



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 15, 2023 - 6:00 PM

AGENDA

1. **CALL TO ORDER** June 15, 2023, at 6:00 PM

2. **CALL OF ROLL**

3. **INVOCATION** Aaron Colyer, First Baptist Church

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. **PROCLAMATIONS/RECOGNITIONS**

6.1. Wimberley ISD Academic and Athletic Student Recognition (*Mayor Gina Fulkerson*)

7. **CONSENT AGENDA**

7.1. Consider approval of minutes from the June 1, 2023 Regular City Council Meeting. (*Tammy Heller, City Secretary*)

7.2. Approval of the May 2023 Revenue and Expenditure Report for the City of Wimberley. (*Tim Patek, City Administrator*)

7.3. Consider approval of the following appointments to the Economic Support and Development Committee:
a. Josh Smith
b. Molly Bowen
c. Phil Collins

- 7.4. Consider approval of Council Member David Cohen's appointment of Tim Dodson to the Board of Adjustment. *(Tammy Heller, City Secretary)*

8. PRESENTATION AND POSSIBLE ACTION

- 8.1. Receive a recommendation from the Transportation Advisory Board. *(Tim Patek, City Administrator)*

9. PUBLIC HEARINGS AND POSSIBLE ACTION

- 9.1. Public Hearing and consider action on an Ordinance that would amend Chapter 9 of the Wimberley Code of Ordinances, Planning and Development Regulations, pertaining to subdivision and parkland dedication. *(Tim Patek, City Administrator)*
- 9.2. Hold a Public Hearing and discuss the establishment of a Local Historic District and the adoption of Historic District Design Guidelines. *(Tim Patek, City Administrator)*

10. DISCUSSION AND POSSIBLE ACTION

- 10.1. Discuss and consider possible action regarding an annual sponsorship policy. *(Richard Shaver, Parks Director)*
- 10.2. Discuss and consider possible action regarding annual sponsorship contracts. *(Richard Shaver, Parks Director)*
- 10.3. Discuss and consider possible action related to an Interlocal Agreement between Hays County and the City of Wimberley for floodplain administration and environmental health services. *(Tim Patek, City Administrator)*
- 10.4. Consider the appointment of Tim Patek, City Administrator, as an ex-officio member of the Wimberley Valley Chamber of Commerce. *(Tim Patek, City Administrator)*

11. CITY COUNCIL REPORTS

- 11.1. Announcements
- 11.2. Future Agenda Items

12. 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 June 12, 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. Wimberley ISD Academic and Athletic Student Recognition (<i>Mayor Gina Fulkerson</i>)
SUBMITTED BY:	
DATE SUBMITTED:	05/12/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Wimberley ISD had many students perform and excel in numerous academic and athletic events in the 2022-2023 School Year. Mayor Fulkerson will recognize their achievements.

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	1. Consider approval of minutes from the June 1, 2023 Regular City Council Meeting. (<i>Tammy Heller</i> , City Secretary)
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/31/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

Motion

FINANCIAL

N/A

STAFF RECOMMENDATION

Consider minutes as presented, or amend if necessary.

ATTACHMENT/S

1. 06-01-2023 Regular Meeting Minutes



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

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

MINUTES

1. **CALL TO ORDER** June 1, 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
Rebecca Minnick, Place 1
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
Richard Shaver, Director of Parks
Charlie Zech, City Attorney

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

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

Mayor Fulkerson led the pledges of allegiance.

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.

There were no citizen comments this evening.

6. **CONSENT AGENDA**

A motion was made by Council Member Chiles, seconded by Council Member Cohen to approve the consent agenda. The motion carried unanimously (5-0), with the exception of item 6.1 (approval of meeting minutes),

which carried by a vote of 4-0-1, with Council Member Minnick abstaining due to her absence at the last meeting.

- 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)

Nathan Glaiser, Director of Planning and Public Works, reminded council that at their May 18th meeting, the approval of the first reading was on the condition that the definition of *Adverse Effect* be included for the second reading. He noted that this definition has been added.

A motion was made by Council Member Shell, seconded by Council Member Minnick to approve Ordinance 2023-11, on the second of two readings, as presented. The motion carried 5-0.

- 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*)

Tammy Heller, City Secretary, informed the City Council of the Economic Support and Development Committee's (ESDC) intent to change the composition of their committee from nine (9) to seven (7) members. The committee unanimously approved this recommendation. Mrs. Heller stated the remaining members with expiring terms are interested in continuing service and appointments will be brought forward at the next City Council Meeting.

Another amendment was suggested by the committee, that would amend wording in section (G) of the code of ordinances by changing the word "Strategic Plan" to "Strategic Initiatives". This was unanimously approved by the committee.

Council Member Minnick, stated that she would like to see the committee meet consistently. Mrs. Heller stated they have set their schedule and the committee chair has shared with the committee.

Mayor Fulkerson, wants to ensure specific topics that are requested by council to be relayed to the committee and wants to receive input on those topics in a timely manner. Mrs. Heller recommended the council inform the staff liaison of any issues they would like to task the committee with and they will relay that information so the committee chair can add to their agenda.

Mayor Fulkerson would like to see the committee meet at City Hall if possible.

Council Member Cohen asked who appoints the committee chair? Mrs. Heller stated, the current amendment, if approved, would give the committee the authority to appoint their chair and vice-chair. However, the wording could be amended for clarification. The new revision would read as follows: The committee will have seven members, one of whom will be the committee chair and one of whom will be the committee vice-chair, both appointed by the committee. Mrs. Heller confirmed this revision will be made upon approval by the Council.

Council Member Minnick, would like to include a discussion about the ESDC at the upcoming goal and priority workshop.

With no further discussion, a motion was made by Council Member Minnick, seconded by Council Member Cohen to approve Ordinance 2023-16, as presented. The motion carried unanimously (5-0).

- 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*)

Council Member Cohen recused himself from discussion. Mayor Fulkerson inquired about special meetings during this time and wanted to ensure there would be a quorum available. Upon completion of discussion, it was confirmed all meetings would have a quorum present. Council Member Cohen, stated, that depending on flight availability, he may be able to fly back for one of these meetings.

With no further discussion, a motion was made by Council Member Shell, seconded by Council Member Sheffield to approve Council Member Cohen's request to, potentially, miss three consecutive meetings in

August and September. The motion carried (4-0-1) with Council Member Cohen recusing himself from a vote.

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

Richard Shaver, Director of Parks, stated this is a request to approve the renegotiation of a contract between the City of Wimberley and Friends of Blue Hole (Friends of Wimberley Parks) 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 to renegotiate. The Parks Board voted unanimously to recommend that the 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. The current contract names the Friends of Blue Hole as the sole sponsor for the concert series. The request is to change the wording of the Concert Series to "Friends of Wimberley Parks Concert Series" and it will be presented by other sponsors, which will be discussed in the subsequent agenda item. Mr. Shaver stated that if approved, the current agreement would be terminated and a new contract would come forward at a future date, after legal review.

Upon completion of discussion related to contract terms, naming, and language within the current contract, a motion was made by Council Member Minnick, seconded by Council Member Chiles to terminate the current agreement with the Friends of Blue Hole and enter into a new agreement with Friends of Blue Hole or Friends of Wimberley Parks. The motion carried by a vote of 5-0.

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

Richard Shaver, Director of Parks, stated the staff is proposing moving from event-specific sponsors to an annual sponsorship policy to significantly increase benefits for their sponsors and the Department. Mr. Shaver provided attachments which included the sponsorship policy, 4 proposed contract templates, and the sponsorship packet. The Parks Board voted unanimously to recommend approval of the sponsorship packet and they also tasked staff with presenting an alternative program for recognizing our non-profits and volunteers.

Discussion was held on permissible sponsorships and Mr. Shaver stated the Parks Board did speak about organizations/businesses that serve alcoholic beverages at events and they would like to see this language amended within the agreement.

The consensus from council was to remove this language from the agreement. No action is necessary this evening, but direction provided to staff is to bring back the agreement at a future date after legal review.

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

Richard Shaver, Director of Parks, provided a presentation regarding the recommendations made by the Parks Board on the following special use agreements:

- Wimberley Community Civic Club: Contract null and void. The signatory did not have approval from the 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.

Mr. Shaver provided the recommendations made by the Parks Board and upon completion of discussion, the City Council proposed the following:

- Wimberley Senior Citizens Activities Inc.: No action needed and no change to existing agreement

- The Wimberley Community Civic Club: The contract is null and void. There was discussion about treating all non-profits the same. Richard stated there are two options, which is the use of the facility for free, utilizing the instructor packet, or utilization of the Wimberley Community Center at the non-profit rate. The consensus is to treat them like other non-profit organizations. No action was needed by the council, but staff would speak with the Wimberley Community Civic Club to inform them of these revisions.
- Wimberley Lions Club: No action needed and no change to existing agreement
- Wimberley Valley Art League: Allow use of the Art Gallery and a contract will be brought back at a future date.
- Wimberley Valley Chamber of Commerce - The consensus is to treat them as other non-profit organizations. No action was needed by the council at this time, but staff would speak with the Chamber informing them of these revisions.

7.7. Discuss, consider, and select a bidder for the Blue Heron Run Roadway Rehabilitation Project (MAINT-2023-0001). (Tim Patek, City Administrator)

Tim Patek, City Administrator, provided an update regarding the Blue Heron Run Roadway Rehabilitation Project Bid. The Transportation Advisory Board (TAB) listed this and Spoke Hollow as their top priority road projects for the year. Mr. Patek stated Ryan Bell of Gilpin Engineering is here to answer questions.

Upon completion of discussion, a motion was made by Council Member Chiles, seconded by Council Member Cohen to approve the low bidder for the Blue Heron Run Roadway Rehabilitation Project, as presented. The motion carried unanimously (5-0).

7.8. Discuss, consider, and select a bidder for the Spoke Hollow Roadway Rehabilitation Project (MAINT-2023-0002). (Tim Patek, City Administrator)

Tim Patek, City Administrator, provided an update regarding the Spoke Hollow Rehabilitation Project Bid, and this included a base bid and an alternate.

Upon completion of discussion, a motion was made by Council Member Sheffield, seconded by Council Member Chiles to approve the low bidder for the Spoke Hollow Rehabilitation Project as presented. The motion carried unanimously (5-0).

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)

Tim Patek, City Administrator, stated this budget amendment is for the previously approved bid selection for the Blue Heron and Spoke Hollow Road Projects.

A motion was made by Council Member Sheffield, seconded by Council Member Minnick to approve Resolution No. 08-2023, that amends the operating budget and authorized expenditures from the American Rescue Plan Fund and Road Maintenance Fund Account for the Blue Heron and Spoke Hollow Road Rehabilitation Projects. The motion carried unanimously (5-0).

8. CITY COUNCIL REPORTS

8.1. Announcements

Tim Patek, City Administrator, provided the following announcements:

- June 20: Goal/Priority Workshop
- The report from PGMS for the months of March-May was sent to the Council.

- Provided update regarding the damage to the wall at the Wimberley square

Charlie Zech, City Attorney, reminded everyone of the upcoming Hog Wild Conference that will be held on July 28th.

8.2. Future Agenda Items

Council Member Cohen, inquired about a possible annexation request from some Woodcreek residents. Staff and legal will work together and will look at possible future dates, if necessary.

9. ADJOURNMENT

A motion was made by Council Member Cohen, seconded by Council Member Chiles to adjourn the regular meeting at 7:08 p.m. The motion carried unanimously (5-0).

RECORDED BY:

APPROVED BY:

Tammy Heller, City Secretary

Gina V. Fulkerson, Mayor





AGENDA ITEM:	2. Approval of the May 2023 Revenue and Expenditure Report for the City of Wimberley. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	05/31/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

May 2023 Revenue and Expenditure Report

REQUESTED ACTION

Motion

FINANCIAL

The Revenue and Expense Report fo May 2023 is attached for review.

STAFF RECOMMENDATION

ATTACHMENT/S

1. May 2023 Revenue_Expense Report

City of Wimberley
Revenue And Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
15-Administration	219,466.22	1,417,512.60	1,860,500.00	442,987.40	23.81%	1,288,572.54	1,951,684.07
51-Community Center	1,373.75	20,557.50	0.00	(20,557.50)	0.00%	0.00	100.00
Revenue Totals	<u>220,839.97</u>	<u>1,438,070.10</u>	<u>1,860,500.00</u>	<u>422,429.90</u>	<u>22.71%</u>	<u>1,288,572.54</u>	<u>1,951,784.07</u>
Expense Summary							
15-Administration	35,965.00	671,928.95	690,290.00	18,361.05	2.66%	582,421.96	807,444.54
16-Legal	0.00	26,317.40	100,000.00	73,682.60	73.68%	37,651.21	54,711.85
17-Council/Board	5,525.00	60,866.14	118,700.00	57,833.86	48.72%	70,125.16	123,161.98
18-Building	5,510.00	28,356.25	43,000.00	14,643.75	34.06%	32,860.00	48,638.75
21-Public Safety	7,970.00	54,205.00	138,740.00	84,535.00	60.93%	25,070.00	75,421.58
25-Municipal Court	0.00	333.33	14,275.00	13,941.67	97.66%	3,183.60	4,516.92
30-Public Works	20,853.18	147,953.46	246,197.00	98,243.54	39.90%	128,556.87	213,657.70
31-Roads	10,446.25	103,456.27	130,250.00	26,793.73	20.57%	62,032.13	105,481.28
33-Water/Wastewater	0.00	16,258.82	0.00	(16,258.82)	0.00%	47,035.21	64,436.75
51-Community Center	7,810.78	96,081.32	160,486.00	64,404.68	40.13%	89,271.86	128,735.17
52-Parks	958.48	4,748.82	12,500.00	7,751.18	62.01%	2,161.55	3,879.44
Expense Totals	<u>95,038.69</u>	<u>1,210,505.76</u>	<u>1,654,438.00</u>	<u>443,932.24</u>	<u>26.83%</u>	<u>1,080,369.55</u>	<u>1,630,085.96</u>
Revenues Over(Under) Expenditures	<u>125,801.28</u>	<u>227,564.34</u>	<u>206,062.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>208,202.99</u>	<u>321,698.11</u>

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
<u>Tax Revenue</u>							
15-5120 General Sales & Use Tax	147,801.54	987,617.33	1,419,000.00	431,382.67	30.40%	936,585.30	1,419,653.26
15-5131 Mixed Beverage Tax	8,448.30	52,586.90	40,000.00	(12,586.90)	(31.47%)	42,257.22	74,640.53
15-5171 Franchise Tax	48,905.96	257,937.15	250,000.00	(7,937.15)	(3.17%)	212,803.52	293,914.41
Total Tax Revenue	205,155.80	1,298,141.38	1,709,000.00	410,858.62	24.04%	1,191,646.04	1,788,208.20
<u>Licenses & Permits</u>							
15-5211 Beer & Wine Permits	0.00	2,635.00	1,000.00	(1,635.00)	(163.50%)	470.00	1,465.00
15-5212 Food Permits	425.00	10,000.00	14,000.00	4,000.00	28.57%	13,629.80	16,904.80
15-5213 Septic Permits	200.00	11,620.00	10,000.00	(1,620.00)	(16.20%)	8,135.00	13,135.00
15-5219 Sign Permits	160.00	725.00	1,000.00	275.00	27.50%	0.00	620.00
15-5221 Building Permits	4,443.68	22,743.12	30,000.00	7,256.88	24.19%	22,446.35	31,901.72
15-5621 Short-Term Rental	0.00	975.00	0.00	(975.00)	0.00%	0.00	0.00
Total Licenses & Permits	5,228.68	48,698.12	56,000.00	7,301.88	13.04%	44,681.15	64,026.52
<u>Service Fees</u>							
15-5410 CC Convenience Fees	0.00	64.34	500.00	435.66	87.13%	307.91	410.75
15-5413 Zoning	1,000.00	11,117.00	10,000.00	(1,117.00)	(11.17%)	8,421.40	13,886.40
15-5414 Subdivision Fees	0.00	1,038.25	3,000.00	1,961.75	65.39%	6,153.05	7,437.55
15-5416 Building Inspections	2,735.00	16,618.75	25,000.00	8,381.25	33.53%	16,955.00	26,700.00
15-5417 Bldg Plan Reviews	1,690.00	6,162.50	10,000.00	3,837.50	38.38%	7,062.50	11,053.75
15-5475 WCC Facility Rentals	1,971.25	16,191.25	30,000.00	13,808.75	46.03%	21,570.00	35,912.65
Total Service Fees	7,396.25	51,192.09	78,500.00	27,307.91	34.79%	60,469.86	95,401.10
<u>Court Costs, Fees & Charges</u>							
15-5411 Court Costs	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	0.00

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Total Court Costs, Fees & Charges	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	0.00
<u>Other Income</u>							
15-5611 Interest Revenues	0.00	0.00	2,000.00	2,000.00	100.00%	2,040.69	4,048.25
15-5701 Other/Misc	1,685.49	19,481.01	10,000.00	(9,481.01)	(94.81%)	(10,265.20)	0.00
Total Other Income	1,685.49	19,481.01	12,000.00	(7,481.01)	(62.34%)	(8,224.51)	4,048.25
Total Administration	219,466.22	1,417,512.60	1,860,500.00	442,987.40	23.81%	1,288,572.54	1,951,684.07
<u>51-Community Center</u>							
<u>Service Fees</u>							
51-5475 WCC Facility Rentals	1,353.75	19,327.50	0.00	(19,327.50)	0.00%	0.00	0.00
51-5476 Special Events	20.00	1,230.00	0.00	(1,230.00)	0.00%	0.00	100.00
Total Service Fees	1,373.75	20,557.50	0.00	(20,557.50)	0.00%	0.00	100.00
Total Community Center	1,373.75	20,557.50	0.00	(20,557.50)	0.00%	0.00	100.00
Total Revenue	220,839.97	1,438,070.10	1,860,500.00	422,429.90	22.71%	1,288,572.54	1,951,784.07

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
Personnel Services							
15-6110 S & W - City Administrator	10,000.00	84,976.99	136,000.00	51,023.01	37.52%	81,923.05	139,525.21
15-6120 S & W - City Secretary	6,692.32	56,884.65	87,006.00	30,121.35	34.62%	47,347.47	74,219.10
15-6130 S & W - Financial Clerk	4,185.60	35,852.28	54,413.00	18,560.72	34.11%	30,967.36	49,533.56
15-6135 S & W - HOT	1,250.00	10,625.00	16,250.00	5,625.00	34.62%	0.00	4,409.34
15-6210 Health Care	1,888.96	15,026.01	31,858.00	16,831.99	52.83%	20,167.65	29,910.27
15-6220 Payroll Taxes	1,646.98	14,064.99	23,216.00	9,151.01	39.42%	11,003.16	18,175.59
15-6230 TMRs Contribution	1,449.38	11,887.85	19,112.00	7,224.15	37.80%	9,120.94	14,847.78
15-6250 Unemployment Compensation	0.00	38.25	706.00	667.75	94.58%	1.73	12.97
15-6251 Workers Compensation	0.00	0.00	197.00	197.00	100.00%	0.00	0.00
Total Personnel Services	27,113.24	229,356.02	368,758.00	139,401.98	37.80%	200,531.36	330,633.82
Other Services & Charges							
15-6270 Annual/Assoc Dues	0.00	1,937.52	4,500.00	2,562.48	56.94%	3,334.52	3,622.22
15-6340 Technology Consultant	0.00	7,950.23	10,000.00	2,049.77	20.50%	7,535.96	10,360.45
15-6370 Contract Services	32.55	8,771.60	21,384.00	12,612.40	58.98%	21,660.73	26,579.03
15-6411 Telephones	551.32	3,551.23	6,000.00	2,448.77	40.81%	3,340.19	4,648.41
15-6420 Office Cleaning	575.00	4,600.00	6,000.00	1,400.00	23.33%	4,025.00	6,037.50
15-6441 Storage Rent	200.00	900.00	1,200.00	300.00	25.00%	800.00	1,200.00
15-6443 Equipment Rent/Lease	658.91	6,092.64	9,000.00	2,907.36	32.30%	7,472.89	11,208.42
15-6500 Grant Expenditures	0.00	309,938.83	0.00	(309,938.83)	0.00%	1,398.78	9,871.16
15-6520 Insurance	1,000.00	31,041.90	30,000.00	(1,041.90)	(3.47%)	25,092.90	25,092.90
15-6531 Public Notices	989.06	3,325.07	7,000.00	3,674.93	52.50%	2,191.28	2,984.00
15-6532 Office Tech/Software	1,030.09	35,296.04	41,000.00	5,703.96	13.91%	36,669.48	53,907.18

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-6551 Printing	0.00	260.96	300.00	39.04	13.01%	72.75	177.24
15-6569 Vehicle Allowance/Moving Exp	1,800.00	7,600.00	10,800.00	3,200.00	29.63%	4,000.00	6,000.00
15-6570 Travel	0.00	417.29	5,000.00	4,582.71	91.65%	4,436.63	5,074.99
15-6572 Training	0.00	975.86	5,000.00	4,024.14	80.48%	4,503.38	4,803.38
15-6581 Refunds	525.00	825.00	2,000.00	1,175.00	58.75%	245.00	695.00
15-6589 Records Management	0.00	1,612.00	1,500.00	(112.00)	(7.47%)	(1,422.65)	(1,044.65)
15-6651 Postage	0.00	614.32	1,000.00	385.68	38.57%	841.58	916.50
Total Other Services & Charges	7,361.93	425,710.49	161,684.00	(264,026.49)	(163.30%)	126,198.42	172,133.73
<u>Supplies & Maintenance</u>							
15-6410 Utilities	210.16	9,087.51	11,000.00	1,912.49	17.39%	8,253.24	12,170.15
15-6430 Bldg Repairs/Maintenance	123.00	1,249.78	3,000.00	1,750.22	58.34%	1,805.84	3,291.77
15-6442 Water Cooler	61.49	481.66	600.00	118.34	19.72%	400.91	619.86
15-6521 Security System	29.99	569.81	853.00	283.19	33.20%	539.82	719.76
15-6610 General Operating Supplies	1,015.73	1,828.50	4,000.00	2,171.50	54.29%	4,135.62	5,047.02
15-6660 Office Supplies	49.46	1,377.44	3,000.00	1,622.56	54.09%	1,640.67	2,447.27
15-6791 Capital Outlay - Technology	0.00	0.00	3,000.00	3,000.00	100.00%	5,816.16	5,816.16
15-6792 Capital Outlay - Other	0.00	2,267.74	10,000.00	7,732.26	77.32%	150,170.00	150,170.00
Total Supplies & Maintenance	1,489.83	16,862.44	35,453.00	18,590.56	52.44%	172,762.26	180,281.99
<u>Transfer Out</u>							
15-6701 Interest and Sinking Transfer Out	0.00	0.00	124,395.00	124,395.00	100.00%	82,929.92	124,395.00
Total Transfer Out	0.00	0.00	124,395.00	124,395.00	100.00%	82,929.92	124,395.00
Total Administration	35,965.00	671,928.95	690,290.00	18,361.05	2.66%	582,421.96	807,444.54

16-Legal

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<u>Other Services & Charges</u>							
16-6350 Legal	0.00	26,317.40	100,000.00	73,682.60	73.68%	37,651.21	54,711.85
Total Other Services & Charges	0.00	26,317.40	100,000.00	73,682.60	73.68%	37,651.21	54,711.85
Total Legal	0.00	26,317.40	100,000.00	73,682.60	73.68%	37,651.21	54,711.85
<u>17-Council/Board</u>							
<u>Other Services & Charges</u>							
17-6320 Financial (Contract Svs)	4,925.00	15,068.75	16,200.00	1,131.25	6.98%	11,052.50	15,358.75
17-6330 Audit	0.00	4,935.00	20,000.00	15,065.00	75.33%	19,738.00	19,738.00
17-6541 Public Relations/Receptions	600.00	4,959.95	8,000.00	3,040.05	38.00%	6,828.88	8,279.45
17-6572 Training	0.00	2,802.44	8,000.00	5,197.56	64.97%	8,005.78	9,785.78
17-6590 Elections	0.00	0.00	6,500.00	6,500.00	100.00%	0.00	0.00
17-6591 Planning	0.00	14,100.00	25,000.00	10,900.00	43.60%	24,500.00	57,500.00
Total Other Services & Charges	5,525.00	41,866.14	83,700.00	41,833.86	49.98%	70,125.16	110,661.98
<u>Expenditures</u>							
17-6595 Code Revisions	0.00	19,000.00	35,000.00	16,000.00	45.71%	0.00	12,500.00
Total Expenditures	0.00	19,000.00	35,000.00	16,000.00	45.71%	0.00	12,500.00
Total Council/Board	5,525.00	60,866.14	118,700.00	57,833.86	48.72%	70,125.16	123,161.98
<u>18-Building</u>							
<u>Other Services & Charges</u>							
18-6360 Contract Inspections	2,660.00	21,118.75	35,000.00	13,881.25	39.66%	30,137.50	42,616.25
18-6582 Site Plan Reviews	2,850.00	7,237.50	8,000.00	762.50	9.53%	2,722.50	6,022.50
Total Other Services & Charges	5,510.00	28,356.25	43,000.00	14,643.75	34.06%	32,860.00	48,638.75
Total Building	5,510.00	28,356.25	43,000.00	14,643.75	34.06%	32,860.00	48,638.75

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
21-Public Safety							
<u>Personnel Services</u>							
21-6170 Public Safety Salaries	0.00	0.00	2,240.00	2,240.00	100.00%	0.00	0.00
Total Personnel Services	0.00	0.00	2,240.00	2,240.00	100.00%	0.00	0.00
<u>Other Services & Charges</u>							
21-6370 Contract Services	0.00	0.00	5,000.00	5,000.00	100.00%	10,085.00	10,085.00
21-6371 Sanitarian (Contract Labor)	5,000.00	40,000.00	60,000.00	20,000.00	33.33%	0.00	20,000.00
21-6373 Animal Control	0.00	0.00	6,000.00	6,000.00	100.00%	6,000.00	6,000.00
21-6375 Safety - Traffic Direction	2,970.00	14,205.00	30,000.00	15,795.00	52.65%	8,985.00	22,010.00
21-6572 Training	0.00	0.00	1,500.00	1,500.00	100.00%	0.00	0.00
21-6574 Event Services	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	0.00
21-6583 Fuel	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	0.00
21-6794 Capital Outlay - Equipmt/Other	0.00	0.00	20,000.00	20,000.00	100.00%	0.00	17,326.58
Total Other Services & Charges	7,970.00	54,205.00	132,500.00	78,295.00	59.09%	25,070.00	75,421.58
<u>Supplies & Maintenance</u>							
21-6431 Vehicle Maint/Insurance	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	0.00
21-6610 General Operating Supplies	0.00	0.00	3,000.00	3,000.00	100.00%	0.00	0.00
Total Supplies & Maintenance	0.00	0.00	4,000.00	4,000.00	100.00%	0.00	0.00
Total Public Safety	7,970.00	54,205.00	138,740.00	84,535.00	60.93%	25,070.00	75,421.58
25-Municipal Court							
<u>Other Services & Charges</u>							
25-6270 Annual/Assoc Dues	0.00	0.00	25.00	25.00	100.00%	0.00	0.00
25-6380 MC Judge (Contract Labor)	0.00	333.33	4,000.00	3,666.67	91.67%	2,666.64	3,999.96

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
25-6381 City Prosecutor	0.00	0.00	3,000.00	3,000.00	100.00%	0.00	0.00
25-6532 Office Tech/Software	0.00	0.00	5,500.00	5,500.00	100.00%	0.00	0.00
Total Other Services & Charges	0.00	333.33	12,525.00	12,191.67	97.34%	2,666.64	3,999.96
<u>Supplies & Maintenance</u>							
25-6610 General Operating Supplies	0.00	0.00	750.00	750.00	100.00%	516.96	516.96
25-6791 Capital Outlay - Technology	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	0.00
Total Supplies & Maintenance	0.00	0.00	1,750.00	1,750.00	100.00%	516.96	516.96
Total Municipal Court	0.00	333.33	14,275.00	13,941.67	97.66%	3,183.60	4,516.92
30-Public Works							
<u>Personnel Services</u>							
30-6151 Salaries - Public Works Manager	3,680.00	28,819.00	47,840.00	19,021.00	39.76%	32,359.32	54,944.62
30-6152 Salaries - Public Works Assistant	0.00	9,035.00	9,035.00	0.00	0.00%	33,374.25	40,067.84
30-6161 Development/Public Works Director	5,751.57	46,648.09	69,701.00	23,052.91	33.07%	0.00	0.00
30-6191 Permitting Coordinator	3,360.00	15,120.00	31,504.00	16,384.00	52.01%	0.00	0.00
30-6210 Health Care	2,374.07	15,675.03	25,670.00	9,994.97	38.94%	22,493.12	30,136.80
30-6220 Payroll Taxes	978.56	7,621.10	14,526.00	6,904.90	47.53%	8,182.40	11,983.86
30-6230 TMRS Contribution	837.85	5,919.64	9,632.00	3,712.36	38.54%	5,900.33	8,674.82
30-6250 Unemployment Compensation	0.00	27.00	460.00	433.00	94.13%	126.40	127.47
30-6251 Workers Compensation	0.00	0.00	779.00	779.00	100.00%	0.00	0.00
Total Personnel Services	16,982.05	128,864.86	209,147.00	80,282.14	38.39%	102,435.82	145,935.41
<u>Other Services & Charges</u>							
30-6270 Annual/Assoc Dues	0.00	141.00	250.00	109.00	43.60%	174.75	174.75

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
30-6370 Contract Services	2,266.00	3,902.20	15,000.00	11,097.80	73.99%	15,237.50	19,462.50
30-6532 Office Tech/Software	0.00	478.24	2,000.00	1,521.76	76.09%	1,554.10	3,054.10
30-6570 Travel	0.00	122.58	1,500.00	1,377.42	91.83%	0.00	0.00
30-6571 Mileage	0.00	0.00	300.00	300.00	100.00%	0.00	0.00
30-6572 Training	0.00	1,368.57	3,000.00	1,631.43	54.38%	2,310.00	2,310.00
30-6583 Fuel	352.75	3,119.19	3,500.00	380.81	10.88%	2,075.16	4,096.05
30-6794 Capital Outlay - Equipmt/Other	429.87	2,513.12	7,000.00	4,486.88	64.10%	1,874.96	34,171.31
Total Other Services & Charges	3,048.62	11,644.90	32,550.00	20,905.10	64.22%	23,226.47	63,268.71
<u>Supplies & Maintenance</u>							
30-6431 Vehicle Maint/Insurance	472.59	4,920.63	2,000.00	(2,920.63)	(146.03%)	802.31	1,624.57
30-6610 General Operating Supplies	349.92	1,996.56	2,000.00	3.44	0.17%	1,968.03	2,690.72
30-6612 Tools	0.00	526.51	500.00	(26.51)	(5.30%)	124.24	138.29
Total Supplies & Maintenance	822.51	7,443.70	4,500.00	(2,943.70)	(65.42%)	2,894.58	4,453.58
Total Public Works	20,853.18	147,953.46	246,197.00	98,243.54	39.90%	128,556.87	213,657.70
<u>31-Roads</u>							
<u>Other Services & Charges</u>							
31-6370 Contract Services	600.00	65,600.00	65,000.00	(600.00)	(0.92%)	713.50	713.50
31-6470 Engineering - Roads	8,437.50	19,825.00	15,000.00	(4,825.00)	(32.17%)	1,612.50	10,700.00
Total Other Services & Charges	9,037.50	85,425.00	80,000.00	(5,425.00)	(6.78%)	2,326.00	11,413.50
<u>Supplies & Maintenance</u>							
31-6432 Road Maintenance	987.90	16,293.03	40,000.00	23,706.97	59.27%	49,253.24	79,977.84
31-6433 Equipment Maintenance	0.00	0.00	250.00	250.00	100.00%	49.99	49.99
31-6584 Mowing/Trimming	0.00	140.74	5,000.00	4,859.26	97.19%	850.00	1,550.00

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
31-6611 Signs/Barricades	420.85	1,597.50	5,000.00	3,402.50	68.05%	9,552.90	12,489.95
Total Supplies & Maintenance	1,408.75	18,031.27	50,250.00	32,218.73	64.12%	59,706.13	94,067.78
Total Roads	10,446.25	103,456.27	130,250.00	26,793.73	20.57%	62,032.13	105,481.28
33-Water/Wastewater							
Supplies & Maintenance							
33-6586 Quality Testing WW	0.00	1,437.00	0.00	(1,437.00)	0.00%	930.00	930.00
33-6588 Public Restroom WW	0.00	14,821.82	0.00	(14,821.82)	0.00%	46,105.21	63,506.75
Total Supplies & Maintenance	0.00	16,258.82	0.00	(16,258.82)	0.00%	47,035.21	64,436.75
Total Water/Wastewater	0.00	16,258.82	0.00	(16,258.82)	0.00%	47,035.21	64,436.75
51-Community Center							
Personnel Services							
51-6140 S & W - Director	3,840.00	39,089.47	49,920.00	10,830.53	21.70%	29,251.73	46,133.69
51-6180 S & W - Maintenance	1,350.00	14,658.11	20,000.00	5,341.89	26.71%	6,714.16	12,189.26
51-6210 Health Care	788.63	5,490.35	9,500.00	4,009.65	42.21%	7,565.96	10,624.56
51-6220 Payroll Taxes	397.05	3,665.61	3,820.00	154.39	4.04%	2,751.46	4,265.93
51-6230 TMRS Contribution	251.52	2,072.60	3,270.00	1,197.40	36.62%	1,795.65	2,697.19
51-6250 Unemployment Compensation	5.19	34.16	121.00	86.84	71.77%	67.50	72.16
51-6251 Workers Compensation	0.00	0.00	205.00	205.00	100.00%	0.00	0.00
Total Personnel Services	6,632.39	65,010.30	86,836.00	21,825.70	25.13%	48,146.46	75,982.79
Other Services & Charges							
51-6270 Annual/Assoc Dues	0.00	274.87	200.00	(74.87)	(37.44%)	222.18	222.18
51-6370 Contract Services	38.05	1,558.50	2,000.00	441.50	22.08%	1,880.75	2,880.75
51-6411 Telephones	200.44	1,646.96	2,500.00	853.04	34.12%	1,541.04	2,083.85

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
51-6532 Office Tech/Software	199.74	2,795.96	2,000.00	(795.96)	(39.80%)	1,163.83	2,058.94
51-6540 Advertising	0.00	709.00	2,500.00	1,791.00	71.64%	1,853.00	1,853.00
51-6551 Printing	0.00	0.00	100.00	100.00	100.00%	0.00	39.77
51-6651 Postage	0.00	0.00	50.00	50.00	100.00%	0.00	0.00
51-6794 Capital Outlay - Equipmt/Other	0.00	2,613.81	0.00	(2,613.81)	0.00%	0.00	0.00
51-6797 Capital Outlay - Facilities	0.00	0.00	10,000.00	10,000.00	100.00%	0.00	0.00
Total Other Services & Charges	438.23	9,599.10	19,350.00	9,750.90	50.39%	6,660.80	9,138.49
<u>Supplies & Maintenance</u>							
51-6410 Utilities	236.00	12,153.19	20,000.00	7,846.81	39.23%	17,633.76	24,799.55
51-6430 Bldg Repairs/Maintenance	366.50	3,139.79	20,000.00	16,860.21	84.30%	14,029.30	14,876.98
51-6521 Security System	0.00	693.00	1,500.00	807.00	53.80%	868.47	1,264.47
51-6610 General Operating Supplies	137.66	4,663.41	2,500.00	(2,163.41)	(86.54%)	1,861.64	2,538.86
51-6616 Programs	0.00	91.14	10,000.00	9,908.86	99.09%	0.00	0.00
51-6660 Office Supplies	0.00	731.39	300.00	(431.39)	(143.80%)	71.43	134.03
Total Supplies & Maintenance	740.16	21,471.92	54,300.00	32,828.08	60.46%	34,464.60	43,613.89
Total Community Center	7,810.78	96,081.32	160,486.00	64,404.68	40.13%	89,271.86	128,735.17
<u>52-Parks</u>							
<u>Supplies & Maintenance</u>							
52-6410 Utilities	158.98	1,971.86	8,000.00	6,028.14	75.35%	1,363.60	1,854.38
52-6430 Bldg Repairs/Maintenance	95.00	1,400.44	2,500.00	1,099.56	43.98%	50.00	534.35
52-6585 NATURE TL/OLD BALDY	0.00	672.02	1,000.00	327.98	32.80%	747.95	1,490.71
52-6610 General Operating Supplies	704.50	704.50	1,000.00	295.50	29.55%	0.00	0.00
Total Supplies & Maintenance	958.48	4,748.82	12,500.00	7,751.18	62.01%	2,161.55	3,879.44

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Total Parks	958.48	4,748.82	12,500.00	7,751.18	62.01%	2,161.55	3,879.44
Total Expense	95,038.69	1,210,505.76	1,654,438.00	443,932.24	26.83%	1,080,369.55	1,630,085.96

City of Wimberley
Revenue And Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

200 - Blue Hole Parkland	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
52-Parks	111,355.89	349,477.59	637,320.00	287,842.41	45.16%	423,621.69	577,990.56
Revenue Totals	111,355.89	349,477.59	637,320.00	287,842.41	45.16%	423,621.69	577,990.56
Expense Summary							
52-Parks	46,855.29	479,155.04	831,021.13	351,866.09	42.34%	509,175.95	795,129.24
Expense Totals	46,855.29	479,155.04	831,021.13	351,866.09	42.34%	509,175.95	795,129.24
Revenues Over(Under) Expenditures	64,500.60	(129,677.45)	(193,701.13)	0.00	0.00%	(85,554.26)	(217,138.68)

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

200 - Blue Hole Parkland Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
52-Parks							
Service Fees							
52-5472 Reservations/Gate Fees	108,345.50	269,798.00	512,770.00	242,972.00	47.38%	336,020.90	469,276.90
52-5474 Facility Rentals	1,000.00	9,220.00	30,000.00	20,780.00	69.27%	15,770.00	22,140.00
52-5476 Special Events	750.00	59,460.00	80,000.00	20,540.00	25.68%	68,346.45	78,701.70
52-5479 Vending/Merchandise	1,260.39	2,941.59	8,000.00	5,058.41	63.23%	2,766.21	8,748.18
Total Service Fees	111,355.89	341,419.59	630,770.00	289,350.41	45.87%	422,903.56	578,866.78
Other Income							
52-5611 Interest Revenues	0.00	0.00	150.00	150.00	100.00%	365.65	553.10
52-5701 Other/Misc	0.00	958.00	6,400.00	5,442.00	85.03%	352.48	(1,429.32)
52-5900 Designated Funds	0.00	7,100.00	0.00	(7,100.00)	0.00%	0.00	0.00
Total Other Income	0.00	8,058.00	6,550.00	(1,508.00)	(23.02%)	718.13	(876.22)
Total Parks	111,355.89	349,477.59	637,320.00	287,842.41	45.16%	423,621.69	577,990.56
Total Revenue	111,355.89	349,477.59	637,320.00	287,842.41	45.16%	423,621.69	577,990.56

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

200 - Blue Hole Parkland Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
52-Parks							
<u>Personnel Services</u>							
52-6100 Hourly Pay	33.75	33.75	0.00	(33.75)	0.00%	0.00	531.69
52-6141 S & W - Parks Director	5,000.00	42,500.00	65,000.00	22,500.00	34.62%	35,958.29	57,632.38
52-6181 S & W - Parks PT	12,275.69	76,202.67	149,042.00	72,839.33	48.87%	42,801.60	124,823.36
52-6182 S & W - Laborer	5,760.00	43,744.50	74,880.00	31,135.50	41.58%	35,236.88	56,606.41
52-6183 S & W - Programs & Operations Mngr	3,200.00	27,460.00	39,520.00	12,060.00	30.52%	20,480.00	33,687.92
52-6184 S & W - Programs & Events Special	3,200.00	12,870.00	39,520.00	26,650.00	67.43%	0.00	0.00
52-6185 S & W - Nat'l Resource Park Mngr	3,449.25	28,208.25	43,680.00	15,471.75	35.42%	24,480.00	38,680.62
52-6210 Health Care	3,186.35	25,201.47	56,201.00	30,999.53	55.16%	23,858.65	37,550.31
52-6220 Payroll Taxes	2,518.29	17,673.16	20,089.00	2,415.84	12.03%	12,160.19	23,013.08
52-6230 TMRS Contribution	1,349.91	10,338.75	17,200.00	6,861.25	39.89%	6,011.56	12,159.92
52-6250 Unemployment Compensation	12.32	121.32	635.00	513.68	80.89%	542.17	578.16
52-6251 Workers Compensation	0.00	0.00	9,454.00	9,454.00	100.00%	0.00	0.00
Total Personnel Services	<u>39,985.56</u>	<u>284,353.87</u>	<u>515,221.00</u>	<u>230,867.13</u>	<u>44.81%</u>	<u>201,529.34</u>	<u>385,263.85</u>
<u>Supplies & Maintenance</u>							
52-6374 Contract Services	206.03	28,849.35	20,000.00	(8,849.35)	(44.25%)	25,902.14	36,038.20
52-6410 Utilities	327.04	5,914.42	15,000.00	9,085.58	60.57%	12,117.07	16,345.96
52-6431 Vehicle Maint/Insurance	503.43	5,654.30	6,540.00	885.70	13.54%	284.69	1,197.14
52-6433 Equipment Maintenance	0.00	474.52	3,450.00	2,975.48	86.25%	663.52	722.79
52-6584 Mowing/Trimming	0.00	110.00	0.00	(110.00)	0.00%	0.00	0.00
52-6610 General Operating Supplies	653.25	19,183.71	25,000.00	5,816.29	23.27%	22,170.60	28,637.66
52-6613 Materials	37.95	1,645.16	5,100.00	3,454.84	67.74%	4,474.93	4,820.91

