



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR PARKS AND RECREATION BOARD MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
WEDNESDAY, MAY 10, 2023 - 4:00 PM

AGENDA

1. **CALL TO ORDER** May 10, 2023, at 4:00 PM
2. **CALL OF ROLL**
3. **CITIZENS COMMUNICATIONS**
This provides an opportunity for the citizens to comment on agenda and non-agenda items in advance of the regular business of the Parks and Recreation Board. Those wishing to speak must sign-in before the meeting begins and observe a three-minute time limit when addressing the Board. Speakers will have one opportunity to speak during the time period. Comments from speakers should not be directed towards any specific member of the Board or City staff. Comments should not be accusatory, derogatory or threatening in nature.
4. **MINUTES**
 - 4.1. Approval of minutes from the Parks and Recreation Board Meeting held April 12th, 2023.
5. **CITY STAFF REPORT**
 - 5.1. Receive an update from city staff related to proposed amendments to the subdivision ordinance.
 - 5.2. Director Report
6. **DISCUSSION AND POSSIBLE ACTION**
 - 6.1. Discuss and consider possible action regarding a contract between the City of Wimberley and Friends of Blue Hole.
 - 6.2. Discuss and consider possible action regarding an annual sponsorship policy.
 - 6.3. Discuss and consider possible action regarding special-use agreements with the Wimberley Community Center.
7. **BOARD MEMBER REPORTS**
 - 7.1. Announcements

7.2. Future agenda items

8. **ADJOURNMENT**

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 Thursday, May 4, 2023, by 5:00 p.m., and remained posted for atleast 72 continuous hours preceding the scheduled time of said meeting.



Tammy Heller, 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 Tammy Cook at (512) 847-0025 two business days in advance of the meeting for appropriate arrangements.





City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

PARKS AND RECREATION BOARD MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
Wednesday 12 April, 2023– 4:00 P.M.

MINUTES

1. CALL TO ORDER

Lin Weber called the meeting to order on 12 April, 2023 at 4:00 p.m.

2. CALL OF ROLL

Board Members Present:

Lin Weber, Chairperson
Leah Cuddeback, Vice Chairperson
Noland Martin, Secretary
Trey Cooksey
Anthony Deringer
Lee Ann Linam

Board Members Absent: Kelley Shand

City Staff Present:

Richard Shaver, Parks Director
Tammy Cook, City Secretary
Nikolas Farrell, Recreation Manager
Nathan Glasier, Development & Public Works Director

3. CITIZENS COMMUNICATIONS

There were no citizens communications.

4. MINUTES

Motion to approve minutes from 8 February, 2023 made by Lee Ann Linam and seconded by Trey Cooksey. The motion passed unanimously.

5. CITY STAFF REPORT

5.1 - Director Report: Richard Shaver gave an update on Blue Hole annual attendance, TPWD Trails Grant, Wimberley Community Center programs, Sponsorship policy updates, and a LCRA Community Grant for project updates at Blue Hole. 2023 Blue Hole Swim Season updates were given. There is currently flow (unlike Jacob's well). Prices remain the same and season passes are sold out. Day passes are selling well. Interviews for seasonal staff have occurred and are ongoing. Blue Hole Nature Camp is fully staffed. Umbrellas have been purchased for swim season. Facility rentals are increasing as weather warms up. Expanded and upcoming programs were discussed. Blue Hole Nature Camps are almost sold

out and waitlists exist. Maintenance updates were also given. Discussions about the Winter freeze, Wednesday workdays, oak wilt remediation, Bird City Committee formation, handrail installation at swim area. Expanded playground elements at Blue Hole were discussed.

There were no action items. No action taken.

6. DISCUSSION AND POSSIBLE ACTION

6.1 (order was changed from the agenda. This occurred prior to the City Staff Report) Presentation and possible action regarding a public art installation at Patsy Glenn Refuge.

- Presentation was made by Heather Carter about Project Art and Project Mentor. As a result of these projects, Heather Carter (mentor) and Quintin Buchanan (mentee) worked together to install an art project at the Patsy Glenn refuge.

- Presentation was made by Quintin Buchanan about the installation.

There was no action taken.

6.2. Consider action supporting the Downtown Ranch Road 12 Sidewalks Project and seeking approval of the 2023 TxDOT Transportation Alternatives Grant to assist with funding of this project.

Leah Cuddeback made the motion to approve the resolution associated with this agenda item. Trey Cooksey seconded the motion and the motion carried unanimously.

6.3. Discuss and consider possible action to receive an update regarding the Wimberley Parks and Recreation Comprehensive Master Plan.

Hunter Rush gave a presentation about MHS - the firm responsible for producing the plan. Further, he discussed the project scope, schedule, and plans.

A motion was made by Noland Martin to create a Steering Committee to be comprised of the parks board members, one council member, and a parks staff member. This motion was seconded by Lee Ann Linam and it carried unanimously.

6.4. Discuss and consider possible action to recommend approval of a Migratory Bird Day Resolution

Nikolas Farrell gave a presentation about the means by which Wimberley might be able to receive a Bird City certification.

Leah Cuddeback made the motion to proceed with the recommendations as presented. Trey Cooksey seconded the motion, and the motion passed unanimously.

7. BOARD MEMBER REPORTS

7.1. Announcements:

Leah Cuddeback will not be present for next meeting.

7.2 Future agenda items: None

8. ADJOURNMENT

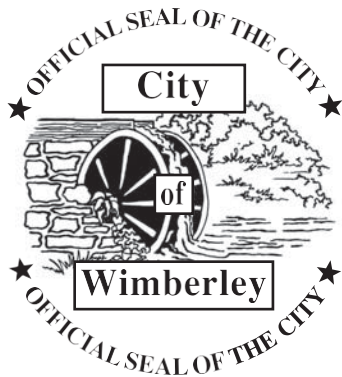
Motion to adjourn at 4:53 p.m. was made by Leah Cuddeback and seconded by Lee Ann Linam.
The motion carried unanimously.

RECORDED BY:

Noland Martin, Board Secretary

APPROVED BY:

Len Weber, Chairperson



DRAFT



AGENDA ITEM:	1. Receive an update from city staff related to proposed amendments to the subdivision ordinance.
SUBMITTED BY:	
DATE SUBMITTED:	04/25/2023
MEETING DATE:	May 10, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	2. Director Report
SUBMITTED BY:	
DATE SUBMITTED:	05/04/2023
MEETING DATE:	May 10, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	1. Discuss and consider possible action regarding a contract between the City of Wimberley and Friends of Blue Hole.
SUBMITTED BY:	
DATE SUBMITTED:	05/04/2023
MEETING DATE:	May 10, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Staff is seeking a recommendation of approval to re-negotiate a contract between the City of Wimberley and Friends of Blue Hole for the annual Concert in the Park series. The Contract was signed June 11th, 2018 and after the initial 5-year term, there is an option for re-negotiation.

