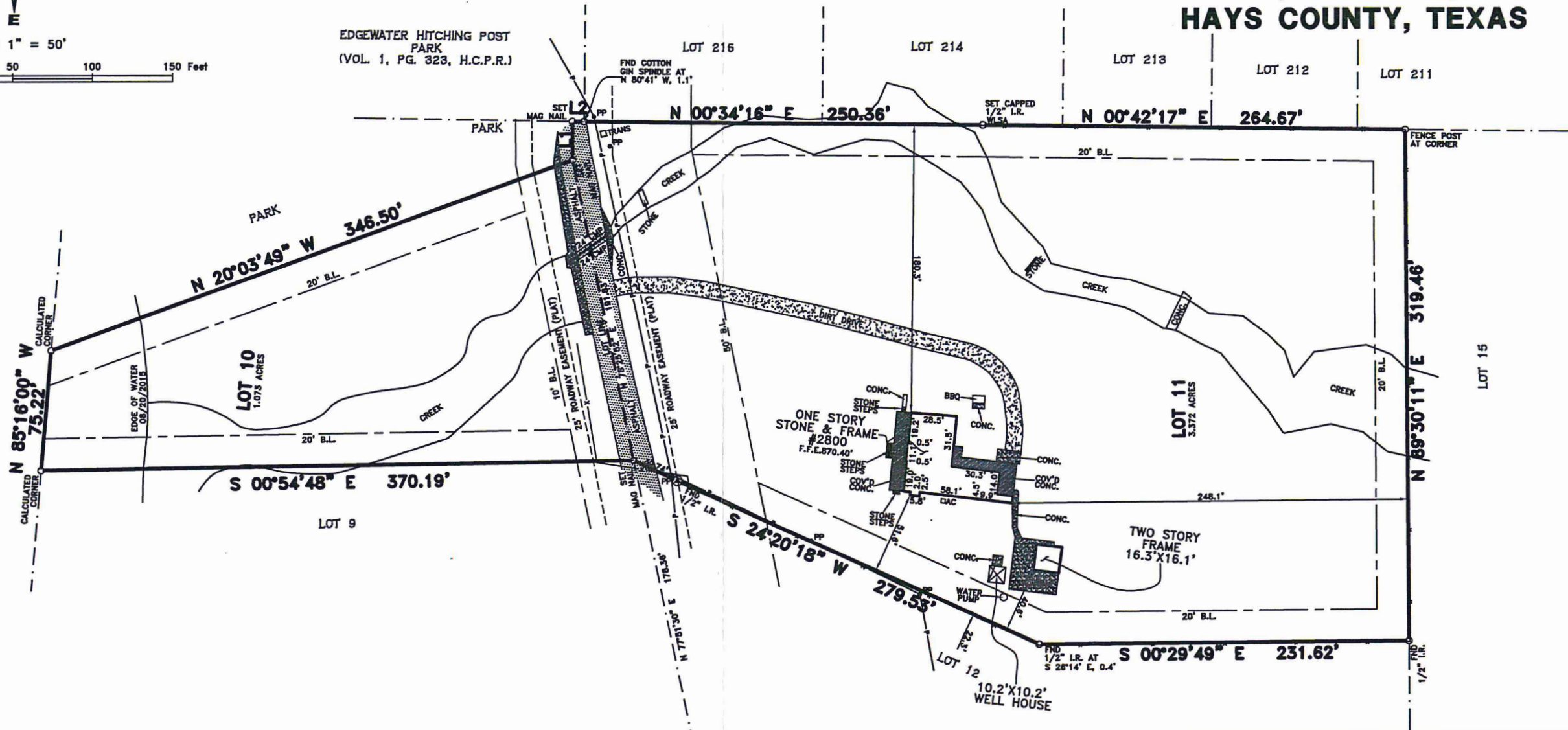
SCALE: 1" = 50'

50 0 50 100 150 Feet

WIMBERLEY CAMPFIRE NO. 2, SECTION 4
(VOL. 1, PG. 326, H.C.P.R.)

EDGEWATER HITCHING POST
PARK
(VOL. 1, PG. 323, H.C.P.R.)

BLANCO RIVER



GENERAL NOTES

- 1) THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT OF NO. 201402115 OF HERITAGE TITLE COMPANY OF AUSTIN, INC., EFFECTIVE DATE OF JULY 21, 2015. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY.
- 2) ALL BEARINGS ARE BASED ON THE RECORDED PLAT, UNLESS OTHERWISE NOTED.
- 3) ALL EASEMENTS AND BUILDING LINES ARE BASED ON RECORDED PLAT, UNLESS OTHERWISE NOTED.
- 4) THE SUBJECT PROPERTY IS PARTIALLY LOCATED IN ZONE "AE" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 480321 0335 F, REVISED SEPTEMBER 02, 2005. ZONE DETERMINATION WAS DONE BY GRAPHIC PLOTTING FROM THE FEMA MAP. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
- 5) SUBJECT TO RESTRICTIVE COVENANTS BY VOL. 366, PG. 173, AND VOL. 366, PG. 178, H.C.D.R.
- 6) SUBJECT TO ELECTRIC AND TELEPHONE TRANSMISSION EASEMENT (BLANKET-IN-NATURE) TO PEDERNALES ELECTRIC COOPERATIVE, INC. BY VOL. 347, PG. 860, H.C.D.R. FOUND NO ABOVE GROUND PHYSICAL EVIDENCE WITHIN SUBJECT PROPERTY PER FIELD INSPECTION AT TIME OF SURVEY EXCEPT AS SHOWN.
- 7) BUILDING LINE RESTRICTIONS BY VOL. 366, PG. 173, AND VOL. 366, PG. 178, H.C.D.R. AND RECORDED PLAT. SUBJECT TO A 50' BUILDING LINE FROM THE EDGE OF WATER OF THE BLANCO RIVER, PER NOTE ON RECORDED PLAT AND BY VOL. 366, PG. 173, AND VOL. 366, PG. 178, H.C.D.R.

REVISIONS

DATE	REASON
-	-

LINE TABLE

LINE	DISTANCE	BEARING
L1	24.17'	S 89°50'11" W
L2	7.21'	N 00°48'30" E

LEGEND

- PP - POWER POLE
- OP - OVERHEAD POWER LINE
- TRANS - ELECTRIC TRANSFORMER
- WF - WIRE FENCE
- CMP - CORRUGATED METAL PIPE
- B.L. - BUILDING LINE
- P.U.E. - PUBLIC UTILITY EASEMENT
- (A) - CONTROL MONUMENT
- () - RECORD

I, MICHAEL TURNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE PROPERTY LEGALLY DESCRIBED HEREON. THAT THE FACTS FOUND ALONG THE LINE OF THIS SURVEY SHOW THE IMPROVEMENTS AND THAT THERE ARE NO ENCROACHMENTS APPARENT IN THE GROUND, EXCEPT AS SHOWN BY THIS SURVEYOR FOR WINDROSE LAND SERVICES AUSTIN.

MICHAEL TURNER
REGISTERED PROFESSIONAL LAND SURVEYOR
6441

DATE: 8/11/15

MICHAEL TURNER
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR
R.P.L.S. NO. 6441

PURCHASER: GREGORY C. GIBSON AND PATRICIA A. GIBSON
ADDRESS: 3800 RIVER ROAD, WIMBERLEY, TEXAS 77676
LENDER: -
TITLE COMPANY: HERITAGE TITLE COMPANY OF AUSTIN, INC.

FILED BY: 08/21/15 CS
DRAWN BY: 08/24/15 MCL
CHECKED BY: 08/01/15 MT
JOB NO. 31290
SHEET 1 OF 1

Windrose Land Services Austin

4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744

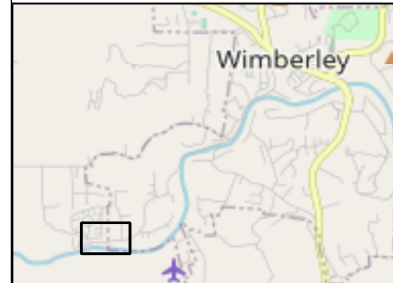
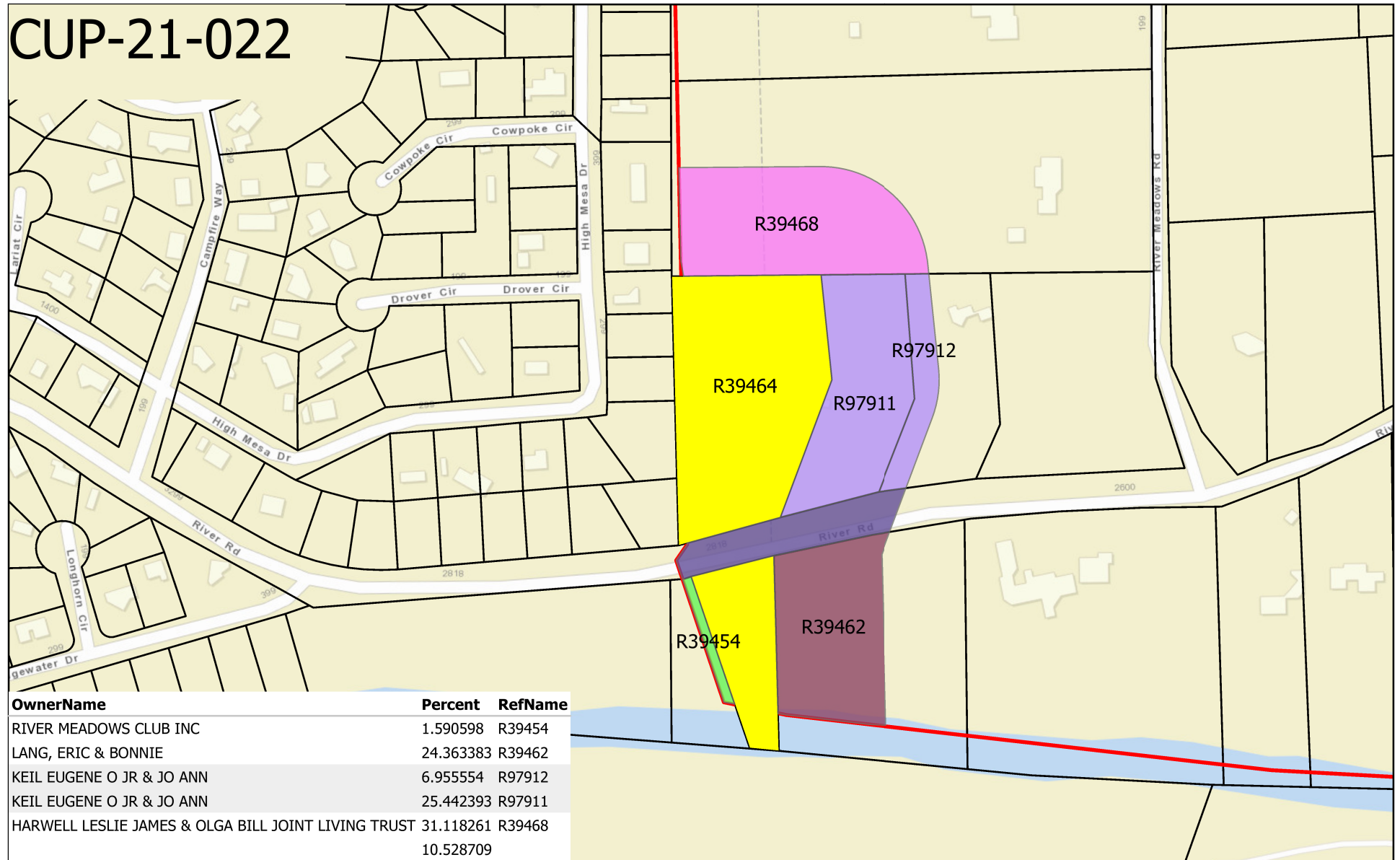
Telephone: (512) 328-2100
Fax: (512) 328-2770
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new fence
installed
and
paved 1.

new fence installed with
automatic gate



CUP-21-022

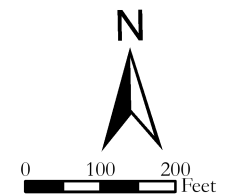


200' Notification Map

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

2021

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



Nathaniel Glaiser

From: Jason Aldridge [REDACTED]
Sent: Wednesday, December 8, 2021 1:38 PM
To: Nathaniel Glaiser
Cc: Nathaniel Glaiser
Subject: Opposition to Patrick Birdsong's application for a CUP-21-022

Follow Up Flag: Follow up
Flag Status: Flagged

Nathan Glaiser,

As current president, I am representing River Meadows Club, Inc. at the meeting this Thursday December 9th, 2021. We were a recipient of notification as one of the properties within 200 ft of this CUP's location. We very much oppose the City of Wimberley granting Patrick Birdsong a CUP.

