



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, JANUARY 6, 2022 - 6:00 PM

AGENDA

1. **CALL TO ORDER** January 6, 2022, at 6:00 PM
2. **CALL OF ROLL** City Secretary, Laura Calcote
3. **INVOCATION** First Baptist Church Reverend, Scott Tidwell
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. **DISCUSSION AND POSSIBLE ACTION**
 - 6.1. Discuss and consider possible action regarding a request to permit a temporary structure located at 13900 Ranch Road 12, Wimberley, Texas. (*Applicant: Wimberley Supper Club*)
 - 6.2. Discuss and consider possible action regarding Ordinance No. 2022-01, ordering a General Election to be held on Saturday, May 7, 2022, for the purpose of electing at-large a Mayor and Council members for Place Two and Place Four for the Wimberley City Council. (*City Secretary, Laura Calcote*)
 - 6.3. Discuss and consider possible action regarding a Contract for Election Services with the Hays County Elections Administrator to conduct the May 7, 2022 General Election for the City of Wimberley. (*City Secretary, Laura Calcote*)
 - 6.4. Discuss and consider possible action regarding a Joint Election Agreement between Hays County and the City of Wimberley. (*City Secretary, Laura Calcote*)
 - 6.5. Discuss and consider possible action regarding pedestrian wayfinding displays/maps for downtown Wimberley. (*Place One Council Member, Rebecca Minnick*)

- 6.6. Discuss and consider possible action to purchase wastewater automation (SCADA) from Sitepro Automation and Software Solutions to operate the wastewater collection system. (*Sitepro Representative*)
- 6.7. Discuss and consider possible action regarding Resolution No. 01-2022, authorizing an amendment to the 2021/2022 Operating Budget (Budget Amendment No. 3), to authorize expenditures from the American Rescue Plan Fund 6751 (Outlay – Projects) and providing an effective date. (*City Administrator, Mike Boese*)

7. **CITY COUNCIL REPORTS**

- 7.1. Announcements
- 7.2. Future agenda items

8. **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, January 3, 2022, by 6:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Laura J. Calcote, MPA, TRMC
City Secretary

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





AGENDA ITEM:	1. Discuss and consider possible action regarding a request to permit a temporary structure located at 13900 Ranch Road 12, Wimberley, Texas. (<i>Applicant: Wimberley Supper Club</i>)
SUBMITTED BY:	Nathan Glaiser
DATE SUBMITTED:	12/30/2021
MEETING DATE:	January 6, 2022

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Wimberley Supper Club would like to place a temporary tent on a property located at 13900 Ranch Road 12 from 1/12/22 to 1/15/22. The tent is for an event that is on 1/13/22. Per City of Wimberley ordinance Article 4.04, all temporary structures must have prior approval by City Council.

REQUESTED ACTION

Motion
Discussion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Supper Club Temp Structure
2. WSC Temporary Structure Permit



Temporary Structure Permit

Planning & Development

JAN - 3 2022

FOR OFFICE USE ONLY

Date: 1/3/22 T- 22 - 001 Staff Review N.G.
Council Hearing: 1/6/22 Fees Paid (\$25): ☒

Applicant: Mark Ginnas - Wimberley Supper Club
Mailing Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
Phone: [REDACTED] Email: [REDACTED]

OWNER'S INFORMATION

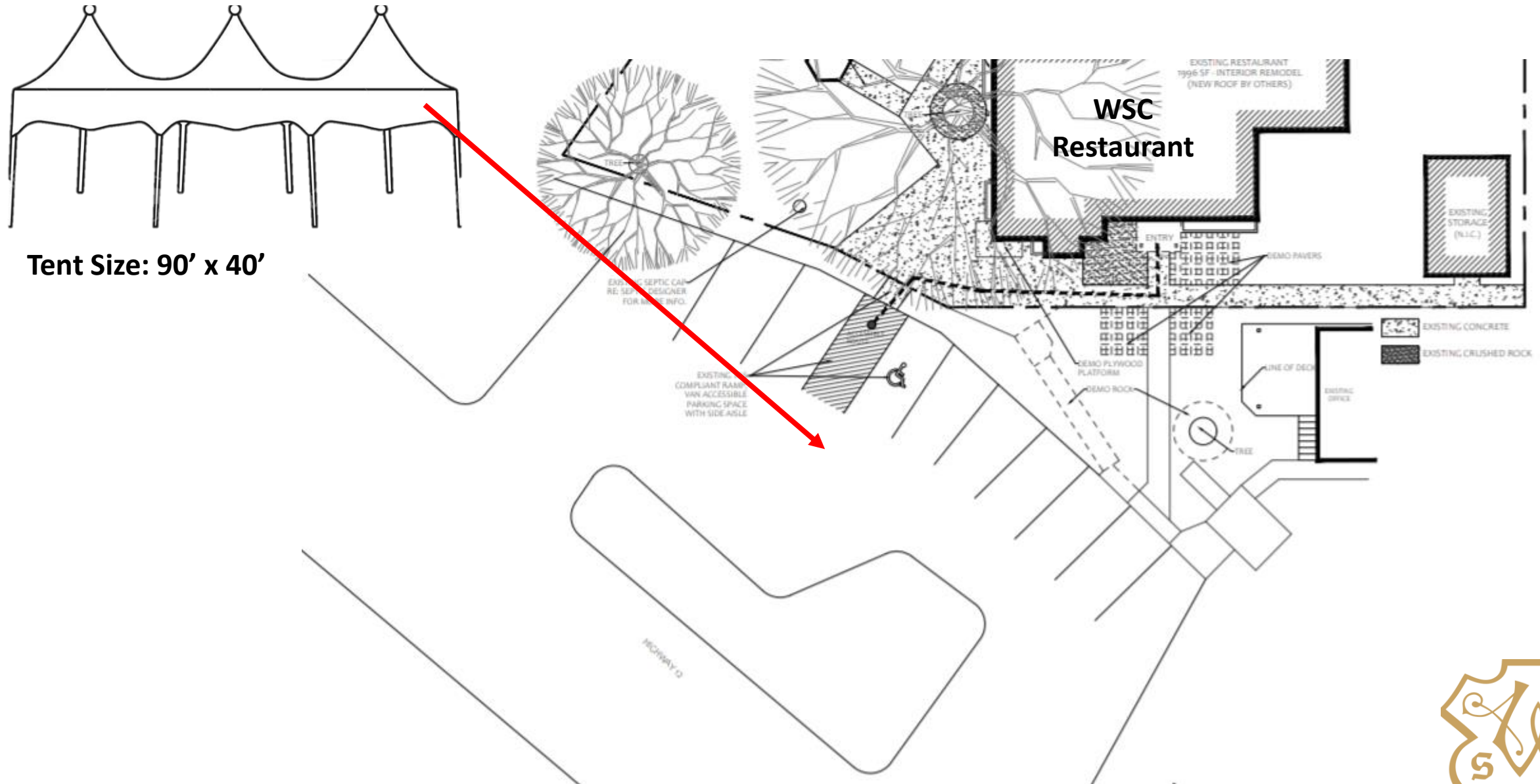
Property Owner: Phil Collins
Mailing Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
Phone: [REDACTED] Email: [REDACTED]

PROJECT SITE ADDRESS: 13900 RR 12 Wimberley, TX 78676
Hays CAD Parcel ID R- 18425 Planning Area: Y Zoning: C3
Purpose/Use of Structure: tent for event on 1/13/22
Is property located in City Center overlay? ☒ YES ☐ NO - If "YES", three-month maximum duration
Requested Installation Date: 1/12/22 Requested Removal Date: 1/15/22
Will the temporary structure be served by electricity? YES ☐ NO ☒
Will the temporary structure be served by water service? YES ☐ NO ☒
If "YES" to either, then an inspection (\$65.00 each) is required for water and/or electrical service.
☐ If service is provided through another meter attach a letter of permission.
☐ Provide a site plan indicating location of structure in relation to other structures, parking, property lines, etc.
Permission from property owner is attached. YES ☐ NO ☐ N/A ☒
Has a Mobile Food Establishment application been submitted? YES ☐ NO ☐ N/A ☒

I certify that the information contained in this application is true and correct and that if any of the information provided is incomplete or incorrect the permit may not be issued or may be revoked to the City of Wimberley. I understand that all temporary structures or accessory uses shall be removed from the property at the expiration of the time period as defined in the permit unless another Temporary Structure Permit is obtained prior to expiration. I understand that a Certificate of Occupancy may be required, and contractor information will be provided if applicable. Adequate parking, restroom, setback, and additional requirements per City Ordinance No. 2012-007 & Ordinance No. 2016-007 will be verified by City staff.

