



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR PARKS AND RECREATION BOARD MEETING

WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676

WEDNESDAY, MAY 8, 2024 - 4:00 PM

AGENDA

1. **CALL TO ORDER** May 8, 2024, at 4:00 PM
2. **CALL OF ROLL**
3. **CITIZENS COMMUNICATIONS**
This provides an opportunity for the citizens to comment on agenda and non-agenda items in advance of the regular business of the Parks and Recreation Board. Those wishing to speak must sign-in before the meeting begins and observe a three-minute time limit when addressing the Board. Speakers will have one opportunity to speak during the time period. Comments from speakers should not be directed towards any specific member of the Board or City staff. Comments should not be accusatory, derogatory or threatening in nature.
4. **MINUTES**
 - 4.1. Approval of the April 10, 2024 Parks and Recreation Board Meeting
5. **CITY STAFF REPORT**
 - 5.1. Parks Director Report
6. **DISCUSSION AND POSSIBLE ACTION**
 - 6.1. Discuss and consider possible action regarding the Wimberley Parks and Recreation Master Plan
 - 6.2. Presentation regarding a contaminate spill at Cypress Creek Nature Preserve – Michael Creecy
 - 6.3. Discuss and consider possible action regarding public art in parks
7. **BOARD MEMBER REPORTS**
 - 7.1. Announcements
 - 7.2. Future agenda items
8. **ADJOURNMENT**

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

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Thursday, May 2, 2024 by 12:00 p.m., and remained posted for atleast 72 continuous hours preceding the scheduled time of said meeting.



Tammy Heller, City Secretary

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





City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR PARKS AND RECREATION BOARD MEETING

WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS

221 STILLWATER, WIMBERLEY, TEXAS 78676

WEDNESDAY, APRIL 10, 2024 - 4:00 PM

MINUTES

1. **CALL TO ORDER** April 10, 2024, at 4:00 PM

2. **CALL OF ROLL**

Board Members Present:

Noland Martin

Amy Crowell

Anthony Deringer

Leah Cuddeback

Lin Weber

Lee Ann Linam

Staff Members Present: Richard Shaver

3. **CITIZENS COMMUNICATIONS**

This provides an opportunity for the citizens to comment on agenda and non-agenda items in advance of the regular business of the Parks and Recreation Board. Those wishing to speak must sign-in before the meeting begins and observe a three-minute time limit when addressing the Board. Speakers will have one opportunity to speak during the time period. Comments from speakers should not be directed towards any specific member of the Board or City staff. Comments should not be accusatory, derogatory or threatening in nature.

4. **MINUTES**

4.1. Approval of the January 10, 2024 Parks and Recreation Board Meeting.

- Lee Ann Linam was incorrectly marked absent on the January minutes. With that correction in mind, a motion was made to approve the minutes pending the correction of Lee Ann Linam's attendance.
- Motion was made by Noland Martin and seconded by Lin Webber. The motion was adopted unanimously.

5. **CITY STAFF REPORT**

5.1. Parks Director Report

- Richard gave updates on various projects and provided upcoming dates of note.

6. DISCUSSION AND POSSIBLE ACTION

- 6.1.** Discuss and consider a recommendation to the City Council on the Parks Master Plan.
- Lee Ann suggested removing language about getting rid of wet areas.
 - Lin suggested that water usage be added to page 124.
 - Lin suggested that Martha Knies Park is too full for table games, extra art, and additional musical play elements.
 - Amy recommends that page 146 – be renamed to Policies, Studies, and Plans
 - Add trail master plan and fire management plan to page 146 as a recommended action
 - Various other small recommendations were made and will be emailed to the planning firm.

7. BOARD MEMBER REPORTS

7.1. Announcements

7.2. Future agenda items

- Discuss guidelines on boots
- Discuss parking near the previous Hildee's location

8. ADJOURNMENT

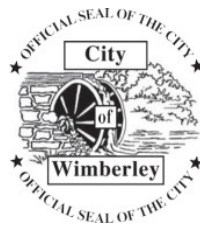
The motion for adjournment was made by Leah and seconded by Lin
The meeting was adjourned at 5:17 pm

RECORDED BY:

PARB Secretary

APPROVED BY:

PARB Chairperson





AGENDA ITEM:	1. Parks Director Report
SUBMITTED BY:	
DATE SUBMITTED:	04/29/2024
MEETING DATE:	May 8, 2024

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	1. Discuss and consider possible action regarding the Wimberley Parks and Recreation Master Plan
SUBMITTED BY:	
DATE SUBMITTED:	04/23/2024
MEETING DATE:	May 8, 2024

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. 2024-2034 Parks & Recreation Comprehensive Master Plan



April 24, 2024

Dear Richard and Parks Advisory Committee –

You will find a revised version of the Parks & Recreation Comprehensive Master Plan below. The plan has been revised based on the feedback from the April 10th Parks Board Meeting. I appreciate the time taken to review and comment on the plan and feel it is now better suited for your community.

As discussed, I ask that you review and comment on the entire draft plan and be prepared for further discussion and potential action of recommendation at the May 8th Parks Board Meeting. We will make the necessary revisions based on the meeting and provide a final draft for Council review and adoption.

We have enjoyed the opportunity to partner with you through this project and appreciate your feedback. If you have any questions, please feel free to contact me.

Thank you,

Hunter N Rush
Senior Planner & Partner



WIMBERLEY TEXAS



CITY OF
WIMBERLEY

DRAFT REVIEW 04.24.2024

2024 – 2034
PARKS & RECREATION
COMPREHENSIVE MASTER PLAN

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2024 – 2034

PARKS & RECREATION

COMPREHENSIVE MASTER PLAN



City of Wimberley Contact:
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Wimberley Texas, 78676
Office: 512-660-9111



MHS Planning & Design Team:
Hunter Rush, Senior Planner & Partner
Zach Clark, Planner
Jonathan Povoski, Graphic Designer
12222 Merit Drive, Unit 1560
Dallas Texas, 75251
Office: 214-845-7008



Acknowledgements

The City of Wimberley and MHS Planning & Design, LLC would like to thank the residents of Wimberley for their participation in interviews, surveys, and the planning process throughout the development of this master plan. A special thanks to the following leaders and volunteers for their input in the development of this master plan.

Mayor & City Council

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

City Administration

- Timothy Patek, *City Administrator*
- Tammy Heller, *City Secretary / Municipal Court Clerk / Film Friendly TX Liaison*

Parks & Recreation Department

- Richard Shaver, *Director of Parks & Recreation*
- Erica Flocke, *Operations Manager*
- Bryce Burkhalter, *Natural Resources and Maintenance Manager*
- Rachel Littleton, *Recreation Manager*
- Samantha Engermoen, *Community Center Manager*

Parks, Recreation, Trails, & Open Space Master Plan Advisory Committee

- Trey Cooksey
- Leah Cuddeback
- Anthony Deringer
- Lee Ann Linam
- Noland Martin
- Kelley Shand
- Chris Sheffield
- Lin Weber

Parks & Recreation Board

- Leah Cuddeback, *Chair*
- Noland Martin, *Vice-Chairperson*
- Anthony Deringer, *Secretary*
- Lee Ann Linam
- Kelley Shand
- Amy Crowell
- Lin Weber

Pop Up Events

- Ace Hardware
- Blue Hole Nature Camp
- Blue Hole Regional Park
- Community Pizza
- The Learning Pear
- Wimberley Cafe

Watercolor Artist

- Bruce Grant



Special thanks to the residents of Wimberley for their participation and input during the planning process!

**PLACEHOLDER FOR COUNCIL
ADOPTION RESOLUTION**

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List of Acronyms

ACS: American Community Survey

ADA: Americans with Disabilities Act

ASTM: American Society for Testing and Materials

BHRP: Blue Hole Regional Park

ETJ: Extraterritorial Jurisdiction

HOA: Homeowner Association

LOS: Level of Service

LWCF: Land and Water Conservation Fund

NPS: National Park Service

NRPA: National Recreation and Parks Association

TPL: Trust for Public Land

TPWD: Texas Parks and Wildlife Department

TxDOT: Texas Department of Transportation

WYSA: Wimberley Youth Sports Association

WISD: Wimberley Independent School District



Chapter 1

Executive Summary





Purpose of the Plan

The City of Wimberley's 2024 – 2034 Parks and Recreation Comprehensive Master Plan is intended to guide the City Council and City staff in making future decisions regarding the development of the Wimberley Parks and Recreation System. This plan provides information about the existing community, identifies current recreational gaps and needs, and proposes implementable recommendations for the improvement of existing parks and the acquisition of future park properties.

It is important for the City to update this Master Plan on a regular basis to address the continued growth and community changes in Wimberley and Central Texas.

This plan encourages the enhancement of the quality of life for all residents and visitors in Wimberley through parks and recreation. A more detailed analysis of potential projects, scope of work, project costs, schedules and funding opportunities are provided through the year 2034.

Summary

The City of Wimberley hired MHS Planning & Design in Spring 2023 to perform an analysis of the overall Parks System and to make recommendations as to how the Parks System should be developed over the next ten years to meet the recreational needs of the community. This summary provides an overview of the existing Parks System and the proposed recommendations of this plan.

The Wimberley Parks and Recreation Department engaged with the public through numerous avenues, including two community surveys, focus group meetings, and pop-up events. One survey was offered to all community members within the 78676 ZIP code. A second survey was developed for all visitors outside the 78676 ZIP code. Citizen response, along with input from community leaders, City staff, and the inventory of the existing Parks System helped determine the needs and proposed recommendations.

To accommodate anticipated future growth, it is recommended the City acquire additional property for recreational and conservation purposes. In addition to acquiring new properties, it is also important for the City to continue to preserve existing parklands. The existing parks play an important role in the environment as they protect natural resources and minimize flood hazards.

Over the next ten years, it is recommended for the City of Wimberley to enhance the existing park facilities, acquire additional park land, redevelop Martha Knies Community Park, update the Wimberley Community Center, and coordinate the production of an aquatic feasibility study. These recommendations will ensure the Parks System continues to meet the needs of the residents and visitors, maintain and attain national accreditations, and most importantly, enhance the quality of life in the region.



Mission Statement:

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 stewardship and education through our parks, trails, and open spaces while fostering a creative community through our programs and events.

Vision Statement:

Wimberley Parks and Recreation CARES

- Community
- Accessibility
- Recreation
- Education
- Sustainability



Goals

IDENTIFY community-wide goals, objectives, and needs regarding the Wimberley parks system.

HELP direct the decision of City Council, the Parks Board, and City staff on current and future decisions.

PROVIDE feasible and implementable recommendations regarding the existing and future parks and open space system.

IDENTIFY potential partnerships and provide funding opportunities available to achieve the recommendations.

ENGAGE with community members to ensure community buy-in, consisting of residents and local businesses.

DEVELOP the parks system with the three E's of Sustainability: Environment, Economy, and Equity.

PROMOTE the usage of alternative modes of transportation including walking and biking, which will improve the sustainability and health of the community.



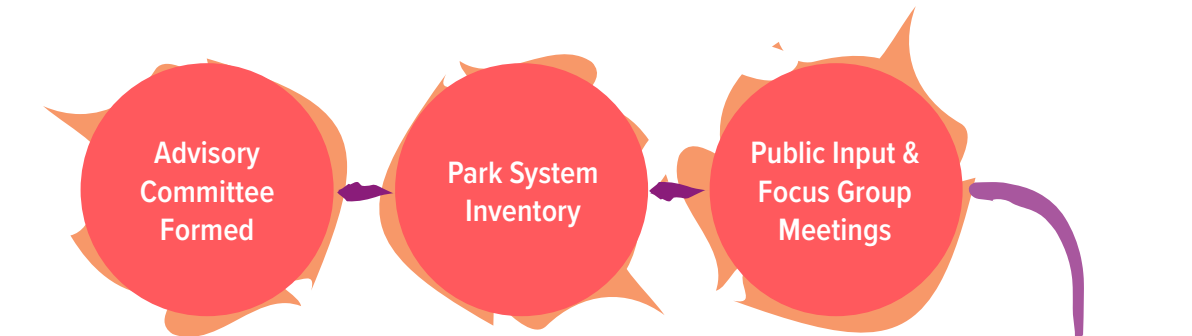
The Process

The development of the Parks and Recreation Comprehensive Master Plan began in the Spring of 2023 with the goal of developing a new plan to better suit the changing needs of the community. An Advisory Committee was established - including the Parks Board and a City Council Liaison – to guide the development of this document. To gain an understanding of the needs within the system, an inventory of each park was conducted, along with public engagement consisting of focus group meetings, surveys, and pop-up events.

A needs assessment was then developed based on the existing inventory and findings from the public engagement. Based on the community desires, a list of recommendations was developed that would reasonably meet the needs of the community. An implementation schedule was developed which provides a recommended scope, date and associated cost for future projects.

An order of events for the Parks and Recreation Master Plan can be seen on page 19.

Engage



Analyze



Present



Adopt

Community Input

The City of Wimberley is committed to identifying the needs of its residents to develop a plan that represents the end users. The Wimberley Parks and Recreation Department’s commitment to equitable, inclusive and accessible engagement methods insured community involvement and input, which ultimately enriched the planning process. The following promotional tools were utilized to conduct public outreach:

- Created and posted yard signs throughout the community to raise awareness regarding the survey
- Distributed 3,000 flyers in the local newspaper to residents and businesses to promote the survey
- Conducted a community survey for residents and non-residents with a total of 426 responses*
- Hosted 6 pop-up events in various locations such as restaurants, hardware stores and parks
- Conducted 5 focus-group meetings with specialized groups including environmental and sports organizations

*It is important to note that the residents survey included individuals within the 78676 ZIP code and the non-residents survey included residents outside the 78676 ZIP code.



Highlights of the Parks System

- High-quality Parks System
- Looped trails at Blue Hole Regional Park
- Sustainable design focus
- High-quality attractions for residents and visitors
- Knowledgeable and engaged leadership and staff
- Excellent programming and events
- Successful community partnerships

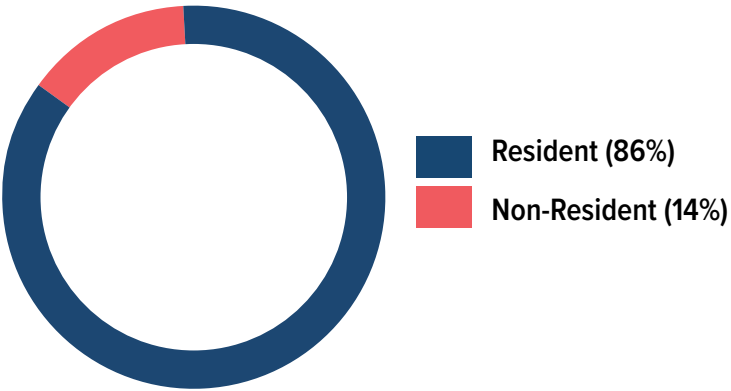
Needs of the Parks System

It is important to differentiate between the Needs and the Recommendations of the Parks System. A need is considered an amenity, property, or program desired by the community. Recommendations acknowledge the need, but additional steps may be taken to better understand the feasibility, financing, and justification of the need.

- Acquire new properties to expand the system and conserve land
- Continue to incorporate new sustainability opportunities
- Provide new aquatic amenities (feasibility study recommended to better understand need, operations, and maintenance of different facilities)
- Expand linear and looped trail system
- Enhance the inclusiveness of the Parks System
- Increase the budget for park expansion, redevelopment, enhancement, maintenance, and staff
- Install new signage throughout the Parks System

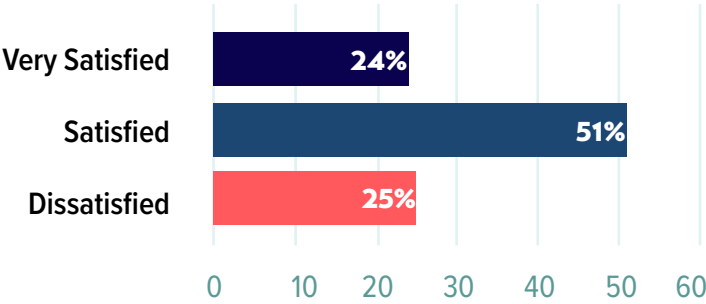
Survey Respondents

Survey respondents primarily (86%) consisted of people within the 78676 ZIP code.



Quality of Parks & Recreation Opportunities

A majority (75%) of survey respondents stated they were satisfied or very satisfied with the quality of park and recreation opportunities provided by the City of Wimberley.



Recommendations

The recommendations within this plan were developed based on the goals and objectives which were influenced by an inventory of the existing system, public engagement, coordination with the Advisory Committee and City staff, and local, state, and national standards. A summary of the recommendations follow:

- Acquire additional properties to conserve natural resources in the area and ensure the City has sufficient parkland to accommodate future growth.
- Conduct an Aquatics Feasibility Study to determine how best to meet the aquatic needs of the community.
- Upgrade and renovate aging parks and facilities to ensure Wimberley’s Parks System is safe for all users and meets local, state and federal standards.
- Develop a neighborhood park.
- Construct additional trails to provide new recreational opportunities and increase connectivity throughout the community.
- Preserve existing parkland and natural resources in the area.
- Conduct a species inventory to assess vegetation and wildlife that reside within the Parks System.
- Develop sign standards to ensure cohesion within the Parks System.

Priorities

The Parks and Recreation Priorities are listed in priority order and should be pursued by the City of Wimberley. The list is prioritized based on the public input received from the citizen survey respondents, focus group meetings, recommendations from the Advisory Committee, City Council, City staff, and professional consultant opinion. Although some elements are ranked higher than others, it is important to note all the listed opportunities are needed throughout the Parks System.

- 1. Trails & Trail Connectivity**
- 2. Site Furniture:** Shade, Benches, Picnic Tables, etc.
- 3. Preservation & Conservation of Natural Resource Areas**
- 4. Play Equipment**
- 5. Signage:** Interpretive, Informational, Wayfinding, etc.
- 6. Aquatic Recreation:** Swimming Pool, Splashpad, etc.
- 7. River Access** (Land Acquisition)
- 8. Multi-Generational Center:** Nature, Senior, Recreational, etc.
- 9. Multi-Purpose Fields**
- 10. Public Art**





Chapter 2

Who We Are



Location & Character

Wimberley is located in Hays County and encompasses nearly 9 square miles. Wimberley is approximately 15 miles northwest of San Marcos, 40 miles southwest of Austin, and 60 miles north of San Antonio. Other nearby cities include Woodcreek, Dripping Springs, and Driftwood.

Wimberley has a vibrant community and provides a high quality of life through recreational amenities and programs for its residents and visitors. Opportunities include, but are not limited to, hike and bike trails, playgrounds, sport courts, an amphitheater for live performances, and numerous outdoor and open space areas; including Blue Hole, a natural swimming area. The City of Wimberley is characterized as having a strong sense of identity and a high level of pride among its residents.

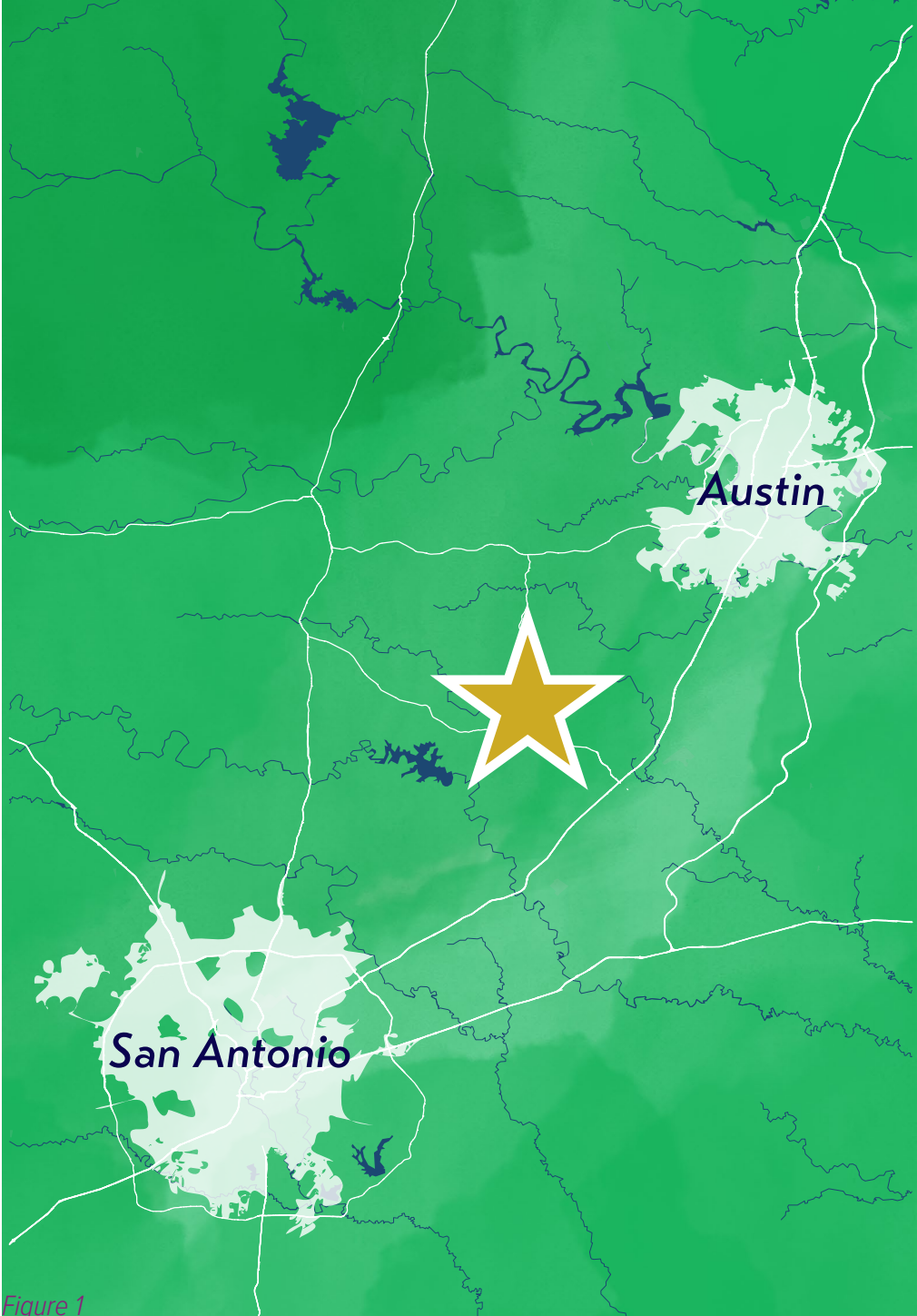


Figure 1

Environmental Resources

Hays County is located within the Edwards Plateau ecoregion which primarily consists of limestone bedrocks, hills, grasslands, shrublands and diverse wildlife. The soil groups in this region are ranked low to moderate permeability and have high run-off. This type of soil cannot capture and hold water efficiently and will be considered when recommending improvements to the Parks System.

The City of Wimberley is intersected by two different bodies of water: the Blanco River and Cypress Creek. The Blanco River spans approximately 87 miles and flows east from Kendall County through Blanco County and merges with the San Marcos River in Hays County. Cypress Creek is a tributary of the Blanco River and flows from Jacob’s Well and connects to the Blanco River in Wimberley. Jacob’s Well has been a popular recreational destination for many years, drawing visitors from all over the State. In the Summer of 2022, low water levels resulted in the closure of Jacob’s Well and it remained closed for the entire summer season of 2023. This is important to note as the City of Wimberley’s Park System provides natural water-based recreation, and low water levels of nearby aquifers are a concern.

Wimberley is in “Flash Flood Alley” - an area that stretches from Dallas through Central Texas to Uvalde. This area is susceptible to flash flooding, as the shallow soil, steep terrain, and potential heavy rainfall create a perfect environment for flash flooding. In 2015, South Central Texas received a significant amount of rainfall, and over Memorial Day Weekend, Wimberley experienced a severe flooding event which resulted in the death of 13 people and the destruction of 350 homes. The development along the Blanco River contributed to the flooding catastrophe of 2015, as the addition of new roads and houses resulted in more impervious areas where rainfall could not be absorbed. This is important to note as South Central Texas is one of the fastest growing areas in Texas, and the continued development could lead to more events like this if not planned properly.



Demographic Analysis

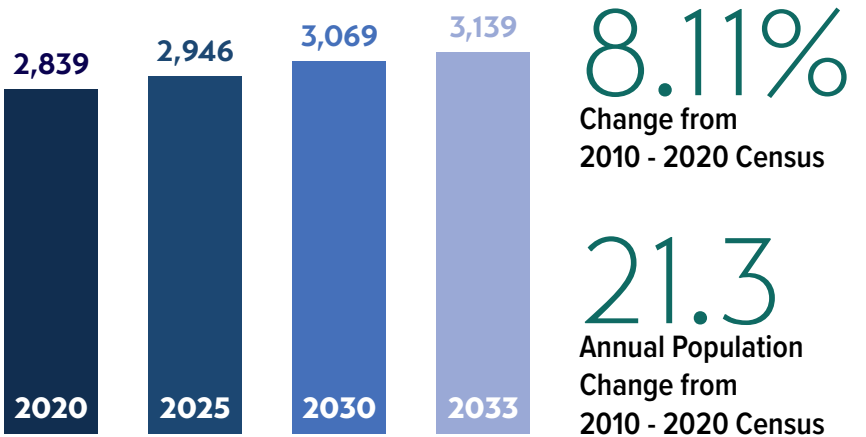
The 2020 Decennial Census and the American Community Survey (ACS) were used to better understand the community demographics. The Census and the ACS data is collected through citizen surveys. The Census is conducted every 10 years, and the data officially affects congressional representation. The ACS is conducted annually and utilizes a sample size to represent the larger population.

This Demographic Analysis provides an overall snapshot of Wimberley. Elements in this analysis include population, race and ethnicity, age and sex, income levels, disabilities, housing, and employment. The analysis compares the local profile to that of Hays County, and the U.S. when applicable.

Community Profile

Population Size

Texas has experienced significant growth in recent years, and Wimberley is mirroring that trend. According to the 2020 Census, the City of Wimberley had a recorded population of 2,839. This is an increase of 213 people since 2010 for a growth rate of 8.11%. Wimberley’s growth rate is higher than the national growth rate for the same time period of 7.35%. Cities across Texas, especially in Central Texas, have seen an even higher growth rate of 16%. Assuming Wimberley will continue to grow at the same pace over the next ten years, the estimated population in 2034 will be 3,139. It is important to note that the Wimberley Parks System serves more than just Wimberley residents. The 2020 Census identified 14,713 people within the 78676 ZIP Code. The information portrayed on the following pages notes the breakdown of the residents within the city limits of Wimberley but does not fully represent the greater Wimberley Valley area.