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

200 - Blue Hole Parkland Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
52-6615 Bldg & Maint Supplies	0.00	890.38	2,040.00	1,149.62	56.35%	2,865.75	3,278.91
52-6616 Programs	2,165.86	17,886.47	19,400.00	1,513.53	7.80%	8,281.47	11,344.05
52-6660 Office Supplies	0.00	900.01	500.00	(400.01)	(80.00%)	547.31	777.34
Total Supplies & Maintenance	3,893.56	81,508.32	97,030.00	15,521.68	16.00%	77,307.48	103,162.96
<u>Other Services & Charges</u>							
52-6411 Telephones	128.85	1,924.07	2,400.00	475.93	19.83%	1,917.13	2,499.60
52-6443 Equipment Rent/Lease	292.24	2,628.01	1,500.00	(1,128.01)	(75.20%)	1,429.41	2,226.02
52-6532 Office Tech/Software	606.43	9,288.00	11,375.00	2,087.00	18.35%	9,393.27	12,563.14
52-6562 CC Processing Fees	0.00	0.00	600.00	600.00	100.00%	9,831.45	27,140.52
52-6570 Travel	0.00	3,544.69	1,300.00	(2,244.69)	(172.67%)	1,142.01	1,142.01
52-6571 Mileage	0.00	516.81	1,344.00	827.19	61.55%	82.49	82.49
52-6572 Training	0.00	3,100.00	2,500.00	(600.00)	(24.00%)	1,500.00	1,500.00
52-6581 Refunds	1,773.50	1,873.50	1,000.00	(873.50)	(87.35%)	1,281.67	2,511.67
52-6583 Fuel	175.15	1,906.66	3,000.00	1,093.34	36.44%	1,560.30	3,675.16
52-6651 Postage	0.00	0.00	50.00	50.00	100.00%	0.00	0.00
52-6794 Capital Outlay - Equipmt/Other	0.00	88,511.11	193,701.13	105,190.02	54.31%	202,201.40	253,361.82
Total Other Services & Charges	2,976.17	113,292.85	218,770.13	105,477.28	48.21%	230,339.13	306,702.43
Total Parks	46,855.29	479,155.04	831,021.13	351,866.09	42.34%	509,175.95	795,129.24
Total Expense	46,855.29	479,155.04	831,021.13	351,866.09	42.34%	509,175.95	795,129.24

City of Wimberley
Revenue And Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

202 - Wastewater Fund	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
04-Water/Wastewater	44,171.97	568,901.58	324,075.00	(244,826.58)	(75.55%)	158,048.66	331,623.10
Revenue Totals	44,171.97	568,901.58	324,075.00	(244,826.58)	-75.55%	158,048.66	331,623.10
Expense Summary							
04-Water/Wastewater	5,437.01	86,119.07	324,075.00	237,955.93	73.43%	245,309.29	147,370.73
Expense Totals	5,437.01	86,119.07	324,075.00	237,955.93	73.43%	245,309.29	147,370.73
Revenues Over(Under) Expenditures	38,734.96	482,782.51	0.00	0.00	0.00%	(87,260.63)	184,252.37

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

202 - Wastewater Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
04-Water/Wastewater							
<u>Service Fees</u>							
04-5400 WW Service Fee	44,097.78	568,676.73	324,000.00	(244,676.73)	(75.52%)	158,031.73	331,510.36
Total Service Fees	44,097.78	568,676.73	324,000.00	(244,676.73)	(75.52%)	158,031.73	331,510.36
<u>Not Categorized</u>							
04-5420 WW Penalties	74.19	224.85	0.00	(224.85)	0.00%	0.00	0.00
Total Not Categorized	74.19	224.85	0.00	(224.85)	0.00%	0.00	0.00
<u>Other Income</u>							
04-5611 Interest Revenues	0.00	0.00	75.00	75.00	100.00%	16.93	112.74
Total Other Income	0.00	0.00	75.00	75.00	100.00%	16.93	112.74
Total Water/Wastewater	44,171.97	568,901.58	324,075.00	(244,826.58)	(75.55%)	158,048.66	331,623.10
Total Revenue	44,171.97	568,901.58	324,075.00	(244,826.58)	(75.55%)	158,048.66	331,623.10

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

202 - Wastewater Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
04-Water/Wastewater							
<u>Supplies & Maintenance</u>							
04-6374 Contract Services	5,437.01	50,824.16	45,000.00	(5,824.16)	(12.94%)	74,222.60	116,804.63
04-6410 Utilities	0.00	32,356.81	13,000.00	(19,356.81)	(148.90%)	11,071.14	29,883.83
04-6610 General Operating Supplies	0.00	2,938.10	11,675.00	8,736.90	74.83%	0.00	0.00
Total Supplies & Maintenance	5,437.01	86,119.07	69,675.00	(16,444.07)	(23.60%)	85,293.74	146,688.46
<u>Other Services & Charges</u>							
04-6411 Telephones	0.00	0.00	1,000.00	1,000.00	100.00%	682.27	682.27
04-6532 Office Tech/Software	0.00	0.00	14,400.00	14,400.00	100.00%	0.00	0.00
04-6900 Wastewater Debt Service - Prin	0.00	0.00	160,000.00	160,000.00	100.00%	106,666.64	0.00
04-6901 Wastewater Debt Service - Int	0.00	0.00	79,000.00	79,000.00	100.00%	52,666.64	0.00
Total Other Services & Charges	0.00	0.00	254,400.00	254,400.00	100.00%	160,015.55	682.27
Total Water/Wastewater	5,437.01	86,119.07	324,075.00	237,955.93	73.43%	245,309.29	147,370.73
Total Expense	5,437.01	86,119.07	324,075.00	237,955.93	73.43%	245,309.29	147,370.73

City of Wimberley
Revenue And Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

205 - Hotel Occupancy Tax	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
15-Administration	77,323.97	440,060.86	1,004,000.00	563,939.14	56.17%	31.97	323,221.86
Revenue Totals	77,323.97	440,060.86	1,004,000.00	563,939.14	56.17%	31.97	323,221.86
Expense Summary							
15-Administration	19,534.40	194,668.71	1,004,000.00	809,331.29	80.61%	13,400.00	48,127.59
Expense Totals	19,534.40	194,668.71	1,004,000.00	809,331.29	80.61%	13,400.00	48,127.59
Revenues Over(Under) Expenditures	57,789.57	245,392.15	0.00	0.00	0.00%	(13,368.03)	275,094.27

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

205 - Hotel Occupancy Tax Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
<u>Tax Revenue</u>							
15-5132 Hotel Occupancy Tax	77,323.97	440,060.86	1,000,000.00	559,939.14	55.99%	0.00	323,188.30
Total Tax Revenue	77,323.97	440,060.86	1,000,000.00	559,939.14	55.99%	0.00	323,188.30
<u>Other Income</u>							
15-5611 Interest Revenues	0.00	0.00	4,000.00	4,000.00	100.00%	31.97	33.56
Total Other Income	0.00	0.00	4,000.00	4,000.00	100.00%	31.97	33.56
Total Administration	77,323.97	440,060.86	1,004,000.00	563,939.14	56.17%	31.97	323,221.86
Total Revenue	77,323.97	440,060.86	1,004,000.00	563,939.14	56.17%	31.97	323,221.86

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

205 - Hotel Occupancy Tax Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
Personnel Services							
15-6135 S & W - HOT	3,750.00	31,875.00	51,450.00	19,575.00	38.05%	0.00	13,228.03
15-6210 Health Care	596.75	4,735.47	8,926.00	4,190.53	46.95%	0.00	1,116.44
15-6220 Payroll Taxes	286.88	2,438.48	3,936.00	1,497.52	38.05%	0.00	860.64
15-6230 TMRS Contribution	245.62	2,010.35	3,194.00	1,183.65	37.06%	0.00	670.50
15-6250 Unemployment Compensation	0.00	6.75	118.00	111.25	94.28%	0.00	6.76
15-6251 Workers Compensation	0.00	0.00	200.00	200.00	100.00%	0.00	0.00
Total Personnel Services	4,879.25	41,066.05	67,824.00	26,757.95	39.45%	0.00	15,882.37
Other Services & Charges							
15-6270 Annual/Assoc Dues	0.00	3,435.00	2,000.00	(1,435.00)	(71.75%)	0.00	1,459.00
15-6370 Contract Services	0.00	16,901.66	0.00	(16,901.66)	0.00%	0.00	10,132.50
15-6532 Office Tech/Software	0.00	0.00	4,500.00	4,500.00	100.00%	0.00	0.00
15-6540 Advertising	10,659.60	52,228.59	60,000.00	7,771.41	12.95%	0.00	0.00
15-6551 Printing	2,527.92	5,472.09	0.00	(5,472.09)	0.00%	0.00	0.00
15-6569 Vehicle Allowance/Moving Exp	300.00	2,400.00	3,600.00	1,200.00	33.33%	0.00	0.00
15-6570 Travel	0.00	3,147.78	2,000.00	(1,147.78)	(57.39%)	0.00	1,381.72
15-6572 Training	0.00	3,860.96	4,000.00	139.04	3.48%	0.00	730.00
15-6592 HOT Disbursements	0.00	0.00	300,000.00	300,000.00	100.00%	0.00	0.00
Total Other Services & Charges	13,487.52	87,446.08	376,100.00	288,653.92	76.75%	0.00	13,703.22
Expenditures							
15-6311 Hotel Occupancy Tax General Projects	0.00	40,792.10	110,076.00	69,283.90	62.94%	0.00	0.00
15-6573 Transportation Shuttle	0.00	0.00	300,000.00	300,000.00	100.00%	0.00	0.00

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

205 - Hotel Occupancy Tax Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-6973 Special Events	0.00	0.00	45,100.00	45,100.00	100.00%	0.00	0.00
15-6974 Special Events Equipment	0.00	0.00	15,000.00	15,000.00	100.00%	0.00	0.00
15-6975 Wayfinding Sinage	0.00	0.00	50,000.00	50,000.00	100.00%	0.00	0.00
15-6976 Wayfinding Sign Maintenance	0.00	0.00	10,000.00	10,000.00	100.00%	0.00	0.00
15-6977 Lease Agreement	0.00	1,050.00	4,900.00	3,850.00	78.57%	0.00	0.00
Total Expenditures	0.00	41,842.10	535,076.00	493,233.90	92.18%	0.00	0.00
<u>Supplies & Maintenance</u>							
15-6374 Contract Services	938.55	16,836.63	25,000.00	8,163.37	32.65%	0.00	0.00
15-6610 General Operating Supplies	229.08	352.78	0.00	(352.78)	0.00%	0.00	0.00
15-6660 Office Supplies	0.00	114.34	0.00	(114.34)	0.00%	0.00	0.00
15-6791 Capital Outlay - Technology	0.00	1,899.00	0.00	(1,899.00)	0.00%	0.00	0.00
15-6792 Capital Outlay - Other	0.00	5,111.73	0.00	(5,111.73)	0.00%	13,400.00	18,542.00
Total Supplies & Maintenance	1,167.63	24,314.48	25,000.00	685.52	2.74%	13,400.00	18,542.00
Total Administration	19,534.40	194,668.71	1,004,000.00	809,331.29	80.61%	13,400.00	48,127.59
Total Expense	19,534.40	194,668.71	1,004,000.00	809,331.29	80.61%	13,400.00	48,127.59

City of Wimberley
Revenue And Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

300 - Capital Projects	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Expense Summary							
30-Capital Projects	337.50	269,469.64	206,000.00	(63,469.64)	(30.81%)	711,529.14	931,921.48
Expense Totals	337.50	269,469.64	206,000.00	(63,469.64)	-30.81%	711,529.14	931,921.48
Revenues Over(Under) Expenditures	(337.50)	(269,469.64)	(206,000.00)	0.00	0.00%	(711,529.14)	(931,921.48)

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

300 - Capital Projects Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
30-Capital Projects							
<u>Other Services & Charges</u>							
30-6795 Capital Outlay - Roads	0.00	0.00	195,000.00	195,000.00	100.00%	154,498.23	154,498.23
Total Other Services & Charges	0.00	0.00	195,000.00	195,000.00	100.00%	154,498.23	154,498.23
<u>Expenditures</u>							
30-6801 Capital Outlay - Oak Drive Project	337.50	269,469.64	11,000.00	(258,469.64)	(2349.72%)	557,030.91	777,423.25
Total Expenditures	337.50	269,469.64	11,000.00	(258,469.64)	(2349.72%)	557,030.91	777,423.25
Total Capital Projects	337.50	269,469.64	206,000.00	(63,469.64)	(30.81%)	711,529.14	931,921.48
Total Expense	337.50	269,469.64	206,000.00	(63,469.64)	(30.81%)	711,529.14	931,921.48

City of Wimberley
Revenue And Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

400 - Interest and Sinking	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
10-Interest and Sinking	0.00	0.00	363,395.00	363,395.00	100.00%	0.00	363,395.00
Revenue Totals	0.00	0.00	363,395.00	363,395.00	100.00%	0.00	363,395.00
Expense Summary							
10-Interest and Sinking	0.00	46,530.60	363,395.00	316,864.40	87.20%	(193,484.51)	124,395.29
Expense Totals	0.00	46,530.60	363,395.00	316,864.40	87.20%	(193,484.51)	124,395.29
Revenues Over(Under) Expenditures	0.00	(46,530.60)	0.00	0.00	0.00%	193,484.51	238,999.71

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

400 - Interest and Sinking Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<u>10-Interest and Sinking</u>							
<u>Revenues</u>							
10-6702 I&S General Fund Transfer In	0.00	0.00	124,395.00	124,395.00	100.00%	0.00	124,395.00
10-6703 I&S Waste Water Transfer In	0.00	0.00	239,000.00	239,000.00	100.00%	0.00	239,000.00
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>363,395.00</u>	<u>363,395.00</u>	<u>100.00%</u>	<u>0.00</u>	<u>363,395.00</u>
Total Interest and Sinking	<u>0.00</u>	<u>0.00</u>	<u>363,395.00</u>	<u>363,395.00</u>	<u>100.00%</u>	<u>0.00</u>	<u>363,395.00</u>
 Total Revenue	 <u>0.00</u>	 <u>0.00</u>	 <u>363,395.00</u>	 <u>363,395.00</u>	 <u>100.00%</u>	 <u>0.00</u>	 <u>363,395.00</u>

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

400 - Interest and Sinking Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
10-Interest and Sinking							
<u>Expenditures</u>							
10-6704 Tax Note Series 2021 Debt Service Principal	0.00	0.00	113,000.00	113,000.00	100.00%	(75,333.28)	113,000.00
10-6705 Tax Note Series 2021 Debt Service Interest	0.00	4,487.10	11,395.00	6,907.90	60.62%	(1,253.45)	11,395.29
Total Expenditures	<u>0.00</u>	<u>4,487.10</u>	<u>124,395.00</u>	<u>119,907.90</u>	<u>96.39%</u>	<u>(76,586.73)</u>	<u>124,395.29</u>
<u>Other Services & Charges</u>							
10-6900 Wastewater Debt Service - Prin	0.00	0.00	160,000.00	160,000.00	100.00%	(106,666.64)	0.00
10-6901 Wastewater Debt Service - Int	0.00	42,043.50	79,000.00	36,956.50	46.78%	(10,231.14)	0.00
Total Other Services & Charges	<u>0.00</u>	<u>42,043.50</u>	<u>239,000.00</u>	<u>196,956.50</u>	<u>82.41%</u>	<u>(116,897.78)</u>	<u>0.00</u>
Total Interest and Sinking	<u>0.00</u>	<u>46,530.60</u>	<u>363,395.00</u>	<u>316,864.40</u>	<u>87.20%</u>	<u>(193,484.51)</u>	<u>124,395.29</u>
Total Expense	<u>0.00</u>	<u>46,530.60</u>	<u>363,395.00</u>	<u>316,864.40</u>	<u>87.20%</u>	<u>(193,484.51)</u>	<u>124,395.29</u>

City of Wimberley
Revenue And Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

605 - American Rescue Plan	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Expense Summary							
05-American Rescue Plan	0.00	69,923.00	114,093.94	44,170.94	38.71%	41,703.47	92,903.47
Expense Totals	0.00	69,923.00	114,093.94	44,170.94	38.71%	41,703.47	92,903.47
Revenues Over(Under) Expenditures	0.00	(69,923.00)	(114,093.94)	0.00	0.00%	(41,703.47)	(92,903.47)

City of Wimberley
Revenue and Expense Report
As of May 31, 2023

6/12/2023 9:24 AM

605 - American Rescue Plan Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
05-American Rescue Plan							
<u>Liabilities</u>							
05-6751 Outlay - Projects	0.00	69,923.00	114,093.94	44,170.94	38.71%	41,703.47	92,903.47
Total Liabilities	0.00	69,923.00	114,093.94	44,170.94	38.71%	41,703.47	92,903.47
Total American Rescue Plan	0.00	69,923.00	114,093.94	44,170.94	38.71%	41,703.47	92,903.47
Total Expense	0.00	69,923.00	114,093.94	44,170.94	38.71%	41,703.47	92,903.47



AGENDA ITEM:	3. Consider approval of the following appointments to the Economic Support and Development Committee: a. Josh Smith b. Molly Bowen c. Phil Collins
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/31/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Ordinance for the ESDC was amended on the June 1st meeting to go from 9 to 7 members. This item is to formally re-appoint the members for their new term beginning July 1st.

REQUESTED ACTION

Motion

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve the Slate

ATTACHMENT/S

None



AGENDA ITEM:	4. Consider approval of Council Member David Cohen's appointment of Tim Dodson to the Board of Adjustment. <i>(Tammy Heller, City Secretary)</i>
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	05/31/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

A vacancy remains on the Board of Adjustment. This position would fill this vacancy.

REQUESTED ACTION

Motion

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve the appointment presented.

ATTACHMENT/S

None



AGENDA ITEM:	1. Receive a recommendation from the Transportation Advisory Board. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	06/12/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Transportation Advisory Board (TAB) would like to present some recommendations to the City Council related to transportation concerns within the City. A member or members of the TAB will be here to present.

REQUESTED ACTION

Discussion

FINANCIAL

N/A

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	1. Public Hearing and consider action on an Ordinance that would amend Chapter 9 of the Wimberley Code of Ordinances, Planning and Development Regulations, pertaining to subdivision and parkland dedication. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Nathan Glaiser
DATE SUBMITTED:	05/31/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

A public hearing will be held, but no action on an Ordinance is needed at this time. Bryce Cox, with DNRB&Z Law will be here to answer questions and provide additional information.

The staff published notice to consider an ordinance, but due to recent legislation, which will be discussed by Mr. Cox, no Ordinance will be considered this evening.

The subdivision ordinance amendment that was presented at the May 4, 2023 City Council meeting is attached.

REQUESTED ACTION

Discussion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Wimberley Subdivision Process Update - Exhibit A

Exhibit A

All text which is underlined denotes addition of new text. All text which is ~~stricken through~~ denotes removal of existing text. All other text is existing, unchanged text. Any existing text which has been omitted shall be considered unchanged. All text which is both between braces { } and italicized, is for document organization and reference only and is not intended to be adopted. Code of Ordinances of City of Wimberley, Texas is hereby amended as follows:

{Addition of vested rights provisions}

Sec.9.02.009 Vested rights

- (a) Introduction. LGC Chapter 245 - Issuance of Local Permits, commonly referred to as the State's "Vested Rights Law", provides an opportunity for landowners or developers to "grandfather" or "vest" government regulations that apply to development at the time of the filing of a permit application. The City has established in this section an administrative procedure for consideration of any claim of a vested right.
- (b) Definitions. The following terms shall have the meaning hereinafter ascribed to them under this section:
 - LGC – The Texas Local Government Code
 - Project – an endeavor over which the City (a regulatory agency, as defined by LGC Chapter 245) exerts its jurisdiction and for which one or more permits are required to initiate, continue, or complete the endeavor.
 - Permit - a license, certificate, approval, registration, consent, permit, contract, or other agreement for construction related to, or provisions of, service from a water or wastewater utility owned, operated, or controlled by the City, or other form of authorization required by law, rule, regulation, order or ordinance that a person must obtain to perform an action or initiate, continue, or complete a Project for which the permit is sought (i.e. subdivision master plan, preliminary plat or final plat).
- (c) Administrative procedure for consideration of claim of vested rights. Any property owner claiming vested rights under Chapter 245 of the LGC, or other applicable vesting law, shall submit a letter explaining in sufficient detail the basis upon which the property owner is claiming vesting and, consequently, is exempt from or not subject to a particular current regulation, ordinance, rule, expiration date, or other requirement. Such written submission shall include, at a minimum, the following:
 - (1) The name, mailing address, and telephone number of the property owner (or the property owner's duly authorized agent);
 - (2) Identification of the property, including the address (if it exists) and the plat reference (if it exists) or metes and bounds (if not platted), for which the property owner claims a vested right;
 - (3) Provide project name, type of permit and date the permit was filed;
 - (4) If a property owner claims that certain regulations do not apply to the project, the property owner must identify, with particularity, all requirements that the property owner claims do not apply; and
 - (5) Attach all supporting documents, if any.
- (d) Vested rights determination. The City Administrator will review the request and supporting documents and issue a final administrative determination of whether a vested right exists in relation

to the project, and shall identify in writing to the property owner all claims for which vested rights have been granted (the "Vested Rights Determination").

- (e) Appeal of vested rights determination. If the property owner believes that the vested rights determination is in error, the property owner shall have the right to appeal such vested rights determination to the City Council, which will have jurisdiction to hear and decide the appeal pursuant to this ordinance and LGC Chapter 245.
- (f) Recognition of vested rights.
 - (1) A property owner's original permit application expires on or after the forty-fifth (45th) calendar day after the date the application is submitted if:
 - (A) the property owner fails to provide documents or other information necessary to comply with the City's technical requirements relating to the form and content of the permit application;
 - (B) the City provides to the property owner, not later than the tenth (10th) business day after the date the application is filed, written notice of the failure that specifies the necessary documents or other information and the date the application will expire if the documents or other information is not provided; and
 - (C) the property owner fails to provide the specified documents or other information within the time provided in the written notice.
 - (2) Basis for vested rights. Only a project which was in progress (as defined by LGC Chapter 245) or for which a permit application was filed after September 1, 1997 may be eligible to claim vested rights; any project for which the permit application was filed prior September 1, 1997, or has expired, is not eligible. Vested rights do not begin to accrue until the filing of an original application or subdivision master plan or plat application that gives the City fair notice of the project to which the permit applies and the nature of the permit sought.
 - (3) A project will expire in five (5) years from the date the first permit application was filed for the project with City if progress, as defined in LGC Chapter 245, has not been made towards completion of the project. An expired project is considered dormant, vested rights lapse and the project must comply with all current ordinances and requirements.

{Addition of a development manual}

Sec.9.02.010 Development manual

- (a) The Development Manual shall contain development application forms, required application materials, fees, and application submittal deadlines. The Development Manual may be adopted and updated from time to time by Resolution approved by City Council. A copy of the current Development Manual shall be available upon request.

Sec.9.02.009 Sec.9.02.011-9.02.040 Reserved

{Removal and replacement of subdivision procedures Sec.9.02.041- 9.02.080}

Sec.9.02.041 General

- (a) The purpose of this section is to establish application procedures, internal review procedures, public notice and hearing procedures, and review criteria for the processing of applications and actions that affect the development and use of property subject to the jurisdiction of the City of Wimberley.
- (b) The owner of a tract of land located within the City limits or ETJ who divides the tract in two (2) or more parts to lay out a subdivision of the tract, including an addition to the City, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares parks or other parts must have a plat of the subdivision

prepared. A division of a tract under this section includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.

Sec.9.02.042 Initiation of application

- (a) Application submittal. All development applications to be considered by any Board, Commission or Committee, or by the City Council shall be initiated by the filing of the application by the owner of the property on which the permit is applicable or by the owner's designated agent. In the event an application is submitted by a designated agent, the application must be accompanied by a written statement, signed by the owner, authorizing the agent to file the application on the owner's behalf.
- (b) Determination of application completeness.
 - (1) All submitted development applications shall be subject to a determination of completeness by the City Administrator.
 - (2) No application shall be deemed complete and accepted for filing unless it is accompanied by all documents required by and prepared in accordance with the requirements of the City and any required fees have been paid.
 - (3) A determination of completeness shall not constitute a determination of compliance with the substantive requirements of this ordinance.
 - (4) Not later than the tenth (10th) business day after the date an application is submitted, the City Administrator shall make a written determination whether the application constitutes a complete application. This shall include a determination that all information and documents required by the City for the type of permit being requested have been submitted. A determination that the application is incomplete shall be sent to the applicant within such time period by email to the address listed on the application or by United States mail at the address listed on the application with the date the application was submitted. The determination shall specify the documents or other information needed to complete the application. Applications considered incomplete shall not be deemed filed with the city and shall be made available to the applicant for pick up at City Hall. All incomplete applications not picked up within 10 business days may be discarded at the discretion of the City Administrator. If an application is considered incomplete, a new application package must be submitted.
 - (5) The processing of an application by any City employee other than the City Administrator prior to the time the application is officially determined to be complete shall not be binding on the City as the official acceptance of the application for filing.
 - (6) A development application shall be deemed to expire on the forty-fifth (45th) calendar day after the application is submitted to the City Administrator for processing if the applicant fails to provide documents or other information necessary to meet the requirements of this ordinance or other requirements as specified in the determination provided to the applicant. Upon expiration, the application will be discarded, and a new application must be submitted.
 - (7) No vested rights accrue solely from the submission of an application that has expired pursuant to this section, or from the submission of a complete application that is subsequently denied.
- (c) Application withdrawal. Any request for withdrawal of an application must be submitted in writing to the City Administrator. If notification is required for the application and has been properly given via publication in the newspaper and/or written notification to surrounding property owners, such application must be placed on the agenda. The staff representative shall notify the Board, Commission, Committee or the City Council of the request for withdrawal. Application fees are not refundable unless reimbursement is otherwise authorized by the City Administrator.

Sec.9.02.043 Pre-application conference

- (a) Prior to submitting an application for approval of a development, subdivision master plan, or subdivision plat, the subdivider, at his/her option, may consult with and present a proposed plan for the subdivision to the City Administrator or his/her designee for comments and advice on the procedures, specifications, and standards required by the City for the subdivision of land. At such a meeting the City Staff will be able to make any suggestions that would direct the proposed subdivision toward desirable objectives and possibly prevent unnecessary work and expense if objectives are not met. No vesting shall occur under this subsection in accordance with this ordinance.

Sec.9.02.044 Certification of exhibits

- (a) Applicability. Prior to filing an application for a subdivision master plan or subdivision plat approval the applicant shall secure letters of certification as required by this ordinance and the Development Manual. A request for letters of certification and required items shall be submitted by the applicant as required by the Development Manual.
- (b) Application requirements. Any request for a letter of certification shall be accompanied by an application prepared in accordance with the City's Development Manual.
- (c) Processing of application and decision.
- (1) Submittal. A request for a letter of certification shall be submitted to the City Administrator. The City Administrator shall review the application for completeness. The City Administrator may request a review and recommendation from any other City department or consultant.
- (2) Decision by the City Administrator.
- (A) After the City Administrator has determined whether the request for letters of certification and required technical data is complete, each certifying department shall issue comments, approve or deny a letter of certification within forty-five (45) calendar days. When a certifying department determines that the proposed plan, plat or any of the required accompanying data does not conform with the requirements of this ordinance or other applicable regulations, ordinances or laws, the applicant may at his/her option revise any nonconforming aspects. If any data is revised and resubmitted, the certifying department shall have up to thirty (30) calendar days from the latest date of submission to issue comments, approve or deny a letter of certification.
- (B) If a letter of certification is not issued or denied within the time periods prescribed in subsection above, the same shall be deemed issued and the applicant may submit an application for subdivision master plan or subdivision plat, without submitting the letter of certification.
- (3) Scope of issuance. A letter of certification does not authorize the development or subdivision of land. Upon receipt of all required letters of certification, the applicant may submit an application for subdivision master plan or subdivision plat approval. Letters of certification shall remain valid for one (1) year from the date of issuance by the certifying department. After that time period, new or updated letters of certification shall be required to file a subdivision master plan or subdivision plat application.
- (4) Amendments. A letter of certification may be amended prior to filing an application for subdivision approval if the proposed amendment:
- (A) Does not increase the number of lots subject to the application.
- (B) Does not increase by more than five percent (5%) the lineal footage of roadways or the areas within the paved surface of the street right-of-way.
- (C) Does not reduce the amount of open space within the proposed subdivision.
- (D) Does not alter or change the approved stormwater plan.

- (5) Letter of certification authorization. A letter of certification is not recorded. A letter of certification shall be maintained by the applicant and presented with the application for subdivision master plan or subdivision plat approval.

Sec.9.02.045 Subdivision master plan

(a) Applicability

- (1) A subdivision master plan is required to provide for review of certain developments for compliance with, this ordinance, any additional adopted plans (i.e. water, wastewater, transportation, drainage), the compatibility of land uses, and the coordination of improvements within and among individual parcels of land or phases of development prior to approval of a preliminary or final plat. A subdivision master plan is required for any development meeting one or more following criteria:

- (A) The property is undeveloped and is greater than fifty (50) acres in size;
(B) The proposed subdivision of land is to occur in phases; or
(C) The proposed subdivision will require off-site road, drainage or utility connections of improvements that will have a substantial impact or effect on other properties or developments.

- (2) If a preliminary plat encompasses the entire development and tract of land, a subdivision master plan will not be required.

- (b) Application requirements. Any request for a subdivision master plan shall be accompanied by an application prepared in accordance with the City's Development Manual.

(c) Processing of application and decision.

- (1) Submittal. An application for a subdivision master plan shall be submitted to the City Administrator. The City Administrator shall review the application for completeness. The City Administrator may request a review and recommendation from any other city department or consultant. After appropriate review, the City Administrator shall forward a written recommendation to the Planning and Zoning Commission for consideration.
- (2) Decision by Planning and Zoning Commission. The Planning and Zoning Commission shall receive the written recommendation of the City Administrator and shall consider the proposed subdivision master plan. The Planning and Zoning Commission shall act on the plan within thirty (30) calendar days after the date a complete application is filed. The Planning and Zoning Commission must approve a subdivision master plan that is required to be prepared in accordance with this section and that satisfies all applicable regulations of the City. The Planning and Zoning Commission may vote to approve with conditions or deny a subdivision master plan that does not satisfy all applicable regulations of the City.
- (3) Conditional approval and denial. If the Planning and Zoning Commission conditionally approves or denies the subdivision master plan, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
- (4) Applicant response to conditional approval or denial. After the conditional approval or denial of a subdivision master plan, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Administrator is authorized to approve revisions required for conditional approval of the subdivision master plan. The Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied subdivision master plan or conditionally approved, if forwarded to the Planning and Zoning Commission by the City Administrator. Action

shall be taken by the City Administrator or Planning and Zoning Commission no later than the fifteenth (15th) calendar day after the date the response was submitted.

- (5) Subdivision master plan authorization. Approval of a subdivision master plan by the Planning and Zoning Commission shall be deemed as an expression of the approval of the layout submitted on the master plan as a guide to the final design of streets, water, sewer and other required improvements and utilities and to the preparation of a preliminary plat in accordance with the requirements of the City.
- (d) Criteria for approval. The Planning and Zoning Commission, in considering final action on a subdivision master plan, should consider the following criteria:
 - (1) the subdivision master plan is consistent with all city requirements including zoning requirements for the property or any development regulations approved as part of a development agreement;
 - (2) the proposed provision and configuration of roads, water, wastewater, drainage and park facilities are adequate to serve each phase of the subdivision;
 - (3) the schedule of development is feasible and prudent and assures that the proposed development will progress to completion within the time limits proposed;
 - (4) the location, size and sequence of the phases of development proposed assures orderly and efficient development of the land subject to the plan.
- (e) Expiration. The approval of a subdivision master plan shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved, during which period the applicant shall submit and receive approval for a preliminary plat for any portion of the land subject to the subdivision master plan. If a preliminary plat has not been approved within the two (2) year period, the subdivision master plan approval shall expire and the plan shall be null and void.
- (f) Revisions to an approved subdivision master plan.
 - (1) Minor changes. Minor changes in the design of the subdivision subject to a subdivision master plan may be incorporated in an application for approval of a preliminary plat without the necessity of filing a new application for approval of a subdivision master plan. Minor changes shall include adjustment in street or alley alignments, lengths, and adjustment of lot lines that do not result in creation of additional lots, provided that such changes are consistent with any approved prior applications.
 - (2) Major Changes. All other proposed changes to the design of the subdivision subject to an approved subdivision master plan shall be deemed major amendments that require submittal and approval of a new application for approval of a revised subdivision master plan before approval of a preliminary plat.

Sec.9.02.046 Preliminary plat

- (a) Applicability
 - (1) A preliminary plat is required to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development and the overall compliance of the land division with applicable City requirements.
 - (2) A preliminary plat may be submitted for any phase of development consistent with an approved subdivision master plan. Where a subdivision master plan is not required and the area to be platted is part of a larger tract of land, the preliminary plat must encompass the entire tract of land under ownership of the subdivider and shall provide a preliminary layout of streets, lots, blocks, utilities and drainage for the larger tract. A final plat may be submitted for individual lots to be platted out of the larger parcel.

- (b) Application requirements. Any request for a preliminary plat shall be accompanied by an application prepared in accordance with the City's Development Manual.
- (c) Processing of application and decision.
 - (1) Submittal. An application for a preliminary plat shall be submitted to the City Administrator. The City Administrator shall review the application for completeness. The City Administrator may request a review and recommendation from any other city department or consultant. After appropriate review, the City Administrator shall forward a written recommendation to the Planning and Zoning Commission for consideration.
 - (2) Decision by Planning and Zoning Commission. The Planning and Zoning Commission shall receive the written recommendation of the City Administrator and shall consider the proposed plat. The Planning and Zoning Commission shall act on the plat within thirty (30) calendar days after the date a complete application is filed. The Planning and Zoning Commission must approve a preliminary plat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of the City. The Planning and Zoning Commission may vote to approve with conditions or deny a preliminary plat that does not satisfy all applicable regulations of the City.
 - (3) Conditional approval and denial. If the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
 - (4) Applicant response to conditional approval or denial. After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Administrator is authorized to approve revisions required for conditional approval of the preliminary plat. The Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied plat or conditionally approved, if forwarded to the Planning and Zoning Commission by the City Administrator. Action shall be taken by the City Administrator or Planning and Zoning Commission no later than the fifteenth (15th) calendar day after the date the response was submitted.
 - (5) Preliminary plat authorization. Approval of a preliminary plat by the Planning and Zoning Commission shall be deemed as an expression of the approval of the layout submitted on the plat as a guide to the final design of streets, water, sewer and other required improvements and utilities and to the preparation of a final plat in accordance with the requirements of this ordinance.
- (d) Criteria for approval. The Planning and Zoning Commission, in considering final action on a preliminary plat, should consider the following criteria:
 - (1) the plat is consistent with all city requirements including zoning requirements for the property;
 - (2) the plat conforms to the general layout of the subdivision master plan (if applicable) and is consistent with the phasing plan approved therein;
 - (3) the proposed provision and configuration of roads, water, wastewater, drainage and park facilities, and easements and rights-of-way are adequate to serve the subdivision.
- (e) Expiration and extension.
 - (1) Expiration. The approval of a preliminary plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved, during which period the applicant shall submit and receive approval for a final plat for any portion of the land subject to the preliminary plat. If a final plat has not been approved within the two (2) year period, the preliminary plat approval, unless extended, shall expire and the plat shall be null and void.

- (2) Extension. At the request of the property owners or their representative, the expiration date for approval of a preliminary plat may be extended by the Planning and Zoning Commission for a period not to exceed six (6) months. A preliminary plat is not subject to reinstatement following expiration.
- (f) Revisions to an approved preliminary plat.
 - (1) Minor changes. Minor changes in the design of the subdivision subject to a preliminary plat may be incorporated in an application for approval of a final plat without the necessity of filing a new application for approval of a preliminary plat. Minor changes shall include a revision to plat notes, a revision to street or alley lengths, scrivener's errors, adjustment of lot lines that do not result in the increase or creation of additional lots or additional acreage, or changes or clarifications to easements, provided that such changes are consistent with any approved prior applications.
 - (2) Major Changes. All other proposed changes to the design of the subdivision shall be deemed major changes which includes but is not limited to the reconfiguration of street or alley alignments, the addition of streets or alleys, an increase in the number of lots or acreage, the addition or revision of a unit previously approved by the preliminary plat, any change to the open space dedication requirement, changes to drainage. The City Administrator shall determine if a change is minor or major. Major changes shall require submittal of a revised subdivision master plan (if applicable) and preliminary plat which is submitted and processed the same as a new subdivision master plan application and new preliminary plat application.

Sec.9.02.047 Final plat

- (a) Applicability
 - (1) A final plat is required to assure that the division or development of the land subject to the plat is consistent with all standards of this ordinance pertaining to the adequacy of public facilities, that public improvements to serve the subdivision or development have been installed and accepted by the City or that provision for such installation has been made, that all other requirements and conditions have been satisfied or provided for to allow the plat to be recorded, and to assure that the subdivision or development meets all other standards of this ordinance to enable initiation of site preparation activities for any lot or tract subject to the plat. Approval of a final plat shall be required prior to any non-exempt division of land and prior to any site preparation activities for a lot or tract of land that requires installation of public improvements on or adjacent thereto.
 - (2) A final plat may be submitted for any phase of development consistent with an approved preliminary plat.
- (b) Application requirements. Any request for a final plat shall be accompanied by an application prepared in accordance with the City's Development Manual.
- (c) Processing of application and decision
 - (1) Submittal. An application for a final plat shall be submitted to the City Administrator. The City Administrator shall review the application for completeness. The City Administrator may request a review and recommendation from any other city department or consultant. After appropriate review, the City Administrator shall forward a written recommendation to the Planning and Zoning Commission for consideration.
 - (2) Decision by Planning and Zoning Commission. The Planning and Zoning Commission shall receive the written recommendation of the City Administrator and shall consider the proposed final plat. The Planning and Zoning Commission shall act on the plat within thirty (30) calendar days after the date a complete application is filed. The Planning and Zoning Commission must

approve a final plat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of the City. The Planning and Zoning Commission may vote to approve with conditions or deny a final plat that does not satisfy all applicable regulations of the City.

- (3) Conditional approval and denial. If the Planning and Zoning Commission conditionally approves or denies the final plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
- (4) Applicant response to conditional approval or denial. After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Administrator is authorized to approve revisions required for conditional approval of the final plat. The Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied plat or conditionally approved, if forwarded to the Planning and Zoning Commission by the City Administrator. Action shall be taken by the City Administrator or Planning and Zoning Commission no later than the fifteenth (15th) calendar day after the date the response was submitted.
- (d) Criteria for approval. The Planning and Zoning Commission, in considering final action on a final plat, should consider the following criteria:
 - (1) The plat is consistent with all city requirements including zoning requirements for the property;
 - (2) the final plat conforms to the approved preliminary plat, except for minor changes that may be approved without the necessity of revising the approved preliminary plat; and
 - (3) the proposed provision and configuration of roads, water, wastewater, drainage and park facilities, and easements and rights-of-way are adequate to serve the subdivision.
- (e) Expiration and extension.
 - (1) Expiration. The approval of a final plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the Planning and Zoning Commission, during which period the applicant shall submit any required revisions for approval and recordation of the plat. If the final plat has not been recorded within the two (2) year period, the final plat approval, unless extended, shall expire and the plat shall be null and void.
 - (2) Extension. At the request of the property owner or their representative, the expiration date for approval of a final plat may be extended by the Planning and Zoning Commission for a period not to exceed six (6) months. A final plat is not subject to reinstatement following expiration.
- (f) Revisions following approval of final plat
 - (1) Minor Changes. An applicant may make minor changes to an approved final plat to reflect changes arising from installation of public improvements thereafter, provided that the approved final plat has not been recorded and that approval of the revised final plat occurs prior to expiration of approval of the initial final plat application. The City Administrator is authorized to approve minor changes to an approved final plat. If the approved final plat has been recorded, an amending plat or replat must be approved and recorded. Minor changes shall include a revision to plat notes, a revision to street or alley lengths, scrivener's errors, adjustment of lot lines that do not result in the increase or creation of additional lots or additional acreage, or changes or clarifications to easements, provided that such changes are consistent with any approved prior applications.
 - (2) Major Changes. All other proposed changes shall be deemed major changes which includes but is not limited to the reconfiguration of street or alley alignments, the addition of streets or

alleys, an increase in the number of lots or acreage, the addition or revision of a unit previously approved by the preliminary plat, any change to the open space dedication requirement, changes to drainage. The City Administrator shall determine if a change is minor or major. Major changes shall require submittal of a revised final plat which is submitted and processed the same as a new final plat application. Major changes may also require the submittal of a new application for approval of a preliminary plat before approval of a revised final plat.

