



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, JUNE 1, 2023 - 6:00 PM

AGENDA

1. **CALL TO ORDER** June 1, 2023, at 6:00 PM

2. **CALL OF ROLL**

3. **INVOCATION** Susan Rang, United Methodist

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

5. **CITIZENS COMMUNICATIONS**

The City Council welcomes comments from citizens at regular meetings. Citizens wishing to speak must sign up prior to the meeting being called to order. We abide by the Texas Open Meetings Act, so council members are allowed only to speak about items posted on the agenda. All other inquiries will be forwarded to staff and may be placed on a future agenda for discussion. Speakers will have one opportunity to speak during the time period, and they must observe the three-minute time limit. After you state your name, staff will start the timer and you have 3 minutes to speak. We will endeavor to ensure that meetings are conducted in a courteous manner, and in an atmosphere free of defamation, intimidation, personal affronts, profanity, or threats of violence.

6. **CONSENT AGENDA**

6.1. Consider approval of the following City Council Meeting Minutes:

- A. May 12, 2023 Special Meeting
- B. May 18, 2023 Regular Meeting

6.2. Consider approval of the following appointments to the Board of Adjustments:

JoKathryn Quinn - appointed by Place one Council Member Rebecca Minnick
Pam Tise - appointed by Place Three Council Member Chris Sheffield

6.3. Consider approval of the following appointments to the Ethics Review Commission:

Arthur Valentine - appointed by Place one Council Member Rebecca Minnick
John Dunn - appointed by Place Three Council Member Chris Sheffield
Mary Espinoza - appointed by Place Five Council Member David Cohen
Nancy Bowman - appointed by a consensus of Council

6.4. Consider approval of the following appointments to the Hotel Occupancy Tax Advisory Committee:

Brian Konradi - appointed by Place one Council Member Rebecca Minnick
Helena Hauk - appointed by Place Three Council Member Chris Sheffield

Mac McCullough - appointed by Place Five Council Member David Cohen

- 6.5. Consider approval of the following appointments to the Parks and Recreation Board:
Anthony Deringer - appointed by Place one Council Member Rebecca Minnick
Kelley Shand - appointed by Place Three Council Member Chris Sheffield
Amy Crowell - appointed by Place Five Council Member David Cohen
- 6.6. Consider approval of the following appointments to the Planning and Zoning Commission
Bob Clark - appointed by Place One Council Member Rebecca Minnick
Vance McCracken - appointed by Place Three Council Member Chris Sheffield
Michael Rambo - appointed by Place Five Council Member David Cohen
- 6.7. Consider approval of the following appointments to the Transportation Advisory Board:
Aaron Reed - appointed by Place One Council Member Rebecca Minnick
Paul Stuffer - appointed by Place Three Council Member Chris Sheffield
Ben O'Kane - appointed by Place Five Council Member David Cohen

7. DISCUSSION AND POSSIBLE ACTION

- 7.1. Hold discussion and consider action on Ordinance 2023-11, on the second of two readings, to amend Chapter 9, Planning and Development Regulations of the City of Wimberley Code of Ordinances, by amending the regulation of Historic Properties and Districts and creating a procedure for the designation of Historic Landmarks and Historic Districts; repealing all ordinances or sections of ordinances in conflict; providing for severability, and providing an effective date. *(Nathan Glaiser, Director of Planning and Public Works)*
- 7.2. Consider action on Ordinance 2023-16, amending Chapter 2, Article 2.04 – Boards, Commissions and Committees, of the Wimberley City Code by amending Section 2.04.004 (section D and G) by updating the composition of the Economic Support and Development Committee and amend wording; and providing for findings of fact, savings, severability, repealers, an effective date, and proper notice and meeting. *(Tammy Heller, City Secretary)*
- 7.3. Discuss and consider possible action regarding Council Member David Cohen's request to, potentially, miss three consecutive Regular City Council Meetings in August and September 2023. *(Place Five - Council Member David Cohen)*
- 7.4. Discuss and consider possible action regarding a contract between the City of Wimberley and Friends of Blue Hole. *(Richard Shaver, Parks Director)*
- 7.5. Discuss and consider possible action regarding an annual sponsorship policy. *(Richard Shaver, Parks Director)*
- 7.6. Discuss and consider possible action regarding special-use agreements with the Wimberley Community Center. *(Richard Shaver, Parks Director)*
- 7.7. Discuss, consider, and select a bidder for the Blue Heron Run Roadway Rehabilitation Project (MAINT-2023-0001). *(Tim Patek, City Administrator)*
- 7.8. Discuss, consider, and select a bidder for the Spoke Hollow Roadway Rehabilitation Project (MAINT-2023-0002). *(Tim Patek, City Administrator)*
- 7.9. Consider possible action on Resolution No. 08-2023, amending the 2022/2023 Operating Budget (Budget Amendment #8) that authorizes expenditures from the American Rescue Plan Fund 6751 (Outlay-Projects) and Road Maintenance Fund Account 100-31-6432 and providing an effective date. *(Tim Patek, City Administrator)*

8. CITY COUNCIL REPORTS

8.1. Announcements

8.2. Future Agenda Items

9. ADJOURNMENT

EXECUTIVE SESSION NOTE: The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion. The City Council may also publicly discuss any item listed on the agenda for Executive 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. 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, May 26, 2023, by 6:00 p.m., and remained posted for at least 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 Interim City Secretary Tammy Cook at (512) 648-2403 two business days in advance of the meeting for appropriate arrangements.





AGENDA ITEM:	1. Consider approval of the following City Council Meeting Minutes: A. May 12, 2023 Special Meeting B. May 18, 2023 Regular Meeting
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/23/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

Motion

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve minutes as proposed or make revisions as necessary.

ATTACHMENT/S

1. 05-12-2023 Special Meeting Minutes
2. 05-18-2023 Regular Meeting Minutes



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

SPECIAL CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
FRIDAY, MAY 12, 2023 - 12:00 PM

MINUTES

1. **CALL TO ORDER** May 12, 2023, at 12:00 PM

Mayor Pro Tem Minnick called the Special Meeting to order at 12:04 p.m.

2. **CALL OF ROLL**

Council Members Present:

Gina Fulkerson, Mayor - arrived after roll call at 12:12 p.m.

Rebecca Minnick, Place 1

Teresa Shell, Place 2 - arrived after roll call at 12:10 p.m.

Chris Sheffield, Place 3

Jim Chiles, Place 4

David Cohen, Place 5

Staff Present:

Tammy Heller, City Secretary

3. **OATH OF OFFICE**

- 3.1. Ceremonial administration of Oaths of Office for 2023-2025 City Council terms and issue Certificates of Election to Rebecca Minnick, Chris Sheffield, and David Cohen.

Judge Andrew Cable administered the Oaths of Office for 2023-2025 City Council Terms to Rebecca Minnick, Chris Sheffield, and David Cohen. A Certificate of Election was presented to each newly elected official.

- 3.2. Election of Mayor Pro Tem.

A motion was made by Council Member Chiles, seconded by Council Member David Cohen to nominate and appoint Rebecca Minnick as the Mayor Pro Tem. The motion carried unanimously (5-0).

4. **DISCUSSION AND POSSIBLE ACTION**

- 4.1. Discuss and consider possible action to remove the previous Mayor Pro Tem, Rebecca Minnick, as signatory to the City of Wimberley bank accounts, effective immediately.

This item was not heard or voted upon as Mayor Pro Tem remained the same for the upcoming year.

- 4.2. Discuss and consider possible action to add the Mayor Pro Tem as signatory to the City of Wimberley bank accounts, effective immediately.

This item was not heard or voted upon as Mayor Pro Tem remained the same for the upcoming year.

5. **ADJOURNMENT**

A motion was made by Council Member Cohen, seconded by Council Member Minnick to adjourn the meeting at 12:15 p.m. The motion

RECORDED BY:

Tammy Heller, 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, MAY 18, 2023 - 6:00 PM

MINUTES

1. **CALL TO ORDER** May 18, 2023, at 6:00 PM

Mayor Gina Fulkerson called the Regular Meeting to order at 6:00 p.m.

2. **CALL OF ROLL**

Council Members Present:

Gina Fulkerson, Mayor
Teresa Shell, Place 2
Chris Sheffield, Place 3
Jim Chiles, Place 4
David Cohen, Place 5

Staff Members Present:

Tim Patek, City Administrator
Tammy Heller, City Secretary
Nathan Glaiser, Director of Planning and Public Works
Kenneth LaVergne, City Attorney

Council Members Absent:

Rebecca Minnick, Place 1

3. **INVOCATION** Kevin Schubert, Saint Stephen's Episcopal

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

Mayor Fulkerson led the pledges of allegiance.

5. **CITIZENS COMMUNICATIONS**

There were no citizen comments this evening.

6. **CONSENT AGENDA**

A motion was made by Council Member Cohen, seconded by Council Member Sheffield to approve the consent agenda. The motion carried unanimously (4-0).

