



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 20, 2022 - 6:00 PM

AGENDA

1. **CALL TO ORDER** January 20, 2022, at 6:00 PM
2. **CALL OF ROLL** City Secretary, Laura Calcote
3. **INVOCATION** Unity of Wimberley Reverend, Jill Carey
4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
5. **CITIZENS COMMUNICATIONS**
The City Council welcomes comments from the general public on issues and items of concern, not on this agenda. Those wishing to speak must sign-in before the meeting begins and observe a three-minute time limit when addressing Council. Speakers will have one opportunity to speak during the time period. Speakers desiring to speak on an agenda item will be allowed to speak when the agenda item is called. Inquiries about matters not listed on the agenda will either be directed to staff or placed on a future agenda for Council consideration. Comments from speakers should not be directed towards any specific member of City Council or City staff. Comments should not be accusatory, derogatory or threatening in nature.
6. **PRESENTATION**
 - 6.1. Presentation regarding the Night Sky Friendly Business Award for Blue Hole Regional Park.
(Wimberley Dark Sky Committee)
7. **CONSENT AGENDA**
 - 7.1. Approval of minutes from the Regular City Council Meeting held December 16, 2021.
 - 7.2. Approval of minutes from the Regular City Council Meeting held January 6, 2022.
8. **CITY STAFF REPORTS**
 - 8.1. Parks Director Report
 - Park projects update
 - Programs and events update

- 2022 Swim Season

8.2. City Administrator Report

- City Sales Tax
- Wastewater System Project

9. **DISCUSSION AND POSSIBLE ACTION**

- 9.1. Discuss and consider possible action authorizing the City Administrator to sign Right of Way Encroachment License Agreement No. 2022-001 granting permission to use the licensed property solely to install, repair, maintain, and remove grading, sidewalks, retaining wall(s), handicap accessible ramp, stairs, patio, and safety railing, with Kontiki LLC. *(City Administrator, Mike Boese)*
- 9.2. Discuss and consider possible action to purchase a new Blue Hole lift station control panel for the wastewater collection system. *(City Administrator, Mike Boese)*
- 9.3. Discuss and consider possible action regarding Resolution No. 02-2022, authorizing an amendment to the 2021/2022 Operating Budget (Budget Amendment No. 4), authorizing the expenditures from the American Rescue Plan Fund 6571 (Outlay - Projects) and providing an effective date. *(City Administrator, Mike Boese)*

10. **CITY COUNCIL REPORTS**

- 10.1. Announcements
- 10.2. Future agenda items

11. **ADJOURNMENT**

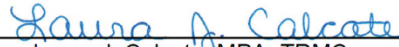
The City Council may retire into Executive Session at any time between the meeting's opening and adjournment for the purpose of discussing any matters listed on the agenda as authorized by the Texas Government Code including, but not limited to, homeland security pursuant to Chapter 418.183 of the Texas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

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

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Friday, January 14, 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:	Consent Agenda
SUBMITTED BY:	Laura Calcote, City Secretary
DATE SUBMITTED:	January 13, 2022
MEETING DATE:	January 20, 2022

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

- 7.1. Approval of minutes from the Regular City Council Meeting held December 16, 2021.
- 7.2. Approval of minutes from the Regular City Council Meeting held January 6, 2022.

REQUESTED ACTION

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

FINANCIAL

- Budgeted Item ☐
- Non-budgeted Item ☐
- Not Applicable ☒

STAFF RECOMMENDATION

Approval of 7.1. and 7.2.

ATTACHMENT/S

- December 16th City Council Meeting Minutes
- January 6th City Council Meeting Minutes



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

MINUTES

1. **CALL TO ORDER**

December 16, 2021, at 6:00 PM

Mayor, Gina Fulkerson, called the meeting to order on December 16, 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
Jim Chiles, Place Four
David Cohen, Place Five

Council Members Absent:

Christine Byrne, Place Three

City Staff Present:

Mike Boese, City Administrator
Laura Calcote, City Secretary
Charlie Zech, City Attorney
Richard Shaver, Parks Director
Nathan Glaiser, Planning & Development Coordinator

3. **INVOCATION**

Wimberley Presbyterian Church Reverend, Clint Regen

A moment of silence was observed.

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 Rebecca Minnick. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (4-0).

- 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

Parks Director, Richard Shaver, provided an update regarding the successful Boo! Hole Halloween Event and the record number of Event attendees, as well as the upcoming Polar Bear Plunge and 5K that would be held on January 1, 2022. Mr. Shaver also noted Keep Wimberley Beautiful would be donating a fence to place around the fountain at the Martha Knies Community Park. Furthermore, Mr. Shaver reviewed the Fiscal Year 2022 budget expenditures for the Parks Department, which included a parking lot for Old Baldy, new park signs and additional programs and initiatives for the Department.

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*)

Mayor, Gina Fulkerson, opened the public hearing at 6:10 p.m.

Planning and Development Coordinator, Nathan Glaiser, presented the zoning change, which the Planning and Zoning Commission had unanimously recommended to approve at their December 9th Meeting.

There were no public comments.

Mayor, Gina Fulkerson, closed the public hearing at 6:14 p.m.

Motion to approve 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), as

presented, was made by Council Member Teresa Shell. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (4-0).

- 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*)

This item was pulled by the applicant prior to the meeting.

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*)

Langford Community Management Project Coordinator, Jessica Daidone, presented the agreement to reconstruct one home from the 2015 floods.

Motion to approve and 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, as presented, was made by Council Member Jim Chiles. Motion was seconded by Council Member David Cohen. Motion carried unanimously (4-0).

- 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*)

Langford Community Management Project Coordinator, Jessica Daidone, presented the agreement to rehabilitate one home from the 2015 floods.

Motion to approve and 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, as presented, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member David Cohen. Motion carried unanimously (4-0).

- 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*)

City Administrator, Mike Boese, presented the budget amendment, which would allocate City funds for reconstruction and rehabilitation on the two residences for the GLO 2015 Homeowner Assistance Program. The GLO would reimburse the City once the projects were completed.

Motion to approve 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, was made by Council Member Teresa Shell. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (4-0).

- 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*)

There was discussion among Council, City staff and the City Attorney regarding Ordinance No. 2021-36, including language amendments and changes. City Attorney, Charlie Zech, reviewed all amendments prior to action being taken.

Motion to approve 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, including changes discussed and presented by Counselor Zech, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (4-0).

- 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*)

Parks Director, Richard Shaver, presented the proposed fees of \$150 per week for residents and \$200 per week for non-residents for the upcoming 2022 Blue Hole Nature Camp Program.

Motion to approve the resident and non-resident fees for the Blue Hole Nature Camp Program in 2022, as presented, was made by Council Member Teresa Shell. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (4-0).

- 9.6.** Discuss and consider possible action giving priority to Wimberley residents for the 2022 Blue Hole Season Pass program. (*Parks Director, Richard Shaver*)

Parks Director, Richard Shaver, presented the recommendation that season passes would only be sold to Wimberley residents during the month of March and would open to the general public starting the first of April. Previously, season passes were available to everyone beginning March 1st, but this change would give priority to residents.

Motion to approve giving priority to Wimberley residents for the 2022 Blue Hole Season Pass Program, as presented, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Teresa Shell. Motion carried unanimously (4-0).

- 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*)

Parks Director, Richard Shaver, presented the sponsorship tiers and the current sponsors for the upcoming Blue Hole Polar Bear Plunge and 5K on January 1, 2022.

Motion to accept monetary and in-kind sponsorships for the Blue Hole Polar Bear Plunge and 5K on January 1st, 2022 was made by Council Member Teresa Shell. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (4-0).

10. CITY COUNCIL REPORTS

10.1. Announcements

City Secretary, Laura Calcote, reminded Council of their upcoming Special Meeting on January 10, 2022 at 2:00 p.m. at the Wimberley Community Center - Blanco Room, as well as the Board, Commission and Commission Reception, which would be held on February 24, 2022, from 6:00 p.m. to 8:00 p.m., at the Wimberley Community Center.