REQUESTED ACTION

Motion
Discussion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Memorandum of Understanding Between the City & Friends of Blue Hole

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WIMBERLEY AND
THE FRIENDS OF BLUE HOLE FOR
ANNUAL CONCERT IN THE PARK SERIES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and among the City of Wimberley ("City") and Friends of Blue Hole ("FoBH") (Collectively, the "Parties").

I. RECITALS

- A. The City is a Type A General-Law municipal corporation in the State of Texas.
- B. FoBH is a 501©(3) non-profit organization that strives to promote, protect, preserve, and support Blue Hole Regional Park.
- C. Upon acceptance by both Parties, the City has agreed to accept FoBH as the sole sponsor for the Blue Hole Regional Park "Concert in the Park" series each April for the next ten (5) consecutive years.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and FoBH agree as follows:

II. RIGHTS AND DUTIES OF THE PARTIES

- A. The City will be responsible for booking and paying all talent scheduled for the "Concert in the Park" series.
- B. The Parties will cooperate in the planning and execution of the "Concert in the Park" series.
- C. FoBH will have the ability to host donation jars at each concert to gather donations for the organization.
- D. FoBH will be the sole sponsor for the concert series, and the City will not explore additional sponsorship during the span of this MOU.
- E. FoBH has agreed to sponsor the series each April for a total of \$2,500.00 per year.
- F. The initial five (5) year term of this MOU may be extended automatically for an additional five (5) year term, with an option to extend for two (2) additional five (5) year terms.
- G. If, after the initial five (5) year term and the automatically renewed five (5) year term, the City enters into either of the optional renewal terms, the City may increase the sponsorship amount to \$2,750.00, or a different amount, if the City deems necessary.

III. MISCELLANEOUS PROVISIONS

- A. **Term:** The responsibilities provided and agreed to herein will begin on the date that the Parties each have executed the MOU and will continue for a term of ten (5) years.
- B. **Termination:** Upon the completion of the initial five (5) year term, this MOU may be terminated prior to any renewal by the City or FoBH, with or without cause, upon thirty (30) days written notice to the non-terminating parties.
- C. **Liability:** The Parties shall have no liability of any kind to one another for or arising from the provisions of this MOU. Nothing in this MOU is intended to or shall have the effect of adding to or changing the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101, or other applicable law. The Parties agree that this MOU is not a written contract stating the essential terms of an agreement for providing goods or services to the City of Wimberley within the meaning of Chapter 271, Subchapter I, of the Texas Local Government Code.
- D. **Entire MOU, Amendment, and Assignment:** This MOU contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior MOUs and understandings, oral or written, among the parties hereto with respect to the subject matter hereof. The parties may not assign or amend all or any part of this MOU without the prior written consent of all parties.
- E. **Section Headings and Construction:** The headings of sections in this MOU are provided for convenience only and will not affect its construction or interpretation.
- F. **Notices:** Any notice required or permitted under this MOU must be in writing. Notice may be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
- G. **Governing Law:** This MOU will be governed by the laws of the State of Texas. Venue is in any court of competent jurisdiction over Wimberley, Hays County, Texas. The Parties agree to negotiate in good faith in order to resolve any disputes that may arise pursuant to this MOU.
- H. **Severability:** If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this MOU will remain in full force and effect. Any provision of this MOU held invalid and unenforceable only in part of degree will remain in full force and effect to the extent not held invalid or unenforceable.

The undersigned parties have executed this MOU on the dates indicated below to be effective as of June 11, 2018 2018 (the "Effective Date")

CITY OF WIMBERLEY

By: Shawn Cox
Title: City Administrator
Date: 6/11/18

FRIENDS OF BLUE HOLE

By: Austin Henney
Executive Director
June 11, 2018

Title: Executive Director
Date: June 11, 2018



AGENDA ITEM:	2. Discuss and consider possible action regarding an annual sponsorship policy.
SUBMITTED BY:	
DATE SUBMITTED:	05/04/2023
MEETING DATE:	May 10, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Staff is proposing moving from event-specific sponsors to an annual sponsorship policy to significantly increase benefits for our sponsors and the Department. Included in the attachments are the sponsorship policy, 4 proposed contract templates, and the sponsorship packet.

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Sponsorship
2. PARD SPONSORSHIP POLICY
3. Co-Sponsorship Agreement City of Wimberley (003) FINAL REVISED
4. Ashe Juniper Annual Sponsorship Agreement City of Wimberley
5. Live Oak Annual Sponsorship Agreement City of Wimberley
6. Mountain Laurel Annual Sponsorship Agreement City of Wimberley

WIMBERLEY PARKS AND RECREATION



2023 SPONSORSHIP PACKET



WWW.CITYOFWIMBERLEY/PARKS&REC
(512)660-9111 EXT. 210

SPONSORSHIP BENEFITS



Why Sponsor Wimberley Parks and Recreation?

Your sponsorships and donations assist the Wimberley Parks and Recreation Department with improving the quality of life in Wimberley and meeting our mission to enhance the quality of life of current and future citizens of Wimberley by protecting our natural resources, providing safe spaces for recreation, and encouraging environmental education through our parks, trails, and open spaces while fostering a creative community through our programs and events.

Sponsor Benefits

- Brand visibility on PARD digital platforms and verbally at events
- Organization Logo on Special Event shirts
- Custom Private Event experiences
- Free entries for ticketed events
- Invitation for your organization to set up booths at Special Events

BRAND RECOGNITION



City of Wimberley
**PARKS AND
RECREATION**

Our Audience

- Wimberley Community
- Outdoor and fitness-oriented families
- Active seniors
- Out of town guests



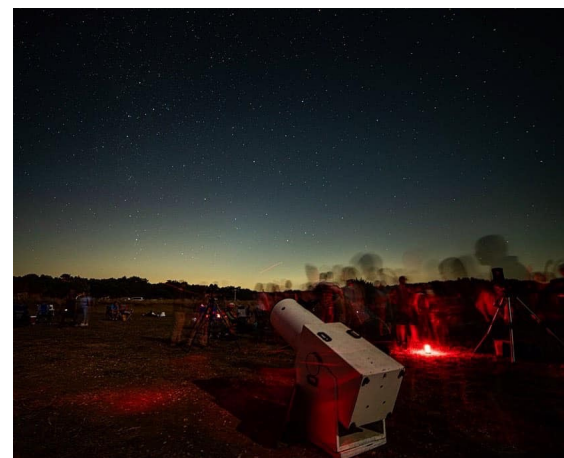
Our Media

- Parks and Recreation website
- Direct emails to all customers
- Parks and Recreation social media
- Popular seasonal activity guides