Applicant: [Signature] Date: 12/29/21

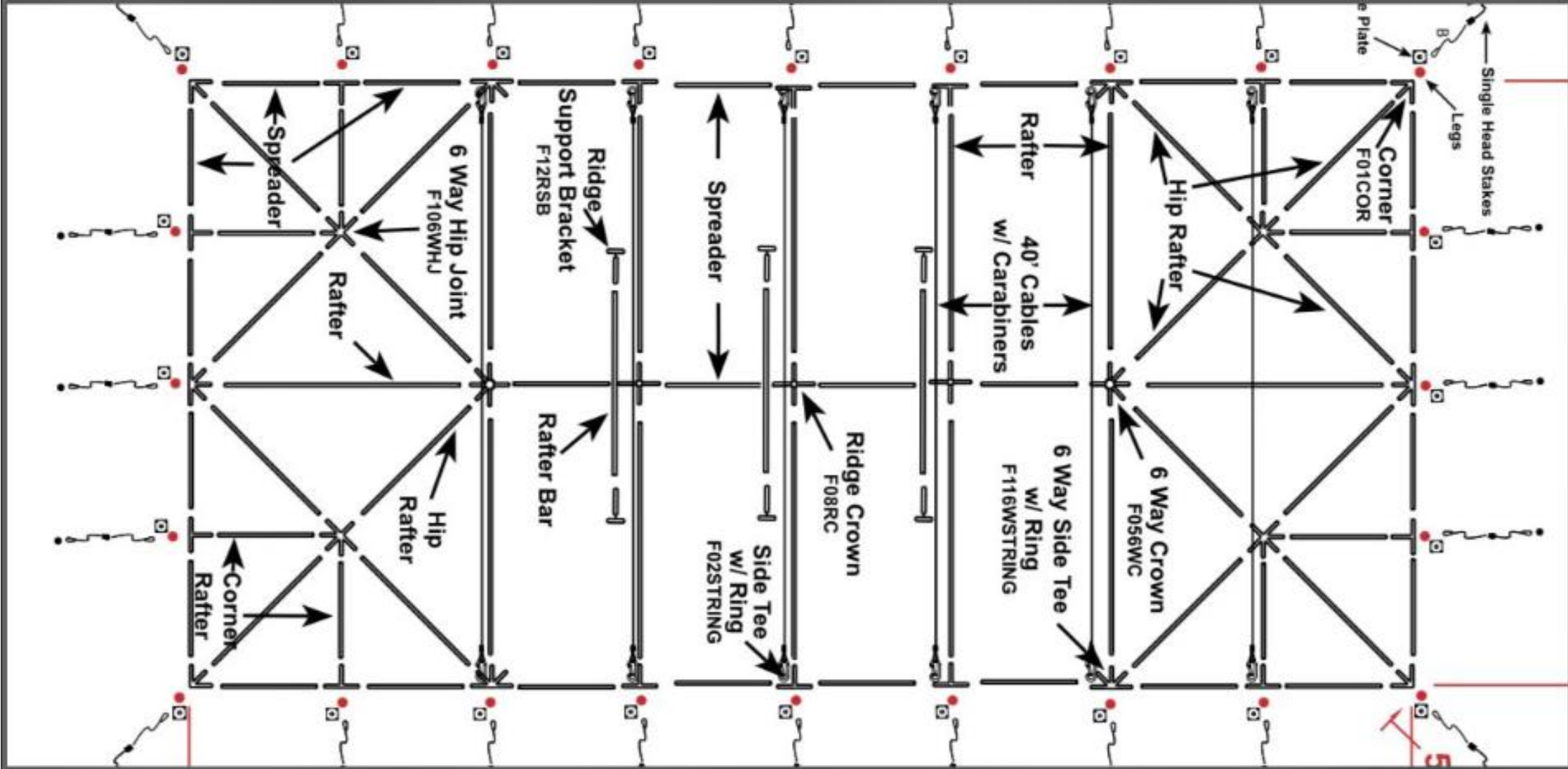
Wimberley Supper Club – Temporary Structure Permit Site Design





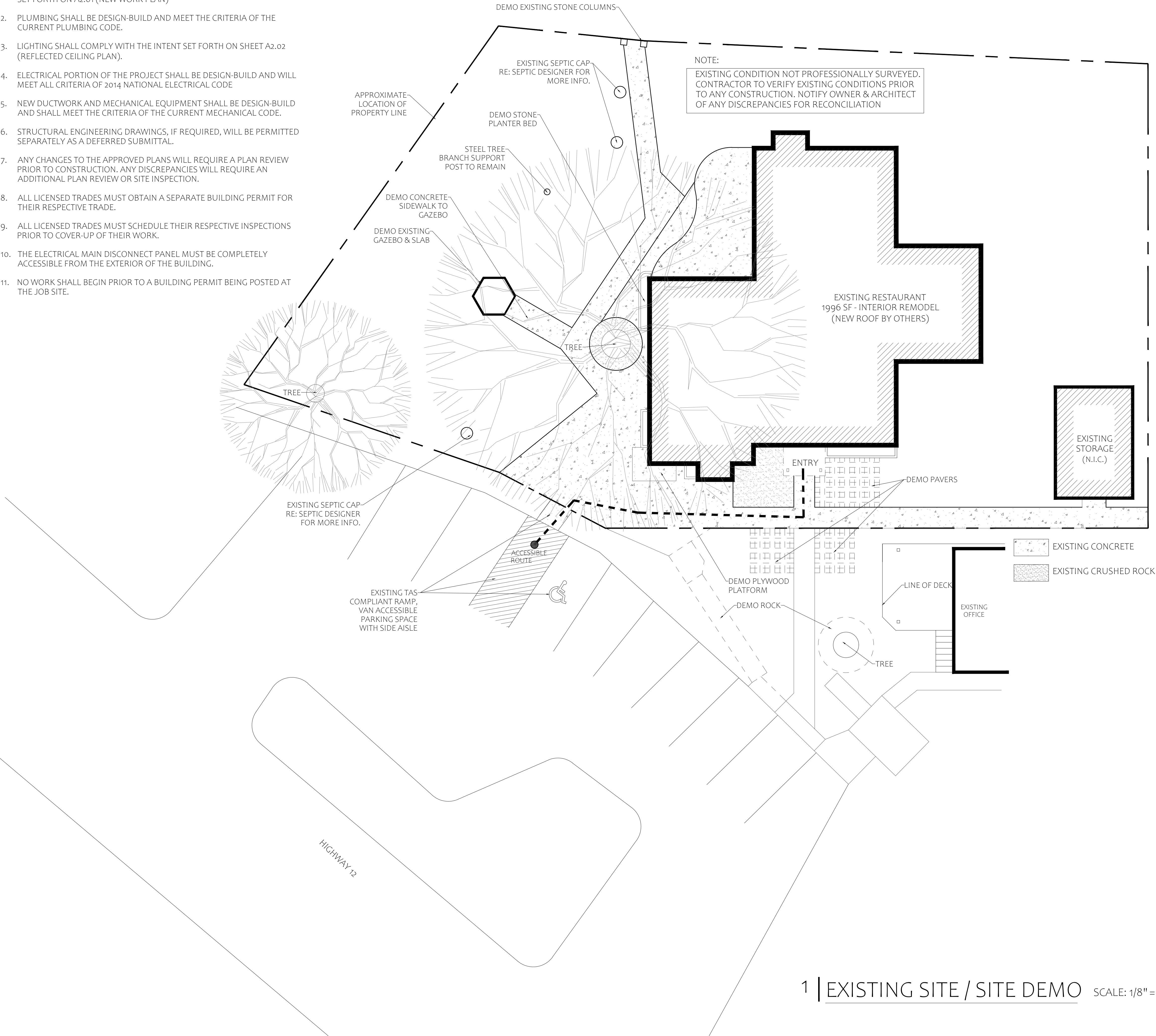
Wimberley Supper Club – Temporary Structure Permit