10.2. Future agenda items

- Council Member, Teresa Shell, stated she would be bringing a historical preservation presentation to Council in the near future.
- Council Member, Rebecca Minnick, would present information regarding signage and downtown

mapping at the January 6, 2022 Meeting.

- City Administrator, Mike Boese, would present information pertaining to a SCADA system to help manage the City's wastewater system at the January 6, 2022 Meeting.

11. ADJOURNMENT

Motion to adjourn the meeting at 6:58 p.m. was made by Council Member David Cohen. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (4-0).

RECORDED BY:

Laura J. Calcote, City Secretary



APPROVED BY:

Gina V. Fulkerson, Mayor



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

MINUTES

1. **CALL TO ORDER** January 6, 2022, at 6:00 PM

Mayor, Gina Fulkerson, called the meeting to order on January 6, 2022, 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** First Baptist Church Reverend, Scott Tidwell

First Baptist Church Reverend, Scott Tidwell, 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.

Mayor Fulkerson also read aloud a proclamation honoring and recognizing Martin Luther King, Jr. Day on January 17, 2022.

5. **CITIZENS COMMUNICATIONS**

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or City staff. Comments should not be accusatory, derogatory or threatening in nature.

There were no citizen's comments.

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*)

Applicants, Mike and Kimmie Grimes, presented their request for a temporary structure to be located at 13900 Ranch Road 12 from January 12th until January 15th, 2022.

Motion to permit a temporary structure located at 13900 Ranch Road 12, Wimberley, Texas, as presented, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Teresa Shell. Motion carried unanimously (5-0).

- 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*)

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

- 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*)

Motion to approve a Contract for Election Services with the Hays County Elections Administrator to conduct the May 7, 2022 General Election for the City of Wimberley, as presented, was made by Council Member David Cohen. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (5-0).

- 6.4.** Discuss and consider possible action regarding a Joint Election Agreement between Hays County and the City of Wimberley. (*City Secretary, Laura Calcote*)

Motion to approve a Joint Election Agreement between Hays County and the City of Wimberley, as presented, was made by Council Member David Cohen. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (5-0).

- 6.5.** Discuss and consider possible action regarding pedestrian wayfinding displays/maps for downtown Wimberley. (*Place One Council Member, Rebecca Minnick*)

Council Member, Rebecca Minnick, presented the potential design and locations for pedestrian wayfinding maps in downtown Wimberley. Council Member Minnick discussed the benefits of these wayfinding maps in other communities, and stated they would be beneficial to pedestrians in the Wimberley Square. She also noted that the hotel occupancy tax could be utilized to pay for the maps.

No action was taken on this item.

- 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*)

Sitepro representatives, Lance Hasbrouck and Greg, addressed Council regarding their company's automation software solution services. There was lengthy discussion between Council, City staff and Sitepro pertaining to the supervisory control and data acquisition (SCADA) system, which would provide a secure means to efficiently operate the wastewater system from the cloud-based software. There was also discussion on the associated cost of the software. City Administrator, Mike Boese, noted the purchase was eligible to expend funds from the American Rescue Act.

Motion to purchase wastewater automation (SCADA) from Sitepro Automation and Software Solutions to operate the wastewater collection system, as presented, was made by Council Member Jim Chiles. Motion was seconded by Council Member Teresa Shell. Motion carried unanimously (5-0).

- 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)*

City Administrator, Mike Boese, presented Resolution No. 01-2022, which would authorize expenditures from the American Rescue Act funds to purchase the SCADA system and a back-up generator for the Wimberley Valley Radio Station.

Station Manager, Mike Crusham, addressed Council regarding the radio's need for a back-up generator.

Motion to approve 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, was made by Council member Rebecca Minnick. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (5-0).

7. CITY COUNCIL REPORTS

7.1. Announcements

- Mayor, Gina Fulkerson, noted the recent launch of the City of Wimberley's new website. Mayor Fulkerson also asked Council their opinion on holding the mid-year FY 2022 goals workshop in February.
- City Administrator, Mike Boese, stated Council was welcome to attend a transportation summit on January 27th and the City would pay for registration costs.
- City Secretary, Laura Calcote, reminded Council to submit their nominees for the Hotel Occupancy Tax Advisory Committee to be considered at the first Regular Council Meeting in February.

7.2. Future agenda items

None.

8. ADJOURNMENT

Motion to adjourn the meeting at 6:59 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

DRAFT



AGENDA ITEM:	1. Discuss and consider possible action authorizing the City Administrator to sign Right of Way Encroachment License Agreement No. 2022-001 granting permission to use the licensed property solely to install, repair, maintain, and remove grading, sidewalks, retaining wall(s), handicap accessible ramp, stairs, patio, and safety railing, with Kontiki LLC. <i>(City Administrator, Mike Boese)</i>
SUBMITTED BY:	
DATE SUBMITTED:	01/13/2022
MEETING DATE:	January 20, 2022

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

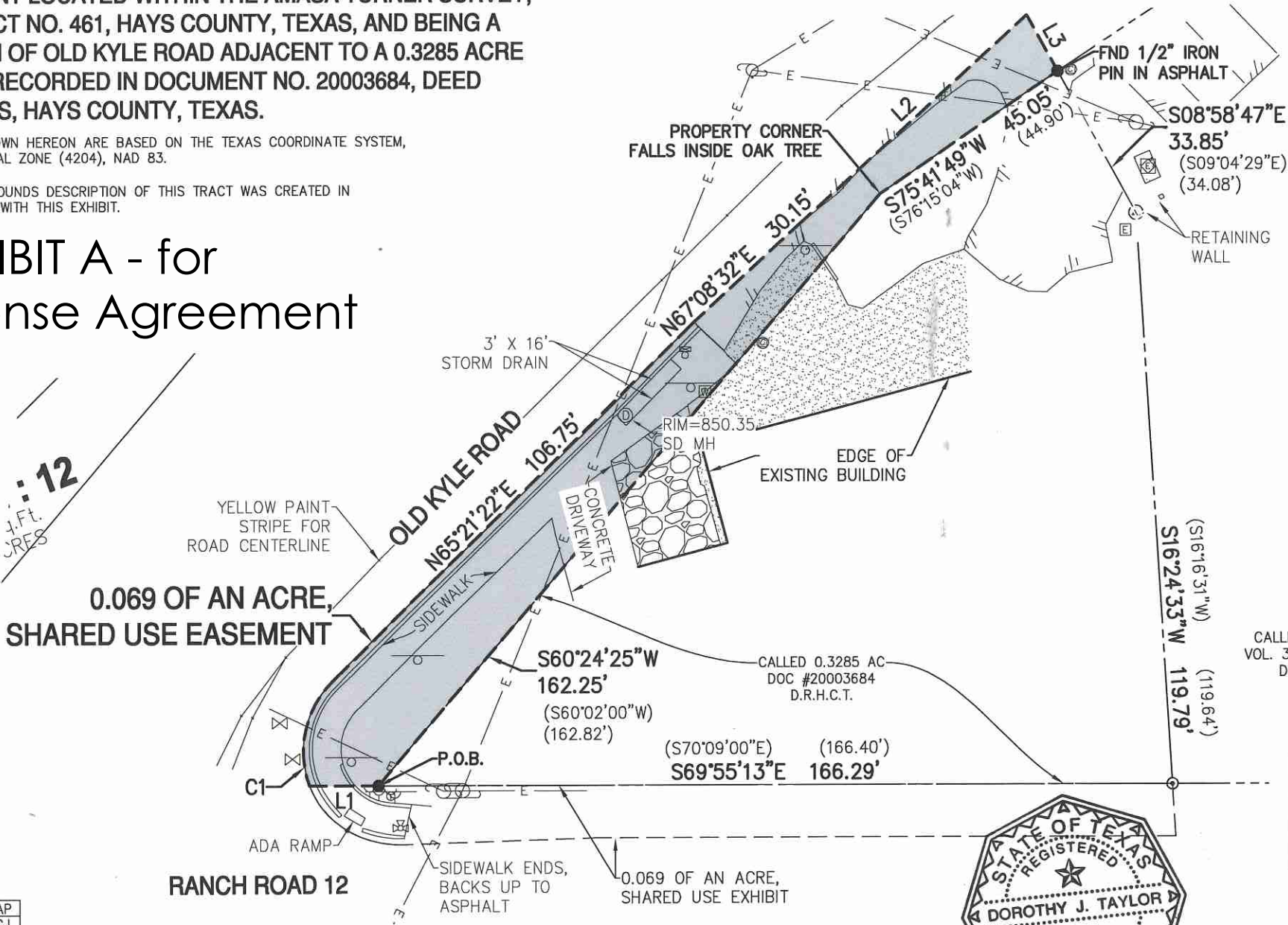
1. CoW 0.069 ac Shared Use Easement_21-1234
2. Schematic Design Package 011322
3. Right of Way License Agreement 2022-001