Source: American Community Survey, 2021

Figure 2

Race and Ethnicity

The U.S. Census Bureau defines race according to the U.S. Office of Management and Budget (OMB). The OMB requires a minimum of five racial categories: White, Black or African American, American Indian, or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander. The OMB also allows for the Census Bureau to use a sixth category: Some Other Race. Respondents may also identify as two or more races. These responses are based on self-identification. It is important to note race is different than Hispanic Origin.

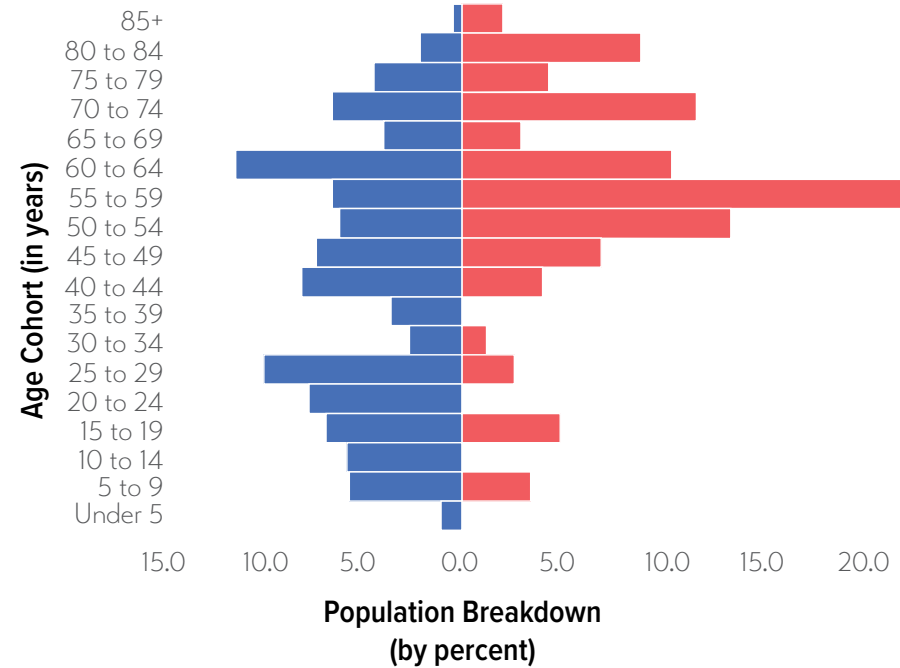
Approximately 94% of residents identify as White and the second highest response was Two or More Races at 4%. From the ACS it was identified that there are 387 residents that identify as Hispanic or Latino - approximately 14% of the population.

The 2020 ACS estimated 97.3% of Wimberley residents speak English as the primary language at home. The number of people who speak a language other than English at home increases significantly when looking at the area immediately outside of city limits, as approximately 25% of people report primarily speaking a language other than English at home.

RACE (INCLUDES ALL HISPANIC OR LATINO AND RACE)	CITY OF WIMBERLEY	HAYS COUNTY
White	94.4%	70.8%
Black or African American	0.3%	3.9%
American Indian and Alaska Native	0.0%	0.7%
Asian	1.0%	1.7%
Native Hawaiian and Other Pacific Islander	0.0%	0.1%
Some Other Race	0.3%	4.8%
Two or More Races	4.0%	18.0%
HISPANIC OR LATINO AND RACE	CITY OF WIMBERLEY	HAYS COUNTY
Hispanic or Latino (of any race)	10.9%	40.3%

Source: American Community Survey 2018 - 2022 5-Year Estimate

Figure 3



54.2 Median Overall Age
43.9 Median Male Age
58.8 Median Female Age

♂ 57% ♀ 43%

Source: American Community Survey, 2021

Figure 4

Age and Sex

The City of Wimberley is primarily comprised of an older population, with the median age for a resident being 54.2 years old. This median age is higher than Hays County (33.6), Texas (34.8), and the U.S. (38.9). According to the 2021 ACS, 47% of Wimberley residents are 55 years of age or older., while In comparison, Hays County has 21.8% of their residents 55 years or older. This is important to note as older communities typically have different parks, recreation, and open space needs than younger communities.

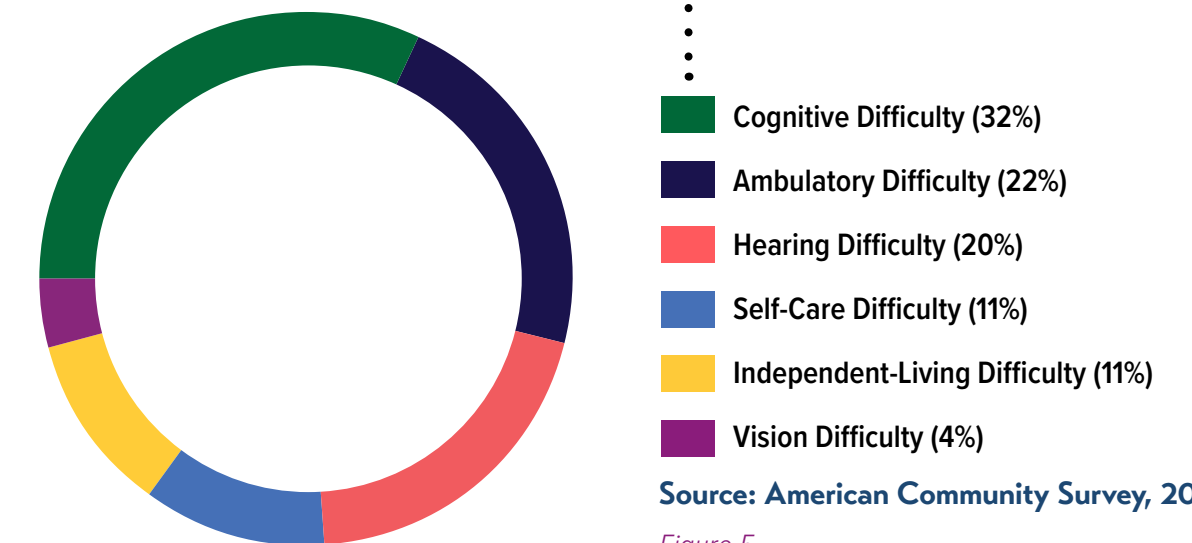
The community has slightly more males (57%) which is unique as Hays County, Texas, and the United States all have slightly more females than males.

Disability

A successful Parks System should be designed to be inclusive for all users. This can be accomplished by understanding the types of disabilities that exist within the community. The ACS classifies a disability as hearing, visual, cognitive, ambulatory, self-care and/or independent living difficulties. According to the 2021 ACS, 1 in 5 residents in Wimberley has at least one of the disabilities listed above.

20%

Community members are estimated by the ACS to have one of the six listed disabilities.



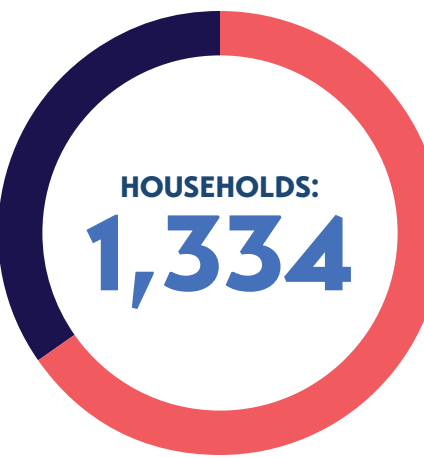
Source: American Community Survey, 2021

Figure 5

Housing & Income

The City of Wimberley is predominately an owner-occupied home community with 65% of residents reporting home ownership. According to the 2021 ACS, Wimberley has 1,334 occupied housing units which decreased by 94 units from 2020. The 2020 median value for owner-occupied homes is \$415,200, which is 105% higher than the State. The median household income is \$70,644, which is slightly lower than the median household income for Hays County (\$77,511).

According to the 2021 ACS, Wimberley resembles a generalist community, as there are no predominant employment industries within the community.



Owner-Occupied (65.40%)
Renter-Occupied (34.60%)

Source: American Community Survey, 2021

Figure 6

2.07
Average Household Size

\$415,200
Average Value of Owner-Occupied Households in 2020

\$70,644
Median Household Income



Arts, Entertainment, Recreation, Accommodation, & Food Services (16.5%)
Professional, Scientific, Management, Administrative, & Waste Management (15.8%)
Construction (14.6%)
Educational Services & Health Care (14.16%)
Other (13.7%)
Manufacturing (10.7%)
Finance, Insurance, & Real Estate (7.4%)
Retail (7.2%)

Source: American Community Survey, 2021

Figure 7



Benefits of Parks, Trails, & Recreation

Across the United States and Texas, there is a trend of building and connecting urban areas through an extensive transportation network. With the increasing pace of urbanization and the challenges posed by climate change, cities are investing in innovative solutions to improve mobility, connectivity, and sustainability. The data and statistics highlighted in this section are national findings and are used to emphasize the impact parks and trails can have on a city and region.

Health Benefits

- The Trust For Public Land published a report in 2023 titled “The Power of Parks to Promote Health: A Special Report” which noted parks can improve social connections with structured and unstructured activities.
- The National Recreation and Park Association published an article titled “Parks and Improved Mental Health and Quality of Life” which noted the use of green spaces within a community are associated with improved blood pressure and cholesterol levels, general health perceptions, a greater ability to face problems, and decreased health complaints and stress.
- The American Journal of Preventive Medicine published a study in 2005 titled, “Increasing walking: how important is distance to, attractiveness, and size of public open space” by Giles-Corti B, Broomhall MH, Knuiman M, Collins C, Douglas K, Ng K, Lange A, and Donovan RJ which noted people who use parks and open spaces are three times more likely to achieve the recommended levels of physical activity than non-users.

Environmental Benefits

- The Environmental Protection Agency published an article titled “Wetlands: Protecting Life and Property From Flooding” which noted preservation of land adjacent to waterbodies and acquisition of open space parkland can help reduce severity and frequency of flooding by reducing runoff and minimizing developable areas.
- The Rails to Trails Conservancy published a report in 2019 titled “Active Transportation Transforms America” which noted more than half of all trips in the U.S. are within a 20-minute bike ride or less, and more than one in four trips are within a 20-minute walk or less. Construction of trails can provide a means of transportation for pedestrians and cyclists leading to a healthier environment with less greenhouse gases being emitted from vehicles.
- The United States Department of Agriculture published an article titled “Native Gardening” which notes planting of native species can reduce watering requirements and improve erosion control.

Economic Benefits

- The National Recreation and Park Association published a report titled “The Economic Impact of Parks An Examination of the Fiscal Effects of Operations and Capital Spending by Local Park and Recreation Agencies on the U.S. Economy” which noted that park and recreation agencies generated more than \$201 billion in economic activity and supported more than 1.1 million jobs in 2021.
- The United States Department of Health and Human Services published a report titled “The Surgeon General’s Call to Action To Prevent and Decrease Overweight and Obesity 2001” which noted expenses resulting from conditions related to obese and overweight individuals totaled \$117 billion in 2000. Increasing the amount of recreation opportunities, programs, and spaces can decrease overall medical costs to residents.
- John L. Crompton and Sarah Nicholls published a study titled “The Impact of Greenways and Trails on Proximate Property Values: An Updated Review” which noted home prices near parks & trails can be 3% to 5% higher than comparable homes in the area.

Anchor Institutions

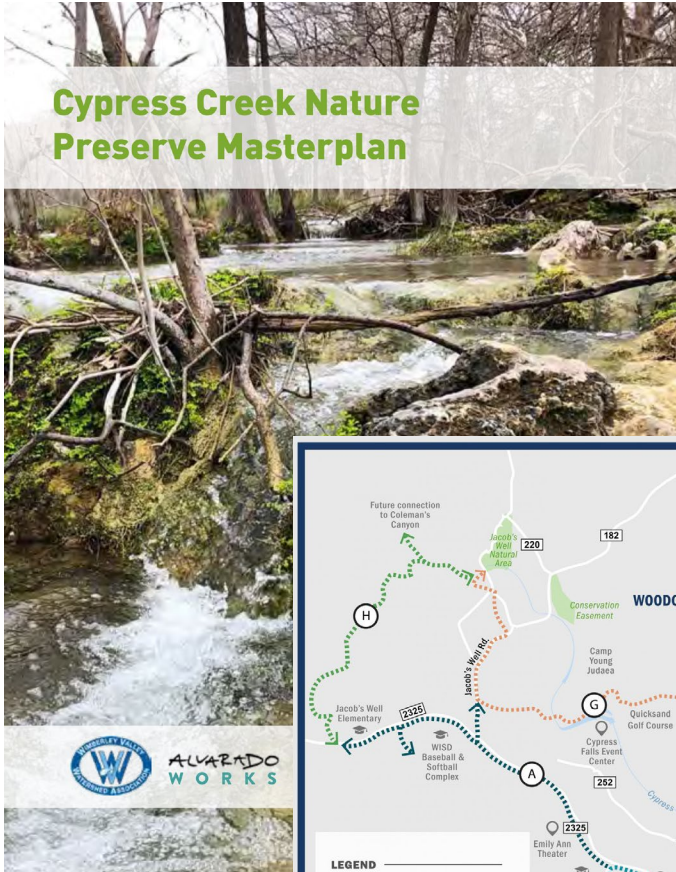
- Communities typically have anchor institutions. Anchor institutions are large organizations, typically non-profit, which help foster an environment in which the economy, social needs and public health are positively impacted. These institutions have historically consisted of universities and medical centers, while parks have not typically been included. Recently, there has been significant discussion and support for adding parks into this classification. Parks are a vital component of a community and can improve the economy, social needs, public health, and the environment.

Tourism

Wimberley is well-known for its charm, character, and recreational amenities such as Blue Hole Regional Park and Old Baldy. It is estimated that as many as 568,000 tourists visit Wimberley every year and more than 200,000 tourists visit Blue Hole Regional Park during the summer months.

Tourism is an essential component for Wimberley as visitors spend money locally at shops, restaurants, stores, and parks. Wimberley hosts several large community events for residents and visitors throughout the year, including Concerts in the Park, Wimberley Market Days and Wimberley Arts Fest. These events typically draw in thousands of people that shop and dine in Wimberley.





Existing Plans

There have been multiple plans conducted by the City of Wimberley to better understand the needs of the residents and natural environments to ensure future developments are meaningful and environmentally sustainable. Plans that were utilized in the development of the 2024-2034 Parks & Recreation Comprehensive Master Plan have been outlined below.

WIMBERLEY VALLEY TRAILS (2021)

This plan was developed in 2021 and identified general trail locations for development throughout the Wimberley Valley area. The goal is to provide a system of hiking and biking trails that will allow community members to connect with nature and link communities together.

CYPRESS CREEK NATURE TRAIL AND PRESERVE MASTER PLAN (2019)

This plan was adopted in 2019 and aims to create a long-term management and development plan for Cypress Creek Nature Preserve. The Preserve is owned by the City of Wimberley while The Watershed Association owns the conservation easement. This plan is important to protect the Preserve and ensure proper cooperation exists between both parties.

CITY OF WIMBERLEY PARKS AND RECREATION MASTER PLAN (2018)

This plan was adopted in 2018 and served as a guide for the City of Wimberley Parks System development. Prior to this plan, the Wimberley Parks Advisory Board prepared a Parks and Recreation Master Plan that was adopted in 2008. This plan had been updated periodically over the years; however, this plan was the first new Master Plan since the adoption of the 2001 plan. This plan focused on conducting an inventory of existing parkland and developed a needs assessment to determine recommendations for expansion and development.

BLUE HOLE REGIONAL PARK MASTER PLAN (2007)

This plan was adopted in 2007 and was a comprehensive plan regarding the future development of Blue Hole Regional Park. A letter from the stakeholders states, “This plan is dedicated to future generations who will use the park. We believe it will form a road map for the Village government as the Blue Hole Park continues to grow into the great public resource that it is destined to be.”





Accolades

Wimberley is home to an award-winning Parks System. These awards showcase the Parks Department’s dedication to ensure the community can enjoy the local parks, programs and open spaces while being conscientious of the environment. The awards and accolades attained by the City are listed below.

International Dark Sky Place of the Year, 2023 - Wimberley Valley

The Wimberley Valley was designated as the International Dark Sky Place of the Year in 2023. This accolade is granted to honor a recent outstanding accomplishment made by an International Dark Sky Place.

Recreational Trails Grants, 2023 - Blue Hole Hike and Bike Trail Improvement Project

Wimberley was the recipient of \$273,900 in TxDOT funds in 2023. The funds will be allocated to the construction of sidewalks downtown which will improve safety, connectivity and sustainability within the community.

TripAdvisor Travelers Choice, 2023, 2022, and 2021 - Blue Hole Regional Park

This award recognizes communities, businesses, and/or destinations that consistently receive positive reviews and are among the top 10% of listings.

Music Friendly Community, 2022 - City of Wimberley

This designation highlights communities dedicated to attracting and nurturing the music industry, emphasizing their commitment in the pursuit of the arts.

Film Friendly City, 2019 - City of Wimberley

This designation identifies communities that are ready to embrace opportunities and overcome challenges associated with accommodating media production.

Austin Green Award, 2018 - Blue Hole Regional Park

This award highlights projects that have an exceptional level of sustainable design.

International Dark Sky Community Designation, 2018 - Wimberley Valley

This designation is given to communities that have taken significant initiative to minimize light pollution.

Honor Award, Design (Constructed), 2018 - Blue Hole Regional Park

This award recognizes projects that have positively contributed to the quality of life for Texas citizens.

Honor Award, Research & Communication, 2016 - Blue Hole Regional Park, Signage and Wayfinding

This award signifies an exceptional level of communication through interpretive, directional and wayfinding signage throughout the park.

Lone Star Recreation Programming Achievement Award, 2016 - Blue Hole Nature Camp

This achievement award is given to communities for innovative and effective recreational programming; specifically, programs offered for the first time in the community.

Project Excellence Award, 2015 and 2014 - Blue Hole Regional Park

This award acknowledges communities for their remarkable achievements in the field of outdoor recreation as well as their contributions to planning, management, research, and policy.

SITES Certified (Pilot Project), 2013 - Blue Hole Regional Park

This award recognizes projects that incorporate exceptional levels of sustainability in design and in practice.

Public Works Outstanding Award, 2012 - Blue Hole Regional Park

This award is given to communities that have made exceptional achievements in a variety of categories including environmental management, planning and land use, transportation, utilities, parks and recreation, and energy resource management.

Honor Award, Design (Unrealized), 2011 - Blue Hole Regional Park

This award recognizes excellence in design concepts and methodology for projects that have been designed, but not yet constructed.

Community Partnerships

The City of Wimberley Parks and Recreation Department provides many diverse recreational programs throughout the year. The City’s programs are thoughtfully coordinated to be inclusive and welcoming to all members of the community, regardless of age, ability, skill level, race, sexual orientation, social demographic, or financial resources. In addition to the city run programs, there are multiple organizations and non-profits in Wimberley that provide programming and special events for the community. This section highlights various community partners that offer programs supported by the City in various capacities. These organizations contribute to the high quality of life in Wimberley.

Barnabas Connection

The Barnabas Connection aims to improve the lives of the Wimberley Valley community members by providing health and human services, client advocacy, and community education.

Keep Wimberley Beautiful

Keep Wimberley Beautiful focuses on improving and maintaining the environmental quality, protection, and beautification of Wimberley. The members assist with numerous projects such as planting and maintaining flower beds and medians in downtown.

Hays County

Hays County and the City have successfully partnered to identify locations for future trails in the community and pursue grant funding.

Native Plant Society of Texas

The Native Plant Society of Texas strives to promote conservation, research, and utilization of native plants and plant habitats of Texas. The Hill Country Chapter works at Patsy Glenn Refuge to select appropriate plants and educate residents on the importance of using native species.

Texas A&M AgriLife Extension

The Texas A&M AgriLife Extension provides training and education, along with programming to communities in relation to agriculture, natural resources, and life sciences.

Texas A&M Forest Service

The Texas A&M Forest Service strives to protect and sustain forests, trees, and other related resources. They work to provide leadership and technical assistance to promote the preservation of natural resources.

Texas Master Naturalist

The Texas Master Naturalist program provides education, outreach, and services for the management of natural resources. This is accomplished through volunteer work to remove invasive species, trail maintenance, planting of native species, and assistance with maintenance efforts within the parks.

Texas Parks and Wildlife

The Texas Parks and Wildlife have provided the City of Wimberley with countless educational and recreational opportunities. This is accomplished through educational events and grant funding which provides the opportunities for the acquisition, preservation and development of parks and recreational spaces.

The EmilyAnn Theater

The EmilyAnn Theater aims to improve and promote the performing arts and beauty of nature and community fellowship through programs such as the Butterfly Festival, Trail of Lights, Camps, Gardens and recreation.

The Meadows Center for Water and the Environment

The Meadows Center for Water and the Environment has the vision of inspiring research, innovation, and leadership that ensures clean, abundant water for the environment and all humanity.

Visit Wimberley

Visit Wimberley provides marketing opportunities to enhance tourism.

Watershed Association

The Watershed Association aims to protect water through land conservation and education throughout the community.

Wimberley Athletic Club

The Wimberley Athletic Club aims to promote interest in youth athletics through recreational opportunities for local youth to learn and participate in sports.

Wimberley Birding Society

The Wimberley Birding Society strives to promote the watching, protection, and enjoyment of birds in and around Wimberley through various educational and programming activities.



Wimberley Civic Club

The Wimberley Civic Club serves to develop a positive community identity, to raise awareness of the community’s needs and desires, and be inclusive to all community members. They host numerous events throughout the year that assist with fund raising for the community.

Wimberley Independent School District

The Wimberley Independent School District provides educational and recreational opportunities for members of the community.

Wimberley Lions Club

The Wimberley Lions Club hosts the monthly Wimberley Market Days which raises funds for local projects, organizations, scholarships, and charities.

Wimberley Merchants Association

The Wimberley Merchants Association hosts fund raising events throughout the year for local organizations.

Wimberley Senior Citizens Activities INC

The Wimberley Senior Citizens Activities INC provides programming for Wimberley Valley residents ages 55+ through recreational and social opportunities.

Wimberley Valley Arts and Cultural Alliance

The Wimberley Valley Arts and Cultural Alliance has a mission to promote a vibrant cultural arts community - embracing visual, performing, literary, and culinary arts - through appreciation, collaboration, and education. They host several community events throughout the year and manage the “Bootiful Wimberley” art program.

Wimberley Valley Arts League

The Wimberley Valley Arts League aims to promote, inspire, and support the visual arts in the Wimberley Valley area through several events such as art exhibits, monthly presentations, workshops and the Annual Arts Fest.

Wimberley Valley Chamber of Commerce

The Wimberley Valley Chamber of Commerce promotes community and economic prosperity while fostering strong alliances through hosting weekly events and providing opportunities to build community relationships.

Wimberley Valley Dark Sky Committee

The Wimberley Valley Dark Sky Committee’s purpose is to maintain the designation of an “International Dark Sky Community” and works to preserve the dark sky through educational opportunities. Through the Committee’s work, the Wimberley Valley earned an International Dark Sky Place designation in 2018 and was awarded the International Dark Sky Place of the Year in 2023.

Wimberley Valley Radio

The Wimberley Valley Radio aims to inform, entertain, and connect the Wimberley community through radio programs and hosting and supporting community events.

Wimberley Valley Youth Sports Association

The Wimberley Valley Youth Sports Association provides recreational opportunities for the local youth.





Chapter 3

Our Parks System



Parks Classification

An inventory and assessment of the parks was conducted to better understand the existing conditions of the City of Wimberley’s Parks System. The assessment of the Parks System included a site visit and walkthrough of each park, interviews with City staff, a review of the annual budget and a community survey. The City of Wimberley has nine park classifications identified, and descriptions can be found on the following pages.

POCKET PARK

Specialized facilities that serve limited, isolated, or unique recreational needs for specific groups such as tots (ages 2-5) or senior citizens (ages 65+). Typical amenities include, but are not limited to, picnic areas, benches, playground equipment, public art, drinking fountains, bike racks, and



signage. These parks serve a quarter-mile radius and are typically one (1) acre in size or less. There should ideally be a quarter acre to one half acres of pocket parks for every 1,000 population. The City of Wimberley has three pocket parks: Martha Knies Community Park, Oak Park & Welcome Center, and Sunrise Park.

NEIGHBORHOOD PARK

An area for intense recreational use, such as trails, open lawn areas, pavilions, playgrounds, picnicking, sport fields, sport courts, etc. Typical amenities include, but are not limited to, playground equipment, multi-purpose sports courts and fields, trails, pavilions, picnic areas, benches, landscaping, bike racks, signage and parking. These parks serve a half-mile radius and supports populations of up to 5,000. The desirable size of a neighborhood park is a minimum of 5 acres, and ideally 10-14 acres where possible. There should ideally be 1-2 acres of neighborhood parks for every 1,000 population. While Wimberley has several parks located within neighborhoods, there are no classified city-owned and operated neighborhood parks.

COMMUNITY PARK

A park that has been designed to engage families and visitors with multiple and diverse passive and active recreational activities and amenities. Typical amenities include, but are not limited to, playground equipment, multi-purpose sports courts and fields, swimming pools, trails, pavilions, open spaces, landscaping, restrooms, picnic areas, benches, bike racks, signage, and parking. These parks serve a 1 to 2 mile-radius, or several neighborhoods. The desirable size of a community park is 25+ acres. There should ideally be 5-8 acres of community parks for every 1,000 residents. The City of Wimberley currently has no designated community parks. Although Martha Knies Community Park is named a Community Park, this park is classified as a Pocket Park due to its size and intended use.

REGIONAL PARK

Large multi-use parks which provide active and passive recreational opportunities with a wide selection of facilities for all ages. These parks typically draw in users from the entire region and provide a day’s worth of recreational opportunities. Typical amenities include, but are not limited to, playground equipment, multi-purpose sports courts and fields, trails, swimming pools, river access, pavilions, wildlife viewing stations, camping, nature play, environmental conservation areas, restrooms, drinking fountains, bike racks, signage, and parking. There are no standards for service area for a regional park; however, the desirable size is 100 acres at a minimum. The City of Wimberley has one regional park: Blue Hole Regional Park.