We do not want a lot of loud disturbances by the guests late into the night, trash left in the neighborhood, up to eleven persons allowed to stay at the location, and unsupervised parties to all hours of the night.

Our owners do not want these kind of activities in the neighborhood. We have deed restrictions which prohibit short term rentals.

Patrick Birdsong purchased his property with these new deed restrictions in place that do not allow short term rentals. He proceeded to list and rented several weekends on the internet this spring and summer. (If Patrick Birdsong did not respect our rules in our neighborhood, River Meadows, what makes you think he will respect the rules for our City of Wimberley?)

We respectfully ask you to deny his application for a Conditional Use Permit to operate a Vacation Rental.

Thanks,
Jason Aldridge

111 Lighted Way
Austin, TX 78757
[REDACTED]

Nathaniel Glaiser

From: William Bowman [REDACTED]
Sent: Tuesday, December 7, 2021 5:00 PM
To: Nathaniel Glaiser
Cc: Richard Adams; Jason Aldridge
Subject: Short Term Rental Application in River Meadows HOA

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Glaiser,

It has recently come to my attention that a new owner within the River Meadows HOA will be applying for a short-term rental (STR) CUP for their property. You may not be aware that STR's are specifically not allowed by the River Meadows HOA Deed Restrictions. Owners are provided with a copy of the HOA By-Laws and Deed Restrictions as part of their closing documents. These restrictions are included for a reason and all owners are expected to adhere to them.

My wife and I are strongly in opposition to an STR CUP being given to this property.

William and Candace Bowman
220 Leach Lane
Wimberley, Texas
[REDACTED]

Nathaniel Glaiser

From: Jim Braniff, II [REDACTED]
Sent: Tuesday, December 7, 2021 8:58 PM
To: Nathaniel Glaiser
Subject: FW: River Meadows Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Glaiser, so sorry I entered you address incorrectly. Please see my email below. Thank you for your consideration.

Jim Braniff

From: Jim Braniff, III
Sent: Tuesday, December 7, 2021 7:39 PM
To: nglasier@cityofwimberley.com
Subject: River Meadows Subdivision

Dear Mr. Glasier:

I am a property owner/resident in River Meadows Subdivision and have been for about 20 years. This subdivision is made up of single family homes and the property owners know each other and work to maintain our personal relationships and the quality of life, without any commercial enterprises.

I understand that a new resident of River Meadows, Section One, is seeking a Wimberley Short Term Rental Permit "CUP". This type of use is strictly prohibited by River Meadows Deed Restrictions. We do not want this property owner or any present or future property owner to introduce this use into our subdivision. We surely do not want the Zoning Commission to allow such use in violation of our Deed Restrictions and our consistent advice to the City that we respectfully expect our residents and the City to honor our Restrictions. One property owner should not be permitted to modify the character of River Meadows.

Thank you so very much for listening to our request.

James J. Braniff III
2555 River Road

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Nathaniel Glaiser

From: James Davidson [REDACTED]
Sent: Tuesday, December 7, 2021 5:43 PM
To: Nathaniel Glaiser
Cc: Jason Aldridge
Subject: Opposition to C.U.P. 20-022

Follow Up Flag: Follow up
Flag Status: Flagged

As home owners in the River Meadows Home Owners association we purchased our land and built our home with the rules represented by our association. We are
opposed to someone coming in trying to change the rules that we all abide to. One person cannot or should not be
arbitrarily able to corrupt our way of living in our
neighborhood. This is not the Wimberley Way Thank you very much James and Laura Davidson

Nathaniel Glaiser

From: [REDACTED]
Sent: Tuesday, December 7, 2021 4:50 PM
To: Nathaniel Glaiser
Cc: Bob Dussler
Subject: Zoning Commission

Follow Up Flag: Follow up
Flag Status: Flagged

Chairman Glaiser—

As a resident of River Meadows and a former Wimberley City Councilman, I am strongly opposed to the City issuing a CUP for any property in River Meadows which would permit short term rentals. This would directly violate the River Meadows deed restrictions. Thanks for your consideration. —Bob Dussler Sent from my iPhone

Nathaniel Glaiser

From: Leslie Harwell [REDACTED]
Sent: Tuesday, December 7, 2021 12:13 PM
To: Nathaniel Glaiser
Cc: Jason Aldridge
Subject: Objection to CUP-21-022

Follow Up Flag: Follow up
Flag Status: Flagged

To: Nathan Glasier, Planning and Development Coordinator

Please accept this comment on Conditional Use Permit 21-022 to be heard per agenda item 5.2 at the upcoming P&Z Commission meeting on 12/9/21.

My name is Mr. Leslie Harwell and I live at 115 River Meadows Road, just off River Road. My property is Lot 15, Section 1 of the River Meadows Subdivision, a deed-restricted development. Several years ago River Meadows addressed the question of vacation rentals, and all sections except one decided against them, Section 1 was one of those against.

The property that is the subject of this CUP is Lot 11 of Section 1, and is therefore not permitted by the River Meadows Subdivision. This CUP should never have been submitted.

My property shares a common boundary with Lot 11 for a little over 300 feet, and would be directly impacted by vacation rental use. One of the primary aspects of our subdivision is the peaceful and quiet enjoyment of our property, and a vacation rental on Lot 11 would inevitably lead to noise and disorderly conduct problems. In addition, a creek flows through both properties and out to the Blanco River. The creek floods frequently and has destroyed the fence that once crossed it. It is useless to try to replace it. My concern is that visitors exploring the creek would wander onto my property causing damage and/or becoming a nuisance.

For these reasons, I formally protest this CUP and request the P&Z Commission not approve it.

I plan to attend the meeting on the ninth.

Leslie James Harwell
115 River Meadows Road
[REDACTED]

Nathaniel Glaiser

From: From: Jo Ann Keil [REDACTED]
Sent: Thursday, December 9, 2021 2:11 PM
To: Nathaniel Glaiser
Subject: CUP-21-022

This is in response to the Notice of Public Hearing for CUP-21-022 for a vacation rental property at 2800 River Road.

My husband and I have lived in the River Meadows Subdivision for a little over 21 years. We moved here because it is a small quiet subdivision and property owners have at least 3 acres and for the most part are full time residents. Those that do not live here full time use their property for family gatherings on holidays and weekends. We own the property next door to 2800 River Road.

We oppose the request to use the property as a Vacation Rental. We feel that by approving this it will open the door for recently sold and pending future sales to open additional vacation rentals. We want to keep River Meadows Subdivision as is, residential properties and not vacation rentals.

Thank you.

Nathaniel Glaiser

From: [REDACTED]
Sent: Wednesday, December 8, 2021 4:54 PM
To: Nathaniel Glaiser
Subject: Pending request for a CUP

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr Glaiser,

My name is Ken Ownby and I live on Leach Lane – just at River Road. My wife and I bought property in Wimberley about a year ago and moved here permanently in May. One of the reasons we chose this property is because of the HOA injunction against Vacation Rental for the property in our HOA. I would like to respectfully request that you deny the pending application for a Conditional Use Permit to operate a vacation rental in this area.

Thanks and best regards,
Ken Ownby

Nathaniel Glaiser

From: Christopher Paxton [REDACTED]
Sent: Friday, December 10, 2021 5:27 PM
To: Nathaniel Glaiser
Subject: Pending request for a CUP

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Mr Glaiser,

I am a resident in the River Meadows HOA at 200 Leach Lane. I am writing to respectfully request that the pending application for a Conditional Use Permit to operate a vacation rental in the area be denied. The injunction against vacation rentals in the HOA was an attractive part of the neighborhood for us and we hope that aspect of the HOA will be maintained.

Thanks for the consideration,
Chris Paxton
[REDACTED]

Nathaniel Glaiser

From: Tom Speck [REDACTED]
Sent: Tuesday, December 7, 2021 3:11 PM
To: Nathaniel Glaiser
Subject: River Meadows CUP

Mr. Nathan Glaiser
Zoning Commission Chairman

Dear Mr. Glaiser

I understand that the owner of a residence at 2800 River Road, in River Meadows Section I is seeking a CUP to allow the property to be rented out on a short term basis.
I have owned a property in River Meadows on River Bluff Lane for over 20 years and am the past Treasurer (for 12 years) of the River Meadows POA.

I object to the city granting a CUP for this property. Under the Deed Restrictions in place for our River Meadows subdivision, short term rentals are prohibited. I purchased my property for the quiet enjoyment of my property and with the understanding that the existing Deed Restrictions did not allow weekend rentals of surrounding homes.
By granting a CUP to this property owner, the City would be subverting our legal Deed Restrictions and subjecting adjacent homeowners to the possibility of weekend parties with loud noise and security issues.

Thank you for your consideration

Tom Speck
200 River Bluff Lane
Wimberley TX 78676

Nathaniel Glaiser

From: Arthur Valentine [REDACTED]
Sent: Tuesday, December 7, 2021 1:59 PM
To: Nathaniel Glaiser
Subject: objection to STR in Section 1

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Nathan,

My name is Arthur Valentine. My wife Lisa and I live in the River Meadows subdivision, at 310 River Bluff Ln.

There is a hearing Thursday for a property on River Rd (in Section 1) seeking a Conditional Use Permit for Short Term Rentals. As residents of the subdivision we would like to lodge our objection to such a permit.

Rentals are a violation of the River Meadows Deed Restrictions. We purchased in the area with the understanding that both my neighbors and I would follow those restrictions. We had a recent bad experience with short term rentals - a golf cart driven by two individuals (they appeared to be teenagers) crashed into our property fence and destroyed a rail. It is exactly this type of behavior that we seek to minimize via the POA restrictions.

Travel prevents me from attending the hearing in person, but we appreciate the ability to share our thoughts with you in advance.

Thanks for your consideration and for your service to Wimberley,

Art Valentine
310 River Bluff Ln
Wimberley, TX 78676
[REDACTED]

Nathaniel Glaiser

From: jules jones [REDACTED]
Sent: Monday, December 13, 2021 1:28 PM
To: Nathaniel Glaiser
Subject: Opposition to River Meadows STR

Hello Mr. Glaiser.

My name is Jules Jones and I live in the River Meadows neighborhood here in Wimberley.

I'm writing to voice my concerns about the Short Term Rental being sought by our new neighbor at 2800 River Road. This neighborhood voted to prohibit STRs because of the noise, traffic, litter, and other factors that come with these types of rentals.

Mr. Birdsong was aware of the deed restrictions when he purchased the home and proceeded to rent the house anyways. In the short period when he rented the house to weekend vacationers, there was litter in the river park and along the road.

For what it is worth, I just wanted to share my opinion which is to deny the conditional use permit.

I apologize for missing the public hearing on Thursday as I was traveling in West Texas.

Thanks for all your hard work.

Jules Jones
130 McCall Lane
[REDACTED]

ORDINANCE NO. 2021-XX

AN ORDINANCE APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY PATRICK BIRDSONG TO PERMIT THE OPERATION OF A VACATION RENTAL (STR2) ON PROPERTY LOCATED AT 2800 RIVER ROAD, WIMBERLEY, TEXAS, ZONED SINGLE-FAMILY RESIDENTIAL 1 (R-1); AND PROVIDING FOR FINDINGS OF FACT; AMENDMENT OF THE ZONING DISTRICT MAP; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING; AND PROVIDING FOR CERTAIN CONDITIONS.