Tent Specs

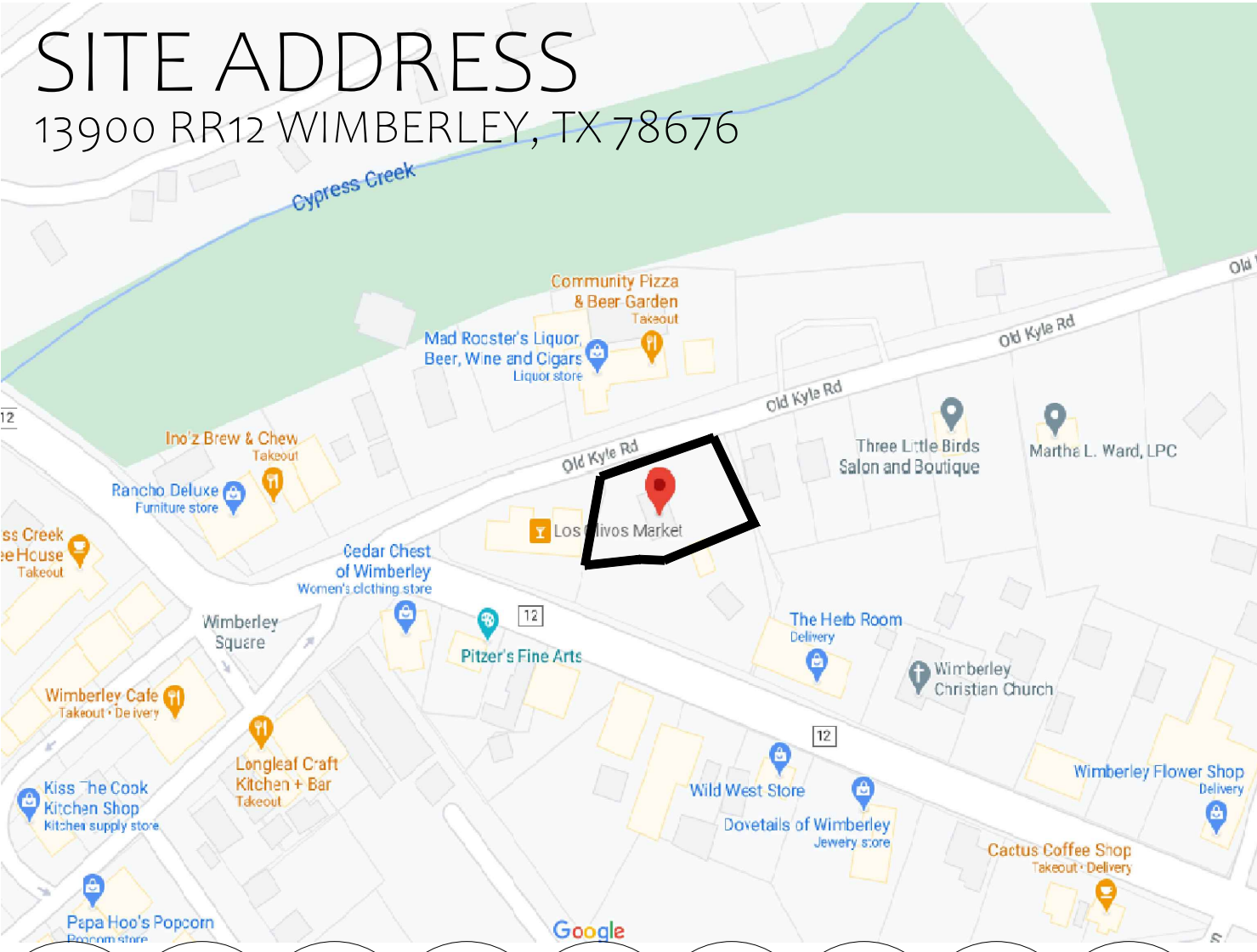


PERMITTING NOTES

- 1. PLUMBING PORTION OF THIS PROJECT SHALL COMPLY WITH THE INTENT SET FORTH ON A2.01 (NEW WORK PLAN)
- 2. PLUMBING SHALL BE DESIGN-BUILD AND MEET THE CRITERIA OF THE CURRENT PLUMBING CODE.
- 3. LIGHTING SHALL COMPLY WITH THE INTENT SET FORTH ON SHEET A2.02 (REFLECTED CEILING PLAN).
- 4. ELECTRICAL PORTION OF THE PROJECT SHALL BE DESIGN-BUILD AND WILL MEET ALL CRITERIA OF 2014 NATIONAL ELECTRICAL CODE
- 5. NEW DUCTWORK AND MECHANICAL EQUIPMENT SHALL BE DESIGN-BUILD AND SHALL MEET THE CRITERIA OF THE CURRENT MECHANICAL CODE.
- 6. STRUCTURAL ENGINEERING DRAWINGS, IF REQUIRED, WILL BE PERMITTED SEPARATELY AS A DEFERRED SUBMITTAL.
- 7. ANY CHANGES TO THE APPROVED PLANS WILL REQUIRE A PLAN REVIEW PRIOR TO CONSTRUCTION. ANY DISCREPANCIES WILL REQUIRE AN ADDITIONAL PLAN REVIEW OR SITE INSPECTION.
- 8. ALL LICENSED TRADES MUST OBTAIN A SEPARATE BUILDING PERMIT FOR THEIR RESPECTIVE TRADE.
- 9. ALL LICENSED TRADES MUST SCHEDULE THEIR RESPECTIVE INSPECTIONS PRIOR TO COVER-UP OF THEIR WORK.
- 10. THE ELECTRICAL MAIN DISCONNECT PANEL MUST BE COMPLETELY ACCESSIBLE FROM THE EXTERIOR OF THE BUILDING.
- 11. NO WORK SHALL BEGIN PRIOR TO A BUILDING PERMIT BEING POSTED AT THE JOB SITE.



SITE ADDRESS
13900 RR12 WIMBERLEY, TX 78676



PROJECT DATA

THIS PROJECT INCLUDES THE INTERIOR DEMOLITION OF AN EXISTING BUILDING WITH 348 SF OF DINING ROOM EXPANSION. INTERIOR NEW WORK INCLUDES A COMMERCIAL KITCHEN, 2 RESTROOMS, DINING AREA AND RESTAURANT/BAR SPACE. SITE WORK TO BE COMPLETED INCLUDES NEW CONCRETE FLATWORK, PAVERS, DECOMPOSED GRAVEL, FIRE PIT AND GROUND PREP FOR AN OUTDOOR DINING PAVILION.

- 1. ALL PUBLIC AREAS OF THIS FACILITY SHALL MEET THE REQUIREMENTS OF TAS 2012
- 2. THIS BUILDING SHALL COMPLY WITH INTERNATIONAL EXISTING BUILDING CODE 2015

CONSTRUCTION TYPE = vB
OCCUPANCY TYPE = A2

OCCUPANT LOAD
DINING ROOMS
FIXED SEATS + TABLES AND CHAIRS = 70
KITCHEN = 468 SF / 300 SF = 2 OCCUPANTS
TOTAL OCCUPANT LOAD = 72

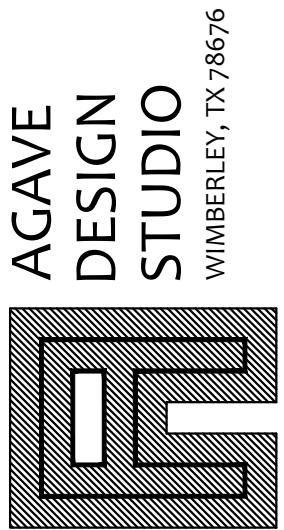
TDLR # TABS2021012628

DRAWING INDEX

- A1.01 COVER SHEET / EXISTING SITE DEMO PLAN
- A1.02 NEW SITE PLAN & SITE DETAILS
- A1.03 PAVILION FLOOR PLAN & DETAILS
- A2.01 EXISTING PLAN, DEMO. PLAN, NEW WORK FLOOR PLAN & DOOR SCHEDULE
- A2.02 ROOF PLAN & EXTERIOR ELEVATIONS
- A2.03 FLOOR FINISH PLAN & REFLECTED CEILING PLAN
- A3.01 TAS STANDARDS AND ACCESSIBLE ROUTE
- A3.02 INTERIOR ELEVATIONS