LINEAR PARK

An area developed for one or more modes of recreational travel, such as hiking, biking, and horseback riding and may include active play areas. Typical amenities include, but are not limited to, hiking and biking trails, benches, fitness stations, landscaping, and signage. There are no standards for service area, size of park, or amount of land per 1,000 population for a linear park. These areas are typically delineated by the property that is available to connect parks to commercial and residential areas. The City of Wimberley currently has no designated linear parks.

NATURAL RESOURCE AREA

Land that has been set aside for the preservation of significant natural resources, remnant landscapes, open spaces, visual aesthetics, and buffering; recreational use is a secondary objective. The typical amenities vary depending on the resource being protected. There are no standards for service area, size of property, or amount of land per 1,000 population for a natural area. The City of Wimberley has two natural resource areas: Cypress Creek Nature Preserve and Patsy Glenn Refuge.





PRIVATE PARK

Private land that has been developed for the purpose of recreational activities. While this does not contribute to the community’s recreation level of service, the facilities support recreational needs of some of the residents. There are no standards for characteristics, service area, size, or amount of land per 1,000 population as this varies depending on the intent of the park/facility. The City of Wimberley has several private parks/recreation facilities spread throughout the community.

PUBLIC INDOOR RECREATION FACILITY

Dedicated indoor space that provides active and/or passive recreational opportunities, and may contain a wide variety of facilities such as a community center, recreation center, multi-generational center, etc. There are no standards for service area or amount of land per 1,000 population for a public indoor recreation facility; however, a minimum of two acres is recommended. The City of Wimberley has one public indoor recreation facility: Wimberley Community Center.

SPECIAL USE PARK

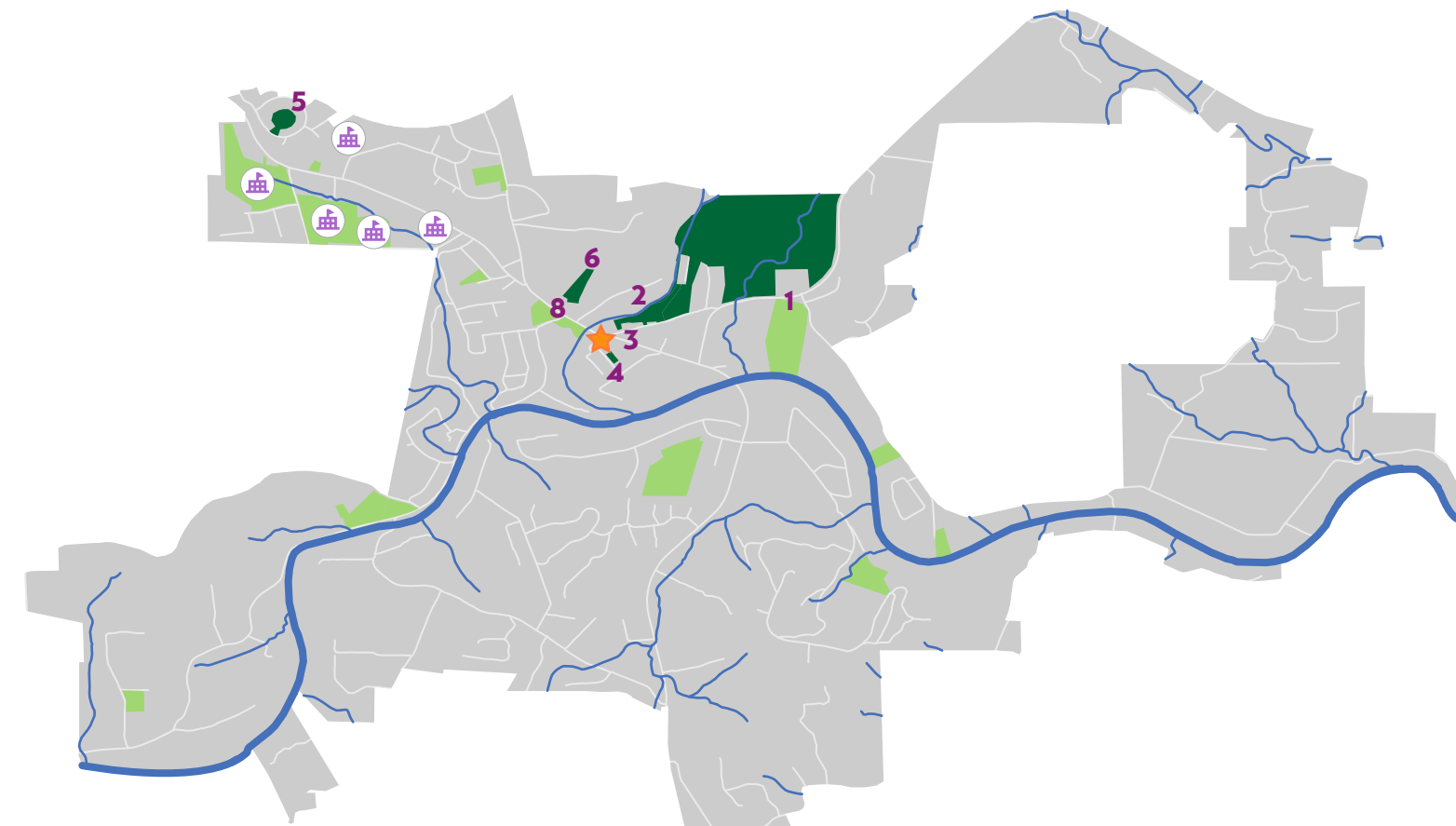
Areas developed for specialized or single-purpose recreational activities such as hiking, mountain biking, sports complexes, etc. Typical amenities include, but are not limited to, a concentration of one or two of the following: baseball/softball complex, soccer fields, tennis centers, sports stadiums, golf courses, performing arts parks, boat ramps, amphitheaters, and ornamental gardens. There are no standards for characteristics, service area, size, or amount of land per 1,000 population as this varies depending on the intent of the park. The City of Wimberley has one special use park: Old Baldy Park.

Parks & Open Space Inventory

The existing parks in Wimberley are classified in the table shown below. An inventory of each individual park can be found on the following pages.

	Park Name	Classification Type	Total Acres	Developed Acres
1	Blue Hole Regional Park	Regional Park	126.00	126.00
2	Cypress Creek Nature Trail & Preserve	Natural Resource Area	7.24	7.24
3	Martha Knies Community Park	Pocket Park	1.20	1.20
4	Oak Park & Welcome Center	Pocket Park	0.75	0.75
5	Old Baldy Park	Special Use Park	4.30	4.30
6	Patsy Glenn Refuge	Natural Resource Area	1.80	1.80
7	Sunrise Park	Pocket Park	0.90	0.90
8	Wimberley Community Center	Public Indoor Recreation Facility	2.57	2.57
			144.76 Acres	144.76 Acres

Figure 8

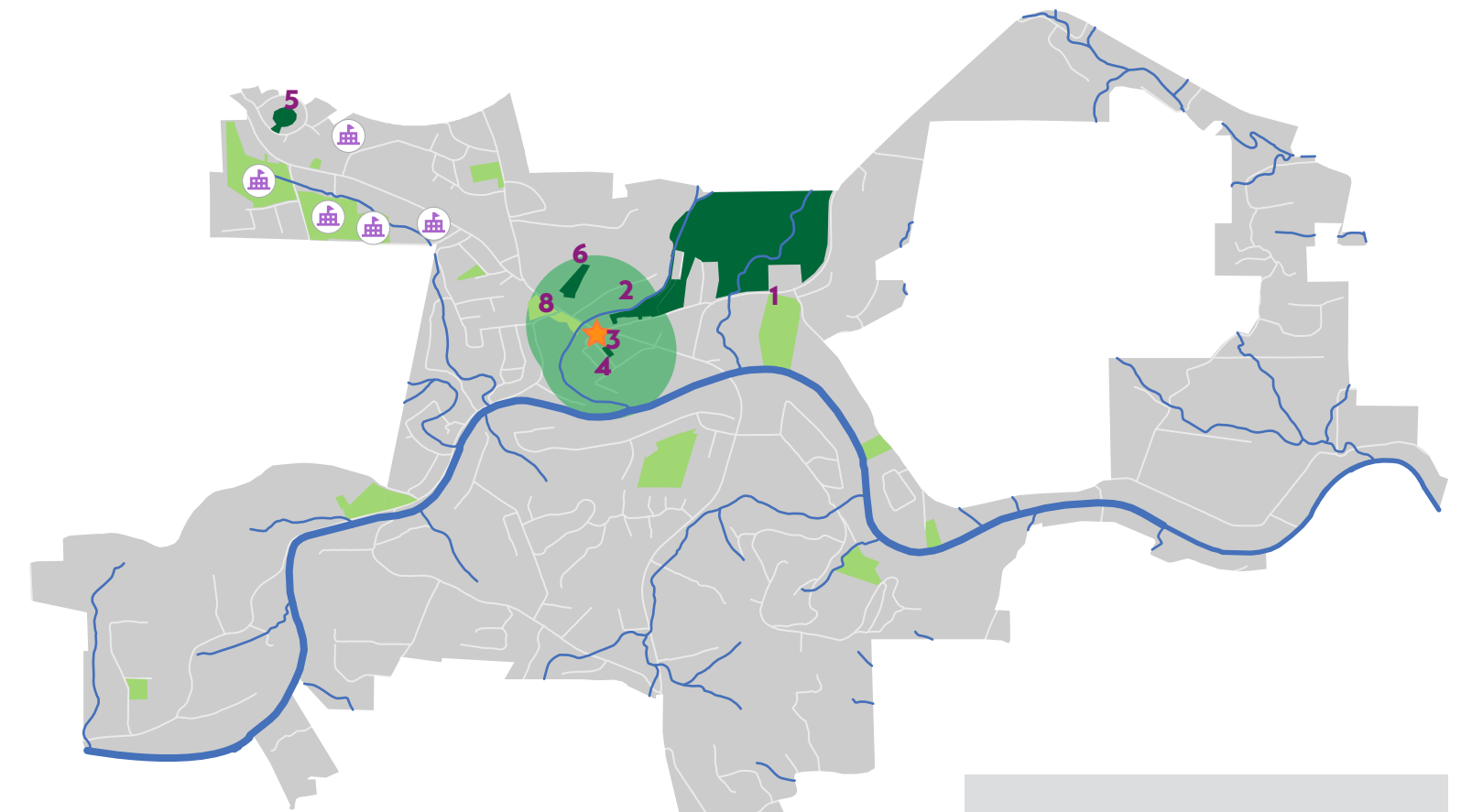


Existing Parks

Figure 9 illustrates the geographic distribution of public parkland within city limits.

1. Blue Hole Regional Park
2. Cypress Creek Nature Preserve
3. Martha Knies Community Park
4. Oak Park & Welcome Center
5. Old Baldy Park
6. Patsy Glenn Refuge
7. Sunrise Park
8. Wimberley Community Center

Figure 9



Service Area

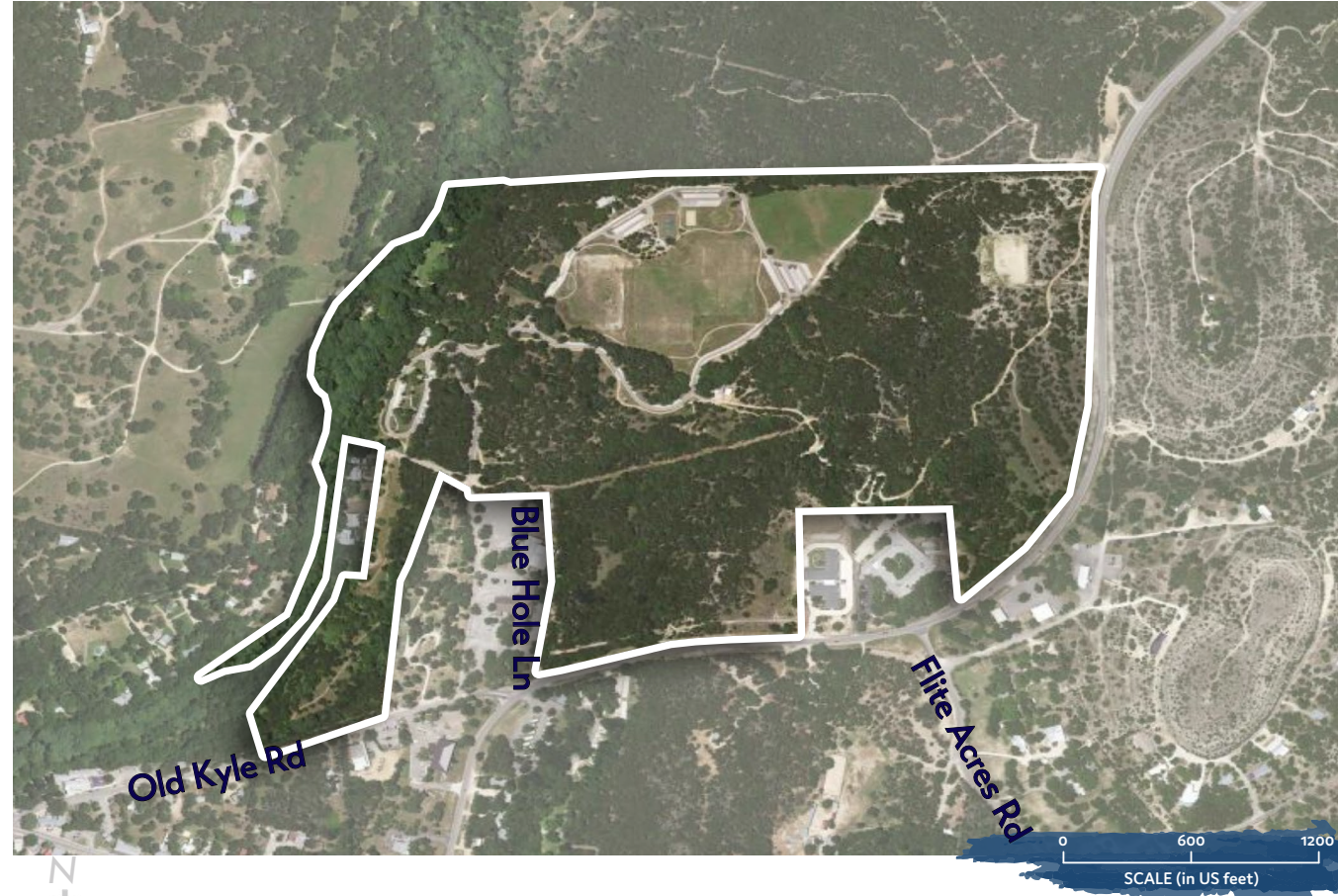
The service area designates the ideal carrying capacity for different park classifications. Mini-neighborhood parks typically serve a ½-mile radius, while community parks can serve up to a 2-mile radius. The standard set by the National Recreation and Parks Association (NRPA) is for all residents to have safe and equal access to parks within a 1/2-mile or 10-minute walk of their residence. Ideally, all developed areas of the City and ETJ should fall within the service area of a neighborhood park or a community park. Blue Hole Regional Park, Cypress Creek Nature Trail and Preserve, and Old Baldy are not shown with a service area as Blue Hole Regional Park serves the entire community, and there is no set standard for the service area for natural resource areas or special-use parks.

Figure 10



REGIONAL PARK

Blue Hole Regional Park



Location

333 Blue Hole Lane

Size

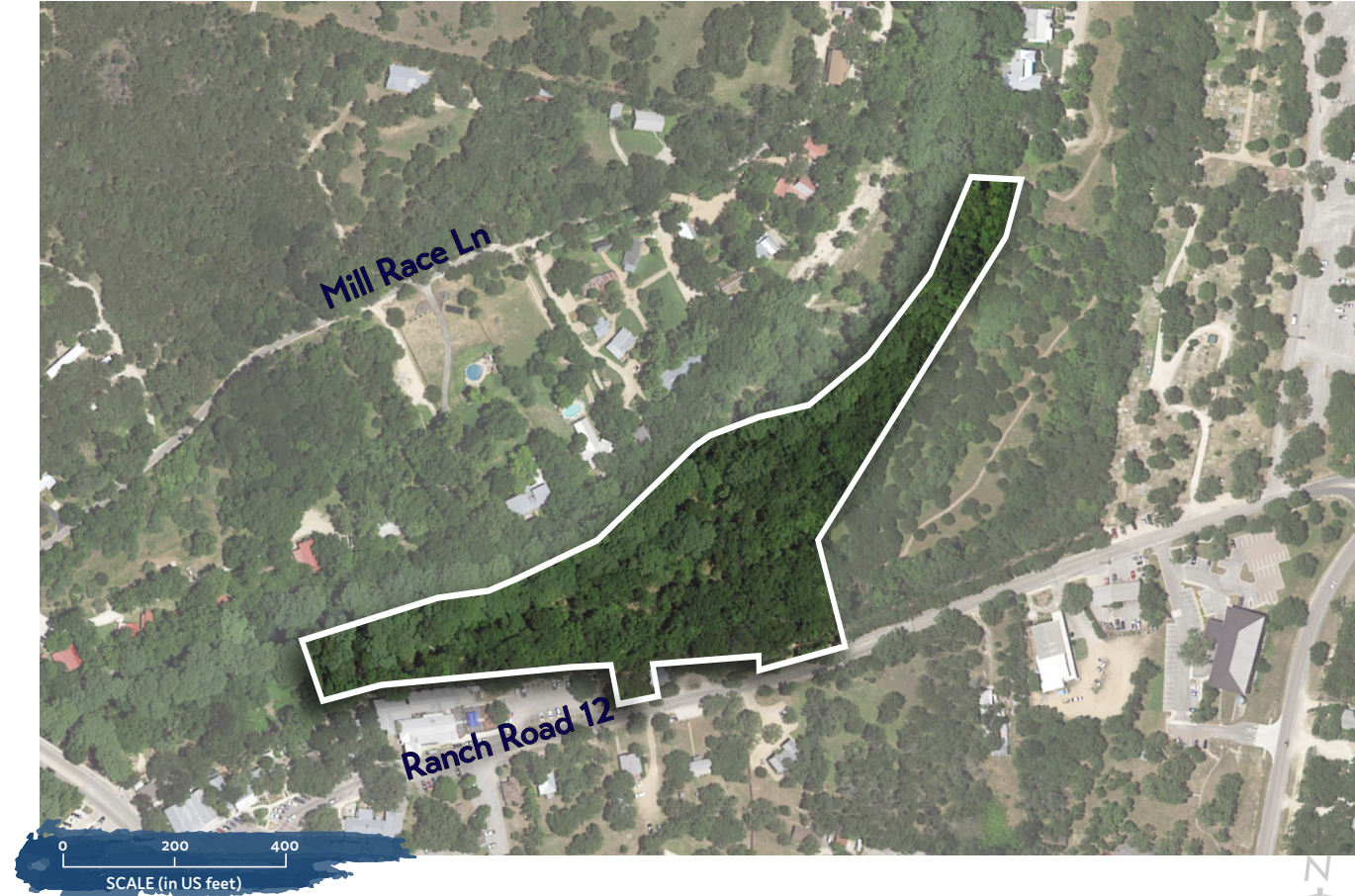
126 Acres

Amenities:

Amphitheater	Picnic Area	Sand Volleyball Court
Basketball Court	Playscape	Soccer Field
Community Pavilion	Primitive Camping	Swimming Area
Fire Pit	Public Restrooms	Trails

NATURAL RESOURCE AREA

Cypress Creek Nature Trail & Preserve



Amenities:

Trail

Location

109 Old Kyle Road

Size

7.24 Acres





Martha Knies Community Park

POCKET PARK



Location
Ranch Road 12 & FM 3237

Size
1.20 Acres

Amenities:

Pavilion
Picnic / Seating Area
Playscape
Public Restrooms
Water Feature

POCKET PARK

Oak Park & Welcome Center



Amenities:

Open Space
Outdoor Games
Picnic Area
Public Art
Public Restrooms

Location
109 Oak Drive

Size
0.75 Acres





SPECIAL USE PARK

Old Baldy Park



Location

31 La Toya Trail

Size

4.30 Acres

Amenities:

- Trail
- Viewing Platform

NATURAL RESOURCE AREA

Patsy Glenn Refuge



Amenities:

- Bird Viewing Station
- Butterfly Garden
- Chimney Swift Tower
- Educational Kiosk
- Outdoor Seating
- Trail
- Wildlife Viewing Platform

Location

14068 Ranch Road 12

Size

1.80 Acres





POCKET PARK

Sunrise Park



Location

10450 Ranch Road 12

Size

0.90 Acres

Amenities:

Picnic Shelters

PUBLIC INDOOR RECREATION FACILITY

Wimberley Community Center



Amenities:

Meeting Rooms
Public Art
Reception Hall

Location

14068 Ranch Road 12

Size

2.57 Acres



Trail Network Inventory

Wimberley’s trail network currently consists of looped trails, shared-use paths, and sidewalks designed for different users of various materials and widths. The network provides strong recreational opportunities, but minimal connectivity.

Trail User Types

Trails are primarily often utilized for recreational opportunities or alternative forms of transportation. Trail users typically have specific preferences regarding widths and materials for trails based on their preferred activity.

PEDESTRIANS include walkers, joggers, and runners and are the primary users of the trail system, all with varying needs and comfort levels and use the trail system for three reasons: connectivity, recreation, and exercise. Pedestrians typically prefer loop trails that connect to larger trail systems, which allows them the opportunity to drive to the park or trailhead.

BICYCLISTS primarily use trails for recreation and commuting. Bicyclists typically prefer off-street trails, shared-use paths and low-traffic neighborhood roads and advanced cyclists have experience sharing roads with cars and maneuvering through traffic. Seniors, families, and children are the most vulnerable, and their accessibility and lower speed should be considered when creating access points, sight lines and orientation of the trail.

OTHER types of users on the trail include skateboarders, scooters, hoverboarders, in-line skaters and BMX riders. These users will typically utilize concrete trails and be conscious of cracks in the surfacing and fallen debris on the trails.

Trail Facility Types

The three trail facility types best suited for Wimberley include loop trails, shared-use paths, and sidepaths or sidewalks. The following descriptions are examples of each type.

LOOPED TRAILS are completely contained within park boundaries and are typically intended for recreation and exercise. The surfacing varies, but can include concrete, asphalt, crushed granite or stone, boardwalk, mulch, natural dirt, and other material types. Looped trails are typically 8’-10’ wide with a minimum of 6’, if 8’ cannot be accommodated. Signage typically includes directional signage, mileage markers, warning signs, and gateways. It is imperative to consider accessibility when choosing trail materials.

SHARED-USE (GREENBELT) PATHS are physically separated from the flow of vehicular traffic and are not always parallel or adjacent to the roadway. These paths are for non-motorized traffic such as runners, walkers, bicyclists, skaters, wheelchair users, etc., and are used for recreation and transportation. The paths are typically found along creek corridors, greenbelts, within or adjacent to utility easements, railroad rights-of-way and road rights-of-way. Shared-use paths are often 10’-12’ wide with a 2’ wide shoulder and 10’-12’ of vertical clearance. Center line stripping and wayfinding, informational, safety, and interpretive signage is often provided alongside a shared-use path with high volumes of traffic.

SIDEWALKS are trails located adjacent and parallel to roadways, 5’-6’ wide, and are typically offset with a 3’-5’ grass, planting, or vertical delineator buffer. Wimberley has a growing sidewalk network which can be leveraged to expand the trail system throughout the community. Sidewalks should be compliant with ADA standards, have adequate crossing, signage, signals, and crosswalks. These trails can be retrofitted to accommodate high volumes of traffic by expanding the width or adding an additional sidewalk to the opposite side of the roadway.

Existing Trails

Existing trails in Wimberley are primarily used for recreation and are located in city parks with minimal connectivity to other parks, neighborhoods, schools, or commercial areas. Ideally, there would be continuous access throughout the city to connect parks to residential and commercial areas. A large bike-friendly trail system would provide safe travel for cyclists and other trail users. Existing trail locations can be seen on the map in Figure 11.

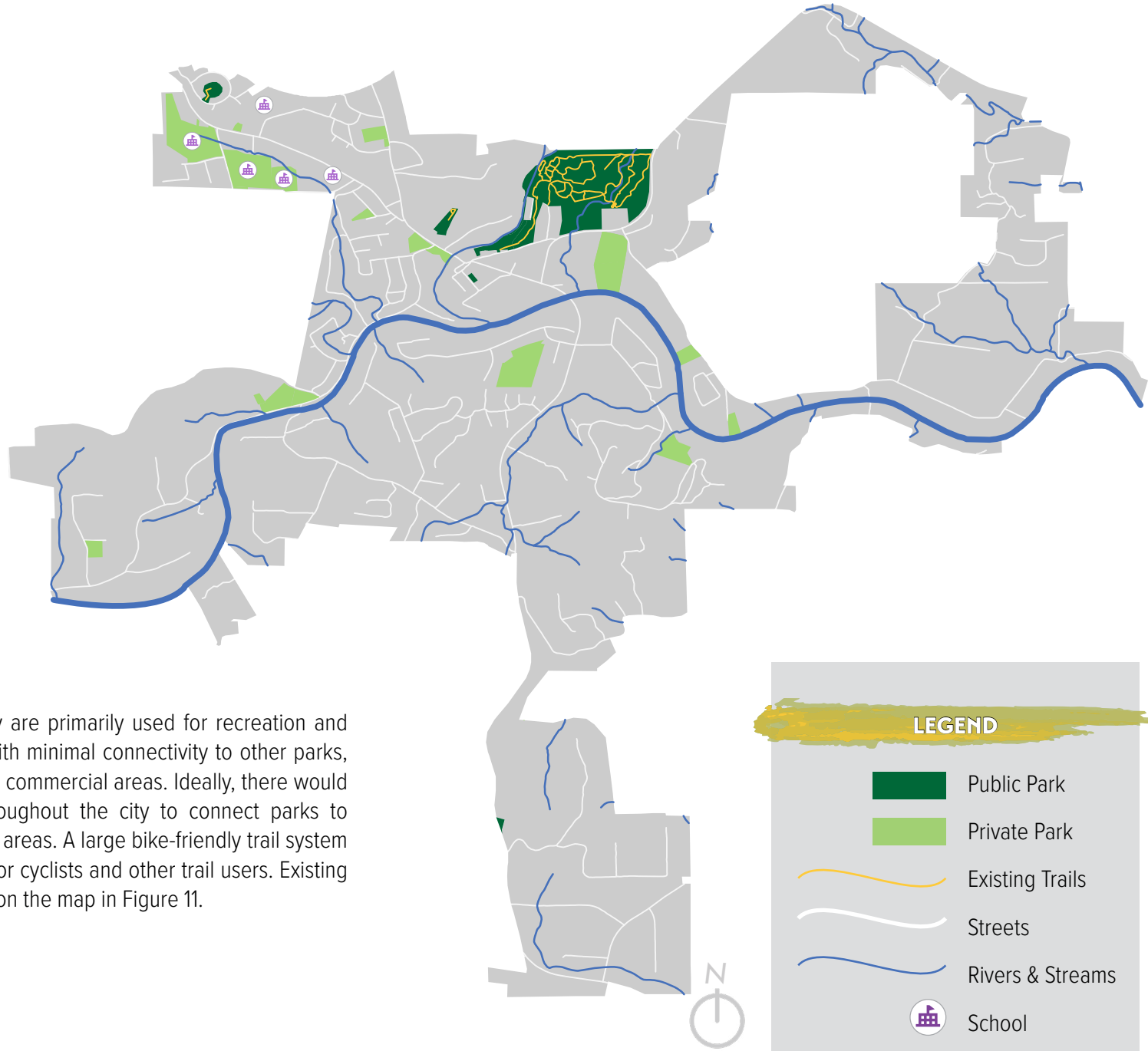


Figure 11

*Trail locations provided by the City of Wimberley



Level of Service

The Level of Service (LOS) measures developed or useable park acres per 1,000 residents in a community. This serves as a tool to support investment decisions related to land acquisition and facility improvements for parks, recreation, open space, and trail developments. While private recreational spaces, Homeowner Associations' (HOAs) recreational spaces, open space lots, Wimberley ISD playgrounds and sports fields are valuable to the community, these facilities are not included in the Level of Service tabulation. The National Recreation and Parks Association (NRPA) has established a recommended standard of 10 acres of parkland per 1,000 residents to effectively serve the community. It is important to note that NRPA encourages each community to establish their own LOS standard based on factors, including existing parkland, population, maintenance and operations abilities, and overall desired quality and quantity of recreational spaces.