WHEREAS, an application for a Conditional Use Permit (“CUP”) has been filed by Patrick Birdsong (“Applicant”) requesting authorization to operate a vacation rental (STR2) on real property described as River Meadows, Lots 10 & 11, zoned Single-family residential 1 (R-1); and

WHEREAS, a vacation rental (STR2) is an authorized use in areas zoned Single-family residential 1 (R-1) upon approval of a CUP;

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

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

WHEREAS, the City Council finds that the use of the subject property as a vacation rental (STR2) facility, subject to the conditions imposed by this Ordinance, is an appropriate use for the property and is a compatible use with the surrounding properties and neighborhoods.

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

ARTICLE I. FINDINGS OF FACT

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

ARTICLE II. APPROVAL - TERMS AND CONDITIONS

The CITY COUNCIL HEREBY GRANTS the Application for a Conditional Use Permit submitted by Patrick Birdsong (“Applicant”) for use as a vacation rental (STR2) on real property, described as River Meadows, Lots 10 & 11, as more particularly described by survey in Exhibit “A”, attached and incorporated by reference, zoned Single-family residential 1 (R-1), Wimberley, Hays County, Texas, subject to the following terms and conditions:

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

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

14. The owner of the property or the owner's agent, which may be a vacation rental agency, shall provide each renter a property map for the vacation rental property that shows the boundaries of the property and advises that trespassing on adjacent property is prohibited.
15. Should an operating permit for vacation rental facilities be established by the City in the future, the owner of the subject property shall comply with any and all applicable operating permit requirements that may be established by the City.
16. A flow meter shall be installed on the water well and readings shall be reported to the City on the first of each month, for the first six (6) months of operation. The CUP shall terminate if the water usage exceeds that of a typical four (4) bedroom single-family residence.

ARTICLE III. ZONING DISTRICT MAP

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

ARTICLE IV. REPEALER

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

ARTICLE V. SEVERABILITY

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

ARTICLE VI. EFFECTIVE DATE

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

ARTICLE VII. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED by the City of Wimberley City Council on the 16th day of December, 2021 by a vote of _ (Ayes) and __ (Nays) and __ (Abstain).

CITY OF WIMBERLEY

By: _____
Gina Fulkerson, Mayor

ATTEST:

Laura Calcote, City Secretary



APPROVED AS TO FORM:

City Attorney



AGENDA ITEM:	Construction Services Agreement – Brizo Construction, LLC
SUBMITTED BY:	Jessica Daidone, LCMS
DATE SUBMITTED:	12/9/21
MEETING DATE:	12/16/21

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to execute a Construction Services Agreement between the City of Wimberley and Brizo Construction LLC. to provide Reconstruction services related to the 2015 CDBG-DR Housing Assistance 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

- Construction Agreement for Brizo Construction, LLC.
- Brizo Proposal

**CONSTRUCTION SERVICES FOR NON-RENTAL HOUSING PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM THROUGH THE
GENERAL LAND OFFICE
CONTRACT NO. 19-107-000-B443**

The City of Wimberley (“the City”) and Brizo Construction, LLC. (“Contractor”), each a “Party” and collectively “the Parties,” enter into the following contract for Housing Construction (the “Contract”).

In 2015, the City of Wimberley experienced flooding from two separate events that brought heavy wind and rain in the months of May (DR-4223) and October (DR-4245). Because of the significant damage caused by these storms, Hays County was determined by HUD (U.S. Department of Housing and Urban Development) to be one of the Most Impacted and Distressed¹ counties in the State of Texas, receiving an award of \$3,703,459 from the Texas General Land Office (GLO) for housing recovery. Through the Method of Distribution, the City allotted \$1,353,711.76 directly to the City of Wimberley for housing assistance.

The City of Wimberley and Contractor enter into this agreement (the “Contract”) under the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Consolidated Appropriations Act, 2016 (Public Law 114-113), enacted on December 18, 2015, and the Consolidated Appropriations Act, 2017 (Public Law 115-31), enacted on May 5, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Severe Storms, Tornadoes, Straight-line Winds, and Flooding (DR-4223) and the Texas Severe Winter Storms, Tornadoes, Straight-line Winds, and Flooding (DR-4245), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR (Federal Award Number B-16-DH-48-0001), awarded April 25, 2017, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner, and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

SCOPE OF WORK

The City of Wimberley is not liable to the Contractor for any costs Contractor incurs before the effective date of this Contract or after the expiration or termination of this Contract. The City, in its sole discretion, may reimburse Contractor for allowable program costs incurred before the effective date of this Contract, in accordance with federal law.

¹ Most Impacted and Distressed is defined on page 21 of 81 FR 39687, published June 17, 2016. Found at: <https://www.gpo.gov/fdsys/pkg/FR-2016-06-17/pdf/2016-14110.pdf>

I. Housing Rehabilitation Scope of Work

Contractor will perform, or cause to be performed, rehabilitation, reconstruction or new construction of residential construction projects (the “Project”) for the City of Wimberley CDBG-DR program.

- a. Development of a thorough scope of necessary repairs using a GLO-prescribed form;
- b. Coordination with the property owner and his/her family and case management from assignment to obtaining a certificate of occupancy for closing;
- c. Obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
- d. Providing architectural and house plan renderings;
- e. Demolition of damaged interior and exterior materials;
- f. Foundation leveling, repair, and/or elevation;
- g. Structural damage repair;
- h. Building envelope repair, including:
 - Roof repair or replacement and attendant damage
 - Door and window replacement
 - Siding /veneer repair or replacement
 - Mechanical (HVAC), electrical, and plumbing systems repair or replacement
 - Drywall repair or replacement
 - Rough and trim carpentry;
- i. Surface preparation and painting;
- j. Flooring repair or replacement;
- k. Cabinet and appliance replacement;
- l. Lead-based paint mitigation;
- m. Specialty construction elements associated with historic properties, including coordination with Texas Historical Commission, the City of San Marcos’ Historic Preservation Commission and other local historic districts and stakeholders in other jurisdictions;

- n. Wind mitigation and retrofitting measures (in areas designated as a Catastrophe Area by the Commissioner of Insurance of the State of Texas);
- o. Specialty construction elements associated with Green Building Construction techniques as required by HUD;
- p. Addressing special needs accessibility requirements;
- q. Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities; and
- r. Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing material.

II. Reconstruction and New Construction Scope of Work

The scope of work for each reconstructed or newly constructed structure will vary but may include, although not be limited to, the following:

- a. Coordination with the property owner and his/her family from assignment to obtaining a certificate of occupancy for closing;
- b. Utility disconnection and deactivation;
- c. Demolition of existing structure;
- d. Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- e. Providing architectural and house plan renderings;
- f. Site preparation;
- g. Construction of new residential structures including 2, 3, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards as well as the specified Green Standard (see Attachment A: City of Wimberley CDBG-DR Housing Guidelines for further information);
- h. Meeting 24 CFR 982.401, Housing Quality Standards, and City building requirements;
- i. Accessibility and design of projects to comply with the American with Disabilities Act of 1990 (if applicable) known as ADA requirements with HUD exceptions; and
- j. Meeting the requirements of the GLO's Viability Standards (Attachment A: City of Wimberley Housing CDBG-DR Guidelines for further information).

INSURANCE: The successful respondents will be required to furnish proof of insurance for Worker' Compensation, Auto Liability and General Liability before any work may begin.

III. Additional Requirements

- a. Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- b. Comply with all applicable local, state, and federal laws, regulations, and guidelines, which may include: HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act (for repairs to properties containing more than eight (8) units); and Section 3 of the Housing and Urban Development Act of 1968;
- c. Mobilize in the awarded Zone(s) within 45 days from the execution of an individual house contract between the contractor and home owner;
- d. Provide documentation and tracking of construction progress;
- e. Meet with individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection;
- f. Meet City's six (6) month work completion requirement from the Notice to Proceed;
- g. Provide a certificate of compliance from the Green Standard governing body (see the City Minimum Design Standards for further information);
- h. Respond to City open records requests in a timely manner;
- i. Meet all federal, state, and local requirements for the transport and disposal of municipal solid, industrial, hazardous, and other wastes from demolished structures; and
- j. Provide a one-year warranty, and a third party ten-year structural warranty.
- k. Provide a Quality Control Program: respondents must provide the name and job title of the person responsible for the respondent's quality control program, as well as a description of the quality control program. A copy of the respondent's quality control manual may be required.

IV. No Guarantee of Volume or Usage

The City makes no guarantee of volume or usage under this contract.

V. Sub-contract Authorization and Compensation

During the term of the contract, the City may request Contractor to perform certain Projects as described above, subject to specific work authorization in the form of a Sub-contract executed between the Contractor and the homeowner. Sub-contracts will be assigned to Contractor based on demonstrated capacity in accordance with the City's rebuilding needs and demands at program implementation.

NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The City will not incur a debt or obligation to pay selected contractor or individual any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- b. **Indemnification.** The City does not assume any liability to third persons, nor will the City reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless City from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
- c. **Advance Payments.** The City will not make advance payments to a selected contractor or individual or any third party pursuant to this contract.
- d. **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected contractor or individual.
- e. **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws.
- f. **Limitation of Liability.** The City will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the City has paid up to the time of the breach or default.
- g. **Attorney's fees; Legal Costs.** The City will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
- h. **Venue; Applicable Law.** This contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract are fully performable in City of Wimberley, Texas and venue for any dispute regarding contract shall be in City of Wimberley, Texas.

VI. Warranty of Performance

CONTINUING NON-PERFORMANCE of the respondent(s), in terms of specifications, shall be basis for the termination of the contract(s) by the City. The City shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the City to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the contract.

ARTICLE II – GENERAL TERMS AND CONDITIONS

1. GENERAL DEFINITIONS:

- a. "Financial Clerk" means the City of Wimberley Financial Clerk or his/her designee.
- b. "Council Meeting" means City of Wimberley's Council Meeting.
- c. "Contract" means the contract awarded pursuant to the RFP and negotiated cost proposal.
- d. "Contractor" means a person or firm receiving an award of contract from Council.
- e. "City" means City of Wimberley, Texas, a political subdivision of the State of Texas.
- f. "City Building" means any City owned buildings and does not include buildings leased by City.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the City of Wimberley Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the City budget approved by Council for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of City of Wimberley to be included in each proposed budget within the foreseeable future. The City expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, City cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for City extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Council fails to provide funding for this Contract for the following fiscal year of City, City may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide City with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) City Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. City will not pay invoices that are in excess of the amount authorized by the purchase order.

- c. Payment shall be made by check or warrant by City upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

City Financial Clerk
221 Stillwater
Wimberley, Texas 78676

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by City prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. CITY TAXES: If the Contractor subsequently becomes delinquent in the payment of City taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of City property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the City Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If City fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to City until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The City office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of council belongs to a cooperative association, the City may purchase equipment or supplies from the association only if no member of the council will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:

- a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
- b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both City and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COUNCIL.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Council for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of City property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that City shall not be liable for any infringement of those rights. Warranties granted City shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. City must not extend use of the granted exclusive rights to any other than City employees or those with whom City has established a relationship aimed at furthering the public interest, and then only for official public uses. City will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify City, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the City, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the City may require to assure compliance.
- f. Contractor warrants to City that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from City. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF CITY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COUNCIL.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to ensure DBEs maximum opportunity to be subcontractors under this Contract. Contractor must obtain City approval of all proposed DBE subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract. For this project there is no specific DBE participation goal. See Section VIII. HUB Practices for more information regarding the City's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of City has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Council.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Council.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the City representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized City person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized City person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Council, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Council.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by City may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of City may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Council.
- b. All rights of City under this Contract are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to City under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR CAUSE:** Failure by either City or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of City shall be issued by the Purchasing Manager or City legal representative only, and all replies to the same shall be made in writing to the City Purchasing Manager or City legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or City legal representative shall be null and void and shall be considered as not having been issued or received. City reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the City derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, City, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** City reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Council to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, City shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall City pay any costs which can be mitigated through the sale of supplies or inventories. If City pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of City and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. City shall not be liable for loss of any profits anticipated under this Contract.