Engagement

- 2,500+ monthly email recipients
- 45,000+ Social Media Followers
- 8,000+ program attendance
- 150,000+ park visitors



SPONSORSHIP LEVELS

Benefit	\$8,000 Bald Cypress	\$3,000 Live Oak	\$1,000 Ashe Juniper	\$500 Mountain Laurel
Title Sponsor for 1 Special Event	X			
4 Free Season Passes to Blue Hole Regional Park	X			
Booth at 2 Special Events	X	X		
Logo on Special Event flyers	X	X		
Acknowledgement during event opening	X	X		
Individual Logo Sign at all Special Events	X	X	X	
Logo on t-shirt	X	X	X	
Bio on website	X	X	X	X
Logo in Program & Event Guide (Spring & Summer, Fall & Winter)	X	X	X	X
Social Media Feature	X	X	X	X

SPONSORSHIP OPPORTUNITIES

Below is a list of Wimberley Parks and Recreation Department special events seeking sponsorships. Please contact the Wimberley Parks and Recreation Department staff regarding the specifics of each event at 512-660-9111 ext. 210 or nfarrell@cityofwimberley.com

Polar Bear Plunge & 5k

The annual January 1st Polar Bear Plunge & 5K brings people together to start the new year off with a splash! The 5K route begins in Blue Hole, winds through downtown Wimberley, and ends with a plunge into the ice-cold waters of Cypress Creek! There is live music, food and drink vendors, games and prizes, a fire at the fire pit, and more!

Blue Hole Star Party

This magical event takes place twice a year and brings a crowd of 150-300 people. The Blue Hole Star Party is led by the Wimberley Valley Dark Sky Committee and the Texas State Astronomy Club. The event includes a sky tour where you will learn about constellations, 5+ high-powered telescopes pointed at different objects in the sky, live music, knowledgeable guest speakers, and more family-friendly activities.

Memorial Day Movie

This event takes place on the Friday before Memorial Day to kick off the Swim Season at Blue Hole Regional Park. attendance is between 200-350 people and is themed based on the movie selected. For Jurassic Park, we had a movie replica of the vehicle for photos, a dig site, and paleontology groups bring large replica dinosaur bones and skulls. We offer free swimming before the movie and snacks, drinks, and craft beer for purchase.

2024 Concerts in the Park

Concerts in the Park is now a cornerstone event in the Wimberley Community for 10+ years. Local musicians showcase their talent to the Wimberley community every Friday in April. Bringing in 300-650 community members every week, this family-friendly community event starts the beginning of summer off on a high note!

SPONSORSHIP OPPORTUNITIES

Below is a list of Wimberley Parks and Recreation Department special events seeking sponsorships. Please contact the Wimberley Parks and Recreation Department staff regarding the specifics of each event at 512-660-9111 ext. 210 or nfarrell@cityofwimberley.com

Hill Country Birding Seminar

Calling all birders! The Wimberley Parks and Recreation Department is hosting the first ever Hill Country Migratory Birding Seminar. The Texas Hill Country is a rest stop for migrating birds such as the Blacked-capped Vireo and endangered Golden-cheeked Warbler. We invite you to attend this seminar and hear from various speakers about protecting birds, how to cultivate bird-friendly habitats, and so much more!

Deep in the Heart Movie Showing

This special Movie in the Park event showcases Deep in the Heart, a visually stunning celebration of what makes Texas unique — its diverse landscapes and remarkable wildlife behavior that cannot be found anywhere else in the world. Craft beer and snacks can be purchased on-site.

Boo! Hole Halloween

An annual event brings in 2,000 to 3,000 community members together to trick-or-treat with local businesses, learn about wildlife, watch a movie, take a haunted hayride, and more! The event takes place on the last Saturday of October every year

Blue Christmas

Join us in December for our annual FREE Blue Christmas event at Blue Hole Regional Park! We will have horse carriage rides, a Santa photo booth, S'mores and hot chocolate by the fire, Christmas music, an ugly sweater contest, and Reindeer Games on the swimming lawn. We will also be showing the movie ELF. You won't want to miss this special Christmas event at Blue Hole!

+ Many more to come!

CITY OF WIMBERLEY PARKS & RECREATION

SPONSORSHIP POLICY

1. GENERAL POLICY STATEMENT

The mission of the Parks and Recreation Sponsorship Program is to develop and implement policies that allow the Wimberley Parks and Recreation Department to partner with local businesses through sponsorship of programs, advertising in program literature and sponsoring or advertising at local events and facilities, while adhering to a strict aesthetic code that blends into existing parks and recreation facility landscapes. Policies will guide practices that raise money for capital projects and overall improvement of Parks and Recreation facilities to allow the City to continue offering this high-quality service that positively impacts the quality of life of all Wimberley residents, and to provide Parks and Recreation program scholarship and sponsorship opportunities for deserving Wimberley residents.

2. PURPOSE AND INTENT

The purpose of the Sponsorship Policy is to develop and present policies and guidelines for creating marketing partnerships between the Wimberley Parks and Recreation Department and local businesses which: promote the growth and prosperity of Wimberley based businesses; provide a positive non-tax revenue stream targeted to the maintenance and improvement of parks and facilities for the residents of Wimberley; and create an inviting, family-friendly, aesthetically-pleasing environment at our parks and facilities.

3. DEFINITION OF TERMS

- a. Sponsorship: "Sponsorship" is the right of an external entity (for-profit or not-for-profit) to associate its name, products, or services with Wimberley Parks and Recreation programs, services, or name. Sponsorship is a business relationship in which the City of Wimberley and the external entity exchange goods, services, and donations for the public display of a message on Wimberley property or in a Wimberley publication acknowledging private support.
- b. Affiliation: A connection or relationship between two parties, such as individuals, organizations, or companies, where one party is associated with or connected to the other in some way, typically through an agreement or contract.
- c. Open Public Forum: A public space, such as a park or street, or other location that has been traditionally open to political speech and debate. A place where individuals have a constitutional right to express their opinions, ideas, and beliefs freely and openly without government interference or censorship. This type of forum is generally open to all forms of speech and expression, regardless of the speaker's viewpoint.

- d. Limited Public Forum: A type of designated public forum. A public space or facility that the government has designated for a specific type of speech or expression, such as a school or government building. In a limited public forum, the government can impose reasonable restrictions on the time, place, and manner of speech, but these restrictions must be content-neutral and serve a significant government interest.
- e. Designated Public Forum: A public space or facility that the government has intentionally opened up for public discourse or expression, such as a city council meeting or a public park. In a designated public forum, the government must allow all forms of speech that are not disruptive or threatening, and cannot discriminate based on the speaker's viewpoint. The government does not have to leave the forum open, but as long as it is open the 1st Amendment protections apply.
- f. Editorial Control: The authority of a publisher or editor to make decisions regarding the content of a publication, including the selection, editing, and presentation of material. Editorial control is a fundamental right of publishers and is protected under the First Amendment.
- g. Public Interest: The welfare or well-being of the general public, as opposed to the interests of a particular individual or group. The public interest is often invoked in legal and regulatory matters to ensure that decisions are made in the best interest of the public as a whole.
- h. The term “nonpublic forum” is broadly defined as any property that is not by tradition or designation a forum for public communication.