Recommended Level of Service

25.0 acres per 1,000 residents

Wimberley's Existing Level of Service (Residents Only)

Total Population: 2,877

Total Developed Park Acres: 144.76

Total Developed Park Acres per 1,000 Population: 50.3

It has been noted throughout this plan that the Wimberley Parks System serves more than just the immediate residents. As such, the Level of Service was assessed for all community members with a 78676 ZIP code, which can be seen below:

Wimberley's Existing Level of Service (all 78676 ZIP code residents)

Total Population: 14,713

Total Developed Park Acres: 144.76

Total Developed Park Acres per 1,000 Population: 9.8

The LOS is generally based off the residents within the city-limits as parks are typically funded through taxes. Wimberley is unique as the Parks System is user-funded and as such, both LOS' can be utilized. The LOS for the residents within city-limits is significantly larger than the NRPA standard; however, the LOS for all persons with a 78676 ZIP code is similar to the NRPA standard.

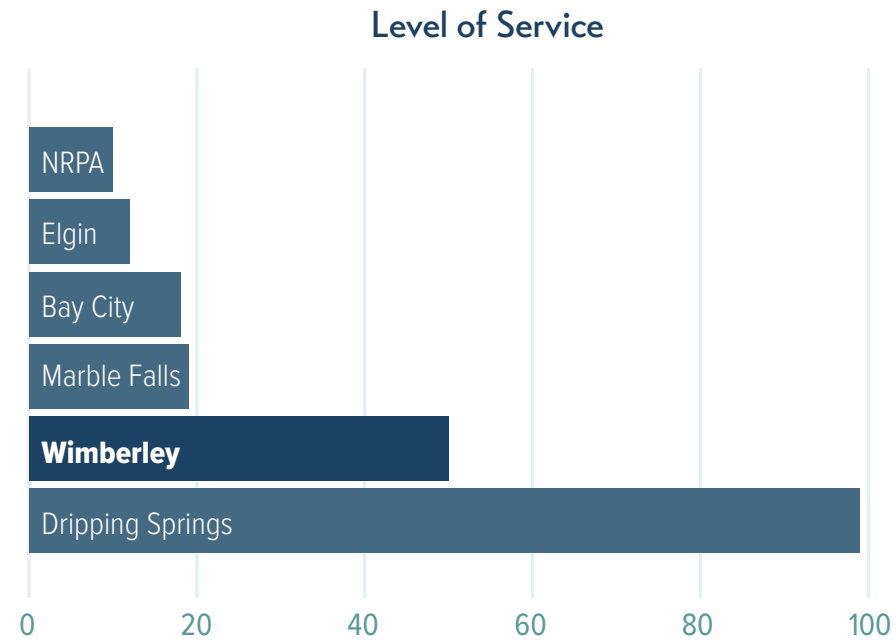


Benchmark Communities

Several benchmark communities were identified to better understand how the Wimberley Parks System functions compared to similar communities. These communities were identified on multiple factors, including location, population size, density, and climate. The four benchmark communities identified include Elgin, Bay City, Marble Falls, and Dripping Springs. For clarity, the Wimberley LOS of 50.3 acres of parkland per 1,000 residents was used to compare with the benchmark communities. The LOS for all persons with a 78676 ZIP code was not used as the other communities may serve a population outside their city-limits as well; however, this LOS was not provided for the other communities.

Level of Service

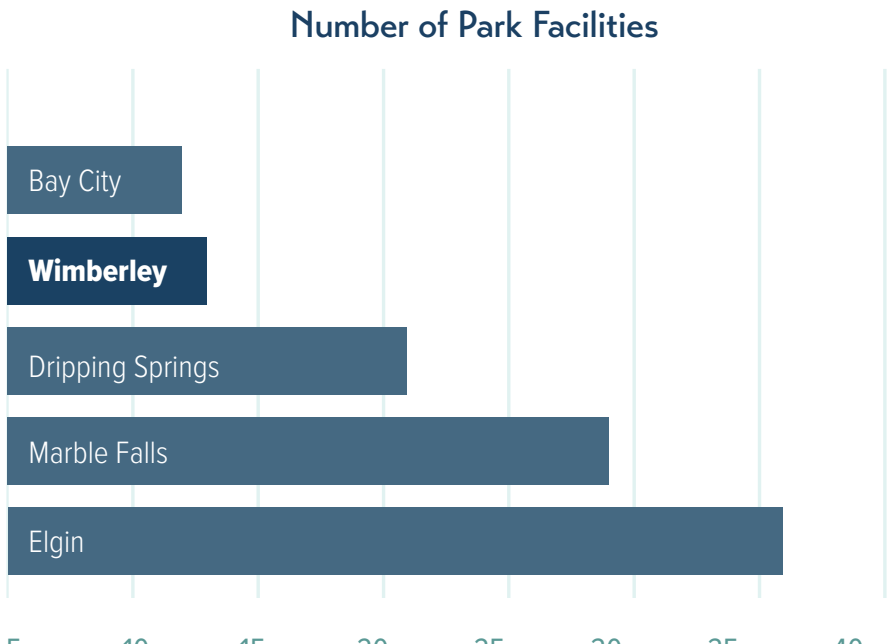
The City of Wimberley provides a large amount of park space when compared to the other benchmark communities. This high LOS is largely attributed to Blue Hole Regional Park as this is a 126-acre developed park. The natural areas at Blue Hole Regional Park are intended to preserve the environment and have low maintenance requirements. This provides opportunities for hiking and biking; however, the amount of land available for programmed recreation is limited.



Source: National Recreation of Parks Association
Figure 12

Park Facilities

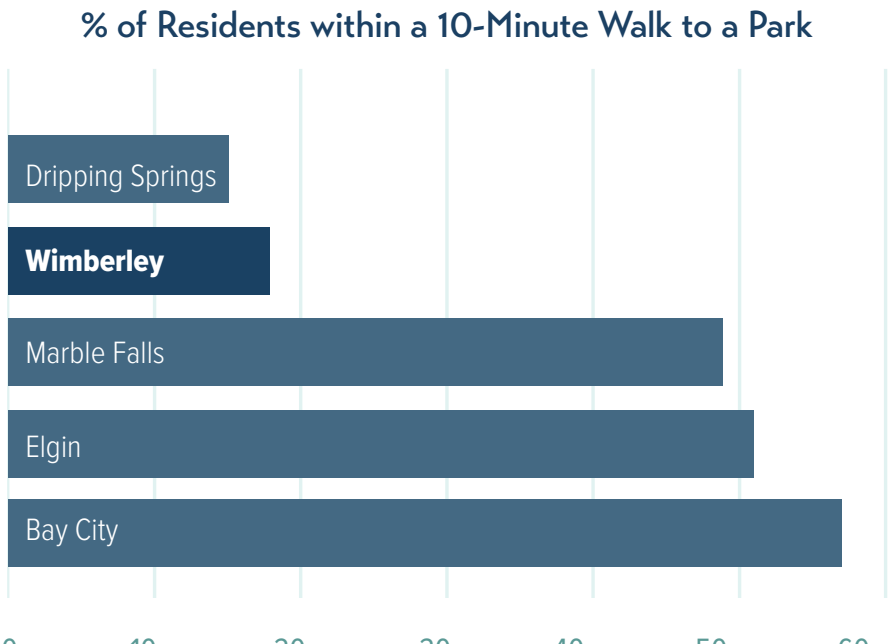
Park and recreation facilities were compared with benchmark communities to better understand the number of facilities necessary to support the community. The City of Wimberley provides fewer park facilities when compared to the benchmark communities. This is not necessarily a negative as Wimberley has the smallest population of these communities and one of the highest LOS. This is important as other communities may have a larger number of parks whereas Wimberley has a large central park to serve the community.



Source: National Recreation of Parks Association
Figure 13

10-Minute Walk

NRPA and Trust for Public Land (TPL) are encouraging cities to improve access to parks and green space to ensure every resident has safe and easy access to a park within a 10-minute walk. TPL has identified that approximately 75% of residents in the United States are within a 10-minute walk to a park, and it was identified that approximately 18% of Wimberley residents live within a 10-minute walk to a park. While this percentage is lower than the national average and several of the benchmark communities, this lower percentage is not unique to Wimberley and can be seen in smaller communities throughout the country.



Source: Trust for Public Land
Figure 14



Department Programs

The Wimberley PARD hosts more than 30 recreational programs and events throughout the year. City staff does an exceptional job at providing a wide variety of programming and events for community members. The events hosted by the Wimberley PARD provide recreational opportunities to thousands of people annually. This section highlights the various recreation and athletic programs and special events the Department offers.

Recurring Special Events

Blue Hole Nature Camp Weekly: A 10-week day camp program that the City of Wimberley Parks and Recreation Department provides to the nature-conscious youth of the community.

Boo! Hole Halloween: A 30-stop trick-or-treat trail which includes a haunted hayride, large carnival games, a movie on an outdoor screen, a costume contest, live music, food trucks, and more.

Concerts in the Park: Concert series every Friday in April from 6 p.m. – 8 p.m.

Movies in the Park: Movies shown in the Parks including Christmas, Halloween, Memorial Day, Nature Documentaries, etc.

Family Campout: Camping in the Blue Hole Swim Area and includes activities such as hiking, geocaching, a guided night hike, specialty programs, and more.

Hill Country Migratory Bird Seminar: The first ever Hill Country Migratory Birding Seminary sponsored by the Wimberley Birding Society. A seminar with speakers discussing protecting birds, and how to cultivate bird-friendly habitats.

Howl at the Moon: Wimberley PARD partners with the Wimberley Dark Sky Committee and host a moonlight dance and howl on the basketball court at the Blue Hole Regional Park.

Memorial Day Movie in the Parks at Blue Hole: Movie in the Park program on the Friday before Memorial Day, including movies such as Jurassic Park, Jaws, and Jumanji.

Polar Bear Plunge and 5K: A 5K fun run throughout downtown Wimberley with start and end at Blue Hole, fire at the fire pit, hot drinks, craft beer, and live music.

Shakespeare in the Park: A live performance of Shakespeare at Blue Hole Regional Park.

Spring Break Camp: Nature Education Day-camp modeled after Blue Hole Nature Camp where participants will explore topics like botany, ecology, entomology, geology, herpetology, limnology, and ornithology.

Star Party: Bi-annual events to learn about and observe the stars.

Wimberley Community Thanksgiving Dinner: Event takes place at the Wimberley Community Center and serves a Thanksgiving dinner to the less fortunate in the community on Thanksgiving Day.

Wimberley Nights: The Blue Hole Swim Area is open on Monday, Wednesday, and Friday from 6:30 to 8:30 p.m. during the swim season for Wimberley residents only.

Athletics

Youth: Soccer and pickleball.

Adult: Sand volleyball, pickleball, Zumba, and yoga.





Small Programs

Band Performance: Concert at Oak Park featuring the band, Night Shift Radio.

Crazy for Cactus: Participants learn all about the common Texas Cacti, their role in the environment, how you can cultivate this resilient species and explore Blue Hole Regional Park in search of Cacti.

Guided Hikes: Hiking and educational tour of the Blue Hole Regional Park and Cypress Creek Nature Preserve on the first and third Saturdays from February through April.

Guided Night Hikes: A Parks and Recreation staff member will lead a guided night hike of the world-renowned Blue Hole Regional Park.

Knee High Naturalist: Hike, play games, and investigate nature with your 3- to 5-year-old with activities like pattern recognition and insect investigation.

Painting with Parks: An outdoor painting program lead by an expert artist.

Plant and Paint: The Wimberley Community Center hosts this the first Friday of each month where they teach how to take care of plants and paint flowerpots.

The World of Crystals: Program where participants learn about the Texas Hill Country's unique limestone features, common crystals, and minerals, and how to identify these core components of Earth in your own backyard.

Tie-dye Day with Parks and Rec: Participants tie-dye t-shirts for the 4th of July.

Nature Education Programs

Birds and Brew March: Birding hikes for expert or novice birders while sipping on local coffee.

Botanical Buddies: Participants learn about native flora and fauna in the Texas Hill Country and what they can grow in their own backyards.

Firefly Watch: Program participants learn about fireflies native to Central Texas and interact with hundreds of fireflies that show up at Blue Hole every night, April through June.

Fox Families: Program that includes a nature hike, learning how to set up a game-cam, and information about Central Texas native fox species.

Guided Plant Tours: Participants go on a guided hike and learn about Ivy, Oak, Juniper, Grasses, and more plant species.

Oak Wilt Talk: Expert Arborist Scott George gives a presentation and tree trek discussing what oak wilt is, how to prevent it, and various treatment methods.

Oak Wilt Tour with Texas A&M Forest Service: Presentation on oak wilt from Karl Flocke with the Texas A&M Forest Service, and a walking tour of an area of the park that is being afflicted with the oak wilt disease.

Our Resilient Riparian: Participants learn about the benefits that riparian areas provide.

Owl Prowl: A night hike searching for owls, a classroom style learning section with the opportunity to dissect owl pellet and education on how to make owl calls.

Community Programs

The City of Wimberley citizens, local organizations and other agencies host programs and events throughout the year. The Parks and Recreation Department supports these events by assisting with set-up, logistics, grounds maintenance, clean up and provides lighting. Below are some programs and events hosted by organizations other than the City that can attract visitors to the Parks System .

Community Programs

Butterfly Festival: An art and cultural celebration, where thousands of butterflies are released.

Wimberley Arts Fest: An art exhibition featuring 100+ artists with live music and food trucks.

Wimberley Market Days: The Texas Hill County's largest outdoor market, featuring hundreds of booths with 100% of the net income going to the Wimberley Lions Club to support local programs, non-profits, and activities.

Wings Over Wimberley: A city-wide cultural event with music, art, food, and fun; celebrating the thousands of Mexican free-tailed bats that call Wimberley home.



Chapter 4

NRPA Standards





NRPA Three Pillars

To encourage cities across the nation to promote healthy lifestyles, conserve natural resources, and provide safe accessibility for all citizens, the National Recreation and Park Association (NRPA) developed Three Pillars: Health and Wellness, Conservation, and Social Equity. The following pages explore these pillars, noting their importance, how they have been accomplished locally, and recommendations that the Wimberley Parks and Recreation Department can incorporate.

It is important to be aware of national standards as the Wimberley parks system is a high-quality system that attracts people from around the State and beyond. Decision makers and City staff can ensure the parks system meets best practices, provides recreational opportunities to the community, and continues to be a competitive tourist attraction through the implementation of these pillars. The incorporation of these pillars into the parks system will help the organization become accredited from NRPA and provide the opportunity to obtain additional State and National designations.



**HEALTH &
WELLNESS**



CONSERVATION



**SOCIAL
EQUITY**





Health and Wellness

The first initiative in the NRPA’s Three Pillars is Health and Wellness. It can be summarized as “Leading the nation to improved health and wellness through parks and recreation.” NRPA further states:

“Parks and recreation professionals are key to a fully integrated public health system and play a vital role in meeting the evolving health needs of their communities. They are uniquely positioned to create, in partnership with the community, public health leaders and other local organizations, upstream solutions that catalyze and transform their systems into holistic and people-centered community wellness hubs. In serving as community wellness hubs, parks and recreation connects community members to comprehensive programs, services and spaces that dismantle systemic barriers to health, especially for people of color and low-income communities, while investing in efforts that support and advance health and well-being holistically.”

NRPA has three specific initiatives that are targeted at improving the Health and Wellness of communities:

COMMUNITY WELLNESS HUBS

COMMIT TO HEALTH

HEALTHY AGING IN PLACE

Local Accomplishments

- 2024:** Hosted the 8th annual Polar Bear Plunge and 5K.
- 2024:** Introduced new adult programming including kickball, cornhole, and dodgeball.
- 2023:** Introduced a free community workout on the second Saturday of every month at Oak Park & Welcome Center

2023: Maintained a close working relationship with the Wimberley Senior Citizen Activities Inc, including providing an Alzheimer’s support group, meals on wheels, table games, etc.

2023: Increased health and wellness programs at the Community Center with Zumba, yoga, and several exercise classes.

2023: Hosted the 13th year of Concerts in the Park every Friday in April helping to build community and improve mental health.

2023: Introduced an adult volleyball program.

Local Recommendations

- Identify key physical, financial, and social barriers which may hinder the ability of Wimberley residents to participate in and enjoy the entirety of the parks and recreation system.
- Identify potential partnerships and establish a Community Wellness Hub to assist with improving the health of the local community.
- Provide educational opportunities for nutrition through local partnerships.
- Support policies that encourage Aging in Place including expanding the trails system and transit systems.
- Provide programs that encourage Healthy Aging such as Walking With Ease, Active Living Every Day, and Fit & Strong!.
- Encourage physical and mental activity through community walks, structured and unstructured play, and educational programs.
- Incorporate supporting facilities that promote park usage, including but not limited to shade structures, picnic tables, bike racks, benches, and drinking stations.





Conservation

The second initiative in the NRPA’s Three Pillars is Conservation. This Pillar can be summarized as protecting the environment and natural resources. Parks and Recreation Agencies are key leaders when it comes to conservation. According to NRPA:

“Parks and recreation professionals, who serve nearly every community in the United States, are essential in combating the causes and impacts of climate change. They provide critical green spaces in communities that connect people to the outdoors and create healthy places that support the plants and animals that are beneficial to our environment. As leaders in building community resilience, park and recreation professionals connect community members to environmental programming, ensure healthy ecosystems, advocate for the benefits of nature and implement sustainability practices. These efforts must focus on communities most impacted by poor environment conditions and the effects of climate change, including people of color and people living in low-income communities, and invest in efforts that support holistic community resiliency.”

NRPA has four specific initiatives that are targeted at improving the Conservation of communities:

GREENER PARKS

PARKS FOR POLLINATORS

CLIMATE RESILIENT PARKS

WILDLIFE EXPLORERS

Local Accomplishments

2023: The Wimberley Valley was awarded the International Dark Sky Place of the Year designation

2023: The City of Wimberley was awarded \$273,900 in TxDOT funds to construct downtown sidewalks

2023: The City of Wimberley hosted a tree folks initiative which resulted in the planting of 600 saplings to enhance the riparian areas near the swim lawn at Blue Hole Regional Park.

2021: The City of Wimberley was awarded \$971,000 in TxDOT funds to construct sidewalks to connect Wimberley High School, Danforth Junior High School, Wimberley Market Days, and the Wimberley Village Library.

2020: The Wimberley City Council adopted Migratory Bird Day

2018: The Wimberley Valley was awarded the International Dark Sky Place designation

2018: The Blue Hole Regional Park was designated as SITES Certified

SITES Certifications recognize projects that have excelled at incorporating sustainable design practices and Wimberley has proven to be a leader in sustainability. Blue Hole Regional Park was awarded the SITES Certification in 20183, becoming just one of 26 projects world-wide to achieve this certification, and is the largest SITE certified park in the nation. Blue Hole Regional Park preserves 126 acres of delicate ecosystem saved from development, and protects 19 endangered and threatened species’ habitats. Water conservation efforts have been heavily emphasized, utilizing several best environmental designs and introducing water programs. Rainwater cisterns have been constructed at several parks to efficiently capture and retain stormwater. This allows for water to be reused and reduces the City’s demand for the Middle Trinity Aquifer.

The Parks and Recreation Department, in addition to day-to-day work and planning is involved in numerous conservancy initiatives such as the International Dark Sky Communities, migratory bird migration, Plant Your Park, and water conservation.

The International Dark Sky Places program certifies communities that have excelled at preserving and protecting dark places and minimizing light pollution. There are just over 200 Dark Sky Places recognized internationally, and the Wimberley Valley Area is one of 22 International Dark Sky Places in Texas. The City of Wimberley has worked with the Wimberley Valley Dark Sky Committee over the past several years and has committed to the conservation of the night sky. Limiting light pollution and preserving the dark sky is important for bird migration. As most bird migration occurs at night, light pollution can significantly hinder the migratory process for birds. The importance of the bird migration process is further acknowledged as the City Council adopted the Migratory Bird Day designation on the second Saturday of May. Several programs have been introduced by the Parks and Recreation Department, including Guided Night Hikes, Star Party, and Hill Country Migratory Bird Seminar. These programs provide educational opportunities to the community allowing the community to learn about conservation issues.

The Plant Your Park initiative is hosted by the Parks and Recreation Department. This program encourages community members to plant trees at Blue Hole Regional Park to increase conservation efforts. In 2022, there were 35 one-gallon trees planted at the park. Programs like this are important as they provide habitats for birds and wildlife which increases air quality and the biodiversity of the area. Several programs have been introduced that educate the community on the importance of the natural vegetation, including Crazy for Cactus, Botanical Buddies, and Guided Plant Tours.

Local Recommendations

- Develop an Urban Forestry Initiative to encourage the preservation of trees and plants

- Develop Wildlife Management and Wildfire Prevention Plans

- Identify and observe Arbor Day through Council proclamation

- Adopt policies and programs to become a Tree City USA Community

- Identify areas of the community that can incorporate rewilding

- Establish programs that encourage rewilding of private properties

- Strive for environmentally-friendly building practices, the construction of green and sustainable infrastructure, and the use of resource-efficient construction processes and materials

- Promote policies that encourage zero-waste and increase locations of recycling bins

- Partner with wildlife agencies and volunteers to conduct regular biological inventories of all park properties.

- Map out locations of endangered species habitats



Social Equity

The third initiative in the NRPA’s Three Pillars is Social Equity. This Pillar is summarized as ensuring parks and recreation services are equally accessible and available to all people, regardless of income level, ability, ethnicity, gender, sexual orientation, age, etc. Parks provide recreational spaces for some of the most vulnerable communities, and as such, it is crucial that everyone has a safe space to recreate. NRPA states:

“Public parks, recreation services and recreation programs including the maintenance, safety, and accessibility of parks and facilities, should be provided on an equitable basis to all citizens of communities served by public agencies. Social equity is a critical responsibility borne by every public park and recreation agency and the professionals that operate them. It is a right, not just a privilege, for people nationwide to have safe healthful access to parks and recreation. NRPA believes park and recreation agencies, through the provision of equal access to parks and recreation, should cultivate community ties through programs and services for all which produces benefits by connecting people more deeply to the fabric of the community.”

NRPA has four specific initiatives that are targeted at improving the Social Equity of the Parks and Recreation System:

PARK ACCESS

MENTORING IN PARKS AND REC

PARKS FOR INCLUSION

HEART YOUR PARK

Local Accomplishments

The City of Wimberley and the Parks and Recreation Department are committed to inclusive citywide recreational opportunities through special events and programs with an emphasis on providing outreach programs directly to underserved areas. Through various partnerships, the Wimberley Parks and Recreation Department has been able to improve social equity.

Local Recommendations

- Create and adopt a formal Parks and Recreation Inclusion Policy
- Engage with all ethnic community members by recognizing and celebrating their heritages and holidays and provide opportunities for civic engagement and social connections
- Incorporate multiple languages in Parks and Recreation resources
- Continue to and seek additional partnerships with local organizations that support under-represented populations or under-served communities
- Ensure all community voices are heard, acknowledged, and addressed
- Support policies that improve access to Parks and Recreation facilities
- Improve accessibility of trails





CAPRA Accreditation

Achieving CAPRA accreditation can be a challenge, with only 193 accredited park and recreation agencies throughout the nation. CAPRA has identified 154 national standards; 36 of these are fundamental standards and 118 are non-fundamental standards. For an agency to achieve CAPRA accreditation, the department must comply with all 36 fundamental standards and a minimum of 106 of the 118 non-fundamental standards. The Wimberley Parks department is a leader through programing, events, sustainability, inclusiveness, and conservation and it is recommended to attain CAPRA accreditation.

- Demonstrating the Parks and Recreation Department meets national standards of best practice
- Recognizing the community as a great place to live
- Assisting with securing state and federal funding
- Ensuring the Parks and Recreation Department is accountable to the public
- Providing staff with training to ensure exceptional customer service
- Providing positive public and political recognition
- Increasing credibility and boosting moral of the staff
- Enhancing department performance and efficiency
- Creating an environment for regular review of operations, policies, and procedures, and promotes continual improvement

Accreditation Process

Achieving CAPRA accreditation can be a challenge, with only 193 accredited park and recreation agencies throughout the nation. CAPRA has identified 154 national standards; 36 of these are fundamental standards, and 118 are non-fundamental standards. For an agency to achieve CAPRA accreditation, the department must comply with all 36 fundamental standards and a minimum of 106 of the 118 non-fundamental standards. The Wimberley Parks department is a leader through programing, events, sustainability, inclusiveness, and conservation and it is recommended to attain CAPRA accreditation.