- 6.1. Consider approval of minutes from the May 4, 2023 Regular City Council Meeting. *(Tammy Heller, City Secretary)*

7. **PUBLIC HEARINGS AND POSSIBLE ACTION**

- 7.1.** Hold a Public Hearing and consider action on Ordinance 2023-11, on the first of two readings, to amend Chapter 9, Planning and Development Regulations of the City of Wimberley Code of Ordinances, by amending the regulation of Historic Properties and Districts and creating a procedure for the designation of Historic Landmarks and Historic Districts; repealing all ordinances or sections of ordinances in conflict; providing for severability, and providing an effective date. *(Nathan Glaiser, Director of Planning and Public Works)*

Nathan Glaiser, Director of Planning and Public Works, provided a brief update on the amendment to the Code regarding historical properties. He stated this Ordinance creates the framework for creating a historic district within the City. The Planning and Zoning Commission reviewed this Ordinance at their last meeting and recommended approval.

Mayor Fulkerson opened the Public Hearing at 6:16 p.m.

Suzanne Oliver, spoke about the process she went through to get historical designation on her property located on Old Kyle Road. She stated standards within a historic district are regulated by the Department of Interiors and stated they have very specific guidelines to maintain architectural guidelines.

There being no further comments, the mayor closed the Public Hearing at 6:18 p.m.

Upon completion of discussion, a motion was made by Council Member Shell to approve 2023-11, as presented, with the addition of a definition of Adverse Effect to be included for second reading. The motion carried unanimously (4-0).

- 7.2.** Hold a public hearing and consider action on Ordinance 2023-12, regarding a request to change zoning (case ZA-23-002) for a property located at 110 Old Kyle Rd, Wimberley, TX, from Commercial Moderate Impact (C-2) to Commercial High Impact (C-3) . *(Nathan Glaiser, Director of Planning and Public Works)*

Nathan Glaiser, Director of Planning and Public Works, provided a presentation related to a request to change zoning for a property located at 110 Old Kyle Road from Commercial Moderate Impact (C-2) to Commercial High Impact (C-3). The C-2, commercial 2 district is established to provide areas for shopping and service facilities for the retail sales of goods and services. The C-3, commercial 3 district is established to provide areas for more intense and concentrated shopping and service facilities for the retail sales of goods and services. These shopping areas shall utilize established landscape and buffering requirements. The C-3 district should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.

Mayor Fulkerson opened the Public Hearing at 6:32 p.m.

Connie Glasscox, applicant and owner of Lucky Kidd, LLC, spoke in support of this request. She spoke about the parking at this location, the outsourcing of food as they will not have a full kitchen, and their intent of making this a community area. They also spoke in the letter of opposition from the church and they are willing to cooperate and work with them to ensure their hours do not interfere with the church in any way.

Suzanne Oliver stated she is not in opposition to the zoning change but expressed concern about the parking and higher impact in this area.

There being no further comments, the mayor closed the Public Hearing at 6:38 p.m.

Upon completion of discussion, a motion was made by Council Member Cohen, seconded by Council Member Sheffield to approve Ordinance 2023-12, as presented. The motion carried unanimously (4-0).

- 7.3.** Hold a public hearing and consider action on Ordinance 2023-13, regarding an application for a

Conditional Use Permit (CUP-23-004) to allow for the operation of a bar/tavern at 110 Old Kyle Rd, Wimberley, TX. *(Nathan Glaiser, Director of Planning and Public Works)*

Nathan Glaiser, Director of Planning and Public Works, provided a presentation related to an application for a Conditional Use Permit that would allow for the operation of a bar/tavern at 110 Old Kyle Road. He provided previous use of the property, request for future use and construction plans for a patio deck. He stated the applicants do intend to construct a stage that is not in the current application.

Mayor Fulkerson opened the Public Hearing at 6:53 p.m.

Suzanne Oliver, inquired about the use and construction of a stage with regards to bands and noise and she wants to ensure this venue would comply with the city's noise ordinance.

Greg McBride, co-applicant, stated this application was submitted without the structure and at this time a structure will not be constructed.

There being no further comments, the mayor closed the Public Hearing at 6:58 p.m.

Upon completion of discussion, a motion was made by Council Member Cohen, seconded by Council Member Chiles, to approve Ordinance 2023-13, as presented. The motion carried unanimously (4-0).

- 7.4.** Hold a public hearing and consider action on Ordinance 2023-14, regarding an application for a Conditional Use Permit (CUP-23-006) to allow for the operation of a Vacation Rental (STR2) on a property located at 13500 Ranch Road 12, STE A, Wimberley, TX. *(Nathan Glaiser, Director of Planning and Public Works)*

Council Member Teresa Shell recused herself, and completed a disclosure form, as she is the applicant for this conditional use permit request.

Nathan Glaiser, Director of Planning and Public Works, provided a presentation regarding a request for a Conditional Use Permit to allow for the operation of a vacation rental on property located at 13500 Ranch Road 12. The property is 0.39 acres and zoned Commercial – Low Impact (C-1). The applicants are requesting a maximum occupancy of six guests. This property is connected to the city sewer.

Mayor Fulkerson opened the Public Hearing at 7:07 p.m. There being no comments, the mayor closed the Public Hearing at 7:07 p.m.

A motion was made by Council Member Sheffield, seconded by Council Member Cohen, to approve Ordinance 2023-14, as presented. The motion carried by a vote of 3-0-1, with Council Member Shell recusing.

- 7.5.** Hold a public hearing and consider action on Ordinance 2023-15, regarding an application for a Conditional Use Permit (CUP-23-007) to allow for the operation of a Vacation Rental (STR2) on a property located at 13310 Ranch Road 12, Wimberley, TX. *(Nathan Glaiser, Director of Planning and Public Works)*

Council Member Teresa Shell recused herself, and completed a disclosure form, as she is the applicant for this conditional use permit request.

Nathan Glaiser, Director of Planning and Public Works, provided a presentation related to an application for a Conditional Use Permit that would allow for the operation of a vacation rental at 13310 Ranch Road 12. The property is 0.84 acres and zoned Commercial – Low Impact (C-1). The applicants are requesting a maximum occupancy of 8 guests. This property is connected to city sewer.

Mayor Fulkerson opened the Public Hearing at 7:10 p.m. There being no comments, the mayor closed the Public Hearing at 7:10 p.m.

A motion was made by Council Member Chiles, seconded by Council Member Sheffield, to approve Ordinance 2023-15, as presented. The motion carried by a vote of 3-0-1, with Council Member Shell recusing.

8. DISCUSSION AND POSSIBLE ACTION

- 8.1.** Discuss and consider possible action regarding a request to permit a temporary structure located at 101 Rhodes Lane, Wimberley, Texas. (*Nathan Glaiser*)

Nathan Glaiser, Director of Planning and Public Works, presented a request by applicant Allison Schwabe, Lucky 4 Shamrock, to place a food truck at 101 Rhodes Lane. The business is Wimberley Shaved Ice. This business is currently operating out of a small building in the same location. The applicants plan is to move operations to the food truck. Per City of Wimberley ordinance Article 4.04, all temporary structures must have prior approval by City Council.

A motion was made by Council Member Sheffield, seconded by Council Member Chiles, to approve the request to permit a temporary structure at 101 Rhodes Lane. The motion carried unanimously (4-0).

- 8.2.** Discuss and consider possible action regarding a contract between the City of Wimberley and Friends of Blue Hole. (*Richard Shaver, Parks Director*)

A motion was made by Council Member Chiles, seconded by Council Member Cohen to postpone item 8.2 to the next City Council meeting. The motion carried unanimously (4-0).

- 8.3.** Discuss and consider possible action regarding an annual sponsorship policy. (*Richard Shaver, Parks Director*)

A motion was made by Council Member Chiles, seconded by Council Member Cohen to postpone item 8.3 to the next City Council meeting. The motion carried unanimously (4-0).

- 8.4.** Discuss and consider possible action regarding special-use agreements with the Wimberley Community Center. (*Richard Shaver, Parks Director*)

A motion was made by Council Member Chiles, seconded by Council Member Cohen to postpone item 8.4 to the next City Council meeting. The motion carried unanimously (4-0).

- 8.5.** Discuss and consider a date, location and, if necessary, a consultant for the City of Wimberley Fiscal Year 2024 Goals and Priorities Workshop.

Tammy Heller, City Secretary, stated the staff is seeking guidance on the annual goal/priority workshop regarding the date, location, and possible consultant. Upon completion of discussion, the council consensus was to utilize a consultant and to send out a poll to identify any dates that could accommodate schedules. Mrs. Heller stated an email would be sent out to identify possible dates and would reach out to consultants.

9. CITY COUNCIL REPORTS

- 9.1.** Announcements

Tim Patek, City Administrator, stated he would be attending the following:

- A. Greater San Marcos Partnership (GSMP) panel tomorrow morning
- B. Wimberley Valley Arts and Cultural Alliance (WVACA) annual event this Sunday

Tammy Heller, City Secretary mentioned the upcoming Budget Workshops. Further discussion will be held to determine best dates.

- 9.2.** Future Agenda Items

No future agenda items discussed.

10. **ADJOURNMENT**

A motion was made by Council Member Cohen, seconded by Council Member Chiles to adjourn the regular meeting at 7:27 p.m. The motion carried unanimously (4-0).