GENERAL NOTES

- 1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DETERMINE THE SCOPE OF WORK REQUIRED. THE CONTRACTOR SHALL EXAMINE THE EXISTING BUILDING AND WORK SHOWN BY ALL CONTRACT DOCUMENTS TO DETERMINE THE SCOPE OF DEMOLITION REQUIRED WHETHER SPECIFICALLY SHOWN OR NOT. THE INTENT IS TO INDICATE THE GENERAL SCOPE OF DEMOLITION REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- 2. ALL REMOVALS AND SALVAGEABLE ITEMS, UNLESS SPECIFICALLY NOTED OR REQUESTED BY THE OWNER, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. VERIFY ALL ITEMS WITH OWNER.
- 3. DEMOLITION IS TO BE DONE IN A CAREFUL AND ORDERLY MANNER SO AS NOT TO DAMAGE FINISHES OR EQUIPMENT TO REMAIN.
- 4. PROTECT ALL EXISTING STRUCTURE, SYSTEMS, FINISHES AND GENERAL CONSTRUCTION THAT ARE TO REMAIN THROUGHOUT THE COURSE OF THE WORK TO PREVENT DAMAGE OR LOSS. ANY SUCH DAMAGE CAUSED DURING THE COURSE OF THIS WORK WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE BEFORE THIS WORK IS CONCLUDED.
- 5. CONTRACTOR IS RESPONSIBLE FOR DEMOLISHING AND REMOVING ALL MATERIALS FROM PREMISES IN ORDER TO ACCOMPLISH THE SCOPE OF THE NEW WORK AND IS RESPONSIBLE FOR ALL RECONCILIATION OF THE EXISTING BUILDING AS NECESSARY TO EXECUTE THE NEW WORK.
- 6. CONTRACTOR IS TO VERIFY ALL DIMENSIONS AT JOBSITE PRIOR TO PROCEEDING WITH THE WORK. ANY DISCREPANCIES FOUND SHALL BE REPORTED TO THE ARCHITECT FOR HIS EVALUATION. BEGINNING WORK WITHOUT PROPERLY VERIFYING DIMENSIONS SHALL BE AT THE SOLE RISK OF THE CONTRACTOR.
- 7. ALL EXISTING ITEMS WHICH CONFLICT WITH THE DEMO PLAN OR NEW WORK PLAN (WHETHER SHOWN OR NOT) ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OWNER FOR RECONCILIATION.



PROJECT: **WIMBERLEY SUPPER CLUB**
13900 RANCH ROAD 12 Wimberley, Tx 78676
CLIENT

ISSUE:
BID PERMIT SET 4/05/2021
FOR CONSTRUCTION

REVISION:
ADDENDUM 1 05/17/2021
ADDENDUM 2 06/16/2021
ADDENDUM 3 08/25/2021
ADDENDUM 4 10/07/2021



4/05/2021

SHEET #
A1.01

1 | EXISTING SITE / SITE DEMO SCALE: 1/8" = 1'-0"



AGENDA ITEM:	2. Discuss and consider possible action regarding Ordinance No. 2022-01, ordering a General Election to be held on Saturday, May 7, 2022, for the purpose of electing at-large a Mayor and Council members for Place Two and Place Four for the Wimberley City Council. (<i>City Secretary, Laura Calcote</i>)
SUBMITTED BY:	Laura Calcote
DATE SUBMITTED:	12/20/2021
MEETING DATE:	January 6, 2022

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Ordinance No. 2022-01 orders the General Election for Saturday, May 7, 2022, for the purpose of electing at-large a Mayor and two Council members for Place Two and place Four. The period for filing an application for a place on the ballot begins Wednesday, January 19, 2022, and ends Friday, February 18, 2022, by 5:00 p.m. Candidate packets and forms, along with other election information, will be located on the City's website under 2022 General Election.

Additionally, the City has previously contracted with Hays County for election services. The Fiscal Year 2022 Budget allocated funds in the amount of \$6,500 for election services. Attached to Ordinance No. 2022-01 is the Election Services Contract between the City of Wimberley and the Elections Administrator of Hays County. This Contract will serve as Exhibit "A" to Ordinance No. 2022-01 and will need to be executed accordingly.

REQUESTED ACTION

Motion
Discussion
Ordinance

FINANCIAL

Fiscal Year (FY) 2022 Budget allocated \$6,500.00 for City Elections in line item 6590.

STAFF RECOMMENDATION

Approval of Ordinance No. 2022-01.

ATTACHMENT/S

1. Ordinance No. 2022-01

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 7, 2022, FOR THE PURPOSE OF ELECTING AT-LARGE A MAYOR AND COUNCIL MEMBERS FOR PLACE TWO AND PLACE FOUR AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION.

WHEREAS, the City of Wimberley desires to hold a General Election on Saturday, May 7, 2022, for the purpose of electing a Mayor and City Council Members for Places Two and Four; and

WHEREAS, this Ordinance is in furtherance of the public interest, for the good of government, peace and order of the City, and necessary and proper for carrying out the power granted by law to the City.

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

Section 1. In accordance with the general laws and Constitution of the State of Texas, a General Municipal Election is hereby called and ordered to be held on Saturday, May 7, 2022, at which general election all qualified voters of the City may vote for the purpose of electing at-large a Mayor and two (2) City Council Members for Place Two and Place Four to serve the City of Wimberley, Texas.

Section 2. No person's name shall be placed upon the official ballot as a candidate for the place of City Council Member of the Wimberley City Council unless such person has filed a sworn application, as provided by Section 141.031 of the Texas Election Code, with the City Secretary at City Hall, 221 Stillwater, Wimberley, Texas 78676 no sooner than Wednesday, January 19, 2022, and no later than five o'clock (5:00) p.m. Friday, February 18, 2022. Such application shall include the office the candidate is seeking and the place number of such position, where applicable. The City Secretary shall note on the face of each such application the date and time of its filing.

Section 3. Each voter shall vote for his or her choice for a candidate for Mayor and for each City Council Member place and shall vote for only one candidate for Mayor and for each City Council Member place.

Section 4. The present boundaries of the City, constituting Hays County Election Precincts 333, 335, 338 and 339 shall comprise one City election precinct. The polling place shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place, and the following are hereby appointed officers to conduct the above-described election, as outlined by

the Contract for Election Services (Exhibit “A”) between the City of Wimberley, Texas, and the County Contracting Officer of Hays County, Texas, as follows:

Polling Place
Wimberley Community Center
14068 Ranch Road 12
Wimberley, Texas 78676

Election Officer
Jennifer Anderson, Contracting Officer
Hays County, Texas

The City Secretary is hereby authorized and directed to provide a copy of this Ordinance to the County Contracting Officer as written notice of the appointment as required by Section 32.009 of the Texas Election Code.

Section 5. Voting shall be conducted by the County Contracting Officer utilizing voting machines and equipment supplied by the County Contracting Officer. All expenditures necessary to conduct the election, for the purchase of materials, and the employment of all election officials is hereby authorized in accordance with the Texas Election Code and in accordance with the provisions of the Contract for Election Services.

Section 6. The County Contracting Officer is hereby appointed Early Voting Clerk; the appointment of a deputy clerk or clerks for early voting by the County Contracting Officer shall be in accordance with Section 83.031 *et seq.* of the Texas Election Code. Early voting by personal appearance for the election shall commence on Monday, April 25, 2022, and end on Tuesday, May 3, 2022, at the Wimberley Community Center, 14068 Ranch Road 12, Wimberley, Texas 78676. Early voting by personal appearance shall be conducted on Monday, April 25, 2022, from seven o’clock (7:00) a.m. until seven o’clock (7:00) p.m., Tuesday, April 26, 2022, through Friday, April 29, 2022, from eight o’clock (8:00) a.m. until five o’clock (5:00) p.m., Saturday, April 30, 2022, from ten o’clock (10:00) a.m. until two o’clock (2:00) p.m., Monday, May 2, 2022, from seven o’clock (7:00) a.m. until seven o’clock (7:00) p.m. and Tuesday, May 3, 2022, from eight o’clock (8:00) a.m. until five o’clock (5:00) p.m. Under no circumstances shall the County Contracting Officer permit anyone to vote early by personal appearance at any time when such office is not open to the public. The Early Voting Clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

Section 7. An Early Voting Ballot Board is hereby designated to canvass the early votes cast by mail and by personal appearance. The County Contracting Officer is hereby appointed as Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.001, *et seq.*, Texas Election Code, said Early Voting Ballot Board Presiding Judge shall appoint such other members as provided in the Texas Election Code, Section 87.002(b).

Section 8. The candidate receiving the highest number of votes for Mayor and City Council Member in each of the places to be filled at such election shall be declared elected to such place.