To attain CAPRA accreditation, agencies must:

- Attend CAPRA approved training
- Complete an application and self-assessment report
- Host on-site or virtual CAPRA site inspections
- Attend a final CAPRA hearing

There are ten areas that agencies must have policies and/or plans in place to attain CAPRA accreditation:

- Agency Authority, Role, and Responsibility
- Planning
- Organization and Administration
- Human Resources
- Financial Management
- Programs and Services Management
- Facility and Land Use Management
- Public Safety, Law Enforcement, and Security
- Risk Management
- Evaluation, Assessment, and Research



Chapter 5

Public Input

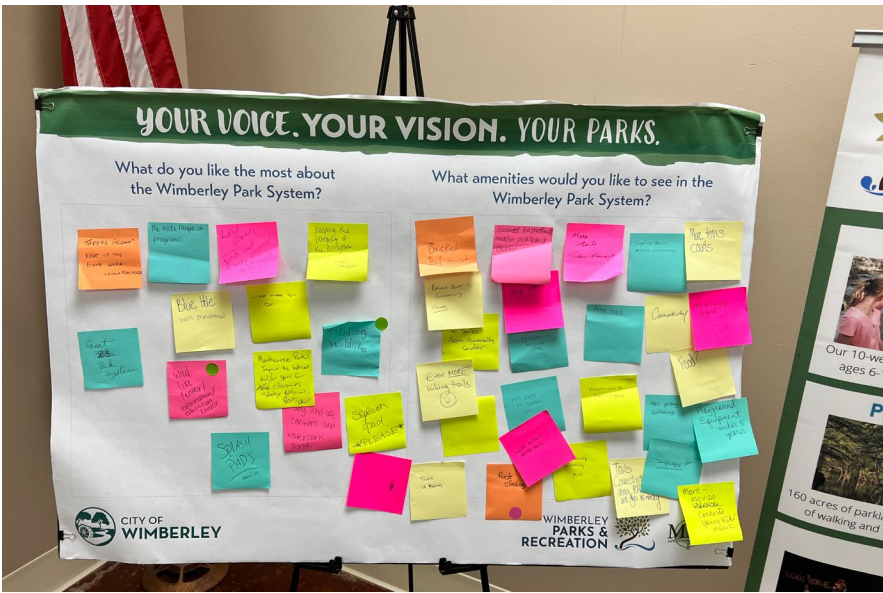


Focus Group Meetings

The Parks and Recreation Department conducted five focus group meetings to gain a better understanding of the recreational needs and gaps within the community. The meetings were held at the Wimberley Community Center and involved key members from the community. Each meeting focused on a different theme of the Parks System, and participants were encouraged to provide feedback regarding the existing and future Parks System.

Focus Group Meeting Participants & Groups

- Hays County Master Naturalist
- Keep Wimberley Beautiful
- Friends of Wimberley Parks
- Wimberley Valley Watershed Association
- Wimberley Youth Sports Association - WYSA
- The Barnabas Connection
- Wimberley Inn & 7A Ranch
- The Meadows Center for Water and the Environment
- Apothecary 222
- Wimberley Valley Arts & Cultural Alliance
- City of Wimberley Administration
- City Council
- Parks and Recreation Department
- Parks and Recreation Board



Summary of the Highlights of the Parks System

- High-quality Parks System
- Looped trails at Blue Hole Regional Park
- Sustainable design incorporated into parks
- Successful attendance and usage from both locals and non-residents
- Knowledgeable and engaged leadership and staff
- Excellent programming and events
- Successful local partnerships

Summary of the Needs of the Parks System

- Land acquisition to continue to expand and conserve the Parks System
- New sustainability opportunities throughout the parks
- New aquatic recreational opportunities
- Expanded linear and looped trail system
- Enhanced inclusiveness of the Parks System
- Budget increases for park expansion, enhancement, and maintenance
- New and additional signage throughout the Parks System





Pop-Up Events

The Parks and Recreation Department hosted pop-up events over a two-day period at local businesses and parks to collect public feedback and promote the public survey. Pop-up events are imperative in community engagement as it allows the Parks Department to engage in the community and meet residents at local venues rather than expecting residents to meet at specific locations at certain dates and times. These events provided the opportunity to meet with more than 100 community members and non-residents to hear and discuss their needs and desires of the Parks System.

Pop-Up Event Locations

Locations for Pop-Up Events were identified to ensure the engagement with all community members, including park users and non-park users. These events were held at:

- Ace Hardware
- Blue Hole Nature Camp
- Blue Hole Regional Park
- Community Pizza
- The Leaning Pear
- Wimberley Cafe

Campers at Blue Hole Nature Camp were encouraged to express their wants and needs within the Parks System through the creative outlet of drawing. Several concepts imagined by the campers are presented on the following page.



Community Survey

A community survey was developed to gather information on the current and desired uses of the Wimberley Parks System. The system serves an area much larger than just the residents of Wimberley, so it was imperative to collect data from both residents (78676 ZIP) and non-residents (all other ZIP codes.)

The survey was available in both physical and digital formats. Physical copies of the survey were provided at various locations throughout the community including the Wimberley Parks and Recreation Department, the Wimberley Community Center and at all public meetings. The survey was available online at the Parks Department’s website, and it was promoted via social media and QR codes. To improve the inclusiveness of the engagement, the surveys and promotional material were available in English and Spanish.

Flyers, mailers, and yard signs were utilized to advertise the development of the Parks Master Plan and encourage engagement. Approximately 3,000 residences and businesses in the Wimberley Valley area received flyers through the local Wimberley newspaper. The yard signs were dispersed throughout the city in high-traffic areas and the Parks System.

After promoting the survey on multiple platforms, hosting various pop-up events, and extending the response deadline an additional week, a total of 426 survey responses were collected from residents and non-residents. This information was compiled and was one of the tools utilized to form the needs assessment. A summary of the community survey findings can be found on the following pages, while a complete breakdown of the survey can be found in the appendix.



Community Survey Results

Survey Respondents

The survey was primarily taken by residents, with 86% of survey respondents stating they had a ZIP code of 78676.



Figure 15

Quality of Parks & Recreation Opportunities

Three-quarters of resident respondents stated they were satisfied or very satisfied with the quality of park and recreation opportunities provided by the City of Wimberley.

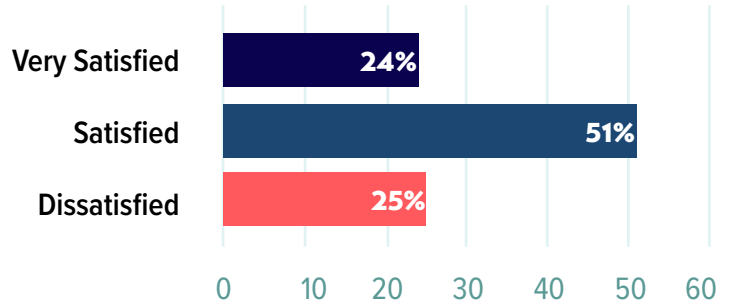


Figure 16

Quantity Of Parks & Recreation Opportunities

There was a slight majority of resident respondents that stated they were satisfied or very satisfied with the quantity of park and recreation opportunities provided by the City of Wimberley, while 38% stated they were dissatisfied with the quantity.

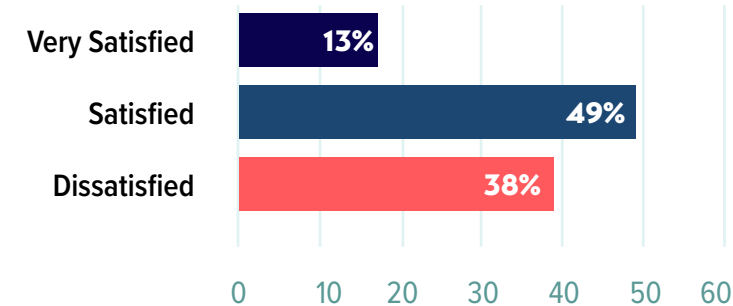


Figure 17

Importance & Satisfaction of Parks and Recreation

Swimming ranked as the most important activity according to the respondents, and ranked in last place for how satisfied the community was with the ability to participate. This suggests there is a desire for more aquatic recreation. Football was ranked as the least important activity desired according to the respondents and was ranked as the top amenity in terms of satisfaction; suggesting there is no additional need for football. Other than swimming, the top five most important activities to the community consisted of various types of programming. In regard to amenity satisfaction, the five most activities largely consisted of athletic opportunities; suggesting the respondents are satisfied with the number and quality of athletic opportunities provided.

Activity	Importance (1 = most important)
Swimming	1
Festivals / Events	2
Farmer’s Market	3
Family Programs	4
Fitness Classes	5
Biking	6
Kayaking	7
Parent / Child Programs	8
Paddleboarding	9
Community Gardening	10
Birdwatching	11
Arts & Crafts	12
Pickleball	13
Tennis	14
Adult Sports	15
Disc Golf	16
Basketball	17
Baseball	18
Fishing	19
Football	20

Activity	Satisfaction (1 = most satisfied)
Football	1
Festivals / Events	2
Birdwatching	3
Baseball	4
Basketball	5
Tennis	6
Farmer’s Market	7
Family Programs	8
Arts & Crafts	9
Parent/Child Programs	10
Fishing	11
Fitness Classes	12
Disc Golf	13
Adult Sports	14
Pickleball	15
Community Gardening	16
Biking	17
Paddleboarding	18
Kayaking	19
Swimming	20

Bond Support

Survey respondents expressed support for a bond to increase the funds for the Parks and Recreation Department. It is important to note that while 88% of respondents expressed their support, all community members with a 78676 ZIP code could respond to this question, yet only Wimberley residents are able to vote in bond elections. A bond would likely be directly funded by residents within the city limits, and as such people who may not end up contributing to this funding could have stated their support for it.



Figure 19

Monthly Contribution to a Bond

Sixty-seven percent (67%) of the survey resident respondents stated they would be willing to contribute \$1 - \$50 per month for a parks bond that would be used for the acquisition, enhancement, and maintenance of parkland.

It is important to note that \$1-\$50 is a wide range and the cost per month is typically minimal based on the total approved funding. For example, in Kendall County, a bond was passed in 2022 that helped provide more than \$20 million in improvements while costing the average homeowner \$2.25 a month.

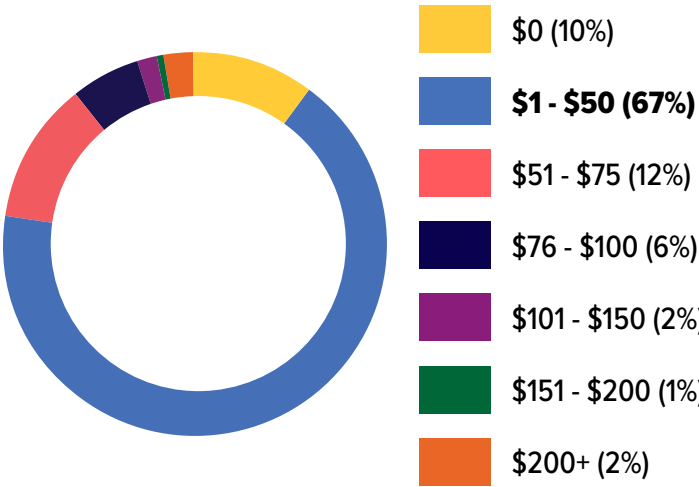
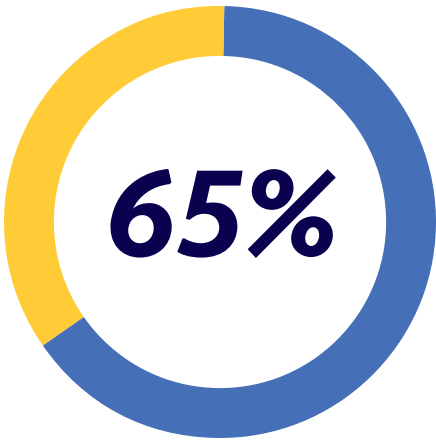


Figure 20

Resident Programming

Wimberley resident respondents overwhelmingly expressed that they enjoy programs offered by the Wimberley Parks and Recreation Department. According to the community survey resident respondents, the five most popular programs included Concert in the Park, Movie in the Park, Boo! Hole Halloween, Star Party, and Nature Education Camps. On average, residents were familiar with 65% the programs offered by the Department.



Average Familiarity of Programs

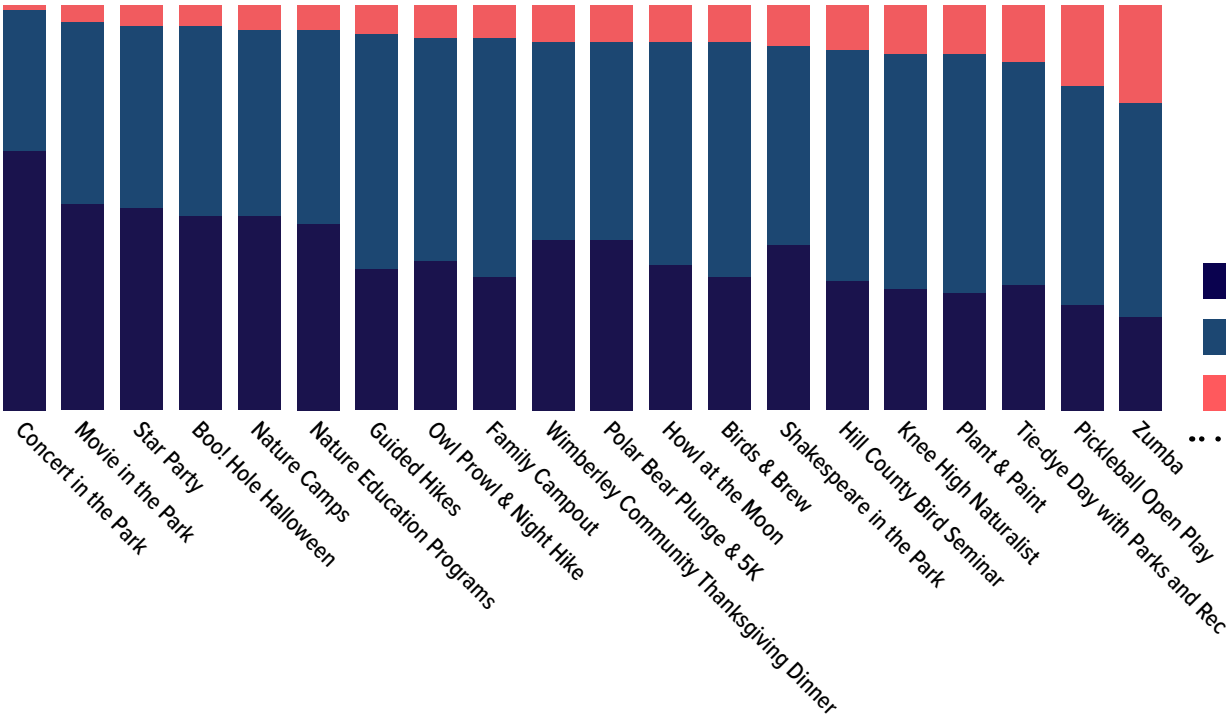


Figure 21



Average Familiarity of Programs

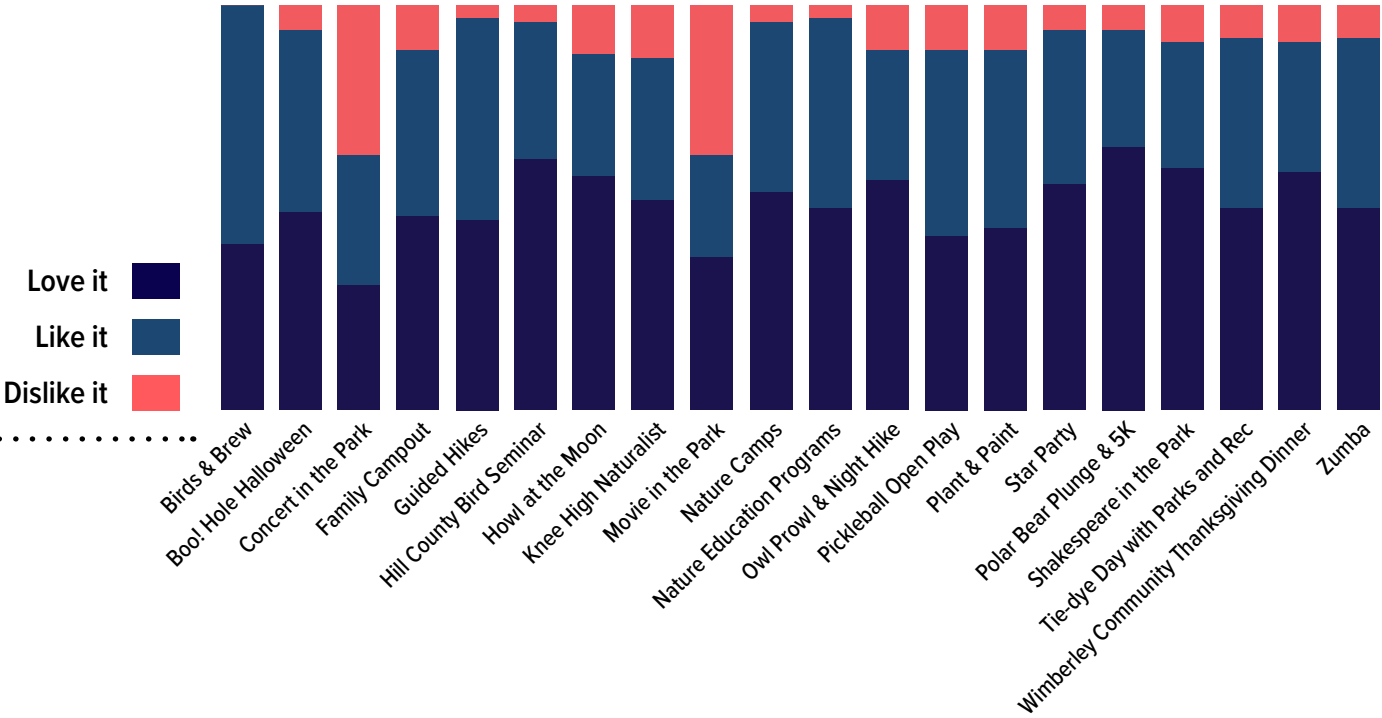


Figure 22

Visitor Programming

Visitors travel from all regions of the State to visit Wimberley parks. According to the community survey of non-resident respondents, the five most popular programs include Birds & Brew, Nature Camp, Guided Hikes, Nature Education Programs, and Star Party. On average visitors were less familiar with programs than residents, with visitors being familiar with approximately 50% of all programs offered.

Awareness of Parks, Facilities, & Programs

Seventy-four percent (74%) of survey respondents predominately hear about parks, recreation facilities and programming via social media.

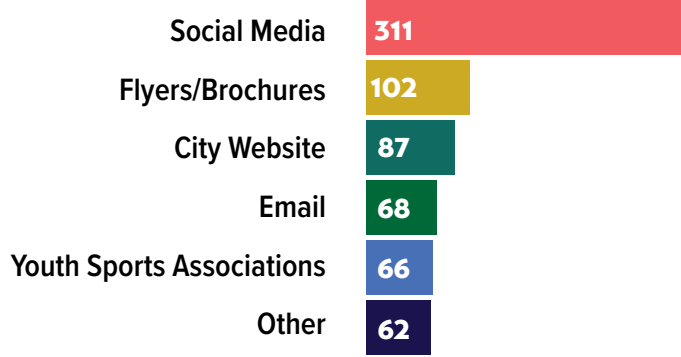


Figure 23

Preferred Method Of Communication

A slight majority, 52%, of survey respondents stated social media was their preferred method of communication, followed by email, 33%.

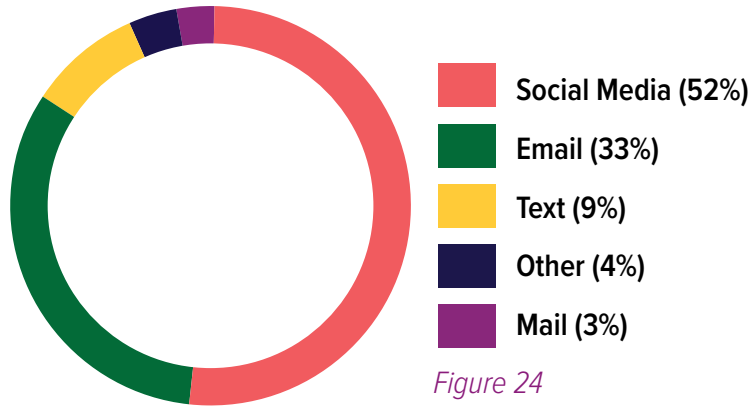


Figure 24

Resident Frequency of Park Visits

Blue Hole Regional Park was the most frequently visited park, with 70% of resident respondents stating they visit Blue Hole Regional Park at least once a month.

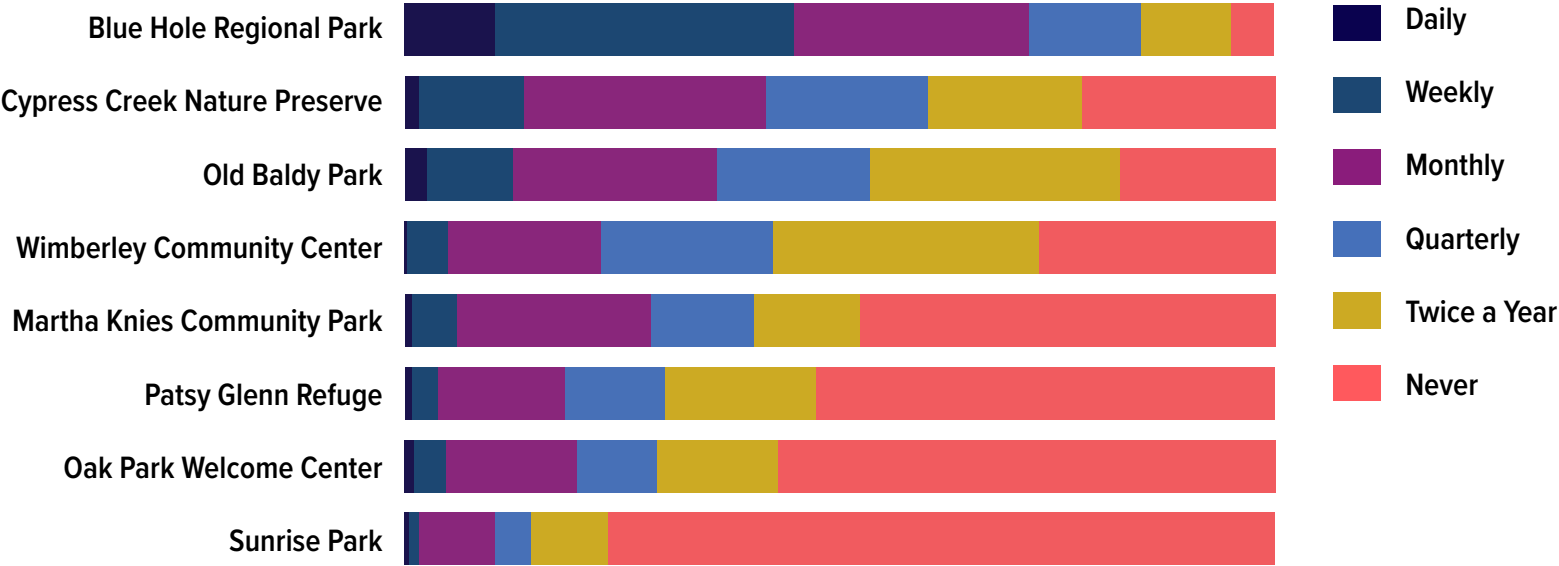


Figure 25



Chapter 6

Needs Assessment



Recreational Needs

The Needs Analysis is based on the compilation of several different forms of input, including focus group meetings, community surveys, NRPA metrics, the Parks Advisory Board and City staff comments, and professional opinion. The existing Parks System meets several needs of the community; however, there are critical gaps that have been identified, and new amenities are necessary to fulfill the new and different recreational desires of the community. It is important to note that Needs within the community do not always directly correlate to recommendations within the Park System. Recommendations specific to the Wimberley Park System can be found in Chapter 7 and are based on the Needs of the community. The needs of the community generally fall into one of the following categories, and a more detailed assessment of each can be found on the following pages:

- Accessibility
- Adult and Youth Athletics
- Aquatics
- Conservation and Preservation
- Multi-Generational Center
- Neighborhood Parks
- New Parkland
- Play Equipment
- Signage
- Site Furniture
- Trails

Accessibility

Community members expressed the importance of improved accessibility throughout the Parks System to ensure that the parks could be enjoyed by all residents and guests. To improve park safety and accessibility, each playground and recreational amenity should be evaluated for compliance to the current safety guidelines and the latest ADA standards established under the Americans with Disabilities Act. There is a need to assess whether individual parks prohibit any prospective park users from participating in or accessing the park. There is a need to continue to incorporate accessible designs into the Parks System and provide opportunities for all users.

Adult and Youth Athletics

The City of Wimberley provides athletic opportunities for youth soccer at Blue Hole Regional Park. The Wimberley ISD provides athletic courts and fields, which minimizes the demand for the City to provide additional facilities. Community members expressed a need for the enhancement of the soccer fields and noted that teams traveling to Wimberley have refused to play at Blue Hole Regional Park because the surfacing and grading create unsafe play environments. The community stated they would prefer more playable soccer fields by regrading them or resurfacing them with artificial turf. There is a need to continue communication between the Parks Department and youth organizations.

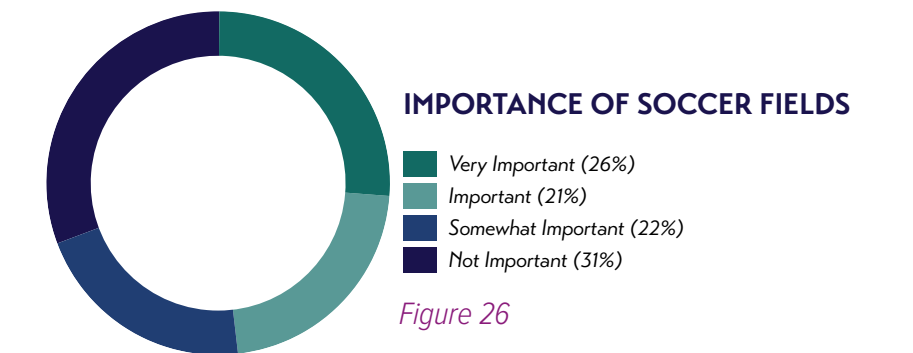


Figure 26

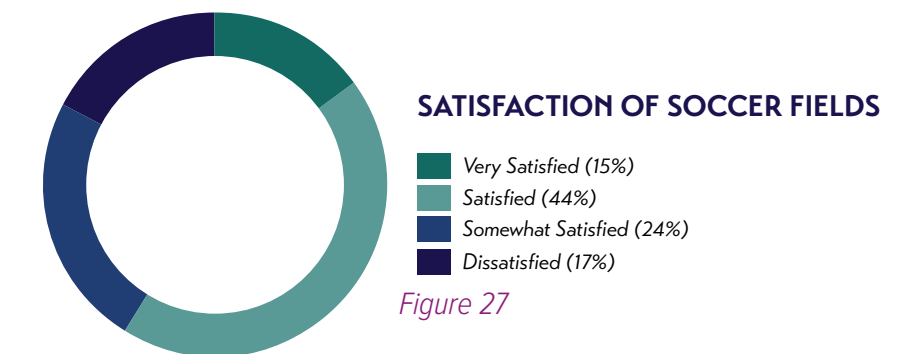


Figure 27

Aquatics

The need for new aquatic recreation was identified from all forms of public engagement including the survey, focus group meetings and pop-up events. The City currently only provides aquatic recreation via river access at Blue Hole Regional Park. There are currently no city-owned pools or splashpads, thus limiting aquatic recreation. Community members expressed the desire for new and additional opportunities such as new river access, a community pool, and/or a splashpad.