4. AUTHORIZATION REQUIRED

All property and publications of the City of Wimberley are intended and exclusively used for business operations of the City in providing governmental services and programs to and for the City residents, and, except as required by law or expressly established by an affirmative action of the Wimberley City Council, no property or publication of the City of Wimberley shall be intended or considered as an open, limited, or designated public forum, and no person shall have a right to access or use any City governmental purpose or service. Placement of sponsorship messages upon City property or in City publications shall require specific authorization.

The City of Wimberley possesses sole and final decision-making authority for determining the appropriateness of a sponsorship relationship and reserves the right to refuse to enter into any proposed sponsorship agreement. Sponsorship requests shall be submitted through an Application for Sponsorship (“Application”) in a manner and form outlined in the following section, and sponsorship agreements based on responses to an Application shall be reviewed in accordance with the following procedures and guidelines:

- Sponsorship agreements projected to generate \$5,000 or more in annual revenue shall require the approval of the the Wimberley City Council.

- Sponsorship agreements projected to generate less than \$5,000 in annual revenue shall require the written approval of the Parks and Recreation Director.
- At the discretion of the Parks and Recreation Director, any proposed sponsorship agreement may be referred to the Wimberley City Council for its consideration.
- Any specific Department of The City of Wimberley may prepare supplemental guidelines to accompany this Sponsorship Policy, but said guidelines must not disrupt the basic structure of authorization and approval outlined above, and all said guidelines must be approved by the head of the Wimberley Parks and Recreation Department.

5. CRITERIA FOR APPLICATION REVIEW

Applications for sponsorship of Wimberley programs or services shall clearly outline the forms of support sought and offered and the recognition to be given by the City of Wimberley. Acceptance of an application by the City of Wimberley will be followed the signing of a sponsorship agreement by both parties which will detail the following information at a minimum.

- Activities, products, services of the private entity, its parent, subsidiaries, affiliates and predecessor companies;
- Benefits to be given to the proposed sponsor by the City of Wimberley, and the estimated monetary value of those benefits;
- Benefits to be given to the City of Wimberley by the proposed sponsor, and the estimated monetary value of those benefits;
- Prominence of the proposed public recognition of support;
- Content of the proposed public recognition of support;
- Duration of the proposed public recognition of support;
- Conditions under which the sponsorship agreement may be terminated.

The City of Wimberley recognizes that entering into a sponsorship agreement with an external entity does not constitute an endorsement of the entity or its services and products but does imply an Affiliation. Such affiliation can affect the reputation of the City of Wimberley among its residents and its ability to govern effectively. Therefore, any proposal for sponsorship of a City of Wimberley program or service in which the involvement of an outside entity compromises the public interest will be rejected.

The City of Wimberley shall consider the following criteria before accepting an Application or entering into a sponsorship agreement:

- Extent and prominence of public display of sponsorship;
- Aesthetic characteristics of the public display of sponsorship;
- Importance of the sponsorship to the mission of The City of Wimberley;
- Level of support provided by the sponsor;
- Cooperation necessary from other City of Wimberley units to implement the sponsorship;
- Inconsistencies between Wimberley City policies and the known policies or practices of the potential sponsor;

- Other factors that might undermine public confidence in the City of Wimberley's impartiality or interfere with the efficient delivery of City services or operations, including, but not limited to, current or potential conflicts of interest between the sponsor and Wimberley employees, officials, or affiliates; and the potential for the sponsorship to tarnish the City's standing among its residents or otherwise impair the ability of the City of Wimberley to govern its residents.

6. PERMISSIBLE SPONSORS AND MESSAGE CONTENT

Sponsorships on Wimberley City property are maintained as a nonpublic forum. The City of Wimberley intends to preserve its rights and discretion to exercise full Editorial Control over the placements, content, appearance, and wording of sponsorship affiliations and messages. The City of Wimberley may make distinctions on the appropriateness of sponsors on the basis of subject matter of a potential sponsorship recognition message.

Sponsorship from an organization that is engaged in any of the following activities, that has a mission of supporting any of the following subject matters, or that, in the sole discretion and judgment of the authorized representative of the City of Wimberley or the Wimberley City Council, is deemed to be unsuitable for and contrary to community standards or appropriateness for government publications, shall be prohibited on any City property or in City publications:

- Promotion of the sale or consumption of alcoholic or cereal malt beverages, in name, likeness or implication, or promotion of establishments that are licensed for and primarily sell alcoholic or cereal malt beverages, including bars; provided, however, restaurants or other food service establishments and hotels or other places of lodging may be authorized when the commercial message or advertisement promotes only the food services or lodging;
- Promotion of the sale or consumption of tobacco products or depiction of the use of tobacco products;
- Commentary, advocacy, or promotion of issues, candidates, campaigns or organizations of a social, political or religious nature;
- Promotion of gambling, para-mutual betting, or games of chance, in name, likeness or implication, or promotion of establishments that are licensed for and primarily provide such services or activities of a related or similar nature; provided, however, that establishments may be authorized when the commercial message or advertisement promotes some other area of business practiced by the establishments and where the above-referenced activities are only an incidental part of their business;
- Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness, or characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials;
- Promotion in any form of illegal drugs, illegal drug use of illegal drug materials, or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials;

- Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence of acts of a violent nature;’
- Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards of appropriateness for governmental or family publications;
- Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this Policy; and
- Inclusion of materials, depictions, promotions or offerings which are the type prohibited by, or by their nature would violate, any postal restrictions or regulations or any federal, State, or local law, rule, or regulation.

7. PERMISSIBLE RECOGNITION MATERIALS

Sponsorship recognition materials may identify the sponsor but ordinarily should not promote or endorse the organization or its products or services. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services or organizations will ordinarily not be accepted. In accordance with the provisions of Section IV of this policy, the Wimberley City Manager shall have the ultimate authority to determine what is permissible in a recognition message. Ordinarily, only the following content will be deemed appropriate:

- The legally recognized name of the sponsoring organization;
- The sponsor’s organizational slogan if it identifies rather than promotes the organization or its products or services;
- The sponsor’s product or services line, described in brief, generic, objective terms. Generally, only one product or service line may be identified;
- Brief contact information for the sponsor’s organization, such as phone number, address, or Internet website. Contact information should be stated in a manner that avoids an implication of urging the reader to action.