Section 9. The order in which the names of the candidates are to be printed on the ballot for the early voting period, and the order in which the names of the candidates are to be printed on the ballot for the General Election, shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the Texas Election Code. The City Secretary shall post a notice of the date, hour and place of drawing. Such notice shall remain posted continuously for seventy-two (72) hours immediately preceding the scheduled time of the drawing; and personal notice shall also be given to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by him or her, shall have a right to be present and observe the drawing.

Section 10. Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in that Code. The Mayor shall issue all necessary orders and writs for such election and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

Section 11. The election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

PASSED and APPROVED by the City of Wimberley City Council on the ____ day of January, 2022 by a vote of (Ayes) and (Nays) and (Abstain).

Gina V. Fulkerson, Mayor

ATTEST:

Laura J. Calcote, City Secretary

APPROVED AS TO FORM:

City Attorney



DRAFT



AGENDA ITEM:	3. Discuss and consider possible action regarding a Contract for Election Services with the Hays County Elections Administrator to conduct the May 7, 2022 General Election for the City of Wimberley. <i>(City Secretary, Laura Calcote)</i>
SUBMITTED BY:	Laura Calcote
DATE SUBMITTED:	12/20/2021
MEETING DATE:	January 6, 2022

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Contract for Election Services between the Elections Administrator of Hays county, Texas and the City of Wimberley shall serve as Exhibit "A" to Ordinance No. 2022-01, and is necessary for the City to enter into contract with Hays County for election services for the May 7, 2022 General Election. The City has previously contracted with Hays County for these services.

REQUESTED ACTION

Motion
Discussion

FINANCIAL

Fiscal Year (FY) 2022 Budget allocated \$6,500.00 for City Elections in line item 6590.

STAFF RECOMMENDATION

Approval of the Contract for Election Services between the Elections Administrator of Hays County, Texas and the City of Wimberley.

ATTACHMENT/S

1. Hays Contract for Election Services -2021-2022

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services (“Contract”)** is made and entered into by and between the **Elections Administrator of Hays County, Texas (“Contracting Officer”)** and the **City of Wimberley (“City”)** pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the City. For purposes of this Contract the term “Election” will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the City’s Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the City located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
- C. The City agrees to commit the funds necessary to pay for Election-related expenses for the City’s Election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of City’s holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Teas Election Code. The City agrees to enter into a joint election agreement required by Hays County.
- I. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
 - A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB)

presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to City. The Contracting Officer shall provide the City with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.

C. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. Election Training. The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the

Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The City Secretary will ensure that Public Notice is also provided via published notice, on the City's website and on all City social media outlets.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the City, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.
- K. **Applications for Mail Ballots.** The City and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

L. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the City. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the City shall be promptly faxed to the Contracting Officer at (512) 878-6699 or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code.

M. **Election Day Activities.**

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
 4. Election Day polling locations are determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.
- N. **Election Night Reports.** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.
- O. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- P. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the City. These reports will serve as the canvass materials for the City.
- Q. **Custodian of Election Records.** The Election records will be submitted to the City except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The

Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. Recount.

1. The City shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the City shall discuss how such recount is to be conducted. The City shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.

S. Schedule for Performance of Services. The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

T. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the City.

U. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Hays County will be precleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the City.

II. RESPONSIBILITIES OF THE CITY. The City shall perform the following responsibilities:

- A. Election Orders, Election Notices, and Canvass.** The City shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the City of all actions necessary to call the Election. The City shall be responsible for conducting the official canvass of the Election.
- B. Map/Annexations.** The City shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and

electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- C. **Department of Justice Preclearance for Special Elections.** If required by law, the City shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The City shall prepare the text for the City's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The City shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the City shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The City shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. **SPECIAL PROVISIONS RELATED TO ELECTION WORKERS**

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the City that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the City will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the City are set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the City's share of the cost of the Election or a minimum of \$75.00.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, per Verity Duo, per scanner, per Tenex touchpad component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the City.

V. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
2. The officers who conduct the official canvass of the Election returns;
3. The authority to serve as custodian of voted ballots or other Election records; or
4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. Cancellation of Election. If the City cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the City shall pay the fee.

C. Contract Copies to Treasure and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. Election to Resolve a Tie. In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The City and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
2. The City will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the Election will be borne by the City; the Contracting Officer will work with the City on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the City may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the City or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. **Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the City designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the City of Wimberley:

Laura Calcote
City Secretary
City of Wimberley
Wimberley, Texas 78676
Tel: (512) 847-0025
Fax: (512) 847-0422
Email: lcalcote@cityofwimberley.com

Witness by my hand this the _____ day of _____, 2021.

Contracting Officer:

Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 2021.

Local Political Subdivision:

Name of Entity: City of Wimberley

Printed Name: Gina V. Fulkerson

Official Capacity: Mayor

Election Coordinator



AGENDA ITEM:	4. Discuss and consider possible action regarding a Joint Election Agreement between Hays County and the City of Wimberley. <i>(City Secretary, Laura Calcote)</i>
SUBMITTED BY:	Laura Calcote
DATE SUBMITTED:	12/20/2021
MEETING DATE:	January 6, 2022

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Joint Election Agreement between the City of Wimberley and Hays County is required in addition to the Contract for Election Services, since Hays County is a part of the Texas Countywide Polling Place Program. Vote centers allow Hays County voters to choose from any polling place to vote during early voting and on Election Day. All elections held in Hays County are considered joint.

There is a cost sharing formula included in the Agreement (Section 9, pg. 2). Wimberley will only be charged based on the number of registered voters in the upcoming May 7, 2022 General Election.

REQUESTED ACTION

Motion
Discussion

FINANCIAL

Fiscal Year (FY) 2022 Budget allocated \$6,500.00 for City Elections in line item 6590.

STAFF RECOMMENDATION

Approval of Joint Elections Agreement between Hays County and the City of Wimberley.

ATTACHMENT/S

1. Joint Election Agreement 2021-2022

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF WIMBERLEY

This Joint Election Agreement ("Agreement") is entered into on January ___, 2022, between the City of Wimberley, (the "City") 221 Stillwater, Wimberley, Texas 78676 and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The City enters into this Agreement for the conduct of the elections to be held from August 2021 through July 2022.

Section 2. *Appointment of Election Officer.* The City appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2021 through July 2022.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the City agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the City. Furthermore, the City agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The City and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the City.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the City with copies of any election documents upon the City's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the City with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the City may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The City agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. *Amendments.* This Agreement may not be amended or modified except in writing and executed by both the City and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. *Effective Date.* This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2021 and end on July 31, 2022.

Section 12. *Force Majeure.* Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

City of Wimberley
Office of the City Secretary
221 Stillwater
Wimberley, Texas 78676

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this ____ day of January, 2022

Hays County Elections Administrator

City of Wimberley

Jennifer Anderson
Elections Administrator

Gina V. Fulkerson
Mayor

Attest:

Attest:



AGENDA ITEM:	Downtown Map Display
SUBMITTED BY:	Rebecca Minnick, Place 1
DATE SUBMITTED:	December 30, 2021
MEETING DATE:	January 6, 2022

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

While the City has launched a wayfinding signage program to help guide vehicle traffic through the downtown area, helping pedestrian visitors find their way through the Square is also needed. Cities with busy town squares feature map displays to orient tourists to businesses, lodging and attractions. Signcrafters has developed a design that we can consider for several locations in the Square that can be expanded or adapted for other locations that are frequented by visitors.