Sec.9.02.048 Minor plat

- (a) Applicability. A minor plat may be submitted for approval where the proposed division of land involves four (4) or fewer lots fronting onto an existing public or private street and not requiring the creation of any new street or the extension of municipal facilities.
- (b) Application Requirements. Any request for a minor plat shall be accompanied by an application prepared in accordance with the City's Development Manual.
- (c) Processing of Application and Decision
 - (1) Submittal. An application for a minor plat shall be submitted to the City Administrator. The City Administrator shall review the application for completeness. The City Administrator may request a review and recommendation from any other city department or consultant.
 - (2) Minor plat approval. The City Administrator may approve a minor plat. The City Administrator may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. The City Administrator shall not disapprove a minor plat and shall be required to refer any plat for which approval is refused to the Planning and Zoning Commission. The City Administrator or the Planning and Zoning Commission shall act on the plat within thirty (30) calendar days after the date a complete application is filed.
 - (3) Conditional Approval and Denial. If the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
 - (4) Applicant Response to Conditional Approval or Denial. After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Administrator is authorized to approve revisions required for conditional approval of the plat. The Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied plat or conditionally approved, if forwarded to the Planning and Zoning Commission by the City Administrator. Action shall be taken by the City Administrator or Planning and Zoning Commission no later than the fifteenth (15th) calendar day after the date the response was submitted.
- (d) Criteria for approval. The City Administrator or Planning and Zoning Commission in considering final action on a minor plat should consider the following criteria:
 - (1) the plat is consistent with all city requirements including zoning requirements for the property;
 - (2) all lots to be created by the plat already are adequately served by all required public utilities and infrastructure; and
 - (3) the plat does not require the extension of any municipal facilities to serve any lot within the subdivision.
- (e) Expiration and extension
 - (1) Expiration. The approval of a minor plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the City Administrator or

the Planning and Zoning Commission. If the minor plat has not been recorded within the two (2) year period, the plat approval, unless extended, shall expire and the plat shall be deemed null and void.

- (2) Extension. At the request of the property owners or their representative, the expiration date for approval of a minor plat may be extended by the Planning and Zoning Commission for a period not to exceed six (6) months. A minor plat is not subject to reinstatement following expiration.

Sec.9.02.049 Amending plat

- (a) Applicability. An amending plat may be submitted for approval, and if approved and recorded is controlling over the preceding plat without vacation of that plat and without notice and hearing, if the amending plat is signed and acknowledged by all owners of the property being replatted and is solely for one (1) or more of the following purposes:
- (1) to correct an error in a course or distance shown on the preceding plat;
 - (2) to add a course or distance that was omitted on the preceding plat;
 - (3) to correct an error in a real property description shown on the preceding plat;
 - (4) to indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments;
 - (5) to show the location or character of a monument which has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
 - (6) to correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats, including lot numbers, acreage, street names, and identification of adjacent recorded plats;
 - (7) to correct an error in courses and distances of lot lines between two (2) adjacent lots if:
 - (A) both lot owners join in the application for amending the plat;
 - (B) neither lot is abolished;
 - (C) the amendment does not attempt to remove recorded covenants or restrictions; and
 - (D) the amendment does not have a materially adverse effect on the property rights of the other owners in the plat;
 - (8) to relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
 - (9) to relocate one or more lot lines between one or more adjacent lots if:
 - (A) the owners of all those lots join in the application for amending the plat;
 - (B) the amendment does not attempt to remove recorded covenants or restrictions; or
 - (C) the amendment does not increase the number of lots;
 - (10) to make necessary changes to the preceding plat to create six (6) or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
 - (A) the changes do not affect applicable zoning and other regulations of the municipality;
 - (B) the changes do not attempt to amend or remove any covenants or restrictions; and
 - (C) the area covered by the changes is located in an area that the City Council has approved, after a public hearing, as a residential improvement area;
 - (11) to replat one or more lots fronting on an existing street if:
 - (A) the owners of all those lots join in the application for amending the plat;
 - (B) the amendment does not attempt to remove recorded covenants or restrictions;
 - (C) the amendment does not increase the number of lots; and
 - (D) the amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.

- (b) Application Requirements. Any request for an amending plat shall be accompanied by an application prepared in accordance with the City's Development Manual.
- (c) Processing of Application and Decision
 - (1) Submittal. An application for an amending plat shall be submitted to the City Administrator. The City Administrator shall review the application for completeness. The City Administrator may request a review and recommendation from any other city department or consultant.
 - (2) Amending plat approval. The City Administrator may approve an amending plat. The City Administrator may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. The City Administrator shall not disapprove an amending plat and shall be required to refer any plat for which approval is refused to the Planning and Zoning Commission. The City Administrator or the Planning and Zoning Commission shall act on the plat within thirty (30) calendar days after the date a complete application is filed.
 - (3) Conditional Approval and Denial. If the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
 - (4) Applicant Response to Conditional Approval or Denial. After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Administrator is authorized to approve revisions required for conditional approval of the plat. The Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied plat or conditionally approved, if forwarded to the Planning and Zoning Commission by the City Administrator. Action shall be taken by the City Administrator or Planning and Zoning Commission no later than the fifteenth (15th) calendar day after the date the response was submitted.
- (d) Criteria for approval. The City Administrator or Planning and Zoning Commission in considering final action on an amending plat should consider the following criteria:
 - (1) the plat is consistent with all city requirements including zoning requirements for the property;
 - (2) all lots to be created by the plat already are adequately served by all required public utilities and infrastructure; and
 - (3) the plat does not require the extension of any municipal facilities to serve any lot within the subdivision.
- (e) Expiration and extension
 - (1) Expiration. The approval of an amending plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the City Administrator or the Planning and Zoning Commission. If the amending plat has not been recorded within the two (2) year period, the plat approval, unless extended, shall expire and the plat shall be deemed null and void.
 - (2) Extension. At the request of the property owners or their representative, the expiration date for approval of an amending plat may be extended by the Planning and Zoning Commission for a period not to exceed six (6) months. An amending plat is not subject to reinstatement following expiration.

- (a) Applicability. A replat is any plat that complies with LGC sections 212.014, 212.0145, and 212.015, as amended, which is generally submitted to replat a subdivision or part of a subdivision without vacation of the original plat. Replatting a portion of a recorded lot is not permitted.
- (b) Application requirements. Any request for a replat plat shall be accompanied by an application prepared in accordance with the City's Development Manual.
- (c) Processing of application and decision
 - (1) Submittal. An application for a replat plat shall be submitted to the City Administrator. The City Administrator shall review the application for completeness. The City Administrator may request a review and recommendation from any other city department or consultant. After appropriate review, the City Administrator shall forward a written recommendation to the Planning and Zoning Commission for consideration.
 - (2) Notification requirements for certain replats.
 - (A) Applicability. An application for a replat which is also accompanied by a waiver or variance request requires a public hearing and notice if:
 - (i) during the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or
 - (ii) any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.
 - (B) Public hearing notice. Notice of the public hearing shall be given at least 16 calendar days before the date of the public hearing by:
 - (i) publication in an official newspaper or a newspaper of general circulation in the county in which the municipality is located
 - (ii) Written notice with a copy of LGC Sec. 212.015(c) attached, mailed to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to be replatted, as indicated on the most recently approved municipal tax roll or in the case of a subdivision within the extraterritorial jurisdiction, the most recently approved county tax roll of the property upon which the replat is requested.
 - (C) Protests. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 feet from that area, but within the original subdivision, must be filed with the Planning and Zoning Commission, prior to the close of the public hearing. If the proposed replat is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of the Planning and Zoning Commission members present.
 - (i) In computing the percentage of land area for protest, the area of streets and alleys shall be included.
 - (3) Decision by the Planning and Zoning Commission. The Planning and Zoning Commission shall receive the recommendation of the City Administrator and shall consider the proposed replat. If required, a public hearing shall be held in accordance with LGC Chapter 212. The Planning and Zoning Commission shall act on the plat within thirty (30) calendar days after the date a complete application is filed. The Planning and Zoning Commission must approve a replat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of the City. The Planning and Zoning Commission may vote to approve with conditions or deny a replat that does not satisfy all applicable regulations of the City.
 - (4) Conditional Approval and Denial. If the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or

reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.

- (5) Applicant Response to Conditional Approval or Denial. After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Administrator is authorized to approve revisions required for conditional approval of the plat. The Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied plat or conditionally approved, if forwarded to the Planning and Zoning Commission by the City Administrator. Action shall be taken by the City Administrator or Planning and Zoning Commission no later than the fifteenth (15th) calendar day after the date the response was submitted.
- (d) Criteria for Approval. The Planning and Zoning Commission in considering final action on a replat should consider the following criteria:
 - (1) the replat is consistent with all city requirements including zoning requirements for the property;
 - (2) the replat is signed and acknowledged by only the owners of the property being replatted;
 - (3) if required, a public hearing was held and parties in interest and citizens have had an opportunity to be heard; and
 - (4) if required the proposed provision and configuration of roads, water, wastewater, drainage and park facilities, and easements and rights-of-way are adequate to serve the subdivision.
 - (5) the replat does not attempt to amend or remove any covenants or restrictions.
- (e) Notification of approval for certain replats. If a proposed replat does not require a variance or exception, the City Administrator shall, not later than the 15th calendar day after the date the replat is approved, provide written notice by mail of the approval of the replat to each owner of a lot in the original subdivision that is within 200 feet of the lots to be replatted according to the most recent municipality or county tax roll. This notification requirement does not apply to a proposed replat if the Planning and Zoning Commission holds a public hearing and gives notice of the hearing in the manner provided above.
 - (1) The notice of a replat approval must include:
 - (A) the zoning designation of the property after the replat; and
 - (B) a telephone number and e-mail address an owner of a lot may use to contact the City about the replat.
- (f) Expiration and extension
 - (1) Expiration. The approval of a replat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the Planning and Zoning Commission. If the replat has not been recorded within the two (2) year period, the plat approval, unless extended, shall expire and the plat shall be deemed null and void.
 - (2) Extension. At the request of the property owners or their representative, the expiration date for approval of a replat may be extended by the Planning and Zoning Commission for a period not to exceed six (6) months. A replat is not subject to reinstatement following expiration.

Sec.9.02.051 Vacating a plat

- (a) Applicability. The provisions of this section are authorized under LGC Chapter 212 and shall be applicable to all areas within the City limits and ETJ.
- (b) Application Requirements. Any request for vacating a plat shall be accompanied by an application prepared in accordance with the City's Development Manual.
- (c) Processing of Application and Decision

- (1) Submittal. An application for vacating a plat shall be submitted to the City Administrator. The City Administrator shall review the application for completeness. The City Administrator may request a review and recommendation from any other city department or consultant. After appropriate review, the City Administrator shall forward a written recommendation to the City Council for consideration.
- (2) Decision by the City Council. The City Council shall receive the recommendation of the City Administrator and shall consider the proposed plat vacation. The City Council may vote to approve, approve with conditions or deny a request for vacating a plat.
- (d) Criteria for approval. The City Council in considering action on vacating a plat should consider the following criteria:
 - (1) the vacating plat is consistent with all zoning requirements for the property, all other requirements of this ordinance that apply to the plat vacation, and any other applicable city requirements;
 - (2) the vacating plat is signed and acknowledged by all owners of lots in the original plat; and
 - (3) The vacating plat is consistent with all other state requirements pertaining to vacating a plat.
- (e) Effect of Vacation
 - (1) Upon the execution and recording of the vacating instrument, the previous plat shall no longer be in effect.
 - (2) Regardless of the City Council's action on the application, the applicant will have no right to a refund of any monies, fees or charges paid to the City nor to the return of any property or consideration dedicated or delivered to the City except as may have previously been agreed to by the City Council.
 - (3) The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.
 - (4) The City Council, at its discretion, shall have the right to retain all or specific portions of road right-of-way or easements shown on the plat being considered for vacation. However, the City Council shall consider a request for vacating a plat upon satisfactory conveyance of easements or right-of-way in a separate legal document using forms provided by the City Attorney's office.

Sec.9.02.052 Recordation

- (a) Recording procedures. After approval of a final plat, minor plat, amending plat or replat and acceptance of any required public improvements or execution of a Subdivision Improvement Agreement pursuant to this ordinance, the applicant may submit all required items to the City to record the plat in the county in which the land is located. Upon receipt of the plat recording submittal and notification of acceptance of required public improvements or execution of an Improvement Agreement, the City Administrator shall procure the signature of the City Engineer and the Planning and Zoning Commission Chairperson or his/her designee on the plat and shall promptly cause the plat to be recorded. The City Administrator may, at their discretion, return the signed plat to the subdivider to record the plat with the County. No plat will be received for recording until all back taxes owed to the City have been paid in full and a certified copy of a tax certificate from the applicable county tax office has been received for the subject property.

Sec.9.02.053 Plat waivers

- (a) General. The Planning and Zoning Commission may authorize waivers from the provisions of this ordinance when, in its opinion, undue hardship will result from requiring strict compliance. In granting a waiver, the Planning and Zoning Commission shall prescribe only conditions that it deems

necessary or desirable to the public interest. In making their findings, the Planning and Zoning Commission shall take into account the nature of the proposed use of the land involved and existing uses of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such waivers upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity.

- (b) Timing. Plat waivers shall be submitted prior to filing a plat application. The City will not issue a letter of certification for any proposed subdivision plat exhibits requesting a plat waiver until the requested waiver has been approved.
- (c) Application requirements. Any request for a plat waiver shall be accompanied by an application prepared in accordance with the City's Development Manual.
- (d) Processing of application and decision
 - (1) Submittal. An application for a plat waiver shall be submitted to the City Administrator. The City Administrator shall review the application for completeness. The City Administrator may request a review and recommendation from any other city department or consultant. After appropriate review, the City Administrator shall forward a written recommendation to the Planning and Zoning Commission for consideration.
 - (2) Notification requirements for plat waivers. Written notice of the public hearing shall be mailed to each owner of real property within 200 feet, as indicated by the most recently approved municipal tax roll, at least 11 days prior to the public hearing.
 - (3) Decision by Planning and Zoning Commission. The Planning and Zoning Commission shall hold a public hearing, receive the written recommendation of the City Administrator, and shall consider the proposed plat waiver request. The Planning and Zoning Commission may vote to approve, approve with conditions, or deny the plat waiver request.
- (e) Conditions. In approving a plat waiver, the Planning and Zoning Commission may prescribe appropriate conditions that it deems necessary or desirable to the public interest
- (f) Criteria for approval. The Planning and Zoning Commission, in considering action on a plat waiver should consider the following criteria:
 - (1) That the granting of the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area; and
 - (2) The granting of the waiver is in in harmony with the general purpose and intent of this ordinance so that the public health, safety, and welfare may be secured and justice done; and
 - (3) The granting of the waiver is necessary for the preservation and enjoyment of a substantial property right; and
 - (4) There are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this ordinance would deprive the Subdivider of the reasonable use of the land; and
 - (5) The waiver request represents the minimum degree of variation, in the opinion of Planning and Zoning Commission, of requirements necessary to meet the needs of the subdivider; and
 - (6) The waiver is to a provision of this subdivision ordinance; and
 - (7) That the granting of the waiver will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this ordinance.
- (g) The findings of the Planning and Zoning Commission, together with the specified facts upon which such findings are based, shall be incorporated into the official minutes of the Planning and Zoning Commission meeting at which such waiver is granted.
- (h) Expiration. Approved waivers shall expire 12 months after approval if a plat application has not been filed with the City. If a plat application is filed before the waiver expires, the approved waiver shall be incorporated into the plat application and follow the same expiration timelines as the associated plat application.

- (i) Limitations. Planning and Zoning Commission may only authorize a waiver to the subdivision regulations in this article.

Sec.9.02.054 Infrastructure construction plans and completion of improvements

- (a) Applicability. The provisions of this section apply to the construction of any public infrastructure improvements.
- (b) Application Requirements. Any request for construction of any public infrastructure improvements shall be accompanied by an application prepared in accordance with the City's Development Manual.
- (c) Processing of Application and Decision
 - (1) An application shall be submitted to the City Administrator. The City Administrator shall review the application for completeness. The City Administrator may request a review and recommendation from any other city department or consultant.
 - (2) Decision by the City Administrator. The City Administrator may approve, approve with conditions or deny the construction plans.
- (d) Criteria for Approval. The City Administrator shall apply the following criteria in making a decision on the construction plans:
 - (1) The construction plans are consistent with the approved preliminary plat or the proposed final plat in the event that the public infrastructure improvements are in relation to a plat; and
 - (2) The construction plans conform to all applicable regulations pertaining to the construction and installation of public infrastructure improvements.
- (e) Expiration. The approval of construction plans shall remain in effect for two (2) years after the date the construction plans were approved by the City Administrator. If construction of the project has not commenced during the two (2) year period, approval of the construction plans shall expire. For public infrastructure improvements that are associated with a final plat, approval of the construction plans shall remain in effect for the time that approval of the final plat is in effect and shall expire when approval of the final plat expires, unless an extension is granted.
- (f) Extension. At the written request of the property owner or their authorized agent, the expiration date for the approval of construction plans may be extended by the City Administrator for a period not to exceed six (6) months.
- (g) Timing of Public Infrastructure Improvements.
 - (1) Completion prior to final plat recordation. For public infrastructure improvements associated with a proposed subdivision or development, except as provided below, completion of the improvements shall be in accordance with the approved construction plans and shall occur before an approved final plat is recorded, unless the obligation to construct public infrastructure improvements has been deferred and an improvement agreement is executed.
 - (2) Installation after final plat recordation. The property owner or applicant may request to defer the obligation to construct and install one (1) or more public improvements to serve the associated subdivision until after final plat recordation. The request shall be submitted in writing and specify what is being requested for deferral. The City Administrator, at their discretion, may approve or deny the request to defer installation of public infrastructure improvements. Deferral of the obligation to install public improvements if granted shall be conditioned on execution of a subdivision improvement agreement and provision of sufficient security.
 - (3) Off-Site Easements. All necessary off-site easements required for installation of off-site public improvements to serve the subdivision or development shall be acquired by the subdivider or developer and conveyed solely to the City by an instrument approved by the City.
- (h) Inspection and Acceptance of Public Infrastructure Improvements.

- (1) Inspections. Inspection of the public infrastructure improvements shall be conducted by the City or its representatives. Construction shall be in accordance with the approved construction plans. Any significant change in design required during construction shall be subject to approval by the City Administrator.
- (2) Submission of as-built plans or record drawings. The City shall not accept dedication of required public improvements until the applicant has submitted detailed "as-built" record drawings in accordance with City requirements. In addition, the applicant shall provide a statement signed by a registered professional engineer that all improvements have been installed and constructed in accordance with the submitted as-built plans.
- (3) Acceptance of improvements. When the City Administrator has determined that the public infrastructure improvements have been installed in accordance with the approved Construction Plans, the City Administrator shall accept such improvements on behalf of the City. Acceptance of the improvements shall mean that the property owner has transferred all rights to all the public improvements to the City for use and maintenance. Upon acceptance of the required public improvements, the City Administrator shall have a certificate issued to the property owner stating that all required public improvements have been satisfactorily completed.
- (i) Maintenance and Warranty of Improvements.
 - (1) Maintenance during construction. The developer shall maintain all required public improvements during construction of the development.
 - (2) Bond. The developer or owner shall covenant to warranty the required public improvements for a period of two (2) years following acceptance by the City of all required public improvements or following the date of plat recordation, whichever occurs later. A warranty bond shall be provided in the amount of 20% of the costs of the improvements for such period. All public improvements shall be bonded.
 - (3) Whenever a defect or failure of any required improvement occurs within the period of coverage, the City shall require that a new maintenance bond or surety instrument be posted for a period of one full calendar year sufficient to cover the corrected defect or failure.

Sec.9.02.055 Subdivision improvement agreements

- (a) Deferral of public improvements. The property owner or applicant may request to defer the obligation to construct and install one (1) or more public improvements to serve the associated subdivision until after final plat recordation. The request shall be submitted in writing and specify what is being requested for deferral. The City Administrator, at their discretion, may approve or deny the request to defer installation of public infrastructure improvements. Deferral of the obligation to install public improvements if granted shall be conditioned on execution of a subdivision improvement agreement and provision of sufficient security.
- (b) Obligations under agreement. Whenever public improvements to serve development are deferred until after recordation of the final plat, the property owner shall enter into an Improvement Agreement and provide adequate security as determined by the City Administrator. The Improvement Agreement shall be subject to review and approval by the City Administrator and any other city department or consultant they deem necessary. The agreement shall contain the following minimum provisions:
 - (1) covenants to complete the improvements be no later than two (2) years after approval of the final plat, unless otherwise stipulated in the terms and conditions of the Improvement Agreement;

- (2) covenants to warranty the required public improvements for a period of two (2) years following acceptance by the City of all required public improvements, unless stated otherwise in the Improvement Agreement;
- (3) covenants to provide a warranty bond in the amount of 20% of the costs of the improvements for such period, unless stated otherwise in the Improvement Agreement;
- (4) provisions for participation in the costs of the improvements by the City, if authorization has been obtained from the City Council, and a performance bond for such improvements from the contractor;
- (5) provisions for securing the obligations of the agreement in accordance with this ordinance; and
- (6) such other terms and conditions as are agreed to by the City and the property owner, or as may be required by this ordinance or other City regulations.
- (c) Covenants to run with the land. The Improvement Agreement shall provide that the covenants contained in the Agreement run with the land and bind all successors, heirs and assignees of the property owner. All existing owners and lienholders shall be required to execute the Agreement or provide written consent to the covenants contained in the Agreement.
- (d) Security for Completion of Improvements.
 - (1) Security. Whenever the property owner has entered into an Improvement Agreement to defer installation of public improvements, the property owner shall provide sufficient security for completion of the required public improvements. The security shall be in the form of a cash escrow, a performance bond or surety bond provided by a licensed surety company, or other security as approved by the City Administrator.
 - (2) Amount and acceptability. The security shall be issued in the minimum amount of 125% of the estimated cost of completion that is approved by the City Administrator for the required public infrastructure improvements. The terms of the security agreement shall be subject to the approval of the City Administrator and the City Attorney.
 - (3) Remedies. Where an Improvement Agreement has been executed and security has been posted and required public improvements have not been installed in accordance with the terms of the agreement, the City may:
 - (A) declare the Agreement to be in default and require that all the public improvements be installed regardless of the extent of completion of the development at the time the agreement is declared to be in default;
 - (B) obtain funds under the security and complete the improvements itself or through a third party; or
 - (C) assign its right to receive funds under the security to any third party, including a subsequent owner of the development in exchange for the subsequent owner's agreement and posting of security to complete the public infrastructure improvements.

~~Sec.9.02.049~~ Sec.9.02.056 - 9.02.080 Reserved

{Remove Division 3 Alternative Form Subdivisions}

Division 3. ~~Alternative Form Subdivisions~~ Reserved

~~Sec.9.02.085~~ Sec.9.02.081 – 9.02.110 Reserved

{Revisions to Sec.9.02.234 and Sec.9.02.235 for consistency with the new section for Infrastructure construction plans and completion of improvements }

Sec.9.02.234 Improvement Plans Reserved

~~Plans for the improvements required by this division shall be prepared and approved in accordance with the provisions contained in this article and as specifically set forth in section 9.02.235.~~

Sec.9.02.235 Acceptance of improvements Reserved

~~During the course of installation and construction of the required improvements, the director or his or her designated representative shall make periodic inspections of the work to ensure that all improvements comply with municipal requirements. Upon completion of installation and construction of all required improvements, the subdivider may seek acceptance of all public improvements by the city by submitting the required number of copies of as-built plans and a one-year maintenance bond in an amount as specified at the time of final plat submittal. In addition, the subdivider shall provide a statement signed by a registered professional engineer that all improvements have been installed and constructed in accordance with the submitted as-built plans.~~

{Relocation of sidewalk construction timing requirements to Sec. 9.02.115.b.24}

Sec.9.02.115.b.24

Pedestrian circulation. Sidewalks shall be provided along both sides of primary and secondary arterials and collectors and one side of local streets. Crosswalks shall be provided to connect parallel streets when blocks exceed 1,000 feet or when blocks exceed 500 feet and the path would provide a connection to a school, park, or other community service facility. A minimum of ten feet of right-of-way is required for all crosswalks. Sidewalks shall be provided along both sides of all streets, whether public or private, within 1,000 feet of public school or park property. Sidewalks shall be constructed as shown on the approved construction plans according to the city's construction standards and specifications for roads, streets, structures, and utilities. Sidewalks must be constructed and approved for each lot prior to issuance of a certificate of occupancy.

{Removal and replacement of Parkland dedication regulations Sec.9.02.271-9.02.310}

Sec.9.02.271 Purpose

- (a) The purpose of this section is to provide for the adequate provision of parkland and open space to meet the needs of a growing City population; for improvements to existing parkland; for establishment, maintenance and operation of a Parkland Dedication Fund; establish requirements and procedures for governing required dedications of parkland or improvements to existing parkland by subdividers of land; and for cash payments-in-lieu of land by subdividers of land in certain cases.
- (b) It is hereby declared by the City Council that recreational areas in the form of parks and open spaces are necessary and for the public welfare and that the only adequate procedure to provide for parkland and park improvements is by integrating such a requirement into the procedure for planning and developing property or subdivisions in the City, whether such development consists of new residential construction on vacant land or the addition of new dwelling units on existing

residential land. It is the policy of the City to require subdividers of residential subdivisions and lots to provide for parkland and park facilities at the time of development approval in proportion to the need for such improvements created by the developments and in proportion to the benefits received from contribution of such facilities.

Sec.9.02.272 Applicability

The parkland dedication and park development requirements of this section shall be applicable to every residential and multifamily subdivision developed under the provisions of this ordinance, whether such subdivision consists of new residential construction on vacant land or the addition of new dwelling units on existing residential land, within the City limits and ETJ.

Sec.9.02.273 Parkland design requirements

- (a) Compliance with the comprehensive plan. Any land to be dedicated to meet the requirements of this article shall be reasonably located and adaptable for use as a public park and recreation facility as defined by the comprehensive plan. The Parks and Recreation Board shall make a recommendation on the suitability of proposed park land. The shape of the parcel or tract of land to be dedicated should be appropriate for public parks and recreation purposes.
- (b) Minimum area. The dedicated land should form a single parcel or tract of land at least 5 acres in size unless it is determined that a smaller tract would be in the public interest, or that additional contiguous land will be reasonably available for dedication to or purchase by the city.
- (c) General location. The location of parkland may be required at the edge of a subdivision so that additional land may be added at such time as adjacent land is subdivided or acquired for public use. Otherwise a centralized location is preferred.
- (d) Usable land. At least fifty percent (50%) of proposed parkland dedication site shall be level, well drained and suitable for open play. Such land shall be located outside of any one hundred (100) year floodplain or any other special flood zone identified on the most recently approve FEMA FIRM map and shall not exceed five percent (5%) slope. A plat waiver to this requirement may be requested when the proposed parkland dedication furthers the goals and objectives of the parks and open space portion of the comprehensive plan.
- (e) Areas within the 100-year floodplain. The following standards shall also apply to the consideration of park land dedication within the 100-year floodplain.
 - (1) Areas within the 100-year floodplain may be dedicated in fulfillment of the dedication requirement when the development is adjacent to the Blanco River or Cypress Creek. This dedication shall include the entire 100-year floodplain, or a 200-foot strip measured from the centerline of the creek, river, or the floodway, whichever is greater. This dedication requirement shall take precedence over all other park land dedication requirements, including the possibility that these dedicated tracts may have to be exempt from the other design standards for park land described in this section. Every acre of proposed dedicated parkland located within the floodplain or other special flood hazard area adjacent to the Blanco River or Cypress Creek shall count as one and one-half (1.5) acres of land towards the total parkland dedication requirement.
 - (2) Areas in the 100-year floodplain not located adjacent to the Blanco River or Cypress Creek may constitute up to 50% of the requirement of land dedication. Every acre of proposed dedicated parkland located within the floodplain or other special flood hazard area not adjacent to the Blanco River or Cypress Creek shall count as one-half (½) acre of land towards the total parkland dedication requirement. However, with a recommendation from the Parks and Recreation Board, the Planning and Zoning Commission may permit the area within the 100-year floodplain, when not located adjacent to the Blanco River or Cypress Creek, to constitute up to 100% of the

park land dedication requirement if, in its opinion, the dedication of the land furthers the goals and objectives of the parks and open space portion of the comprehensive plan.

- (f) Access. Access to parkland designated on a subdivision plat shall be provided by the dedication of at least 200 feet of street frontage in a manner satisfactory to the City, preferably at the corner of two (2) intersecting streets. When the land abutting the designated parkland is developed, the subdivider of such abutting land shall furnish and pay for all paving of all abutting street frontage. The City Administrator may reduce the amount of required frontage for unique parkland dedications which furthers the goals and objectives of the parks and open space portion of the comprehensive plan
- (g) Utilities. Public utilities including water and wastewater connections shall be readily available at the park site with water and wastewater lines located along the street frontage. The applicant must demonstrate to the satisfaction of the City that sufficient utilities are available to serve the park.
- (h) Disturbance of land. Any disturbed park land shall be restored and the soil stabilized by vegetative cover by the developer.
- (i) Drainage improvements. Detention ponds and/or other drainage facilities that serve the subdivision shall not be constructed in areas that are to be dedicated as parkland.
- (j) Environmentally sensitive features. In the case of areas known to contain sensitive environmental features, the City Council may, at its discretion, waive these standards subject to the following limitations:
 - (1) The areas shall provide recreational or educational opportunities for the surrounding community;
 - (2) The areas shall be given a 50% credit against the requirement of land dedication or payment of fees; and
 - (3) The areas shall meet any additional standards specified in the park land design standards pertaining to the dedication of areas known to contain sensitive environmental features.
- (k) Parks and Recreation Board recommendation. The parks and recreation board shall make recommendations, based upon the park land design standards and the provisions contained herein, to the City Administrator concerning the amount and location of park land, credit for land in the 100-year floodplain, credit for areas known to contain sensitive environmental features, and development of park land.

Sec.9.02.274 Dedication and improvement

- (a) Land dedication. The subdivider of a residential (including multifamily) subdivision shall dedicate to the City developed improved parkland in the amount as established within the fee schedule adopted by the City Council. Parkland shall be shown on the final plat establishing a residential (including multifamily) subdivision and shall contain the dedication of an area of land for park purposes meeting the requirements set out in this section.
- (b) Development of areas smaller than five (5) acres. The dedicated land should form a single parcel or tract of land at least five (5) acres in size unless it is determined that a smaller tract would be in the public interest, or that additional contiguous land will be reasonably available for dedication to or purchase by the City. If no land for parkland is being required by the City due to size or location, then prior to filing the plat, the subdivider shall be required to pay to the City the applicable cash payment-in-lieu of land. No plat showing a dedication of less than five (5) acres for a public park shall be approved by the Planning and Zoning Commission unless it is determined by the Commission that a smaller tract would be in the public interest, or that additional contiguous land will be reasonably available for dedication to or purchase by the City.
- (c) Improvements. A subdivider dedicating parkland shall improve the public parkland with improvements approved by the City Administrator. The minimum value for the improvements

should be roughly proportionate to the amount the subdivider would be required to pay as fee-in-lieu for parkland development if they were not dedicating land. Design, specification, and construction of the improvements shall be subject to review and approval by the City. No final plat shall be recorded for any subdivision in which completion of the required improvements has not been accepted by the City unless a parkland improvement agreement has been approved and executed with an adequate financial surety provided.

Sec.9.02.275 Fee-in-lieu

- (a) Right to request waiver of dedication requirements. A subdivider obligated to make a dedication of land may request the City waive the required dedication of land, in whole or in part, and to accept a cash payment-in-lieu of land dedication. Any request for a waiver to the land dedication requirements shall be subject to review and approval by the City Administrator. The City Administrator may, for any reason, elect to present the waiver request for approval to the City Council.
- (b) Required fee-in-lieu of land dedication and improvements. Any subdivider who is required to make a cash payment-in-lieu of land dedication and improvements or who is granted a waiver in accordance with this ordinance, shall make a cash payment-in-lieu of land and improvements in accordance with this section. The amount of such cash payment-in-lieu of land shall be calculated by multiplying the number of dwelling units proposed to be established by the plat times the amount per dwelling unit as established in the fee schedule set from time to time by the City Council. A cash payment-in-lieu of land and improvements shall be made prior to the recordation of the final plat for single family residential uses and prior to the issuance of a building permit for multifamily developments.
- (c) Additional dwelling units. The addition of new dwelling units increasing the total number of dwelling units on existing land (including multifamily) shall be required to dedicate and improve parkland or pay a fee-in-lieu for parkland dedication and improvement. Dedication and improvement of parkland or a fee-in-lieu for parkland dedication and improvement is not required for the addition of an accessory dwelling unit.

Sec.9.02.276 Parkland dedication and improvement fund

- (a) The City shall reserve all fee-in-lieu of payments and any accrued interest from the fee-in-lieu of parkland dedication or fee-in-lieu of parkland improvement in a separate account from the general funds of the City. This fund shall be known as the Parkland Dedication & Improvement Fund.
- (b) The City shall deposit sums collected as cash payments-in-lieu of land and cash payments-in-lieu of improvements in the Parkland Dedication & Improvement Fund. The City shall expend such funds collected for the acquisition of land or for the improvement of existing parks on a first in, first out basis.
- (c) The City shall maintain records detailing the receipts and expenditures for the Parkland Dedication Fund. All funds deposited as credit for fee-in-lieu of parkland dedication or improvement shall be utilized for the acquisition of new parkland and/or the development of new or existing parkland within the City.

Sec.9.02.277 Parkland dedication procedure

- (a) Dedication procedures. The owner of property for a residential subdivision shall be required at final plat approval to dedicate parkland. The land so dedicated and conveyed shall not be subject to any reservations of record, encumbrances of any kind, or easements, which in the opinion of the City will interfere with or materially increase the cost of making such land available for parks or recreational purposes. Dedication of parkland shall be evidenced by a formal dedication on the plat to be recorded or by warranty deed transferring the property in fee simple to the City.

- (b) Right to accept/reject land. If the City determines that sufficient park area is already in the public domain within proximity of the proposed development, or if the recreation needs for the area would be better served by expanding or improving existing parks, the City has the right to accept the dedication or to refuse same and require a cash payment-in-lieu of land and improvements.
- (c) Development of Subdivision in Phases. If a subdivision is to be developed in phases and the final platting of the park area to be dedicated is to be included in a future phase, then the subdivider shall be required to enter into a Parkland Improvement Agreement and provide sufficient security for the land and improvements.

Sec.9.02.278 Parkland Improvement Agreement

The property owner or applicant may request to defer the obligation to dedicate parklands and/or develop parklands until after a final plat recordation. The request shall be submitted in writing and specify what is requested for deferral. Deferral of the obligation to dedicate parkland and/or develop parklands shall be conditioned on execution of an Improvement Agreement and provision of sufficient security. The City Administrator may approve or deny the request to defer obligations to dedicate parkland dedication and/or develop parklands. A Parkland Improvement Agreement may be required for phased subdivisions where the parkland dedication is placed in a future phase.

Secs.9.02.279- 9.02.310 Reserved

{modifications to Division 10 Administration and Enforcement}

Sec.9.02.351 General Administration

For all subdivisions of land within the scope of this article, a plat of the subdivision shall be prepared and submitted to the planning and zoning commission ~~and city council~~ for their approval or disapproval as provided for in this article.

{Repeal and replacement of Sec.9.02.357}

Sec.9.02.357 Reserved.

{Revisions for to Sec.9.02.233 for consistency with new plat waivers Sec.9.02.053 Plat waivers}

Sec. 9.02.233 Continuity of improvements

All improvements shall be designed and installed so as to provide for a logical system of utilities, drainage, and streets and to create continuity of improvements for the development of adjacent properties. Water, wastewater, transportation, and drainage improvements shall be extended to the perimeter of a subdivision, except that notwithstanding the prohibition of granting ~~variances~~ waivers for improvements as set forth in ~~section 9.02.357 of this Code~~ article, the commission is authorized to vary or modify the requirement for extending water, wastewater, transportation, and drainage improvements to the perimeter of a subdivision in accordance with the plat waiver procedural requirements ~~contained in section 9.02.357.~~

{Revisions for to Sec.9.02.133.g.18 for consistency with new plat waivers Sec.9.02.053 Plat waivers}

Sec.9.02.133.g.18

The requirements set forth herein are not intended to be exhaustive and wherever it is necessary to make additional requirements in order to maximize the effectiveness of the drainage plan in question, those requirements shall be made by the commission. Special exceptions to these requirements may be allowed pursuant to section 9.02.357-053 of this Code when the special exception will not result in drainage-related problems sought to be prevented by these regulations.

DRAFT



AGENDA ITEM:	2. Hold a Public Hearing and discuss the establishment of a Local Historic District and the adoption of Historic District Design Guidelines. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	05/31/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

This item will be a Public Hearing with no action or consideration to establish a district at this time. Staff will seek council's direction on establishing a historic district and adopting design guidelines. An ordinance would be brought back at a future date.

The proposed design guidelines is attached for review.

REQUESTED ACTION

Discussion

FINANCIAL

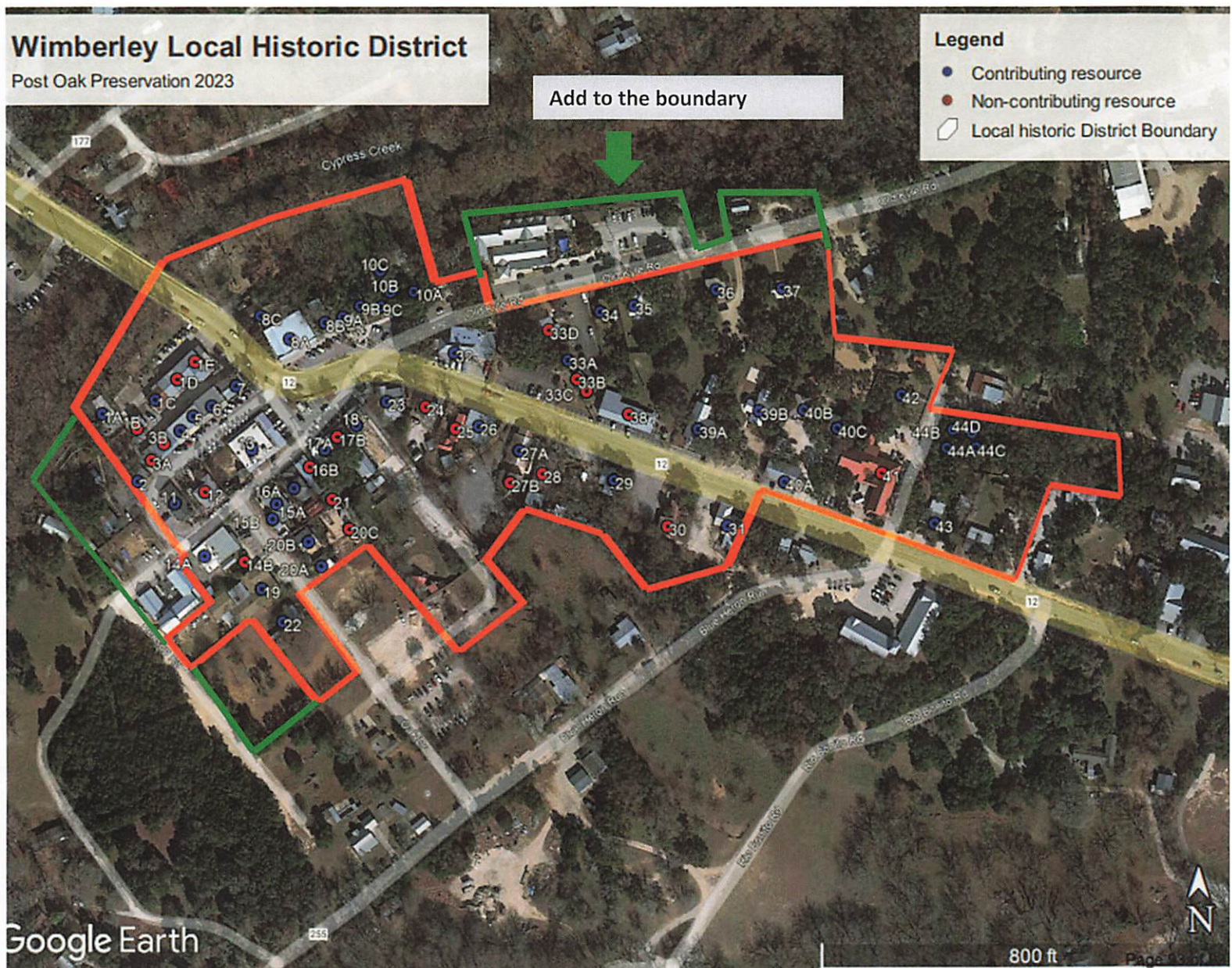
STAFF RECOMMENDATION

Hold Public Hearing, provide direction to staff regarding the establishment of a downtown historic district. Upon consensus of council, staff will work on an Ordinance to be brought back at a future date.

ATTACHMENT/S

1. Exhibit A - Design Guidelines
2. Exhibit B - Proposed Historic District Map

After hearing the opposition from a few business owners about the confusion of the established Historic District boundaries created, the P&Z commission board recommended passing the historic district boundaries with the addition of the Lumberyard (111 Old Kyle), City of Wimberley Visitor Center (280 Old Kyle), The Cabins (200 & 204 Wimberley Sq), the corner of Henson (105 Henson Rd), and Lot between Oak and Henson (180 Oak Dr).