IMPORTANCE OF SWIMMING

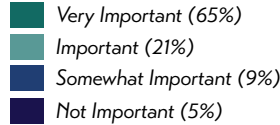


Figure 28

SATISFACTION OF SWIMMING OPPORTUNITIES

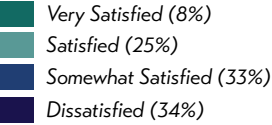


Figure 29



Conservation & Preservation

The community strongly supported the conservation and preservation of the natural environment in and around the Wimberley Valley. Multiple focus group sessions were conducted that expressed the need for enhanced and additional conservation efforts. Conservation and preservation will help retain water for re-use, recharge the aquafer, increase water filtration, provide habitats to local flora and fauna, and increase educational opportunities.

The City can protect the environment and improve sustainability through incorporating efforts such as acquiring and dedicating park land, performing active wildlife management and rewilding. Wildlife management in specific areas of the existing Parks System will enhance and create habitats for wildlife, reduce maintenance and water requirements, and provide aesthetically pleasing environments.

Water conservation is especially crucial for the Wimberley Parks Department as they are primarily funded by the revenue generated from passes sold for swimming at Blue Hole Regional Park. In 2023, the swimming area at Blue Hole Regional Park was closed early due to a lack of sufficient water levels for safe swimming. Drought conditions are not unique to Wimberley, as Jacob’s Well, a natural body swimming area approximately 5 miles northwest of Wimberley, was closed early in 2022 and the entirety of 2023. In facing the frequency and severity of extreme droughts, the City needs to be proactive in conserving and protecting natural resources.



Multi-Generational Center

The City of Wimberley currently provides one multi-generational center - the Wimberley Community Center. This facility provides gathering space for members of the community to participate in various events, including public and private events, meetings, and recreational classes such as yoga and Zumba. There is a need to optimize the use of this facility and increase the number of visitors through a diversity of programming and demographics.

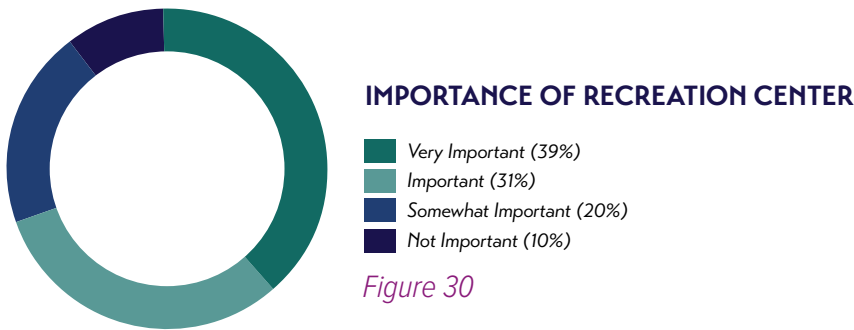


Figure 30

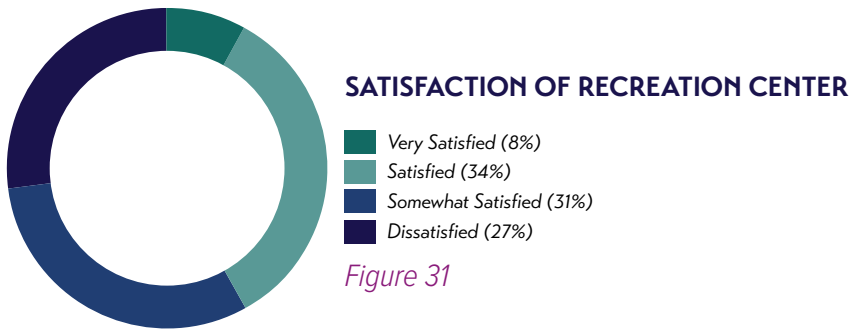


Figure 31

Neighborhood Parks

Although the City has a classification for neighborhood parks, it does not currently provide a traditional neighborhood park in the system. Neighborhood parks provide recreational space for individual neighborhoods and typically include elements such as playgrounds, trails, pavilions, site furniture, and supporting facilities. The development of neighborhood parks can help increase the number of residents that are within a 10-minute walk to a park. Based on many of the public comments received regarding park improvements and new amenities, it can be determined that there is a need to acquire and develop a neighborhood park.

New Parkland

Wimberley and Central Texas have been steadily increasing in population over the last several years and the City will need to continue to develop the Parks System to maintain the current level of service. Additional parkland will need to be acquired as the City does not currently own existing properties for future parkland development. The survey respondents supported land acquisition as it was ranked as the number priority in the Parks Department fund allocations.

There are several areas within city limits that would benefit with additional parkland; however, properties west of Ranch Road 12 and properties along Cypress Creek and the Blanco River should be sought after when available. The Trust For Public Land (TPL) assesses communities throughout the country and identifies locations in cities that need parkland. The TPL identifies these locations through several different attributes, including population density, density of low-income households, density of people of color, community health, urban heat islands, and pollution burden. The City needs to consider land acquisition along waterways and west of Ranch Road 12, however, if new parkland becomes available outside the “high priority” areas, the City should also consider acquiring these properties. This map should be used as a guide to assess areas in need for new parkland acquisition.

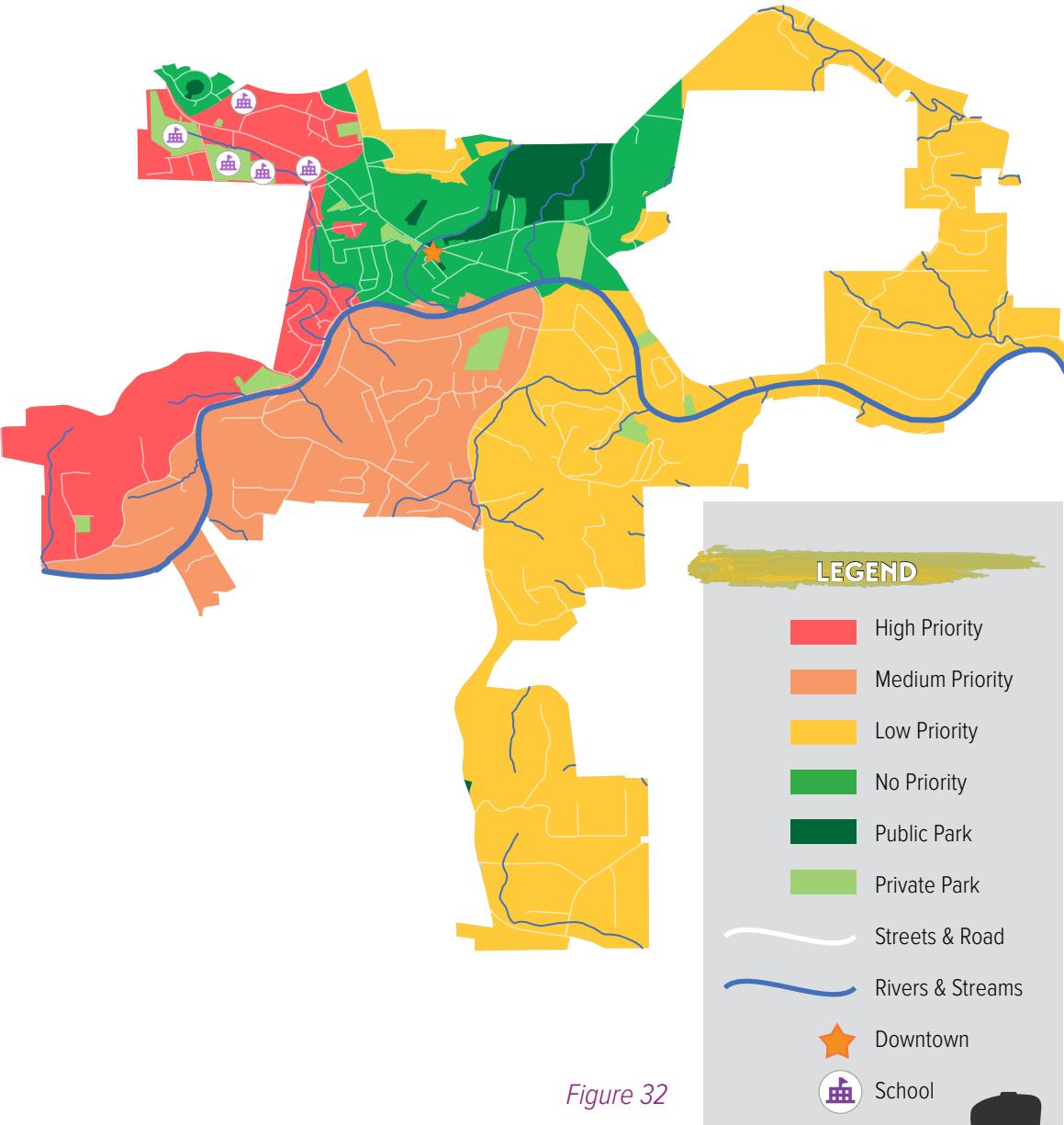


Figure 32

Play Equipment

After conducting an inventory of the existing Parks System and engaging with community members, it was apparent that there is an insufficient amount of play equipment for children ages 2-5 and 5-12. Community members consistently noted the lack of recreational opportunities for young children and approximately 60% of the survey respondents stated they were somewhat satisfied or dissatisfied with the amount of playground equipment. The existing playground at Blue Hole Regional Park is in good condition; however, the existing playground at Martha Knies Community Park is in need of replacement with a new and innovative play concept. The Department needs to ensure that all playgrounds are ADA accessible and meet the current ASTM Standards.

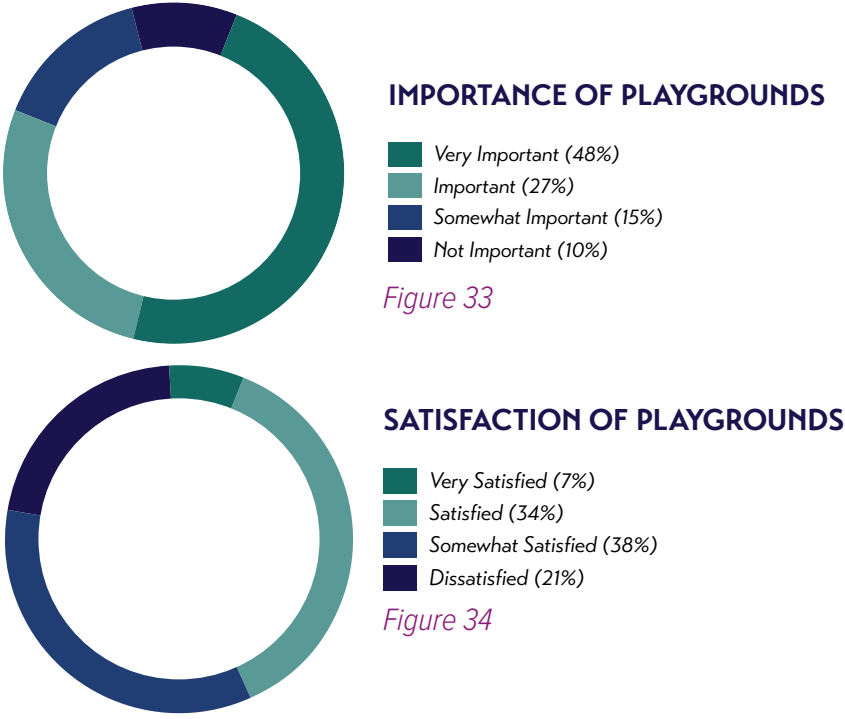


Figure 33

Figure 34



Signage

Survey respondents largely noted they were satisfied with the quality of signage in the existing Parks System; however, community members at pop-up events and focus group meetings expressed that signage in the parks could be improved. Community members stated there was a lack of sufficient wayfinding (directional) signage along the trails and it was common to get turned around. Additional interpretive signage would provide new educational opportunities to park users on key issues, such as water conservation, local flora and fauna, and sustainable practices. Overall, there is a need to improve and provide additional wayfinding and interpretive signage throughout the Parks System.



Site Furniture

It was evident during the public engagement process that the need for improved site furniture, such as shade, benches, drinking fountains, bike racks, etc., was a top priority for the community. The Parks and Recreation Department offers excellent opportunities for recreation; however, inadequate site furniture can negatively impact the experience of a park user.

Residents were asked what amenities in parks should be a priority for funding, and the third highest ranked element was incorporating shade into the Parks System. Shade can be provided in many forms including pavilions, canopies, sails, trees, etc. Amenities such as benches and picnic tables provide areas to gather or rest for park users and the addition of bike racks typically increases the number of visitors to parks via alternate forms of transportation.

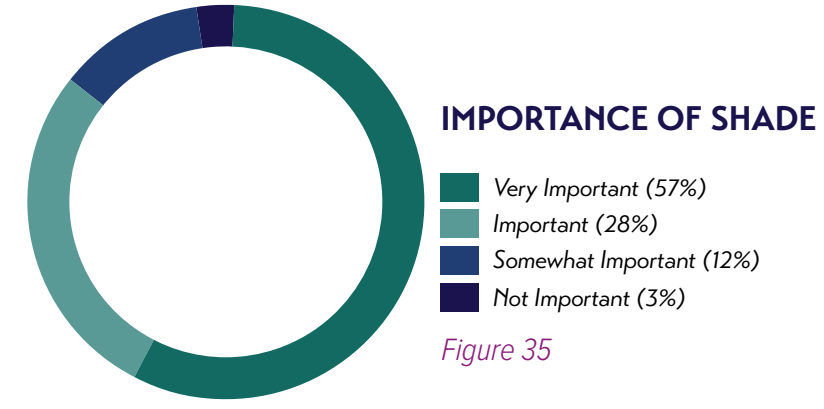
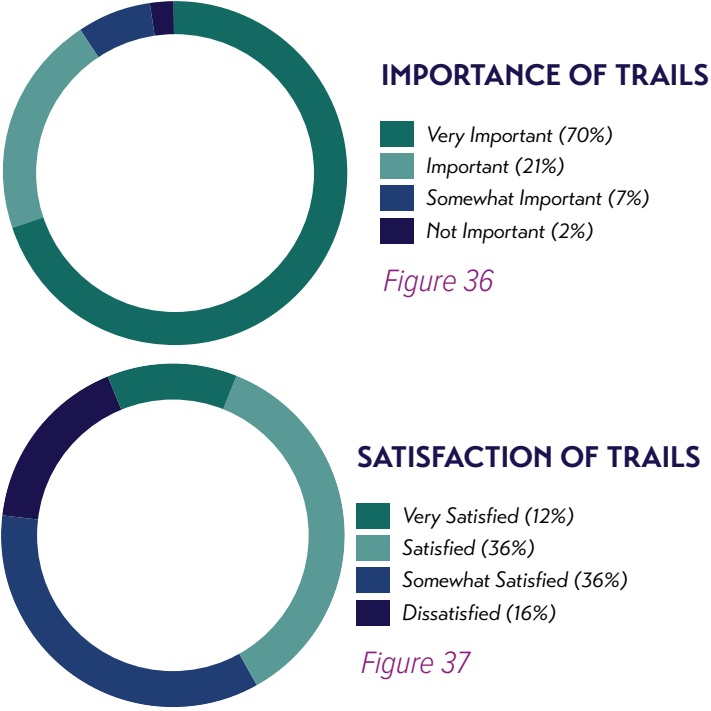


Figure 35

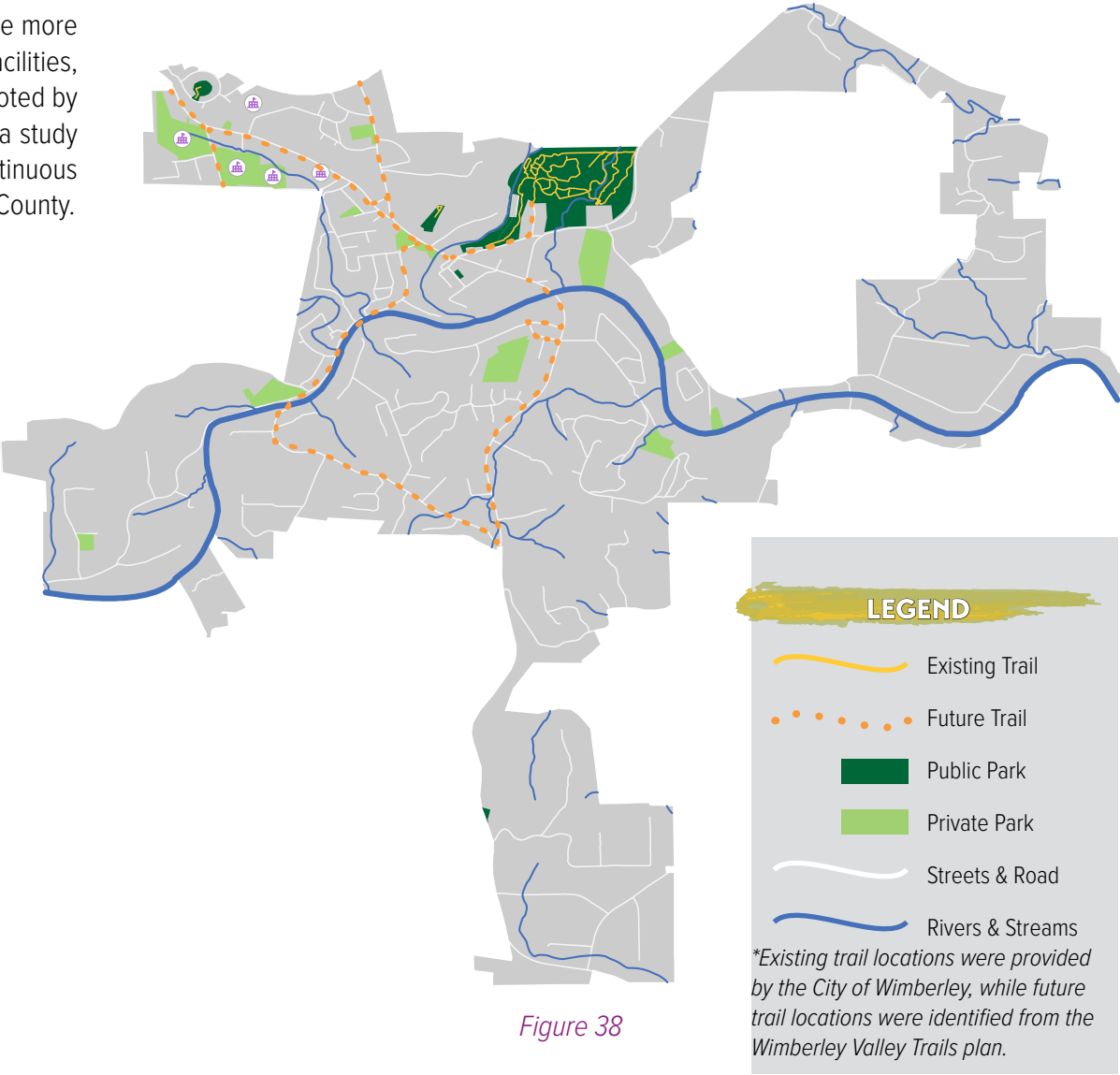


Trails

The majority of survey respondents expressed their support for trails throughout parks and the community. Survey respondents ranked trails as the most important amenity to them or someone in their household and 91% of respondents stated trails are needed in the community. The existing trails in Wimberley are primarily used for recreational use in that they are typically loop trails located in the interior of parks. Trails are currently provided at Blue Hole Regional Park, Cypress Creek Nature Preserve, and Patsy Glenn Nature Refuge. Additional trails are needed city-wide



The community expressed the need for new linear trails that provide more opportunities for alternate forms of transportation. Schools, park facilities, downtown, and the library were all key areas for trail connections noted by residents. In 2021, the Wimberley Valley Trails initiative conducted a study that identified the most important locations for trails to provide continuous access in Wimberley and the surrounding communities within Hays County.





Chapter 7

Future Parks System

Goals & Objectives

The City of Wimberley developed a Parks and Recreation Master Plan in 2018 that helped guide the direction of the development of the Parks and Recreation System. Parks Master Plans are intended to be updated every five years to ensure the needs of the community are still being reflected in the parks system and help ensure progress is being made to achieve the outlined goals. The recreational desires of the community have not significantly changed over the past five years. The City should continue to develop and enhance parks that support the Department’s vision, which will improve the overall quality of life within Wimberley.

The following Goals and Objectives are based on input from local and visitor survey respondents, focus group meetings, the Parks Advisory Board, City staff, and professional opinion. These provide direction for the future community decision makers regarding parks, open spaces, design standards and the maintenance of public areas within the City of Wimberley.

Parks and Recreation Goal

TO ENSURE the provision of a balanced parks system that is accessible to all residents, meets the recreational needs of the citizens and visitors of Wimberley, and helps to create a unique community character.

Parks and Recreation Objectives

- 1.1 TO PROVIDE** new, different, and unique recreational opportunities for all, regardless of age or ability.
- 1.2 TO BE PROACTIVE** in acquiring new land to be utilized for recreational purposes.
- 1.3 TO RENOVATE, REHABILITATE, AND UPGRADE** existing parks and recreation facilities in Wimberley.
- 1.4 TO DEVELOP AND PROVIDE** public parks throughout the City that will ensure all residents are within a reasonable 10-minute walk to a park.

1.5 TO CONTINUE TO FORGE partnerships with public and private organizations for the development and operation of recreational facilities and programs.

1.6 TO DEVELOP AND INSTALL consistent signage throughout the entire parks system.

1.7 TO IMPLEMENT strategies aimed to attain CAPRA Accreditation.

1.8 TO MAXIMIZE funding from bonds, grants, and philanthropic donations to fund new park developments and existing park enhancements.

Open Space Goal

TO IDENTIFY, ACQUIRE, PROTECT, AND CONSERVE natural open spaces for the preservation of plant and animal habitats and sensitive ecosystems, and provide primitive and passive recreational opportunities for the residents and visitors of Wimberley.

Open Space Objectives

- 2.1 TO BE PROACTIVE** in the acquisition and preservation of natural open spaces throughout the City of Wimberley.
- 2.2 TO LIMIT** development in natural open spaces to minimize adverse effects on valuable and sensitive ecosystems and address natural open space needs when developing recreational facilities.
- 2.3 TO CONSERVE** water through rewilding and preservation of water recharge zones through planting and managing native species and construction of water cisterns.
- 2.4 TO ADDRESS** natural open space needs when developing recreational facilities.
- 2.5 TO MINIMIZE** development within the floodplain to reduce flooding risks.

Trail Goal

TO EXPAND the trail and sidewalk systems to provide alternative transportation options and new recreational opportunities.

Trail Objectives

- 3.1 TO STRATEGICALLY CONSTRUCT** trails and sidewalks throughout Wimberley to connect parks with schools, neighborhoods, and commercial areas.
- 3.2 TO CONTINUE DEVELOPMENT** of sustainable trails with natural and permeable materials.
- 3.3 TO DEVELOP** the trail system around unique and/or sensitive environmental elements.
- 3.4 TO UTILIZE** the city’s easements, rights-of-way, existing sidewalk, and safe street crossing to develop a better trail network.
- 3.5 TO PROVIDE** necessary supporting amenities such as bike racks, benches, rest stations, water fountains, and shaded areas to encourage trail usage and enhance the user experience.
- 3.6 TO CONSTRUCT** looped trails throughout the parks system for recreational use such as walking, running, biking, and rollerblading.
- 3.7 TO EXPAND** the trail network by incorporating Parks Department plan review into TxDOT and other public work projects.

Design Development Goal

TO DESIGN high-quality, first-class public spaces that are built with sustainable materials to last their expected lifetime use and align with Crime Prevention Through Environmental Design (CPTED) principles.

Design Development Objectives

- 4.1 TO ESTABLISH** City-approved park and signage design standards that reflect high quality facilities.
- 4.2 TO ENSURE** park improvements are completed with durable materials and result in minimal maintenance requirements.
- 4.3 TO PRIORITIZE** barrier-free designs to ensure all residents have access to facilities.
- 4.4 TO TRAIN** staff in CPTED principles such as natural surveillance, natural access control, territorial reinforcement, and quality maintenance.
- 4.5 TO DESIGN, BUILD, AND MAINTAIN** parks with energy conservation components, sustainable building materials, and green infrastructure.
- 4.6 TO PROTECT AND CONSERVE** the natural environment and resources.

Maintenance Goal

TO PROVIDE a high-quality parks system that is safe and aesthetically pleasing through continuous maintenance, upkeep, and strategic planning.

Maintenance Objectives

- 5.1 TO CONTINUE** high quality maintenance of the existing parks system at a high level by ensuring adequate funding as the parks system expands.
- 5.2 TO CONTINUE TO FORGE** partnerships between public and private organizations for the maintenance of recreational facilities and amenities.
- 5.3 TO ENSURE** all maintenance vehicles, including trucks, tractors, mowers, edgers, blowers, etc. are routinely maintained to prolong the life of each individual piece of equipment.



Community Recommendations

These recommendations are provided as a guide for the best development and enhancement of the Wimberley Parks System in order to meet the current and future recreational needs of the community. The Parks Department and Parks Board should consider the implementation of all the general recommendations when updating existing or constructing new parks. Note: not all the items listed are applicable to every project, nor should they be.

Specific recommendations for existing and new parks are provided later in this chapter and identify the individual recommendations to be incorporated into each proposed project. The following recommendations are listed in alphabetical order rather than priority order.