REQUESTED ACTION

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

FINANCIAL

- Budgeted Item ☐ Original Estimate/Budget: \$ 0
- Non-budgeted Item ☒ Current Estimate: \$ 0
- Not Applicable ☐ Amount Under/Over Budget: \$ 0

STAFF RECOMMENDATION

N/A

ATTACHMENT/S

- City of Georgetown wayfinding map examples
- Signcrafters' Wimberley wayfinding map design



LOCATIONS

EAST 7TH STREET

- 101. Tejas Meat Supply
- 102. The Balded Bear Bar
- 103. Nathaniel's Custom Hats
- 104. Gallery Bakery & Coffee House
- 105. The Golden Rule
- 106. Mango Tango Bistro & Bar
- 107. Deluxe Nails & Spa
- 108. Jemini Thai Kitchen
- 109. 400 Degrees Market Place

EAST 8TH STREET

- 110. The Collector Kiosk & Emporium
- 111. City Barber
- 112. City Post Chophouse
- 113. 400 Degrees Pizzeria & Draft House
- 114. The Union on 8th Street

EAST 9TH STREET

- 115. Founder's Park
- 116. District Six

EAST UNIVERSITY AVENUE

- 117. The Knitting Cup

MARTIN LUTHER KING STREET

- 118. Flower Box Pizzeria & Deli

SOUTH AUSTIN AVENUE

- 119. Gatsby Salon
- 120. El Charrito
- 121. Monument Cafe
- 122. Lark & Owl Bookellers
- 123. Nightingale Bistro
- 124. Queen's Jewellers
- 125. Mesquite Creek Outfitters
- 126. Baron's Creek Wine Room
- 127. Fuego Latino Gastropub
- 128. 18 Carrot Bakery
- 129. Foundry42 Coffee and Gifts
- 130. Oculis
- 131. The Williamson Museum
- 132. Truopure Fitness Center
- 133. Williamson County Courthouse
- 134. Artisans Connect Gallery Inc.
- 135. Palace Theatre
- 136. Wildfire
- 137. Brazer Market Clothing & Accessories
- 138. Belle and Birde Interiors Home Decor
- 139. All Things New Home Decor & Entertain
- 140. Shops at The Maze
- 141. Gatherings Artisan
- 142. CVS

SOUTH CHURCH STREET

- 143. Sweet Lamon Kitchen
- 144. Tony & Luigi's Italian Restaurant

SOUTH MAIN STREET

- 145. 309 Coffee
- 146. Rough & Ready Antiques
- 147. The Framers Gallery Inc.
- 148. Laurie's Cafe
- 149. Gumbler's North
- 150. All Things Kids (Toys, books, games, ice cream & more)
- 151. Kerr's Guitars and Music Store
- 152. Hydrate
- 153. The Escape Jewels for kids & gals

LEGEND

- ARTS & CULTURE
- CAFE & DRINKS
- SERVICES
- SHOPPING
- ATM
- HISTORIC LOCATIONS
- PARKING
- RIVERS
- RESTROOMS
- PUBLIC ART
- VISITOR CENTER
- OPEN SUNDAYS
- OPEN LATE PM & SAT

PARKING



PARKING LOTS
FREE

STREET PARKING
MON-FRI • 2 HOUR PARKING ZONE

- 154. Georgetown Winery
- 155. Oline Treasures Home Decor
- 156. Rasmussen Salon
- 157. Lamppost Coffee
- 158. Kork Wine Bar
- 159. Grace Heritage Center
- 160. ThunderCloud Subs
- 161. Georgetown Art Center
- 162. Don Saloon

WEST 3RD STREET

- 163. El Monumento
- 164. Doug Smith Performance Center

WEST 4TH STREET

- 165. Grove Saloon & Wine Bar
- 166. Wag Heaven



WEST 5TH STREET

- 167. Grape Creek Winery
- 168. Valston Center
- 169. Red Bird Mercantile
- 170. Black Sugar Caffe
- 171. Olive - The Ultimate Design Studio Home Decor
- 172. Blue Corn Harvest Bar & Grill
- 173. Texas Design Company Inc. Home Decor

WEST 6TH STREET

- 174. Historic Shotgun House
- 175. City Hall
- 176. Handcrafted Unlimited Inc.
- 177. La Bella Casa Home Decor
- 178. Georgetown Antique Mall
- 179. Milky V's Tacos on the Square
- 180. Primo Dora
- 181. Roots
- 182. Palace Playhouse
- 183. Palace Education & Performance Center
- 184. The Exchange Consignment Boutique

- 185. Corvina's Bridal
- 186. Bandy Jewellers
- 187. To Have & To Hold
- 188. The Daytripper World Headgear
- 189. Barrels & Amps
- 190. Salons at The Corral
- 191. Therapeutic Boutique
- 192. Little Tim's Classic Barber
- 193. Georgetown Public Library

ROCK STREET

- 194. 40Whiskey Co.
- 195. The Glow House

WEST 10TH STREET

- 196. Scarlet Red Salon

WEST 11TH STREET

- 197. Just Your Style Salon
- 198. Rio Bravo Mexican Cafe

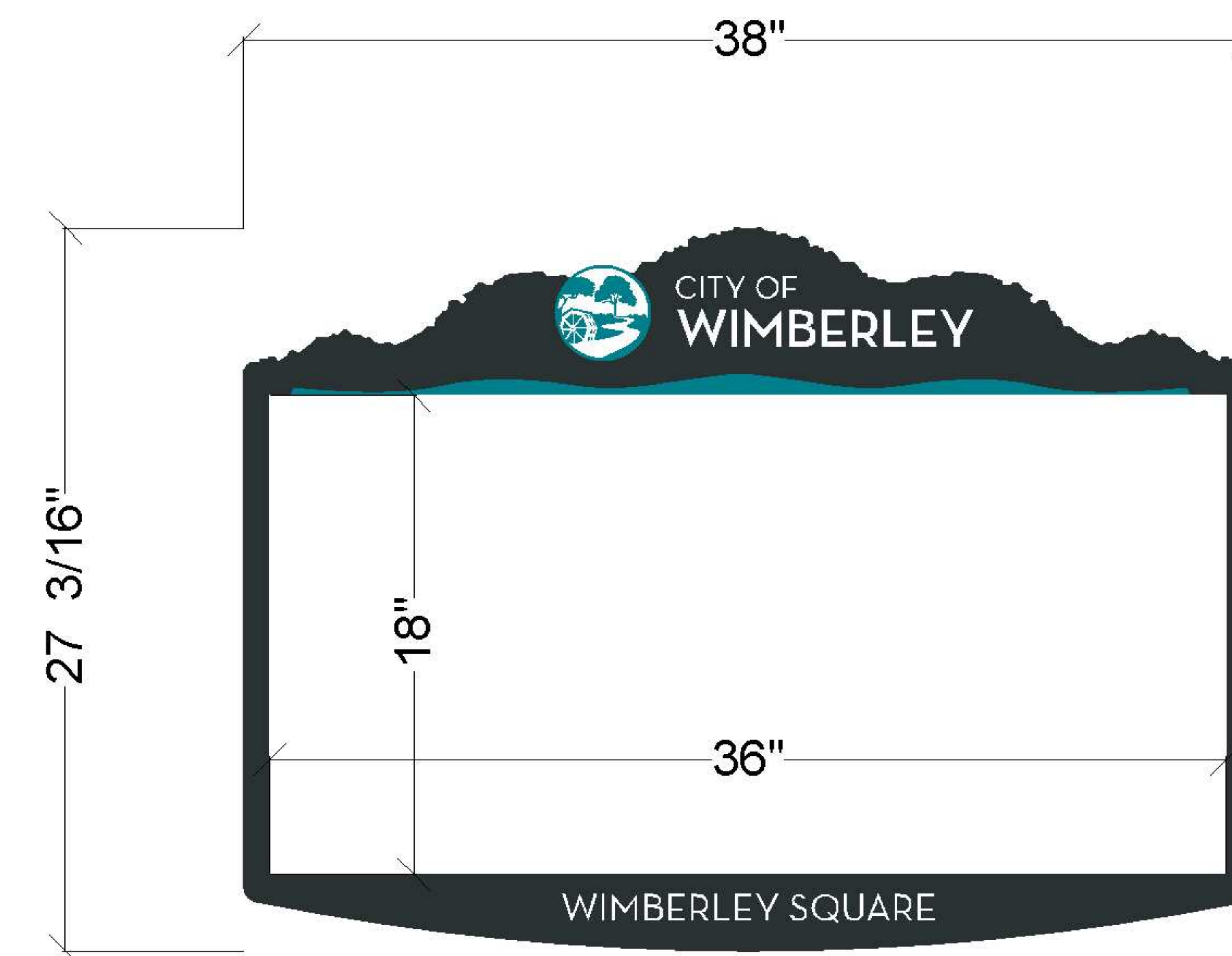
BACKGROUND PANEL
.125" ALUMINUM WILL ROUTED SHAPE
WHITE VINYL LETTERING AND PRINTED LOGO

CUSTOM HIGH PRESSURE LAMINATE (CHPL)
.5" THICK 18" X 36" CHPL PANEL

45° ANGLE

3" X 3" IN-GROUND
MOUNT SINGLE POST.
TO BE INSTALLED IN
DESIGNATED AREA.