The City of Wimberley will not make any statements that directly or indirectly advocate or endorse a sponsor’s organization, products, or services.

No materials or communications, including, but not limited to, print, video, Internet, broadcast, or display items developed to promote or communicate the sponsorship using the City of Wimberley’s name, marks, or logo, may be issued without written approval of the Wimberley City Manager.

8. GENERAL CONDITIONS

- Sponsors are solely responsible for obtaining necessary permission to use photographs, trademarks, trade names, copyrighted material or any other legally protected property and shall hold the City harmless for any such use, including all consequences or damages resulting therefrom. All commercial messages or advertisements shall be accepted and published by the City upon the representation that the agency or sponsor is authorized to

publish the entire contents and subject matter thereof. Sponsors must agree to indemnify and hold harmless the City, its officers, agents and employees against all damages, costs and expenses including, without limitation, attorney's fees resulting from any claim, action or proceeding alleging that the commercial message or sponsorship infringes on any copyright, violates any right of privacy, or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement on trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of a sponsor's product.

- Sponsors assume liability for all content (including text, photographs, representations, illustrations, sketches, maps, labels, trademarks or other copyrighted matter) of sponsorship message printed or placed and also assume responsibility for any claims arising therefrom made against the City.
- The City is not liable for delays in publication or presentation of sponsorship messages in any event or for any reason, including acts of God, action by any governmental or quasi-governmental entity, lack of funds, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the City affecting publication or presentation of sponsorship in any manner.
- If an error or omission occurs in the publication or placement of any sponsorship message, the City's liability shall be limited to the amount of the reduction in the value of the sponsorship due to the error or omission, but in no event shall liability exceed the total cost payable for the sponsorship space.
- The words "a paid sponsorship," or some like term, may be added to sponsorship messages that, in the sole opinion of the City, might be confused with editorial matter.

9. ADDITIONAL CONSIDERATIONS

a. USE OF FUNDS

All funds derived from the acceptance and placement of sponsorship messages shall be recorded, accounted for and used by the City of Wimberley Parks and Recreation Department for authorized purposes in accordance with the mission of this Policy as determined by the Parks and Recreation Director.

b. SPECIAL EVENTS

Nothing in this Policy shall be interpreted to prohibit the conduct of special events by the City or its offices, departments or related entities and the use and recognition of sponsors, products, sales or prizes, including the United Way, Arts and Science Council campaigns or similar programs and events.

c. ETHICAL CONDUCT

All offices, departments, and related entities of the City of Wimberley and its employees shall follow the highest level of ethical standards dealing with sponsors or in the implementation of this Policy.

d. IMPLEMENTATION

This Policy shall be and become effective upon adoption by the Wimberley City Council and shall thereafter apply to the acceptance and placement of sponsorship

messages as provided in the Policy; provided, however, that sponsorship messages which were made prior to the adoption of this Policy shall not be considered in violation of the Policy, and to the extent possible shall be construed and completed, if necessary, in the manner most consistent with the Policy.

e. GOVERNING LAW

This Policy is intended to comply with all existing laws and regulations. If for any reason any contract or agreement created in accordance with this Policy is deemed to be in violation of any local, State, or federal law or regulation, said provision, contract or agreement shall terminate immediately. In the event of such a termination, to the extent possible, the term and conditions of the contract or agreement shall be pro-rated to account for the partial performance.

f. INJURIES/ INSURENCE

Insurance will only be required for co-sponsorship agreements. Co-Sponsor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees, if any. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees may sustain while performing services under this Agreement.

INSURANCE REQUIRED WITH APPLICATION

All athletic facility use requests require that the group or organization furnish a Certificate of Insurability to show the following:

Commercial General Liability	\$1,000,000	Each Occurrence	Bodily Injury
	\$2,000,000	General Aggregate	Bodily Injury
	\$500,000	Each Occurrence	Property Damage
OR			

A combined single limit of \$1,000,000 is required.

Coverage is to include Products Liability, Personal Injury, and Fire Damage Legal Liability. The Certificate shall certify that the policy has been endorsed to name as an additional insured, City of Wimberley, 221 Stillwater, Wimberley, Texas, 78676 and the Blue Hole Regional Park, 333 Blue Hole Lane, Wimberley, Texas, 78676

Co-Sponsorship Agreement

This *Wimberley Co-Sponsorship Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below for the "Bald Cypress" Sponsorship level:

1. **PARTIES:** This Agreement by and between the City of Wimberley, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, ("City"), and _____ ("Sponsor").
2. **PURPOSE:** The purpose of the Sponsorship Agreement is to present guidelines for creating marketing partnerships between the Wimberley Parks and Recreation Department and local businesses which: promote the growth and prosperity of Wimberley based businesses; provide a positive non-tax revenue stream targeted to the improvement of Special Events, parks, and facilities for the residents of Wimberley; and create an inviting, family-friendly, aesthetically-pleasing environment at our parks and facilities.
3. **Definition of Terms:** "Sponsorship" is the right of an external entity (for-profit or not-for-profit) to associate its name, products, or services with Wimberley Parks and Recreation programs, services, or name. Sponsorship is a business relationship in which the City of Wimberley and the external entity exchange goods, services, and donations for the public display of a message on Wimberley property or in a Wimberley publication acknowledging private support.
4. **SCOPE:** This Agreement will be initiated on _____ and will be terminated December 31st, 2023. This Agreement applies to Co-Sponsor's utilization of the area as shown in Attachment "A" for the reasons stated above, which shall take place on _____.
5. **LOCATION:** This Agreement is fully performable in Wimberley, Texas and performance shall take place at _____, Wimberley, Texas 78676.
6. **OBLIGATIONS OF THE CITY:**
 - I. The City agrees to allow Co-Sponsor to utilize the area in Attachment "A" for the purpose stated in Section 3. The use will allow use of tables and tents for beverages or food, public parking in the areas designated above, and other related activities.
 - II. The City agrees to design promotional materials such as flyers, social media post, bio on website, program & event guide, corrugated signs, t-shirts, and banners listing Co-Sponsor as Title Sponsor for the event.
 - III. The City agrees to provide four (4) Season Passes for Blue Hole Regional Park (supplemental rules and regulations apply), and acknowledgement during event opening.
7. **OBLIGATIONS OF THE CO-SPONSOR:**

- I. Co-Sponsor agrees to provide a sponsor fee of eight thousand dollars (\$8,000) to the City prior to the event in furtherance of the public purpose stated herein.
 - II. Co-Sponsor shall grant the City permission to use the Co-Sponsor's logo and description on any marketing and promotional material related to this event for the duration of this Agreement.
 - III. Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.
 - IV. Co-Sponsor agrees not to perform waste or damage to the area.
 - V. Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the area.
8. **INDEPENDENT CONTRACTOR:** The Parties agree that Co-Sponsor and their attendees and agents are independent contractors and are neither agents nor employees of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff to achieve the goals of this Agreement.
9. **INJURIES/INSURANCE:** Co-Sponsor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees, if any. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees may sustain while performing services under this Agreement.