City of Wimberley Historic District Design Guidelines 2023

City of Wimberley, Texas



Acknowledgments

Post Oak Preservation Solutions wishes to thank the diligent city staff who assisted throughout the development of the design guidelines including Nathaniel Glaiser, Tammy Heller, Tim Patek, and Leanne Kirby. These guidelines would not have been possible without the support of Mayor Gina Fulkerson, council member Teresa Shell, who spearheaded this effort, and the entire Wimberley City Council.

Post Oak also thanks members of the Hotel Occupancy Tax Advisory Committee, Economic Support and Development Committee, and Wimberley Institute of Culture for their engagement.

Wimberley City Council

Gina Fulkerson, Mayor
Rebecca Minnick, Place One Council Member / Mayor Pro Tem
Teresa Shell, Place Two Council Member
Chris Sheffield, Place Three Council Member
Jim Chiles, Place Four Council Member
David Cohen, Place Five Council Member

Contact

City of Wimberley
221 Stillwater
Wimberley, Texas 78676
Phone: 512-847-0025
www.cityofwimberley.com

City of Wimberley Staff

Nathan Glasier
Planning & Development Coordinator

Tim Patek
City Administrator

Tammy Heller
City Secretary

Design Guidelines Stakeholder Committee

Helena Hauk, Chairperson Of Committee, Creekhaven Inn & Spa Owner
Jic Culbb, Wimberley Valley Museum
Chris Herndon, Mountainview Lodge Owner
Leanne Kirby, Tourism Director, City of Wimberley
Bruce Levinson, Bell House Owner
Alan Marburger, Architect
Suzanne Oliver, Cypress Creek Vacation
John Poe, Wimberley Institute of Cultures Docent
Scott Way, 7A Ranch Owner

Project Consultants

Post Oak Preservation Solutions LLC

PREFACE 11

A: Purpose and Intent 12

B: Why Have Design Guidelines? 13

C: Organization & Use of Guidelines 13

D: Who Uses the Guidelines? 14

E: When to Use the Guidelines? 15

E: The Design Review Process 16

CHAPTER 1: INTRODUCTION 19

History of Wimberley & Original Patterns of Development 20

Why Preserve Historic Resources? 23

Understanding Preservation Principles 25

The Basic Preservation Principles for Wimberley 27

Developing a Preservation Strategy 28

Defining Preservation Treatments 29

Preferred Sequence of Preservation Actions 31

CHAPTER 2: EXISTING CHARACTER OF DOWNTOWN WIMBERLEY 33

2.1: Character of the Public Realm 34

2.2: Site Design 37

2.3: Building Design 39

CHAPTER 3: GUIDELINES TO RETAIN AND PRESERVE EXISTING 43

3.1: Maintain And Repair Character-Defining Features 44

3.2: First Repair, Then Replace 45

3.3: Respect Historic Styles And Avoid Artificial History 46

CHAPTER 4: PUBLIC REALM DESIGN 49

4.1: Streets 50

4.2: Street Parking 50

4.3: Parking Lots and Structures 51

4.4: Sidewalks 52

4.5: Landscaping 53

4.6: Fences & Retaining Walls 54

4.7: Public Art 55

4.8: Site Design 56

4.9: Canopies, Porches, & Awnings 58

4.10: Lighting 60

4.11: Street Furniture 64

CHAPTER 5: NEW BUILDING & ADDITION DESIGN 67

5.1: Compatibility 68

5.2: Design 68

5.3: Street Level Façades 69

5.4: Additions 69

5.5: Mass, Form and Scale..... 70

5.6: Parapet Walls 71

5.7: Exterior Building Materials 72

5.8: Display Windows 75

5.9: Entries and Doors 76

5.10: Uper Story Windows 77

5.11: Mechanical and Utilities 78

CHAPTER 6: DEMOLITIONS 79

6.1: Demolition Conditions 80

6.2: Demolition Considerations 81

6.3: Demolition by Neglect 82

6.4: Order of Last Resort 82

CHAPTER 7: SIGNAGE 83

7.1: Policy: Sign Design 84

7.2: Policy: Appropriate Signs 85

7.3: Policy: Sign Character 92

APPENDIX 95

1: Maintenance and Repair Guide 96

2: Glossary of Terms100

3: Secretary of the Interior’s Standards for Rehabilitation106

4: Design Guidelines Preparation Process & Public Input107



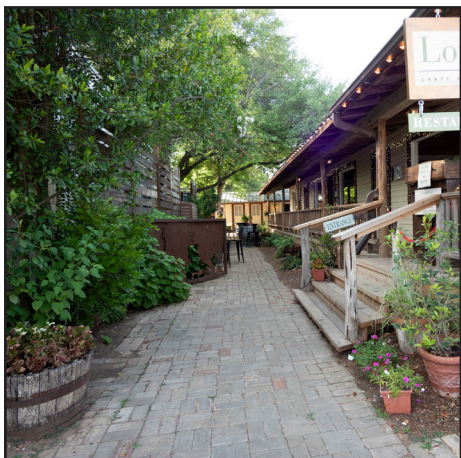
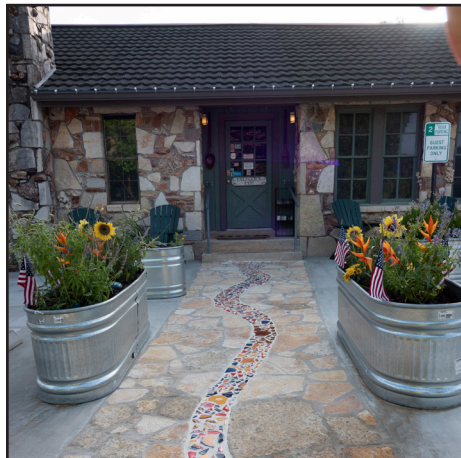
ABOUT THIS DOCUMENT

The Wimberley Historic Preservation Overlay District (Historic District) encompasses the city’s historic commercial and residential core. The Historic District is a unique collection of domestic, commercial, and religious resources that represent the continuity and evolution of vernacular architectural traditions in the small, historically rural, Hill Country town.

The purpose of the Historic District Design Guidelines is to preserve the character and integrity of the neighborhood through application of appropriate standards and techniques for properly constructing exterior renovations or new construction of buildings in the district.

Although the Design Guidelines are created to preserve history, they also recognize that change is inevitable. They are written to enable and empower property owners to acknowledge and maintain the integrity of historic buildings and comply with the Secretary of Interior’s Standards for Rehabilitation. Consequently, Design Guidelines address rehabilitation, maintenance, and additions to historic buildings, along with construction of new buildings.

It is important to note that Historic District designation does not mandate property owners to make changes to their properties, such as returning buildings to their historic appearance. Additionally, the historic review process (i.e., Certificates of Appropriateness) that results from Historic District designation is limited to projects that affect the exterior of the building and its site. Interior remodeling projects that do not affect the exterior of the building do not require Historic Preservation Officer or Planning and Zoning Commission review and approval.



PREFACE

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

Preface

Using the Design Guidelines

*Existing Character of
Downtown Wimberley*

*Guidelines to Retain and
Preserve Existing*

Public Realm Design

New Building & Addition Design

The Preface section includes:

- An brief descirption of Design Guidelines and how they function.

Chapter 1 details the various goals and objectives for Design Guidelines. The chapter includes:

- A brief background and history of Wimberley,
- A summary of preservation principles, historic significance and integrity, and treatments for historic properties, and
- An outline of preservation principles for Wimberley, along with preservation strategies and actions.

It is recommended that all users of the Design Guidelines review this section to gain an understanding of the essential history and design qualities of the City of Wimberley that are important to the community as well as the fundamentals of historic preservation.

Chapter 2 outlines the important neighborhood characteristics and character-defining features. These include:

- The public realm and its features,
- Individual lot and site character elements, such as the configuration and relationship of the principal building to the street,
- Architectural styles in the neighborhood and their history,
- Building designs with their typical features, and
- Character-defining features of each style.

Chapter 3 presents the design policies and guidelines for the rehabilitation of an historic resource located in the Historic District. It includes information about:

- Maintenance and repair of character-defining building components, materials, and site features.

Chapter 4 deals with specific design guidelines for the public realm of the Historic District including:

- Lighting
- Structures
- Hardscape
- Landscape
- Fences
- Public Art
- Site Design
- Canopies & Awnings

Chapter 5 details design guidelines for additions to existing historic buildings and construction of new buildings within the boundaries of the Historic District.

- General guidelines including size and placement, massing and scale as well as height and setbacks.
- It deals specifically with what exterior materials are appropriate for roofs, doors, windows, and storefronts.
- It addresses how to distinguish the new construction from the old while not destroying the character.



CHAPTER 6

Demolitions

Chapter 6 outlines the guidelines for demolition or relocation within the Historic District. The chapter includes:

- The process for determining if demolition or relocation is an appropriate choice, and
- Recommendations for the documentation of buildings prior to demolition.



CHAPTER 7

Signage

Chapter 7 provides guidance on signage within the Historic District, including:

- Sign type,
- Sign character,
- Examples of appropriate and inappropriate signage.



APPENDIX

Appendix

The Appendix includes additional information to supplement the Design Guidelines including:

- A list of definitions for terms used throughout the document,
- A maintenance and repair guide,
- The Secretary of the Interior's Standards for Rehabilitation, and
- An overview of the Design Guidelines preparation process.



PREFACE

The preface and Chapter 1 detail the various goals and objectives for design standards. The chapter includes a brief history of Wimberley’s development as well as an introduction to preservation principles, understanding historic significance and integrity, and treatments for historic properties.

PREFACE CONTENTS

A	Purpose and Intent	12
B	Why Have Design Guidelines?	13
C	Organization & Use of Guidelines	13
D	Who Uses the Guidelines?	14
E	When to Use the Guidelines?	15
F	The Design Review Process	16

TERMINOLOGY

A number of specific terms are used throughout the design review process:

Design Guidelines: Guidelines of appropriateness or compatibility of building design within a community or historic district. Often in the form of a handbook, design guidelines contain drawings accompanying “do’s and don’t’s” for the property owner. The Planning and Zoning Commission has authority to administer design guidelines.

Must: Where the term “must” is used, compliance is specifically required if applicable to the proposed action.

Shall: Where the term “shall” is used, compliance is specifically required if applicable to the proposed action.

Should: For the purposes of these Design Guidelines should means shall.

Encourage: The term “encourage” means that the standard as it relates to an action is suggested and preferred but not required.

May: The term “may” indicates that the Planning and Zoning Commission has the discretion to determine if the action being discussed is appropriate. This decision is made on a case-by-case basis, using the information specifically related to the project and its context.

Appropriate denotes something typical of the historic architectural style, compatible with the character of this property or district, and consistent with these design guidelines.

Inappropriate denotes something that is incompatible or not in character with the historic architectural style of the property or district, and inconsistent with these design guidelines.

These guidelines are to be used when considering improvements to historic properties in Wimberley, and for new construction within the city’s historic overlay district.

The historic core of Wimberley has served as the cultural center of the community for more than a century and retains many buildings that convey its early character. Historic preservation and economic development are partners in the success of downtown.

Wimberley citizens have come to recognize that the character of commercial and civic development in those blocks that frame the historic district also are of community interest. This area contains major commercial streets that lead through the downtown and it also incorporates some blocks of buildings that were originally residential and have been adapted to commercial uses.

While the guidelines in this document focus on the design character of development in the Downtown, they are based on key values the community holds about town development in general. These are:

- Wimberley protects its historic resources and its heritage in general.
- The community maintains its unique character in the downtown area.
- Downtown is safe and inviting for visitors, residents, and workers.
- Downtown users are diverse; economically, culturally, and in age.
- The community maintains a high quality of life and livability.
- Downtown is relatively dense in population which supports a variety of activities and enhances the efficiency of alternative modes of transportation.
- Downtown maintains its economic vitality. It is a place to work, conduct business, promote tourism, and be entertained.
- Cultural activities in a vibrant downtown, including civic buildings (library, museum), art galleries, performance venues, and event and multi-purpose sites.

The design guidelines provide a basis for making decisions about the appropriate treatment of historic resources and compatible new construction. They also serve as a planning tool for property owners and design professionals who seek to make improvements that may affect historic resources.

While the design guidelines are written such that they can be used by the layman to plan improvements, property owners are strongly encouraged to enlist the assistance of qualified design and planning professionals, including architects and preservation consultants.

The guidelines are for property owners planning exterior alterations, additions to or the rehabilitation of existing buildings. They also apply to the design of new buildings within the Historic District. The guidelines will assist property owners in understanding the historic character of the buildings and environment in which they are located, and assist owners when they are faced with decisions about repair, maintenance, rehabilitation, and new construction. The guidelines are not a rigid set of rules. They do not require that buildings be restored to an historical period or style. Rather, their purpose is to provide:

- Guidance to property owners and tenants about buildings, their distinctive characteristics, and how to maintain them;
- Various appropriate ways to address design, repair, and rehabilitation issues;
- Good maintenance practices; and,
- Appropriate ways to design new, compatible infill buildings and site layouts.

D. Who Uses the Guidelines?

PROPERTY OWNERS AND PROFESSIONALS

Property owners, real estate agents, developers, tenants, and architects should use the guidelines contained in this document when considering a project. This will help establish an appropriate direction for its design. For any project subject to review, the applicant should refer to the guidelines at the outset, to avoid planning efforts that later may prove to be inappropriate.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission will also use the design guidelines for the review of proposed projects within the Historic District to determine if the design policies presented herein have been followed. It is important to recognize that in each case a unique combination of design variables is at play and, as a result, the degree to which each relevant guideline must be met may vary.

In making its determination of the appropriateness of a project, the Planning and Zoning Commission’s overall concerns are that:

- The proposed work complies with the criteria in its ordinance.
- The integrity of an individual historic structure is preserved.
- New buildings or additions are designed to be compatible with surrounding historic properties.
- The overall character of the Historic District is protected.

E. When to Use the Guidelines?

The design review process is “reactive,” in that it only applies to proposed actions initiated by a property owner. While it guides an approach to certain design problems by offering alternative solutions, it does not dictate a specific outcome and it does not require a property owner to instigate improvements that are not contemplated.

Ordinary repair and maintenance do not require approval. However, seemingly unimportant changes, like adding a driveway, fence, or enclosing a porch, can have a dramatic effect on the visual character of an historic resource and therefore are of concern to the City. Therefore, approval is necessary for any changes to the exterior of a building in the Historic District.

EMERGENCY REPAIR

In the case of an emergency repair, it is acceptable to make necessary repairs to protect and/or stabilize the building. While making repairs, every effort should be made to retain the historic materials and character of the building.

Apply for certificate of appropriateness as soon as possible after making emergency repairs.

WHAT REQUIRES REVIEW?

The following is a list of changes that must be brought before the **Planning and Zoning Commission** for design review:

- The construction of a new structure.
- Addition to a structure.
- The alteration or restoration of any exterior features of an historic resource.
- The removal or demolition, in whole or in part, of an historic resource.
- Applying a new exterior siding material.
- Adding a new window, door, or dormer.
- Creating a driveway or a parking area.
- Adding a satellite dish (TV) or other mechanical equipment, solar panel, etc.
- Building or enclosing a porch, carport, deck, fence, or garage.
- Adding outdoor heaters, televisions, mounted electronic equipment, and similar items.
- The alteration of any exterior features of commercial structures, non-residential structures, bed and breakfasts, or residential structures used as or changing to non-residential or commercial use.
- The construction of a new sign and changes to existing signs.

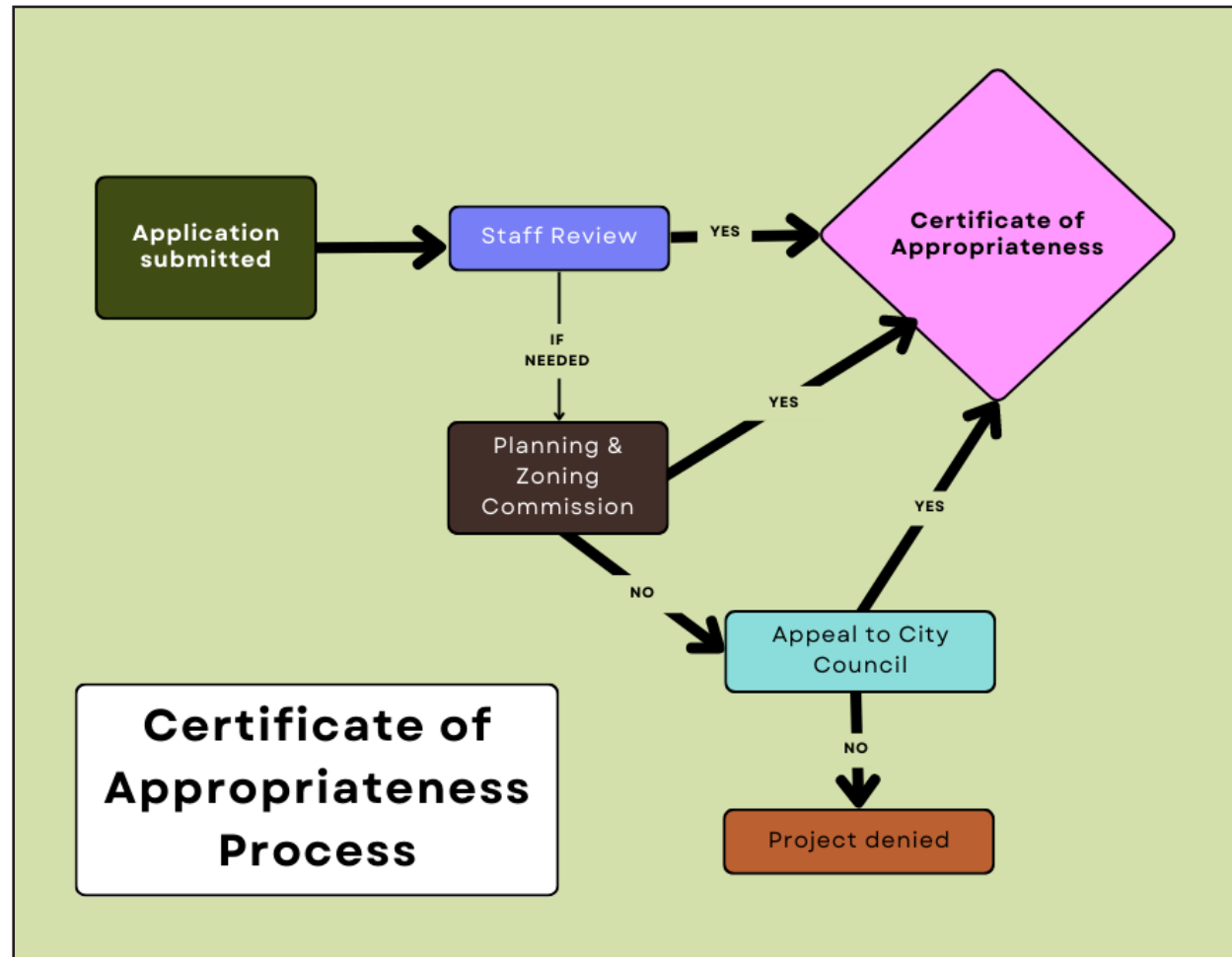
The following is a list of changes that must be brought before **City Staff** for design review:

- Routine repairs and maintenance.
- Minor alterations.

WHAT DOES NOT REQUIRE REVIEW?

The following is a list of changes that do not need to be reviewed by the Planning and Zoning Commission:

- Painting and paint colors
- Backyard landscaping
- Interior work
- A/C and systems repair



APPLYING FOR A CERTIFICATE OF APPROPRIATENESS

STEP 1. CONSIDER PROFESSIONAL DESIGN ASSISTANCE.

- Property owners are strongly encouraged to engage licensed architects and other design and planning professionals to assist them in developing their concepts. Doing so may facilitate a smoother review process. If a project proposal is not clear, the review may be delayed for 30 days or longer while clarifications are made. Planning and Zoning Commission is available for consultation on a conceptual review prior to making a formal application.

STEP 2. CHECK OTHER CITY REGULATIONS.

- The guidelines supplement other adopted City ordinances. The City of Wimberley can provide information about these regulations, which could affect the design character of a project. Examples include:
 - ◆ Planning and Development Regulations
 - ◆ City Center Overlay District
 - ◆ Signage
 - ◆ Lighting
 - ◆ Federal income tax credits & Texas historic tax credits
 - ◆ Recorded Texas historic landmark
 - ◆ State antiquities landmarks

STEP 3. BECOME FAMILIAR WITH THE DESIGN GUIDELINES.

- Review the basic organization of this document and determine which chapter(s) will apply to a project. Contact the City of Wimberley with any questions.

STEP 4. REVIEW THE SITE CONTEXT.

- Consider immediately adjacent properties and also the character of an entire block. In many cases, the character of the district is an important consideration.

STEP 5. DEVELOP A DESIGN CONCEPT USING THE GUIDELINES.

- The guidelines form the basis for the Planning and Zoning Commission's design review decisions.

STEP 6. PRE-APPLICATION CONFERENCE.

- Prepare a packet for preliminary review by the Planning and Development Department prior to creating drawings for final review. This step is required prior to submitting an application for a Certificate of Appropriateness (CoA).

STEP 7. PREPARE AND SUBMIT A COMPLETE APPLICATION PACKET FOR FORMAL REVIEW.

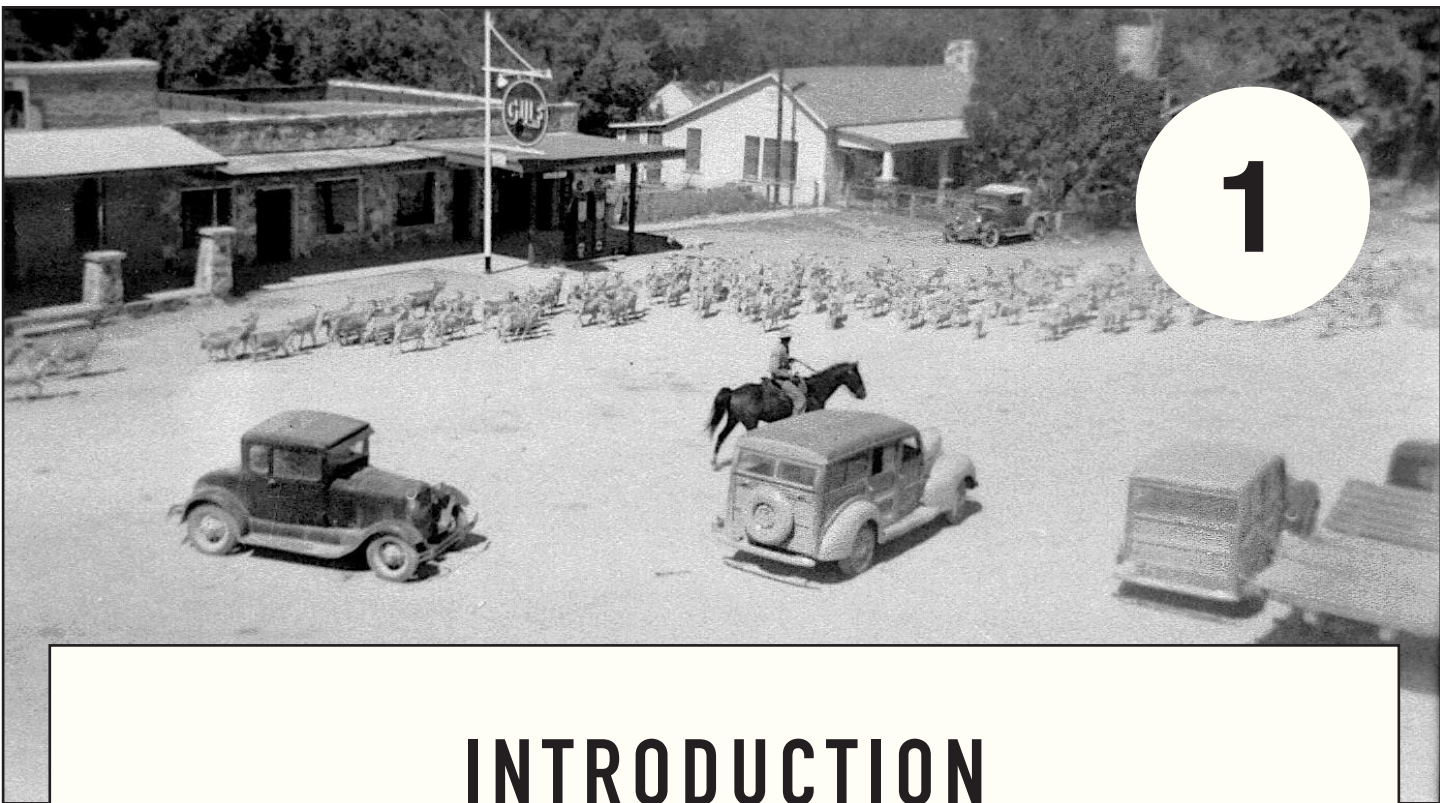
- An application packet should be prepared and submitted to the Planning and Development Department for staff and the Planning and Zoning Commission to review. Adequate documentation is essential to provide a complete understanding of the work proposed. The City requires that sufficient information be provided to facilitate an informed review and to document conditions of approval for effective enforcement. Minimum submittal requirements are described in the City's review procedures, which are available in the Development Manual at the Planning Department or on the web page at www.cityofwimberley.com. Applicants are required to submit the following documentation, based on application type:
 - ◆ Completed application checklist
 - ◆ Site plan/roof plan (drawn to scale)
 - ◆ Floor plan for each floor or level (drawn to scale)
 - ◆ Proposed building elevations (drawn to scale)
 - ◆ Photographs of building conditions (existing and historic)
 - ◆ Product literature or specifications
 - ◆ Accurate material samples and color samples
- If a drawing is to be included in the submittal package, it should be drafted to scale and executed in a manner that clearly depicts the character of the proposed work. A professionally produced drawing is strongly encouraged as the sketches that follow illustrate.

STEP 8. PRESENT YOUR APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

- Each project proposal will have a formal presentation by the applicant or agent familiar with the project, so attendance at the public meeting by the applicant is strongly encouraged. The presentation should focus on how the proposed project complies with the design guidelines. The public will also have an opportunity to comment after the presentation has been made and staff recommendation on the application has been presented. A critique by the Planning and Zoning Commission will follow, and a decision will be made.

STEP 9. ISSUANCE OF A BUILDING OR SIGN PERMIT.

- After an application has been approved by the Planning and Zoning Commission, the City will issue a Certificate of Appropriateness. This document is the applicant's proof that the proposed design meets the intent of the City's adopted design guidelines. At this point, the applicant can begin to acquire a building or sign permit from the City. Remember, the building and sign permits processes are separate from receiving a Certificate of Appropriateness.



INTRODUCTION

The Wimberley Historic District is a unique collection of domestic, commercial, and religious resources that represent the continuity and evolution of vernacular architectural traditions in the small, historically rural, Hill Country town. The buildings also epitomize the dramatic development of the town from an isolated community that relied on the land and each other, to a booming destination for tourism and recreation. The Historic District includes several wood and masonry buildings that date to the early settlement period in the late nineteenth century, bungalow and Craftsman-inspired gas stations, residences, and commercial buildings that were constructed after the first roadway was graveled in the 1920s, and mid-century wood, masonry, and CMU shopping centers and rental cottages. The period of significance begins in 1870 with the earliest extant building within the district and extends to 1973 to encompass the substantial post-war growth in Wimberley and in accordance with NPS guidance.

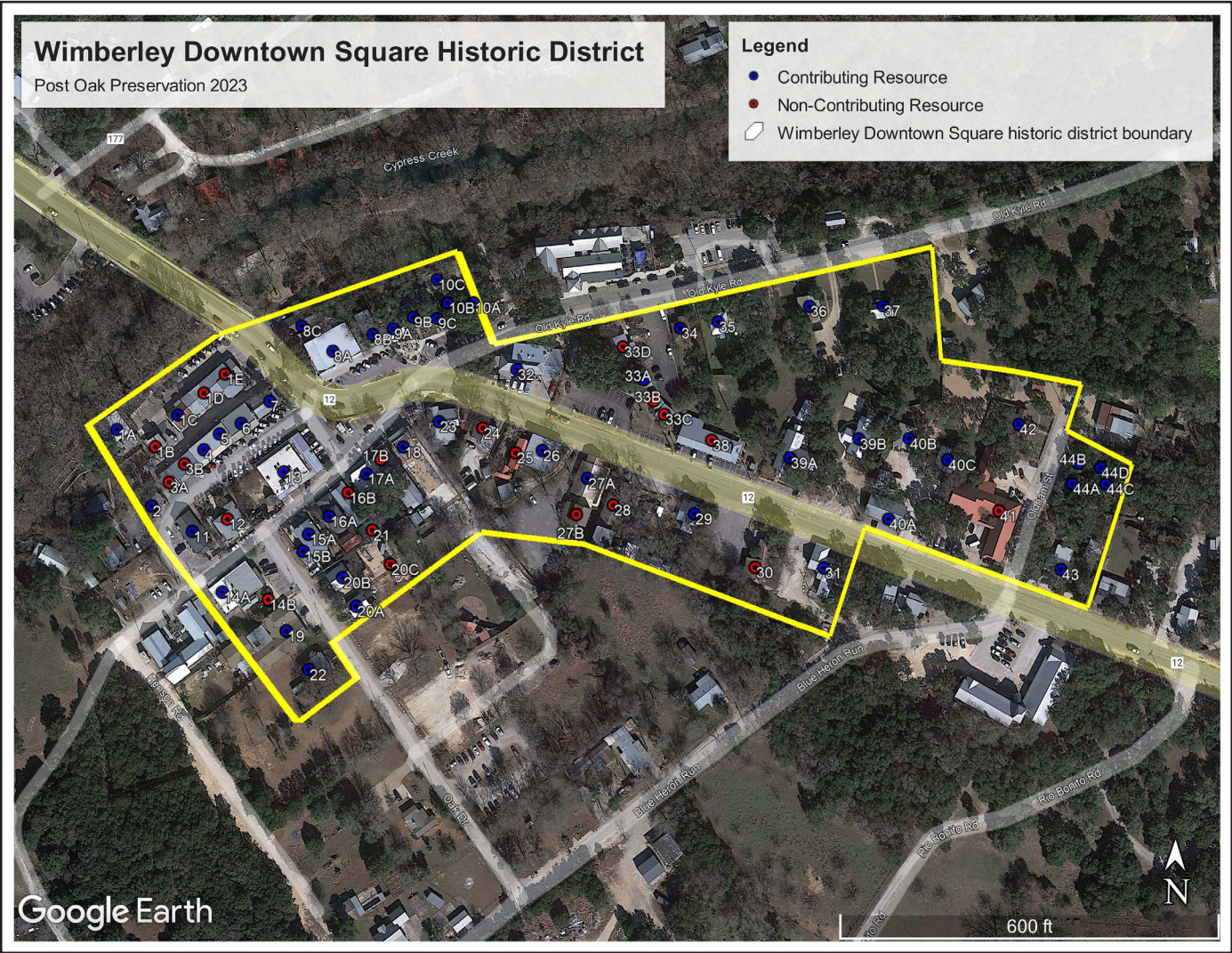
The Historic District encompasses the historic commercial and residential core of the community, located near the former mill site, which was instrumental to the town's foundation, and adjacent to Cypress Creek, which provided both natural beauty and a necessary water source. Throughout the over 100 years spanning the period of significance RR 12, which bisects the Square, has remained a major thoroughfare through Wimberley and the surrounding Hill Country, and continues to draw thousands of locals and visitors to the shops, restaurants, bars, and rental cottages on the Square.

CHAPTER 1 CONTENTS

• History of Wimberley & Original Patterns of Development	20
• Why Preserve Historic Resources?	23
• Understanding Preservation Principles	25
• The Basic Preservation Principles for Wimberley	27
• Developing a Preservation Strategy	28
• Defining Preservation Treatments	29
• Preferred Sequence of Preservation Actions	31

The Wimberley Downtown Square Historic District (Historic District) is primarily centered off Ranch Road (RR) 12 just south of Cypress Creek and north of Rio Bonito Road. The Historic District encompasses the city's historic commercial and residential core which originates in the late nineteenth century, continues through the development of the tourism industry in the early twentieth century, and extends through the rapid development of the post-war era. The historically rural, Hill Country community remained an unincorporated village until May 2000. The district is oriented in a northwest to southeast direction, nestled in a bend of Cypress Creek and north of the Blanco River, and consists of irregularly shaped lots. The small community grew organically throughout the late nineteenth and early twentieth centuries, and the variety of building types, ages, building techniques, and irregular street and alley patterns, all lend the district the feeling of a quaint yet eclectic, rural, Hill Country town. Lush vegetation lines the north end of the district along Cypress Creek, with bald cypress, American sycamore, and live oak trees. Native vegetation is also located throughout the district between buildings and in landscaped medians.

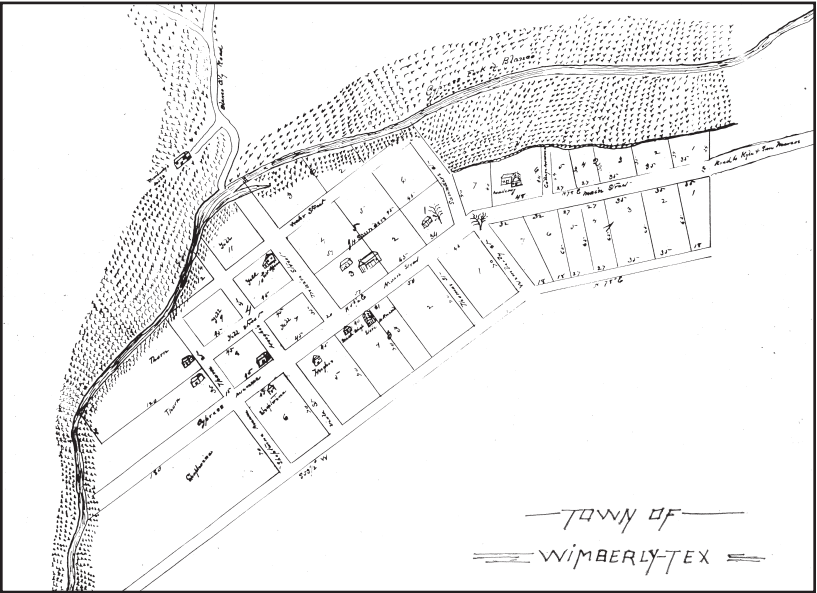
WIMBERLEY DOWNTOWN SQUARE HISTORIC DISTRICT



The Wimberley Downtown Square Historic District encompasses the city's historic commercial and residential core.

The Historic District contains 72 resources, 51 of which are contributing. Contributing resources also include one structure, which is the remaining primary façade of the former Forister’s Café, later Cypress Creek Café. Resources that currently serve a commercial function dominate the district, although many of the commercial buildings were formerly used for domestic purposes. Additionally, there are a number of transportation-related resources, including former gas and service stations,

which have been converted to commercial or retail use. Other resource types include a church, motel, and rental cottages. Some resources retain their domestic use as single family dwellings. Buildings in the Historic District consist of one and two-story wood, masonry, and CMU structures. The period of significance for the Historic District begins in 1870 with the earliest known resource dating to the settlement era of the community. The period of significance ends in 1973 in accordance with the National Park Service 50-year cut-off for historic-age resources. Resources within the Historic District are associated with distinct periods of development, including the early settlement period, transportation improvements in the 1920s through 1940s which opened the region up to increased tourism, and the post-war era of rapid commercial development. The majority of resources were built during the period of significance (1870-1973) and have sufficient integrity to convey their historical associations with the development of the community or with the unique, vernacular architectural traditions of Wimberley. Alterations to buildings have been completed over time to accommodate changing functions and requirements of a variety of commercial tenants. Nonetheless, many alterations were completed during the period of significance and reflect the fluctuating needs of the community.



Undated plat map of the Wimberley Square, Hays County Plat Records Vol. 188, Page 640. Likely ca. 1890s.

WIMBERLEY’S HISTORIC RESOURCES

The historic resources within the Historic District represent the growth and development of Wimberley from its early founding through the mid- to late-twentieth century. The Historic District contains a collection of buildings that reflect the unique character of Wimberley’s architecture, native building materials, and commercial development.

The Wimberley Historic District is eligible for listing on the National Register of Historic Places under Criterion A at the local level for Community Planning and Development and Commerce as a representative collection of buildings that reflect the history of development in the small, Hill Country town. The Historic District is also eligible for listing under Criterion C at the local level for Architecture as a unique example of vernacular architecture expressed through the use of local building materials including cypress and cedar, limestone, petrified wood, and fossils and the technique of giraffe-style masonry employed by local builders.

Located in central Hays County, Texas, the City of Wimberley is traversed by Cypress Creek and the Blanco River. A gristmill was first established in the area in the mid-nineteenth century by William C. Winters, and the small settlement was subsequently named Winter’s Mill. The success of the mill, later acquired by John and Nancy Cude and then Pleasant Wimberley, supported the development of a community eventually known as Wimberley’s Mill. The climate, character, and bucolic natural setting of Wimberley, in addition to its proximity to San Marcos, San Antonio, and Austin, allowed the local economy to shift from milling to tourism in the early twentieth century. By the mid-to-late twentieth century, the tourism industry was the leading driver sustaining the community’s economy, centered around the Wimberley Downtown Square.



Wimberley Downtown Square ca. 1900. Courtesy of San Marcos Public Library.

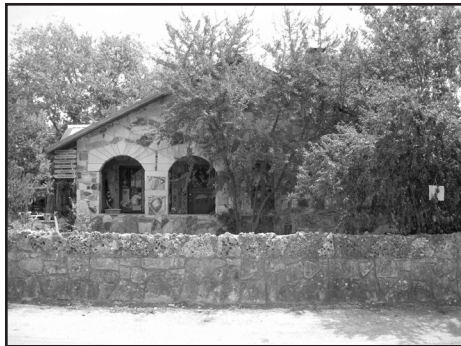


The Wimberley Mill was an early driver of industry and promoted the growth of the community. Undated photograph, Courtesy of San Marcos Public Library.

WIMBERLEY’S ARCHITECTURAL LEGACY



Wimberley Art and Craft Galleries (Resource No. 17A) undated. Courtesy of Dolph Briscoe Center for American History – Wimberley Vertical File.



Local builders used readily available materials, resulting in a vernacular style that is unique to Wimberley. James C. Lane House (Resource No. 15) undated. Courtesy of Portal to Texas History.

Wimberley residents have a long and storied tradition of subsisting off the land. This extended to the building and construction techniques of the town, born of necessity and determination. Although changes in technique and usage have occurred over the extended period of development in the Downtown Square, builders have long maintained the use of native materials, cypress, cedar, and limestone, in local building construction. The architecture of the Wimberley Downtown Square thus includes a unique collection of buildings and structures built over a period spanning more than 100 years that represent both the evolution and continuity of local vernacular building traditions in the small, Hill Country village.

Architectural traditions in Wimberley were historically rooted in a strong sense of community. Neighbors and friends worked together to construct residences and commercial buildings throughout town. Self-taught builders took advantage of what they had on hand, utilizing locally sourced masonry and wood, or reclaiming materials from older structures that had burned or been demolished. Over time, the building forms and techniques evolved along with prevailing architectural trends, advances in technology, or the modern requirements of buildings, but throughout the long period of development in the Wimberley Square, the community remained steadfast in preserving the overarching elements and characteristics of the quaint Hill Country town. The buildings and structures within the proposed Historic District are a unique collection of modest, one- and two-story residential and commercial buildings that represent the town’s humble, rural beginnings and can-do spirit, and they have functioned as the heart of the community for over a century.

Across the nation, thousands of communities promote historic preservation because doing so contributes to neighborhood livability and quality of life, minimizes negative impacts on the environment, and yields economic rewards.

Because Wimberley is rich in resources and offers an outstanding quality of life, it continues to attract development that challenges the community to seek creative ways of protecting its character. Preserving historic resources is a part of an overall strategy of maintaining community identity and livability. As Wimberley continues to grow the goal is to maintain its ties to the past through the preservation of its architectural heritage reflected in its historic resources.

Preservation of the built environment provides a fundamental link to the past. Many of the buildings tell the story of Wimberley’s unique historical development and keeping these resources creates a sense of place for those who live here and provides visitors a connection with this unique heritage.

CONSTRUCTION QUALITY

Many of the historic structures in the city were constructed with high quality materials and craftsmanship. Other buildings were more modest, but even so may have used lumber from mature trees that were properly seasoned and typically sawed or milled to full dimension, which often yielded stronger framing. Masonry walls were carefully crafted to fit together, resulting in buildings with considerable stability. These structures also were thoughtfully detailed and the material finishes, including fixtures, wood floors, and trim, were generally of high-quality features that owners today appreciate and value.

ADAPTABILITY

Owners frequently find that the floor plans of historic buildings easily accommodate modern lifestyles and support a diversity of populations. Many rooms are large, permitting a variety of uses while retaining the overall historic character of the structure. Even historic buildings that are smaller in scale are often on sites that can accommodate additions, if needed.

LIVABILITY AND QUALITY OF LIFE

When older buildings occur in groups, they create a street scene that is “pedestrian friendly,” and encourages walking and neighborly interaction. Mature trees and decorative architectural features also contribute to a sense of identity that is not found in newer areas. These historic buildings therefore help create desirable places to live and work.

Why Preserve Historic Resources?