RECORDED BY:

Tammy Heller, City Secretary

APPROVED BY:

Gina V. Fulkerson, Mayor





AGENDA ITEM:	2. Consider approval of the following appointments to the Board of Adjustments: JoKathryn Quinn - appointed by Place one Council Member Rebecca Minnick Pam Tise - appointed by Place Three Council Member Chris Sheffield
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/23/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

City Council members confirmed the appointments and/or reappointment of the Board of Adjustment members for 2025.

Board of Adjustment Ordinance -

https://library.municode.com/tx/wimberley/codes/code_of_ordinances?nodeId=COWITE2023_CH9PLDEF

REQUESTED ACTION

Motion

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve the slate

ATTACHMENT/S

None



AGENDA ITEM:	3. Consider approval of the following appointments to the Ethics Review Commission: Arthur Valentine - appointed by Place one Council Member Rebecca Minnick John Dunn - appointed by Place Three Council Member Chris Sheffield Mary Espinoza - appointed by Place Five Council Member David Cohen Nancy Bowman - appointed by a consensus of Council
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/23/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

City Council members confirmed the appointments and/or reappointment of the Ethics Review Commission members which will expire June 30, 2025.

Ethics Review Commission Ordinance -

https://library.municode.com/tx/wimberley/codes/code_of_ordinances?nodeId=COWITE2023_CH2ADPE

REQUESTED ACTION

Motion

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve the slate

ATTACHMENT/S

None



AGENDA ITEM:	4. Consider approval of the following appointments to the Hotel Occupancy Tax Advisory Committee: Brian Konradi - appointed by Place one Council Member Rebecca Minnick Helena Hauk - appointed by Place Three Council Member Chris Sheffield Mac McCullough - appointed by Place Five Council Member David Cohen
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/23/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

City Council members confirmed the appointments and/or reappointment of the Hotel Occupancy Tax Committee expire June 30, 2025.

Hotel Occupancy Tax Committee Ordinance -

https://library.municode.com/tx/wimberley/codes/code_of_ordinances?nodeId=COWITE2023_CH2ADPE

REQUESTED ACTION

Motion

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve the slate

ATTACHMENT/S

None



AGENDA ITEM:	5. Consider approval of the following appointments to the Parks and Recreation Board: Anthony Deringer - appointed by Place one Council Member Rebecca Minnick Kelley Shand - appointed by Place Three Council Member Chris Sheffield Amy Crowell - appointed by Place Five Council Member David Cohen
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/23/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

City Council members confirmed the appointments and/or reappointment of the Parks and Recreation Board members a 2025.

Parks and Recreation Board Ordinance -

https://library.municode.com/tx/wimberley/codes/code_of_ordinances?nodeId=COWITE2023_CH2ADPE_

REQUESTED ACTION

Motion

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve the slate

ATTACHMENT/S

None



AGENDA ITEM:	6. Consider approval of the following appointments to the Planning and Zoning Commission Bob Clark - appointed by Place One Council Member Rebecca Minnick Vance McCracken - appointed by Place Three Council Member Chris Sheffield Michael Rambo - appointed by Place Five Council Member David Cohen
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/23/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

City Council members confirmed the appointments and/or reappointment of the Ethics Review Commission members as

Planning and Zoning Commission Ordinance -

https://library.municode.com/tx/wimberley/codes/code_of_ordinances?nodeId=COWITE2023_CH9PLDER

REQUESTED ACTION

Motion

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve the slate

ATTACHMENT/S

None



AGENDA ITEM:	7. Consider approval of the following appointments to the Transportation Advisory Board: Aaron Reed - appointed by Place One Council Member Rebecca Minnick Paul Stuffer - appointed by Place Three Council Member Chris Sheffield Ben O'Kane - appointed by Place Five Council Member David Cohen
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/23/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

City Council members confirmed the appointments and/or reappointment of the Transportation Advisory Board members 2025.

Transportation Advisory Board Ordinance -

https://library.municode.com/tx/wimberley/codes/code_of_ordinances?nodeId=COWITE2023_CH2ADPE_

REQUESTED ACTION

Motion

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve the slate

ATTACHMENT/S

None



AGENDA ITEM:	1. Hold discussion and consider action on Ordinance 2023-11, on the second of two readings, to amend Chapter 9, Planning and Development Regulations of the City of Wimberley Code of Ordinances, by amending the regulation of Historic Properties and Districts and creating a procedure for the designation of Historic Landmarks and Historic Districts; repealing all ordinances or sections of ordinances in conflict; providing for severability, and providing an effective date. <i>(Nathan Glaiser, Director of Planning and Public Works)</i>
SUBMITTED BY:	Nathan Glaiser
DATE SUBMITTED:	05/23/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The council held a Public Hearing and approved Ordinance 2023-11 on the first of two readings at their meeting held on May 18, 2023. This approval was on the condition of including a definition of Adverse Effect. This has been included on page 2 of the attached ordinance.

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

Approve Ordinance as presented

ATTACHMENT/S

1. Ordinance No. 2023-11 Historic Preservation Ordinance

ORDINANCE NO. 2023-11

AN ORDINANCE AMENDING CHAPTER 9, PLANNING AND DEVELOPMENT REGULATIONS, OF THE CITY OF WIMBERLEY CODE OF ORDINANCES, BY AMENDING THE REGULATION OF HISTORIC PROPERTIES AND DISTRICTS AND CREATING A PROCEDURE FOR THE DESIGNATION OF HISTORIC LANDMARKS AND HISTORIC DISTRICTS; REPEALING ALL ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Texas Local Government Code Chapter 211 (the “Code”) specifically authorizes zoning functions and procedures for municipalities; and

WHEREAS, Section 211.003(b) of the Code provides that in the case of designated places and areas of historical, cultural, or architectural importance and significance, the governing body of a municipality may regulate the construction, reconstruction, alteration, or razing of buildings and other structures; and

WHEREAS, Section 211.005(a) of the Code authorizes the governing body of a municipality to divide the municipality into districts, within which the governing body may regulate the erection, construction, reconstruction, alteration, repair, or use of buildings, other structures, or land and within which zoning regulation must be uniform for each class or kind of building in a district; however, zoning regulations may vary from district to district; and

WHEREAS, the City Council of the City of Wimberley (the “City Council”) believes that the protection and perpetuation of landmarks and districts of historical significance is necessary to promote the economic, cultural, and educational welfare of the residents of the City; and

WHEREAS, the City Council hereby finds and declares that as a matter of public policy the protection, enhancement, and perpetuation of landmarks and districts of historical and cultural importance and significance is necessary to promote the economic, cultural, educational, and general welfare of the public; and

WHEREAS, the City Council hereby finds and declares that the adoption of the regulations provided for in this ordinance will (a) protect and enhance the landmarks and districts which represent distinctive elements of Wimberley’s historic, architectural, and cultural heritage; (b) foster civic pride in the accomplishments of the past; (c) protect and enhance Wimberley’s attractiveness to visitors and the support and stimulus to the economy thereby provided; (d) insure the harmonious, orderly, and efficient growth and development of the city that is sensitive to its historic resources; and (e) promote economic prosperity and welfare of the community by encouraging the most appropriate use of historic properties within the city; and

WHEREAS, pursuant to the Code, the City Council has given due public notice of hearings related to the designation of historical landmarks and historical districts and the regulations proposed in such an ordinance.

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

Section 1 Amending Sec 9.02.008 Definitions and Interpretations.

Add the following definitions to Sec.9.02.008 Definitions and Interpretations:

Adverse Effect. Historic property is present and proposed project as planned will alter or destroy its historic characteristics or integrity.

Architectural Details. Small details like moldings, carved woodwork, etc. that add character to a building.

Alteration. Any act or process that changes one or more historic, architectural, or physical features of an area, site, place, and/or structure including, but not limited to the erection, construction, reconstruction, or removal of any structure.

Applicant. A person seeking a designation or authorization under this Chapter or the person's designated and duly authorized agent or representative, including but not limited to the property owner, occupant of the site, the Planning and Zoning Commission or City Council.

Certificate of Appropriateness. An order issued by the Planning and Zoning Commission indicating approval of plans for alteration, construction, or removal affecting a designated landmark or property within a designated district.

Design Guidelines. Guidelines of appropriateness or compatibility of building design within a community or historic district.

Design review. The decision-making process conducted by the Planning and Zoning Commission or an appointed historic preservation officer that is guided by established terms.

Determination of Significance. A determination based on the importance of a historic property as defined by criteria found in Sec. 9.03.255(f).

Economic Hardship. An onerous and excessive financial burden, not created by the owner, which destroys reasonable and beneficial use of the property. For commercial properties the ability to make a reasonable income does not mean the highest and best use.

Exterior Architectural Feature. The architectural style and general arrangement of such portion of the exterior of a structure as is open to the view from a public way.

Historic District. A contiguous or non-contiguous geographically and locally defined area that possesses a significant concentration, linkage, or continuity of buildings, objects, sites, structures, or landscapes united by past events, periods, or styles of architecture, and that, by reason of such factors, constitute a distinct section of the City.

Historic Landmark. Any site, building, structure, or landscape of historic significance designated by

the City pursuant to this Division.

Historic Preservation. The protection, reconstruction, rehabilitation, repair and restoration of places and structures of historic, architectural, or archaeological significance.