EXHIBIT "B" - BEING A 0.069 OF AN ACRE, SHARED USE EASEMENT LOCATED WITHIN THE AMASA TURNER SURVEY, ABSTRACT NO. 461, HAYS COUNTY, TEXAS, AND BEING A PORTION OF OLD KYLE ROAD ADJACENT TO A 0.3285 ACRE TRACT, RECORDED IN DOCUMENT NO. 20003684, DEED RECORDS, HAYS COUNTY, TEXAS.

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83.

A METES & BOUNDS DESCRIPTION OF THIS TRACT WAS CREATED IN CONJUNCTION WITH THIS EXHIBIT.

EXHIBIT A - for License Agreement



- LEGEND:
- = FND 1/2" IRON PIN
CAP STAMPED "PRECISION"
 - ⊙ = FND 1/2" PIPE
 - B.L. = BUILDING SETBACK LINE
 - U.E. = UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - R.O.W. = RIGHT-OF-WAY
 - () = RECORD CALLS
 - ⊞ = WATER METER
 - ⊞ = WATER VALVE
 - ⊞ = FIRE HYDRANT
 - ⊞ = TRANSFORMER
 - ⊞ = ELECTRIC METER
 - ⊞ = CLEAN OUT
 - ⊞ = MAILBOX
 - ⊞ = POWER POLE
 - E — = EDGE OF ASPHALT
 - E — = OVERHEAD ELECTRIC
 - E — = GUY ANCHOR
 - E — = SIGN
 - ⊞ = STORM DRAIN MANHOLE
 - ⊞ = FLAG STONE IN CONC
 - ⊞ = GRAVEL

SCALE: 1"=30'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N69°55'13"W	14.49
L2	N67°36'47"E	64.27
L3	S08°58'47"E	13.44

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	23.63	20.59	N32°30'49"E	22.36

CALLED 0.88 AC
VOL. 3516, PG. 561
D.R.H.C.T.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION

THIS 12 DAY OF Dec 2021

DOROTHY J. TAYLOR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6295

DRAWN BY: AP
FIELD CREW: CJ



290 S. CASTELL AVE., STE. 100
NEW BRAUNFELS, TX 78130
TBPE FIRM F-10961
TBPLS FIRM 10153600

METES AND BOUNDS DESCRIPTION
FOR A 0.069 OF AN ACRE, SHARED USE EASEMENT
EXHIBIT "A"

Being a 0.069 of an acre, shared use easement located in the Amasa Turner Survey, Abstract No. 461, Hays County, Texas, being a portion of Old Kyle Road right of way adjacent to a 0.3285 acre tract of land, recorded in Document No. 20003684, Deed Records, Hays County, Texas, said 0.069 of an acre, shared use easement being more particularly described as follows:

BEGINNING at a 1/2" iron pin w/ cap stamped "Precision" found in the Southeast right of way of Old Kyle Road and the Northeast right of way of Ranch Road 12, same point being the Southwest corner of said 0.3285 acre tract, from which a 1/2" pipe bears S 69°55'13" E, a distance of 166.29 feet;

THENCE departing the Northwest line of said 0.3285 acre tract, continuing into and across the right of way of Old Kyle Road with the front of curb and edge of asphalt the following six (6) calls:

1. N 69°55'13" W, a distance of 14.49 feet to a point for a corner;
2. along a curve to the right, said curve having a radius of 20.59 feet, a chord bearing and distance of N 32°30'49" E, 22.36 feet, for an arc distance of 23.63 feet to a point for a corner;
3. N 65°21'22" E, a distance of 106.75 feet to a point for a corner;
4. N 67°08'32" E, a distance of 30.15 feet to a point for a corner;
5. N 67°36'47" E, a distance of 64.27 feet to a point for a corner;
6. S 08°58'47" E, a distance of 13.44 feet to a 1/2" iron pin found in asphalt for the North corner of said 0.3285 acre tract and the Northwest corner of a called 0.88 acre tract, recorded in Volume 3516, Page 561, Deed Records, Hays County, Texas;

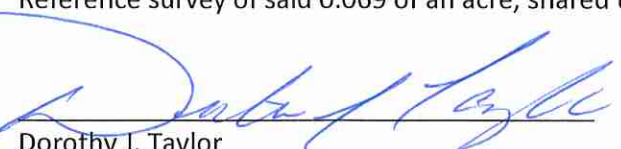
THENCE continuing with the Southeast right of way of Old Kyle Road and the Northwest line of said 0.3285 acre tract the following two (2) calls:

1. S 75°41'49" W, a distance of 45.05 feet to a point for a corner;
2. S 60°24'25" W, a distance of 162.25 feet to the POINT OF BEGINNING, containing a 0.069 of an acre, shared use easement in Hays County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

Written December 13, 2021.

Reference survey of said 0.069 of an acre, shared use easement prepared this same date.


Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\Title Surveys\Turner, Amasa\0.3285 - 13904 Ranch Road 12\21-1234 Shared Use Exhibit\M&B\0.069 AC. SHARED USE M&B (B).docx