ENVIRONMENTAL BENEFITS

- Preserving an historic structure is also a sound environmental conservation policy because preservation and reuse saves energy and reduces the need for producing new construction materials. Four types of energy savings occur:
- Energy is not consumed to demolish a building, dispose of the resulting debris, or use more landfill space.
- Energy is not used to create new building materials, transport them and assemble them on site.
- The “embodied” energy that was used to create the original building and its components is preserved.
- By “reusing” older buildings, or their salvaged materials, pressure is also reduced to harvest new lumber and other materials that may have negative effects on the environment of other locales where these materials are produced.

ECONOMIC BENEFITS

Nationwide studies prove that preservation projects also contribute more to the local economy than do new building programs because each dollar spent on a preservation project has a higher percentage devoted to labor and to the purchase of materials available locally. By contrast, new construction typically has a higher percentage of each dollar spent devoted to materials that are produced outside of the local economy and to special construction skills that may be imported. Therefore, when money is spent on rehabilitating a building, it has a higher “multiplier effect,” keeping more money circulating in the community.

Historic preservation efforts also foster a charm and character that attracts visitors. Many small towns throughout the country have made tourism, based on their historic resources, a profitable and effective development strategy.

RESPONSIBILITY OF OWNERSHIP

Ownership of an historic property carries both the aforementioned benefits and a responsibility to respect the historic character of the resource and its setting. While this responsibility does exist, it does not automatically translate into higher construction or maintenance costs. Ultimately, residents and property owners should recognize that historic preservation is a long-range community policy that promotes economic well-being and overall viability of the city at large. In addition, they play a vital role in helping to implement such a policy through careful stewardship of the area’s historic resources.

Understanding Preservation Principles

POLICIES UNDERLYING THE GUIDELINES

SECRETARY OF THE INTERIOR GUIDELINES

For more information on the Secretary of the Interior’s Guidelines for the Treatments of Historic Properties, visit: <https://www.nps.gov/articles/000/treatment-standards-rehabilitation.htm>

The design guidelines in this document incorporate principles set forth in The Secretary of the Interior’s Guidelines for the Treatment of Historic Properties — a widely accepted set of basic preservation design principles. This document is compatible with the Secretary of the Interior’s Guidelines, while expanding on how these basic preservation principles apply in Wimberley. See Appendix 3 for these guidelines.

THE CONCEPT OF HISTORIC SIGNIFICANCE

What makes a property historically significant? It is generally recognized that a certain amount of time must pass before the historical significance of a property can be evaluated. The National Register, for example, suggests that a property be at least 50 years old and/or have extraordinary importance before it may be considered. Wimberley also employs the “50-year” guideline; however, structures that are more recent may be considered significant if they are found to have special architectural or historical merit. Also, in the future other events, time periods, areas or districts may become historically significant to the city and could be designated as an historic structure or district.

A property may be significant for one or more of the following reasons:

- Association with events that contributed to the broad patterns of history, the lives of significant people, or the understanding of Wimberley’s prehistory or history.
- Construction and design associated with distinctive characteristics of a building type, period, or construction method.
- An example of an architect or master craftsman or an expression of particularly high artistic values.

PERIOD OF SIGNIFICANCE

Every historic building has a period of significance—or the time span during which it gained architectural, historical, or geographical importance. In most cases, a property is significant because it represents or is associated with a particular period in history. Frequently, this begins with the construction of the building and continues through the peak of early occupation. Portions of the building fabric and features that date from the period of significance typically contribute to the character of the structure.

Historic districts also have a period of significance. The Downtown historic district spans from 1870 to 1973. Throughout this period, the city witnessed construction of a number of buildings and alterations that have become significant. Conversely, structures built after this period are not considered as significant, although some may contribute to the overall character, or ambiance, of the district.

PERIOD OF SIGNIFICANCE
1870 to 1973

THE CONCEPT OF INTEGRITY

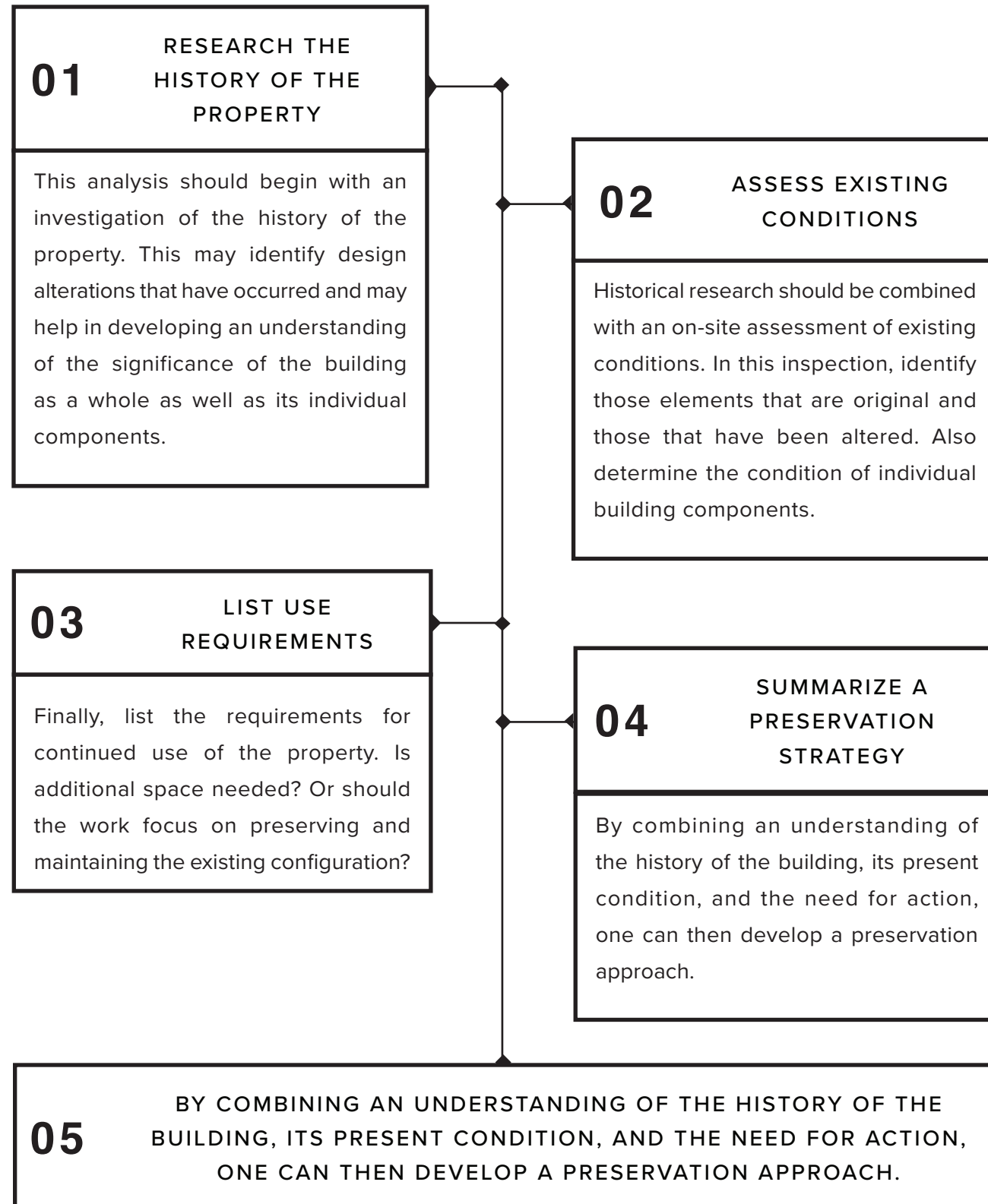
In addition to being historically significant, a property also must have integrity—a sufficient percentage of the structure must date from the period of significance. The majority of the building’s structural system and its materials should date from that time and its key character-defining features also should remain intact. These may include architectural details, such as dormers and porches, ornamental brackets and moldings, and materials, as well as the overall mass and form of the building. Buildings also should retain integrity of site and setting; consequently, thoughtful design of new construction within a historic district helps to preserve the integrity of setting for existing historic buildings on adjacent blocks. It is these elements that allow a building to be recognized as a product of its time.

While the guidelines provide direction for specific design issues, some basic principles of preservation form the foundation for them. The following preservation principles apply in Wimberley:

1. Respect the historic design character of the building.
 - 1.1. Do not try to change a building’s style or make it look older than it really is. Confusing the character by mixing elements of different styles is not appropriate.
2. Seek uses that are compatible with the historic character of the building.
 - 2.1. Although use is not reviewed by the Planning and Zoning Commission, uses that do not require radical alteration of the original architecture are preferred. Every reasonable effort should be made to provide a compatible use for the building that will require minimal alteration to it or its site. An example of an appropriate adaptive use is converting a residence into a bed and breakfast establishment (when zoning regulations permit). Transitions between adjacent land uses should reflect appropriately compatible levels of intensity.
3. Protect and maintain significant features and stylistic elements.
 - 3.1. Distinctive stylistic features or examples of skilled craftsmanship should be treated with sensitivity. The best preservation procedure is to maintain historic features through proper maintenance from the outset so that intervention is not required. This includes rust removal, caulking, limited paint removal, and reapplication of paint.
4. Preserve key, character-defining features of the property.
 - 4.1. Key features are those that help convey the character of the resource as it appeared during its period of historic significance. These may include the basic structural system and building materials, as well as windows, doors, porches, and ornamentation. Typically, those features that are on the front of a building or that are highly visible from a public way will be most important.
5. Repair deteriorated historic features, and replace only those elements that cannot be repaired.
 - 5.1. Maintain the existing material, using recognized preservation methods whenever possible. If disassembly is necessary for repair or restoration, use methods that minimize damage to original materials and replace the existing configuration.
6. Retain natural features including access to the water, extensive tree canopy, and landscaping. Respect nature by choose sustainable materials.
 - 6.1. Protect trees and maintain access to the creek from Downtown. Utilize materials and construction methodologies that help conserve resources.

Developing a Preservation Strategy

Each preservation project is unique. A project may include a variety of treatment techniques, including the repair and replacement of features and maintenance of those already in good condition. In order to define the range of preservation treatments that may be needed in a project, consider these steps:



Defining Preservation Treatments

When developing a preservation strategy, consider the application of these terms:

1.1.4. MAINTENANCE

Work that often focuses on keeping the property in good working condition by repairing features as deterioration becomes apparent, using procedures that retain the original character and finish of the features is considered maintenance. In some cases, preventive maintenance is executed prior to noticeable deterioration. No alteration or reconstruction is involved. Property owners are strongly encouraged to maintain their property in good condition so that more aggressive measures of rehabilitation, restoration, or reconstruction are not needed.

1.1.5. PRESERVATION

Keeping an existing building in its current state by a careful program of maintenance and repair is preservation. It will often include repair and stabilization of materials and features in addition to regularly scheduled maintenance. Essentially, the property is kept in its current good condition.

1.1.6 REHABILITATION

Rehabilitation is the process of returning a property to a condition which makes a contemporary use possible while still preserving those portions or features of the property which are significant to its historic, architectural, and cultural values. Rehabilitation may include the adaptive use of the building and constructing additions. Most good preservation projects in Wimberley may be considered rehabilitation projects.

1.1.7. RESTORATION

To restore, one reproduces the appearance of a building exactly as it looked at a particular moment in time; to reproduce a pure style - either interior or exterior. This process may include the removal of later work or the replacement of missing historic features. A restoration approach is used on missing details or features of an historic building when the features are determined to be particularly significant to the character of the structure and when the original configuration is accurately documented.

1.1.8. RENOVATION

To renovate means to improve by repair, to revive. Renovation is similar to rehabilitation, although it includes the use of some new materials and elements. The basic character and significant details are respected and preserved, but some sympathetic alterations may also occur. Alterations that are made are generally reversible, should future owners wish to restore the building to its original design.

1.1.9. ADAPTIVE REUSE

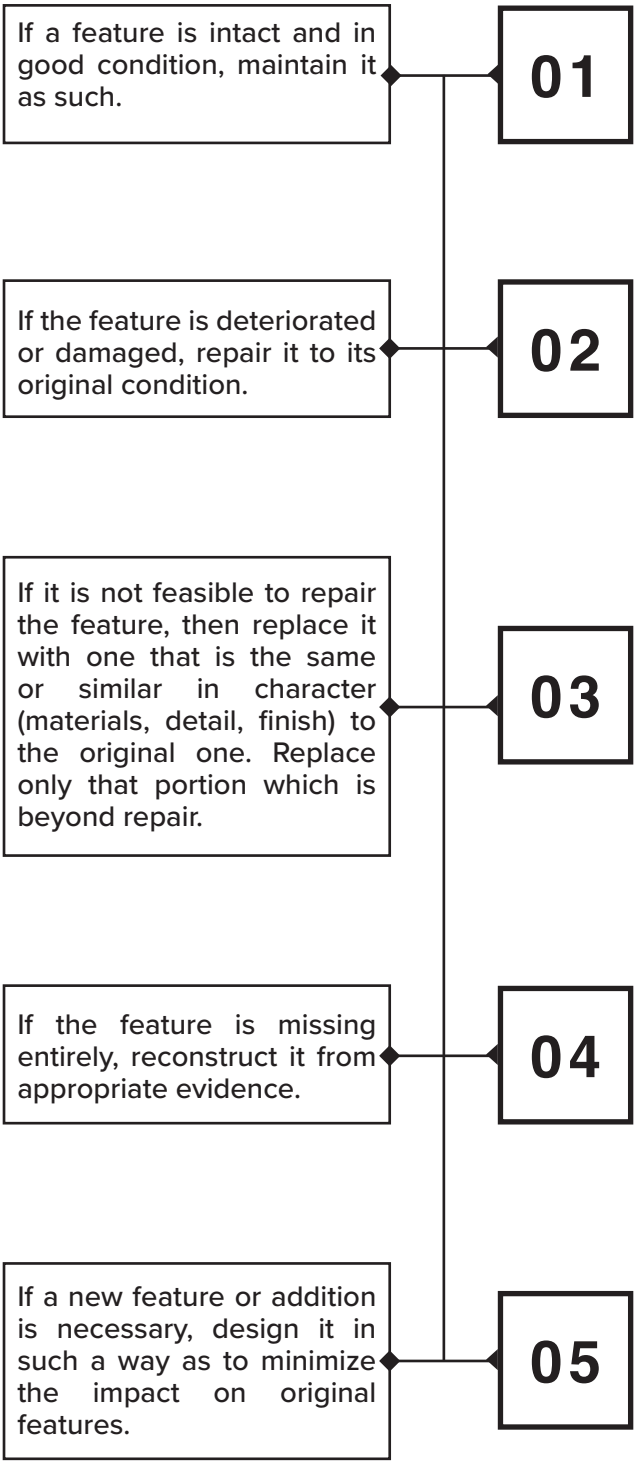
Converting a building to a new use that is different from its original purpose is considered to be adaptive use. For example, converting a residential structure to offices is adaptive use. A good adaptive use project retains the historic character of the building while accommodating new functions.

While adaptive use allows the building owner to convert the building to a purpose other than that for which it was designed, it should be done with respect to the original building form. For example, it would be inappropriate to turn the living room of an historic building into a bathroom. The reason for this is that when the programmatic uses of a building are drastically altered, this often results in a major change to the original floor plan as well as to the exterior appearance of the building. When adaptive use is the preferred preservation alternative, the proposed design should make use of the original building function as closely as possible.

1.1.10. REMODELING

To remake or to make over the design image of a building is to remodel it. The appearance is changed by removing original detail and by adding new features that are out of character with the original. Remodeling is inappropriate for historic buildings in Wimberley.

Once the basic approach to a project has been defined, it is important to assess the property and to identify any significant character-defining features and materials. Retaining these elements, and then using the guidelines to select an appropriate treatment mechanism will greatly enhance the overall quality of the preservation project. In making the selection follow this sequence:





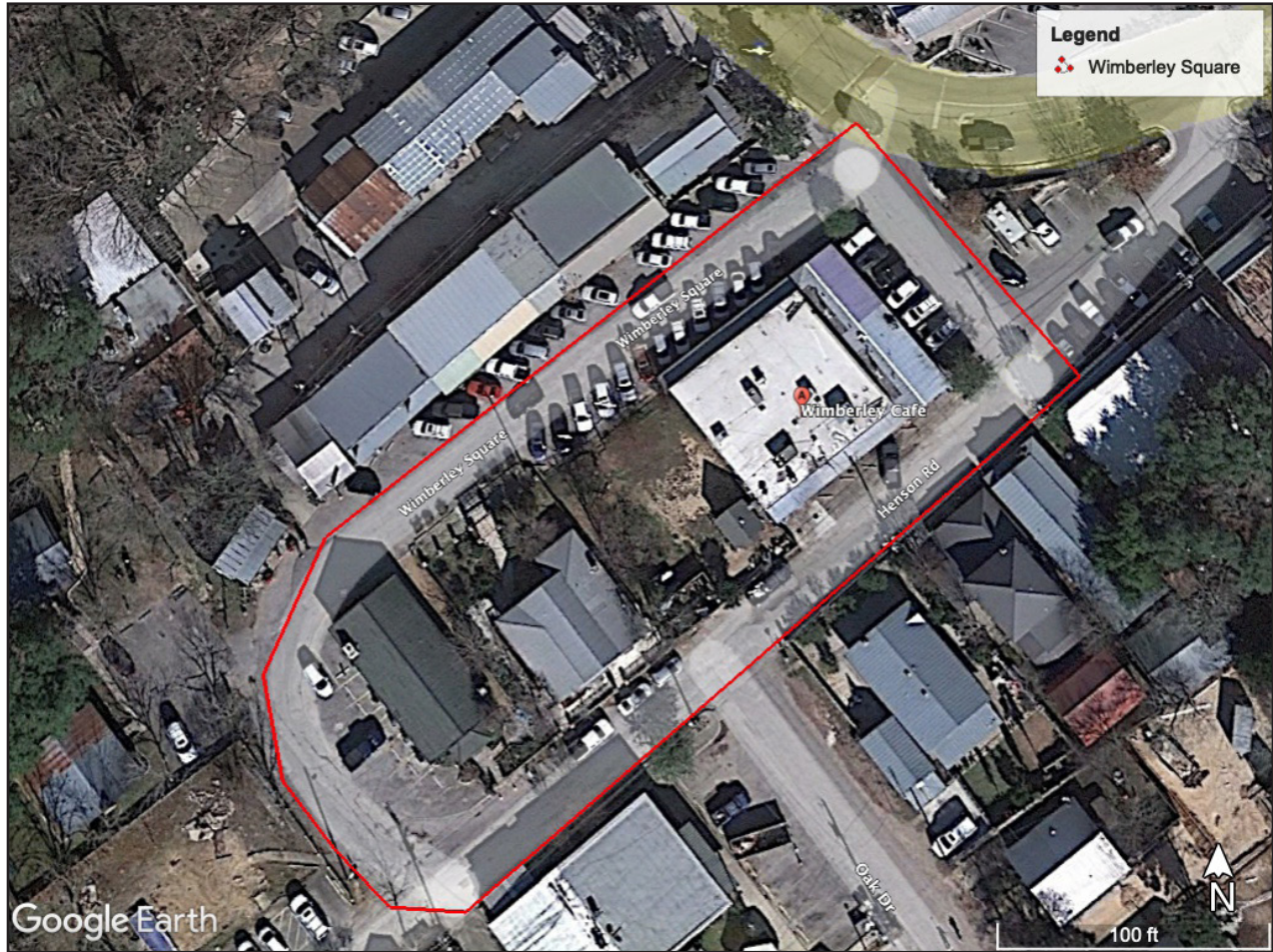
EXISTING CHARACTER OF DOWNTOWN WIMBERLEY

To maintain, preserve, and enhance the character of the neighborhood, it is necessary to understand the principal elements and attributes that make up the general qualities of a place. Knowing why and what makes a certain place or neighborhood special makes it easier to understand and verbalize why some buildings seem appropriate and fit in and others do not. This chapter describes downtown Wimberley’s physical characteristics from the broader neighborhood, to the siting of structures on the lots, and finally the architectural styles of the structures. First is a look at the existing Public Realm. Second, how are structures and features placed on lots. Finally, what are the prominent architectural styles found in the Historic District? All of these aspects are important. For example a well designed house that does not align with other houses on the block and sits at an angle can look out of place. Or if new garages or backyard cottages are placed in such a way that they do not align with similar existing structures, the new structures won’t “fit in”. Therefore, it is important to understand the existing patterns of the City of Wimberley so that they are preserved in new development and construction.

INTRODUCTION CONTENTS		
2.1	Character of the Public Realm	34
2.2	Site Design	37
2.3	Building Design	39

2.1. Character of the Public Realm

2.1.1. PATTERN OF SIDEWALKS & STREETS



Wimberley Square, or “The Square” is the area formed by the oval loop of Wimberley Square and Henson Road. Wimberley Cafe anchors the square. The character of the Public Realm and Site Design around the square and outside the square are different.

- 1. Around the square
 - 1.1. Buildings around the Square are mostly built to the lot lines with zero setback, creating a fairly solid streetwall effect.



Buildings around the Square are built to the lot lines, creating a streetwall effect.



Buildings around the Square are built to the lot lines, creating a streetwall effect.

2.1. Character of the Public Realm

2.1.1. PATTERN OF SIDEWALKS & STREETS

- 2. Outside the square
 - 2.1. Buildings outside the Square vary in side and front setback.
 - 2.2. Streets are at non-orthogonal angles and create unusual intersections.



Buildings outside the Square vary in side and front setback.



Buildings outside the Square vary in side and front setback.



Buildings outside the Square vary in side and front setback.

2.1. Character of the Public Realm

2.1.2. PEDESTRIAN EXPERIENCE

1. Around the Square
 - 1.1. Along the north side of the Square and surrounding the Wimberley Cafe building, continuous awnings provide a sheltered pathway for pedestrians.
 - 1.2. In other areas around the Square, pedestrians share right of way with vehicles where there are no sidewalks.
 - 1.3. Landscaping, display windows, and many trees create a welcoming environment for pedestrians
 - 1.4. Pedestrian safety is a concern around the Square and in areas without sidewalks.
2. Outside the Square
 - 2.1. Many streets outside the Square lack sidewalks. Where sidewalks exist, they are along generally busy streets with few safe crosswalks.
 - 2.2. The pedestrian experience outside the Square is less welcoming.



The Wimberley Cafe building features continuous awnings, providing a sheltered pathway for pedestrians.



The Wimberley Cafe building features continuous awnings, providing a sheltered pathway for pedestrians.



Many streets outside the Square lack sidewalks.

2.1.3. LANDSCAPING

1. Wimberley has an extensive collection of trees throughout downtown, which connects people to nature and provides welcome shade in the Texas heat.
2. Additional landscaping in the form of planters provide buffers between vehicular traffic and pedestrians as well as visual interest.



The heritage trees throughout downtown Wimberley provide shade and connection to nature.



Planters are used throughout the downtown as a buffer between traffic and pedestrians.

2.2. Site Design

Site and Lot Design describes the placement of major structures and features within the site. The location of a building on the lot can greatly influence the overall character of a neighborhood. A building located too far back or too far forward does not seem to “fit” within the neighborhood. Location of parking areas can also have great impacts on the character of neighborhood.

Understanding the existing character can provide guidance in determining the compatibility of future development.

2.2.1. STREET FRONTAGE

1. Around the Square
 - 1.1. Most buildings around the Square are built with zero setback and to the lot lines. Where buildings have setbacks, these setbacks are shallow and the lot lines are indicated with low fences.
 - 1.2. Buildings are oriented toward the street.
2. Outside the Square
 - 2.1. Setbacks and orientations outside the Square vary. Most buildings are oriented toward the street, but some buildings, especially those on corners, are oriented at an angle facing the corners.



Buildings in the Square with shallow setbacks have low fences to indicate the lot lines.



Some buildings outside the Square are at an angle facing the corners.

2.2.2. LOT WIDTH & SETBACKS

1. Lot widths in the Square are generally narrow, ranging from 25 feet to 60 feet. Most buildings on the square are built to the lot lines or have shallow set backs, at most 20 feet.
2. Outside the Square, lot widths are more variable, ranging from 40 feet up to greater than 160 feet. Front and side setbacks also vary in this area but nearly all buildings have at least a 15 foot setback from the street, with the greatest setback being 125 feet.



Buildings in the Square have shallow setbacks.



Buildings outside the Square have variable setbacks.

2.2. Site Design

2.2.3. PARKING

1. On-street parking is located in front of the buildings and on the Square.
2. Parking is located in surface parking lots in front of or next to buildings outside of the Square.



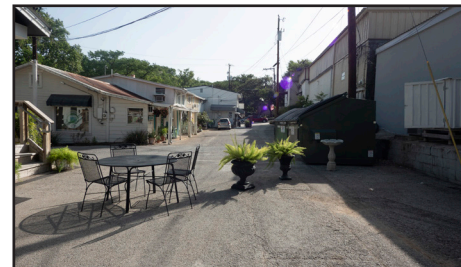
Parking around the Square is located in front of buildings.



Outside the Square, parking lots are located next to or in front of buildings.

2.2.3. ALLEYS

1. The Square generally lacks formal alleys, with streets serving as the service access for the buildings. The only alley is located to the north of the Square and is an informal, paved area with a combination of outdoor seating, garbage dumpsters, and other service-related items.
2. There are no alleys outside the Square.



The only existing alley is used for service access as well as dining.

2.3. Building Design

Architectural styles in a small downtown, such as Wimberley, are often indirect and difficult to trace. Buildings of mixed influence are common. In particular, with commercial buildings, the means and desires of the building owner, the available building materials, and the skills of the local builders may have had a more direct influence on the design of a building than any recognized architectural style.

Most commercial building types within the downtown share a basic one- or two-story box-like form. They are rectangular in plan with load-bearing masonry walls, though some wood-frame buildings are extant. Masonry buildings generally have flat roofs while wood-frame buildings have gabled roofs. First floors of two-story buildings generally have large display windows while upper floors have smaller windows.

2.3.1. KEY CHARACTERISTICS OF THE DISTRICT

1. One- to two-story buildings oriented toward the street
2. Masonry construction dominates with some wood-frame buildings
3. Large display windows at ground floors
4. Rural, informal character of roadways and sidewalks



The Historic District features informal roadways and sidewalks.



Most buildings within the historic district are one- or two-story masonry structures.

2.3.2. KEY CHARACTERISTICS OF THE BUILDINGS

1. Vernacular simple buildings with rectangular forms and a lack of formal ornament
2. Use of giraffe style masonry and incorporation of unique materials such as petrified wood, fossils, and coral. Interpretation of building styles, such as Craftsman, using this masonry technique.
3. Wood-frame buildings typically use board-and-batten siding.
4. Porches to provide shade
5. Use of unfinished wood for porch supports, fences, and other features
6. Eclecticism in style, detail, and color



Giraffe style masonry with unique materials is a key characteristic of buildings in Wimberley.



Wood-frame buildings typically use board-and-batten siding.



Buildings in Wimberley are eclectic in style, detail, and color.



Porches constructed of unfinished wood are common in the Historic District.

2.3.3. ARCHITECTURAL STYLES

2.3.3.1. CRAFTSMAN (C. 1885-1930)

The Craftsman style is defined by simple design with low-pitched gable roofs with broad eaves, large front porches, and exposed wooden structural elements. Craftsman houses were bungalows that incorporated locally handcrafted wood, glass, and metal work. The style incorporates a visible sturdy structure with clean lines and natural materials. Craftsman houses include those that came from mail-order house catalogs, such as Sears. In Wimberley, Craftsman houses have been adapted to the local environment using local materials and masonry techniques.

2.3.3.1.1. Characteristics

- 1. Low-pitched roof lines, gabled or hipped roof
- 2. Deep overhanging eaves with exposed rafters
- 3. Open front porches
- 4. Columns supporting the roof
- 5. Hand-crafted design details
- 6. 1 to 1½ stories
- 7. Double-hung windows with multiple lights in the upper window and a single pane in the lower, some stained or leaded glass
- 8. Wood, stone, or stucco siding
- 9. Exterior stone chimneys
- 10. Built-in cabinets, shelves, and seating
- 11. Exposed rafters and beams with elaborated ends and/or supported by knee boards



This building is characteristic of Craftsman style buildings in Wimberley.



Exterior stone chimneys are a typical feature of Craftsman buildings.



Double-hung windows are a typical feature of Craftsman buildings.



Exposed rafter tails and low-pitched roofs are a characteristic of the Craftsman style.

2.3.3. ARCHITECTURAL STYLES

2.3.3.2. VERNACULAR

Vernacular architecture is difficult to define as its design is based on local needs, materials availability, and local culture and taste. Vernacular buildings are often defined by their basic shape and materials, as constructed by local craftspeople. Vernacular architecture is often unique, reflecting a specific set of circumstances. These buildings often lack formal ornament such as cornices, cast iron storefronts, or elaborate carved masonry. In Wimberley, most buildings are vernacular, expressing their character primarily through unique materials. Ornament is limited to simple cut stone detailing around doors and windows, featured materials, such as petrified wood, and simple, rectilinear shaped parapets.

2.3.3.2.1. Characteristics

- 1. Use of local materials such as giraffe style masonry, unfinished wood (especially cedar), and board-and-batten wood siding
- 2. Simple, rectilinear forms, generally smaller in scale
- 3. Flat-roofed buildings have simple flat or stepped parapets. Curved parapets and cornices are not present.



Vernacular buildings in Wimberley have simple forms and are generally smaller in scale.



Board-and-batten wood siding is a typical cladding for vernacular buildings in Wimberley.

2.3. Building Design

2.3.3. ARCHITECTURAL STYLES

2.3.3.3. COMMERCIAL (1890-1920)

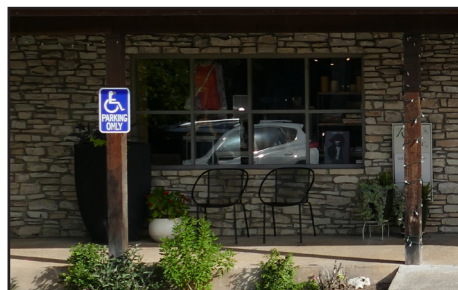
Commercial style is most often associated with tall buildings in downtowns. While large, steel-frame skyscraper may seem to have nothing to do with Wimberley, their stylistic components are present, albeit on a smaller scale. Low-rise commercial style buildings are typified by having a more transparent ground floor and a rectangular shape and emphasis through masonry and ornamental details. Some Commercial Style buildings feature ornament that reference past architectural styles, but others, like those in Wimberley, lack much in the way of formal ornament.

2.3.3.3.1. Characteristics

1. Rectangular shape
2. If two stories, clear division between the floors using masonry or other details
3. If present, ornament references past architectural styles
4. Large display windows at the ground floor and smaller windows on upper floors



Low-rise commercial style buildings have a rectangular shape.



Large, ground-floor display windows are typical of the commercial style.



The awning of this building separates the ground-floor display windows from the upper portion of the building.



3

GUIDELINES TO RETAIN AND PRESERVE EXISTING

This chapter presents the design policies and guidelines for the rehabilitation of an historic resource located in the Historic District. Preserving original architectural details is critical to the integrity of an historic building. Where replacement is required, one should remove only those portions that are deteriorated beyond repair. Even if an architectural detail is replaced with an exact copy of the original, the integrity of the building as an historic resource is diminished and therefore preservation of the original material is preferred.

CHAPTER 3 CONTENTS

3.1	Maintain And Repair Character-Defining Features	44
3.2	First Repair, Then Replace	45
3.3	Respect Historic Styles And Avoid Artificial History	46

3.1. Maintain And Repair Character-Defining Features

ORIGINAL ARCHITECTURAL FEATURES SHOULD BE PRESERVED IN PLACE

The best way to preserve many of these features is through well-planned maintenance (please refer to the Materials and Maintenance guide in the Appendices).

1. Avoid removing or altering any significant architectural detail.
2. Do not remove or alter architectural details that are in good condition or that can be repaired in place.
3. Avoid adding elements or details that were not part of the original building.
4. Details such as decorative millwork or cornices should not be added to a building if they were not an original feature of that structure.
5. Protect and maintain significant stylistic elements.
6. Employ treatments such as rust removal, caulking, limited paint removal, and reapplication of paint.



Each architectural style has different character-defining features. The character-defining features of this Vernacular-style building include limestone and giraffe-style masonry, board and batten siding on the gable, and wood windows.

RETAIN ORIGINAL MATERIALS & CHARACTER-DEFINING FEATURES



Distinctive stylistic features and examples of skilled craftsmanship should be treated with sensitivity. The best preservation procedure is to maintain historic features from the outset so that intervention is not required.

3.2. First Repair, Then Replace

DETERIORATED ARCHITECTURAL MATERIALS SHOULD BE REPAIRED RATHER THAN REPLACED

1. When deterioration occurs, repair the material and any other related problems. It is also important to recognize that all details weather over time and that a scarred finish does not represent an inferior material, but simply reflects the age of the building. Therefore, preserving original materials and features that show signs of wear is preferred to replacing them.
2. Repair only those features that are deteriorated.
3. Patch, piece-in, splice, consolidate, or otherwise upgrade existing materials, using recognized preservation methods as those identified in the Department of the Interior's Historic Preservation Briefs, located online at <http://www.nps.gov/hps/tps/>
4. Isolated areas of damage may be stabilized or fixed using consolidants. Epoxies and resins may be considered for wood repair. Also, special masonry repair components may be used.
5. Removing damaged features that can be repaired is not appropriate.
6. Protect features that are adjacent to the area being worked on.
7. When disassembly of an historic element is necessary for its restoration, use methods that minimize damage to the original materials.
8. When disassembly of an historic feature is required in a restoration procedure, document its location so it may be repositioned accurately. Always devise methods of replacing the disassembled materials in their original configuration.
9. Use approved technical procedures for cleaning, refinishing, and repairing architectural details. When choosing preservation treatments, use the gentlest means possible that will achieve the desired results.



Repair historic materials first, then replace in-kind, as needed.



Damaged materials should be repaired or replaced in-kind instead of covered with an inappropriate substitute material.



Historic wood windows can be repaired rather than replaced.

REPLACEMENT OF ORIGINAL ARCHITECTURAL DETAILS AND MATERIALS
THAT HAVE DETERIORATED BEYOND REPAIR OR ARE MISSING

4.1 ACCEPTABLE
SUBSTITUTE MATERIALS

1. Cementitious Board with similar profiles for wood
2. Fiberglass for formed metal, for example in cornices
3. Metal decorative columns for wood decorative columns
4. Metal clad wood windows with historic profiles for wood windows on upper floors
5. Aluminum storefronts clad in wood to achieve similar profiles
6. Metal or cementitious shingles with profiles to replace wood, tile or slate roofs

4.2 UNACCEPTABLE
SUBSTITUTE MATERIALS

1. Vinyl windows or vinyl siding
2. Thin-set brick or stone (sometimes known as “sticky brick and sticky stone.”)
3. EIFS to replace stone or cast stone.

ADDITIONAL CONSIDERATIONS

Another factor which may determine the appropriateness of using substitute materials for architectural details is their location and degree of exposure. For example, lighter weight materials may be inappropriate for an architectural detail that would be exposed to intense wear.

1. Replacement should occur only if the existing historic material cannot be reasonably repaired.
2. Remove only that which is deteriorated and must be replaced.
3. If parts are damaged or missing, it is preferred that they are replaced with the same material as the original.
4. Substitute materials may be considered when the original material is no longer available or not readily available. Substitute materials may also be used where the original is known to be susceptible to rapid decay, or where maintenance access may be difficult. These substitute materials should not be used wholesale, but only when replacing damaged or deteriorated materials.
5. Replacement of missing or deteriorated details shall be based on original features. The design should be substantiated by physical or pictorial evidence to avoid creating a misrepresentation of the building’s heritage.
6. When inadequate information exists to allow for accurate reconstruction, use a simplified interpretation of the original. The new element should still relate in general size, shape, scale, and finish.
7. Avoid adding decorative elements, unless thorough research indicates that the building once had them. Conjectural “historic” designs for replacement parts that cannot be substantiated by documented evidence are inappropriate. Dressing up a building with pieces of ornamentation that are out of character with the architectural style gives the building a false “history” it never had, and is inappropriate.

ACCEPTABLE SUBSTITUTE MATERIALS



A metal decorative column is an acceptable substitute for a wood decorative column.



A fiberglass cornice is an acceptable substitute for a formed metal cornice.



Cementitious board siding is an acceptable substitute for a wood siding, as long as the profiles are similar.

ACCEPTABLE SUBSTITUTE MATERIALS



Metal clad wood windows with historic profiles are an acceptable substitute for upper-story wood windows.



Aluminum storefronts clad in wood are an acceptable substitute for deteriorated wood storefronts.



Metal or cementitious shingles are an acceptable substitute for wood, tile or slate roofs.

UNACCEPTABLE SUBSTITUTE MATERIALS



Vinyl siding is an unacceptable substitute material for wood siding.



Thin-set brick or stone is an unacceptable substitute material for brick and stone.



EIFS is an unacceptable substitute material for cast stone and stone.



PUBLIC REALM DESIGN

The Public Realm refers to the area where the public has access to the Historic District. It can be both a physical access, such as on streets and sidewalks, as well as a visual access of front yards and to some extent, the side yards. In many ways, the Public Realm is a great outdoor room with facades of buildings forming walls and the tree canopy forming the ceiling.

Contrary to what its name suggests, the Public Realm includes both public and private property. “Public” in this case refers to the area seen by the public. As one drives down a street, it is the area viewed by the visitor that creates a sense of place. The width of the street, the distance the buildings are setback from the street, and the landscaping all contribute to the character of the area.

The goal of the design guidelines is to maintain the natural and built elements of the Public Realm that are character defining.

CHAPTER 4 CONTENTS		
4.1	Streets	50
4.2	Street Parking	50
4.3	Parking Lots and Structures	51
4.4	Sidewalks	52
4.5	Landscaping	53
4.6	Fences & Retaining Walls	54
4.7	Public Art	55
4.8	Site Design	56
4.9	Canopies, Porches, & Awnings	58
4.10	Lighting	60
4.11	Street Furniture	64

4.1. Streets



Narrow streets with sidewalks are encouraged in the Historic District.

While design of streets are not generally within the purview of the Planning and Zoning Commission, street design can play an important part in establishing the general character of the Historic Preservation Overlay District. Creating high speeds and large volumes of traffic movement through the district should not be a priority. The pedestrian experience should always be the priority in creating a livable and walkable downtown.

4.2. Street Parking



Short term on-street parking is appropriate for the Historic District. On-street parking should be enhanced with landscaping and bulb-outs.

Parking is essential to a healthy retail environment. On-street parking directly in front of a store is often of primary importance to business owners. These spaces should be short term to encourage turnover. On street parking should be enhanced with landscaping and bulb-outs.

4.3. Parking Lots and Structures

Public parking lots and garages were not a part of Wimberley's early history. However, cars are a fact of life in the downtown today, and the visual impacts associated with their storage should be carefully planned. Surface parking on individual lots should be minimized.

1. Location of Parking

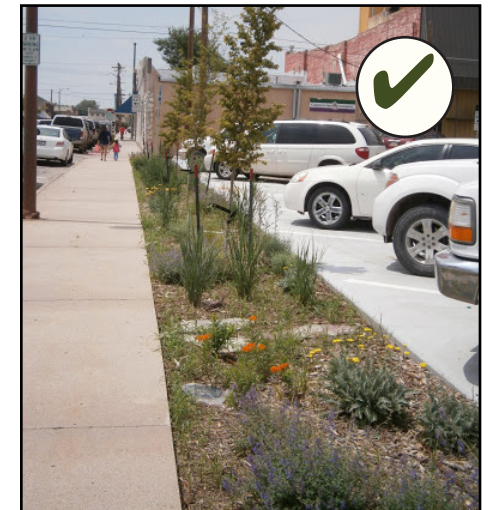
- 1.1. Parking should be located at the rear of the building in the Square. Street parking may remain or be eliminated.
- 1.2. Outside the square, parking lots may be located in front of the building, but should be as shallow as possible. It is preferable for parking to be located along the side or rear of the building.
- 1.3. Curb cuts should be minimized to improve pedestrian safety.

2. Landscaping of Parking areas

- 2.1. Where a parking lot exists that is presently not screened or landscaped, consider a landscaping program or an infill building that relates to the surrounding historic context.
- 2.2. New parking areas should be screened from pedestrian areas using planters and planting beds. Simple, rural-style fencing such as cedar split rail fences or hog fences, can provide screening as well (see fence guidance below).
- 2.3. Permeable surfaces, such as gravel or decomposed granite, evoke the rural character of the district while reducing flood risk. These are encouraged over paving or asphalt.
- 2.4. Trees, planters, and planting beds are encouraged in parking areas.

3. Parking Structures are not appropriate.

4. A historic building should not be demolished to create a parking lot.



Landscape buffers between parking lots and sidewalks are appropriate for the Historic District.



Parking garages are inappropriate for Wimberley.

4.4. Sidewalks



Brick pavers are appropriate sidewalk material for the Historic District. Benches along sidewalks are encouraged.

Alignment with other original sidewalks, the street, and overall town grid is of primary importance.

1. Preserve significant and unique features in sidewalks such as stamped names, dates, and business names.
2. Replace only those portions that are deteriorated beyond repair.
3. Any replacement materials should match the original in color, texture, size, and finish.
4. When new sidewalks are to be installed, they shall be compatible with the traditional character of the streetscape.
5. A new sidewalk should align with those that already exist along a block.
6. Decorative paving should be used only as an accent in the district. The majority of sidewalks should be simple, composed of concrete or an aggregate material, such as decomposed granite.