Historic Resource. Any building, structure, object or site that is 50 years or older or any resource that has been identified as a high or medium priority because of its unique history or architectural characteristics.

Integrity. The authenticity of a property's historic identity, evidenced by survival of physical characteristics that existed during the property's historic or prehistoric period.

Inventory. A list of historic properties that have been identified and evaluated as meeting specified criteria of significance.

National Register of Historic Places. The nation's official list of buildings, districts, and sites (including structures and objects) significant in American history and culture, architecture, archeology, and engineering maintained by the National Park Service and administered on a state-wide basis by the Texas Historical Commission. Restrictions on these properties exist only when there is an undertaking that uses federal funds or that requires a federal permit or license.

Object. A physical item associated with a specific setting or environment that is movable by nature or design, such as statuary in a designed landscape. The term object is used to distinguish from buildings and structures those constructions that are primarily artistic in nature or are relatively small in scale and simply constructed.

Ordinary Maintenance. The repair of any exterior or architectural feature of a landmark or property within a historic district which does not involve a change to the architectural or historic value, style, or general design. In-kind replacement or repair is included in this definition of ordinary maintenance.

Owner. The individual, corporation, partnership, or other legal entity in whom is vested the ownership, dominion, or title of property and who is responsible for payment of ad valorem taxes on that property; including a Lessor or Lessee if responsible for payment of ad valorem taxes.

Preservation. The stabilization of an historic building, its materials and features in their present condition to prevent future deterioration. Preservation focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

Reconstruction. The act or process of reproducing by new construction the exact form and detail of a vanished building as it appeared at a specific period of time.

Recorded Texas Historical Landmark. A state designation for buildings important for their historical associations and which have retained a high degree of their original historic fabric. They must be at least 50 years of age and retain their original exterior appearance. State historical landmarks receive greater legal protection than National Register of Historic Places designations.

Rehabilitation. The act or process of returning a property to a state of utility through repair or alteration that makes possible an efficient contemporary use while preserving those portions or features of the property that are significant to its historical, architectural, and cultural values.

Restoration. Returning a property to a state indicative of a particular period of time in its history, while removing evidence of other periods.

Site. The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historical, cultural, or archaeological value regardless of the value of any existing structure.

State Archaeological Landmark. A designation made by the Texas Historical Commission and, in the case of privately owned property, with the landowner's permission. Although called "archaeological" landmarks, this designation can include buildings as well as archaeological sites. For a building to be designated as a State Archaeological Landmark, it must first be listed on the National Register of Historic Places. Damage to a State Archaeological Landmark is subject to criminal, not civil, penalties.

Structure. A term used to distinguish specific types of functional constructions from buildings that are usually made for purposes other than creating shelter.

Zoning. The City's adopted zoning code and regulations.

Section 2. Amending 9.03.253(f) Powers and Duties

Add the following:

(3) Review and act on the designation of Landmarks and the delineation of Districts, subject to approval by the City Council. Monitor and report to the Texas Historical Commission all actions affecting any Recorded Texas Historic Landmark, State Archaeological Landmark, National Register property and any locally designated Landmark, as deemed necessary. Review and take action on all Certificates of Appropriateness applications for compliance with adopted Design Guidelines pursuant to this Division. Review and take action on all appeals on action taken regarding the administrative review of Certificates of Appropriateness applications for compliance with adopted Design Guidelines pursuant to this Division. Develop, prepare and adopt specific Design Guidelines which shall be ratified by the City Council, for use in the review of all Certificates of Appropriateness applications. Recommend to City Council the acquisition of endangered Landmarks by demolition where its preservation is essential to the purpose of this Article and where private preservation is not feasible. Provide comment to the Texas Historical Commission on any federal undertakings (projects utilizing federal funds or requiring a federal permit) pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended

Section 3. Chapter 9 of the Wimberley Code of ordinances is hereby amended to add: Section 9.03.255 Historic Preservation Overlay District; HD (Historic Districts) HL (Historic Landmarks)

(a) *General Purpose and Description.* The Historic Overlay Districts are intended to protect and

enhance the landmarks and districts which represent distinctive elements of Wimberley's historic, architectural, and cultural heritage; to foster civic pride in the accomplishments of the past; to protect and enhance Wimberley's attractiveness to visitors and the support and stimulus to the economy thereby provided; to insure the harmonious, orderly, and efficient growth and development of the city that is sensitive to its historic resources; and to promote economic prosperity and welfare of the community by encouraging the most appropriate use of historic properties within the city.

- (b) *Limits of Overlay.* Application of this overlay shall be limited to properties within a given boundary as described by a legal description and/or illustrated in an attached map.
- (c) *Permitted uses.* Permitted uses shall be governed by the underlying zoning.
- (d) *Site Development Standards.* The site development standards are the same as the underlying zoning except for the additional requirements and conditions as described in the specific Historic District Design Guidelines.
- (e) *City Administrator.* The City Administrator or its designee shall appoint a qualified person to serve as Historic Preservation Officer (HPO).
 - (1) Administer these regulations and advise the Commission on matters submitted to it.
 - (2) Receive and review applications pursuant to this Division to ensure their completeness.
 - (3) Review and forward with any recommendation's applications for Certificates of Appropriateness subject to review by the Commission pursuant to the Design Guidelines.
 - (4) Review and take action on all applications that qualify for Administrative Review pursuant to the Design Guidelines.
- (f) *Criteria for Designation of Local Historic Landmarks and Districts.* To be considered for historic designation of individual Landmark or Historic District will meet the following criteria.
 - (1) An individual Landmark will meet the criteria of a Determination of Significance if it is at least fifty (50) years old and it substantially complies with two or more of the following:
 - a. Possesses significance in history, architecture, archeology, and culture.
 - b. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history.
 - c. Represents the work of a master designer, builder, or craftsman.
 - d. Embodies the distinctive characteristics of a type, period, or method of construction.
 - e. Represents an established and familiar visual feature of the city.
 - f. Associated with an antiquated use due to technological or social changes, such as, but not limited to, a blacksmith's shop or railroad trestle.
 - (2) A Historic District may be designated if it substantially complies with both of the

following:

- a. Contains properties and an environmental setting which meet two or more of the criteria for designation of a landmark, and;
 - b. Constitutes a distinct section of the city.
- (g) *Designation of Historic Landmarks and Historic Districts Overlays*. The process for designation of Overlay Districts shall follow the process as outlined in Sec. 9.03.255.
- (h) *Minimum Maintenance Standards*. No owner or person with an interest in real property designated as a Landmark or a property located within a District shall permit the property to fall into a serious state of disrepair so as to result in the significant deterioration of any exterior architectural feature which would, in the judgment of the HPO, create a detrimental effect upon the historic character of the Landmark or District. Examples of serious disrepair or significant deterioration include:
 - (1) Deterioration of exterior walls, foundations, or other vertical support that causes leaning, sagging, splitting, listing, or buckling.
 - (2) Deterioration of external chimneys that causes leaning, sagging, splitting, listing, or buckling.
 - (3) Deterioration or crumbling of exterior plaster finishes, surfaces or mortars.
 - (4) Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors.
 - (5) Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint or other protective covering.
 - (6) Rotting, holes, and other forms of material decay.
 - (7) Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling.
 - (8) Deterioration that has a detrimental effect upon the special character of the district as a whole or the unique attributes and character of the contributing structure.
 - (9) Deterioration of any exterior feature so as to create or permit the creation of any hazardous or unsafe conditions to life, health, or other property.
- (i) *Ordinary Maintenance*. Nothing in these regulations shall be construed to prevent the ordinary maintenance and repair of any exterior architectural feature of a landmark or property within a historic district which does not involve a change in design, material, or outward appearance that require the issuance of a building permit. In-kind repair/replacement and repainting is included in this definition of ordinary maintenance unless painting involves an exterior masonry surface that was not previously painted. The HPO shall be in charge of making the decisions as to what is "ordinary maintenance."
- (j) *Certificates of Appropriateness for Alterations or New Construction Affecting Landmarks or Historic Districts*. No person shall carry out any construction, reconstruction, alteration, restoration, rehabilitation, or relocation of any Landmark or any property within a District, nor shall any person make any material change in the light fixtures,

signs, sidewalks, fences, steps, paving, or other exterior elements visible from a public right-of-way which affect the appearance and cohesiveness of any Landmark or any property within a District without a Certificate of Appropriateness application. The application must be reviewed and approved by the City Administrator or Commission prior to the issuance of any building permit involving any Landmark or property located within a District. The application shall be required in addition to, and not in lieu of, any required building permit.

- (k) *Review Criteria for Certificates of Appropriateness for Alterations or New Construction Affecting Landmarks or Historic Districts.* In considering an application for a Certificate of Appropriateness, the HPO and the Planning and Zoning Commission shall review it for compliance with *The Secretary of the Interior's Standards for Rehabilitation* and any applicable adopted Design Guidelines approved by the City Council.
- (l) *Procedure for Certificates of Appropriateness for Alterations or New Construction Affecting Landmarks or Historic Districts.* The procedure for obtaining a Certificate of Appropriateness may be initiated by the individual property owner(s) of the subject Landmark or for a property located within a District. The application must be submitted for review and approved by the HPO or the Commission prior to the commencement of any work. An application for Certificate of Appropriateness shall be made on forms as prescribed by the City and shall be filed along with fees in accordance with the City's fee schedule.