MARKET SQUARE

13904 RANCH ROAD 12

SCHEMATIC DESIGN PACKAGE 01.13.22



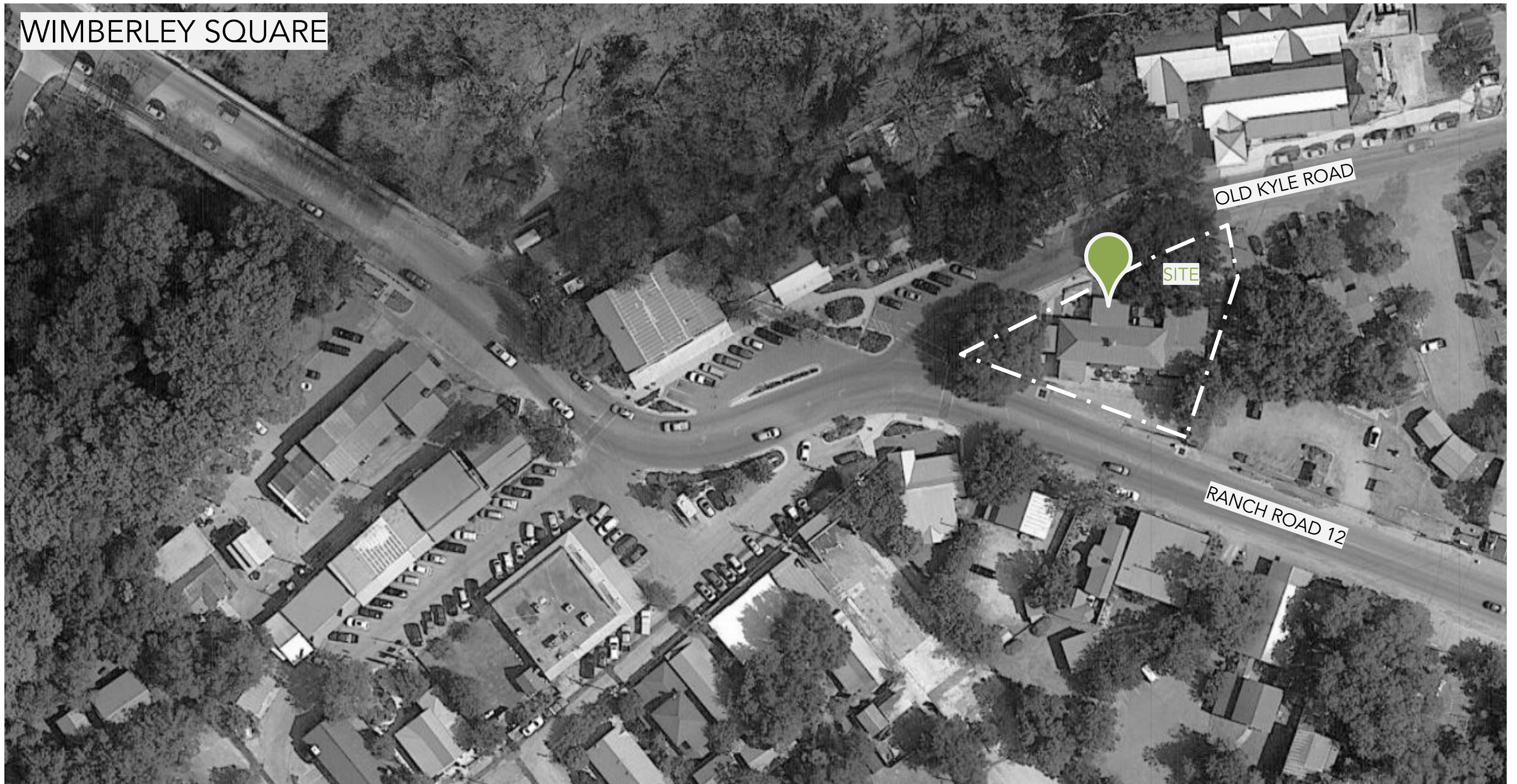
Neel Morton AIA

Office of Architecture
P.O. Box 895
Wimberley, TX 78676

www.ooarch.com

(512) 847-7600

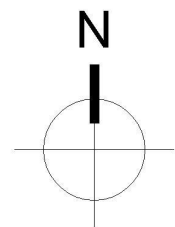
WIMBERLEY SQUARE

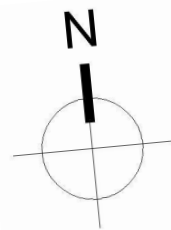


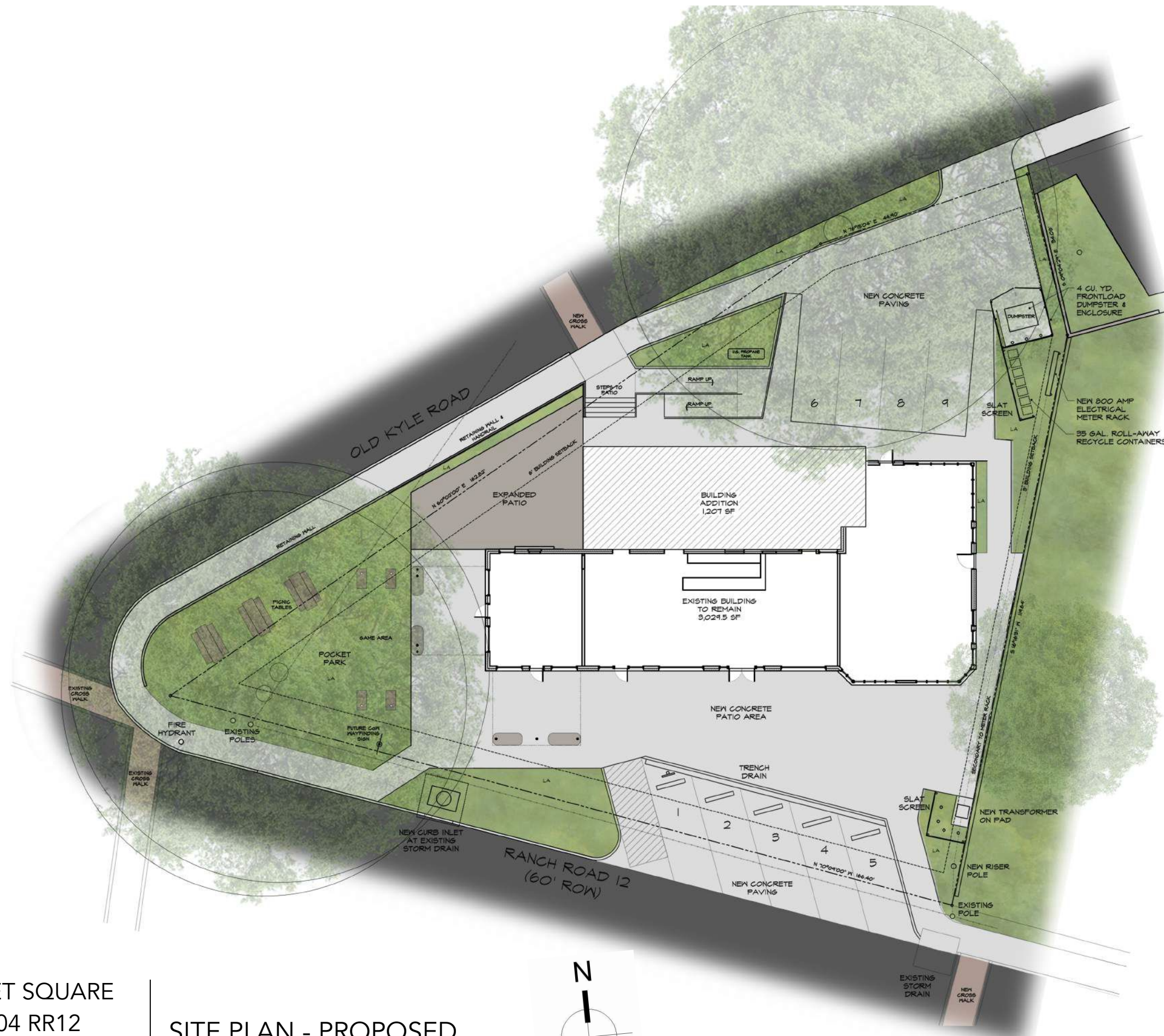
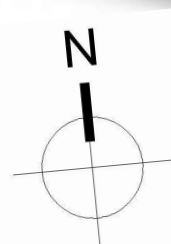
MARKET SQUARE
13904 RR12

SCHEMATIC DESIGN

LOCATION MAP







PROPOSED SITE IMPROVEMENTS

- EXTENDED SIDEWALKS ALONG OLD KYLE ROAD AND RR12
- ACCESSIBLE RAMP AND STEPS FROM SIDEWALK ALONG OLD KYLE ROAD
- NEW EXPANDED OUTDOOR PATIO SPACE ON OLD KYLE ROAD SIDE
- NEW OUTDOOR PEDESTRIAN SPACE BETWEEN BUILDING AND PARKING ON RR12 SIDE
- NEW ACCESSIBLE SIDEWALKS THROUGH SITE
- POCKET PARK AT CORNER WITH SEATING, GAMES AREAS, AND LANDSCAPING



VIEW FROM OLD KYLE ROAD

MARKET SQUARE
13904 RR12

SCHEMATIC DESIGN

EXTERIOR - EXISTING





VIEW FROM OLD KYLE ROAD

MARKET SQUARE
13904 RR12
SCHEMATIC DESIGN

EXTERIOR - PROPOSED





VIEW FROM RANCH ROAD 12

MARKET SQUARE
13904 RR12
SCHEMATIC DESIGN

EXTERIOR - EXISTING





VIEW FROM RANCH ROAD 12

MARKET SQUARE
13904 RR12
SCHEMATIC DESIGN

EXTERIOR - PROPOSED



**Right of Way Encroachment
License Agreement No. # 2022-001**

The City of Wimberley, a Type A General Law municipal corporation located in Hays County, State of Texas (the "**CITY**"), acting through its duly authorized agent the City Administrator or designee (the "**PROPERTY MANAGER**" or "**City**"), and Kontiki LLC, a Texas Limited Liability company ("**LICENSEE**"), enter into this License Agreement (this "**AGREEMENT**"), effective upon final signature under the terms and conditions set forth below.