- Accessibility
- Active Habitat Management and Rewilding
- Adult and Youth Athletics
- Aquatics
- Branding
- Conservation and Preservation
- Environmental Design
- Land Acquisition
- Multi-Generational Center
- Open Space
- Park Improvements
- Plans / Studies
- Play Equipment
- Policy Updates
- Programming
- Public Art
- Safety
- Site Furniture
- Trails

Accessibility

It is recommended that the City of Wimberley continue to provide accessible elements and programs when designing and enhancing facilities and hosting programs. Accessibility should be improved through:

- Universal Design
- Unitary Surfacing
- Environments for community members with sensory impairments
- Multilingual signage
- All-inclusive programming

In addition to these improvements, it is recommended that the City continue engagement with minority groups and persons with disabilities. This engagement can result in the adoption of culturally sensitive programs and provide inclusive amenities that go beyond the required ADA requirements.

Programs encouraging the participation of individuals with disabilities such as guided sensory tours and providing adaptive recreational equipment such as specialized bikes and kayaks is recommended to create a welcoming and all-inclusive environment within the parks.

Additional funding sources that can be utilized to improve the accessibility of the Parks System, include the Texas Parks and Wildlife Department and the Texas Council for Development Disabilities.



Active Habitat Management and Rewilding

The City of Wimberley should incorporate active habitat management and rewilding when feasible for the preservation and conservation of natural resources. Active habitat management aims to maintain wildlife and vegetation at sustainable levels, and focuses on disease management, habitat enhancement, population control, and conservation through:

- Prescribed burns
- Species inventory
- Animal protection and reintroduction
- Plant protection and reintroduction

The City should monitor the existing vegetation to determine if prescribed burns are needed. Wildfires play a crucial role in the environment as they can remove old vegetation and allow new plants to thrive. This new vegetation serves as a food source for native wildlife and thus supports the natural balance of plants and animals. Note: It is imperative that the City communicate with residents when a prescribed burn is scheduled to occur.

Through the open spaces of parks, the Wimberly Parks System provides habitats for a wide variety of wildlife and vegetation. An accurate inventory is important to identify the existing species. Once aware of the specific wildlife and vegetation within the parks, protective measures and educational opportunities can be made for the community. Any invasive species should be considered for removal and supplemental native plantings are recommended.

Wildlife diversity is high in the Wimberley area. Citizen scientists on iNaturalist.org have reported 48 species of mammals, 292 species of birds, 55 species of reptiles, and 25 species of amphibians in Hays County.



Adult and Youth Athletics

Although there is a need to improve the soccer fields with natural or artificial turf, it is not recommended at Blue Hole Regional Park. Blue Hole Regional Park showcases the natural environment, and installing turf would minimize the natural aesthetics of the surrounding areas. Additionally, both natural and artificial turf, although at different quantities, require watering. Watering the fields would be challenging as Wimberley has experienced significant droughts the past several years.

It is recommended that the Parks Department provide safe playing space on the soccer fields at Blue Hole Regional Park. This should be accomplished through:

- Monitoring the soccer fields to ensure debris such as rocks and large cracks in the soil do not provide an unsafe playing surface for games and practices
- Providing medical equipment and first aid kits near athletic facilities
- Installing field number signage to improve field navigation
- Continuing coordination with local organizations to ensure the athletic needs are being met throughout the year

If the City wishes to provide turfed soccer fields, it is recommended to construct these fields at a different location either through the acquisition of new property or by partnering with another organization. This is not recommended as a priority, but it should be considered if the opportunity arises.

Additional funding sources that can be utilized to improve the opportunities for adult and youth athletics include the Texas Parks and Wildlife Department and the U.S. Soccer Foundation.



Aquatics

It is recommended that the City conduct an Aquatics Feasibility Report to determine the best methods of meeting the aquatic needs of the community. Multiple forms of aquatic recreation include, but are not limited to, access to natural swimming areas, swimming pools, and splashpads. Each of these options present unique opportunities as well as challenges. A Feasibility Report will provide information including a market analysis, the amount of space required to construct each type of facility, the estimated cost of construction, and ongoing costs for operation and maintenance. This study will determine which type and form of aquatic facility best meets the needs of the community and is more feasible to construct, operate, and maintain. The findings of the report could vary, but it is imperative that the City pursue relationships with other organizations, private or public, to best meet the needs of the residents.

River Access

The City could expand opportunities to increase river access, specifically along the Blanco River in areas with deeper water. There are several items the City should consider when exploring river access:

- New recreational opportunities
- New tourism opportunities
- New conservation opportunities
- Acquisition of property along the river
- Minimal-to-no opportunities for swim lessons and swim teams

Blue Hole Regional Park is the only river access available to the public in Wimberley and programs are limited. The swimming area can accommodate up to 500 visitors daily. This facility attracts residents and visitors from the region and is typically fully booked throughout each summer. Additional river access can provide new and unique opportunities for programs. Activities such as paddle sports and fishing could be feasible when there is adequate waterflow. River access can enhance tourism opportunities as the Parks System would be able to serve a larger number of people. This could stimulate the economy as park users will be encouraged to shop and dine locally.

The City will need to acquire property to provide additional river access to the community, as there are no additional city-owned properties along the river. The City will need to coordinate with landowners for the consideration of acquisition through purchase or donation or use of the land through partnerships.

The acquisition of new park space that is adjacent to the river will allow for the restoration of the natural environment. The preservation of these areas will provide opportunities for the community to interact with nature and learn about elements such as natural water systems, native vegetation, and wildlife.

Swimming in a natural body of water provides recreational opportunities but does not provide opportunities, such as swim lessons, swim meets, and team practices as a swimming pool would.

Community Pool

Constructing a community pool would address several of the needs of the community. There are several items to consider when determining the construction of a swimming pool, including:

- Opportunities for swim teams and lessons
- Construction, operation, and maintenance costs
- Employment opportunities and challenges

According to the Center for Disease Control (CDC), drowning is the leading cause of death for children ages 1 - 4 and is the second leading cause of unintentional injury death for children ages 5 - 14. The CDC estimates there are 11 drowning deaths in the U.S. every day, for a total of 4,000 drowning deaths annually. Wimberley is known for Blue Hole Regional Park, a natural swimming area, but it is not conducive for swim lessons or swim team practices.

Currently there are no city-owned swimming pools in Wimberley that provide adequate space for swim teams or lessons. Many local swimmers and swim teams must travel to surrounding communities for practice, meets and lessons. The construction of a public swimming pool would provide both recreational and technical swimming opportunities in a safe and controlled environment.

Although a swimming pool would meet several needs within the community, it is important to consider the associated costs with constructing a pool. The initial cost of a community pool is expensive and supporting facilities would be needed, such as restrooms, changing rooms, parking, concessions, and possible land acquisition. In addition to the high up-front cost of construction, community pools are expensive to maintain and operate. Staffing, pool equipment, chemicals and general facility upkeep will need to

be considered. Figure 40 notes the allocated budget for outdoor swimming pools in surrounding communities in the fiscal year 2024. These figures were compiled from city budgets using public data on city websites and included assumptions based on different line items including materials, staffing, operations, maintenance, etc.

Community	Aquatics Budget FY 2023 - 2024
Kyle	\$185,500
Seguin	\$186,020
San Marcos	\$215,000
New Braunfels	\$3,175,000

Figure 39

When considering staffing, there are both pros and cons. The construction of a city pool would provide several local jobs including an aquatic facility manager, pump and maintenance staff and lifeguards. The pool would create demand for local job opportunities and provide young staff with the opportunity to learn skills such as communication, public engagement, medical training, and accountability. It is important to note that many communities have experienced staff shortages of lifeguards across the county. According to the American Lifeguard Association, as many as one-third of all community pools either had reduced hours or were closed entirely due to a lack of lifeguards in 2023. If a pool was constructed, the Parks Department must be proactive in hiring staff and providing competitive wages. It is important to note that swimming pools utilize a large amount of water through the initial filling requirements to drain and refill and evaporation.

Splash Pad

The construction of a splashpad is an economical way to satisfy some of the residents’ aquatic needs. There are several items the City should consider when deciding whether to construct a splashpad:

- Construction, operation, and maintenance costs
- Rates of water consumption
- Environmentally friendly design
- Lack of swim lessons and swim team opportunities
- Narrow age appeal

Splashpads are significantly more affordable to construct when compared to a community pool. The initial investment is minimal and most splashpads can be incorporated into existing parks, thus eliminating the need for additional supporting facilities such as restrooms and parking. Lifeguards are not required at splashpads because of the lack of standing or pooling water which minimizes the staffing requirements. It is important to note that the Texas Commission on Environmental Quality recommends that the water be tested daily to ensure the water is safe for recreational play.

Splashpads can use a varying amount of water depending on multiple factors, including the frequency and intensity of activation. Activation refers to when the splashpad is programmed to spray water. Splashpads can be programmed to be activated at various time intervals and with a varying range of intensity.

Environmental design standards can be implemented when constructing a splashpad. Water can be stored and recycled through a UV light system. Smart technology allows the system to be programed to only operate at

specific times throughout the day and not be operable during rain events or droughts. These two methods will minimize the amount of water used throughout the lifespan of the splashpad.

While a splashpad may provide an aquatic opportunity to cool off and play, it does not provide swimming opportunities for lessons or competitive swim teams. A splashpad primarily serves children ages 3-12 and although it serves a purpose and satisfies a need, it does not provide opportunities for the entire community, specifically Wimberley, as there are fewer children than adults.

Branding

The Parks and Recreation Department should develop the Parks System with a unique but cohesive identity. This can be accomplished through:

- Design standards and park signage

Entry signage should be consistent within the existing system by using native stone materials. Neutral and earth tone color palettes should be incorporated with the design of the park to ensure the signage is visible but blends in with the environment. Consistency through design and signage will allow residents and visitors to know they are in and utilizing City park facilities. This branding can promote both the City and the Parks Department as more and more people become familiar, similar to the National Parks System brand.



Conservation and Preservation

It is recommended that the City continue to conserve and protect the natural environment, which can be accomplished through:

- Land acquisition and parkland dedication
- Sustainable elements
- Educational programming

Wimberley is a leader in sustainability, as made apparent through the numerous accolades received over the years. The Parks and Recreation Department should continue the practice of sustainability through improvements to the System.

One of the most effective ways to preserve the environment is to protect it from being developed. The City must be proactive in the acquisition of new parkland. The City can promote biodiversity, maintain ecosystems, and mitigate impacts of climate change by keeping land in its native state. A large amount of land in Wimberley has been developed for residential or commercial uses and it is imperative to conserve properties when available. The City is currently developing Parkland Dedication Ordinances and these practices should be followed to ensure park land is provided as the area continues to develop.

It is equally as important for the City to protect the existing parks. Blue Hole Regional Park encompasses 144 acres and while it offers excellent recreational opportunities, the City should ensure this park continues to be a green space. It is recommended for the City to ensure the park remains largely in its natural state to support the wildlife, vegetation, and ecosystem.

Sustainable elements - such as recycling bins, green parking lots, water cisterns, and signage - should be incorporated into the Parks System when feasible. Recycling bins, along with educational opportunities, such as signage and programming, can reduce the amount of waste that goes to the local landfill. Green parking lots consist of parking with permeable pavers, pervious concrete, and/or parking islands. Pervious surfacing allows for the infiltration of water and reduces stormwater runoff, which can help reduce frequency and severity of flooding. Additional cisterns should be installed when feasible in order for rainwater to be utilized as a resource instead of pulling from the Trinity Aquifer. Signage is important as it can educate community members on conservation practices and provide opportunities for the community members to incorporate best practices while at the park and at home.

The City should expand their programming with environmentally friendly and sustainable practices through educational opportunities. The City should offer classes and/or guided hikes with instructors to educate community members on topics such as wildlife management, recycling and composting, native and invasive species, water conservation efforts, and other best practices.

Additional funding sources that can be utilized to improve the opportunities for conservation and preservation include the Texas Parks and Wildlife Department, the Natural Resources Conservation Service, and The Horizon Foundation.

Environmental Design

The Parks Department should incorporate best environmental design standards into existing and new parks, including but not limited to:

- Native plantings
- Invasive species removal
- Water cisterns

Incorporating the best environmental design standards into the Parks System will increase the environmental and economic sustainability of the community. Native plantings will increase water filtration, reduce stormwater runoff, and improve the overall water quality. These plantings provide much needed habitats for insects, birds, and wildlife. Installation and observation of native flora and fauna could also provide learning opportunities through signage and educational classes.

Invasive species can be damaging to the natural environment as they compete with existing wildlife and vegetation and often surpass them in numbers. The Texas Parks and Wildlife Department published The Dangers of Invasive Species in 2003 and noted invasive species have been responsible for changing the water flow and quality of lakes, the nature and quality of terrestrial habitats, and have contributed to the decline of certain native species. The City protects a variety of wildlife and vegetation through their Parks System, and it is necessary to continue monitoring and eliminating invasive species when possible.

Water cisterns, like the ones at Blue Hole Regional Park, recapture rainwater which can be used for irrigation and restrooms. This can reduce the strain of the aquifer and reduce stormwater runoff. If structures with rooflines are constructed within the Parks System, cisterns should be considered in the design of the facilities.

Land Acquisition

It is recommended that the City be proactive in the acquisition of new parkland. Municipalities typically acquire parkland through parkland dedication, purchasing new property, or through donation. A parkland dedication ordinance is being developed at the time of this plan. In addition to utilizing ordinances, the City should be proactive in acquiring new parkland by identifying property that serves the needs of the Parks System and engaging in dialogue with land owners regarding topics such as the first right of refusal. New parkland in Wimberley should primarily serve at least one of the following purposes:

- Land to be developed as neighborhood parks
- Conservation and preservation of the natural environment
- Improvements to the connectivity of the Parks System
- Additional river access

Although there is a need for additional parkland throughout the entire system, there is a specific need for new parkland on the western side of Ranch Road 12. This area largely consists of single-family housing, and the amount of existing recreational space available is limited. A neighborhood park, with a minimum of ten acres, should be developed in this area and provide amenities, such as a playground, trails, shade, picnic areas, benches, bike racks, and drinking fountains.

The environment should be protected by dedicating land for parks and recreational purposes. It has been noted throughout this plan that the amount of land available to the City for park purposes is limited. Dedicating property for parkland limits the amount of commercial and residential developments in the community and provides benefits such as water infiltration, biodiversity, and wildlife habitat.

The City should seek out property that can be used to improve the connectivity of the community. This includes properties that could serve as a greenbelt or a linear park to improve opportunities for transportation.

The City should acquire new property along Cypress Creek or the Blanco River. This plan has identified the importance that the Blue Hole Regional Park swimming area has for the residents and visitors. Additional land along the river will allow more residents access to water-based recreation and increase tourism.

Additional funding sources that can be utilized to acquire parkland include the Texas Parks and Wildlife Department, the Natural Resources Conservation Service, and The Horizon Foundation.

Land Acquisition Selection Criteria

When considering different tracts of land for park development or conservation, it is important to ensure the property meets the needs of the City and its intended purpose. While some properties may be more affordable or more easily attainable, it does not mean it is the most practical location for development. The following is a list of recommendations to consider when pursuing land acquisition; specifically, to verify if the property:

- is located within Wimberley city limits or the ETJ.
- is consistent with the policies, ordinances, goals and objections of other City of Wimberley Plans.
- has agricultural, developable, historical, natural, or scenic values.
- is accessible via existing transportation infrastructure, making it convenient for residents and visitors to visit.
- has access to essential utilities such as water, electricity, and sewage.
- is cost-effective to acquire and develop, with reasonable acquisition costs and minimal environmental remediation requirements.
- allows for park space or could be reasonably amended through zoning changes
- has undergone preliminary site assessments or feasibility studies that indicate its suitability for park development and identify potential challenges or opportunities.
- is suitable for funding sources such as grants, public-private partnerships, or dedicated park funds, ensuring financial sustainability for acquisition, development, and ongoing maintenance.

- offers opportunities for environmental education, providing learning experiences for visitors about local ecosystems and conservation efforts.
- contains cultural or historical landmarks that can be preserved or integrated into the park design.
- enhances community resilience to climate change impacts, such as providing green infrastructure to mitigate heat island effects and absorb stormwater runoff.
- supports local agriculture or horticulture initiatives, potentially serving as a community garden, orchard, or demonstration site for sustainable landscaping practices.
- fosters social cohesion and community engagement through the provision of gathering spaces for events, festivals, and recreational activities.
- contributes to air quality improvement and carbon sequestration, acting as a carbon sink and enhancing the overall environmental health of the city.
- promotes sustainable transportation options, such as bike lanes or pedestrian pathways.
- offers opportunities for volunteerism and stewardship, engaging residents in park maintenance, restoration, and conservation efforts.
- serves as a buffer against urban sprawl and development pressures, preserving green spaces and wildlife habitats.

Multi-Generational Center

Programs of the Wimberley Community Center should be expanded to increase facility usage, and it is recommended to:

- determine the desired programming
- renovate the interior to diversify programming

The Wimberley Community Center is currently used for meeting spaces, the Seniors Group, social events, and small programming opportunities. The Parks Department should conduct an analysis of the existing programming uses and potential future programming uses of the indoor facility. This data will allow staff to reprogram the space and host new and different events. If deemed necessary, based on the programming needs, the City should renovate the Wimberley Community Center to better serve the community.

Open Space

It is recommended that the City of Wimberley dedicate property as natural open space. Natural resource areas and open spaces are essential elements to Parks Systems that serve environmental and recreational opportunities. These areas can also provide educational opportunities regarding the local flora and fauna and are typically low maintenance areas.

The City has unique natural and open spaces such as Blue Hole Regional Park, Cypress Creek Nature Preserve, and Patsy Glenn Refuge. Natural open spaces are ideal for passive recreation and primitive activities such as hiking, bird watching, photography, picnicking, reading, and relaxing. It is imperative to continue to conserve existing city-owned natural open spaces. These natural areas provide several environmental benefits (Refer to Conservation and Preservation section).

Properties along or adjacent to the Blanco River and Cypress Creek are ideal because the preservation of these areas can assist and improve water quality.

In addition to acquiring new land for open space needs, the City is recommended to protect the existing open space areas within the Parks System. This will ensure that as the community continues to grow, open space areas are not negatively impacted by the addition of new amenities.

Plans and Studies

It is recommended for the City of Wimberley to continue to develop plans and studies targeting improvements to the Wimberley Parks System. Based on community engagement, it became apparent that additional plans and studies are required to determine specific needs within the community and improve opportunities for recreation, safety, and transportation. The City should conduct the following plans and studies:

- Aquatics Feasibility Study
- Fire Management Plan
- Trails Master Plan

It is recommended to conduct an Aquatics Feasibility Study to better understand what facilities are needed to satisfy the aquatic needs of the community. A market analysis should be performed to consider the need for river access, a community pool, and a splashpad. Each aquatic opportunity has specific benefits, challenges, and associated costs which will need to be studied in detail. This study will help guide future decisions on how to meet the aquatic needs while considering the initial construction costs, maintenance and operating budgets, and the available water resources (Refer to Aquatics Recommendations).

It is recommended for the City to develop a Fire Management Plan to ensure the residents, existing structures, and the environment are protected during potential wildfires. Wildfires have become more prevalent over the last several years and the neighboring community of San Marcos experienced a wildfire in 2023. This wildfire encompassed approximately 400 acres, destroyed one home, and damaged several buildings. Wimberley needs to be prepared with a Fire Management Plan that would include elements such as fire protocol emergencies and prescribed burns to minimize the threat of wildfires.

The City of Wimberley should develop a Trails Master Plan to identify specific locations for future trail construction. A Trails Master Plan would provide details on specific proposed trail locations, trail types, design standards, and provides estimated costs and schedules of implementation.

Park Equipment

It is recommended that the City of Wimberley provide play equipment and site furniture for park users when appropriate, such as, but not limited to:

- Playgrounds
- Swings
- Climbing equipment
- Ropes courses
- Slides
- Musical instruments

- Benches
- Bike racks
- Picnic tables
- Table games
- Pavilions / shade equipment
- Water filling stations

Playground equipment provides more than play opportunities - it provides children with the opportunity to develop physical strength through climbing and swinging, motor skills through collaboration, and social skills through sharing. Playground equipment should be all-inclusive to ensure all community members, regardless of age or ability, are able to participate. It is also recommended that the existing play equipment be routinely evaluated to ensure all equipment is current to the American Society for Testing and Materials Standards.

It is recommended that site furniture be upgraded and enhanced throughout the Parks System. Site furniture such as benches, picnic tables and shade encourages park users to stay at parks for longer hours. All site furniture should meet The American with Disabilities Act Standards and be placed near areas of high activity for parents and grandparents to rest as well as in areas of solitude for those desiring to rest and enjoy the outdoors passively. Drinking fountains and water filling stations should be installed throughout the Parks System to ensure the community has access to water while visiting the parks.

Policy Updates

There are numerous policies that are recommended that will improve the Parks Department. Policies that are recommended to be developed and considered for adoption include:

- Arbor Day Proclamation - will assist the city with being recognized as a Tree City USA Community and also becoming CAPRA Accredited.
- Endangered Species Day - will raise awareness of the importance of endangered species and how to protect them. This supports Blue Hole’s current certification through the Sustainable SITES Initiative and protects 19 endangered and threatened species habitats.
- Equipment Maintenance Policy - will assist in the management of equipment through maintenance and a replacement program which can reduce the overall costs of maintenance through budgeting.
- Parkland Dedication Ordinance (currently in development) - will assist in the acquisition and dedication of parkland as the city continues to develop.
- Parks and Recreation Inclusion Policy - will ensure the Parks System is welcoming and engaging to all residents and visitors regardless of age, gender, ethnicity, religion, and ability.
- Sign Design Standards - will create a cohesive brand for the Parks System through the use of specific colors, materials and fonts.

Partnerships

The City currently partners with several organizations to host local events throughout the year, and such collaborations are well received by the community. The Parks Department should expand their programming by partnering with other various local public and private organizations. Partnerships will allow the City to offer new programs while sharing resources with outside organizations. New programming opportunities could include, but are not limited to, events such as pickleball, fitness classes, portable parks, and cultural and art events. Additionally, the City should continue to partner with other organizations, such as the Wimberley Visitor Center, to promote and advertise the Wimberley Parks System.

Promotion of Programs

It is critical for the City to promote the parks and programs. The Parks Department should utilize emails and social media to promote their events and encourage community members to sign up for the monthly newsletter. The Parks Department should continue to provide newsletters with events throughout the year; however, a more condensed, program specific and regularly published newsletter should be available to the community via email based on the survey respondents feedback. Promotional materials should be multilingual to allow all community members the opportunity to participate.

Public Art

It is recommended that the Parks Department install public art throughout the Parks System to establish a unique but cohesive identity at each park. The City should consider the following when installing public art:

- Utilizing local artists and organizations
- Incorporating natural and/or recycled materials
- Providing educational opportunities

The Wimberley community is passionate about art, and the City should work with local artists to design and construct public art. The Texas Cultural Trust published The Art of Economic Development in 2010 which noted the importance of public-private partnerships for a community. By partnering with local artists, the Parks Department can create opportunities for the community to strengthen and display their artistic talents, both permanently and temporarily. This can encourage community buy-in at parks, as they become places people have personal ties. It is imperative to consider the context of the park when installing artwork, and the art should be themed appropriately.

Natural and sustainable materials should be used in local art projects when feasible. Doing so can raise awareness on the importance of preserving the environment and utilizing recycling materials. Providing signage with art provides an educational component that expresses the environmental benefits.





Safety

It is recommended that the City of Wimberley continue to incorporate safety features throughout the Parks System, including but not limited to:

- Lighting
- Medical equipment and training

Lighting, even at minimal levels, creates a stronger feeling of security for park users. Lighting also provides the opportunity for residents to utilize the park system in the winter and fall when the sun sets earlier in the evenings and daylight is minimal. Wimberley is a Dark Sky Community, and as such, any lighting that is installed should be shielded to prevent light pollution. LED lighting, photocells, and timers should be considered to minimize utility usage.

Medical equipment should be provided at all facilities throughout the Parks System. The American Heart Association identified that Sudden Cardiac Arrest is the most frequent medical cause of death among athletes. Elements such as AEDs and first aid kits should be provided at sports fields and near highly active and utilized areas. It is crucial for staff to be knowledgeable of the emergency action plans and trained in first aid and CPR.

Trails

It is recommended to expand the trail system to create recreational and alternative transportation opportunities that connect neighborhoods, shops, schools, and parks. The City should be proactive in the development of the trails system and should integrate sidewalks into road construction projects when feasible. The City should consider the following when constructing trails and sidewalks:

- Width and materials
- Directional signage
- Trail purpose - looped or linear

The City should consider the width of the trail based on available space, intent of the trail, and budget. Trails are ideally constructed at a minimum of 8' wide to allow for parents with strollers, people in wheelchairs, bike riders, runners and people walking adjacent to each other to comfortably use and pass one another. While this is ideal, it is not feasible in all environments and will be dependent upon the actual trail location and design constraints.

There are a wide variety of different materials used to construct trails: natural surface, permeable material such as decomposed granite or compacted stone, asphalt, natural aggregate, and/or concrete. Each material has advantages and disadvantages depending on the end user and environment.

- Natural trails are low cost to install; however, they are not typically compliant with ADA regulations.
- Decomposed granite is desired by runners for comfort; however such materials may wash out after heavy rain events and require higher maintenance.

- Asphalt trails are relatively inexpensive; however, they typically require bi-annual repairs and maintenance. Porous asphalt trails have environmental and maintenance benefits as this material allows water to permeate.

- Concrete trails are typically the most expensive to construct but have low long-term maintenance requirements. In addition, there can be visual disadvantages to concrete as it does not blend into natural environments. Porous concrete can be utilized to allow water to permeate.

Trails should be equipped with proper signage, informing the users of pertinent information, such as direction, mile markers, crosswalks, and safety information.

The existing trail system offers recreational opportunities with looped and linear trails. Looped trails are generally within specific parks and primarily serve recreational opportunities for exercise. Linear trails typically serve as alternative transportation routes and connect parks, neighborhoods, shops, schools, etc. Linear trails can also be utilized for recreational purposes and can be located in both specific parks and throughout the Parks System via greenways. The City should consider developing an active transportation network via multi-use paths and bike lanes. The City can expand their trail system through different avenues, such as focusing on stub-out points at existing park boundaries and utilizing easements and utility rights-of-way. Trails should be upgraded in conjunction with the Wimberley Valley Trails Plan.