(1) Design review affecting Landmarks and properties located in Districts.

- a. Upon receipt of a completed Certificate of Appropriateness application as determined by the HPO, the HPO shall review the application for a preliminary determination of compliance with the Secretary of the Interior's Standards for Rehabilitation and any applicable adopted Design Guidelines. If the application meets the Secretary of Interior's Standards or the Design Guidelines the City Administrator may administratively approve the C of A if the proposed work falls within the scope laid out in the Design Guidelines of work eligible for administrative approval.
- b. Upon receipt of a completed Certificate of Appropriateness and a preliminary determination of compliance, the HPO shall schedule a public hearing at a regularly scheduled Commission meeting of all work that is not subject to administrative approval as determined in the Design Guidelines.
- c. The Commission shall review the application at a regularly scheduled meeting. At that time, the applicant shall have an opportunity to be heard, present testimony and evidence to demonstrate that the proposed work complies with the Secretary of the Interior's Standards for Rehabilitation and any adopted Design Guidelines. Other interested parties and technical experts may also present testimony or documentary evidence which will become part of a record. The burden of proof shall be upon the applicant.
- d. The Commission may take action to approve, postpone requesting additional information or deny the application.
- e. If approved, the HPO shall issue a Certificate of Appropriateness to the applicant with the written findings of fact, and any specific conditions of

approval (if any) supporting the decision. No subsequent changes shall be made to the approved design without the prior review and approval of the HPO. An applicant shall have one (1) year from the date of issuance of a Certificate of Appropriateness to secure a building permit for the specified improvements or it shall become null and void.

- f. If the Commission finds the proposed work will have an Adverse Effect on the Landmark, or property located within a District, or if the proposed work is inconsistent with the Secretary of the Interior's Standards for Rehabilitation or any applicable adopted Design Guidelines, the Commission shall advise the applicant at the hearing of the disapproval of the application and of any changes to the application which are necessary to approval of the same. The HPO shall provide the applicant in writing of the disapproval of the application and of any changes to the application which are necessary for approval of the same. A Certificate of Appropriateness application that has been denied may not be resubmitted without incorporating changes to the application which are necessary for approval of the same.
- g. The applicant may appeal the decision to the City Council. Appeal requests shall be filed in writing to the HPO within ten (10) days of the Commission's decision.
- h. The City Council shall give notice, follow publication procedure, hold hearings, and make its decision in the same manner as provided in the general zoning regulations of the city.

(m) *Demolition of Landmarks or Property within a Historic District.* It is the intent of this and succeeding sections to preserve the historic and architectural resources of the city through limitations on demolition and removal of Landmarks to the extent it is economically feasible, practical, and necessary. The demolition or removal of historic buildings, structures and sites in the city diminishes the character of the city's historic Districts and it is strongly discouraged. Instead, the city recommends and supports preservation, rehabilitation and relocation within a Historic District. It is recognized however that structural deterioration, economic hardship and other factors not entirely within the control of the property owner may result in the necessary demolition or removal of a historic building structure or site.

(1) Removal or repair of hazardous or dangerous Landmarks.

- a. If the City's building official determines a Landmark to be structurally unsound and a hazardous or dangerous building pursuant to any appropriate regulation, the building official shall be required to provide written notice to the HPO and the Commission of the ordered removal or repair of the Landmark prior to taking such action.
- b. Upon notification of the City building official the owner shall take immediate steps to comply with the building officials directives, including but not limited to the placement of a security fence around the subject structure in such a manner as to protect the public from danger.
- c. The HPO shall convene experts such as architects and structural engineers familiar with historic buildings to assess the situation and

suggest alternatives to demolition.

(n) *Certificates of Appropriateness for Demolition Affecting Landmarks or Historic Districts.*

No person shall carry out the demolition of a Landmark or property within a District, including secondary buildings and landscape features that are not previously deemed a hazardous or dangerous building by the building official, or without the review and approval of a Certificate of Appropriateness for Demolition application by the Commission. The application shall be required in addition to, and not in lieu of, any required building permit. All demolition permits require a sixty-day stay of demolition to allow for exploration of options to preserve the structure.

(1) In the absence of a determination by the City's building official of the subject property as a hazardous or dangerous building, the Commission may consider an application for a Certificate of Appropriateness for Demolition of a Landmark or property located within a District, only if it meets compliance with one of the following:

- a. The subject property of the application is not a recognized Landmark.
- b. The subject building, structure or object is not an accessory building and/or landscape features that is integral to the historic interpretation or integrity of the Landmark.
- c. The applicant is requesting a Certificate of Appropriateness for Demolition of a Landmark on the basis of Economic Hardship pursuant to (o) and (p) of this section.
- d. The subject building, structure or object has lost its architectural significance and integrity over time for reasons not entirely within the control of the current or previous property owner(s).

(o) *Procedure for Certificates of Appropriateness for Demolition Affecting Landmarks or Historic Districts.* The procedure for obtaining a Certificate of Appropriateness for Demolition may be initiated by the individual property owner(s) of the subject Landmark or property within a District. The application must be submitted to the HPO for review and approval by the Commission prior to the commencement of any work.

(1) The application shall contain:

- a. Name, address, telephone number of applicant, and physical address of the individual property.
- b. Site plan of the individual property or map indicating the area of the proposed demolition showing all affected buildings and/or structures on the site.
- c. Photographs of existing conditions as well as any historical photographs, if available.
- d. All future development plans for the property, if available.
- e. Any other information which the Commission may deem necessary.

(2) An individual property that is under review by the City for a Certificate of Appropriateness for Demolition shall be protected by and subject to all of the

provisions governing demolition, minimum maintenance standards and penalties until a final decision by the Commission Becomes effective.

(3) The procedure for a Certificate of Appropriateness for Demolition application involving a claim of Economic Hardship shall be as follows:

- a. Upon receipt of a completed Certificate of Appropriateness for Demolition application, the HPO shall review the application for a preliminary determination of compliance with the standards for Economic Hardship and the criteria for review.
- b. Upon receipt of a completed Certificate of Appropriateness involving a claim of Economic Hardship and a preliminary determination of compliance, the HPO shall schedule a public hearing at a regularly scheduled Commission Meeting. The owner shall be required to stabilize and secure the property subject to the penalties of this Article until a final decision by the Commission becomes effective.
- c. The Commission shall conduct its initial review of the application at a regularly scheduled meeting. At that time, the applicant shall have an opportunity to be heard, present testimony and evidence to demonstrate that standards for Economic Hardship and the criteria for review have been met. Other interested parties and technical experts may also present testimony or documentary evidence which will become part of a record. The burden of proof shall be upon the applicant.
- d. In considering the application, the Commission shall take action to postpone the application to establish a Stay of Demolition period, during which time the owner shall allow the city to post a sign stating that the property is subject to demolition. Said sign shall be at least three feet by two feet 3 X 2 readable from a point of public access and state that more information may be obtained from the HPO for the duration of the stay. The owner shall conduct in good faith with the city local preservation organizations and interested parties a diligent effort to seek an alternative that will result in the rehabilitation of the Landmark. Negotiations may include but are not limited to such actions to utilize various preservation incentive programs to sell or lease the Landmark or facilitate proceedings for the city to acquire the Landmark under its power of eminent domain, if appropriate, and financially possible. If negotiations are successful, the Certificate for Demolition application shall be considered withdrawn, and all associated applications closed.
- e. At the end of the one hundred and eighty (180) days, if prior negotiations are unsuccessful and the request for demolition stands, the HPO shall schedule a second public hearing on the application at the next available regularly scheduled Commission meeting.
- f. At the end of the second hearing, the Commission may take action to approve, postpone requesting additional information or deny the application. If no hearing has been scheduled within sixty (60) working

days of the end of the stay period, a Certificate of Appropriateness shall be deemed issued and the HPO shall advise the applicant in writing.