22. **DAVIS-BACON ACT(DBA) – PREVAILING WAGE RATES:** In the case(s) that DBA applies -All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part

hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

23. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

24. **CLEAN AIR – CLEAN WATER:** The Contractor under this contract/subcontract agrees as follows:

- a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
- b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
- c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

25. **BYRD ANTI-LOBBYING CERTIFICATION:** Contractor certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.
- c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

26. **PROCUREMENT OF RECOVERED MATERIALS:** The City seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Contractor agrees to ensure the City's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of City with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. City may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any City Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

28. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29. **CITY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of City all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of

the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

30. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and City must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

31. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to City of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to City copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

32. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certified that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the City of Wimberley Purchasing Manager. Failure to do so may result in terminating this Contract for default.

33. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify City, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City from the consequences of Contractor's actions.

34. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in City of Wimberley, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of City of Wimberley, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that City of Wimberley has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

35. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the City of Wimberley Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "City Building" means any City-owned buildings and does not include buildings leased by City. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in City Buildings.

36. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the City has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Council.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Qualifications;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in City of Wimberley, Texas.

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

37. MODIFICATIONS:

- a. The City Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the City in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Council shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the City Purchasing Manager decides that the facts justify it, the City Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

38. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the City choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to City of Wimberley substantiating the changes to the bid prices. Any price changes must be approved by City of Wimberley.

39. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- a. Name City as additional insured as its interests may appear.
- b. Provide City a waiver of subrogation.
- c. Provide City with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- d. Provide the City Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by City of Wimberley.
- e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

III. CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT -1:	Certificate of Interested Parties
ATTACHMENT -2:	Conflict of Interest Questionnaire
ATTACHMENT -3:	Code of Ethics
ATTACHMENT-4:	City of Wimberley Practices Related to Historically Underutilized Businesses
ATTACHMENT-5:	City of Wimberley House Bill 89 Verification
ATTACHMENT-6:	City of Wimberley Purchasing Department Senate Bill 252 Certification
ATTACHMENT-7:	Debarment and Licensing Certification
ATTACHMENT-8:	Vendor's Affirmation
ATTACHMENT-9:	Federal Affirmations and Solicitation Acceptance
ATTACHMENT-10:	FHWA 1273 Certification
ATTACHMENT-11:	Related Party Disclosure Form

7.1 This Contract and the Contract Documents represent the entire and

integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY OF WIMBERLEY COUNCIL.

This Contract will be effective on _____, 20_____(which is the
“Effective Date” of the Contract).

CITY _____

CONTRACTOR _____

By: _____

Gina Fulkerson,

City of Wimberley Mayor

By: _____

Title: _____

[CORPORATE SEAL]

Attest _____

Attest _____

1. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to City of Wimberley purchases, a vendor or other person who is awarded a contract or purchase approved by City of Wimberley Council is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the City of Wimberley Purchasing office. A contract, including City issued purchase order (if applicable), will not be enforceable or legally binding until the City received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-393-2283.

2. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity. 	Date Received 	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

3. CODE OF ETHICS FOR CITY OF WIMBERLEY

Public employment is a public trust. It is the policy of City of Wimberley to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by City of Wimberley. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Wimberley procurement organization.

To achieve the purpose of this article, it is essential that those doing business with City of Wimberley also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of City of Wimberley or a vendor doing business with the City to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of City of Wimberley or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of Wimberley as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of City of Wimberley and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

4. City of Wimberley Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

City of Wimberley will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the City's procurement processes. The City is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of City government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of City of Wimberley to involve certified HUBs to the greatest extent feasible in the City's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The City affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by City of Wimberley, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. City of Wimberley, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the City shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the City.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). City of Wimberley will solicit bids from certified HUB's for state purchasing and public works contracts.
- 4. City of Wimberley will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the City's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
- 5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the City's actual requirements.
 - d. Specifications, terms and conditions reflecting the City's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- 6. A HUB practice statement shall be included in all specifications. The City will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the City's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
- 7. Nothing in this practice statement shall be construed to require the City to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the City of Wimberley HUB Practices:

Signature

Date

5. City of Wimberley House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

Date

6. City of Wimberley Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for City of Wimberley in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

7. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the City shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: _____

8. Vendor's Affirmation

1. Vendor affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
1. Vendor hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
2. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor, hereby affirms that Vendor:

_____ Does not own taxable property in City of Wimberley, or;

_____ Does not owe any ad valorem taxes to City of Wimberley or is not otherwise indebted to City of Wimberley

Name of Contracting Company

If taxable property is owned in City of Wimberley, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

9. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Wages**

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

10.FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C.
Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

11.Related Party Disclosure Form



City of Wimberley strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former City of Wimberley employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current City of Wimberley employee (including elected or appointed official) (Complete Section A)
- Former City of Wimberley employee who has been separated from City of Wimberley for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current City of Wimberley Employee

Employee Name

Title

Section B: Former City of Wimberley Employee

Employee Name

Title

Date of Separation from City

Section C: Person Related to Current or Former City of Wimberley Employee

Wimberley Employee/Former Wimberley Employee Name

Title

Name of Person Related

Title

Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great- grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with City of Wimberley.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

D. Principal contact persons:

The principal contact person for Owner is _____.

The principal contact person for Contractor is _____.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE
APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

For Owner:

By _____

Title: _____

Date: _____

For Contractor:

By _____

Title: _____

Date: _____

I. BID Submittal Checklist

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with the Solicitation Response in order to be considered responsive. Any Solicitation Responses received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ☒ 1. Solicitation, Offer and Award completed and signed
- ☒ 2. Vendor Reference Form
- ☒ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- ☒ 4. Conflict of Interest Questionnaire completed and signed
- ☒ 5. Code of Ethics signed
- ☒ 6. HUB Practices signed
- ☒ 7. House Bill 89 Verification signed and notarized
- ☒ 8. Debarment & Licensing Certification signed and notarized
- ☒ 9. Vendor/Bidder's Affirmation completed and signed
- ☒ 10. Federal Affirmations & Solicitation Acceptance
- ☒ 11. FHWA 1273 Certification
- ☒ 12. DBE Commitment Agreement Form (SMS 4901)
- ☒ 13. Related Party Disclosure Form
- ☒ 14. Quality Control Program
- ☐ 15. Any addenda applicable to this solicitation
- ☒ 16. Two originals of the Bid and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

City of Wimberley – City Hall
Attn: Laura Calcote
221 Stillwater
Wimberley, TX 78676



SOLICITATION, OFFER AND AWARD

City of Wimberley - City Hall
221 Stillwater
Wimberley, Texas 78676

Builder Services: Residential Reconstruction

Date Issued: November 18, 2021

SOLICITATION

Respondents must submit Bids as listed: two (2) originals and one (1) digital copy on a thumb drive

Bids will be received at the City of Wimberley's City Hall at the address shown above until:

2:30 p.m. local time December 6th, 2021

Bids received after the time and date set for submission will be returned unopened.

For information please email:
Jessica@lcmsinc.com

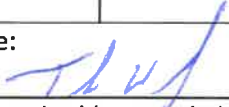
Questions concerning this BID must be
received in writing no later than 5:00
p.m. on November 29, 2021

Phone No.: (512) 452-0432

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Brizo Construction LLC	Name:	Thomas Sheppard
Mailing Address:	9100 Canniff Street Houston, TX 77017	Title:	Vice President for Disaster Recovery
		Email Address:	tom.sheppard@brizoconstruction.com
		Phone No.:	409-316-4764
Signature: 		Date: 12/3/2021	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:		Thomas Sheppard tom.sheppard@brizoconstruction.com 409-316-4764	

V. Vendor Reference Form

List three (3) references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this Bid/bid. **This form must be returned with your bid/Bid.**

REFERENCE ONE

Company Name: GrantWorks (General Land Office)

Address: 2201 Northland Dr., Austin, Texas 78756

Contact Person and Title: Donna Johnson - Program Manager GrantWorks

Phone Number: 512-567-2910

Scope & Duration of Contract: Reconstruction and Rehabilitation of homes in Texas that sustained damage during Hurrigan Harvey. Demolition, site prep, construction, grading & drainage.

REFERENCE TWO

Company Name: H2Bravo (General Land Office)

Address: 1509 Higland Road Suite 100 Baton Rouge, Louisiana 70802

Contact Person and Title: Heather Brothers - Program Manager H2Bravo

Phone Number: 225-907-8856

Scope & Duration of Contract: FEMA program reparing homes that sustained damage during Hurricane Harvey.

REFERENCE THREE

Company Name: Ardurra (Harris County)

Address: 2032 Buffalo Terrace, Houston, TX 77019

Contact Person and Title: Keith Ortale - Program Manager Ardurra

Phone Number: 832-562-9269

Scope & Duration of Contract: Reconstruction and Rehabilitation of homes in Texas that sustained damage during Hurrigan Harvey. Demolition, site prep, construction, grading & drainage.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-828925

Date Filed:
12/02/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brizo Construction, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Wimberley City Hall

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-107-000-B443
Reconstruction on a single-family residential structure

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jose Lopez, and my date of birth is 08/09/1982.

My address is 2714 Bayrose Dr., Texas City, TX, 77568, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 2 day of Dec, 2021.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. N/A		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. N/A A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). 		
7 Signature of vendor doing business with the governmental entity 12/3/21 Date		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR CITY OF WIMBERLEY

Public employment is a public trust. It is the policy of City of Wimberley to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by City of Wimberley. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Wimberley procurement organization.

To achieve the purpose of this article, it is essential that those doing business with City of Wimberley also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of City of Wimberley or a vendor doing business with the City to participatedirectly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

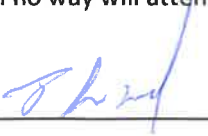
A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of City of Wimberley or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Bid therefore pendingbefore this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of Wimberley as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of City of Wimberley and in no way will attempt to violate the code.

SIGNATURE:  _____

PRINT NAME & TITLE: Thomas Sheppard - Vice President for Disaster Recovery

COMPANY NAME: Brizo Construction LLC

IX. City of Wimberley Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

City of Wimberley will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the City's procurement processes. The City is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of City government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of City of Wimberley to involve certified HUBs to the greatest extent feasible in the City's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The City affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by City of Wimberley, as expressed below.

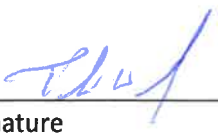
Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. City of Wimberley, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the City shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the City.
 - b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
 - c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). City of Wimberley will solicit bids from certified HUB's for state and public works contracts.
4. City of Wimberley will actively seek and encourage HUBs to participate in all facets of the procurement process by:
- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the City's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the City's actual requirements.
 - d. Specifications, terms and conditions reflecting the City's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The City will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and Bids. Failure to demonstrate a good faith effort to comply with the City's HUB practices may result in a bid or Bid being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the City to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the City of Wimberley HUB Practices:



Signature

12/3/2021

Date

X. City of Wimberley House Bill 89 Verification

I, Thomas Sheppard (Person name), the undersigned representative of
Brizo Construction LLC (Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

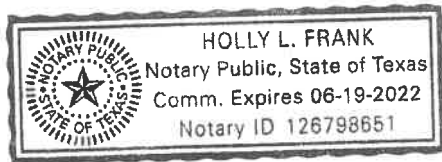
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

[Signature]
Signature of Company Representative

12/3/2021
Date

On this 3 day of December, 2021, personally appeared Thomas Sheppard, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]
Notary Public in and for the State of Texas

December 3 2021
Date

XI. Debarment and Licensing Certification

STATE OF TEXAS §
 §
CITY OF WIMBERLEY §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/Bid had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the City shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

Reizo Construction LLC
Name of Firm

Thomas Sherrill
Signature of Certifying Official

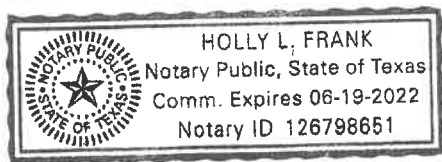
Thomas Sherrill
Printed Name of Certifying Official

Vice President for District Recon
Title of Certifying Official

12/3/2021
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Thomas Sherrill on this 3 the day of December, 2021, on behalf of said Firm.