The sidewalks, landscaping buffers, and other pedestrian infrastructure on this street create an inviting, walkable streetscape that is appropriate for the Historic District.

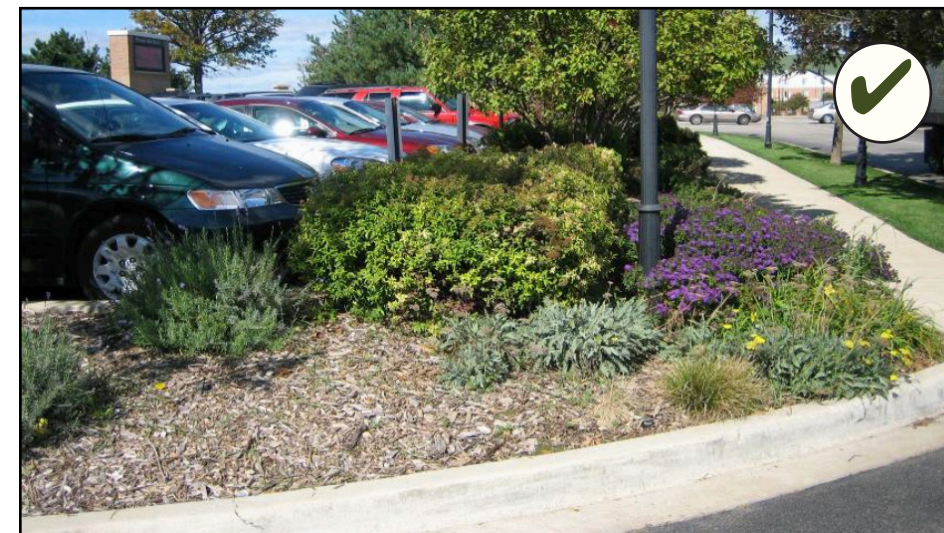


Brick pavers are appropriate sidewalk material for the Historic District.

4.5. Landscaping

Trees and flowering plants help provide interest to pedestrians, as well as shaded protection from the summer sun. Using trees and flowering plants is strongly encouraged.

1. Use indigenous, native, and drought-tolerant plant materials when feasible.
2. Install new street trees to enhance the pedestrian experience. Locate street trees along edges of sidewalks, maintaining a clearly defined pedestrian travel zone.
3. Locate street trees in larger planting areas, such as buffer strips adjacent to parking lots.
4. Provide underground irrigation systems where long-term growth will not impact the irrigation system.
5. Use flowers to provide seasonal colors.
6. Replace trees that are diseased or have passed their life cycle.
7. The height of a street tree should be minimized, however, to avoid blocking views of storefronts and interesting details.
8. Additional landscaping, in the form of planters, is encouraged throughout the Historic District. These can provide buffers along sidewalks, around seating areas, and surrounding parking areas.
9. Plantings are preferable to turf as these are easier to maintain and require less irrigation.
10. Landscaping between curbs and the sidewalks should be no taller than 2 feet.
11. Use of native materials such as stone in landscaping installations is encouraged.



Landscaping between curbs and parking lots should be low to the ground.



Landscaping using permeable materials is appropriate for the Historic District.



Landscape buffers between parking lots and sidewalks are appropriate for the Historic District.



Native grasses and plants should be used for landscaping when feasible.



Using large blocks of native stone in landscaping installations is encouraged in the Historic District.

4.6. Fences & Retaining Walls



Low, transparent fencing is encouraged throughout the Historic District.



Tall, opaque fences in front of buildings are not appropriate for the Historic District.



Low picket fencing is appropriate for the Historic District.



Low, hog fencing is appropriate for the Historic District.



Low, stone retaining walls are appropriate for the Historic District.

Fences provide separation between public and private realms. When well designed, they can enhance the pedestrian experience; however, poorly executed fences can create an unwelcoming experience.

1. Existing historic age fences and retaining walls should be retained and repaired as needed. Replace only portions that are deteriorated beyond repair with like design and materials.
2. Where the building faces the street, fences should be low, no higher than 4 feet, and transparent. Split rail fences or hog fences may be appropriate.
3. Where the building faces the street, a low masonry wall, provided it is lower than 4 feet is also acceptable and should use native materials compatible with the district.
4. Side and rear fences, where not facing the street, can be up to 6 feet tall and more solid in appearance in order to provide privacy or screen services and utilities.
5. Fences or retaining can define the property lines for buildings that are set back from the street.
6. Fences or retaining walls can also provide a buffer between pedestrians and parking areas.
7. Large stones or blocks can be used to provide a buffer between pedestrians and parking areas or to define property lines.

4.7 Public Art

Public Art adds points of interest and energy to the downtown streetscape, but it should not overwhelm the streetscape.

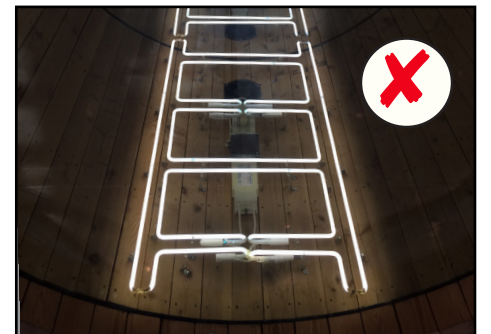
1. Place Public Art so that it does not obscure or cover historic architectural features on historic buildings.
2. Public art should not damage historic materials or features such as drilling holes into historic metal features or applying paint to unpainted masonry surfaces on historic buildings.
3. Public Art placement should not interfere with the orderly flow of pedestrians or traffic.
4. Public art should not have flashing lights, electronically moving parts or video screens within the downtown area as this is not in keeping with the historic nature of the Downtown Historic Overlay.



The public art in Wimberley should not obscure or cover historic architectural features on historic buildings.



Appropriate public art should not interfere with the orderly flow of pedestrians or traffic.



Permanent public art installations with flashing lights are inappropriate for Wimberley.



Murals can be painted on wood and stucco buildings but should not be painted on stone buildings.

4.8. Site Design



Primary entrances should be oriented toward the street.



Some buildings in the Historic District are oriented to face the corner.



Buildings in the Square should have zero setback to maintain the streetwall

Along the Square, most structures contribute to a strong “building wall” along the street because they align at the front lot line and are usually built out the full width of the parcel, to the side lot lines. Outside of the square, buildings are more set back from the street but still aligned towards it. This site plan characteristics of building to the sidewalk edges should be preserved.

1. Building Orientation

- 1.1. Orient the primary entrance of a building toward the street. A building should have a clearly defined primary entrance facing the street.
- 1.2. Corner Buildings may have their primary entrance at a 45 degree angle to the corner.

2. Site Design in the Square

- 2.1. Zero Lot Setback. Maintain the alignment of buildings at the sidewalk edge. Locate the front building wall at the sidewalk line.
- 2.2. Front Lot line Coverage. Buildings should occupy the entire width of the lot along the front elevation facing the street.

3. Site Design Outside the Square

- 3.1. Outside the square, buildings may be setback from the street in accordance with the applicable building code; however, shallower setbacks of less than 30 feet are encouraged.
- 3.2. The primary entrance should be clearly visible and oriented toward the street.
- 3.3. Building elevations should run parallel with the street, except at corners, where the buildings may be sited to face the corner.



Drive thru facilities are not appropriate for the Historic District.

4.8. Site Design

4. Drive Thru Facilities

- 4.1. Drive thru facilities are not appropriate within the District. Drive thru facilities are associated with suburban car centric neighborhoods. The historic character is a pedestrian friendly urban core.

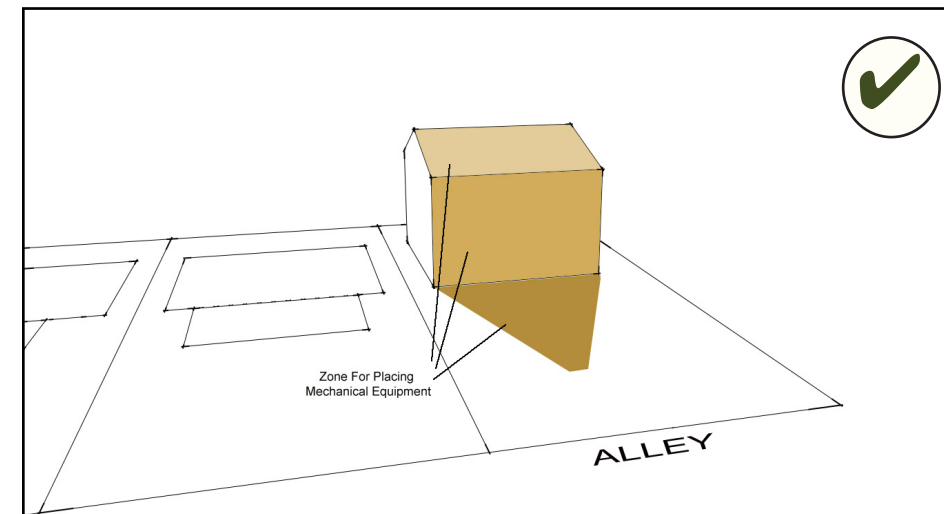
5. Service Areas

- 5.1. Trash, recycling, storage and loading areas are necessities of commercial districts. The placement of these on a lot are of concern because they can greatly affect the character of a district. To the greatest extent feasible, these areas and equipment should be screened from public view.

5.2. Minimize the visual impacts of trash storage and service areas.

- 5.2.1. Locate service areas away from major pedestrian routes; typically place them at the rear of a building when feasible.
- 5.2.2. Dumpsters should be screened from view.
- 5.2.3. Service areas are not to be used for storage of shipping containers, pallets, extra store fixtures, etc.

5.3. Where possible, utilities and service lines should be concealed.



Mechanical equipment should be located at the rear of the building.



Obscuring utilities and trash storage areas with retaining walls or screens is encouraged.



Utilities and trash storage areas should be located at the rear of the building when feasible.



Air conditioning units should not be placed in the front of the building.



Utilities and service lines should be concealed.



Wood canopies are encouraged within the Historic District.



Bubble awnings are inappropriate for the Historic District.



Contemporary glass and metal awnings are inappropriate for the Historic District.

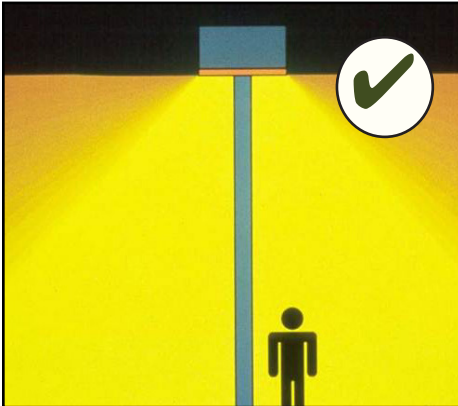
For purposes of these guidelines, an awning is a structure with a fabric or material surface, usually sloped. A canopy is a rigid structure with a metal roof, generally attached to a building by hangers or tie rods. Canopies can also be mounted to the ground plane with columns.

1. An awning or canopy should be similar to those seen historically.
2. An awning should be compatible in material and construction to the style of the building.
3. Use colors that are compatible with the overall color scheme of the façade. Solid colors or simple, muted-stripe patterns are appropriate.
4. The awning should fit the opening of the building.
5. Simple shed shapes are appropriate for rectangular openings. Odd shapes, bullnose awnings, and bubble awnings are inappropriate.
6. A fixed metal or wood-frame canopy is appropriate if properly detailed.
7. Use appropriate supporting mechanisms such as wall-mounted brackets, chains, or metal tie rods. These should be anchored in the mortar joints rather than into the stone or brick.
8. Simple wood posts may also support the awnings. These should be either raw, uncut posts or simple, square or rectangular posts that are proportional to the building. Ornate or turned wood posts are not appropriate. Canopy posts should be wood rather than metal.
9. Mount an awning or canopy to accentuate character-defining features. It should be mounted to highlight moldings that may be found above the storefront and should not hide character-defining features. Canopies and Awnings can be character defining features. They provide a much welcome reprieve from the hot Texas sun, or sudden downpours. They play an essential role in enhancing the pedestrian experience. Historically, awnings and canopies were noteworthy features of buildings in downtown and their continued use is encouraged.
10. Mounting should not damage significant features and historic details.
11. Internal illumination in an awning is inappropriate. Awnings should not glow.
12. Lighting that shines onto sidewalks from the underside of a canopy or awning is encouraged.
13. Downlights or can lights may be concealed in the underside of a canopy.
14. Shielded or low wattage lights may be used on the underside of a canopy.
15. Rope/icicle lights are discouraged outside of the winter holiday season.

16. Maintenance of awnings and canopies is required.
 - 16.1. Replace worn fabric awnings or damaged metal/wood canopies.
 - 16.2. Re-secure loose hardware.
 - 16.3. Wash fabric awnings regularly. This will help extend the life of the fabric. Spray with water from the underside first, to lift dirt particles, and then rinse them off.
 - 16.4. Paint metal canopies regularly, to reduce the potential for rust. This will extend the life of the canopy.



Original awnings should be maintained.



Lighting should be shielded so that it falls entirely on a wall or sign and prevents line of sight from any point off of the property.



Unshielded lighting is not appropriate for the Historic District.

The character of lighting design and level of intensity of the resulting illumination are key considerations. Traditionally, lights were simple in character and were used to highlight entrances, walkways, and signs. Most fixtures had incandescent lamps that cast a color similar to daylight, were relatively low in intensity, and were shielded with simple shade devices. Although new lamp types may be considered, such as LEDs, the overall effect of modest, focused light should be continued. Lighting should abide with the Planning and Development Regulations Article 4 section 9.

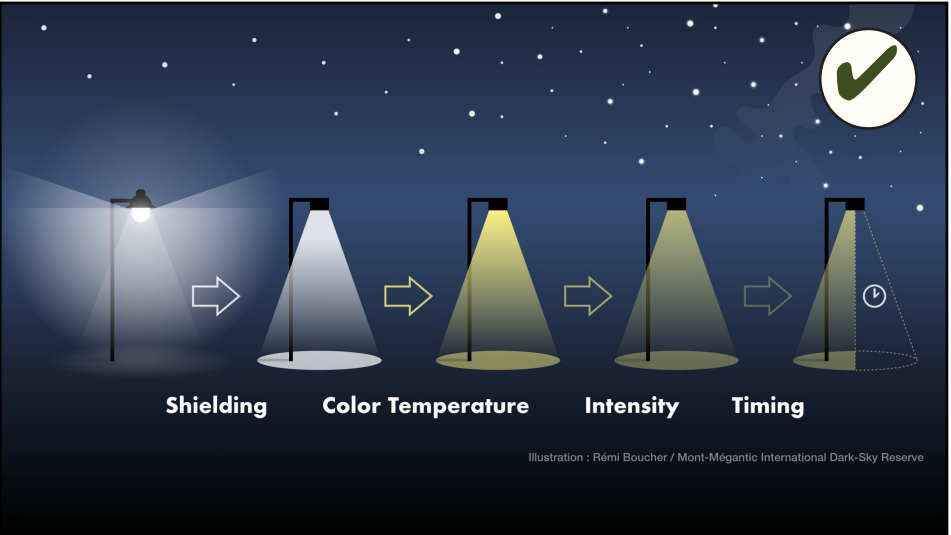
Use lighting for the following:

- To accent architectural details
 - To accent building entrances
 - To accent signs
 - To illuminate sidewalks and pedestrian routes
 - To illuminate parking and service areas, for safety concerns
 - To illuminate a state or national flag
1. Lighting must abide by the Dark Sky requirements outlined in the Planning and Development Regulations Article 4 section 9.
 - 1.1. Lighting should be shielded so that it falls entirely on a wall or sign and prevents line of sight from any point off of the property.
 - 1.2. Color temperature should be below 3000 Kelvins.
 - 1.3. Outdoor lighting, where feasible, should be turned off after 10pm or the close of business, whichever is later.

INTERNATIONAL DARK-SKY ASSOCIATION:
FIVE PRINCIPLES FOR RESPONSIBLE OUTDOOR LIGHTING PRACTICES

1. *Useful:* All light should have a clear purpose.
 - Before installing ore replacing a light, determine if light is needed. Consider how the use of light will impact the area, including wildlife and the environment. Consider using reflective paints or self-luminous markers for signs, curbs, and steps to reduce the need for permanently installed outdoor lighting.
2. *Targeted:* light should be directed only to where needed.
 - Use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed.
3. *Low Light Levels:* light should be no brighter than necessary
 - Use the lowest light level required. Be mindful of surface conditions as some surfaces may reflect more light into the night sky than intended.
4. *Controlled:* light should be used only when it is useful
 - Use controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed.
5. *Color:* use warmer color lights where possible
 - Limit the amount of shorter wavelength (blue-violet) light to the least amount needed.

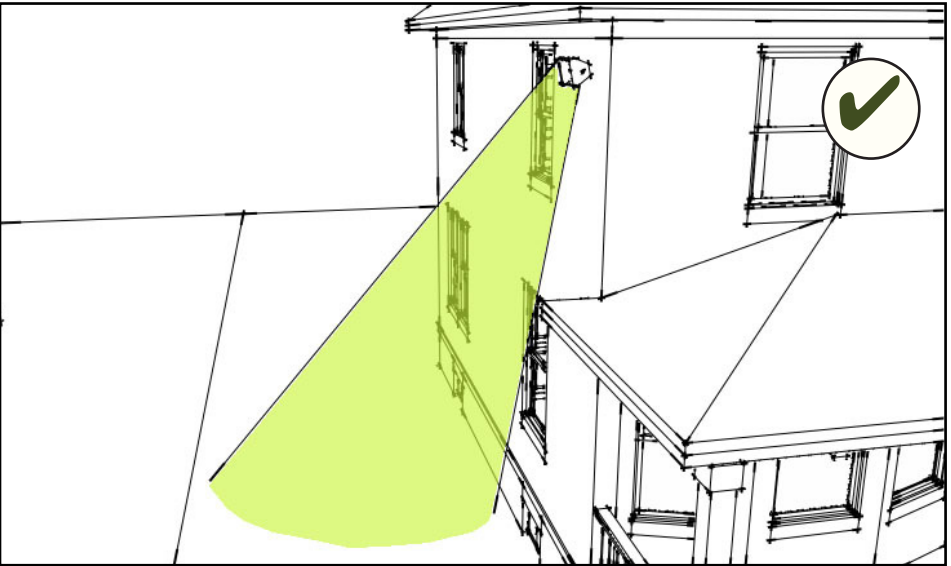
For more information, visit <https://www.darksky.org/our-work/lighting/lighting-principles/>



Shielding, color temperature, intensity, and timing all contribute to the determination of what lighting is appropriate for the Historic District.



Using warm-colored lighting in exterior light fixtures is encouraged.



Shielded lighting that falls within the property boundaries is appropriate for the Historic District.



Lighting should be targeted and used only when it is useful.



Acorn post lights are appropriate for the Historic District.

4.10. Lighting



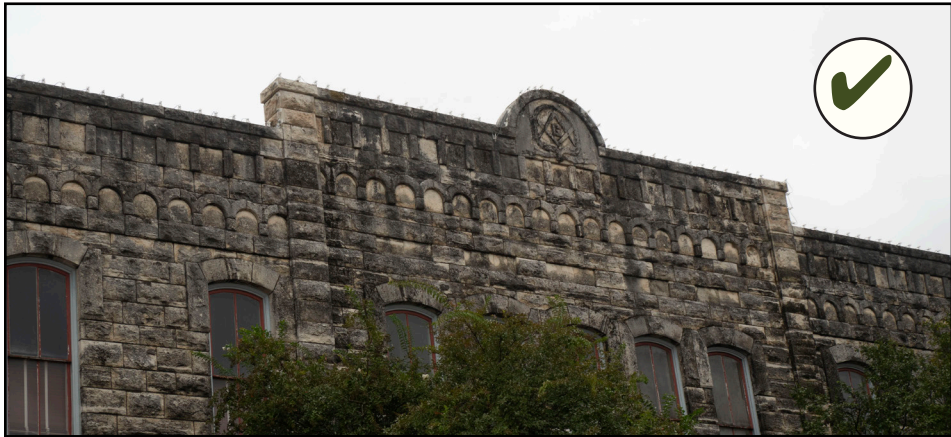
Lighting that changes color, or creates motion is not appropriate for the Historic District.



The use of lights to highlight a building's architectural features may be appropriate for the Historic District.



Install signage so that no architectural features or details are obscured or damaged.



The use of lights to highlight a building's architectural features may be appropriate for the Historic District.



String lighting may be appropriate for the Historic District.

4.10. Lighting

2. String lights

- 2.1. Use of string lights should generally be limited to the traditional end of year and new year holidays (between November 1 and January 15 of the following year) and other special occasions where there is a multi-business lighting event scheduled that includes the Downtown Overlay District.
- 2.2. String lights in trees shall not be left in the trees year-round, to protect the health of the tree.
- 2.3. String lights shall be maintained in appearance and installation.
- 2.4. Unless an approved project by the City, property owners are discouraged from plugging into City owned outlets for personal use of lights.
- 2.5. The use of lights to highlight a building's architecture, canopies, and windows may be appropriate and effective.

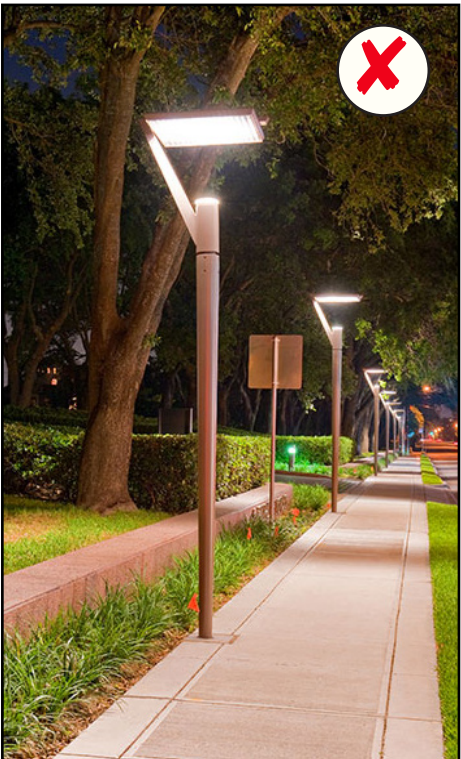
3. Streetscape lighting in the Downtown should be the same as that adopted for use by the City.

4. Minimize the visual impacts of architectural lighting

- 4.1. All exterior light sources should have a low level of luminescence.
- 4.2. Wall-mounted flood lamps shall be shielded so that the light source is not visible off-site. Spotlights without shielding devices are not allowed.
- 4.3. A lamp that conveys the color spectrum similar to daylight is preferred. For example, metal halide and color-corrected sodium are appropriate.
- 4.4. Lighting fixtures should be appropriate to the building and its surroundings in terms of style, scale, and intensity of illumination.
- 4.5. Wall-mounted light fixtures should not extend above the height of the wall to which they are mounted.
- 4.6. Lighting that changes color, or creates motion is not appropriate.

5. Minimize the use of rope/icle lighting Downtown.

- 5.1. The use of rope/icle lighting shall not be used outside of the winter holiday season.
- 5.2. Window/door border lighting inside a building is inappropriate.



These contemporary pedestrian lights are inappropriate for the Historic District.



This contemporary light fixture is incompatible with the character of the district and therefore, inappropriate for Wimberley.

4.11. Street Furniture



Bike racks and parking are encouraged throughout the Historic District.



Street furniture should be clustered in groupings, when feasible. The rustic materials used in this grouping fit the historic character of Wimberley.



Rustic planters using native plants are encouraged.



Rustic planters using native plants are encouraged.

Street furniture should be simple in design and compatible with the rustic character of downtown.

1. Street furnishings and sidewalk displays should not interfere with pedestrian traffic. A clear 6-foot pedestrian path should be maintained at all times to allow for the orderly flow of pedestrians. So, smaller tables and chairs are generally preferred to meet this requirement.
2. Individual furnishings should be of designs such that they may be combined with other street furniture in a coherent composition.
3. Avoid materials that are incompatible with the character of the district. Plastic and polished metal are inappropriate. Stone, unfinished wood, galvanized metal, and concrete may be appropriate.
4. Street furniture should be located in areas of high pedestrian activity. Locate furniture at pedestrian route intersections and major building entrances and near outdoor gathering places.
5. Bike racks are encouraged
6. Street furnishings should be clustered in “groupings,” when feasible.

- 6.1. Use planters and covered or enclosed waste receptacles to frame spaces for benches.
- 6.2. Cluster waste receptacles with other furnishings. The design of the receptacles should be compatible with other existing furnishings.

7. Benches

- 7.1. Benches, bike racks, planters or pots, statues, trash receptacles and, in the event of a sidewalk sale, merchandise displays are examples of street furnishings that are appropriate.
- 7.2. Where utilized, benches should be the same as those already in use in the downtown.
- 7.3. Advertising promotions on benches is not allowed under any circumstance.
- 7.4. Position a bench to provide a sense of comfort. Buffer the bench from traffic; for example, position a planter between the bench and the curb. Avoid locating a bench close to the curb.
- 7.5. Install benches in high pedestrian traffic areas and/or areas of interest.

8. Planters

- 8.1. Cluster planters with other furnishings.
- 8.2. Install freestanding planters on either side of a store entrance, at seating areas, along edges of parking lots, in pedestrian plazas, and in clustered furnishing areas.

4.11. Street Furniture

- 8.3. A planter should be large enough to be easily seen, but not so large as to cause an obstruction to pedestrian traffic.
 - 8.4. Conventional home-style planters, such as those constructed of redwood or ordinary terracotta pottery, as well as over-sized concrete plant tubs are not appropriate.
 - 8.5. Compatible planters may have a rustic character, material, and appearance such as reused stock tanks. Masonry and unfinished wood, matching that of the buildings downtown, may also be appropriate.
- ### 9. Outdoor Dining and Seating Outdoor.
- 9.1. Dining and seating areas should be simple in design and compatible.
 - 9.2. Furniture and fixtures must not be secured to trees, lampposts, street signs, hydrants, or any other street infrastructure by means of ropes, chains, or any other such devices, whether during restaurant operating hours or at times when the restaurant is closed.
 - 9.3. All furniture and fixtures must be maintained in good visual appearance and in a clean condition at all times.
 - 9.4. All furniture and fixtures must be durable and of sufficiently sturdy construction as not to blow over with normal winds.
 - 9.5. All furniture and fixtures must contribute to the overall atmosphere of the Overlay District and must be complementary in both appearance and quality.
 - 9.6. Tables and chairs are allowed without approval if they meet the following guidelines; otherwise Planning and Zoning Commission approval is required based upon the intent of the guidelines.

- Tables and chairs may be colored or of a natural unpainted material (i.e., wood, metal (treated to prevent rust), etc.). Tables and chairs are not permitted to be plastic.
- Upholstered chairs suitable for outdoor use are permitted.
- All chairs used within a particular establishment’s outdoor seating area must match each other by being of visually similar design, construction, and color.
- Other furniture such as serving stations, bar counters, shelves, racks, sofas, televisions, trash receptacles, heaters, and torches are not permitted, unless it is determined that these items are sufficiently setback or screened from view of the public.



Street furniture with advertisements or signage are inappropriate for Wimberley.



Benches should be constructed with wood or metal. Polymer-wood benches are not appropriate for the Historic District.

4.11. Street Furniture



Appropriately-sized umbrellas that blend in with the surrounding environment are allowed within the Historic District.

- 9.7. No sidewalk coverings or raised platforms are allowed, unless the outdoor seating area is not located on the sidewalk.
- 9.8. No extra or additional signage is permitted solely as a result of an outdoor seating area. If any signage is proposed it should be included as part of the overall sign package for the property.
- 9.9. Any proposed fence related to an outside eating or sitting area for a nonresidential use is required to have approval.

10. Umbrellas.

- 10.1. Umbrellas are allowed without approval if they meet the following guidelines. Any proposed umbrella that does not meet the guidelines may be approved if they determine the intent of the guidelines has been met.
 - Umbrellas shall be appropriately designed and sized for the location where they will be utilized.
 - Umbrellas must be free of advertisements and all elements contained within the outdoor dining area, and at the lowest dimension of an extended umbrella must be at least 7 feet above the sidewalk surface and not block the main walking path or create a hazard. Any proposed umbrella signage will need CDC approval and to be included with the overall sign package for the property.
 - Any part of an umbrella used in an outdoor seating area may not exceed a height of 120" (10 feet) above the level of the sidewalk.
 - Umbrellas must blend appropriately with the surrounding built environment; therefore, umbrella fabric may not be fluorescent or other strikingly bright or vivid color. In addition, only one fabric color is allowed.
 - Umbrella fabric must be of a material suitable for outdoor use, and must be canvas-type. No plastic fabrics, plastic/vinyl-laminated fabrics, grass, or rigid materials of any type are permitted for use as umbrellas within an outdoor seating area.
 - Umbrellas should not block views of building signs or windows, especially those of adjacent properties.



5

NEW BUILDING & ADDITION DESIGN

This section represents design guidelines for the modifications or additions to existing buildings and construction of new buildings within the boundaries of the Historic District. The design guidelines are organized into a series of relevant design topics. Within each category, individual policies and design guidelines are presented, which the City will use in determining the appropriateness of the work proposed.

CHAPTER 5 CONTENTS

5.1	Compatibility	68
5.2	Design	68
5.3	Street Level Façades	69
5.4	Additions	69
5.5	Mass, Form and Scale	70
5.6	Parapet Walls	71
5.7	Exterior Building Materials	72
5.8	Display Windows	75
5.9	Entries and Doors	76
5.10	Upper Story Windows	77
5.11	Mechanical and Utilities	78

5.1. Compatibility



New construction in Wimberley should recognize and respect the historic patterns and elements of the neighborhood.

A building should be visually compatible with traditional commercial buildings.

- 1. Historic Building Character: The street level floors of traditional commercial buildings are clearly distinguishable from the upper floors. First floors feature large display windows, typically horizontally-oriented. Upper floors have smaller windows or no windows. This feature should also be expressed in new construction.

5.2. Design

NEW CONSTRUCTION SHOULD FOLLOW A FRESH APPROACH

Footprint: of the building should be similar to historic structures nearby.

Roof: form, pitch, materials, complexity should be similar to those in the neighborhood.

Envelope: size and “bulk” or massing and scale as well as projections (porches and the like) of the new construction should be similar to the neighborhood.

Skin or exterior materials should be similar visually and physically to what is typical in the neighborhood.

Holes: window and door styles, proportions, rhythm, appearance, and placement should be similar to surrounding historic buildings.

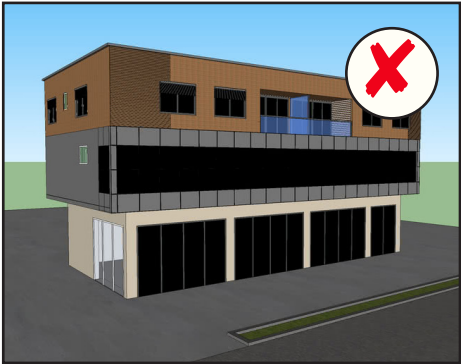
New interpretations of historic building styles are encouraged. While it is important that buildings be compatible with the surrounding historic commercial context, it is not necessary that they imitate older building styles.

- 1. A new design that draws upon the fundamental similarities among older buildings in the area without copying them is preferred. This will allow the building to be seen as a product of its own time and yet be compatible with its historic neighbors.
- 2. Buildings that are similar in scale and overall character to those seen historically are strongly encouraged.
- 3. Infill should be a balance of new and old in design. This applies to architectural details as well as the overall design of a building.

5.3. Street Level Façades

Maintain the distinction between the street level and the upper floor.

- 1. The first floor of the primary façade should feature large display windows; however, traditional storefront design common in more high-style, turn-of-the-20th-century buildings are not appropriate in Wimberley.
- 2. Upper floors should be perceived as being more opaque than the lower floor.
- 3. Highly reflective or darkly tinted glass is inappropriate.
- 4. Avoid unadorned, blank walls facing entries and streets.

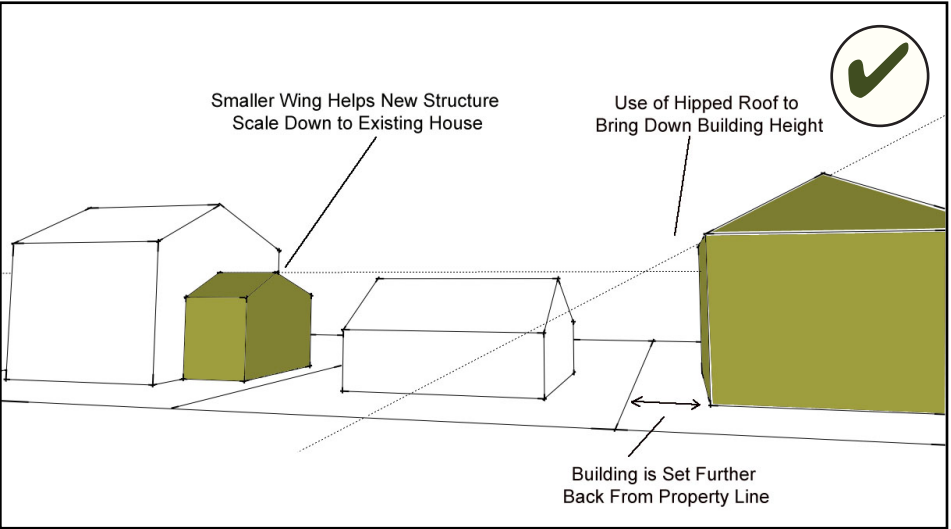


The opaque glass on the first floor and unadorned, blank walls are not appropriate for new building design in Wimberley.

5.4. Additions

Additions to contributing historic buildings should be located toward the rear.

- 1. Additions to the rear of the building may be the same height as the existing building.
- 2. Additions to the side of the building should be held to the rear half of the building.
- 3. Additions should not overwhelm the historic building when viewed from the right of way.



The scale of this addition is appropriate for Wimberley.



The design of this addition overwhelms the historic building and is not appropriate for the Historic District.

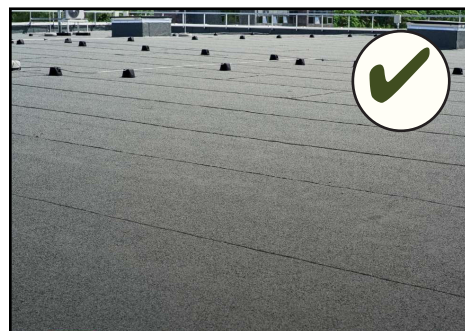
5.5. Mass, Form and Scale



The massing and window door openings in this building are an appropriate scale for the Historic District.



Contemporary glazed storefronts are inappropriate for the Historic District.



Flat roofs are appropriate for new buildings in Wimberley.



Light steel and glass buildings are inappropriate for the Historic District.

One of the most prominent unifying elements of the Historic District is the similarity in building mass, form and scale. Patterns are created along the street by the repetition of similarly-sized buildings and building elements. For example, the granularity of the existing buildings and pedestrian scale contribute to the visual continuity of the area.

1. Mass: A building should appear similar in mass to surrounding historic-age buildings.
 - 1.1. The massing should be solid and heavy, predominantly masonry. Light steel and glass buildings are inappropriate.
2. Form: A building should appear similar in form to historic commercial buildings nearby. One of the most prominent unifying elements of downtown is the similarity in building form.
 - 2.1. The form should be simple and rectangular. Corner buildings may have a focal point such as a tower or change of material at the corner.
 - 2.2. Rectangular forms shall be dominant on commercial façades.
 - 2.3. Use flat rooflines as the dominant roof form. Roof forms should appear flat, although there is typically a slight pitch for water to drain.
 - 2.4. Parapets on the primary elevation should be flat or have step-downs. A curved or elaborately shaped parapet is not appropriate.
 - 2.5. Gable roof forms may also be considered.
3. Scale: A building should appear similar in scale to traditional commercial buildings
 - 3.1. The dominant scale of one-to-two stories should be maintained.
 - 3.2. A larger building should be broken into “modules” that are similar in scale to the width of buildings on the blockface. Street-facing elevations should have sufficient façade relief and interruption every 30-50 feet or so to provide visual interest. They should be expressed three-dimensionally throughout the entire building façade.
 - 3.3. Use design elements and material variation to reduce the scale of the building when they align with elements found on adjacent historic buildings.
4. Height and Width: There is a sense of similarity in the building heights in the Historic District. In addition, most buildings have features at the lower levels that are similar in scale. First floors, for example, are similar in height. Porches and canopies provide a uniform pedestrian scale though building heights vary. A variety in building heights in new construction is, therefore, appropriate.

5.5. Mass, Form and Scale

- 4.1. Building Height: Maintain the traditional range of building heights. Buildings should be one-to-two stories tall.
 - 4.1.1. Buildings should be no more than 28 feet tall with a flat roof.
 - 4.1.2. Buildings should be no more than 35 feet tall with a pitched roof.
- 4.2. Floor to Floor Height: Floor-to-floor heights should appear to be similar to those seen historically. This is especially true of the ground floor.
 - 4.2.1. Traditional floor heights should be expressed with horizontal moldings, alignment of windows and other architectural details.
 - 4.2.2. In particular, the windows in a building should appear similar in height to those seen traditionally.
- 4.3. Building Width: Buildings shall appear similar in width to those seen historically in the block.
 - 4.3.1. Traditionally, building fronts in the Square were built in 25- to 60-foot increments. Buildings fronts should reflect this pattern.
 - 4.3.2. Outside of the square, building width vary more than on the square. Buildings outside the Square can be wider with fewer module articulations.



The form, massing, roof, and materials of this building are appropriate for the Historic District.



The height of this building is incompatible with the Historic District.

5.6. Parapet Walls

1. Parapets should be simple and flat or with a stepped pattern. Rounded or shaped parapets are not appropriate in the Historic District.
2. Heavy cornices are not compatible with the character of the Historic District.



A simple, stepped parapet is appropriate for Wimberley.



Heavy cornices are not compatible with the character of the Historic District.

5.7. Exterior Building Materials



Rough stone laid in a random-ashlar pattern is appropriate for the Historic District.



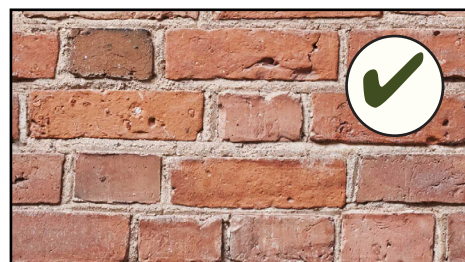
Stone tile cladding is inappropriate in the Historic District.



Giraffe-style masonry is appropriate for the Historic District.



Traditional brick patterns are appropriate for Wimberley.



Brick in the Historic District should be a traditional size and color.

Historic buildings in the Downtown were built by hand. That meant that a building material would have to be small enough to be lifted by a person or two. That restraint determined the size and scale of materials. Today it is what gives the downtown its scale and texture. Building materials of new structures should contribute to this visual continuity. They should appear similar to those seen traditionally.

1. Building materials should be visually compatible with the predominant materials.
2. Traditionally, a limited palette of building materials was used in the area—primarily stone and unfinished wood. This same selection of materials should continue to be predominant.
3. New materials appropriate for the Historic District should have the characteristics of masonry and be scaled to replicate the size that could be lifted by one or two persons. Monolithic slabs are not appropriate.
4. Stone
 - 4.1. Types of stone should be limited to native Texas stones, as those would have been the stone traditionally available in Wimberley. This will help preserve the unique character of downtown. Limestone, sandstone, and granite can all be sourced at Texas quarries.
 - 4.2. Specialty masonry features such as petrified wood, fossils, and coral are encouraged as they reflect the unique character of Wimberley.
 - 4.3. Stone should be laid in a traditional size, pattern and texture found on other historic buildings in Downtown. Giraffe-style or random-ashlar patterns are preferable to coursed masonry. Rough face, rusticated stone is preferred though areas of dressed, carved, or smooth-faced masonry may be utilized as accents around windows or doors.
 - 4.4. Polished stone should be avoided as a primary material.
5. Brick
 - 5.1. Brick should be a traditional brick size of approximately 8 inches long, 3 ½ inches deep and 2 ½ inches tall. Mortar joints should be no larger than ½ inch.
 - 5.2. Brick should be natural in color (red, brown, buff). Glazed brick, shiny or colored brick should not be used.
 - 5.3. Traditional brick coursing patterns should be used. Stacked bricks are not appropriate.

5.7. Exterior Building Materials

6. Stucco

- 6.1. Plaster stucco is an appropriate secondary material but should not comprise the primary exterior building material.
- 6.2. EIFS is not an appropriate material.
- 6.3. A smooth or slightly textured surface is preferred.
- 6.4. Careful attention should be given to the location of expansion joints so they align with horizontal features and do not give the impression of an overlarge panel.

7. Wood

- 7.1. Wood is an appropriate material and should retain a rustic appearance. It may be painted or unpainted.
- 7.2. Wood paneling should be used in a traditional pattern such as board-and-batten.
- 7.3. Contemporary installations of wood should be minimized.
- 7.4. Rustic, rough-hewn wood is encouraged.

8. Alternate materials

- 8.1. If alternative materials are selected, they should be comparable to traditional materials, including in texture and color.



Wood siding is appropriate for the Historic District.



Board-and-batten siding is appropriate for the Historic District.



Rustic wood posts are an appropriate material for porch and awning supports.



Plaster stucco is an appropriate secondary material in the Historic District.



EIFS is not an appropriate material for the Historic District.