- g. If approved, the HPO shall issue a Certificate of Appropriateness to the applicant with the written findings of fact, and any specific conditions of approval (if any) supporting the decision. The approval shall be valid for one (1) year from the hearing date of the Commission's final decision. The historic property shall immediately be removed from the city's inventory of historic properties and the official zoning maps of the city.
 - h. Prior to demolition, the city may as a condition of approval require the owner to provide documentation of the demolished historic property at the owner's expense in accordance with the standards of the Historic American Building Survey (HABS). Such documentation may include photographs, floor plans, measured drawings, an archeological survey, or other information as specified.
 - i. Approval for the demolition of a structure may be conditioned upon the construction of an acceptable replacement structure, or landscape or park plan. A bond or other financial guarantee in the amount of the cost of the replacement structure may be required in order to assure the construction of the replacement structure, or park, or landscape plan.
 - j. The city may also require the owner to incorporate an appropriate memorialization of the building, structure, or site such as a photographic display or plaque into any proposed future development project on the property.
 - k. Denial of a Certificate of Appropriateness application for Demolition involving Economic Hardship shall prevent the owner from demolishing the property or reapplying for another Certificate of Appropriateness application for Demolition for a period of three (3) years from the hearing date of the Commission's final decision unless substantial changes in circumstances have occurred other than resale of the property or those caused by acts beyond the control of the owner. It shall be the responsibility of the owner to stabilize and maintain the minimum maintenance standards for the property so as not to create a hazardous or dangerous building.
 - l. The owner may appeal the decision of the Commission to the City Council. Appeal requests shall be filed in writing to the HPO within ten (10) days of the Commission's decision. The City Council shall give notice, follow publication procedure, hold hearings, and make its decision in the same manner as provided in the general zoning regulations of the city.
- (p) *Economic Hardship involving Certificates of Appropriateness for Demolition Affecting Landmarks or property within a Historic District.* No Certificate of Appropriateness for Demolition involving a claim of Economic Hardship may be approved, nor shall a

demolition permit be issued by the city unless the owner proves compliance with the following standards for Economic Hardship:

- (1) The property is incapable of earning a reasonable return in its current or rehabilitated state, regardless of whether that return represents the most profitable return possible.
- (2) The property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return.
- (3) Earnest and reasonable efforts to find a purchaser interested in acquiring the property and preserving it have failed.
- (4) The structure cannot be moved or relocated to another site similar site or within the district.
- (5) The criteria for review in considering claims of economic hardship for non-income producing properties can be adopted by the Commission. Non-income properties shall consist of owner-occupied single-family dwellings and non-income producing institutional properties. All standards for review shall be made available to the owner prior to the hearing. The information to be considered by the city may include but not be limited to the following:
 - a. Purchase date price and financing arrangements
 - b. Current market value
 - c. Form of ownership
 - d. Type of occupancy
 - e. Cost estimates of demolition and post demolition plans for development.
 - f. Maintenance and operating costs
 - g. Inspection report by licensed architect or structural engineer having experience working with historic properties.
 - h. Costs and engineering feasibility for rehabilitation
 - i. Property tax information
 - j. Rental rates and gross income from the property
 - k. Other additional information as deemed appropriate.
- (6) Claims of Economic Hardship by the owner shall not be based on conditions resulting from:
 - a. Evidence of demolition by neglect or other willful and negligent acts by the owner
 - b. Purchasing the property for substantially more than market value at the time of purchase
 - c. Failure to perform normal maintenance and repairs.
 - d. Failure to diligently solicit and retain tenants.

e. Failure to provide normal tenant improvements.

(q) *Enforcement.* All work performed pursuant to a certificate of appropriateness issued under these regulations shall conform to any requirements included therein. It shall be the duty of the City building official to inspect periodically any such work to assure compliance. In the event work is not being performed in accordance with the certificate of appropriateness, or upon notification of such fact by the Commission and verification by the HPO, the City building official shall issue a stop work order and all work shall immediately cease. The property owner shall then be required to apply for a hearing before the Commission to explain the non-compliance. No further work shall be undertaken on the project if a stop work is in effect until a decision is rendered by the Commission on the application.

(r) *Penalties.* It shall be unlawful to construct, reconstruct, significantly alter, restore, or demolish any building or structure designated as a Landmark or in a designated District in violation of the provisions of these regulations. The City in addition to other remedies may institute any appropriate action or proceeding to prevent such unlawful construction reconstruction significant alteration or demolition to restrain correct or abate such violation or to prevent any illegal act business or maintenance in and about such premises including acquisition of the property.

(1) Any person, firm or corporation violating any provision of this division shall be guilty of a class C misdemeanor punishable by a fine of not less than two hundred and fifty dollars (\$250.00 or more than two thousand dollars (\$2,000.00). Each day the violation continues shall be considered a separate offense. Such remedy under this section is in addition to the abatement restitution.

Section 4. Severability Clause

Should any paragraph, phrase, sentence, or clause of this ordinance be determined to be unconstitutional, said determination shall not affect the remaining paragraphs, phrases, sentences or clauses which shall remain in full force and effect.

Section 5. Effective Date

This ordinance shall become effective after passage and publication as required by law.

PASSED AND APPROVED on First Reading this 18th day of May, 2023, by a vote of ____ (Ayes) to ____ (Nays) ____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

PASSED AND APPROVED on Second Reading this 1st day of June, 2023, by a vote of ____ (Ayes) to ____ (Nays) ____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

Gina Fulkerson, Mayor

ATTEST:

Tammy Heller, City Secretary

APPROVED AS TO FORM:

City Attorney





AGENDA ITEM:	2. Consider action on Ordinance 2023-16, amending Chapter 2, Article 2.04 – Boards, Commissions and Committees, of the Wimberley City Code by amending Section 2.04.004 (section D and G) by updating the composition of the Economic Support and Development Committee and amend wording; and providing for findings of fact, savings, severability, repealers, an effective date, and proper notice and meeting. <i>(Tammy Heller, City Secretary)</i>
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/26/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Economic Support and Development Committee met on Thursday, May 25 and proposed changing the composition from 9 members to 7 members. The committee unanimously approved this recommendation. There are currently two vacancies which would easily allow this change. All other members are interested in continuing service on the committee and those appointments will be brought forward at the June 15th City Council Meeting.

The other revision to this ordinance is a wording change that was proposed in section G from "Strategic Plan" to "Strategic Initiatives". This was unanimously approved by the committee.

REQUESTED ACTION

Motion
Ordinance

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve the recommendation by the committee and amend this ordinance as presented.

ATTACHMENT/S

1. Ordinance 2023-16 (Sec. 2.04.004 - ESDC Ordinance Amendment)

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS AMENDING CHAPTER 2, ARTICLE 2.04 – BOARDS, COMMISSIONS AND COMMITTEES, OF THE WIMBERLEY CITY CODE BY AMENDING SECTION 2.04.004 (SECTION D AND G) BY UPDATING THE COMPOSITION OF THE ECONOMIC SUPPORT AND DEVELOPMENT COMMITTEE AND AMEND WORDING; AND PROVIDING FOR FINDINGS OF FACT, SAVINGS, SEVERABILITY, REPEALERS, AN EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council passed and approved Ordinance No. 2020-19, which created, “Section 2.04.004 of Article 2.04 of the Codified Ordinances of the City of Wimberley; this section was amended by Ordinance No. 2022-06 pertaining to the composition; and

WHEREAS, the “Section 2.04.004 of Article 2.04” is hereby to be amended as set forth below; and

WHEREAS, the City recognizes its responsibility and authority to impose ordinances and controls that are necessary for the government of the City, its interests, welfare, and good order of the City as a body politic.

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

Section 1. Section 2.04.004 entitled “Economic Support and Development Committee”, Subsection (d) “Memberships; Meetings”, of Article 2.04, BOARDS, COMMISSIONS, AND COMMITTEES of the Codified Ordinances of the City of Wimberley is hereby amended as follows (with a ~~strike through~~ meaning such languages is deleted and an underlining meaning such language is added):

Sec. 2.04.004 Economic support and development committee

(d) Membership; meetings.

(1) Number of members.

a. The committee will have ~~nine~~seven members, one of whom will be the committee chair and one of whom will be the committee vice-chair appointed by the ~~city council~~committee.

(g) Drafting of economic strategic ~~plan~~initiatives; functions of committee

(1) To study the city's economic development status, assess opportunities, provide support for economic recovery and suggest guidelines to the city council for collaboration and growth that will effectively move the city from its current status towards future opportunities.

(2) To create a vision statement to drive future economic development.

(3) Concurrently with the creation of the strategic [plan initiatives](#), the committee will work on the following issues, which may or may not be recommended as part of the strategic [plan initiatives](#).

(A) Economic support and recovery in light of the COVID-19 pandemic's effect on the local economy;

(B) Economic growth in the Oak Drive area;

(C) Economic growth in the Old Kyle Road area;

(D) Improved connectivity throughout the community.

2. Savings.

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

3. Severability.

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

4. Repealer.

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

5. Effective Date.

This Ordinance shall immediately upon its passage, publication and other authorizations as may be required by law.

6. Proper Notice and Meeting.

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

PASSED AND APPROVED this 15th day of June, 2023, by a vote of ____ (Ayes) to ____ (Nays) ____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY

By: _____
Gina V. Fulkerson, Mayor

ATTEST:

Tammy Heller, City Secretary

APPROVED AS TO FORM:

City Attorney





AGENDA ITEM:	3. Discuss and consider possible action regarding Council Member David Cohen's request to, potentially, miss three consecutive Regular City Council Meetings in August and September 2023. <i>(Place Five - Council Member David Cohen)</i>
SUBMITTED BY:	David Cohen
DATE SUBMITTED:	05/23/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

Discussion

FINANCIAL

N/A

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	4. Discuss and consider possible action regarding a contract between the City of Wimberley and Friends of Blue Hole. <i>(Richard Shaver, Parks Director)</i>
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	05/24/2023
MEETING DATE:	June 1, 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.

Parks Board voted unanimously to recommend that City Council terminate the agreement and enter into a new agreement concerning the name of the concert series to allow additional sponsorships for the event.

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:	5. Discuss and consider possible action regarding an annual sponsorship policy. (Richard Shaver, Parks Director)
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	05/24/2023
MEETING DATE:	June 1, 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.

Parks Board voted unanimously to recommend approval of the sponsorship packet. Parks Board tasked Staff with presenting an alternative program for recognizing our non-profits and volunteers.