INSURANCE REQUIRED WITH APPLICATION

All athletic facility use requests require that the group or organization furnish a Certificate of Insurability to show the following:

Commercial General Liability	\$1,000,000	Each Occurrence	Bodily Injury
	\$2,000,000	General Aggregate	Bodily Injury
	\$500,000	Each Occurrence	Property Damage

OR

A combined single limit of \$1,000,000 is required.

Coverage is to include Products Liability, Personal Injury, and Fire Damage Legal Liability. The Certificate shall certify that the policy has been endorsed to name as an additional insured, City of Wimberley, 221 Stillwater, Wimberley, Texas, 78676 and the Blue Hole Regional Park, 333 Blue Hole Lane, Wimberley, Texas, 78676.

10. **DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated after the completion of the obligations of each party or as outlined below.

11. **TERMINATION:**

- I. This Agreement may be terminated by mutual consent of the parties.
- II. This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, seven (7) days prior to commencement of the use of the area.
- III. Termination shall release each party from all obligations of this Agreement, except as specified below.
- IV. Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- V. Force Majeure: In situations in which Co-Sponsor's participation at the area must be delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

12. INDEMNIFICATION: CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

13. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in Hays County, Texas.

14. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

Co-Sponsor:

Attention: City Administrator
221 Stillwater Rd.
Wimberley, Texas 78676

15. **HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.
16. **ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
17. **BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
18. **SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
19. **MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at the event area.
20. **MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
21. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the day of _____.

City of Wimberley:

Co-Sponsor

by: _____
Timothy Patek, City Administrator

by: _____
_____, Co-Sponsor

ATTEST:

by: _____
Tammy Cook, City Secretary

ATTACHMENT “A”

Includes description of event, date and time, event map, potential promotional materials.

2023 Annual Sponsorship Agreement

This *Wimberley Sponsorship Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below for the "Ashe Juniper" Sponsorship level:

1. **PARTIES:** This Agreement by and between the City of Wimberley, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, ("City"), and _____ ("Sponsor").
2. **PURPOSE:** The purpose of the Sponsorship Agreement is to present guidelines for creating marketing partnerships between the Wimberley Parks and Recreation Department and local businesses which: promote the growth and prosperity of Wimberley based businesses; provide a positive non-tax revenue stream targeted to the improvement of Special Events, parks, and facilities for the residents of Wimberley; and create an inviting, family-friendly, aesthetically-pleasing environment at our parks and facilities.
3. **Definition of Terms:** "Sponsorship" is the right of an external entity (for-profit or not-for-profit) to associate its name, products, or services with Wimberley Parks and Recreation programs, services, or name. Sponsorship is a business relationship in which the City of Wimberley and the external entity exchange goods, services, and donations for the public display of a message on Wimberley property or in a Wimberley publication acknowledging private support.
4. **SCOPE:** This Agreement will be initiated on _____ and will be terminated December 31st, 2023.

5. OBLIGATIONS OF THE CITY:

- I. The City agrees to design promotional materials such as flyers, social media post, bio on website, program & event guide, corrugated signs, t-shirts, and banners listing Sponsor as sponsor for Special Events.

6. OBLIGATIONS OF THE SPONSOR:

- I. Sponsor agrees to provide a sponsor fee of one thousand dollars (\$1,000) to the City prior to the event in furtherance of the public purpose stated herein.
- II. Sponsor shall grant the City permission to use the Sponsor's logo and description on any marketing and promotional material related to this event for the duration of this Agreement.
- III. Sponsor agrees to abide by all state, federal and local rules, and regulations.
- IV. Sponsor agrees not to perform waste or damage to the area.
- V. Sponsor shall exercise reasonable care and due diligence to avoid harming the area.

- 7. INDEPENDENT CONTRACTOR:** The Parties agree that Sponsor and their attendees and agents are independent contractors and are neither agents nor employees of the City. Co- Sponsor is solely responsible for directing and controlling Sponsor's resources and staff to achieve the goals of this Agreement.
- 8. INJURIES/INSURANCE:** Sponsor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Sponsor's employees, if any. Sponsor waives the rights to recovery from City for any injuries that Sponsor and/or Sponsor's employees may sustain while performing services under this Agreement.
- 9. DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated after the completion of the obligations of each party or as outlined below.

10. TERMINATION:

- I.** This Agreement may be terminated by mutual consent of the parties.
- II.** This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, seven (7) days prior to commencement of the use of the area.
- III.** Termination shall release each party from all obligations of this Agreement, except as specified below.
- IV.** Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- V.** Force Majeure: In situations in which Sponsor's participation at the area must be delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

- 11. INDEMNIFICATION:** SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

12. **CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in Hays County, Texas.

13. **NOTICES:** Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

Sponsor:

Attention: City Administrator
221 Stillwater Rd.
Wimberley, Texas 78676

14. **HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.

15. **ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Sponsor.

16. **BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

17. **SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

18. **MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at the event area.

19. **MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

20. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the day of _____.

City of Wimberley:

Sponsor

by: _____
Timothy Patek, City Administrator

by: _____
_____, Sponsor

ATTEST:

by: _____
Tammy Cook, City Secretary

ATTACHMENT "A"

Includes description of event, date and time, event map, potential promotional materials.

2023 Annual Sponsorship Agreement

This *Wimberley Sponsorship Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below for the "Live Oak" Sponsorship level:

1. **PARTIES:** This Agreement by and between the City of Wimberley, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, ("City"), and _____ ("Sponsor").
2. **PURPOSE:** The purpose of the Sponsorship Agreement is to present guidelines for creating marketing partnerships between the Wimberley Parks and Recreation Department and local businesses which: promote the growth and prosperity of Wimberley based businesses; provide a positive non-tax revenue stream targeted to the improvement of Special Events, parks, and facilities for the residents of Wimberley; and create an inviting, family-friendly, aesthetically-pleasing environment at our parks and facilities.
3. **Definition of Terms:** "Sponsorship" is the right of an external entity (for-profit or not-for-profit) to associate its name, products, or services with Wimberley Parks and Recreation programs, services, or name. Sponsorship is a business relationship in which the City of Wimberley and the external entity exchange goods, services, and donations for the public display of a message on Wimberley property or in a Wimberley publication acknowledging private support.
4. **SCOPE:** This Agreement will be initiated on _____ and will be terminated December 31st, 2023.