Holly L. Frank
Notary Public in and for the State of Texas

My commission expires: 06/19/2022

XII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

☒ Does not own taxable property in City of Wimberley, or;
☒ Does not owe any ad valorem taxes to City of Wimberley or is not otherwise indebted to City of Wimberley.

Brizo Construction LLC

Name of Contracting Company

If taxable property is owned in City of Wimberley, list property ID numbers:



Signature of Company Official Authorizing Bid/Offer

Thomas Sheppard

Printed Name

tom.sheppard@brizoconstruction.com

Email Address

Vice President for Disaster Recovery

Title

409-316-4764

Phone

XIII. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e The Drug Abuse and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Wages

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in

Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES ☒ NO ☐

Authorized Signature: 

Printed Name and Title: Thomas Sheppard, Vice President for Disaster Recovery

Respondent's Tax ID: 82-2408708

Telephone: 409-316-4764

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XIV. FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C.
Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES X NO

Authorized Signature: 

Printed Name and Title: Thomas Sheppard, Vice President for Disaster Recovery

Respondent's Tax ID: 82-2408708

Telephone: 409-316-4764

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

City of Wimberley strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former City of Wimberley employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current City of Wimberley employee (including elected or appointed official) (Complete Section A)
- Former City of Wimberley employee who has been separated from City of Wimberley for no less than four (4) years(including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the Bid package. A submitted Bid package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

<u>Section B: Former City of Wimberley</u>		Employee	A: Current City of Wimberley Employee
N/A			
Employee Name	Title	Date of Separation from City	

<u>Section C: Person Related to Current or Former City of Wimberley</u>		Employee
N/A		
City of Wimberley Employee/Former City of	Title	
Name of Person Related	Title	Relationship

<u>Section D: No Known Relationships</u>		
If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:		
N/A		

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Brizo Construction, LLC.

Name of Vendor



Signature of Certifying Official

Thomas Sheppard

Printed Name of Certifying Official

Vice President for Disaster Recovery

Title of Certifying Official

12/3/2021

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with City of Wimberley City.

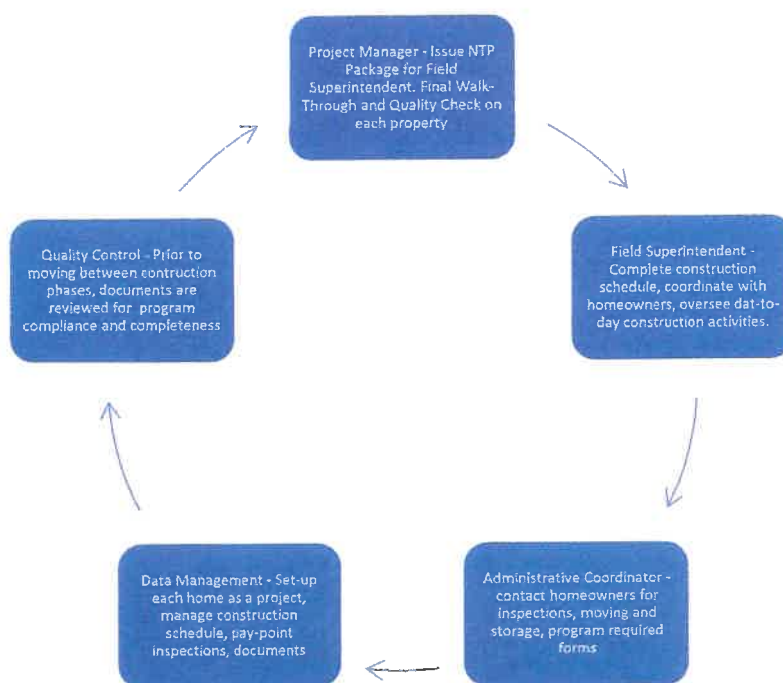
“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a shareholder or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

QUALITY CONTROL

Brizo knows that successful CDBG-DR disaster recovery construction activities require continuous oversight for compliance with Federal, State, and local funding requirements. Financial reconciliation and verification of subcontracted work against program requirements is built in at specific phases of the construction process. Each home project is set up separately in the construction management system and tracked from start to completion in Brizo's workflow and documentation management system. Documents required at each phase of construction are reviewed for quality assurance and completeness before proceeding to the next phase.

By taking the time to ensure compliance at each step, Brizo can quickly and efficiently submit pay point inspections and project close-out documentation thus expediting the draw request process. Brizo's in-house Operations create redundant QC loops during project implementation and close-out phases.

Figure 3: Field Operations/Administration Coordination and Workflow



Project Manager, Kevin Jenkins, will be responsible for the quality control program and providing on-going training and technical assistance, CDBG-DR compliant operating procedures, and project compliance reviews. Mr. Jenkins has over 15 years of experience managing, and monitoring HUD funded programs. The past 12 year specifically as Senior Management for CDBG-DR disaster recovery programs in Louisiana, New York City and Texas.

Brizo understands that the coordination and tracking the use of federal funds and activities is key to a successful CDBG-DR recovery program. Documentation and accounting that is easily

auditable assures rapid expenditure of funds on compliant activities. Brizo uses an external CPA to perform quarterly self-audits and certify the accounting records monthly.

A Quality Control Plan will be customized and implemented to program specifications to provide feedback on deliverables from both internal sources and sub-contractors working on the projects. By cataloging this feedback, Brizo supports aspects of the program by identifying training needs, then designing and conducting that training. This plan will establish an escalation matrix for the identification and resolution of program deficiencies. In the field, we will develop Construction and Inspection preparation standards to identify how we monitor and meet with staff and subcontractors to review inspections and reports on individual construction sites. While each of the hundreds of future homeowners may have unique situations, the management of processes to help each of them can be viewed as a concurrent, or iterative, processes. Iterations allow the team multiple opportunities to analyze and improve over the project lifecycle, with an emphasis on ever improving outcomes.

Brizo will continually monitor trends, issues and corrective actions—ensuring items are updated across related documentation and training programs to provide maximum efficiencies and compliances with updated or clarified program requirements. This includes:

- Mapping out QA/QC requirements for documentation, software and contractor performance.
- Providing detailed checklists with continual training
- Accuracy and validity of documentation
- Adherence to Housing guidelines, program policies and HUD requirements.
- Calculations and quantities by staff and subcontractors are correct.

11.17 Scope of Work Write-Up

Subrecipient/State Representative Name:	City of Wimberley	Contract Number:	19-107-000-B443
Homeowner Name:	Tammie Sedam	Project Number:	05938-P
Home Address:	10 Las Flores Dr., Wimberley, TX 78676		
Building Contractor Name and Address:	Brizo Construction 9100 Canniff Street Houston, Tx., 77017		

GENERAL CONSTRUCTION - HARD COSTS

Composite Price - INCLUSIVE OF: Plans, permits, engineering costs, labor and materials, contractor insurance, bonding, normal site prep, and normal flat work.

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Composite Price	Custom 3Bed/3Bath 1 Story	1425	\$ 146.00		
Other				\$ 208,050.00	
Composite Price Cost					\$ 208,050.00

Summary Of Rehabilitation Costs - (Line Items are Itemized below)

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
					\$ -
					\$ -
Rehabilitation Cost					\$ -

SITE SPECIFIC - In Addition to Normal Scope (Reconstruction Only)

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Site Prep	Additional Dirt (Cubic Yds) for Pad Build to Elevate FF to 3VF above Center of Road	360	\$ 23.00	\$ 8,280.00	
Flat Work	Additional Concrete (Over & Above Parking Pad & Front Sidewalk) to connect to Street	760	\$ 8.00	\$ 6,080.00	
Other	Large Tree Removal (30"-36" Diameter)	1	\$ 3,000.00	\$ 3,000.00	
Other	Large Tree Removal(s) (12"-18" Diameter)	5	\$ 1,750.00	\$ 8,750.00	
Sub-Total - Site Specific/Site Prep					\$ 26,110.00

SITE SPECIFIC - ELEVATION

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Coastal				\$ -	
Non-Coastal				\$ -	
Other				\$ -	
Note: Activities in the above area may be subject to Windstorm certification					
Sub-Total - Site Specific/Elevation					\$ -

SITE SPECIFIC - DEMOLITION

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Demolition	Demolition of Existing Damaged Residence and All Attached Appurtanances (per Hays	2728	\$ 7.70	\$ 21,005.60	
Demolition	Demolition of Existing Damaged Headwalls Surrounding Both Sides of Home	120	\$ 3.00	\$ 360.00	
Demolition	Demolition of Existing Damaged Flatwork	860	\$ 3.00	\$ 2,580.00	
Other				\$ -	
Sub-Total - Site Specific/Demolition					\$ 23,945.60
SITE SPECIFIC - ACCESSIBILITY					
Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Bathroom				\$ -	
Ramp/Lift				\$ -	
Other				\$ -	
Sub-Total - Site Specific/Accessibility					\$ -
SITE SPECIFIC - ABATEMENT					
Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Lead Paint Abatement				\$ -	
Asbestos				\$ -	
Other				\$ -	
Sub-Total - Site Specific/Abatement					\$ -
Water Well					
Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Well Replacement				\$ -	
Repair of Well/Lines				\$ -	
Other				\$ -	
Sub-Total - Site Specific/Abatement					\$ -
Septic System					
Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Septic Replacement	Full Replacement of Existing Damaged Septic System w/New Drip Style Septic System	1	\$ 16,500.00	\$ 16,500.00	
Septic Repair/Lines				\$ -	
Septic System Decommission	Existing Septic System Decommission	1	\$ 1,000.00	\$ 1,000.00	
Sub-Total - Site Specific/Abatement					\$ 17,500.00

SITE SPECIFIC - CODE REQUIREMENT

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
City Code Requirement				\$ -	
HOA Code Requirement				\$ -	
Other				\$ -	
Sub-Total - Site Specific/Abatement					\$ -

SITE SPECIFIC - STORM HARDENING

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Storm Hardening	Gutters	40	\$ 10.00	\$ 400.00	
Other				\$ -	
Sub-Total - Site Specific/Abatement					\$ 400.00

SOFT COSTS - BUILDER

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Homeowner's Insurance	Homeowner's Insurance	1	\$1,500	\$ 1,500.00	
Insurance Admin Fee	Insurance Administrative Fee	1	\$100	\$ 100.00	
Other	Builder Soft Costs	1	\$ 7,000.00	\$ 7,000.00	
SubTotal - Misc. Soft Costs - Builder					\$ 8,600.00

SOFT COSTS - Vendor

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Set Up Costs and Initial Inspection				\$ -	
50/Final/TREC Complete				\$ -	
Relocation Expenses				\$ -	
Other				\$ -	
SubTotal - Soft Costs Vendor					\$ -

SOFT COSTS - Environmental Vendor

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Environmental Review				\$ -	
Other				\$ -	
SubTotal - Misc. Soft Costs - Subrecipient					\$ -
Total Budgeted Project Costs					\$ 284,605.60

Homeowner Signature:		Date:
Builder Signature:		Date: 12/3/21



AGENDA ITEM:	Construction Services Agreement – Rocket Contracting, LLC
SUBMITTED BY:	Jessica Daidone, LCMS
DATE SUBMITTED:	12/9/21
MEETING DATE:	12/16/21

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to execute a Construction Services Agreement between the City of Wimberley and Rocket Contracting LLC. to provide Rehabilitation services related to the 2015 CDBG-DR Housing Assistance 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

- Construction Agreement for Rocket Contracting LLC.
- 15 Las Flores Scope of Work Estimate
- Certificate of Insurance
- Qualifications & References

**CONSTRUCTION SERVICES FOR NON-RENTAL HOUSING PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM THROUGH THE
GENERAL LAND OFFICE
CONTRACT NO. 19-107-000-B443**

The City of Wimberley (“the City”) and Rocket Contracting, LLC. (“Contractor”), each a “Party” and collectively “the Parties,” enter into the following contract for Housing Construction (the “Contract”).