1. **Premises.** The City grants Licensee the right to use 0.069 acres out of the right-of-way within RR12 and Old Kyle Road (public rights-of-way), Wimberley, Texas (the "**LICENSED PROPERTY**"), as shown on the attached and incorporated Exhibit "A" (the "**ADJOINING PROPERTY**").

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. **Purpose.** The City grants Licensee permission to use the Licensed Property solely to install, repair, maintain and remove **grading, sidewalk(s), retaining wall(s), handicap accessible ramp, stairs, patio, and safety railing** of the size and in the method shown on the attached and incorporated Site Plan Set attached as Exhibit "B" (collectively, the "**IMPROVEMENTS**").
3. **Consideration.** In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is acknowledged, Licensee is not required to pay any monetary consideration. However, Licensee covenants to properly and timely maintain the Improvements.
4. **Damages and Destruction.** The parties agree the City is not obligated to restore or repair the Improvements that may be removed, altered, damaged or destroyed as a result of the City's use, maintenance, and repair of the underlying right-of-way or easement.

If the City causes damage to or destruction of Licensee's Improvements, Licensee covenants not to sue the City, or pursue other remedies, legal or equitable, against the City to recover costs of repairing or replacing the Improvements.

If the City's use of the Licensed Property substantially interferes with or destroys Licensee's use of the Licensed Property, or any Improvements placed thereon or therein by Licensee, then this Agreement automatically terminates, and Licensee must immediately remove its Improvements at its sole cost.

5. **Term.** This Agreement begins on the execution date and continues thereafter for so long as the Licensed Property is used solely for the purposes set out

in this Agreement, subject to earlier termination as set out in this Agreement.

6. **Limits on License.** The existence of this Agreement is expressly subordinate to the present and future right of the City, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, transportation facilities, franchised public utilities, rights-of-way, roadways, sidewalks, or streets on, beneath, or above the surface of the Licensed Property (the "**FACILITIES**").

The City may enter the Licensed Property without giving notice and without incurring any obligation to Licensee and remove the Improvements or any alteration thereof. Such removal will occur only if the Property Manager deems it is necessary: (a) to exercise the City's rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.

7. **Conditions.**

- A. **Repair or Relocate Existing Facilities.** Licensee must pay all costs required to repair damage to or relocate existing Facilities, which are damaged or destroyed or need to be relocated as a result of activities under this Agreement by, or on behalf of, Licensee.
- B. **Covenant on Adjoining Property.** This Agreement, until its expiration or relocation, runs as a covenant on the Adjoining Property; therefore, the conditions set forth herein inure to and bind each party's successors and assigns. Licensee, and its assigns, if any, must notify any immediate successors-in-interest to the Licensed Property or Adjoining Property about the existence of this Agreement.
- C. **Remove or Modify Improvements.** Licensee agrees to pay all costs required to remove or modify any Improvements now existing or to be replaced if the Property Manager determines that the Improvements need to be removed or modified. If Licensee voluntarily removes all Improvements, Licensee must provide at least thirty (30) days' written notice to the other owners of the Adjoining Property at the time, if any.
- D. **Maintenance.** Licensee shall maintain the Licensed Property by keeping the area free of debris and litter on an ongoing basis. Further, Licensee must timely and properly maintain all Improvements. After any installation or repair of any Facilities is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Licensed Property, if applicable, is reestablished within forty-eight (48) hours.

E Security Deposits. Licensee is not required to post a security deposit.

F. Recording. The City will file this Agreement in the applicable official public records to inform all future owners of any interest in the Adjoining Property of the existence of this Agreement and the obligations hereunder.

8. **Insurance.** Licensee at its expense shall provide a commercial general liability insurance policy with a combined single limit of not less than \$1,000,000, written by a company acceptable to the Property Manager and licensed to do business in Texas. The coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The insurance must cover all perils arising from the activities of Licensee, its officers, employees, agents, contractors, and invitees, related to the Improvements authorized to be placed on the Licensed Property by this Agreement. Licensee must pay all deductibles stated in the policy.

The insurance must specifically name the City of Wimberley as an additional insured and provide a waiver of subrogation in favor of the City. A certificate of insurance evidencing coverage must be provided and delivered to the Property Manager with this executed Agreement.

Licensee must ensure that the Property Manager receives written notice of any cancellation, non-renewal, reduction, restriction or other limitation of the insurance policy. This notice is required to be provided thirty (30) days before any of the above actions are taken on the insurance policy. A substitute certificate of insurance evidencing equivalent substitute insurance must be received by the Property Manager prior to the date shown on the notice. All certificates must affirmatively show that the City of Wimberley is named as an additional insured.

9. **INDEMNIFICATION. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INSURERS, INCLUDING WITHOUT LIMITATION THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), FROM ALL LIABILITY, LOSS, CLAIMS, SUITS, ACTIONS, AND PROCEEDINGS WHATSOEVER ("CLAIMS") THAT MAY BE BROUGHT OR INSTITUTED ON ACCOUNT OF OR GROWING OUT OF ANY AND ALL INJURIES OR DAMAGES, INCLUDING DEATH, TO PERSONS OR PROPERTY RELATING TO THE USE OR OCCUPANCY OF THE LICENSED PROPERTY DURING THE TERM INCLUDING CLAIMS THAT ARISE OUT OF OR RESULT FROM THE ACTIVE OR PASSIVE NEGLIGENCE, OR SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF**

ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR ALLEGED AGAINST SUCH INDEMNIFIED PARTIES, AND ALL LOSSES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, PENALTIES, DAMAGES, AND EXPENSES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND OTHER ACTUAL OUT OF POCKET COSTS OF DEFENDING AGAINST, INVESTIGATING, AND SETTLING THE CLAIMS.

Licensee shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against any of the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Licensee of any obligations in this Agreement. In no event may Licensee admit liability on the part of an Indemnified Party without the written consent of the City Attorney.

Maintenance of the insurance referred to in this Agreement does not affect Licensee's obligations under this Section. Licensee shall be relieved of its obligation of indemnity to the extent of the amount actually recovered from one or more of the insurance carriers of Licensee and either (a) paid to City or (b) paid for City's benefit in reduction of any liability, penalty, damage, expense, or charge actually imposed upon, or incurred by, City in connection with the Claims. Licensee may contest the validity of any Claims, in the name of the City, as the City may in good faith deem appropriate, provided that the expenses thereof are paid by Licensee, or Licensee shall cause the same to be paid by its insurer, and provided further Licensee maintains adequate insurance to cover any loss(es) that might be incurred if such contest is ultimately unsuccessful.

Licensee shall require its general partner, if applicable, and all subcontractors to indemnify City as provided in this Section.