CONCRETE



PEDESTRIAN MAP

18"X36" MAP
DIGITALLY PRINTED GRAPHICS
CUSTOM HIGH PRESSURE LAMINATE (CHPL)
.5" THICK

MOUNTED TO ALUMINUM PANEL
CUSTOM SHAPE WITH CITY LOGO
PAINTED FINISH

INSTALLED WITH 3X3 SQUARE TUBE
DOUBLE POLE
PAINTED FINISH
SET INTO GRADE WITH CONCRETE



2401 I-35 S. San Marcos, TX 78666
(512) 392-0900 (512) 392-3363 Fax
signcrafters@sanmarcos.net
www.signcrafters.net

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CLIENT CITY OF WIMBERLEY

APPROVAL

TYPE OF SIGNAGE

INSTALL DIRECT BURIAL

FILE AUSTIN/C/JOBS/WIMBERLEY WAYFINDING/WIMBERLEY MAP

DATE 12-24-21

DATE

WITH CHANGES
AS NOTED

SCALE N.T.S.

LOCATION WIMBERLEY SQUARE, WIMBERLEY, TX



IN FRONT OF CEDAR CHEST



IN FRONT OF CEREMONY



CYPRESS CREEK BRIDGE



ADDITIONAL LOCATION RECOMMENDED
AT OAK DR PARKING AREA

 SIGN CRAFTERS INCORPORATED 2401 I-35 S. San Marcos, TX 78666 (512) 392-0900 (512) 392-3363 Fax signcrafters@sanmarcos.net www.signcrafters.net	CLIENTCITY OF WIMBERLEY		FILEAUSTIN/C/JOBS/WIMBERLEY WAYFINDING/WIMBERLEY MAP		DATE12-24-21	
	APPROVAL		DATE		WITH CHANGES AS NOTED	
	TYPE OF SIGNAGE					SCALE N.T.S.
	INSTALLDIRECT BURIAL		LOCATIONWIMBERLEY SQUARE, WIMBERLEY, TX			

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AGENDA ITEM:	Wastewater (SCADA) Sitepro
SUBMITTED BY:	M. Boese, City Administrator
DATE SUBMITTED:	January 6, 2022
MEETING DATE:	January 6, 2022

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Supervisory control and data acquisition (SCADA) allows system operators to control system operations while providing consistent automated data. Key personnel can see where real-time problems are occurring in the system through various data points. Instant access to information provides the opportunity for operators to make decisions and analyze data regularly rather than in segments. Problems like leaks, overflows or malfunctioning equipment are sent directly to the system operator where they will fix issues in advance and reduce downtime for the system.

Currently, the city's wastewater system is not equipped with SCADA. SCADA will reduce the amount of time needed to check and monitor the wastewater system. Additionally, SCADA provides a secure means to operate the wastewater system.

This purchase is eligible for American Recuse Plan funds. Wastewater projects as well as cybersecurity upgrades to protect sewer infrastructure are specifically listed.

There is an annual software subscription of \$1,200.00 associated with this purchase.

REQUESTED ACTION

Motion	☒
Discussion	☒
Ordinance	☐
Resolution	☐
Other	☐

FINANCIAL

Budgeted Item	☐	Original Estimate/Budget:	N/A
Non-budgeted Item	☒	Current Estimate:	\$ 33,668
Not Applicable	☐	Amount Under/Over Budget:	\$ N/A

STAFF RECOMMENDATION

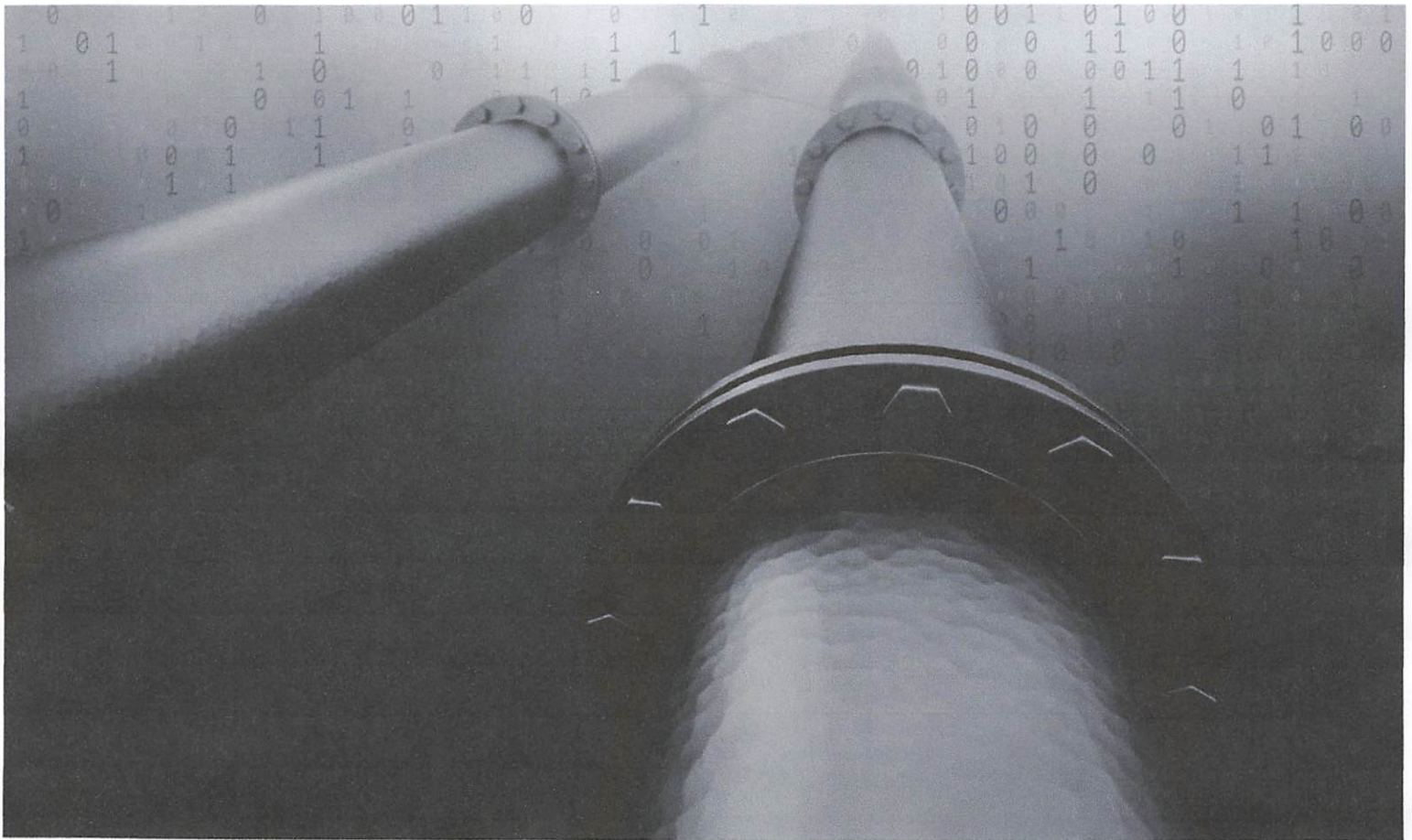
Staff recommends City Council approve the purchase of the SCADA equipment and software for the city's wastewater system.

ATTACHMENT/S

- Sitepro Proposal

City of Wimberley

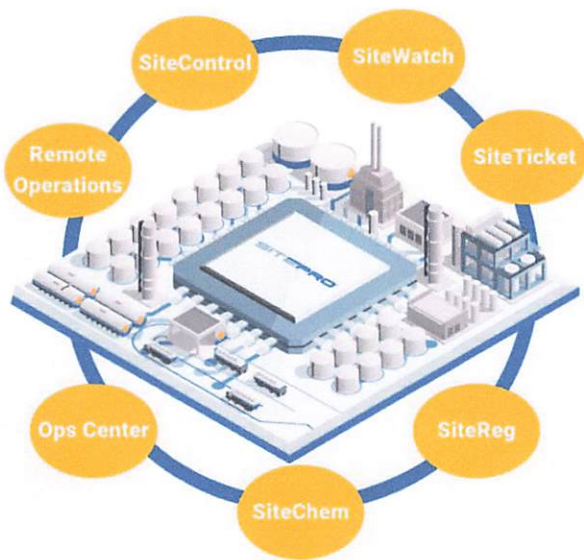
Wastewater Automation



Nov 17, 2021
Prop 10124

About Us

Thank you for your interest in SitePro's industry leading products and services. SitePro's patented technologies allow you to control your world like never before. Within our powerful suite of tools, we give you a virtual command post to see and control all of your critical physical assets from anywhere in the world. With our hardware agnostic architecture, SitePro allows you to quickly create flexible and powerful sites/facilities where information flows from device to the executive level across your enterprise without any custom programming. We are proud to present you this proposal which will detail how our unique mix of intelligent software, hardware, and services will be crafted to deliver superior and reliable results that squarely address your business objectives.