TYPICAL WOOD SIDING PROFILES



1. Bevel; 2. Drop; 3. Clapboard; 4. Tongue-in-Groove; 5. Patterned Shingles.

TYPICAL EXISTING CONDITIONS



Many buildings have rough-faced limestone cladding in a random-ashlar pattern.



Giraffe-style masonry that includes a variety of masonry materials is a character-defining feature in Wimberley.



Wood siding is a common exterior material in Wimberley.

APPROPRIATE



Board-and-batten wood siding is appropriate for certain architectural styles in Wimberley.



Giraffe-style masonry that includes a variety of masonry materials is appropriate for Wimberley.



Random-ashlar is appropriate for Wimberley. Using rough finished limestone is encouraged.

INAPPROPRIATE



This stone veneer is an inappropriate exterior material in Wimberley.



This metal siding is an inappropriate exterior material in Wimberley.



Vinyl siding is an inappropriate exterior material in Wimberley.

Unlike many other towns, commercial buildings in Wimberley are not characterized by large expanses of storefront systems. Instead, large display windows fill first floors and provide views to goods and activities to passing pedestrians.

1. Ground floors in new buildings shall be visually open and provide interest on the street.
 - 1.1. The ratio of solid-to-void surface area shall be similar to that seen traditionally on nearby commercial storefront buildings. First floors should be more transparent than upper floors.
 - 1.2. Avoid a blank wall appearance that does not provide interest to pedestrians.
2. New display windows can be constructed of wood, steel, anodized aluminum, or other alternative materials with the same long lasting characteristics.
3. Display windows should have trim with profile dimensions and shadow lines similar to those used historically or be trimmed with wood to create a more historic profile. Large or elaborate window casings or heads, like those seen in Victorian-style buildings, are not appropriate for Wimberley.
4. Display windows should be large and may be divided or undivided.
5. Glass should be clear and non-reflective but may be insulated and/or low-e.



Typical storefront windows in the Historic District are wood-framed and have simple profiles.



Large, wood-framed display windows are appropriate for the Historic District.



Traditional storefront assemblies are not appropriate in the Historic District.



These large storefront windows are compatible with the Historic District.



The materials and configuration of this first-floor storefront is inappropriate for Wimberley.

5.9. Entries and Doors



This storefront entrance is flat to the façade and is appropriate for the Historic District.



This storefront entrance is minimally recessed and has an appropriate door.



Deeply recessed storefront entrances are not appropriate.

1. Building entrances should appear similar to those used historically in the block. They should either be centered with windows on either side or located to one side with store windows taking up the rest of the façade. They should be clearly defined, and obvious to pedestrians.
2. Building entrances should be flat with the façade or minimally recessed. Deeply recessed entrances are not in keeping with the character of the Historic District.
3. Secondary public entrances to the upper floors can be a part of the ground floor configuration.
4. Designs may also need to comply with other code requirements, including door width, direction of swing, and construction. In some cases, entries must comply with accessibility requirements of the Americans with Disabilities Act. Note, however, that some flexibility in application of these other regulations is provided for historic proper-ties. See also [Preservation Briefs #32: Making Historic Properties Accessible](#), published by the National Park Service.



Typical storefront entrances in the Historic District often have a centered door flanked by windows.

5.10. Upper Story Windows

Windows give scale to buildings and provide visual interest. Distinct window designs help define many historic building styles. Historic windows are set deep into a wall, and have substantial casings and sash components. This creates shadows that contribute to the character of the historic style.

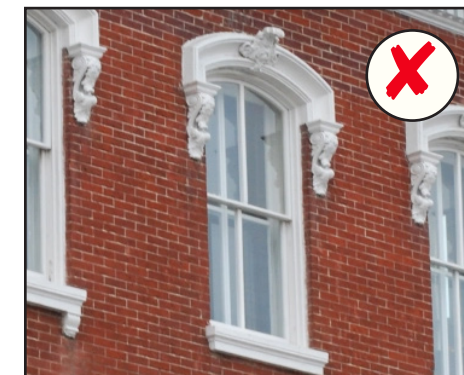
1. Windows should be of similar size to other windows on the block and may be vertically or horizontally oriented.
2. The pattern of window placement in the primary façade of a building should reflect other patterns of nearby buildings. Too many or too few windows can seem out of place in the established rhythm of the block face. Upper floors should appear more solid than first floors when compared to the first floor.
3. Windows should align with others in a block. Windows, lintels and their trim elements should align with those on adjacent historic buildings. When the alignment differs between adjacent buildings, the new construction can select one or the other, or create a compromise between the two.
4. Window configurations should be similar to those used traditionally in the Historic District. Windows vary widely in configuration with some being 1-over-1 hung windows (with a vertical orientation) and others being small, fixed, horizontally-oriented windows. Windows do not need to be operable.
5. Windows should have a minimum 1 ½ inch sash dimensions plus a brick mould. These can be wood or in the case of metal clad windows- painted metal. Clear, anodized aluminum is not appropriate. This trim should have dimension and shadow lines similar to those used historically.
6. Large or elaborate window casings or heads, like those seen in Victorian-style buildings, are not appropriate for Wimberley.
7. Windows should be set a minimum of two inches behind the plane of the façade.
8. Glass should be clear and non-reflective. Isolated use of obscure, patterned, or stained glass are acceptable but should not comprise the majority of upper story windows.
9. Glass can be insulated and/or low-e.
10. Window film can be applied if it is non-reflective and does not darken the windows.



Window configurations should be similar to those used traditionally in the Historic District.



Clear, anodized aluminum is not appropriate for the Historic District.



Large or elaborate window casings or heads, like those seen in Victorian-style buildings, are not appropriate for Wimberley.



Tinted glass is inappropriate for the Historic District.

5.11. Mechanical and Utilities



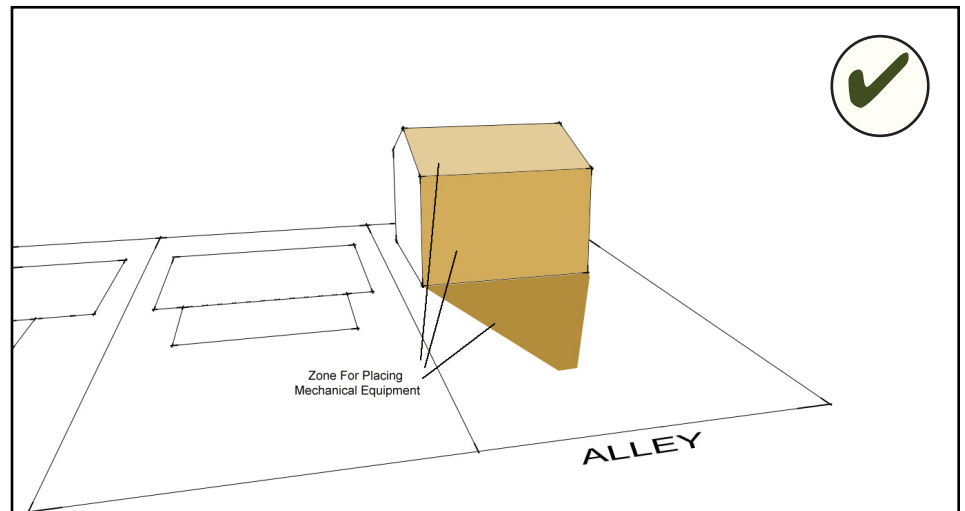
Utilities should be installed on the rear or side of the building.



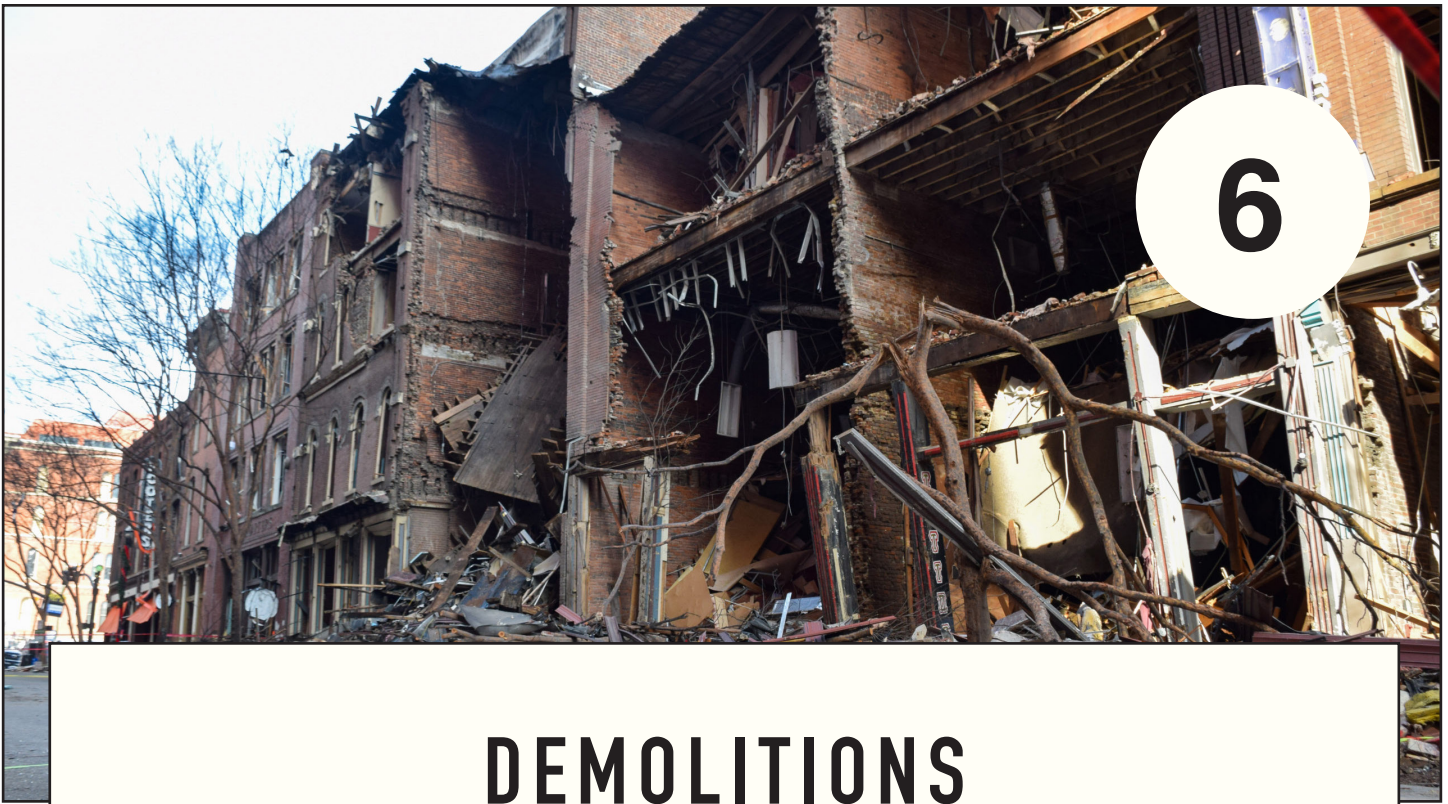
Do not locate window air conditioning units on the building's primary façade.

Utility service boxes, telecommunication devices, solar devices, cables, and conduits are among the variety of equipment that may be attached to a building that can affect the character of the area. While solar energy collecting devices might not always be considered as mechanical or service equipment, for the purposes of these Design Guidelines they shall be.

1. Minimize the visual impact of mechanical equipment as seen from the street.
2. Do not locate window air conditioning units on the building's primary façade.
3. Use low-profile mechanical units and elevator shafts on rooftops that are not visible from the public's view. If this is not possible, setback or appropriately screen rooftop equipment from view.
4. Locate a satellite dish out of public view, to the extent feasible, and in compliance with other regulations.
5. Paint mechanical equipment attached to the building fascia the same color as the fascia background to which it is attached in order to blend into the building.



Mechanical equipment should be installed on the rear or side of the building.



DEMOLITIONS

Demolition is forever, and once a building is gone it takes away another piece of the City’s character. Demolition of a historic building or resource that has most of its original design and features should only be an action of last resort.

Chapter 6 outlines the process for determining if demolition or relocation is an appropriate choice. Guidelines also describe recommendations for the documentation of buildings prior to demolition as well as building deconstruction so that historic materials may be salvaged for reuse.

Planning and Zoning Commission can delay or deny requests for demolition while it seeks solutions for preservation and rehabilitation.

CHAPTER 6 CONTENTS		
6.1	Demolition Conditions	80
6.2	Demolition Considerations	81
6.3	Demolition by Neglect	82
6.4	Order of Last Resort	82

6.1. Demolition Conditions

Planning and Zoning Commission should not allow the demolition or relocation of any resource which has historical and/or architectural significance unless one or more of the following conditions exist and if, by a finding of Planning and Zoning Commission, the proposed demolition or relocation will materially improve or correct these conditions:

1. The resource constitutes a hazard to the safety of the public or the occupants, as determined by the Building Official.
 - At such a determination the Building Official will present his report to the Historic Preservation Official. The HPO will convene a meeting of the appropriate City Departments to look for viable alternatives to demolition. Departments might include Planning and Development. The purpose is to see if there are monies or resources available to the owner to alleviate the issue identified by the building inspector. A licensed structural engineer familiar with historic resource preservation, shall present a report to the Planning and Zoning Commission prior to the hearing.
2. The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.
 - The Historic Official must be included in early meetings with the City to assist in the development and design to determine whether viable options exist to retain the property in the new design. It should be noted in determining the “substantial benefit” to the community that the beauty, charm and reputation of Wimberley is rooted in its Historic Character. Destroying that authentic character for a new improvement should be carefully considered when determining benefit.
3. Retention of the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner’s control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district, have been attempted and exhausted by the owner.
4. Retention of the resource is not in the interest of the majority of the community. To determine the interest of the majority of the community, the owner of the property shall submit to Planning and Zoning Commission a petition with 51% of the citizens of Wimberley approving the demolition.

6.2. Demolition Considerations

Planning and Zoning Commission should consider the following when evaluating proposals to demolish or relocate historic resources:

1. Does the resource proposed for demolition or relocation have architectural and/or historical significance?
2. What would be the effect on surrounding buildings of demolition or relocation of the resource?
3. What would be the effect on the Overlay District as a whole of demolition or relocation of the resource?
4. What would be the effect on safeguarding the heritage of the City of the demolition or relocation?
5. What has been the impact of any previous inappropriate alterations?
6. Is the demolition solely a matter of convenience?
7. Has the owner offered the property for sale?
8. Has the owner asked a fair price?
9. Has the property been marketed for a reasonable time?
10. Has the property been advertised broadly in a reasonable manner?
11. Has the owner sought the advice of a professional experienced in historic preservation work?
12. What would be the effect of open space in that location if the lot is to be left open?
13. What would the effect of any proposed replacement structure to the community?
14. What is the appropriateness of design of any proposed replacement structure to the Overlay District?

6.3. Demolition by Neglect

Demolition by neglect describes a circumstance in which a building owner intentionally allows a building to fall into such a state of disrepair that it becomes a public hazard that must be demolished. If the owner of any building, object, site, or structure designated historic or contributing to a historic district has received two (2) or more notices from the director of code compliance of building neglect in violation of this and other city ordinances, no application for a construction permit may be considered for five (5) years following demolition provided the following have occurred prior to demolition:

1. At least two municipal court cases have been filed in an attempt to enforce applicable provisions of the City Code;
2. A verified consultation between the, owner, historic preservation officer, and the director of development services has occurred.

6.4. Order of Last Resort

Only as a last resort should an historic structure be considered for demolition.

1. Where a structure must be razed, then a record shall be made of it prior to demolition. This shall include photographs and architectural drawings.
2. A structure should never be demolished as a matter of convenience.



SIGNAGE

This chapter presents design guidelines for the design of signs. The design guidelines are organized into a series of relevant design topics. Within each category, individual policies and design guidelines are presented, which the City will use in determining the appropriateness of the work proposed. *Refer to Signage section in the Planning and Development Regulations Article 4, Section 8.*

Traditionally, a variety of signs were seen in the downtown. Five different types occurred:

- Small, freestanding signs mounted on a pole or post; located near the sidewalk because the primary structure or business was setback from the street (e.g., an area with residential character); printed on both sides
- Medium-sized, square or rectangular shaped signs that projected from the building above the awnings or canopies; printed on both sides
- Small, horizontally-oriented rectangular signs that protruded from the building below the awnings or canopies but above pedestrians' heads; printed on both sides

CHAPTER 7 CONTENTS

7.1	Policy: Sign Design	84
7.2	Policy: Appropriate Signs	85
7.3	Policy: Sign Character	92

- Medium- to large-sized, horizontally-oriented rectangular signs attached flat against the building, above and/or below the awnings; printed on one side only
- Window signs, painted on glass; used at the street level and on upper floors

Signs that were mounted on the exterior advertised the primary business of a building. Typically, this use occupied a street level space and sometimes upper floors as well. In the case of a large structure that included several businesses on upper floors, the name of the building itself was displayed on an exterior sign. Tenants relied on a directory at the street level.

In addition, signs were mounted to fit within architectural features. In many cases, they were mounted flush above the storefront, just above moldings. Others were located between columns or centered in “panels” on a building face. This method also enabled one to perceive the design character of individual structures.

Each nonresidential structure in the Downtown District may have up to five types of signs in use at any given time: primary, secondary, window, portable, and temporary. Multi-tenant buildings shall share signage through co-locating the various businesses’ advertising on directories and monument or other approved signs via an approved Master Sign Plan.

- A primary sign represents the owner’s largest sign expense and is likely the most important of the five sign types. Only one primary sign will be allowed per business per building. The primary sign’s audience is specifically the viewer driving past in a vehicle.
- Secondary signs are utilized in addition to the primary building sign. Typically, a secondary sign protrudes from the building below the awnings or canopies but above pedestrian heads, printed on both signs. This may also be a small to medium free-standing sign mounted on a pole or post. The secondary sign is generally intended to capture the attention of the pedestrian walking on the sidewalk.
- Window signs are painted or applied to the glass used at street level and/or on upper floors. The window signage is intended for the pedestrian walking on the sidewalk and conveys specific information about the business offered.
- Portable signs are intended for the pedestrian walking on the sidewalk. Portable signs include sandwich boards, signs mounted on easels, or freestanding frames with sign inserts. Portable signs must not block sidewalks or walkways. These signs may only be outside during business hours. Each business is limited to one portable sign.
- Temporary signs are used for a special purpose, such as limited-time offer or a sale. Temporary signs may be up for no more than 45 days.

7.1. Policy: Sign Design

Design a sign to be in balance with the overall character of the property.

A sign typically serves two functions: first, to attract attention, and second to convey information, essentially identifying the business or services offered within. If it is well designed, the building front alone can serve the attention-getting function, allowing the sign to be focused on conveying information in a well-conceived manner. All new signs should be developed with the overall context of the building and of the area in mind.

1. Consider the building front as part of an overall sign program.
 - 1.1. Coordinate a sign within the overall façade composition.
 - 1.2. A sign should be in proportion to the building, such that it does not dominate the appearance.
 - 1.3. Develop a master sign plan for the entire building; this should be used to guide individual sign design decisions.
2. A sign shall be subordinate to the overall building composition.
 - 2.1. A sign should appear to be in scale with the façade.
 - 2.2. Locate a sign on a building such that it will emphasize design elements of the façade itself.
 - 2.3. Mount a sign to fit within existing architectural features. Use the shape of the sign to help reinforce the horizontal lines of moldings and transoms seen along the street.

Appropriate signs include freestanding, flush mounted, window, projecting, hanging, awning, and directory signs.

Well-designed signs are needed in the historic District for communication and identifying goods and services available in the District. But signs are artifacts in themselves. They are a significant component of the environment. Signs affect the quality, image, and cohesiveness of the entire historic District.

The placement or location of a sign is a critical factor in maintaining the order and integrity of the District. Consistent placement of signs according to building type, size, location, and even building materials create a visual pattern that the pedestrian can easily interpret and utilize to the mutual benefit of merchants, tourists, and customers.

1. A primary sign should identify the services or business offered within.
 - 1.1. To avoid driver confusion, the information on the primary sign should be in a large enough font or design that it is easily viewable from a vehicle.
 - 1.2. The sign should contain only enough information to alert the viewer in a vehicle to the location of the business or entity at the building.
 - 1.3. Whenever possible, other signs should be utilized for information geared towards pedestrian or other viewers.
 - 1.4. The primary sign should be easily viewable from a vehicle with as little visual clutter as possible.
2. A secondary sign should identify the services or business offered within.
 - 2.1. Typically, a secondary sign is intended to capture the attention of pedestrians walking on the sidewalk.
 - 2.2. The sign should contain only enough information to alert the viewer on a sidewalk to the location of the business or entity at the building.
 - 2.3. The secondary sign should be easily viewable from the sidewalk with as little visual clutter as possible.
3. Freestanding or pole mounted signs may be considered.
 - 3.1. A freestanding sign may be used in the front yard of a former residence with a commercial use.
 - 3.2. A freestanding sign may also be used in areas where the primary use is set back from the street edge.
 - 3.3. One freestanding sign or monument sign with a maximum sign area of 32 square feet and a maximum sign height of 10 feet.
4. A flush-mounted wall sign may be considered.



Historic markers approved by the Texas Historical Commission and the National Park Service may be mounted on a single pole.



This wooden pole sign is appropriate for the Historic District.



Freestanding signs on low poles are appropriate for Wimberley.

7.2. Policy: Appropriate Signs



Hanging signs are appropriate for the commercial zone and intended for pedestrian usage.



Historic signs over 40 years old may be retained and reconstructed.



The size, location, and number of signs on this building are inappropriate for the Historic District.

4.1. In many cases, turn-of-the century building types common in Wimberley have a sign frieze, which is a panel by trim that sits just above the transom or canopy. This is the ideal location for the primary building sign. The sign frieze is typically located above the transom and below the second-floor windows.

4.2. When utilizing the sign frieze as the sign placement location, it is important to respect the frieze borders. In other words, the sign should not overlap or crowd the top, bottom, or ends of the frieze.

4.3. When feasible, place a wall sign such that it aligns with others on the block.

5. A flush-mounted wall sign shall not exceed one square foot for every one foot of linear façade width.

5.1. For instance, a building with twenty feet of street frontage would be eligible for a sign of twenty square feet ($20 \times 1 = 20$). In true sign dimensions, this would be a sign of approximately two feet by ten feet. The area of the wall sign on any single wall should not exceed 10% of the area of the wall of the establishment.

5.2. Note that the formula establishes the maximum permitted sign area, when all other factors of scale, proportion, and compatibility are met. A sign does not have to be as large as this equation allows. The first consideration shall be compatibility with the size and character of the façade.

5.3. In a case where a building has more than one face exposed to a public way, the allowed sign area may not be combined.

6. Instead of a wall sign, a roof sign may be considered.

6.1. A business can opt for either a wall sign OR a roof sign.

6.2. Roof signs may not extend above the ridge line of the building and their area shall not exceed 10% of the building façade of the establishment.

7. A window sign may be considered.

7.1. A window sign may be considered in addition to the primary building sign to convey specific information regarding contact information (i.e. telephone number, email, or web address of a business), other business locations, or list more than one (1) specific product or service.

7.2. A window sign should cover no more than thirty percent (30%) of the total window area.

7.3. It may be painted on the glass, attached with flush vinyl, or hung just inside a window using appropriate attachment materials, as reviewed and approved by Planning and Zoning Commission

7.4. No more than 50% of a window shall be covered by business signage, advertisements, open signs, hours of operation, and other messages.

7.5. One small (maximum 2 square feet) window sign with a dark background displaying the business' hours of operation with contrasting, but not in a vivid color, lettering is allowed without Certificate of Appropriateness review; if additional size or design is requested, then a CoA is required.

7.6. One small (maximum 1.5 square feet) 'open' sign per business is allowed to be placed in a window without Certificate of Appropriateness review, if additional size is requested then a CoA is required. The sign message cannot be in a flashing or traveling mode.

7.7. Electronic message center signs that are designed to be visible from the right-of-way are not allowed.

7.8. While window displays are not reviewed by Planning and Zoning Commission, their use is very important to retailers. The attractiveness of a display is likely the highest contributing factor to whether or not a pedestrian will enter a store, and its design should be carefully planned.

7.9. Please note that Planning and Zoning Commission will take cognizance and assume jurisdiction of signs within a store that is obviously intended to be viewed through a window.

8. A hanging sign may be considered.

8.1. A small hanging sign is easier for a pedestrian to read than other sign types and is encouraged.

8.2. A small hanging sign should be located near the business entrance, just above the door or to the side of it.

8.3. A hanging sign installed under a canopy should be a maximum of 50% of the canopy's width. It should not extend beyond the side of the awning.

8.4. A hanging sign should be mounted perpendicular with the building façade.

8.5. A hanging sign should provide a minimum of eight feet clearance between the sidewalk surface and the bottom of the sign. However, a hanging sign mounted under a canopy may provide a minimum clearance of seven feet.

8.6. A hanging sign shall be no more than eight square feet in size.

9. A projecting sign may be considered.

9.1. A projecting sign should appear to be in proportion with the building. It should not overwhelm the appearance of the building or obscure key architectural features.

9.2. A projecting sign shall provide a minimum clearance of eight feet between the sidewalk surface and the bottom of the sign.

9.3. A projecting sign shall be no more than fifteen square feet in size with a maximum sign height of five feet.

9.4. Additionally, a projecting sign shall in no case project beyond 1/2 of the sidewalk width.

9.5. Signs should not obscure the view of any windows, existing signs, and/or adjacent buildings to an unreasonable extent.

7.2. Policy: Appropriate Signs

- 9.6. A large projecting sign is not permitted unless other types of signage are not appropriate for the building.
- 9.7. A large projecting sign, if approved, should be mounted higher, and centered on the façade or positioned at the corner of a building. Generally, a projecting sign should not be located above the second floor.
- 9.8. “Blade” signs are considered projecting signs and should follow the guidelines for projecting signs.
- 9.9. Any two-sided sign shall be designed to be back to back and in no case shall both sides of the sign be visible at any time to the reader.
- 10. Awning and canopy signs may be considered.
 - 10.1. An awning or canopy sign shall not exceed one square foot for every one linear foot of façade width. In no case should an awning or canopy sign exceed the size of the awning or canopy surface to which it is applied.
 - 10.2. The size of an awning or canopy sign shall be calculated by its actual area and shall be included in the calculation for total allowable building signage.
 - 10.3. Consider mounting a sign centered on top of a building canopy where a flush-mounted sign would obscure architectural details.
 - 10.4. A sign mounted on top and affixed to a building canopy, and located perpendicular to the building shall not be allowed.
 - 10.5. Appearance of a sign as viewed from an upper level out must be considered.
- 11. A directory sign for multi-tenant buildings must be considered.
 - 11.1. A Master Sign Plan is required for multi-tenant buildings.
 - 11.2. Where several businesses share a building, coordinate the signs. Align several smaller signs, or group them into a single panel as a directory.
 - 11.3. Use similar forms or backgrounds for the signs to tie them together visually and make them easier to read.
 - 11.4. The manner in which a directory sign is mounted to a building, either flush to or projecting from a wall, will determine the maximum allowable sign area.
 - 11.5. Electronic message centers are not allowed.
 - 11.6. Signage allocation must be considered when setting up a building for multiple tenants, and the appropriate distribution of allowable sign square footage and sign sizes and locations planned for the various tenants.
- 12. A portable sign may be considered.
 - 12.1. Portable signs are intended for pedestrian traffic on the sidewalk and can convey specific information regarding contact information.
 - 12.2. A portable sign may list more than one specific product or service and/or promotional information (i.e., daily specials, sales, or business related announcements.)
 - 12.3. Portable signs include A-frame, sandwich boards, signs mounted on easels or free-standing frames with sign inserts.

7.2. Policy: Appropriate Signs

- 12.4. An A-frame or sandwich board sign should be limited to 6 square feet of surface per side and should in no case exceed four feet in height and three feet in width.
- 12.5. A sign mounted on an easel or a free-standing frame with a sign insert should be limited to six square feet of surface per side and should in no case exceed five feet in height and three feet in width.
- 12.6. A portable sign should not interfere with pedestrian traffic.
- 12.7. A portable sign should be secured to the sidewalk. If an eye bolt is used it should be installed by the City of Wimberley and placed below the sidewalk surface, and a steel wire should be used to attach the sign to the bolt.
- 12.8. If the sign is not anchored with an eye bolt, then the sign shall be internally weighted rather than secured with sand bags or other external means.
- 12.9. Portable signs shall be taken inside when the business being advertised is not open.
- 12.10. Portable signs in Area 2 are discouraged, except when placed on a sidewalk adjacent to a street with heavy pedestrian traffic.
- 13. A temporary sign may be considered.
 - 13.1. A temporary sign (including banners) should be limited to a maximum of twenty-four square feet in area with a maximum height of three feet.
 - 13.2. A temporary sign, when installed, should not obscure windows or other architectural details of a building.
 - 13.3. In no case will a temporary sign be allowed to substitute as a permanent sign.
 - 13.4. Temporary signs should respect the design guidelines for permanent signs.
- 14. A sign should not in any way obscure or compete with architectural details of an historic building façade.
 - 14.1. This is especially important for a building with historic significance.
 - 14.2. A sign should be designed to integrate with the architectural features of a building not distract attention from them.

APPROPRIATE



Two-pole signs are appropriate for the Historic District.



Monument signs are appropriate for the Historic District.



Projecting and hanging signs are appropriate for the Historic District.

APPROPRIATE



Multi-tenant Building signs are appropriate for the Historic District.

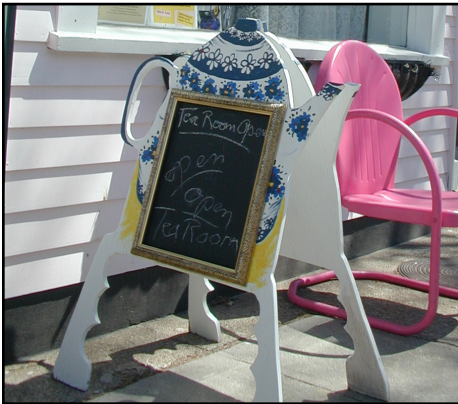


Door/Window signs are appropriate for the Historic District.



Historical plaques are appropriate for the Historic District.

APPROPRIATE



A-frame/sandwich board signs are allowed in the Historic District.



Pedestrian-oriented signs such as those hanging under the awnings around the square are appropriate for the Historic District.



Minimally illuminated blade signs are appropriate for the Historic District.

INAPPROPRIATE



Blinking or flashing signs are inappropriate for the Historic District.



Signs with exposed uplighting are not appropriate for the Historic District.



This sign is inappropriate because it obscures the transom on the building.

INAPPROPRIATE



This sign is inappropriate because it obscures the transom on the building.



Backlit signs are inappropriate for the Historic District.



Lightbox signs are inappropriate for the Historic District.

7.3. Policy: Sign Character

A sign should be in character with the material, color, and detail of a building.

1. Signs that are out of character with those seen historically and that would alter the historic character of the street are inappropriate.
 - 1.1. Animated signs are prohibited.
 - 1.2. Any sign that visually overpowers the building or obscures significant architectural features is inappropriate.
 - 1.3. Murals that include signage may be considered appropriate and Planning and Zoning Commission may exclude portions of the mural from the size calculations of the above guidelines
 - 1.4. Murals shall not be painted onto previously unpainted brick or masonry of historical significance.
2. Sign materials should be compatible with that of the building façade.
 - 2.1. A simple, easy-to-read sign design is preferred.
 - 2.2.Typefaces that are in keeping with those seen in the area traditionally are encouraged.
 - 2.3.Select letter styles and sizes that will be compatible with the building front. Generally, these are typefaces with serifs.
 - 2.4.Avoid hard-to-read or overly intricate typeface styles.
 - 2.5.Painted wood, unpainted wood, and metal are appropriate materials for signs. Their use is encouraged.
 - 2.6.Plastic is not permitted, except for flush, adhesive, professionally installed lettering.
 - 2.7. Highly reflective materials that will be difficult to read are inappropriate.
 - 2.8.Painted signs on blank walls were common historically and may be considered. Painted signs should only be used on non-masonry walls or on masonry walls that have already been painted.
3. Using a symbol for a sign is encouraged.
 - 3.1. A symbol sign adds interest to the street, can be read quickly and is remembered better than written words.
4. Flashing, blinking, or otherwise animated lighting are not permitted.
5. The light for a sign should be an indirect source.
 - 5.1. Light should be directed at the sign from an external, shielded lamp.
 - 5.2.The fixture should have a sense of design, which is coordinated with the sign surface and appropriate to building style and character.
 - 5.3.A warm light, similar to daylight, is appropriate.
 - 5.4.Light should not shine directly or reflect into the eyes of pedestrians.
 - 5.5.Exposed up-lights are inappropriate
 - 5.6.Luminance must not exceed 65 footcandles for any portion of the sign.

7.3. Policy: Sign Character

- 5.7. Lighting should be turned off after 10pm or the close of business, whichever is later.
6. If internal illumination is used, it should be designed to be subordinate to the overall building composition.
 - 6.1. Internal illumination of an entire sign panel is discouraged. If internal illumination is used, a system that backlights only the sign text is preferred.
 - 6.2.Neon and other tubular illumination may be considered. However, use neon in limited amounts so it does not become visually obtrusive.
 - 6.3.Internal illumination of an awning is inappropriate.
 - 6.4.Lighting should be turned off after 10pm or the close of business, whichever is later.
7. Neon signs may be considered in limited situations.
 - 7.1. The use of neon signs is more appropriate to new construction, non-historic structures, and historic structures built after 1930. These signs should have an historic character.
 - 7.2. Neon is not appropriate on structures built before 1930 or on residential structures.
 - 7.3. Unshielded neon is not permitted
 - 7.4. Lighting should be turned off after 10pm or the close of business, whichever is later.
8. Sign brackets and hardware should be compatible with the building and installed in a workman-like manner.
9. Maintenance of signs shall be required.
 - 9.1. Re-secure sign mounts to the building front.
 - 9.2.Repaint faded graphics.
 - 9.3.Repair worn wiring.
 - 9.4.Replace burned out bulbs.
 - 9.5.Remove non-historic, obsolete signs.
 - 9.6.Preserve historic painted signs in place as decorative features.
10. Signage should have a professional quality and a finished appearance.
 - 10.1.Signs that appear to be temporary, unfinished, or homemade are not allowed.
 - 10.2. A change in a portion of a multi-tenant sign should be consistent with the original, approved design.
11. Changing tenants in buildings with approved multiple tenant signs.
 - 11.1. Staff may approve sign face changes if they are the style of the approved multi-tenant sign.

FEEDBACK ON ORDINANCE

ROUTINE REPAIRS / MAINTENANCE
- hinder big ability to navigate ordinance / big disruption to seeking this approval.

• Paint color can be significant *
• All buildings included?

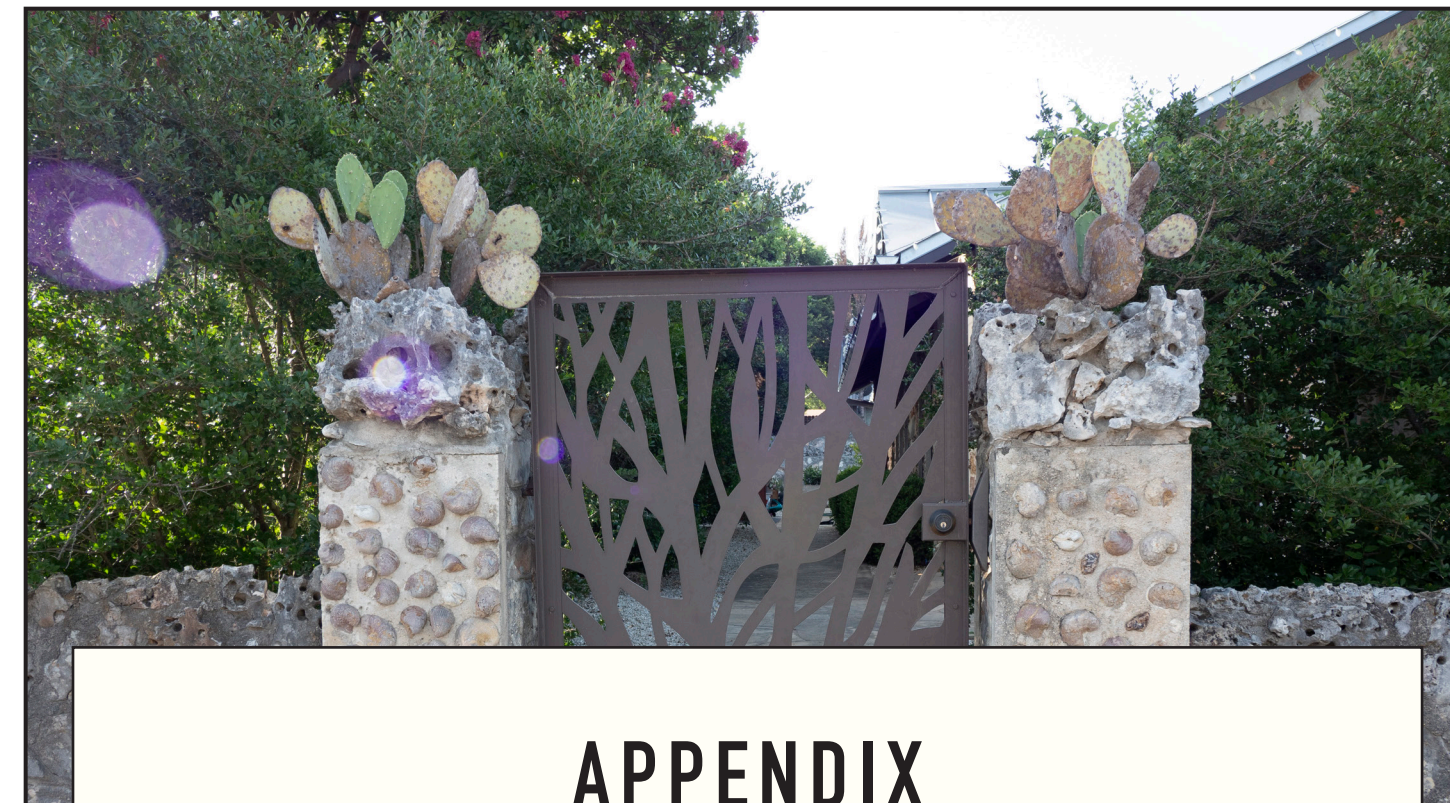
Ordinance
- Inclusive is a great word
- Good Review / appeals process

Ordinance
Excellent tiered system

Any building?
Must be Opposite
(New construction in District)?

Minor Alterations *
Need to provide more color / clarification
- Concern of biz disruption.

How will new construction be affected by the district?



APPENDIX

The Appendix includes additional information to supplement the design guidelines including a list of definitions for terms used throughout the document, a maintenance and repair guide for routine preservation of historic buildings, and the Secretary of the Interior's Standards for Rehabilitation.

APPENDIX CONTENTS

1	Maintenance and Repair Guide	96
2	Glossary of Terms	100
3	Secretary of the Interior's Standards for Rehabilitation	106
4	Design Guidelines Preparation Process & Public Input	107

EXTERIOR WALL MATERIALS



Non-historic paint coatings and water repellent treatments are inappropriate for historic masonry.



Covering historic masonry can cause damage to the underlying historic material.



Repoint missing or deteriorated joints with an appropriate, compatible mortar.

Exterior walls may be constructed of or clad in durable materials such as natural or manufactured masonry, wood, stucco, asbestos, or even metal. Regular maintenance of historic building materials is essential to long-term preservation. When possible, these materials should be repaired in-kind, with a material that is similar in look and composition, rather than replaced when damaged or deteriorated.

MASONRY

Masonry refers to a type of building construction that consists of separate, individual units laid in rows, stacked on top of one another, and held together by mortar (a mixture of water, sand or gravel, and cement or lime). It can be structural or decorative. Masonry can be natural, such as limestone or granite, or it can be manmade, such as brick or concrete blocks. When maintained properly, masonry is a durable material; however, inappropriate repair, mortar, or cleaning can rapidly deteriorate the material.

MAINTAINING EXTERIOR MASONRY

- Do not paint historic masonry, and avoid applying water-repellent coatings or sealants.
- Historic masonry should not be coated or covered with any additional materials.
- Repoint missing or deteriorated masonry joints with a mortar that matches the historic in strength, composition, color, and texture, per guidance in National Park Service Preservation Brief #2 (see *Additional Resources on page #*). It should look the same as the existing mortar and be as soft or softer than original.
- Never use Portland cement to patch or repoint historic masonry as it is too hard and can damage the historic material.
- If any masonry units need to be replaced, the replacement material should match existing historic in size, color, texture, and composition.
- Cleaning masonry should only be undertaken to stop active deterioration or remove significant soiling. If cleaning is necessary, start with the gentlest means water, typically low-pressure water (like a garden hose) with a soft bristle brush. Any additional cleaning products should be appropriate for historic masonry and should be tested prior to application. Test products in an inconspicuous location and wait to observe any adverse effects (such as change in color, texture, or gloss). Cleaning may not make masonry look “like new.” Avoid abrasive or mechanical cleaning with power washers, wire wheels, or similar tools. See National Park Service Preservation Brief #1 for additional cleaning guidance (see *Additional Resources*).

WOOD

Wood siding was commonly used on historic building exteriors, especially on historic buildings. It was typically coated in paint. Coatings are important in preserving historic wood as exposed wood can deteriorate from exposure to sun, water, and environmental conditions.