REQUESTED ACTION

Motion
Discussion

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



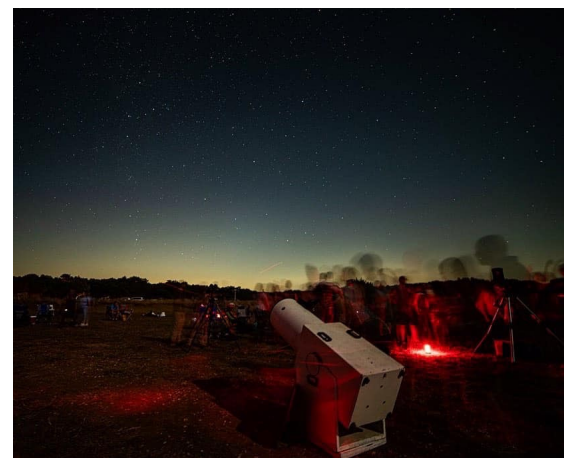
Our Media

- 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:	6. Discuss and consider possible action regarding special-use agreements with the Wimberley Community Center. (<i>Richard Shaver, Parks Director</i>)
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	05/24/2023
MEETING DATE:	June 1, 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

Parks Board voted to recommend the following changes to City Council:

- Wimberley Community Civic Club - This contract is technically null and void. The signatory did not have approval from City Council to enter into said agreement.
- Wimberley Lions Club - Honor existing contract.
- Wimberley Senior Citizens Activities, INC - Honor existing contract.
- Wimberley Valley Art League - Enter into an agreement for the free use of the Art Gallery.
- Wimberley Valley Chamber of Commerce - Recommended not entering into an agreement and offering non-profit rates for meetings and special events.

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.

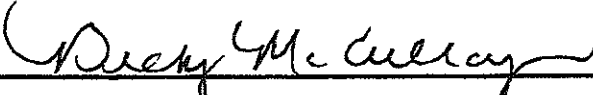
SELLING ALCOHOL – You are required to provide alcohol liability insurance and a license from the Texas Alcoholic Beverage Commission (TABC Liquor sales must by law, be conducted by an entity licensed to do so by the TABC. Copy of agreement due 15 days prior to event.

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

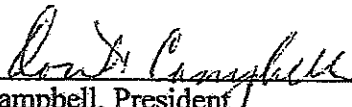
Memorandum of Understanding
between
The Wimberley Lions Club
and
The Village of Wimberley

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.

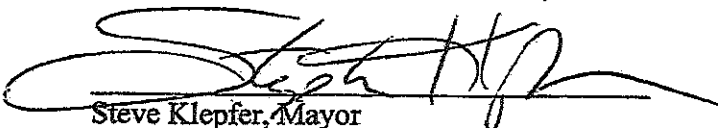
This Agreement is contingent upon the Wimberley Lions Club payment of \$60,000 toward the construction and furnishing of the Community Center and ongoing compliance throughout the term of the Agreement with the Village of Wimberley rules and regulations concerning use and occupancy of the Community Center.

Date: October 17, 2003



Don H. Campbell, President
Wimberley Lions Club

Date: October 26, 2003



Steve Klepfer, Mayor
Village of Wimberley



AGENDA ITEM:	7. Discuss, consider, and select a bidder for the Blue Heron Run Roadway Rehabilitation Project (MAINT-2023-0001). <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	05/24/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City of Wimberley has budgeted **\$155,000** from fund 300-30-6795 for capital projects for roads in FY 2022-23. The Transportation Advisory Board has listed these two (2) road projects as top priority and recommended both projects be funded in FY 2022-23 if funding is available. Requests for bids were posted to the City of Wimberley website on 4/27/23 and sent to Wimberley View on 4/27/23 & 5/4/23 for posting. Sealed bids were opened at Wimberley City Hall on Thursday, May 18, at 11:00 a.m. The City of Wimberley received three (3) bids for Blue Heron Run and two (2) bids for Spoke Hollow. Gilpin Engineering has attached bid tabs and a recommendation of award for both road projects. Additional funding will be needed to complete both road projects in the amount of **\$33,319.36** from the American Rescue Plan Fund Account Number 6751, and **\$40,000.00** from the Road Maintenance Fund Account Number 100-31-6432, for a total amount of **\$228,319.36** for both road projects. The construction of this project is eligible for American Rescue Plan Funds, which includes roadway infrastructure projects. If you have any questions or concerns, I will be glad to answer them at the June 1, 2023, City Council Meeting.

REQUESTED ACTION

Motion

FINANCIAL

\$93,734.40

STAFF RECOMMENDATION

Staff recommends City Council approval of the Base Bid in the amount of \$93,734.40 for Blue Heron Run Roadway Rehabilitation Project as recommended by Gilpin Engineering.

ATTACHMENT/S

1. BidRecommendation_BlueHeron
2. BidTab_BlueHeronRun



May 22, 2023

Nathan Glaiser
Planning and Development Coordinator
City of Wimberley

RE: Blue Heron Run Roadway Rehabilitation (#MAINT-2023-0001)
Recommendation of Award

Three (3) bids for the referenced project were received at the bid opening on May 18th, 2023:

- Alpha Paving Industries, LLC
- Lone Star Paving
- Myers Concrete Construction, LP

Bids have been tabulated, and the low bidder is **Lone Star Paving** with the following bid:

Base Bid:	\$ 93,734.40
Add Alt 1 Bid:	\$ 4,642.00
Total Bid Amount:	\$ 98,376.40

Staff recommends award of the Base Bid portion of contract for a **total amount of \$93,734.40** to **Lone Star Paving** based on evaluation of the bid response packages. Due to budget considerations staff does not recommend Add Alternate 1 as part of this contract award.

Attached for reference is the bid tabulation and copies of the low bidder's bid response package. Please feel free to call me at 512-220-8100 if you have any questions regarding this recommendation.

Chad Gilpin, PE
City Engineer

Enclosures:

- Bid Tabulation
- Lone Star Paving - Bid Response Package

							BID TAB					
					Engineer's Estimate		alpha paving Industries, LLC		Lone Star Paving		Myers Concrete Construction, LP	
	TxDOT SPEC	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE EST	AMOUNT EST	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
BASE BID	0310 6001	PRIME COAT (MULTI OPTION)	GAL	423	\$ 6.80	\$ 2,876.40	\$ 5.00	\$ 2,115.00	\$ 6.25	\$ 2,643.75	\$ 10.00	\$ 4,230.00
	0351 6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	SY	211	\$ 50.00	\$ 10,550.00	\$ 100.00	\$ 21,100.00	\$ 25.50	\$ 5,380.50	\$ 30.00	\$ 6,330.00
	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	2,111	\$ 5.00	\$ 10,555.00	\$ 7.00	\$ 14,777.00	\$ 4.40	\$ 9,288.40	\$ 5.00	\$ 10,555.00
	0500 6001	MOBILIZATION	LS	1	10%	\$ 8,808.64	\$ 5,000.00	\$ 5,000.00	\$ 6,875.00	\$ 6,875.00	\$ 8,523.00	\$ 8,523.00
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (BASE BID)	MO	1	\$ 5,000.00	\$ 5,000.00	\$ 23,000.00	\$ 23,000.00	\$ 4,375.00	\$ 4,375.00	\$ 5,419.00	\$ 5,419.00
	3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT) (4 IN)	SY	211	\$ 30.00	\$ 6,330.00	\$ 75.00	\$ 15,825.00	\$ 53.75	\$ 11,341.25	\$ 45.00	\$ 9,495.00
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT) (2 IN)	SY	2,111	\$ 25.00	\$ 52,775.00	\$ 21.00	\$ 44,331.00	\$ 25.50	\$ 53,830.50	\$ 31.00	\$ 65,441.00
	TOTAL BASE BID AMOUNT					\$96,895.04		\$126,148.00		\$93,734.40		\$109,993.00
	Engineer's Base Bid Estimate with 10% Contingency					\$106,584.54						
BASE BID-A (SUBSTITUTE HMAC TY B WITH HMAC TY D)	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (BASE BID)	MO	-1	\$ 5,000.00	\$ (5,000.00)	\$ 8,200.00	\$ (8,200.00)	\$ 4,375.00	\$ (4,375.00)	\$ 5,419.00	\$ (5,419.00)
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (ADD ALT 1)	MO	1	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 4,375.00	\$ 4,375.00	\$ 5,419.00	\$ 5,419.00
	3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT) (4 IN)	SY	-211	\$ 30.00	\$ (6,330.00)	\$ 75.00	\$ (15,825.00)	\$ 53.75	\$ (11,341.25)	\$ 45.00	\$ (9,495.00)
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT) (2 IN)	SY	-211	\$ 25.00	\$ (5,275.00)	\$ 21.00	\$ (4,431.00)	\$ 25.50	\$ (5,380.50)	\$ 31.00	\$ (6,541.00)
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT) (6 IN)	SY	211	\$ 66.80	\$ 14,094.80	\$ 106.00	\$ 22,366.00	\$ 101.25	\$ 21,363.75	\$ 76.00	\$ 16,036.00
	TOTAL BASE BID-A AMOUNT					2,489.80		\$5,910.00		\$4,642.00		\$0.00
TOTAL (BASE + BASE BID-A) BID AMOUNT					\$99,384.84		\$132,058.00		\$98,376.40		\$109,993.00	
			Engineer's Estimate with 10% Contingency									
			\$109,323.32				Red Shading = Math Error in Bid					