Licensee accepts the Licensed Property "AS IS," and its duty to indemnify **extends to injuries caused by defective conditions present on the Licensed Property, INCLUDING DEFECTS ALLOWED TO EXIST BY THE CITY'S OWN NEGLIGENCE.**

10. Termination.

A. Termination by Licensee. Licensee may terminate this Agreement by delivering written notice of termination to the Property Manager not later than 30 days before the effective date of termination. Licensee shall remove all Improvements from the Licensed Property within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a

breach of this Agreement and authorizes the Property Manager to notify Licensee of the cost of such removal and disposal and Licensee shall pay such costs within 30 days of such notice. The Property Manager may file a lien against the Adjoining Property and the cost of such removal and disposal if the Licensee fails to timely pay these costs. Additionally, in such an event, the Property Manager may draw down the Security Deposit, if any.

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the Property Manager if any of the below conditions are met and the Property Manager receives no substantive response within fourteen (14) days, unless another timeframe is specifically identified:

1. The Improvements, or a portion of them, interfere with the City's rights in any of the rights-of-way;
2. Use of any of the rights-of-way areas becomes necessary for a public purpose;
3. Immediately, if the Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite forty-eight (48) hours' prior notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made;
5. Despite fourteen (14) days' written notice to Licensee, Licensee has not provided certificates of insurance to the Property Manager;
6. Licensee fails to properly and timely maintain the Improvements as set out herein; or
7. Except as provided for above, City provides ninety-one (91) days' prior written notice of such termination for any reason.

C. Termination by Abandonment. If Licensee abandons or fails to maintain the Licensed Property, and the Property Manager receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all Improvements. Licensee covenants to pay the City's actual expenses incurred in connection therewith within thirty (30) days after being billed therefor. All of Licensee's Improvements not removed are deemed property of the City when abandoned by Licensee.

11. Eminent Domain. If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to affect the removal of Licensee's affected Improvements thereon, at

Licensee's sole expense. Licensee may retain all monies paid by the condemning authority for Licensee's Improvements taken, if any.

12. **Venue/Controlling Law.** Venue for all claims, actions, lawsuits or damages of any kind arising under this Agreement shall lie exclusively in Hays County, Texas. This Agreement shall be subject to and construed under Texas law.
13. **Assignment.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the Property Manager. Such consent shall not be unreasonably withheld, subject to the assignee's compliance with the insurance requirements set forth herein, if any and the assignee's promise to comply with all covenants and obligations herein. Licensee shall provide the Property Manager a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.
14. **Notice.** Notice may be given by hand delivery or certified mail, postage prepaid, and is deemed received on the day hand delivered or on the third day after deposit if sent certified mail. Notice must be sent as follows:

If to City:

**City Administrator
221 Stillwater
Wimberley, TX 78676
Phone: 512-847-0025, ext. 202**

If to Licensee:

**Kontiki LLC
1604 Little Ranches Rd
Wimberley TX 78676
Phone: 651.472.2592**

15. **Default.** If Licensee fails to provide certificates of insurance, maintain the Licensed Property, comply with the insurance requirements of this Agreement, or otherwise comply with the terms or conditions herein, then the Property Manager shall give Licensee written notice as set forth herein. Licensee will have thirty (30) days from the date of such notice to take action to remedy the failure complained of, or such lesser period if such is required, and, if Licensee does not satisfactorily remedy the same within that thirty (30) day period, the City may remedy the default or contract to remedy the default. However, if the default is a monetary default, Licensee must cure that within ten (10) business days of notice. Licensee covenants to pay within ten (10) days of written demand by the Property Manager, all reasonable costs expenses incurred by

the City in remedying the default.

Either party may waive any default of the other at any time, without affecting or impairing anyright arising from any subsequent or other default.

16. **Compliance with Laws.** Licensee covenants that all construction, installation, repair, maintenance, and removal of the Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
17. **Interpretation.** Although drafted by the Licensee, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against either party.
18. **Application of Law.** This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

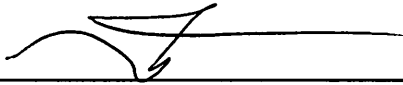
Terms and Conditions Accepted on _____, 2022.

**CITY OF WIMBERLEY, a Texas Type A General
Law municipal corporation**

By: _____

Michael Boese, City Administrator
City of Wimberley

**LICENSEE:
Kontiki LLC**

By:  _____

**Russell Whisler
Managing Partner
Kontiki LLC**

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned Notary Public of the State of Texas, on this day personally appeared Michael Boese, City Administrator, City of Wimberley, a Texas municipal corporation, on behalf of said corporation, 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.

Given under my hand and seal of office this ____ day of _____, A.D., 2022

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Williamson §

Before me, the undersigned Notary Public of the State of Texas, on this day personally appeared Russell Whisler, Managing Partner, Kontiki LLC, a Texas Limited Liability company, 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.

Given under my hand and seal of office this 3rd day of January, A.D., 2022



Notary Public, State of Texas

After recording, return to:

City of Wimberley
221 Stillwater
Wimberley, TX 78676

Attn: Michael Boese

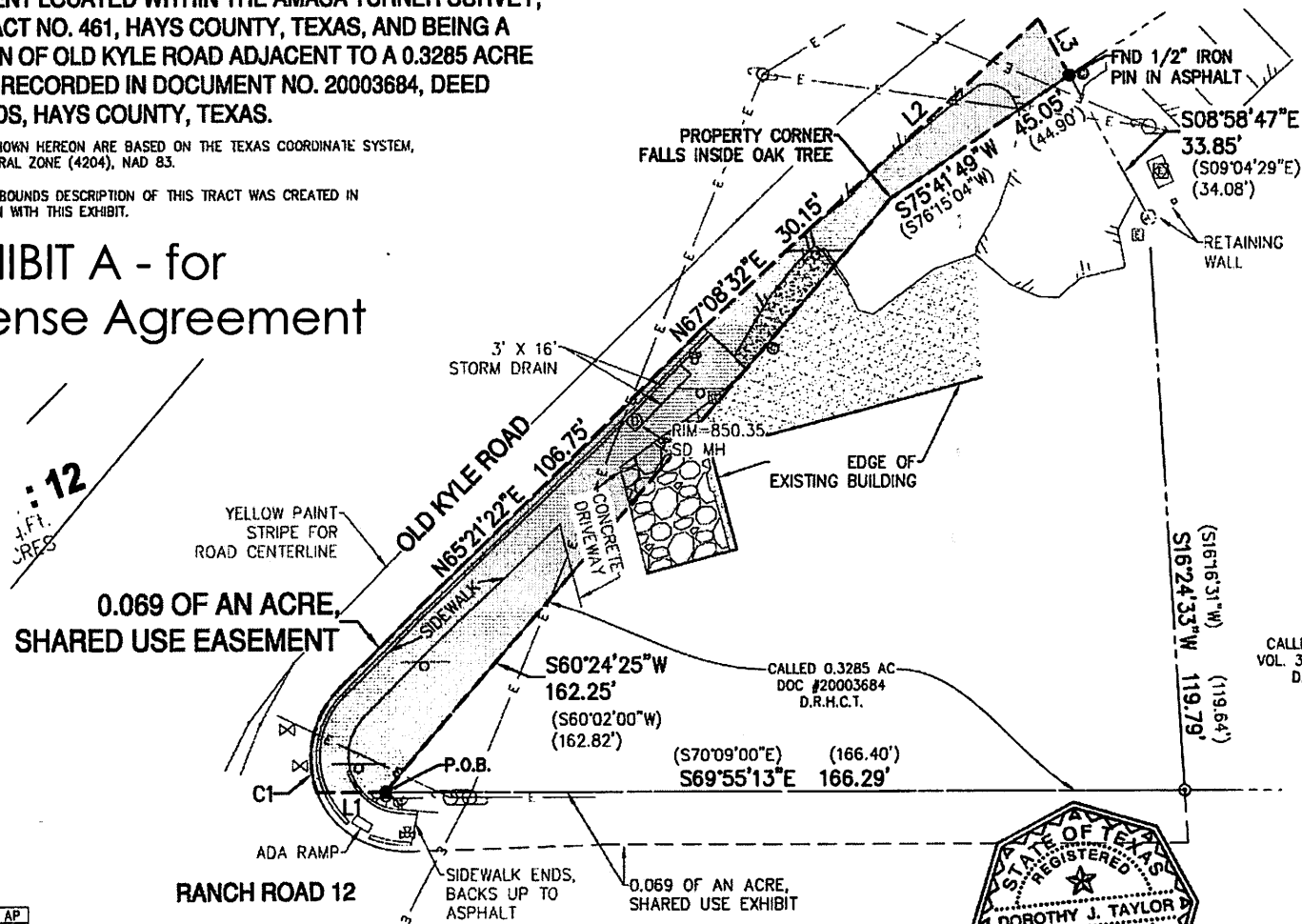
EXHIBIT A
METES AND BOUNDS DESCRIPTION

EXHIBIT "B" - BEING A 0.069 OF AN ACRE, SHARED USE EASEMENT LOCATED WITHIN THE AMASA TURNER SURVEY, ABSTRACT NO. 461, HAYS COUNTY, TEXAS, AND BEING A PORTION OF OLD KYLE ROAD ADJACENT TO A 0.3285 ACRE TRACT, RECORDED IN DOCUMENT NO. 20003684, DEED RECORDS, HAYS COUNTY, TEXAS.

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83.

A METES & BOUNDS DESCRIPTION OF THIS TRACT WAS CREATED IN CONJUNCTION WITH THIS EXHIBIT.

EXHIBIT A - for License Agreement



LEGEND:

- = FND 1/2" IRON PIN
- ⊙ = CAP STAMPED "PRECISION"
- ⊙ = FND 1/2" PIPE
- B.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.O.W. = RIGHT-OF-WAY
- () = RECORD CALLS
- ⊠ = WATER METER
- ⊠ = WATER VALVE
- ⊠ = FIRE HYDRANT
- ⊠ = TRANSFORMER
- ⊠ = ELECTRIC METER
- ⊠ = CLEAN OUT
- ⊠ = MAILBOX
- ⊠ = POWER POLE
- = EDGE OF ASPHALT
- = OVERHEAD ELECTRIC
- = GUY ANCHOR
- = SIGN
- ⊙ = STORM DRAIN MANHOLE
- ⊠ = FLAG STONE IN CONC
- ⊠ = GRAVEL

LINE TABLE

LINE #	BEARING	LENGTH
L1	N69°55'13"W	14.49
L2	N67°36'47"E	64.27
L3	S08°58'47"E	13.44

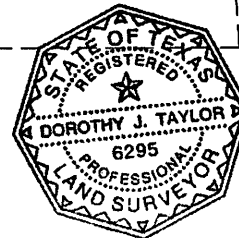
CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	23.63	20.59	N32°30'49"E	22.36

DRAWN BY: L.P.
FIELD CREW: C.J.



290 S. CASTELL AVE., STE. 100
NEW BRAUNFELS, TX 78130
TBPE FIRM F-10961
TBPLS FIRM 10153800



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION

THIS 17 DAY OF 2021

DOROTHY J. TAYLOR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6295 21-1234 (B)

METES AND BOUNDS DESCRIPTION
FOR A 0.069 OF AN ACRE, SHARED USE EASEMENT
EXHIBIT "A"

Being a 0.069 of an acre, shared use easement located in the Amasa Turner Survey, Abstract No. 461, Hays County, Texas, being a portion of Old Kyle Road right of way adjacent to a 0.3285 acre tract of land, recorded in Document No. 20003684, Deed Records, Hays County, Texas, said 0.069 of an acre, shared use easement being more particularly described as follows:

BEGINNING at a 1/2" iron pin w/ cap stamped "Precision" found in the Southeast right of way of Old Kyle Road and the Northeast right of way of Ranch Road 12, same point being the Southwest corner of said 0.3285 acre tract, from which a 1/2" pipe bears S 69°55'13" E, a distance of 166.29 feet;

THENCE departing the Northwest line of said 0.3285 acre tract, continuing into and across the right of way of Old Kyle Road with the front of curb and edge of asphalt the following six (6) calls:

1. N 69°55'13" W, a distance of 14.49 feet to a point for a corner;
2. along a curve to the right, said curve having a radius of 20.59 feet, a chord bearing and distance of N 32°30'49" E, 22.36 feet, for an arc distance of 23.63 feet to a point for a corner;
3. N 65°21'22" E, a distance of 106.75 feet to a point for a corner;
4. N 67°08'32" E, a distance of 30.15 feet to a point for a corner;
5. N 67°36'47" E, a distance of 64.27 feet to a point for a corner;
6. S 08°58'47" E, a distance of 13.44 feet to a 1/2" iron pin found in asphalt for the North corner of said 0.3285 acre tract and the Northwest corner of a called 0.88 acre tract, recorded in Volume 3516, Page 561, Deed Records, Hays County, Texas;

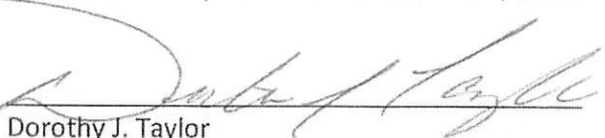
THENCE continuing with the Southeast right of way of Old Kyle Road and the Northwest line of said 0.3285 acre tract the following two (2) calls:

1. S 75°41'49" W, a distance of 45.05 feet to a point for a corner;
2. S 60°24'25" W, a distance of 162.25 feet to the POINT OF BEGINNING, containing a 0.069 of an acre, shared use easement in Hays County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

Written December 13, 2021.

Reference survey of said 0.069 of an acre, shared use easement prepared this same date


Dorothy J. Taylor

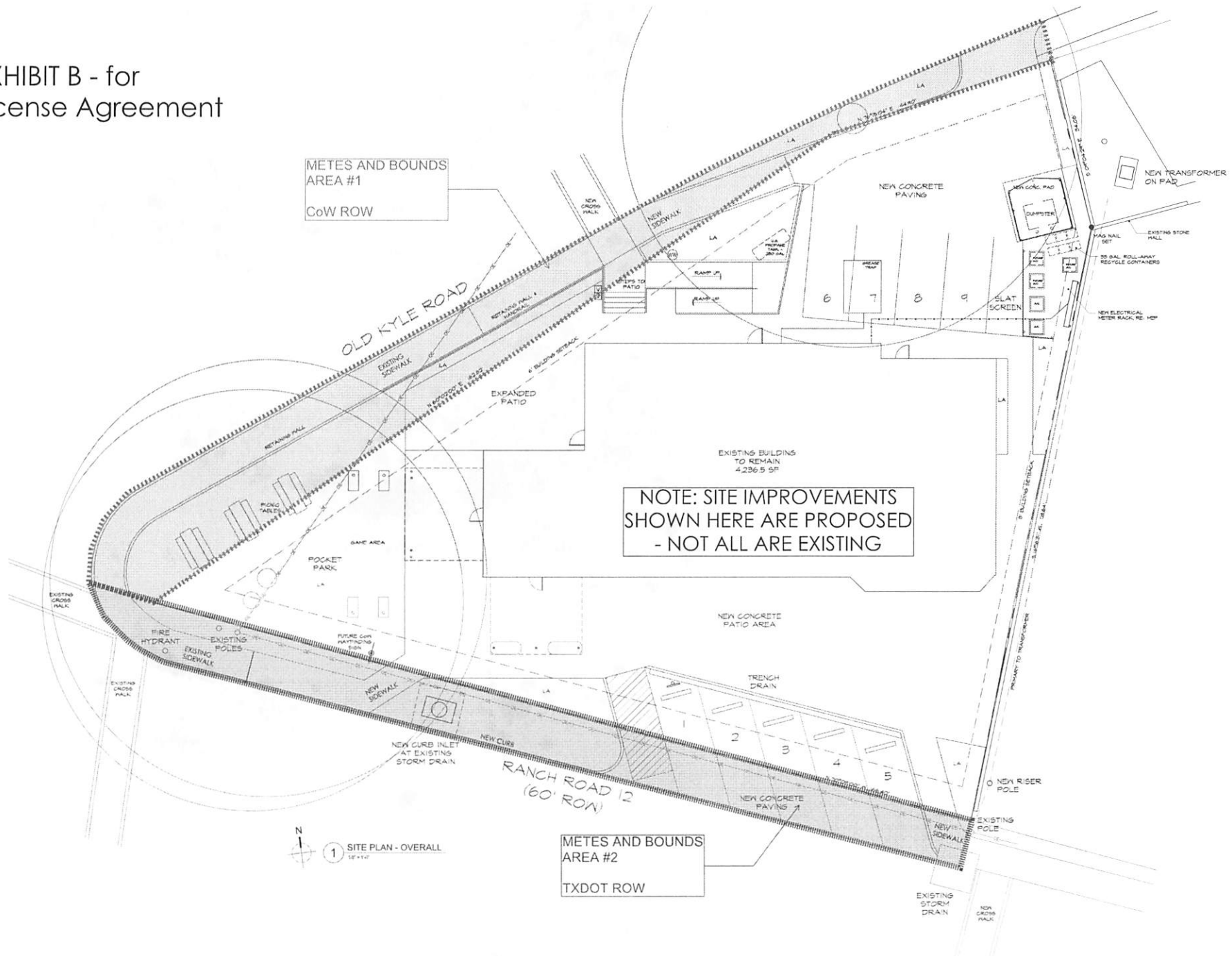
Registered Professional Land Surveyor No. 6295