In 2015, the City of Wimberley experienced flooding from two separate events that brought heavy wind and rain in the months of May (DR-4223) and October (DR-4245). Because of the significant damage caused by these storms, Hays County was determined by HUD (U.S. Department of Housing and Urban Development) to be one of the Most Impacted and Distressed¹ counties in the State of Texas, receiving an award of \$3,703,459 from the Texas General Land Office (GLO) for housing recovery. Through the Method of Distribution, the City allotted \$1,353,711.76 directly to the City of Wimberley for housing assistance.

The City of Wimberley and Contractor enter into this agreement (the “Contract”) under the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Consolidated Appropriations Act, 2016 (Public Law 114-113), enacted on December 18, 2015, and the Consolidated Appropriations Act, 2017 (Public Law 115-31), enacted on May 5, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Severe Storms, Tornadoes, Straight-line Winds, and Flooding (DR-4223) and the Texas Severe Winter Storms, Tornadoes, Straight-line Winds, and Flooding (DR-4245), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR (Federal Award Number B-16-DH-48-0001), awarded April 25, 2017, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner, and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

SCOPE OF WORK

The City of Wimberley is not liable to the Contractor for any costs Contractor incurs before the effective date of this Contract or after the expiration or termination of this Contract. The City, in its sole discretion, may reimburse Contractor for allowable program costs incurred before the effective date of this Contract, in accordance with federal law.

¹ Most Impacted and Distressed is defined on page 21 of 81 FR 39687, published June 17, 2016. Found at: <https://www.gpo.gov/fdsys/pkg/FR-2016-06-17/pdf/2016-14110.pdf>

I. Housing Rehabilitation Scope of Work

Contractor will perform, or cause to be performed, rehabilitation, reconstruction or new construction of residential construction projects (the “Project”) for the City of Wimberley CDBG-DR program.

- a. Development of a thorough scope of necessary repairs using a GLO-prescribed form;
- b. Coordination with the property owner and his/her family and case management from assignment to obtaining a certificate of occupancy for closing;
- c. Obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
- d. Providing architectural and house plan renderings;
- e. Demolition of damaged interior and exterior materials;
- f. Foundation leveling, repair, and/or elevation;
- g. Structural damage repair;
- h. Building envelope repair, including:
 - Roof repair or replacement and attendant damage
 - Door and window replacement
 - Siding /veneer repair or replacement
 - Mechanical (HVAC), electrical, and plumbing systems repair or replacement
 - Drywall repair or replacement
 - Rough and trim carpentry;
- i. Surface preparation and painting;
- j. Flooring repair or replacement;
- k. Cabinet and appliance replacement;
- l. Lead-based paint mitigation;
- m. Specialty construction elements associated with historic properties, including coordination with Texas Historical Commission, the City of San Marcos’ Historic Preservation Commission and other local historic districts and stakeholders in other jurisdictions;

- n. Wind mitigation and retrofitting measures (in areas designated as a Catastrophe Area by the Commissioner of Insurance of the State of Texas);
- o. Specialty construction elements associated with Green Building Construction techniques as required by HUD;
- p. Addressing special needs accessibility requirements;
- q. Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities; and
- r. Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing material.

II. Reconstruction and New Construction Scope of Work

The scope of work for each reconstructed or newly constructed structure will vary but may include, although not be limited to, the following:

- a. Coordination with the property owner and his/her family from assignment to obtaining a certificate of occupancy for closing;
- b. Utility disconnection and deactivation;
- c. Demolition of existing structure;
- d. Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- e. Providing architectural and house plan renderings;
- f. Site preparation;
- g. Construction of new residential structures including 2, 3, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards as well as the specified Green Standard (see Attachment A: City of Wimberley CDBG-DR Housing Guidelines for further information);
- h. Meeting 24 CFR 982.401, Housing Quality Standards, and City building requirements;
- i. Accessibility and design of projects to comply with the American with Disabilities Act of 1990 (if applicable) known as ADA requirements with HUD exceptions; and
- j. Meeting the requirements of the GLO's Viability Standards (Attachment A: City of Wimberley Housing CDBG-DR Guidelines for further information).

INSURANCE: The successful respondents will be required to furnish proof of insurance for Worker' Compensation, Auto Liability and General Liability before any work may begin.

III. Additional Requirements

- a. Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- b. Comply with all applicable local, state, and federal laws, regulations, and guidelines, which may include: HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act (for repairs to properties containing more than eight (8) units); and Section 3 of the Housing and Urban Development Act of 1968;
- c. Mobilize in the awarded Zone(s) within 45 days from the execution of an individual house contract between the contractor and home owner;
- d. Provide documentation and tracking of construction progress;
- e. Meet with individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection;
- f. Meet City's six (6) month work completion requirement from the Notice to Proceed;
- g. Provide a certificate of compliance from the Green Standard governing body (see the City Minimum Design Standards for further information);
- h. Respond to City open records requests in a timely manner;
- i. Meet all federal, state, and local requirements for the transport and disposal of municipal solid, industrial, hazardous, and other wastes from demolished structures; and
- j. Provide a one-year warranty, and a third party ten-year structural warranty.
- k. Provide a Quality Control Program: respondents must provide the name and job title of the person responsible for the respondent's quality control program, as well as a description of the quality control program. A copy of the respondent's quality control manual may be required.

IV. No Guarantee of Volume or Usage

The City makes no guarantee of volume or usage under this contract.

V. Sub-contract Authorization and Compensation

During the term of the contract, the City may request Contractor to perform certain Projects as described above, subject to specific work authorization in the form of a Sub-contract executed between the Contractor and the homeowner. Sub-contracts will be assigned to Contractor based on demonstrated capacity in accordance with the City's rebuilding needs and demands at program implementation.

NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The City will not incur a debt or obligation to pay selected contractor or individual any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- b. **Indemnification.** The City does not assume any liability to third persons, nor will the City reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless City from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
- c. **Advance Payments.** The City will not make advance payments to a selected contractor or individual or any third party pursuant to this contract.
- d. **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected contractor or individual.
- e. **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws.
- f. **Limitation of Liability.** The City will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the City has paid up to the time of the breach or default.
- g. **Attorney's fees; Legal Costs.** The City will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
- h. **Venue; Applicable Law.** This contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract are fully performable in City of Wimberley, Texas and venue for any dispute regarding contract shall be in City of Wimberley, Texas.

VI. Warranty of Performance

CONTINUING NON-PERFORMANCE of the respondent(s), in terms of specifications, shall be basis for the termination of the contract(s) by the City. The City shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the City to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the contract.

ARTICLE II – GENERAL TERMS AND CONDITIONS

1. GENERAL DEFINITIONS:

- a. "Financial Clerk" means the City of Wimberley Financial Clerk or his/her designee.
- b. "Council Meeting" means City of Wimberley's Council Meeting.
- c. "Contract" means the contract awarded pursuant to the RFP and negotiated cost proposal.
- d. "Contractor" means a person or firm receiving an award of contract from Council.
- e. "City" means City of Wimberley, Texas, a political subdivision of the State of Texas.
- f. "City Building" means any City owned buildings and does not include buildings leased by City.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the City of Wimberley Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the City budget approved by Council for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of City of Wimberley to be included in each proposed budget within the foreseeable future. The City expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, City cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for City extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Council fails to provide funding for this Contract for the following fiscal year of City, City may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide City with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) City Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. City will not pay invoices that are in excess of the amount authorized by the purchase order.

- c. Payment shall be made by check or warrant by City upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

City Financial Clerk
221 Stillwater
Wimberley, Texas 78676

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by City prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. CITY TAXES: If the Contractor subsequently becomes delinquent in the payment of City taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of City property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the City Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If City fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to City until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The City office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of council belongs to a cooperative association, the City may purchase equipment or supplies from the association only if no member of the council will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:

- a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
- b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both City and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COUNCIL.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Council for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of City property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that City shall not be liable for any infringement of those rights. Warranties granted City shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. City must not extend use of the granted exclusive rights to any other than City employees or those with whom City has established a relationship aimed at furthering the public interest, and then only for official public uses. City will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify City, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the City, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the City may require to assure compliance.
- f. Contractor warrants to City that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from City. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF CITY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COUNCIL.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to ensure DBEs maximum opportunity to be subcontractors under this Contract. Contractor must obtain City approval of all proposed DBE subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract. For this project there is no specific DBE participation goal. See Section VIII. HUB Practices for more information regarding the City's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of City has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Council.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Council.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the City representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized City person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized City person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Council, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Council.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by City may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of City may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Council.
- b. All rights of City under this Contract are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to City under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR CAUSE:** Failure by either City or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of City shall be issued by the Purchasing Manager or City legal representative only, and all replies to the same shall be made in writing to the City Purchasing Manager or City legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or City legal representative shall be null and void and shall be considered as not having been issued or received. City reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the City derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, City, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** City reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Council to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, City shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall City pay any costs which can be mitigated through the sale of supplies or inventories. If City pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of City and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. City shall not be liable for loss of any profits anticipated under this Contract.

22. **DAVIS-BACON ACT(DBA) – PREVAILING WAGE RATES:** In the case(s) that DBA applies -All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part

hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

23. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

24. **CLEAN AIR – CLEAN WATER:** The Contractor under this contract/subcontract agrees as follows:

- a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
- b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
- c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

25. **BYRD ANTI-LOBBYING CERTIFICATION:** Contractor certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.
- c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

26. **PROCUREMENT OF RECOVERED MATERIALS:** The City seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Contractor agrees to ensure the City's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of City with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. City may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any City Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

28. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29. **CITY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of City all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of

the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

30. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and City must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

31. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to City of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to City copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

32. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certified that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the City of Wimberley Purchasing Manager. Failure to do so may result in terminating this Contract for default.

33. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify City, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City from the consequences of Contractor's actions.

34. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in City of Wimberley, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of City of Wimberley, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that City of Wimberley has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

35. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the City of Wimberley Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "City Building" means any City-owned buildings and does not include buildings leased by City. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in City Buildings.

36. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the City has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Council.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Qualifications;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in City of Wimberley, Texas.

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

37. MODIFICATIONS:

- a. The City Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the City in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Council shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the City Purchasing Manager decides that the facts justify it, the City Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

38. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the City choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to City of Wimberley substantiating the changes to the bid prices. Any price changes must be approved by City of Wimberley.

39. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- a. Name City as additional insured as its interests may appear.
- b. Provide City a waiver of subrogation.
- c. Provide City with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- d. Provide the City Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by City of Wimberley.
- e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

III. CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT -1:	Certificate of Interested Parties
ATTACHMENT -2:	Conflict of Interest Questionnaire
ATTACHMENT -3:	Code of Ethics
ATTACHMENT-4:	City of Wimberley Practices Related to Historically Underutilized Businesses
ATTACHMENT-5:	City of Wimberley House Bill 89 Verification
ATTACHMENT-6:	City of Wimberley Purchasing Department Senate Bill 252 Certification
ATTACHMENT-7:	Debarment and Licensing Certification
ATTACHMENT-8:	Vendor's Affirmation
ATTACHMENT-9:	Federal Affirmations and Solicitation Acceptance
ATTACHMENT-10:	FHWA 1273 Certification
ATTACHMENT-11:	Related Party Disclosure Form

7.1 This Contract and the Contract Documents represent the entire and

integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY OF WIMBERLEY COUNCIL.

This Contract will be effective on _____, 20_____(which is the
“Effective Date” of the Contract).

CITY _____

CONTRACTOR _____

By: _____

Gina Fulkerson,

City of Wimberley Mayor

By: _____

Title: _____

[CORPORATE SEAL]

Attest _____

Attest _____

1. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to City of Wimberley purchases, a vendor or other person who is awarded a contract or purchase approved by City of Wimberley Council is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the City of Wimberley Purchasing office. A contract, including City issued purchase order (if applicable), will not be enforceable or legally binding until the City received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-393-2283.

2. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. 		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity		Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

3. CODE OF ETHICS FOR CITY OF WIMBERLEY

Public employment is a public trust. It is the policy of City of Wimberley to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by City of Wimberley. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Wimberley procurement organization.