5. OBLIGATIONS OF THE CITY:

- I. The City agrees to allow Sponsor to utilize the area in Attachment "A" for the purpose stated in Section 3. The use will allow use of tables and tents for beverages or food, public parking in the areas designated above, and other related activities for two (2) Special Events.
- II. The City agrees to design promotional materials such as flyers, social media post, bio on website, program & event guide, corrugated signs, t-shirts, and banners listing Sponsor as sponsor for Special Events.
- III. The City agrees to provide acknowledgement during event opening.

6. OBLIGATIONS OF THE SPONSOR:

- I. Sponsor agrees to provide a sponsor fee of three thousand dollars (\$3,000) to the City prior to the event in furtherance of the public purpose stated herein.

- II. Sponsor shall grant the City permission to use the Sponsor's logo and description on any marketing and promotional material related to this event for the duration of this Agreement.
 - III. Sponsor agrees to abide by all state, federal and local rules, and regulations.
 - IV. Sponsor agrees not to perform waste or damage to the area.
 - V. Sponsor shall exercise reasonable care and due diligence to avoid harming the area.
7. **INDEPENDENT CONTRACTOR:** The Parties agree that Sponsor and their attendees and agents are independent contractors and are neither agents nor employees of the City. Co- Sponsor is solely responsible for directing and controlling Sponsor's resources and staff to achieve the goals of this Agreement.
8. **INJURIES/INSURANCE:** Sponsor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Sponsor's employees, if any. Sponsor waives the rights to recovery from City for any injuries that Sponsor and/or Sponsor's employees may sustain while performing services under this Agreement.
9. **DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated after the completion of the obligations of each party or as outlined below.
- 10. TERMINATION:**
- I. This Agreement may be terminated by mutual consent of the parties.
 - II. This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, seven (7) days prior to commencement of the use of the area.
 - III. Termination shall release each party from all obligations of this Agreement, except as specified below.
 - IV. Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
 - V. Force Majeure: In situations in which Sponsor's participation at the area must be delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.
- 11. INDEMNIFICATION:** SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING

ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

12. **CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in Hays County, Texas.
13. **NOTICES:** Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

Sponsor:

Attention: City Administrator
221 Stillwater Rd.
Wimberley, Texas 78676

14. **HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.
15. **ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Sponsor.
16. **BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
17. **SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

18. **MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at the event area.

19. **MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

20. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the day of _____.

City of Wimberley:

Sponsor

by: _____
Timothy Patek, City Administrator

by: _____
_____, Sponsor

ATTEST:

by: _____
Tammy Cook, City Secretary

ATTACHMENT “A”

Includes description of event, date and time, event map, potential promotional materials.

2023 Annual Sponsorship Agreement

This *Wimberley Sponsorship Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below for the "Mountain Laurel" Sponsorship level:

1. **PARTIES:** This Agreement by and between the City of Wimberley, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, ("City"), and _____ ("Sponsor").
2. **PURPOSE:** The purpose of the Sponsorship Agreement is to present guidelines for creating marketing partnerships between the Wimberley Parks and Recreation Department and local businesses which: promote the growth and prosperity of Wimberley based businesses; provide a positive non-tax revenue stream targeted to the improvement of Special Events, parks, and facilities for the residents of Wimberley; and create an inviting, family-friendly, aesthetically-pleasing environment at our parks and facilities.
3. **Definition of Terms:** "Sponsorship" is the right of an external entity (for-profit or not-for-profit) to associate its name, products, or services with Wimberley Parks and Recreation programs, services, or name. Sponsorship is a business relationship in which the City of Wimberley and the external entity exchange goods, services, and donations for the public display of a message on Wimberley property or in a Wimberley publication acknowledging private support.
4. **SCOPE:** This Agreement will be initiated on _____ and will be terminated December 31st, 2023.

5. OBLIGATIONS OF THE CITY:

- I. The City agrees to design promotional materials such as social media post, bio on website and program & event guide listing Sponsor as sponsor for Special Events.

6. OBLIGATIONS OF THE SPONSOR:

- I. Sponsor agrees to provide a sponsor fee of five hundred dollars (\$500) to the City prior to the event in furtherance of the public purpose stated herein.
- II. Sponsor shall grant the City permission to use the Sponsor's logo and description on any marketing and promotional material related to this event for the duration of this Agreement.
- III. Sponsor agrees to abide by all state, federal and local rules, and regulations.
- IV. Sponsor agrees not to perform waste or damage to the area.
- V. Sponsor shall exercise reasonable care and due diligence to avoid harming the area.

- 7. INDEPENDENT CONTRACTOR:** The Parties agree that Sponsor and their attendees and agents are independent contractors and are neither agents nor employees of the City. Co- Sponsor is solely responsible for directing and controlling Sponsor's resources and staff to achieve the goals of this Agreement.
- 8. INJURIES/INSURANCE:** Sponsor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Sponsor's employees, if any. Sponsor waives the rights to recovery from City for any injuries that Sponsor and/or Sponsor's employees may sustain while performing services under this Agreement.
- 9. DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated after the completion of the obligations of each party or as outlined below.

10. TERMINATION:

- I.** This Agreement may be terminated by mutual consent of the parties.
- II.** This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, seven (7) days prior to commencement of the use of the area.
- III.** Termination shall release each party from all obligations of this Agreement, except as specified below.
- IV.** Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- V.** Force Majeure: In situations in which Sponsor's participation at the area must be delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

- 11. INDEMNIFICATION:** SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

12. **CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in Hays County, Texas.

13. **NOTICES:** Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

Sponsor:

Attention: City Administrator
221 Stillwater Rd.
Wimberley, Texas 78676

14. **HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.

15. **ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Sponsor.

16. **BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

17. **SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

18. **MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at the event area.

19. **MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

20. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the day of _____.

City of Wimberley:

Sponsor

by: _____
Timothy Patek, City Administrator

by: _____
_____, Sponsor

ATTEST:

by: _____
Tammy Cook, City Secretary

ATTACHMENT "A"

Includes description of event, date and time, event map, potential promotional materials.



AGENDA ITEM:	3. Discuss and consider possible action regarding special-use agreements with the Wimberley Community Center.
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	05/04/2023
MEETING DATE:	May 10, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Staff is requesting direction from the Parks Board and ultimately City Council on several agreements in place with different interest groups including:

- Wimberley Community Civic Club
- Wimberley Lions Club
- Wimberley Senior Citizens Activities, INC
- Wimberley Valley Art League
- Wimberley Valley Chamber of Commerce

REQUESTED ACTION

Motion

Discussion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Wimberley Senior Citizens Activities, INC
2. Wimberley Community Civic Club
3. Wimberley Lions Club

Memorandum of Understanding
between
Wimberley Senior Citizens Activities, Inc.
and
The Village of Wimberley

Wimberley Senior Citizens Activities, Inc. ("WSCAI") has led community fundraising efforts to construct a community center for the benefit of the citizens of the Village of Wimberley. These efforts have raised over \$1.5 million dollars in building funds from individual cash donations, numerous successful grant applications that include a \$750,000 matching Texas Parks & Wildlife grant, as well as the WSCAI donation of \$75,500 plus 4.37 acres of land for the community center and the adjoining "Refuge" nature preservation area.