Since launching our flagship product in 2012, SitePro has become one of the fastest-growing technology solutions and services providers in the United States. We continue to push the boundaries that exist with legacy industrial controls by infusing machine learning and artificial intelligence into a highly connected cloud-based industrial IoT ecosystem that we are pioneering.

The benefits of this create major competitive operational and business advantage for infrastructure operators of all kinds, by helping you save time and money while increasing your commitment to safe and environmentally responsible operations.



The SitePro team consists of highly knowledgeable technology and industry professionals from engineering, computer science, field service, and business backgrounds giving us the distinct advantage of delivering you this premier mission-critical operational platform through our dynamic suite of products and services. Our products are proudly designed and developed in the USA. Please refer to the Appendix for a comprehensive overview of SitePro's dynamic suite of products and software applications.

Indicative Bid

This proposal format is intended to provide you with basic information and a budgetary quote for your project. Our quote is based on our preliminary understanding of your requirements for the project and will be further detailed and revised as required to support your project needs.

Typical SitePro Software and Services

SitePro solutions are uniquely qualified to help you meet your stated objectives. Our state of the art software and hardware offerings are designed to deliver the control and information that you need to responsibly and efficiently operate your resources and infrastructure in a cost effective manner. Our methodologies and services are custom tailored to your project requirements and fully integrated into the SitePro product implementation process. The following components will provide a solid foundation for the superior technology solutions that we can provide. Some of these items are optional and may not be considered in the pricing section of this document.

- **Software.**
 - SiteControl – Software subscription for our cloud-based automation control, data, and analytics platform.
 - SitePro Command Center – Dashboard for current and historical data. The Command Center provides unified view of real time operational metrics, remote control functions, and historical data analytics across all of your control and sensor points. Coupled with the proper sensor and control data, the Command Center provides superior visualization and aggregation capabilities to provide real-time and historical insight into the health and integrity of your water resources and assets.
 - SitePro Mobile Web – SitePro has a built in mobile website that provides a subset of SitePro functionality in a mobile sized form factor. The mobile website is part of the base subscription.
 - SitePro Mobile Application – In addition to the mobile website, this IOS (Apple) based application can provide much of the Command Center functionality in a mobile application format. SitePro Mobile adds advanced features like Persistent Login, Offline Mode, Rich Navigation, Advanced Filters, and more.
 - SiteWatch - motion capture and live streaming for added security and control provided by our unique linkage between site events and camera footage.
- **Services.**
 - Field Installation & Configuration – Our industry leading electricians and automation technicians will professionally install and configure the devices specified in this proposal.
 - Software Configuration & Tailoring – Your SitePro SiteControl and Command Center instances are tailored to your way of visualizing facilities and operational data by our seasoned team.
 - Project Management & Oversight – Using SitePro's time-tested project delivery methodology, our project team will ensure all facets of your project are delivered in concert and in a timely fashion.

Estimated Pricing Summary

Date 11/17/2021

Proposal No. 10072

SITEPRO

Validity: Proposal Valid For 30 Days	Issued By: Ryon Corley
Client: City of Wimberley	Title: Sales Engineering Manager
Address: 221 Stillwater Wimberley Wimberley, TX 78676	Address: 9502 HWY 87 Lubbock, TX 79423
Phone: (512) 847-0025	Phone: 210.846.6012
Email: mboese@cityofwimberley.com	Email: rcorley@sitepro.com

Wastewater Automation

SKU	ITEM	QTY	UNIT	UNIT PRICE	SUBTOTAL
1001	Site Configuration & Programming Engineer Labor for Site Set-up & Config	1	Ea	\$3,000.00	\$3,000.00
1351	General Project Cost Trucks, Tools, Equipment, Mobilization, Mileage, Lodging & Per Diem	1	Job	\$2,500.00	\$2,500.00
1000	A&E Labor Automation & Electrical Technician Labor	60	Hr	\$112.50	\$6,750.00
1620	SitePro® Main Control Panel 30" X 30" Nema 4 Enclosure Nuvo IPC 22" 24V Monitor With Battery Backup For Safe IPC Shutdown	1	Ea	\$13,993.71	\$13,993.71
1622x	SitePro® RIO Panel Control Panel for monitoring and controlling each water well and reporting back to main facility W/O Radios	1	Ea	\$3,416.09	\$3,416.09

1360	Electric - Misc Supply Miscellaneous Electrical Supplies	1	Ea	\$1,000.00	\$1,000.00
1678	SitePro Connect® SitePro Connect® Includes: 4117 ADAM 3 x Fuse Disconnects	1	Ea	\$1,171.56	\$1,171.56

Subtotal **\$31,831.36**

Estimated Shipping **\$636.63**

Total Estimated Cost \$32,467.99

SitePro, Inc. 9502 HWY 87. Lubbock, TX 79423 TECL. 246908/29723 is Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website. www.tdlr.texas.gov

Estimated Software Subscription Charges

Recurring Charges

SKU	SitePro Subscription Type	Monthly Subscription	QTY
01-001	SitePro SiteControl License 10GB Managed Data Service & Remote Control	\$1,200.00	1
10-000	SitePro Mobile App User Pricing - (1-5 users) User Pricing for the SitePro mobile app.	\$0.00	1
Subtotal			\$1,200.00
Total			\$1,200.00

All software is priced monthly and invoiced annually upon site commissioning

CPI Adjustment. The SaaS subscription charges in the table above will be reviewed and adjusted annually to reflect increases in the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), published by the United States Department of Labor on its website at <http://www.bls.gov/cpi>. The adjustment will be effective on the first day of the month following the publication of the CPI-U by the United States Department of Labor after each one year anniversary of the commissioning date. By way of example only, if the commissioning date is August 1, 2021, the adjustment would be effective on September 1, 2022, following publication of the CPI-U on or about August 15, 2022. The SaaS subscription charges will be multiplied by the percent increase in the CPI-U during each subsequent twelve month period.



AGENDA ITEM:	7. Discuss and consider possible action regarding Resolution No. 01-2022, authorizing an amendment to the 2021/2022 Operating Budget (Budget Amendment No. 3), to authorize expenditures from the American Rescue Plan Fund 6751 (Outlay – Projects) and providing an effective date. <i>(City Administrator, Mike Boese)</i>
SUBMITTED BY:	Mike Boese
DATE SUBMITTED:	01/03/2022
MEETING DATE:	January 6, 2022

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City of Wimberley received funding for authorized projects through the American Rescue Plan. These funds were allocated to assist local governmental entities respond to the Covid-19 health emergency, replace lost revenue, complete water and sewer projects, expand public communication, and extend broadband. The purchase of a SCADA system for the city wastewater collection system and the allocation of funding to Wimberley Valley Radio for a back-up generator to improve public communication are approved uses of American Rescue Plan funds. This budget amendment will provide funding for these specific projects.

REQUESTED ACTION

Motion
Discussion
Resolution

FINANCIAL

STAFF RECOMMENDATION

Approval of Resolution No. 01-2022.

ATTACHMENT/S

1. Resolution No. 01-2022 (Budget Amendment No. 3)

RESOLUTION NO. 01-2022

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2021/2022 OPERATING BUDGET (BUDGET AMENDMENT NO. 3), AUTHORIZING EXPENDITURES FROM THE AMERICAN RESCUE PLAN FUND 6751 (OUTLAY – PROJECTS) AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has reviewed and approved the purchase of wastewater automation (SCADA) from Sitepro Automation and Software to operate the wastewater collection system and recognized the need to appropriate funds from the American Rescue Plan Fund – Outlay – Projects Account.

WHEREAS, the City Council has realized the need for a back-up generator at Wimberley Valley Radio increasing public information to improve response, mitigation, and prevention of public health emergencies and recognized the need to appropriate funds from the American Rescue Plan Fund – Outlay – Projects 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. 3) for the purpose and in the amounts shown below.

American Rescue Plan Fund - Expenditures

The effect of these transactions will increase expenditures in the American Rescue Plan Fund Account Number 6751 (Outlay - Projects) by \$44,667.99.

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 6th day of January, 2022.

The City of Wimberley, Texas

Gina V. Fulkerson, Mayor

ATTEST:

Laura J. Calcote, City Secretary