To achieve the purpose of this article, it is essential that those doing business with City of Wimberley also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of City of Wimberley or a vendor doing business with the City to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of City of Wimberley or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of Wimberley as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of City of Wimberley and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

4. City of Wimberley Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

City of Wimberley will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the City's procurement processes. The City is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of City government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of City of Wimberley to involve certified HUBs to the greatest extent feasible in the City's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The City affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by City of Wimberley, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. City of Wimberley, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the City shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the City.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). City of Wimberley will solicit bids from certified HUB's for state purchasing and public works contracts.
- 4. City of Wimberley will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the City's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
- 5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the City's actual requirements.
 - d. Specifications, terms and conditions reflecting the City's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- 6. A HUB practice statement shall be included in all specifications. The City will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the City's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
- 7. Nothing in this practice statement shall be construed to require the City to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the City of Wimberley HUB Practices:

Signature

Date

5. City of Wimberley House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

Date

6. City of Wimberley Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for City of Wimberley in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

7. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the City shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: _____

8. Vendor's Affirmation

1. Vendor affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
1. Vendor hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
2. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor, hereby affirms that Vendor:

_____ Does not own taxable property in City of Wimberley, or;

_____ Does not owe any ad valorem taxes to City of Wimberley or is not otherwise indebted to City of Wimberley

Name of Contracting Company

If taxable property is owned in City of Wimberley, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

9. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Wages**

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

10.FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C.
Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

11.Related Party Disclosure Form



City of Wimberley strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former City of Wimberley employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current City of Wimberley employee (including elected or appointed official) (Complete Section A)
- Former City of Wimberley employee who has been separated from City of Wimberley for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current City of Wimberley Employee

Employee Name

Title

Section B: Former City of Wimberley Employee

Employee Name

Title

Date of Separation from City

Section C: Person Related to Current or Former City of Wimberley Employee

Wimberley Employee/Former Wimberley Employee Name

Title

Name of Person Related

Title

Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with City of Wimberley.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

D. Principal contact persons:

The principal contact person for Owner is _____.

The principal contact person for Contractor is _____.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE
APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

For Owner:

By _____

Title: _____

Date: _____

For Contractor:

By _____

Title: _____

Date: _____

11.17 Scope of Work Write-Up

Subrecipient/State Representative Name:	City of Wimberley	Contract Number:	19-107-000-B443
Homeowner Name:	David DiTraglia	Project Number:	06043-P
Home Address:	15 Las Flores Dr		
Building Contractor Name and Address:	Rocket Contracting, LLC 12600 Hill Country Blvd, Ste R-275, Austin, TX 78738		

GENERAL CONSTRUCTION - HARD COSTS

Composite Price - INCLUSIVE OF: Plans, permits, engineering costs, labor and materials, contractor insurance, bonding, normal site prep, and normal flat work.

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Composite Price				\$ -	
Other				\$ -	
Composite Price Cost					\$ -

Summary Of Rehabilitation Costs - (Line Items are itemized below)

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Main Level	R&R Water pressure regulator valve 1"	1.00	EA	\$430.00	\$ 430.00
Main Level	R&R Disconnect box - 30 amp - non fused	1.00	EA	\$2,500.00	\$ 2,500.00
Main Level	Clean Gutter/ Downspout	35.83	LF	\$15.00	\$ 537.45
Main Level	R&R Tile Floor Covering - Standard Grade	58.75	SF	\$22.00	\$ 1,292.50
Main Level	Re-Point Masonry	355.50	SF	\$9.00	\$ 3,199.50
Main Level	R&R Trim Board - 1" x 4" installed (Pine)	21.67	LF	\$22.00	\$ 476.74
Main Level	Seal Paint & Trim - Two Coats	21.67	SF	\$9.50	\$ 205.86
Utility Room	Drywall Repair- Minimum Charge- Labor and Material	1.00	EA	\$650.00	\$ 650.00
Living Room	Drywall Repair- Minimum Charge- Labor and Material	9.00	EA	\$650.00	\$ 5,850.00
Living Room	Paint door/window trim & jam - two coats (Per Side)	2.00	EA	\$175.00	\$ 350.00
Living Room	Paint the walls and ceiling - one coat	1009.30	SF	\$3.75	\$ 3,784.88
Bedroom 1	Drywall Repair- Minimum Charge- Labor and Material	1.00	EA	\$650.00	\$ 650.00
Bedroom 1	Paint door/window trim & jam - two coats (Per Side)	1.00	EA	\$175.00	\$ 350.00
Bedroom 1	Paint the walls and ceiling - one coat	413.50	SF	\$3.75	\$ 1,550.62
Bedroom 2	Drywall Repair- Minimum Charge- Labor and Material	1.00	EA	\$650.00	\$ 650.00
Bedroom 2	Paint door/window trim & jam - two coats (Per Side)	1.00	EA	\$175.00	\$ 175.00

Bedroom 2	Paint the walls and ceiling - one coat	488.51	SF	\$3.75	\$ 1,831.91
Closet	RegROUT tile	241.00	SF	\$5.00	\$ 1,205.00
Master Bedroom	Drywall Repair- Minimum Charge- Labor and Material	1.00	EA	\$650.00	\$ 650.00
Master Bedroom	R&R 110 volt copper wiring run - box and GFI outlet	1.00	EA	\$225.00	\$ 225.00
Master Bedroom	RegROUT Tile	223.50	SF	\$5.00	\$ 1,117.50
Master Bedroom	Paint the walls and ceiling - one coat	684.85	SF	\$3.75	\$ 2,568.18
Master Bath	Drywall Repair- Minimum Charge- Labor and Material	1.00	EA	\$650.00	\$ 650.00
Master Bath	RegROUT Tile	684.85	SF	\$5.00	\$ 3,424.25
Master Bath	Paint the walls - one coat	189.33	SF	\$3.75	\$ 709.98
Bathroom	R&R 110 Volt Copper Wiring run, box & GFI outlet	1.00	EA	\$225.00	\$ 225.00
Bathroom	RegROUT Tile	430.03	SF	\$5.00	\$ 2,150.15
Bathroom	Drywall Repair- Minimum Charge- Labor and Material	1.00	EA	\$650.00	\$ 650.00
Bathroom	Tile Floor Covering - Labor Minimum	1.00	EA	\$750.00	\$ 750.00
Bathroom	Paint the walls and ceiling - one coat	430.03	SF	\$3.75	\$ 1,612.61
Garage	Drywall tape joint repair - per LF	89.67	LF	\$6.00	\$ 538.02
Kitchen	Missing Wall 8' 8" x 8' Opens to Living Room	1.00	SF	\$1,250.00	\$ 1,250.00
Kitchen	Drywall Repair- Minimum Charge- Labor and Material	1.00	EA	\$650.00	\$ 650.00
Kitchen	Paint door/window trim & jam - two coats (Per Side)	1.00	EA	\$175.00	\$ 175.00
Kitchen	Paint the walls and ceiling - one coat	801.09	SF	\$3.75	\$ 3,004.09
Labor Minimums Applied	Plumbing labor minimum	1.00	EA	\$750.00	\$ 750.00
Labor Minimums Applied	Cleaning labor minimum	1.00	EA	\$800.00	\$ 800.00
Labor Minimums Applied	Finish Carpentry Labor Minimum	1.00	EA	\$650.00	\$ 650.00
Material Sales Tax		1	Ea		\$ -
					\$ -
Rehabilitation Cost					\$ 48,239.24
SITE SPECIFIC - In Addition to Normal Scope (Reconstruction Only)					
Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Site Prep				\$ -	
Flat Work				\$ -	
Other				\$ -	
Sub-Total - Site Specific/Site Prep					\$ -

SITE SPECIFIC - ELEVATION						
	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
	Coastal	Site specific - Utilized FEMA's HWM			\$ -	
	Non-Coastal	Site specific			\$ -	
	Other				\$ -	
Note: Activities in the above area may be subject to Windstorm certification						
Sub-Total - Site Specific/Elevation						\$ -
SITE SPECIFIC - DEMOLITION						
	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
	Demolition				\$ -	
	MHU Disposal/Haul				\$ -	
	MHU Decommission				\$ -	
	Other				\$ -	
Sub-Total - Site Specific/Demolition						\$ -
SITE SPECIFIC - ACCESSIBILITY						
	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
	Bathroom				\$ -	
	Ramp/Lift				\$ -	
	Other				\$ -	
Sub-Total - Site Specific/Accessibility						\$ -
SITE SPECIFIC - ABATEMENT						
	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
	Lead Paint Abatement				\$ -	
	Asbestos				\$ -	
	Other				\$ -	
Sub-Total - Site Specific/Abatement						\$ -
Water Well						
	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
	Well Replacement				\$ -	
	Repair of Well/Lines				\$ -	
	Other				\$ -	

Sub-Total - Site Specific/Abatement						\$ -
Septic System						
	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
	Septic Replacement				\$ -	
	Septic Repair/Lines				\$ -	
	Other				\$ -	
Sub-Total - Site Specific/Abatement						\$ -
SITE SPECIFIC - CODE REQUIREMENT						
	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
	City Code Requirement				\$ -	
	HOA Code Requirement				\$ -	
	Other				\$ -	
Sub-Total - Site Specific/Abatement						\$ -
SITE SPECIFIC - STORM HARDENING						
	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
	Storm Hardening				\$ -	
	Other				\$ -	
Sub-Total - Site Specific/Abatement						\$ -
SOFT COSTS - BUILDER						
	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
	Homeowner's Insurance				\$ -	
	Insurance Admin Fee				\$ -	
	Other				\$ -	
SubTotal - Misc. Soft Costs - Builder						\$ -
SOFT COSTS - Vendor						
	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
	Set Up Costs and Initial Inspection				\$ -	
	50/Final/TREC Complete				\$ -	
	Relocation Expenses				\$ -	
	Other				\$ -	
SubTotal - Soft Costs Vendor						\$ -
SOFT COSTS - Environmental Vendor						

	Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total								
	Environmental Review				\$ -									
	Other				\$ -									
	SubTotal - Misc. Soft Costs - Subrecipient					\$ -								
	Total Budgeted Project Costs					\$ 48,239.24								
<table border="1"> <tr> <td>Homeowner Signature:</td> <td></td> <td>Date:</td> <td></td> </tr> <tr> <td>Builder Signature:</td> <td></td> <td>Date:</td> <td></td> </tr> </table>							Homeowner Signature:		Date:		Builder Signature:		Date:	
Homeowner Signature:		Date:												
Builder Signature:		Date:												
WARNING: If it is determined through monitoring that the on-site support documentation of actual costs does not agree with the itemized invoice(s) submitted, the Subrecipient/State Representative will be subject to repayment of CDBG funds. Subrecipient/State Representative may not request funds in excess of the actual amount expended for rehabilitation or reconstruction of the eligible home.														



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2021

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

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

PRODUCER Acrisure of California LLC DBA: Contractor's Edge Insurance Services Powered by VANTREO Insurance Brokerage San Clemente CA 92672		CONTACT NAME: Marthe Gieser PHONE (A/C, No, Ext): 1-800-967-6543 E-MAIL ADDRESS: certs@vantreo.com		FAX (A/C, No): 707-546-2915
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Third Coast Insurance Company		
		INSURER B : Procentury Insurance Company		
		INSURER C : National Specialty Insurance Company		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1658314166 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLSISTC000454821	4/12/2021	4/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Independent Con \$ 50,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	02051319-0	4/12/2021	4/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	NXTFATZCWF-00-WC	8/16/2021	8/16/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Wimberley, Texas
221 Stillwater
Wimberley TX 78676

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

AUTHORIZED REPRESENTATIVE

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Qualifications

Rocket Contracting, LLC is a home renovation company with experience in helping homeowners repair their homes following disaster. Although we do remodel and roofing work, we specifically work with homeowners to restore properties according to an insurance carrier's standards.

We are a part of several Contractor Network Programs that assign us insurance claims directly from carriers such as Farmers Insurance, Traveler's Insurance, Hippo, Allstate, and Safeco, among others. To be listed with these networks we must maintain commercial liability insurance, commercial auto insurance, and workers' compensation insurance as well as financial, and professional compliance.