In recognition of these contributions and efforts by WSCAI, the Lounge in the community center is to be designated as the "Wimberley Senior Citizens Activities, Inc. Lounge" and WSCAI will be afforded first use rights to the Lounge in order to carry out the Wimberley Senior Citizen programs and activities, without charge, for a period of thirty (30) years from the date of the opening of the Lounge facility in the Wimberley Community Center. In the event WSCAI does not utilize its right of first use of the lounge, it will be available for other users as requested.

This agreement is contingent upon the construction of the Wimberley Community Center and ongoing compliance throughout the term of the agreement with the Village of Wimberley rules and regulations concerning use and occupancy of the Community Center.

Date: March 3, 2004.

WIMBERLEY SENIOR CITIZENS ACTIVITIES, INC.

By M.F. Johnson
M.F. Johnson, President

VILLAGE OF WIMBERLEY

By Stephen J. Klepfer
Stephen J. Klepfer, Mayor

5 hrs
can't take
more
5 hrs
7 2-
events in Johnson

Comparison to
other groups
* Talk to Carol &
Judy about Senior
Center Room @ Center

Agreement of Use

Parties to this Agreement are: **The City of Wimberley Community Center**, and the **Wimberley Community Civic Club**, a non-profit corporation (WCCC), exempt from federal income tax under section 501c(3) of the Internal Revenue Code.

In recognition of the contribution made to the construction of The Wimberley Community Center, the Wimberley Community Civic Club will be allowed the use of the Center for a total of 34 hours each year from January 1 through June 1 in conjunction with the WCCC Spring Events fundraising program. Hours may be used as follows:

Cypress Room	12 hours	(4 events)
Blanco Room	12 hours	(4 events)
Johnson Hall	10 hours	(1 event including set up, decorating time, Event time, clean up)

Not to be
late
Fri/Sat/Sun 245
Setup 180
Kitchen 85
each add'l hr 50
Kitchen → 20
each add'l hr

A One Time Fee of \$300 will cover the set up and take down of events. (\$25/event for Cypress/Blanco Rooms and \$100 for Johnson Hall)

↑ payable at time of
Usage

Expectations for all rentals
- Trash Removed
- Sweeping
- all decorations removed

The following information highlights specific details regarding your rental:

Set-Up, Floor Plans, Clean Up: Set up confirmation is due (2) weeks prior to your scheduled function. Our facility offers tables and chairs for your use at no additional charge. General clean up is the responsibility of the **Rental Party**. All trash should be removed and taken out the Dumpster following the close of the event. **NO TAPE OF ANY KIND** is allowed on any surface inside or outside of the Community Center without prior approval. Clients will be held liable for damages.

Audio Visual Items: Projector and/or Projection Screen are available in Johnson Hall for \$50.

Alcohol Requirements: COMPLIMENTARY – Serving complimentary alcohol with a meal or a toast is allowed with prior approval. No alcohol shall be served to or consumed by individuals under the age of 21. Types of complimentary alcohol are restricted to beer, wine and champagne only.

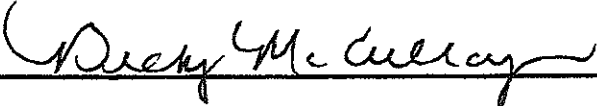
SELLING ALCOHOL – You are required to provide alcohol liability insurance and a license from the Texas Alcoholic Beverage Commission (TABC Liquor sales must by law, be conducted by an entity licensed to do so by the TABC. Copy of agreement due 15 days prior to event.

Insurance: If complimentary alcoholic beverages are to be served at an event with 100 or more participants or if alcohol is to be sold at any event, general and alcohol liability insurance in the amount of \$1 million, for bodily injury and property damage will be required. The liability insurance shall be endorsed naming the City of Wimberley, its officers, agents, employees and volunteers as an additional insured. Copy of agreement due 15 days prior to event.

Cancellation Policy: In the event of cancellation of a rental or changing of a confirmed date will result in loss of the deposit. Cancellation fourteen (14) days or less prior to an event will result in the loss of any rental fees paid in addition to the deposit. The City of Wimberley Community Center is under no duty or obligation to refund the rent paid or any other amounts paid or to re-rent the facility.

Art Gallery: The Wimberley Community Center and the Wimberley Valley Art League have a special agreement concerning the use of the art gallery in the lobby area of the Center. The agreement requires that the integrity of the gallery, artwork and furnishings must be maintained at all times. No signs or banners may be hung on the gallery walls where art is exhibited, and no furniture or other items may be positioned near the walls in a way that might cause people objects to brush against or damage the artwork. Any activities within, or furnishing changes within the gallery space must have the approval of the director of the WCC. Children must have parental supervision at all times and should not be allowed to enter the building unattended.

Executed this date: 5-3-19



Wimberley Community Civic Club



City of Wimberley Community Center

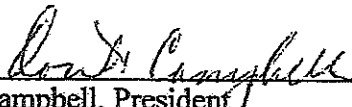
Memorandum of Understanding
between
The Wimberley Lions Club
and
The Village of Wimberley

The Wimberley Lions Club desires to donate \$60,000 toward the construction and furnishing of a commercial kitchen in the proposed Wimberley Community Center.

In recognition of this contribution by the Wimberley Lions Club, the kitchen is to be designated as the "Wimberley Lions Club Kitchen" and the Club will be afforded the use of the Great Hall and the kitchen facility for six consecutive hours on the first and third Tuesday of each month, at a time to be designated by the Club, without charge, for a period of thirty (30) years from the date of the opening of the Great Hall and the kitchen facility. In the event that the Lions Club does not utilize the facilities on the dates and/or times reserved for it, the facilities shall be available to other users.

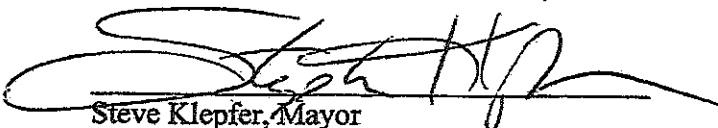
This Agreement is contingent upon the Wimberley Lions Club payment of \$60,000 toward the construction and furnishing of the Community Center and ongoing compliance throughout the term of the Agreement with the Village of Wimberley rules and regulations concerning use and occupancy of the Community Center.

Date: October 17, 2003



Don H. Campbell, President
Wimberley Lions Club

Date: October 26, 2003



Steve Klepfer, Mayor
Village of Wimberley