MAINTAINING EXTERIOR WOOD SIDING

- Maintain existing paints and coatings to prevent the wood siding from being exposed wind, sun, and rain. See National Park Service Preservation Brief 47 (see *Additional Resources*) for additional information on maintaining wood siding on building exteriors.
- Avoid excessive exposure to water by maintaining gutters, downspouts, and drainage; keeping sprinklers from hitting the building; and keeping vegetation away from the wood siding.
- When repainting, prepare, prime, and spot paint, as needed. Avoid stripping existing exterior paints as it can damage the wood siding. Remove loose paint by hand and sand the surface to prepare the surface for new paint. Preparation and a paint compatible with the existing is essential to lasting exterior paint. See National Park Service Preservation Brief 10 (see *Additional Resources*) for additional information on maintaining wood siding on building exteriors.

OTHER SIDING MATERIALS

Siding materials such as metal, stucco, or asbestos siding may also be present on the exterior of historic buildings.

MAINTAINING OTHER SIDING MATERIALS

- Maintain existing paints and coatings.
- Deteriorated siding should be repaired, rather than replaced, with materials compatible in color, texture, and composition.
- If siding requires cleaning due to heavy soiling or to halt deterioration, start with the gentlest means possible, typically low-pressure water (like a garden hose) and a soft bristle brush. If cleaning chemicals are required, test in an inconspicuous location first. See National Park Service Preservation Brief 1 and 47 (see *Additional Resources*) for additional guidance on cleaning and maintaining historic exteriors.



Maintain existing paint coatings on exterior wood to prevent exposure to wind, sun, and rain.

ADDITIONAL RESOURCES

- [NPS Preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings](#)
- [NPS Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings](#)
- [NPS Preservation Brief #10: Exterior Paint Problems on Historic Woodwork](#)
- [NPS Preservation Brief #37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing](#)
- [NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings](#)



Regularly clean gutters and downspouts.



Replace or resecure loose roof materials to ensure long-term preservation.

ADDITIONAL RESOURCES

[NPS Preservation Brief #4: Roofing for Historic Buildings](#)

ROOFING

Sloped roofs may be clad in composition shingles, slate, metal or other durable materials. Flat roofs may be composed of a variety of materials including tar and gravel. Roofing requires routine inspection and regular maintenance.

ROOF MAINTENANCE

- Inspect roof materials regularly as part of regular maintenance, looking for loose elements, debris in gutters or downspouts, deteriorated flashing or connections, evidence of water intrusion or leaks, vegetation in contact with the roofing, ponding water, or other unusual conditions. Preventing water intrusion is important to roof maintenance and regular inspection can address issues early on.
- Trim adjacent vegetation. Regularly clean gutters and downspouts. Check and re-secure flashing. Re-secure or replace loose materials, including shingles, in-kind to match existing in color, texture, size, and profile. See National Park Service Preservation Brief 4 (see *Additional Resources*) for additional information on routine roof maintenance.

WINDOWS, DOORS, AND PORCHES

Historic windows, doors, and porches are typically made of wood with metal, glass, and tile or terrazzo detailing or ornamentation. These materials may require repair and/or selective replacement over time.

WOOD MAINTENANCE

- Maintain existing paints and coatings to prevent the wood elements from being exposed to wind, sun, and rain.
- Avoid excessive exposure to water by maintaining gutters, downspouts, and drainage; keeping sprinklers from hitting the building; and keeping vegetation away from the wood elements.
- When repainting, prepare, prime, and spot paint, as needed. Avoid stripping existing paints as it can damage the wood. Remove loose paint by hand and sand the surface to prepare the surface for new paint. Preparation and a paint compatible with the existing is essential to lasting exterior paint. See National Park Service Preservation Brief 47 (see *Additional Resources*) for additional information on maintaining wood on historic buildings.
- If wood is deteriorated or has areas of decay, selective repair with dutchman patches may be appropriate.

METAL MAINTENANCE

- If metals are painted, the paint coating should be retained as exposed metal may rust when exposed to air and water. Repaint with a compatible paint, as needed. If metals are not painted, which is common with sheet metals, they should be left unpainted.
- Avoid abrasive cleaning methods, such as wire wheels or pressure washing.
- Clean with the gentlest, least abrasive method possible, usually low-pressure water (like a garden hose) and a soft bristle brush. Avoid chemical cleaners unless they are appropriate for historic metals. Any cleaners should be tested in an inconspicuous area and observed for adverse effects (such as change in color, texture, or gloss) per National Park Service Preservation Brief 1 (see *Additional Resources*).

GLASS MAINTENANCE

- Most glass elements, other than painted glass, can be cleaned with water alone.
- Avoid abrasive, acidic, or most household cleaners on historic colored or stained glass.



Regularly maintain wood windows, doors, and porches with appropriate repainting techniques.

ADDITIONAL RESOURCES

[NPS Preservation Brief #9: The Repair of Historic Wooden Windows](#)

[NPS Preservation Brief #10: Exterior Paint Problems on Historic Woodwork](#)

[NPS Preservation Brief #13: The Repair and Thermal Upgrading of Historic Steel Windows](#)

[NPS Preservation Brief #33: The Preservation and Repair of Historic Stained and Leaded Glass](#)

[NPS Preservation Brief #45: Preserving Historic Wood Porches](#)

[NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings](#)

2. Glossary of Terms

1.

ALIGNMENT. The arrangement of objects along a straight line.
2.

ALTERATION. Any act or process that changes one of 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.
3.

APPLICANT. A person seeking a designation or authorization under this Chapter or the person’s designated and duly authorized agent or representative. This term may include the property owner, occupant of the site, the Planning and Zoning Commission or City Council.
4.

APPROPRIATE. Suitable for a particular condition, occasion, or place, compatible, fitting.
5.

APPURTENANCES. An additional object added to a building; typically includes vents, exhausts hoods, air conditioning units, etc.
6.

ARCHITRAVE. The lowest part of an entablature that rests on the capitals of the columns.
7.

ARCHITECTURAL DETAILS. Small details like moldings, carved woodwork, etc. that add character to a building.
8.

AWNING. An architectural projection, which provides weather protection, identity, or decoration, and is supported by the building to which it is attached. It is composed of a lightweight rigid or retractable skeleton structure over which another cover is attached that may be of fabric or other materials. Awnings are typically sloped.
9.

BRACKET. A supporting member for a projecting element or shelf, sometimes in the shape of an inverted L and sometimes as a solid piece or a triangular truss.
10.

BUILDING. A resource created principally to shelter any form of human activity, such as a house.
11.

CANOPY. A projecting, rigid structure with a roof generally mounted to the ground and/or suspended with tie rods.
12.

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.
13.

C H A R A C T E R / CHARACTERISTIC. The aggregate of distinctive qualities, attributes, or features that make up and distinguish a particular structure, neighborhood, street, etc. from another.
14.

COLUMN. A slender upright structure, generally consisting of a cylindrical shaft, a base and a capital; pillar: It is usually a supporting or ornamental member in a building.
15.

CORNICE. The continuous projection at the top of a wall. The top course or molding of a wall when it serves as a crowning member.
16.

DEMOLITION. The complete destruction of a building or structure; or removal of more than 30 percent of the perimeter walls; or removal of any portion of a street-facing facade.
17.

DEMOLITION BY DECONSTRUCTION. The selective dismantlement of building components, specifically for re-use, recycling, and waste management.
18.

DEMOLITION BY NEGLECT. Allowing a property to fall into a serious state of disrepair so as to result in deterioration, which would produce a detrimental effect upon the life and character of the property itself. For Demolition by Neglect standards see Chapter 4 of Unified Development Code.
19.

DESIGN GUIDELINES. Guidelines of appropriateness or compatibility of building design within a community or historic district. Often in the form of a handbook, design guidelines contain drawings accompanying “do’s and don’t’s” for the property owner. The Planning and Zoning Commission has authority to administer design guidelines.
20.

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.
21.

DETERIORATE. To diminish or impair in quality, character, function, or value, also to fall into decay or ruin.
22.

DETERMINATION OF SIGNIFICANCE. A determination based on the importance of a historic property as defined by criteria found in Sec. 9.03.255(f).
23.

DOORFRAME. The part of a door opening to which a door is hinged. A doorframe consists of two vertical members called jambs and a horizontal top member called a lintel.

2. Glossary of Terms

24.

DOUBLE-HUNG WINDOW. A window with two sashes (the framework in which window panes are set), each moveable by a means of cords and weights.
25.

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.
26.

ELEVATION. A mechanically accurate, “headon” drawing of a face of a building or object, without any allowance for the effect of the laws of perspective. Any measurement on an elevation will be in a fixed proportion, or scale, to the corresponding measurement on the real building.
27.

ENTABLATURE. Refers to the superstructure of moldings and bands that lie horizontally above columns, resting on their capitals. It is the upper section of a classical building, resting on the columns and constituting the architrave, frieze, and cornice.
28.

EXTERIOR ARCHITECTURAL FEATURE. The architectural style and general arrangement of such portion of the exterior of a structure as is designed to be open to the view from a public way.
29.

FAÇADE. Front or principal face of a building, any side of a building that faces a street or other open space.
30.

FASCIA. A flat board with a vertical face that forms the trim along the edge of a flat roof, or along the horizontal, or “eaves,” sides of a pitched roof. The rain gutter is often mounted on it.
31.

FENESTRATION. The arrangement of windows and other exterior openings on a building.
32.

FORM. The overall shape of a structure (i.e., most structures are rectangular in form).
33.

FRAME. A window component. See window parts.
34.

FRIEZE. A horizontal band that runs above doorways and windows or below the cornice. It may be decorated with designs or carvings. In classic architecture, architectural ornament consisting of a horizontal sculptured band between the architrave and the cornice.
35.

GLAZING. Fitting/securing glass into windows and doors.
36.

HEAD. The top horizontal member over a door or window opening.
37.

HISTORIC DISTRICT. A 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 sites within a local district need not be contiguous. for an area to constitute a district. All sites, buildings, and structures within a local historic district, whether individually contributing or not are subject to the regulations of the district.
38.

HISTORIC LANDMARK. Any site, building, structure, or landscape
39.

HISTORIC PRESERVATION. The protection, reconstruction, rehabilitation, repair and restoration of places and structures of historic, architectural, or archaeological significance.
40.

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.
41.

IN-KIND. In the same manner and material.
42.

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.
43.

INVENTORY. A list of historic properties that have been identified and evaluated as meeting specified criteria of significance.
44.

MAINTENANCE. The work of keeping something in proper condition, upkeep. Activities required or undertaken to conserve as nearly, and as long, as possible the original condition of an asset or resource while compensating for normal wear and tear. The needed replacement of materials is done in-kind.
45.

MASS/MASSING. The physical size and bulk of a structure. A building’s massing is derived from the articulation of its façade through the use of dormers, towers, bays, porches, steps, and other projections.

2. Glossary of Terms

- These projections significantly contribute to the character of the building and, in town, the character of a street.
46. **MASONRY.** Construction materials, typically bound together by mortar, such as stone, brick, concrete block, or tile.
47. **MATERIAL.** As related to the determination of “integrity” of a property, material refers to the physical elements that were combined or deposited in a particular pattern or configuration to form a historic property.
48. **MODULE.** The appearance of a single façade plane, despite being part of a larger building. One large building can incorporate several building modules.
49. **MOLDING.** A decorative band or strip of material with a constant profile or section designed to cast interesting shadows. It is generally used in cornices and as trim around window and door openings.
50. **MOTHBALLING.** The process of temporarily closing up a building to protect it from the weather as well as to secure it from vandalism.
51. **MUNTIN.** A bar member supporting and separating panes of glass in a window or door.
52. **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.
53. **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.
54. **ORDINARY MAINTENANCE AND REPAIR.** 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.
55. **ORIENTATION.** Generally, orientation refers to the manner in which a building relates to the street. The entrance to the building plays a large role in the orientation of a building; whereas, it should face the street.
56. **ORIGINAL.** Belonging or pertaining to the origin or beginning of something, or to a thing at its beginning.
57. **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.
58. **PANEL.** A sunken or raised portion of a door with a frame-like border.
59. **PARAPET.** A low protective wall or railing or wall-like barrier along the edge of a raised structure such as a roof, bridge, terrace, or balcony. Where extending above a roof, it may simply be the portion of an exterior wall that continues above the line of the roof surface, or may be a continuation of a vertical feature beneath the roof such as a fire wall or party wall.
60. **PEDIMENT.** A triangular section framed by a horizontal molding on its base and two sloping moldings on each of its sides. Usually used as a crowning member for doors, windows, and mantles.
61. **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. (Protection and Stabilization have now been consolidated under this treatment.)
62. **PROPORTION.** The relationship between actual dimensions of elements to each other and to the overall façade. Often proportions are expressed as mathematical ratios drawn from architectural theories of ancient Greece and Renaissance Italy. A design element such as a window may have the same shape as adjacent windows, but may appear out of proportion

- because the dimensional relationships are not the same.
63. **POST.** A piece of wood, metal, etc., usually long and square or cylindrical, set upright to support a building, sign, gate, etc.; pillar; pole.
64. **PROPERTY.** Area of land containing a single historic resource or a group of resources.
65. **QUOIN.** (*pronounced koin*) Dressed stones or bricks at the corners of buildings, laid so that their faces are alternately large and small. Originally used to add strength to a masonry wall, later used decoratively.
66. **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. A technique used earlier in the 20th century, reconstruction is rarely used today because of the preference to use limited financial resources to preserve existing historic buildings.
67. **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.
68. **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

2. Glossary of Terms

- are significant to its historical, architectural, and cultural values.
69. **RESTORATION.** Returning a property to a state indicative of a particular period of time in its history, while removing evidence of other periods.
70. **RHYTHM.** The spacing and repetition of building façade elements, such as windows, doors, belt courses, and the like, give an elevation its rhythm. The space between freestanding buildings in towns, as well as the height of roofs, cornices, towers, and other roof projections establishes the rhythm of a street.
71. **SASH.** See *window parts*.
72. **SCALE.** a. The perceived size of a building relative to the size of its elements and to the size of elements in neighboring buildings. The overall shape and massing of buildings is significant to defining character. In order to retain the character of a community, maintaining a balance between landscaping and building scale in relation to space available is essential. A building built to the legal limits established for height, building scale, and setbacks may result in a building, which is not compatible with the character of its neighborhood. b. An indication of the relationship between the distances or measurements on a map or drawing and the corresponding actual distances or measurements.
73. **SCONCE.** A decorative wall bracket for holding lights, and other sources of illumination. A light fixture patterned on a candle sconce.
74. **SEASONAL BANNER.** Any sign generally designed for temporary, long-term, or seasonal use mounted to a light standard.
75. **SHAPE.** The general outline of a building or its facade.
76. **SHOULD.** For the purposes of these Design Guidelines should means shall.
77. **SIDE LIGHT.** A usually long fixed sash located beside a door or window; often found in pairs.
78. **SIDEWALK FURNITURE.** Any item used to embellish the facade of a building or the streetscape (including statues, planter boxes, pots or vases, benches, trash receptacles, art, or signs).
79. **SIDING.** The narrow horizontal or vertical wood boards that form the outer face of the walls in a traditional wood frame house. Horizontal wood siding is also referred to as clapboards. The term “siding” is also more loosely used to describe any material that can be applied to the outside of a building as a finish.
80. **SIGN.** Any device that uses letters, numerals, emblems, pictures, outlines, characters, spectacle delineation, announcement, trademark, logo, illustrations, designs, figures, or symbols for advertising purposes. The term “sign” shall also include any use of color such as bands, stripes, patterns, outlines, or delineations displayed for the purpose of commercial identification (corporate colors) that comprises more than twenty percent (20%) of any facade or

2. Glossary of Terms

- visible roof face. This term shall also include all flags other than Governmental Flags.
81. **SIGN AREA.** The area of a sign inclusive of the sign face, sign base, and sign cabinet.
82. **SIGN, AWNING.** Any sign painted or applied to the face, valance, side, or top panel of an awning, or any sign made by removing material from an awning.
83. **SIGN BASE.** The structure supporting a sign. The sign base is a part of the sign, unless otherwise specified in Chapter 10 of the UDC.
84. **SIGN CABINET.** The sign cabinet is the structure or border used to differentiate a sign face from the structure on or against which a sign face is placed.
85. **SIGN, CHANGEABLE COPY.** A sign designed to allow the manipulation of messages through manual or mechanical means.
86. **SIGN, CANOPY.** Any type of sign attached to in any manner or made a part of a canopy.
87. **SIGN, EXTERNAL ILLUMINATION.** A sign utilizing an artificial or reflective light source mounted or operated from the outside of the frame of the sign, for the purpose of lighting the sign.
88. **SIGN FACE.** The area of a sign where the name of the business or facility is advertised and the background on which it is placed. Does not include the sign cabinet or frame.
89. **SIGN, FLUSH-MOUNTED.** Any flat sign mounted or applied to a building facade.
90. **SIGN, HANGING.** Any sign suspended from an awning, canopy, bracket, or brace.
91. **SIGN, IDENTIFICATION.** An incidental sign of identification or of informational nature bearing no advertising, unless otherwise specified in Chapter 10 of this Code.
92. **SIGN, ILLUMINATED.** A sign utilizing an artificial or a reflective light source.
93. **SIGN, INTERIOR ILLUMINATED.** Any sign designed to be lit from the inside (including awning, canopy, hanging, or flush-mounted signs).
94. **SIGN, INCIDENTAL.** A sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as “no parking,” “entrance,” “loading only,” “telephone,” an address, and other similar directives.
95. **SIGN, INTERNAL ILLUMINATION.** A sign utilizing an artificial or a reflective light source mounted or operated from the inside of the frame of the sign, for the purpose of lighting the sign.
96. **SIGN, LOW PROFILE POLE.** A sign that is mounted on one or more freestanding poles or other support so that the bottom edge of the sign face is not in direct contact with a solid base or the ground.
97. **SIGN, MARQUEE.** Any sign attached to, in any manner, or made a part of a marquee.
98. **SIGN, MONUMENT.** A sign which is attached directly to the ground or is supported by a sign structure that is placed on or anchored in the ground and is

- independent from any building or other structure.
99. **SIGN, PEDESTRIAN.** Any sign oriented to pedestrians at street level visibility (including window, awning, or hanging signs, as well as nameplates, plaques, or sandwich boards).
100. **SIGN, POLE.** A sign that is mounted on one or more freestanding poles or other support so that the bottom edge of the sign face is not in direct contact with a solid base or the ground.
101. **SIGN, PORTABLE.** Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A or T frames; sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right of way, unless said vehicle is used in the normal day to day operations of the business.
102. **SIGN, PRIMARY.** A medium to large-size, horizontally oriented sign attached flat against the building, above the awning, printed on one side only. Or, a medium-size sign that projects from the building above the awning(s) or canopy(es), printed on both sides. Or, a medium-size sign that is mounted on a free-standing pole or post.
103. **SIGN, PROJECTING.** Any sign affixed to a building wall in a nonparallel manner
104. **SIGN, SANDWICH BOARD.** Any sign designed for placement on the sidewalk, of A-frame

- construction, generally two-sided.
105. **SIGN, SECONDARY.** A small, horizontally-oriented, rectangular sign that protrudes from a building below the awnings or canopies but above pedestrian’s heads, and is printed on both sides. Or, a small to medium, free-standing sign mounted on a pole or post.
106. **SIGN, TEMPORARY.** Any sign that is not intended to be permanent.
107. **SIGN, WALL.** A sign which is fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign. Wall signs shall not project more than eight (8) inches from the building or structure, may have only one (1) sign face, and must be parallel to the wall on which it is attached.
108. **SIGN, WINDOW.** Any sign that is placed inside a window or upon the window or upon the window panes or glass and is intended to be visible from the exterior of the window. Merchandise displays shall not be considered window signs.
109. **SILL.** The lowest horizontal member in a frame or opening for a window or door. Also, the lowest horizontal member in a framed wall or partition.
110. **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.
111. **SIZE.** The dimensions in height and width of a building’s face.
112. **SPECIAL EVENT BANNER.** Same as Seasonal Banner.
113. **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.
114. **STILE.** A vertical piece in a panel or frame, as of a door or window.
115. **STREETSCAPE.** Generally, the streetscape refers to the character of the street, or how elements of the street form a cohesive environment.
116. **STRUCTURE.** A term used to distinguish specific types of functional constructions from buildings that are usually made for purposes other than creating shelter.
117. **THEMATIC BANNER.** Same as Seasonal Banner.
118. **TRADITIONAL.** Based on or established by the history of the area.
119. **TRANSOM WINDOW.** A small window or series of panes above a door, or above a casement or double hung window.

120. **VISUAL CONTINUITY.** A sense of unity or belonging together that elements of the built environment exhibit because of similarities among them.
121. **WINDOW PARTS.** The moving units of a window are known as sashes and move within the fixed frame. The sash may consist of one large pane of glass or may be subdivided into smaller panes by thin members called muntins or glazing bars. Sometimes in nineteenth-century houses windows are arranged side by side and divided by heavy vertical wood members called mullions.
122. **YARD, FRONT.** The area that lies between the established front building line of the principal building and the front lot line.
123. **ZONING.** A police power measure, enacted by a municipality, including the City, in which the community is divided into districts or zones within which permitted and special uses are established as are regulations governing lot size, building bulk, placement, and other development standards.

2. Glossary of Terms

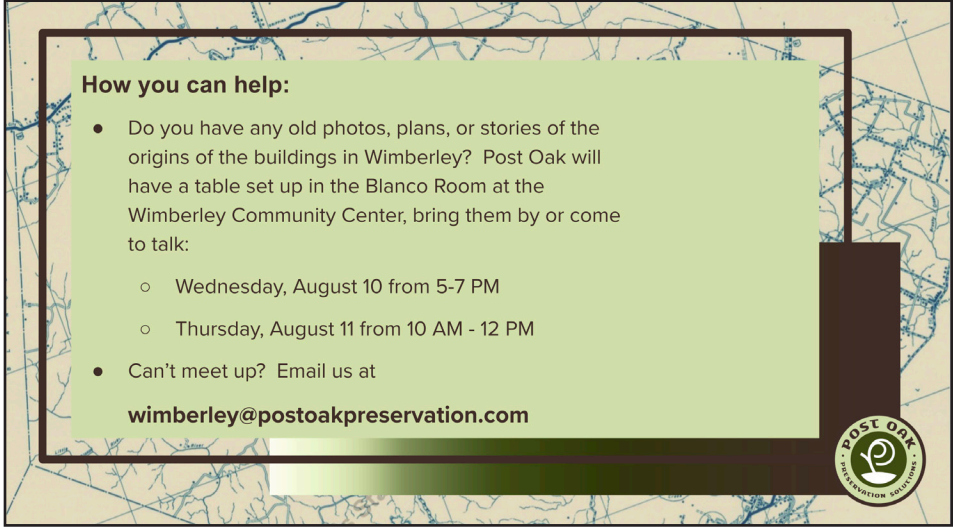
3. Secretary of the Interior’s Standards for Rehabilitation

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

4. Design Guidelines Preparation Process & Public Input

JULY 2022 MEETING

The first public meeting announcing the Wimberley preservation project, including not just design guidelines but also the historic resources survey and creation of a National Register of Historic Places historic district, occurred in July 2022. This meeting primarily reviewed findings from the historic resources survey, completed in July. Shortly following this meeting, Post Oak staff set up a table and held “office hours” at the Wimberley Institute of Culture in order to solicit public input as well as gather historical information from long-time residents. Throughout the process, the public has been able to send information and feedback via an email address set up exclusively for this project, which was announced at the July meeting.



Post Oak solicited public input as well as gathered historical information from long-time Wimberley residents as part of the design guidelines project.

AUGUST 2022 MEETING

City of Wimberley staff facilitated utilizing existing organizations as initial stakeholder groups. Three groups were interviewed in a combination of virtual and in-person meetings held in August 2022. Those groups were:

1. Wimberley Institute of Culture
2. Hotel Occupancy Tax Board
3. Economic Development Council

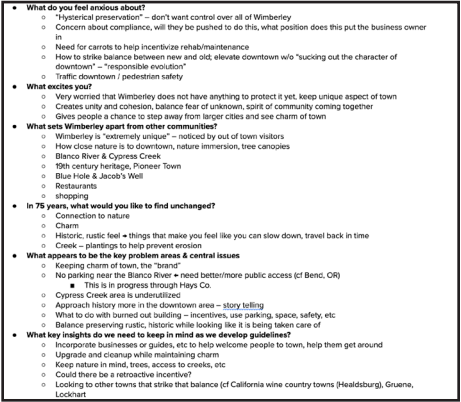


Post Oak presented the initial findings from historic resource surveys at the August 2022 meeting.

At these meetings, Post Oak presented initial findings from historic resource surveys and study of existing regulations and solicited feedback in the following areas:

- Wimberley’s unique character
- Key issues or problem areas affecting downtown Wimberley

Across three stakeholder group meetings, 15 members of the public engaged with the Post Oak team.



Stakeholder groups provided feedback about the survey and design guideline process.

4. Design Guidelines Preparation Process & Public Input

JANUARY 2023 MEETING

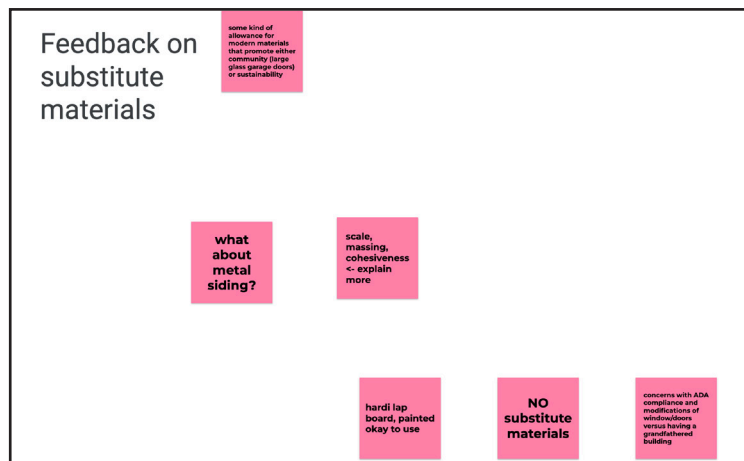


Post Oak presented the first draft of the design guidelines at a town hall meeting in January 2023.

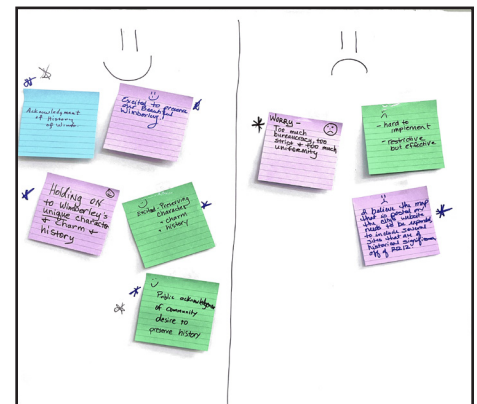


Town hall participants were able to leave feedback on specific topics using post-it notes.

In January 2023, Wimberley City Council and Post Oak hosted a town hall meeting to present the first draft of these design guidelines. At this meeting, Post Oak solicited feedback in the form of post-it notes mounted on walls in the city council chambers. This meeting had approximately two dozen attendees and received extensive comments. The same presentation and feedback questions were posted to an online Jamboard, which received additional comments in the form of virtual post-it notes.



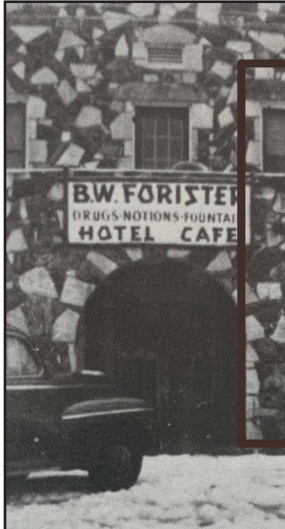
Town hall participants gave feedback on the design guidelines virtually and in person.



Town hall participants gave feedback on the design guidelines virtually and in person.

APRIL 2023 MEETING

The final public meeting was held on April 24, 2023, to present the final draft of the design guidelines to the public prior to adoption. This final draft incorporated feedback received throughout the preparation process.



NEXT STEPS

- Owners in the Historic District will receive property owner notification soon
- May 11: P&Z hearing on ordinance
- May 18: City Council 1st reading on ordinance
- June 1: City Council 2nd reading on ordinance
- June 8: P&Z hearing on design guidelines
- June 15: City Council hearing on design guidelines
- Sept 23: State Board of Review meeting for district



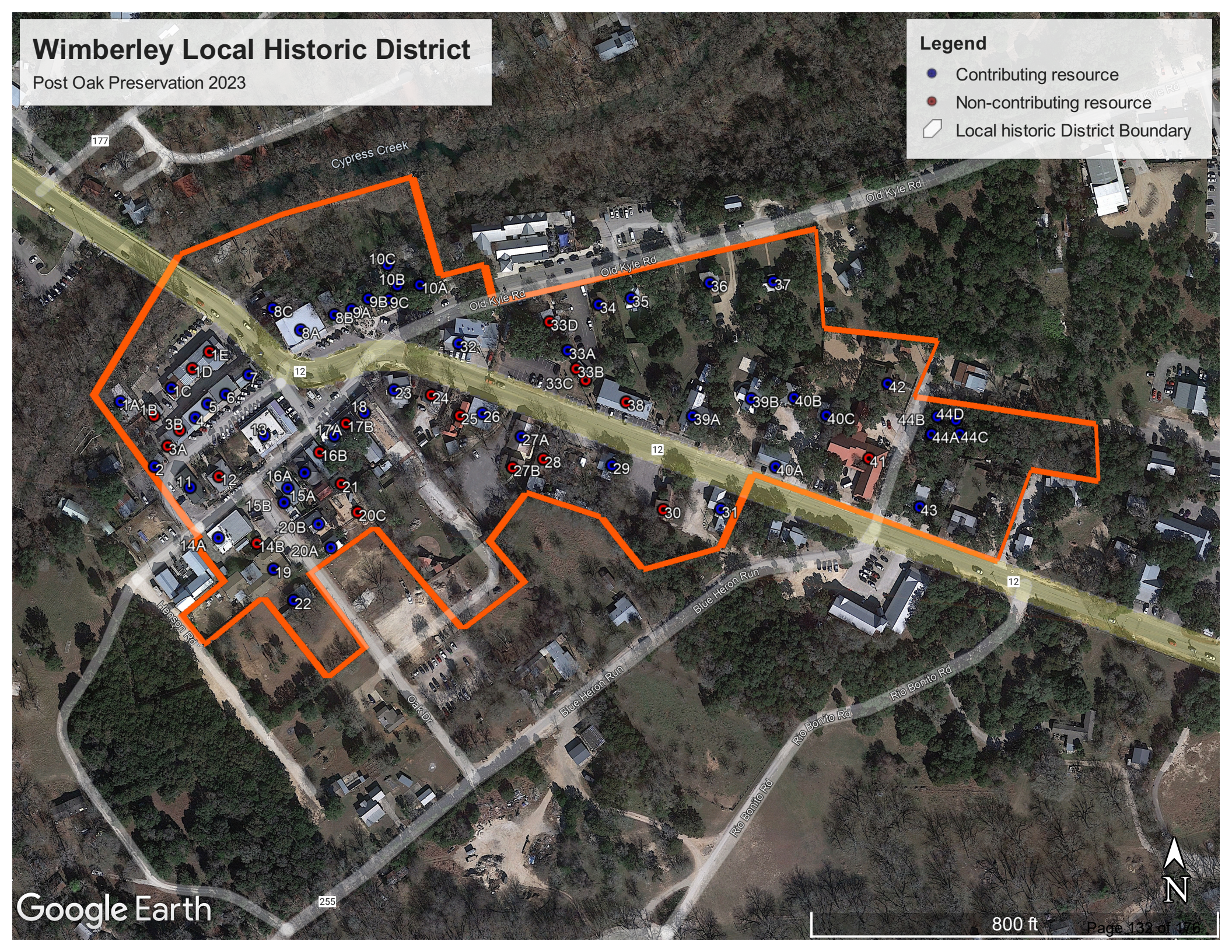
The April town hall meeting presented the next steps in the local and National Register historic district processes.

Wimberley Local Historic District

Post Oak Preservation 2023

Legend

- Contributing resource
- Non-contributing resource
- Local historic District Boundary





AGENDA ITEM:	1. Discuss and consider possible action regarding an annual sponsorship policy. (Richard Shaver, Parks Director)
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	06/07/2023
MEETING DATE:	June 15, 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. PARD SPONSORSHIP POLICY
2. Sponsorship

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 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

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



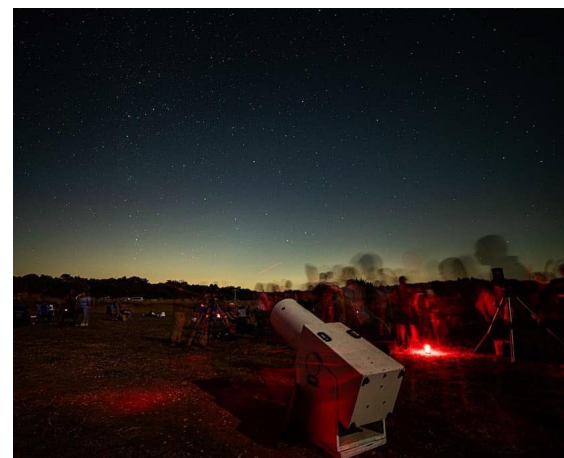
Our Media

- 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!



AGENDA ITEM:	2. Discuss and consider possible action regarding annual sponsorship contracts. (Richard Shaver, Parks Director)
SUBMITTED BY:	
DATE SUBMITTED:	06/07/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

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

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, 2024. Once the agreement is initiated, the City will have sixty (60) days for the designated obligations to be fulfilled.

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.

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, 2024. 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 _____. Once the agreement is initiated, the City will have sixty (60) days for the designated obligations to be fulfilled.
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 "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, 2024. Once the agreement is initiated, the City will have sixty (60) days for the designated obligations to be fulfilled.

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, 2024. Once the agreement is initiated, the City will have sixty (60) days for the designated obligations to be fulfilled.

5. OBLIGATIONS OF THE CITY:

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

6. OBLIGATIONS OF THE SPONSOR:

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

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

10. TERMINATION:

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

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

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

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

City:

Sponsor:

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

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

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

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

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

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

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

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

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

Executed this, the day of _____.

City of Wimberley:

Sponsor

by: _____
Timothy Patek, City Administrator

by: _____
_____, Sponsor

ATTEST:

by: _____
Tammy Cook, City Secretary

ATTACHMENT "A"

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



AGENDA ITEM:	3. Discuss and consider possible action related to an Interlocal Agreement between Hays County and the City of Wimberley for floodplain administration and environmental health services. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Nathan Glaiser
DATE SUBMITTED:	04/25/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City of Wimberley does not currently have the staff needed to enforce the City's On-site Septic Facilities ordinance, Health and Sanitation ordinance, or Flood Damage Prevention ordinance. Hays County has been performing the services required by these ordinances since 2021. There is a \$5,000 monthly fee for their services. These services include permitting and inspecting restaurants, permitting and inspecting on-site sewage facilities, reviewing plans for structures built in the floodplain, and enforcing code violations related to these activities.

REQUESTED ACTION

Motion

FINANCIAL

\$60,000 annually.

STAFF RECOMMENDATION

Staff recommends approval of the Interlocal Agreement.

ATTACHMENT/S

1. Floodplain Administrator Environmental Health Services (Partially executed)

INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY, TEXAS AND THE CITY OF WIMBERLEY, TEXAS REGARDING FLOODPLAIN ADMINISTRATION AND ENVIRONMENTAL HEALTH SERVICES

This Interlocal Agreement ("ILA") regarding Floodplain Administration and Environmental Health Services is made on the last date entered below between the City of Wimberley, a Texas general law municipality ("City") and the County of Hays, a political subdivision of the State of Texas ("County"), collectively referred to hereinafter as "the Parties." This ILA is for floodplain administration, environmental services for on-site sewage facilities (OSSF), and health inspection services for the area within the boundaries of the City.

WHEREAS, the City desires to comply with the National Flood Insurance Program within the boundaries of the City; and

WHEREAS, the City desires that Hays County administer the Flood Damage Prevention Regulations for the area within the boundaries of the City; and

WHEREAS, City has adopted Flood Damage Prevention Regulations, which are necessary to comply with the National Flood Insurance Program; and

WHEREAS, the City desires to comply with the Texas Health and Safety code for On-Site Sewage Facility Regulations within the boundaries of City; and

WHEREAS, City has adopted On-Site Sewage Facility Regulations, which are necessary to comply with the Texas Health and Safety Code; and

WHEREAS, the City desires to comply with the Texas Health and Safety Code for Retail Food Establishment Regulations within the boundaries of the City; and

WHEREAS, City has adopted Food Establishment Regulations, which are necessary to comply with the Texas Health and Safety Code; and

WHEREAS, the City desires that Hays County administer Environmental Health Services for the area within the boundaries of the City; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

NOW THEREFORE, the County and City mutually agree as follows:

I. PURPOSE

1.01 General. This Agreement will outline the services rendered by the County for review, inspections, and enforcement of Regulations adopted by the City. The City grants authority to the County to provide the review, inspections, and enforcement of this Agreement under the Regulations adopted.

II. CITY OBLIGATIONS

2.01 City Obligations. The City shall review its Regulations from time to time and may update such Regulations. The City shall take any and all actions necessary to remain in compliance with Federal, State, and local Regulations during the entire term of this Agreement As consideration for performance of this Agreement by the County, the City agrees to pay a monthly flat fee in the amount of Five Thousand Dollars (\$5,000.00 USD) and shall be paid directly to Hays County for services rendered. All such funds shall be retained to pay for services rendered by the County, and the City shall not be obligated to pay any additional funds for the services rendered under this Agreement.

III. COUNTY OBLIGATIONS

3.01 County Obligations. The parties agree the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion sees fit.

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the County, except as herein provided. The parties agree that the County shall be acting as an independent contractor for the City in performing services contemplated by this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgements, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or negligence of the City.

The County will perform all duties of Floodplain Administrator as provided in said Regulations and provide to the City, reviews, inspections, and enforcement. The City will accept application(s), supporting document(s), and collect all fees. The City shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the Director of Hays County Development Services, and/or their designee(s). The City, by and through its governing body, shall perform all duties required of City and/or the governing body under the Regulations; including preparation of all permit documents. The Director and/or their designee(s) shall respond to all correspondence between the City and County within five (5) business days.

The County will review, inspect and enforce all on-site sewage facilities (OSSF) Regulations as provided by the City and provide to the City such reporting. The City will accept application(s), supporting document(s), and collect all fees. The City shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the Director of Hays County Development Services, and/or their designee(s). The City, by and through its governing body, shall perform all duties required of City and/or the governing body under the Regulations; including preparation of all permit documents. The Director, and/or their designee(s) shall respond to all correspondence between the City and County within five (5) business days.

The County will review, inspect and enforce all Food Establishment Regulations and provide to the City such reporting. The City will accept application(s), supporting document(s), and collect all fees. The City shall timely forward all correspondences relating to the subject matter of the Regulations and shall

promptly refer all inquiries to the County with attention to the Director of Hays County Development Services, and/or their designee(s). The City, by and through its governing body, shall perform all duties required of City and/or the governing body under the Regulations; including preparation of all permit documents. The Director and/or their designee(s) shall respond to all correspondence between the City and County within five (5) business days.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project, or upon final reimbursement of costs by the City, whichever is later. It is expressly understood and agreed that this Agreement may be terminated for any reason at any time by either party upon thirty (30) days written notice. The Agreement will have no force or effect until duly executed by all parties. This Agreement shall terminate after one (1) year from the effective date. A renewal of this Agreement or extension may be granted if notification is given in writing to both parties at a minimum of thirty (30) days prior to the expiration.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If City fails to make reimbursement payments under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit "A."

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Wimberley
221 Stillwater
Wimberley, TX 78676
512-847-0025

COUNTY: Hays County Department of Development Services
2171 Yarrington Road
Kyle, TX 78640
512-393-2150

WITH COPY TO: Office of General Counsel
111 E. San Antonio St., #202
San Marcos, TX 78666

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.14 No Joint Venture. The Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS THEREOF, the Parties have each executed this Agreement, this the _____ day of _____, 2023 ("Effective Date").

HAYS COUNTY

BY: _____

Ruben Becerra, Hays County Judge

DATE: _____

6-6-2023

ATTEST: _____

Elaine H. Cardenas, County Clerk



CITY OF WIMBERLEY

BY: _____

Gina Fulkerson, City of Wimberley Mayor

DATE: _____

ATTEST: _____

Tammy Heller, City of Wimberley Secretary



AGENDA ITEM:	4. Consider the appointment of Tim Patek, City Administrator, as an ex-officio member of the Wimberley Valley Chamber of Commerce. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	05/31/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Becca Hancock, Executive Director of the Wimberley Valley Chamber of Commerce, has requested that City Administrator, Tim Patek serve as the ex-officio member on the Chamber of Commerce.

REQUESTED ACTION

Motion
Discussion

FINANCIAL

N/A

STAFF RECOMMENDATION

Approve appointment of Tim Patek

ATTACHMENT/S

None



AGENDA ITEM:	1. Announcements
SUBMITTED BY:	
DATE SUBMITTED:	05/31/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	2. Future Agenda Items
SUBMITTED BY:	
DATE SUBMITTED:	05/31/2023
MEETING DATE:	June 15, 2023

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None