Required Bid Items			
Bid Bond	YES	YES	YES
Non-Collusion Statement	YES	YES	YES
References	YES	YES	YES
Conflict of Interest Statement	YES	YES	YES



AGENDA ITEM:	8. Discuss, consider, and select a bidder for the Spoke Hollow Roadway Rehabilitation Project (MAINT-2023-0002). (<i>Tim Patek, City Administrator</i>)
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	05/24/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City of Wimberley has budgeted **\$155,000** from fund 300-30-6795 for capital projects for roads in FY 2022-23. The Transportation Advisory Board has listed these two (2) road projects as top priority and recommended both projects be funded in FY 2022-23 if funding is available. Requests for bids were posted to the City of Wimberley website on 4/27/23 and sent to Wimberley View on 4/27/23 & 5/4/23 for posting. Sealed bids were opened at Wimberley City Hall on Thursday, May 18, at 11:00 a.m. The City of Wimberley received three (3) bids for Blue Heron Run and two (2) bids for Spoke Hollow. Gilpin Engineering has attached bid tabs and a recommendation of award for both road projects. Additional funding will be needed to complete both road projects in the amount of **\$33,319.36** from the American Rescue Plan Fund Account Number 6751, and **\$40,000.00** from the Road Maintenance Fund Account Number 100-31-6432, for a total amount of **\$228,319.36** for both road projects. The construction of this project is eligible for American Rescue Plan Funds, which includes roadway infrastructure projects. If you have any questions or concerns, I will be glad to answer them at the June 1, 2023, City Council Meeting.

REQUESTED ACTION

Motion

FINANCIAL

\$134,584.96

STAFF RECOMMENDATION

Staff recommends City Council approval of the Base Bid & Add Alt. 1 in the amount of \$134,584.96 for Spoke Hollow Roadway Rehabilitation Project as recommended by Gilpin Engineering.

ATTACHMENT/S

1. BidRecommendation_SpokeHollow
2. BidTab_SpokeHollow



May 22, 2023

Nathan Glaiser
Planning and Development Coordinator
City of Wimberley

RE: Spoke Hollow Rd Roadway Rehabilitation (#MAINT-2023-0002)
Recommendation of Award

Two (2) bids for the referenced project were received at the bid opening on May 18th, 2023:

- Lone Star Paving
- Myers Concrete Construction, LP

Bids have been tabulated, and the low bidder is **Lone Star Paving** with the following bid:

Base Bid:	\$ 135,406.76
Add Alt 1 Bid:	\$ -821.80
Total Bid Amount:	\$ 134,584.96

Staff recommends award of the Base Bid + Add Alt 1 portion of contract for a **total amount of \$134,584.96** to **Lone Star Paving** based on evaluation of the bid response packages.

Attached for reference is the bid tabulation and copies of the low bidder's bid response package. Please feel free to call me at 512-220-8100 if you have any questions regarding this recommendation.

Chad Gilpin, PE
City Engineer

Enclosures:

- Bid Tabulation
- Lone Star Paving - Bid Response Package

					BID TAB							
					Engineer's Estimate		Lone Star Paving		Myers Concrete Construction, LP			
					UNIT PRICE EST	AMOUNT EST	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID		
TxDOT SPEC	ITEM DESCRIPTION			UNITS	QTY							
BASE BID (REWORK 6" EXISTING BASE & ASPHALT WITH 2" HMAc TY D OVERLAY)	0251 6033	REWORK BS MTL (TY C) (6") (ORD COMP)			SY	3,113	\$ 9.00	\$ 28,017.00	\$ 16.56	\$ 51,551.28	\$ 7.00	\$ 21,791.00
	0310 6001	PRIME COAT (MULTI OPTION)			GAL	569	\$ 6.80	\$ 3,869.20	\$ 6.25	\$ 3,556.25	\$ 8.00	\$ 4,552.00
	0500 6001	MOBILIZATION			LS	1	10%	\$ 11,404.42	\$ 6,250.00	\$ 6,250.00	\$ 10,465.00	\$ 10,465.00
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (BASE BID)			MO	1	\$ 6,000.00	\$ 6,000.00	\$ 9,375.00	\$ 9,375.00	\$ 5,406.00	\$ 5,406.00
	0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)			LF	2,433	\$ 2.00	\$ 4,866.00	\$ 1.56	\$ 3,795.48	\$ 7.00	\$ 17,031.00
	0672 6009	REFL PAV MRKR TY II-A-A			EA	31	\$ 7.00	\$ 217.00	\$ 15.00	\$ 465.00	\$ 43.00	\$ 1,333.00
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)			SY	2,843	\$ 25.00	\$ 71,075.00	\$ 21.25	\$ 60,413.75	\$ 22.00	\$ 62,546.00
TOTAL BASE BID AMOUNT						\$125,448.62		\$ 135,406.76		\$123,124.00		
Engineer's Base Bid Estimate with 10% Contingency						\$137,993.48						
ADD ALT 1 (3" MILL WITH 3" HMAc TY D OVERLAY)	0251 6033	REWORK BS MTL (TY C) (6") (ORD COMP)			SY	-3,113	\$ 9.00	\$ (28,017.00)	\$ 16.56	\$ (51,551.28)	\$ 7.00	\$ (21,791.00)
	0354 6003	PLAN & TEXT ASPH CONC PAV(0" TO 3")			SY	2,843	\$ 5.70	\$ 16,205.10	\$ 7.32	\$ 20,810.76	\$ 5.00	\$ 14,215.00
	0500 6001	MOBILIZATION			LS	1	10%	\$ 1,661.81	\$ 6,250.00	\$ 6,250.00	\$ 955.00	\$ 955.00
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (BASE BID)			MO	-1	\$ 6,000.00	\$ (6,000.00)	\$ 9,375.00	\$ (9,375.00)	\$ 5,406.00	\$ (5,406.00)
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (ADD ALT 1)			MO	1	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,406.00	\$ 5,406.00
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)			SY	-2,843	\$ 25.00	\$ (71,075.00)	\$ 21.25	\$ (60,413.75)	\$ 22.00	\$ (62,546.00)
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(3 IN)			SY	2,843	\$ 35.00	\$ 99,505.00	\$ 31.29	\$ 88,957.47	\$ 33.00	\$ 93,819.00
TOTAL BASE ADD ALT 1 AMOUNT						\$ 18,279.91		\$ (821.80)		\$24,652.00		
TOTAL (BASE + ADD ALT 1) BID AMOUNT						\$143,728.53		\$ 134,584.96		\$147,776.00		
					Engineer's Estimate with 10% Contingency			\$158,101.38				

Red Shading = Math Error in Bid



Required Bid Items		
Bid Bond	YES	YES
Non-Collusion Statement	YES	YES
References	YES	YES
Conflict of Interest Statement	YES	YES



AGENDA ITEM:	9. Consider possible action on Resolution No. 08-2023, amending the 2022/2023 Operating Budget (Budget Amendment #8) that authorizes expenditures from the American Rescue Plan Fund 6751 (Outlay-Projects) and Road Maintenance Fund Account 100-31-6432 and providing an effective date. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	05/24/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

This budget amendment is for the previously approved bid selection for the Blue Heron and Spoke Hollow Road Projects.

REQUESTED ACTION

Motion
Resolution

FINANCIAL

ARPA Fund 6751 (outlay-projects) - \$33,319.36
Road Maintenance Fund (100-31-6432) - \$40,000.00

STAFF RECOMMENDATION

Approve resolution as presented

ATTACHMENT/S

1. Resolution No. XX-2023 (Budget Amendment No. 8) 06-01-2023

RESOLUTION NO. 08-2023

A RESOLUTION AMENDING THE 2022/2023 OPERATING BUDGET (BUDGET AMENDMENT NO. 8), THAT AUTHORIZES EXPENDITURES FROM THE AMERICAN RESCUE PLAN FUND 6751 (OUTLAY – PROJECTS) AND ROAD MAINTENANCE FUND ACCOUNT 100-31-6432 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2022/2023 Operating Budget.

WHEREAS, the City Council previously approved the bid for the Blue Heron Run and Spoke Hollow Roadway Rehabilitation Projects. Therefore, there is a need to amend this year's budget to reflect these expenditures.

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 2022/2023 Revenue/Operating Budget (Budget Amendment No. 8) 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 \$33,319.36

Road Maintenance Fund - Expenditures

The effect of these transactions will increase expenditures in the Road Maintenance Fund Account Number 100-31-6432 by \$40,000

Section 2

The City Council of the City of Wimberley, Texas, hereby amends the 2022/2023 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 1st day of June 2023

The City of Wimberley, Texas

Gina V. Fulkerson, Mayor

ATTEST:

Tammy Heller, City Secretary





AGENDA ITEM:	1. Announcements
SUBMITTED BY:	
DATE SUBMITTED:	05/24/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	2. Future Agenda Items
SUBMITTED BY:	
DATE SUBMITTED:	05/24/2023
MEETING DATE:	June 1, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None