S:\Projects\Title Surveys\Turner, Amasa\0.3285 - 13904 Ranch Road 12\21-1234 Shared Use Exhibit\M&B\0.069 AC. SHARED USE M&B (B).docx



EXHIBIT B
SITE PLAN

EXHIBIT B - for
License Agreement





AGENDA ITEM:	Blue Hole Lift Station Panel
SUBMITTED BY:	M. Boese, City Administrator
DATE SUBMITTED:	January 13, 2022
MEETING DATE:	January 20, 2022

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Currently, the Blue Hole Lift Station Panel is in a state of weathered and heavy use. The panel has not been replaced since the lift station was constructed. The lift station panel controls the operation of the pumps and all other related mechanisms. The panel needs to be in good working condition for the system to function properly.

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

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

Date: January 6, 2022
To: City of Wimberley
Attn: Mike Boese
Ref: Blue Hole Lift Station Panel
Automation, Instrumentation and Controls

Alterman Bid #: 469-AH

Alterman is pleased to submit this proposal for the scope of work to be completed on the project referenced above, per the following:

Referenced Documents:

Drawings: N/A
Date: N/A
Prepared by: N/A
Specifications: N/A
Date: N/A
Prepared by: N/A
Addendum(s): N/A

Scope of Work:

- Furnish and Install New Stainless Steel Lift Station Panel
- Removal and Disposal of Existing Panel
- Panel will include all new componets
- Panel will be designed in such a Fashion that Furture SCADA controls will be built in
- Panel will be designed to be similar in appearance to main Lift Station
- Alterman includes startup assistance for the scope provided herein.
- Alterman includes contract documentation for the scope provided herein.
- Alterman includes contract management for the scope provided herein.

Special Qualifications and/or Clarifications:

- This proposal is based solely on the Engineer-furnished design documents. Alterman does not include assumed clarifications. Alterman shall not be responsible for any costs or expenses necessitated by changes and/or corrections due to errors or omissions in the design documents.
- Any design services provided by Alterman will be reviewed by the Engineer to assure acceptability when integrated with the entire work. Owner is entitled to rely on the accuracy and completeness of design services or certificated provided by Alterman only to the extent that design responsibility is specifically delegated to Bidder by agreement in writing and all design and performance criteria are furnished to Alterman.

Exclusions:

- Any additional Repairs to Lift Station
- Any cleaning of inside the wet well
- Furnshing and installation of any new electrical service, disconnects, etc..
- Furnishing and Installation of any electrical conduit, raceways, cable cray, wireways, etc.
- Furnishing, Installing and termination of the Fiber Optic System
- Furnishing and Installation of any Electrical Equipment (i.e. gear, fixtures, devises, etc.)
- Installation of inline devices (i.e. flow meter, valves, pressure switches with concentric seals, etc.)
- Temporary power and temporary lighting for general use during construction
- Utility company's service charges and administration fees
- Existing utility service size and condition

14703 Jones Maltsberger • San Antonio, TX 78247 | 1340 Airport Commerce Dr. Ste 425 • Austin, TX 78741 | 17750 Lookout Rd. Ste 150 • Schertz, TX 78154
129 S. Main Street, Ste 260 • Grapevine, TX 76051 | 5905 Williamson Rd. • Creedmoor, TX 78610

Main Office: 210.496.6888
www.GoAlterman.com

Texas Electrical Contractor's License No. 17043 • Regulated by The Texas Department of Licensing and Regulation | P.O. Box 12157, Austin, Texas 78711 • 1-800-803-9202 • 512-463-6699 • website: www.tdlr.texas.gov
Texas Security Contractor License No. B12899 • Regulated by the Texas Department of Public Safety | P.O. Box 4087, Austin, Texas 78773 • www.dps.texas.gov/rsd/contact/psb.aspx

- Furnishing and installation of hydraulic equipment (i.e. motors, pumps, valves, blowers, appliances, etc.)
- Furnishing and installation of HVAC equipment and controls
- Saw cutting and/or replacing concrete and/or asphalt
- Formed concrete (i.e. equipment pads, pole bases, tower foundations, etc.)
- Engineering of structural components (i.e. equipment pads, pole bases, foundations, supports, etc.)
- Welding, torching, tapping, or cutting structures (i.e. tanks, pipe, footplates, beams, etc.)
- Fabrication and installation of structural items (i.e. canopies, walkways, ladders, etc.)
- Functionality and warranty of existing electrical and control systems
- Safety and functionality of existing electrical systems maintained by others during or prior to work described herein (i.e. owner's maintenance departments, maintenance contracts, etc.)
- Solid rock excavation that requires blasting and/or the use of a hoe ram
- Spoil relocation from work area/site
- Trash dumpsters and portable toilets
- Sandblasting or painting
- Potholing, investigative excavation, location services, and all associated fees
- Dewatering
- Tunneling and/or boring
- Furnishing and installation of heat trace pipe armor and insulation
- Overtime, expediting, and acceleration fees
- Payment and performance bonds, unless specifically listed under "**Pricing:**"

Terms:

- Price is contingent upon execution of a mutually acceptable contract and project schedule
- Price is valid for 30 days from date listed above

Pricing:

Bid Item :	\$	22,393
Total:	\$	22,393

We appreciate the opportunity to submit this proposal. If there are any questions, please contact us.

Sincerely,

Roger Barrett

Associate Director of System Automation - Industrial Division

17750 Lookout Rd, Suite 150, Schertz, TX 78154

Office: (210) 496-6888 X 122

Mobile: (830) 743-4544

Roger.Barrett@goalterman.com

www.GoAlterman.com

I, the undersigned, hereby accept this proposal and the contents herein.

Signature: _____ Date: _____

Print Name: _____

RESOLUTION NO. 02-2022

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2021/2022 OPERATING BUDGET (BUDGET AMENDMENT NO. 4), 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 an updated lift station panel for the Blue Hole Lift Station to operate the wastewater pumps and associated mechanisms 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. 4) 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 \$22,393.00.

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 20th day of January, 2022.

The City of Wimberley, Texas

Gina V. Fulkerson, Mayor

ATTEST:

Laura J. Calcote, City Secretary



RESOLUTION NO. 02-2022

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