We are experienced in all aspects of home repair from exterior to interior and have worked with homeowner's following fire and smoke damage, water damage, and hailstorms. We are GAF certified and Owens Corning preferred roofing contractors, meaning we are trained to install these company's roofing products to their specifications, and meet their professional standards.

Estimated Start Date and Number of Days to Completion: January 17, 2022 – February 14, 2022

References

Residential Reference: Melody Rajski

Address: 12013 Lake Stone Drive, Austin, TX 78738

Phone Number: (512) 228-8978

Scope of Work: Complete renovation of interior consisting of cabinetry refinishing, counter surface replacement, tile work, full replacement of trim, drywall repair and texturing, full painting of ceiling, walls, doors, baseboards, etc.

Completion Time: 60 days

Residential Reference: Micaela Roberts

Address: 3501 Werner Ave, Austin, TX 78722

Phone Number: (516) 426-3500

Scope of Work: Roof Replacement, Siding Repairs, Craftsman Style Porch Design, Concrete Slab Work.

Completion Time: 20 days



AGENDA ITEM:	3. Discuss and consider possible action regarding Resolution No. 17-2021, authorizing an amendment to the 2021/2022 Operating Budget (Budget Amendment No. 2), providing for the increase of revenue to the General Fund Revenue Account Number 5340 (Grant Revenue) - to fund the General Fund Operating Account Number 6500 (Grant Expenditures) and providing an effective date. <i>(City Administrator, Mike Boese)</i>
SUBMITTED BY:	Mike Boese
DATE SUBMITTED:	12/10/2021
MEETING DATE:	December 16, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City of Wimberley was awarded a General Land Office (GLO) grant through the 2015 Homeowner Assistance Program. The purpose of this grant is to assist homeowners affected by the 2015 flood. Due to numerous conditions, the grant has been extended to allow repairs for two approved residences. This budget amendment is necessary to expend city funds to make the needed repairs on the two residences and receive reimbursement from GLO in the form of grant funds.

REQUESTED ACTION

Motion
Discussion
Resolution

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Resolution No. 17-2021 (Budget Amendment No. 2)

RESOLUTION NO. 17-2021

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2021/2022 OPERATING BUDGET (BUDGET AMENDMENT NO. 2), PROVIDING FOR THE INCREASE OF REVENUE TO THE GENERAL FUND REVENUE ACCOUNT NUMBER 5340 (GRANT REVENUE) - TO FUND THE GENERAL FUND OPERATING ACCOUNT NUMBER 6500 (GRANT EXPENDITURES) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2021/2022 Operating Budget.

WHEREAS, the City Council has reviewed and approved the extension of the City of Wimberley 2015 Homeowner Assistance Program to assist homeowners affected by the 2015 flood and recognized the need to appropriate revenue and expenditure funds for the repairs in the General Fund Revenue Grant Funds Account and General Fund Operating Administration – Grant Expenditures Account.

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

Section 1

The City Council of the City of Wimberley, Texas, hereby authorizes and approves an amendment to the 2021/2022 Revenue / Operating Budget (Budget Amendment No. 2) for the purpose and in the amounts shown below.

General Tax Fund - Expenditures

The effect of these transactions will increase revenue in the General Fund Grant Funds Account Number 5340 (\$380,000) - and increase expenditures in the General Fund Operating Administration Account Number 6500 (Grant Expenditures) by \$380,000.

Section 2

The City Council of the City of Wimberley, Texas, hereby amends the 2021/2022 Revenue / Operating Budget, increasing appropriations in the funds stated in Section 1 above.

Section 3

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

PASSED AND APPROVED this 16th day of December, 2021.

The City of Wimberley, Texas

Gina V. Fulkerson, Mayor

ATTEST:

Laura J. Calcote, City Secretary





AGENDA ITEM:	4. Discuss and consider possible action regarding Ordinance No. 2021-36, amending Chapter 2, Article 2.04 (Boards, Commissions and Committees), by amending Section 2.04.005 (Hotel Occupancy Tax Advisory Committee), to the Code of Ordinances; providing for findings of fact, savings, severability, repealer, an effective date, and proper notice and meeting. <i>(City Secretary, Laura Calcote)</i>
SUBMITTED BY:	Laura Calcote
DATE SUBMITTED:	12/09/2021
MEETING DATE:	December 16, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

City Council unanimously passed Ordinance No. 2021-33 on December 2nd, which will allow the City to collect a hotel occupancy tax (HOT) from the lodging industry within the city limits and extraterritorial jurisdiction beginning April 1, 2022. There were still some needed details relating to the purpose and membership of the Hotel Occupancy Tax Advisory Committee, which will provide advice on the implementation, collection and use of hotel occupancy tax dollars to the City Council. Ordinance No. 2021-36 clarifies the number of members, member selection and member terms, which are in conjunction with other City boards and commissions. City Council will need to decide the commencement date for the terms.

REQUESTED ACTION

Motion
Discussion
Ordinance

FINANCIAL

N/A

STAFF RECOMMENDATION

ATTACHMENT/S

1. Ordinance No. 2021-36 - Hotel Occupancy Tax Advisory Committee

ORDINANCE NO. 2021-36

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, AMENDING CHAPTER 2, ARTICLE 2.04 (BOARDS, COMMISSIONS AND COMMITTEES), BY AMENDING SECTION 2.04.005 (HOTEL OCCUPANCY TAX ADVISORY COMMITTEE), OF THE CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT, SAVINGS, SEVERABILITY, REPEALER, AN EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Wimberley ("City") is authorized to establish boards, commissions and committees to receive public input and provide recommendations to the City Council; and,

WHEREAS, the City Council strives to consider qualified individuals who represent a broad sampling of the community when appointing members to City boards, commissions and committees; and,

WHEREAS, the City Council has adopted a hotel occupancy tax, previously created an advisory committee and found that revisions to the creation of a Hotel Occupancy Tax Committee is appropriate and beneficial to City in its administration of the hotel occupancy tax.

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

I. FINDINGS OF FACT

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

II. AMENDMENTS

The City's Code of Ordinances Chapter 2, Article 2.04, Section 2.04.005 is hereby amended to read as follows:

Sec. 2.04.005 Hotel Occupancy Tax Advisory Committee

- (a) Purpose. There is hereby established a seven (7) member Hotel Occupancy Tax Advisory Committee (Committee), which shall provide advice on the implementation, collection, and use of hotel occupancy tax dollars to the Council.
- (b) Membership.
 - (1) Number of members.

The committee will have seven (7) members, one of whom will be the committee chair appointed by the Council.

(2) Terms of members.

(A) Upon initial appointment of the committee, in order to stagger terms of the committee, three (3) members shall serve a one-year term and four (4) members shall serve a two-year term. Members shall draw lots as to which term they shall initially serve. Thereafter, committee members will be appointed to serve a two-year term. There is no limit as to how many terms a member may serve.

(B) Terms shall commence [REDACTED] each year.

(3) Member selection.

(A)

Each member of the City Council and Mayor shall present their lodging owner nominations for designated non-consensus Board members to the City Council for consideration. One (1) additional lodging owner member shall be appointed by consensus of the City Council. If a vacancy occurs on the Board, the City Council Member who originally appointed that Board member, or his/her successor filling that same term, shall appoint a person, with the approval of a majority of the City Council, to fill the unexpired term. In the case of a vacancy occurring in the consensus position of the Board, the City Council shall by majority vote appoint a person to fill the unexpired term.

(4) Resignation; vacancies. A committee member may resign by notifying the city secretary in writing of his or her intent to resign. A failure to attend three (3) or more sequential committee meetings will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.

(c) Responsibilities. The Committee is responsible for the following:

- (1) The Committee shall review revenue received by the City through the Hotel Occupancy Tax and shall make recommendations to the Council regarding appropriate expenditures.
- (2) The Committee shall formulate a plan for expenditures of Hotel Occupancy Tax revenue by the City and shall update the plan as requested by Council.
- (3) The Committee shall submit an annual report to the Council that identifies approved expenditures by the City for the preceding year, discuss approved and proposed expenditures in the context of compliance with state law regarding

the use of Hotel Occupancy Tax funds, and evaluates the effectiveness of approved Hotel Occupancy Tax expenditures and programs.

- (4) All recommendations of the Committee are subject to formal approval of the Council at a regularly scheduled meeting. The Committee shall not spend any money or authorize the expenditure of any money.

(d) Meetings.

- (1) The committee will meet monthly at city hall, as coordinated with and arranged by city staff. Agendas will be drafted by the committee chair, under the advisement of committee members.

- (2) The committee chair, or his or her designee(s), will attend the first Council meeting of each month to update the Council on projects and progress.

(e) Authority.

The committee has no authority to make decisions binding on the city. The committee's functions are purely advisory and not subject to the Open Meetings Act.

III. SUNSET REVIEW

- (a) **Frequency of Review.** On or after three (3) years from the effective date of this Ordinance, the Council shall conduct a sunset review of the Hotel Occupancy Tax and the work of the Advisory Committee. The Council shall thereafter conduct periodic reviews every two (2) years.
- (b) **Review Criteria.** The purpose of the sunset review shall be to determine whether a public need exists for the continuation of the Hotel Occupancy Tax and/or the Advisory Committee. The Council may consider the following criteria as part of its review:

- (1) The benefit(s) enjoyed by the City and the City's tourism industry as a result of the Hotel Occupancy Tax;
- (2) Performance and compliance with applicable statutes and regulations;
- (3) The efficiency with which the Advisory Committee operates;
- (4) The extent to which the Hotel Occupancy Tax and/or the Advisory Committee is needed or used; and
- (5) Any other criteria identified by the Council.

IV. 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.

V. 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.

VI. 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.

VII. EFFECTIVE DATE

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

VIII. 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.

[SIGNATURE PAGE FOLLOWS]

PASSED AND APPROVED this ____ of _____ 2021, by a vote of (Ayes) to (Nays) to (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





AGENDA ITEM:	Discuss and consider possible action to distinguish a resident and non-resident fee for the Blue Hole Nature Camp program in 2022.
SUBMITTED BY:	Richard Shaver, Parks Director
DATE SUBMITTED:	12/13/21
MEETING DATE:	12/16/21

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Blue Hole Nature Camp is a 10-week program where participants can register online for individual weeks of nature-based education camps. Staff is proposing to keep Wimberley Residents (78676) at a program fee of \$150 per week and raise the non-resident fee to \$200 per week.

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 to approve this item.

ATTACHMENT/S



AGENDA ITEM:	Discuss and consider possible action giving priority to Wimberley residents for the 2022 Blue Hole Season Pass program.
SUBMITTED BY:	Richard Shaver, Parks Director
DATE SUBMITTED:	12/13/21
MEETING DATE:	12/16/21

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Beginning in 2020, Blue Hole has sold out of Season Passes every year at an incredible rate. Staff is recommending Season Passes will only be available for Wimberley residents the month of March and will open to the general public starting the first of April.

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 to approve this item.

ATTACHMENT/S



AGENDA ITEM:	7. Discuss and consider possible action to accept monetary and in-kind sponsorships for the Blue Hole Polar Bear Plunge & 5K on January 1 st , 2022. (<i>Parks Director, Richard Shaver</i>)
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	12/09/2021
MEETING DATE:	December 16, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Sponsorships have been broken into 4 tiers, including Snowflake at \$50, Ice cube at \$100, Icicle at \$250, and Iceberg at \$500. The following organizations have submitted sponsorships for the corresponding tiers:

- Iceberg (\$500): Friends of Blue Hole, Roughhouse Brewing
- Icicle (\$250): Bryan Burke, HEB, Leaning Pear
- Ice cube (\$100): Brookshire Brothers, Hippocampus Learning Center, Mugsby, Sip on the Square
- Snowflake (\$50): No sponsors on this tier

REQUESTED ACTION

Motion
Discussion

FINANCIAL

STAFF RECOMMENDATION

Staff recommends approving this item.

ATTACHMENT/S

None



AGENDA ITEM:	2. Future agenda items
SUBMITTED BY:	
DATE SUBMITTED:	12/10/2021
MEETING DATE:	December 16, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None