Additional funding sources that can be utilized to improve and expand the trail system, include the Texas Parks and Wildlife Department, Texas Department of Transportation, National Recreation Trails, American Hiking Society's National Trails Fund, and American Trails.



Existing Park Recommendations

It is recommended that the City update and enhance the following parks to better serve the community and protect the longevity of equipment. All recommendations listed below are in no particular order and should be considered when improving, enhancing or maintaining the parks. It is important to note that each park serves a particular purpose based on its size, location, and amenities and this should be considered when improving specific park sites.

Blue Hole Regional Park

- Plant native vegetation
- Install wayfinding signage
- Install interpretive signage
- Construct multi-purpose trails
- Consider mountain bike trails
- Install benches and picnic tables
- Install bike racks
- Install bike repair stations
- Install water filling stations
- Provide new programming such as accessible hikes through the park and fitness classes
- Provide educational classes on water conservation, wildlife protection, the ecosystem
- Install an AED unit near the soccer fields
- Install public art
- Support policies that encourage the preservation of local wildlife and vegetation
- Conduct a species inventory
- Perform prescribed burns when necessary

(Objectives Accomplished: 11, 1.3, 1.5, 1.6, 2.2, 2.3, 3.1, 3.2, 3.3, 3.5, 3.6, 4.2, 4.5, 4.6, & 5.1)

Cypress Creek Nature Preserve

- Plant native species
- Update entry signage
- Install wayfinding signage
- Install interpretive signage
- Compact loose materials along walking paths
- Consider boardwalks over low-lying areas
- Fix erosion areas
- Install erosion control measures such as check dams and water bars
- Install public art
- Conduct a species inventory
- Support policies that encourage the preservation of local wildlife and vegetation

(Objectives Accomplished: 1.3, 1.5, 2.1, 2.2, 2.3, 3.2, 3.3, 4.2, 4.3, 4.5, 4.6, & 5.1)

Martha Knies Community Park

- Replace existing play equipment
- Replace benches and picnic area
- Expand restroom facility
- Install bike rack and repair station
- Install elements of music play
- Install interpretive and wayfinding signage

(Objectives Accomplished: 1.1, 1.3, 1.6, 4.2, 4.3, 4.5, 4.6, & 5.1)

Oak Park & Welcome Center

Oak Park is the newest park provided by the City and currently meets the needs of the community; however, it is recommended that minor improvements be made over time to continue to enhance the user’s experience.

- Construct shade structure over the lawn area
- Install interpretive signage

(Objectives Accomplished: 1.3, 1.6, 4.2, 4.3, & 4.5)



Old Baldy Park

- Install benches and seating areas
- Install viewing station (telescope)
- Install interpretive signage
- Install informational / regulatory signage
- Install public art

(Objectives Accomplished: 1.1, 1.3, 1.5, 4.5, & 4.6)

Patsy Glenn Refuge

- Explore alternative trail materials
- Plant native species
- Install interpretive signage
- Install public art (nature themed or natural materials)
- Conduct a species inventory
- Support policies that encourage the preservation of local wildlife and vegetation

(Objectives Accomplished: 1.3, 1.5, 2.1, 2.2, 2.3, 3.2, 3.3, 3.6, 4.2, 4.3, 4.5, 4.6, & 5.1)



Sunrise Park

The City of Wimberley is recommended to enhance Sunrise Park to provide a more user-friendly and aesthetic space. The property is on the outskirts of town and there is little draw to the property. The enhancements are intended to encourage residents and travelers to visit the space for small gatherings and picnics.

- Improve walkways to be ADA accessible
- Remove invasive species if determined to be onsite
- Plant with native vegetation
- Install interpretive signage
- Consider grilling stations
- Update and enhance pavilion structures
- Replace existing picnic tables to be cohesive with other parks once they have exceeded their life expectancy

(Objectives Accomplished: 1.1, 1.3, 1.4, 1.5, 1.6, 2.3, 3.1, 3.2, 3.4, 4.1, 4.5, 4.6, & 5.1)



Wimberley Community Center

- Renovate the interior to allow for new multi-use recreational opportunities, including, but not limited to, elements such as computer rooms, fitness areas, art rooms, and multi-purpose courts.

(Objectives Accomplished: 1.3, 1.5, 1.7, 5.1, & 5.1)

New Park Recommendations

The City is recommended to develop additional parks throughout the City to serve different purposes. It is recommended to acquire parkland on the west side of Ranch Road 12 to develop a neighborhood park. This land should be a minimum of ten acres to allow for the installation of amenities such as play equipment, trails, site furniture, and supporting facilities.

It is recommended to acquire additional land to provide access to the river for activities such as swimming, paddle sports and fishing. Although there is not a specified amount of land recommended, the property would need to account for the desired recreational amenities and supporting facilities such as a restroom and parking.

The City should identify large remaining tracts of undeveloped land and assess if they would be suitable for conservation or recreational purposes. City staff and community leaders should engage in dialogue with the property owners to determine the feasibility of acquiring the property and securing a right of first refusal.

Specific properties should be acquired with the intent of preservation and conservation of the natural environment without the need for active recreational activities. Minimal development, such as trails, picnic areas, signage, and supporting facilities should be considered.





Chapter 8

Implementation Schedule



Implementation Schedule

The purpose of the Implementation Schedule is to provide a framework to expand, improve, and enhance the Wimberley Parks System. This schedule is intended to be a flexible guide and utilized by the Parks Department, City staff and City Council to make informed decisions regarding improvements to the Wimberley Parks System over the next ten years. An anticipated project cost range has been provided for each project to help the City budget accordingly. Exact costs will vary due to the need for future surveying, schematic designs, specific design, and/or engineering.

The Parks & Recreation Comprehensive Master Plan is considered a living document. The City should evaluate, modify, and update the order of implementation when deemed necessary. This could include taking advantage of any unforeseen opportunities that may arise that are not identified in this schedule if it meets the goals and objectives of this plan. The City should evaluate its progress and update the plan to meet future goals every two years and is encouraged to provide an update to Texas Parks and Wildlife after five years.

To successfully accomplish these projects, it is recommended the City utilize a variety of funding sources and take advantage of potential partnerships - both public and private. Numerous Local, State, and Federal funding sources are available to assist in acquiring, developing, and renovating parks in Wimberley. Although not every funding source will be available for every project, more than one funding source may be used per project depending on the scope, size, and funding source. A list and description of funding sources are located at the end of this chapter. When reviewing this document and budgeting for the future, it is important to note that land acquisition, design, engineering, and personnel staffing are not included in the projected costs. An implementation schedule can be found on the following pages with projects and action items that are based on the goals, objectives, needs, recommendations, and priorities found in this plan.

Legend

The implementation schedule has been grouped into the following categories:

Policies and Studies

Park Enhancements

Park Redevelopments

New Parks

Timeframes for the implementation schedule generally fall into one of three categories:

Short-Term: Projects taking place within the next one to three years.

Mid-Term: Projects taking place within the next four to six years.

Long-Term: Projects taking place within the next seven to ten years.

The projected estimated costs for specific elements within the implementation schedule are based on recently bid projects in the Central Texas Region and current market values. These costs do not include land acquisition, design, engineering, or professional staffing and will vary at the time of construction based on the project design and engineering. It is recommended to coordinate with professional service contractors to review specific project scopes to provide estimates during annual budget development.

Themes for Improvement

The Implementation Schedule for the Wimberley Parks and Recreation System generally organizes action items into one of the following categories: land acquisition, parkland development, or policy adoption.

Land Acquisition

The City of Wimberley must be proactive in the acquisition of parkland as land is becoming more expensive and susceptible to development. Members of City Council, the Parks Board, and City staff should engage with community members to educate on the importance of parkland and emphasize the need for conservation and preservation of land as the community continues to grow.

As land becomes available, the City should conduct a preliminary assessment of the site to determine its potential for future parkland. An important factor regarding any site is the intended recreational use. Specific land types are more suitable for different forms of recreation, such as hilly terrain for mountain bike trails and relatively flat areas for sports courts. Items to consider when acquiring land are site access, existing utilities, elevation changes, permitting/deed restrictions, easements, floodplains/floodways, and neighboring property uses. The City should consider the cost of the land and the overall develop-ability of the property. Property may become available through purchase or donation. The City should contact a landowner and/or realtor to begin the conversation of acquisition if a desirable tract of land becomes available. Additionally, the City could secure the right of first refusal on properties that are suitable for conservation or recreation.

Parkland Development

Parkland Development consists of new development, redevelopment, and enhancements.

From the inventory and assessment of the Parks System, it has been identified that the Wimberley Parks System is fully developed. Currently, parks are serving their intended purpose - whether that be for active or passive recreational opportunities or conservation efforts.

New park construction will consist of work on newly acquired land, either developed or undeveloped. Once acreage has been acquired, it typically takes 3-4 years to complete the development of a park. In this process, the city will consider available funding sources, consult with landscape architects and engineers and place the project to bid for construction. The length of this process will vary depending on the project scope, funding source, and scale.

Park redevelopment focuses primarily on repurposing existing park properties. As the community changes and amenities are past their useful life cycle or no longer utilized by the community, it is imperative to consider redevelopment. Specific elements and recreational trends change over time, and the City should monitor the Parks System to update areas that are no longer serving the needs of the community. Park redevelopment is unique as it can pertain to an entire park property or specific elements such as adding new athletic facilities, trails, or supporting facilities such as restrooms. These projects typically utilize grant funding resources and take 1-3 years to complete. This implementation schedule identifies three parks to redevelop over the next ten years, Martha Knies Community Park, Sunrise Park, and the Wimberley Community Center.

Park enhancements refer to minor improvements to a park property or facility. This category is one of the more common action items in an implementation schedule because it refers to the ‘low-hanging fruit’ and minor improvements to the system. This can include constructing new signage, installing new benches or picnic tables, and providing new playground equipment. These projects are typically performed with one or two amenities at a time and through amenity specific vendors or Purchasing Co-Ops rather than going through the design process with architects and engineers. It is important for the Wimberley Parks Department to routinely perform park enhancements as equipment can deteriorate with time due to high use and weather. By being proactive, the Wimberley Parks Department can ensure the system is safe and serves the community. These projects are typically completed within several months and are funded through grants, the Park Department Budget, General Fund, and donations.

Regardless of the type of improvement, it is imperative to engage with the public to ensure residents’ needs are met. It is important to coordinate with vendors, consultants, and contractors to determine budgets and specific needs.

Policy Adoption

The Wimberley Parks and Recreation Department has several new policies, standards, and proclamations that are recommended over the next ten years. Standards and policy change recommendations ensure the system continues to grow, remains safe, promotes the opportunity for national, state, and local recognition, and increases the opportunity for funding. The City should research communities that have supported these policies to better understand what challenges were faced. This will provide the City

with the preliminary knowledge on whether a policy can be implemented, revised, or removed and the anticipated impacts of that change. The City should always seek legal consultation on policy changes and perform public engagement with residents who will be mostly impacted by any changes.

The proposed policies can help determine design standards to ensure the Parks System is cohesive and promotes best practices. Implementing recommended policies will improve the City of Wimberley’s opportunities to achieve State and National awards or designations, which can provide new funding opportunities and enhance the marketability of Wimberley for tourism.

Summary

Overall, there are three primary elements that the City of Wimberley should focus on for the next ten years regarding the Parks System: land acquisition, park development, and policy adoption. These themes address the goals and objectives, needs, and recommendations that have been identified throughout this plan. The following pages identify the recommended actions the City should pursue over the next ten years to enhance the quality of life for the residents of Wimberley through the Parks System.

Policies, Plans, and Studies

Objectives Achieved	Recommended Action	Term	Estimated Cost
1.1 5.1	Conduct an Aquatics Feasibility Report	Short-Term	\$30,000 - \$50,000
4.1	Develop Sign Design Standards	Short-Term	\$15,000 - \$20,000
5.1 & 5.4	Develop an Equipment Maintenance Policy	Short-Term	\$15,000 - \$20,000
1.1, 1.5, & 1.6 5.1 & 5.3	Conduct a Promotional Campaign	Short-Term	In-House
4.6 5.1	Adopt an Arbor Day Proclamation	Short-Term	In-House
1.7	Develop a Trails Master Plan	Short-Term	
1.5 & 1.7	Develop a Natural Resource Plan (Wildlife, Riparian, Resource, Fire, etc.)	Mid-Term	In-House
1.7	Adopt a Parks and Recreation Inclusion Policy	Mid-Term	In-House
1.5 & 1.7	Develop a Programming Plan for the Wimberley Community Center	Mid-Term	TBD

Recommendations are flexible and each action item should be evaluated and modified if necessary, prior to implementation.
Figure 40

Park Redevelopments

Objectives Achieved	Recommended Action	Term	Estimated Cost
1.3, 1.5, & 1.8	Develop TPWD Grant for Martha Knies Community Park	Short-Term	\$10,000 - \$15,000
1.1, 1.3, 1.5, 1.6, & 1.7 4.2, 4.3, 4.5, & 4.6 5.1, 5.2, & 5.3	Redevelop Martha Knies Community Park • Replace playgrounds • Update benches and picnic area • Expand restroom facility • Install water filling station • Install signage (wayfinding and interpretive) • Incorporate elements of music play • Construct public art • Install bike rack and repair station	Short-Term	\$1,000,000 - \$1,500,000
1.3, 1.5, & 1.8	Develop TPWD Grant for Sunrise Park	Mid-Term	In house, % based fee, or \$10,000 - \$15,000
1.3 & 1.6 2.1 & 2.3 3.1, 3.2, 3.3, & 3.5 4.2, 4.5, & 4.6 5.1	Redevelop Sunrise Park • Improve walkways to be ADA accessible • Implement native landscaping • Install public art • Install signage (interpretive) • Improve and enhance existing pavilions • Consider grilling stations	Mid-Term	\$100,000 - \$200,000
1.3, 1.5, & 1.8	Redevelop Wimberley Community Center	Mid-Term	TBD

Recommendations are flexible and each action item should be evaluated and modified if necessary, prior to implementation.
Figure 41

Park Enhancements

Objectives Achieved	Recommended Action	Term	Estimated Cost
1.3 3.5 4.5	Enhance Blue Hole Regional Park • Provide AED in closer proximity to the soccer fields • Provide water filling station • Install benches and picnic tables • Commission public art	Short-Term	\$20,000 - \$30,000
1.3, 1.5, & 1.8	Develop TPWD Grant for Cypress Creek Nature Trail & Preserve	Short-Term	In house, % based fee, or \$10,000 - \$15,000
1.3, 1.6, & 1.7 2.2, 2.3, & 2.5 3.2, 3.3, & 3.5 4.2, 4.5, & 4.6 5.1	Enhance Cypress Creek Nature Trail & Preserve • Consider boardwalks over lowlying areas • Install signage (entry, wayfinding, and interpretive) • Implement active wildlife management • Install public art	Short-Term	\$50,000 - \$100,000
1.1, 1.3, & 1.6 4.5 & 4.6	Enhance Old Baldy Park • Install public art • Install signage (interpretive) • Install benches and seating areas • Install viewing station (telescope)	Short-Term	\$15,000 - \$25,000
1.1, 1.3, 1.5, & 1.6 2.2 & 2.3 3.1, 3.2, 3.3, & 3.5 4.2, 4.5, & 4.6 5.1	Enhance Blue Hole Regional Park • Implement active habitat management and rewilding • Install signage (wayfinding) • Consider mountain bike trails • Install bike rack and repair stations • Upgrade existing trails • Conduct a species inventory	Mid-Term	\$75,000 - \$100,000

Objectives Achieved	Recommended Action	Term	Estimated Cost
1.3 & 1.6 4.2, 4.3, & 4.5	Enhance Oak Park & Welcome Center • Provide shade canopy • Install signage (interpretive)	Mid-Term	\$50,000 - \$75,000
1.3 & 1.6	Enhance Oak Park & Welcome Center • Install playground / climb equipment • Install signage (interpretive)	Long-Term	\$100,000 - \$120,000
1.3, 1.5, & 1.8	Develop TPWD Grant for Patsy Glenn Refuge	Long-Term	In house, % based fee, or \$10,000 - \$15,000
1.3 2.1 & 2.3 2.3 4.3	Enhance Patsy Glenn Refuge • Install public art • Implement active wildlife management and rewilding • Explore alternative trail materials • Install signage (interpretive)	Long-Term	\$250,000 - \$350,000

Recommendations are flexible and each action item should be evaluated and modified if necessary, prior to implementation.
Figure 42

New Parks

Objectives Achieved	Recommended Action	Term	Estimated Cost
1.2 & 1.5 2.1	Engage with Community Members to educate the importance of park land acquisition	Short-Term	N/A
1.2 2.1	Acquire Property (west of Ranch Road 12)	Mid-Term	Market Value
1.2 2.1	Acquire Property (along the Blanco River)	Mid-Term	Market Value
1.1, 1.2, 1.4, & 1.6 2.1, 2.2, & 2.4 3.1, 3.2, 3.3, 3.4, & 3.5 4.2, 4.3, 4.5, & 4.6	Develop a Neighborhood Park • Install playground / climb equipment • Construct trails • Install signage (wayfinding and interpretive) • Install shade structure • Install supporting facilities (benches, drinking fountains, etc.)	Long-Term	\$1,000,000 - \$1,500,000
1.1 & 1.4 2.3 & 2.5 4.6	Develop a New Park Along the Blanco River	Long-Term	TBD
1.4 3.1, 3.4, 3.7,	Develop new trails and pedestrian/bike bridges to improve connectivity	Long-Term	Market Value

Recommendations are flexible and each action item should be evaluated and modified if necessary, prior to implementation.
Figure 43



Funding Opportunities

The City of Wimberley has a variety of funding opportunities that can assist with the proposed projects in this plan. Funding sources typically fall within three different categories: Local Partnership Opportunities, Local City Funding, and State or Federal Funding. There may also be additional funding available which is not listed within this plan. It is imperative for the City of Wimberley to be proactive in the development of grant applications. TPWD grants are typically awarded one year after the submittal of the grant application.

Locally Generated Funds

GENERAL FUND - PAY AS YOU GO funds are typically used for smaller projects such as repairs and replacements to existing park facilities.

GENERAL OBLIGATION BONDS are issued by the city following an election in which the voters authorize their issuance for specific stated purposes, as well as the necessary tax increases to support them. These bonds pledge the property or ad valorem taxing power of the city.

CERTIFICATES OF OBLIGATION have basically the same effect as general obligation bonds except they do not require an election to authorize them. These certificates are issued on the authorization of the City Council. Repayment is based on the property taxing power of the city, utility system revenues, or a combination of the two.

PARK FEE ORDINANCE fees are imposed on developers when they bring new projects into the community. These fees are typically used to ensure that as more development comes to the City, more park land is acquired, developed, or improved. Many communities have specific ordinances that require developers to provide land for a park, cash in lieu of the required land, or park development.

USER FEES require the user of a facility to pay a fee for the use of the facility. Fees to be charged can be established to pay for debt service, maintenance, and operation of the Parks System.

PRIVATE OR CORPORATE DONATIONS from foundations, corporations, and/or private individuals are often used to acquire and develop parks. The city should continuously identify and pursue opportunities to receive such funding for parks. One avenue for receiving donations is through the use of the Texas Parks & Recreation Foundation. This foundation has been developed to help all communities in the State of Texas maximize the benefits of donations of land, property, and money.

DEBT ISSUANCE debt issued in the form of a bond to fund day-to-day obligations and capital projects.

State & Federal Funding

BOATING ACCESS GRANTS are intended for communities to assist in aquatic recreation, including construction of boat ramps and/or supporting facilities that assist with accessing the water. This grant requires a 25/75 match with a ceiling of \$200,000 for planning, design, and engineering and a \$1,000,000 ceiling for construction.

LOCAL PARKS SMALL COMMUNITY RECREATION GRANTS are intended for communities with a population less than 25,000 and can be used for the acquisition, development, or the renovation of parks and open spaces. This is a 50/50 matching grant with a ceiling of \$300,000.

LOCAL PARKS NON-URBAN OUTDOOR RECREATION GRANTS are intended for communities with a population of less than 500,000 and can be used for the acquisition, development, or the renovation of parks and open spaces. This is a 50/50 matching grant with a ceiling of \$750,000.

INDOOR RECREATION GRANTS are intended for communities with a population of less than 500,000 and can be used for the construction of recreation centers, local community centers, nature centers, and other applicable indoor facilities. This grant is a 50/50 matching grant with a ceiling of \$1,500,000.

COMMUNITY OUTDOOR OUTREACH PROGRAM (CO-OP) grants are primarily used to assist non-profits and local governments for recreational programming geared toward underserved populations. The intent of the funding is to introduce the importance of environmental education and conservation and provide TPWD mission oriented outdoor recreational activities. This grant is a TPWD Sponsored grant with a minimum funding requirement of \$5,000 and a ceiling of \$50,000.

RECREATIONAL TRAIL GRANTS are intended for both motorized and non-motorized recreational trail projects including new trail construction, existing trail improvements, acquisition of trail corridors, trailheads and/or amenities. This program is funded by the Federal Highway Administration and administered by the Texas Parks and Wildlife Department. This is an 80/20 matching grant with 80 percent of the project being funded through TPWD. There is a ceiling of \$600,000 for motorized (off-highway vehicle) trails, and \$300,000 for non-motorized trails.

TXDOT SAFE ROUTES TO SCHOOL INFRASTRUCTURE (SRTS) PROGRAM is a federal grant with no local matching required, administered by the Texas Department of Transportation (TxDOT). The purpose of the SRTS program is to encourage safe bicycling and walking among schoolchildren. These proposals can be located anywhere in Texas, regardless of the population size. The SRTS projects must be planned to be within public right-of-way within 2 miles of a public, charter, or private school serving K-8th grade students. The types of projects typically funded include bicycle infrastructure improvements, shared use paths, sidewalk improvements

and infrastructure-related projects to improve safety for non-motorized transportation.

LAND & WATER CONSERVATION FUND (LWCF) GRANTS are federally funded and administered through TPWD through the Texas Recreation Park Account. Note: If a City applies for an Outdoor Grant, Small Community Grant, or Indoor Recreation Grant, TPWD may choose to fund a successful project directly through LWCF with no additional or separate application.

NATIONAL PARK SERVICE (NPS PROGRAMS) are primarily used for parks and recreational opportunities and consist of LWCF & Urban Park and Recreation Recovery Act (UPARR) dollars. The United States Congress appropriates funds to each state.

PERDENALES ELECTRIC COOPERATIVE INC. offers grants up to \$5,000 for capital improvements, technology, and equipment related to energy efficiency.

LOWER COLORADO RIVER AUTHORITY provides grant opportunities up to \$50,000 for building, renovating, or purchasing equipment that is available to the community and improves capital asset.

KEEP TEXAS BEAUTIFUL offers several grants targeted at improving the environment including improving waterways & water quality, wildlife/species protection, and recycling.

GOVERNOR’S COMMUNITY ACHIEVEMENT AWARDS provides funding to communities that have achieved exceptional work through community leadership and coordination, public awareness and outreach, environmental education and youth engagement, beautification and community improvement, litter prevention and cleanup, solid waste management, and litter law and illegal dumping enforcement.



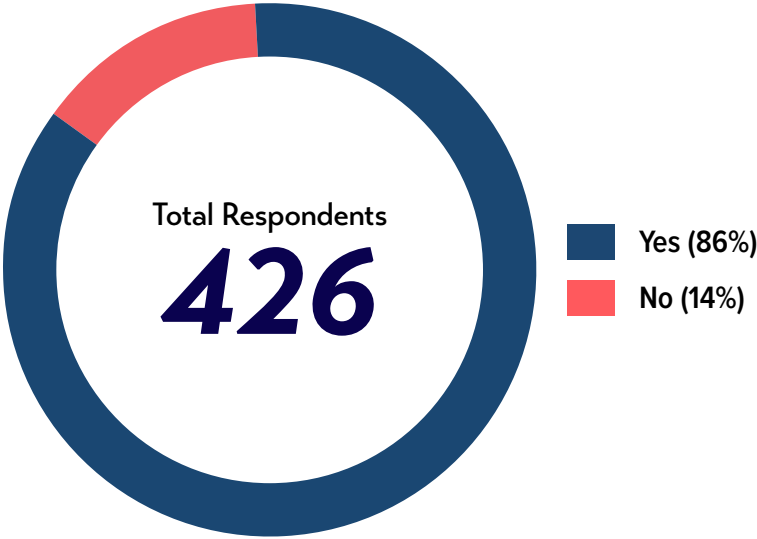
Chapter 10

Appendix

Community Survey

The City of Wimberley conducted a community survey to get a general understanding of what recreational opportunities the community likes and what they would like added. There were 426 survey responses collected.

Do you have a ZIP Code of 78676?



Resident vs. Non-Residents

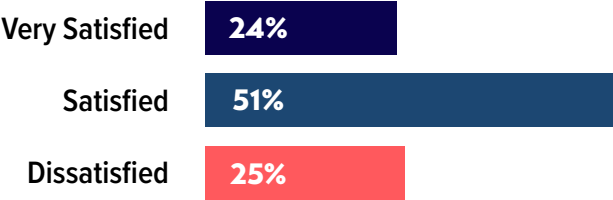
Community members were asked if they were residents of Wimberley or visiting. For the survey, residents were classified as those within the 78676 ZIP code. Resident respondents accounted for approximately 86% of the survey responses.



Quality of Parks and Recreation

Community members were asked about their satisfaction with the quality of parks and recreation opportunities provided by the Wimberley Parks and Recreation Department. The majority of resident respondents (75%) were satisfied or very satisfied with the quality, however it is important to note that a quarter of respondents (25%) stated they were dissatisfied with the quality.

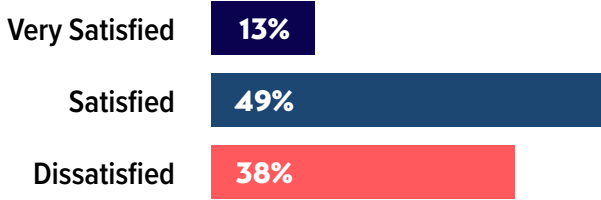
Overall, how would you rate the QUALITY of parks and recreational opportunities in the City of Wimberley?



Quantity of Parks and Recreation

Community members were asked about their satisfaction with the quantity of parks and recreation opportunities provided by the Wimberley Parks and Recreation Department. A slight majority of respondents (62%) stated they were satisfied or very satisfied with the quantity of parks and recreation opportunities, while more than a third of resident respondents (38%) stated they were dissatisfied with the number of parks and recreation opportunities.

Overall, how would you rate the QUANTITY of parks and recreational opportunities in the City of Wimberley?

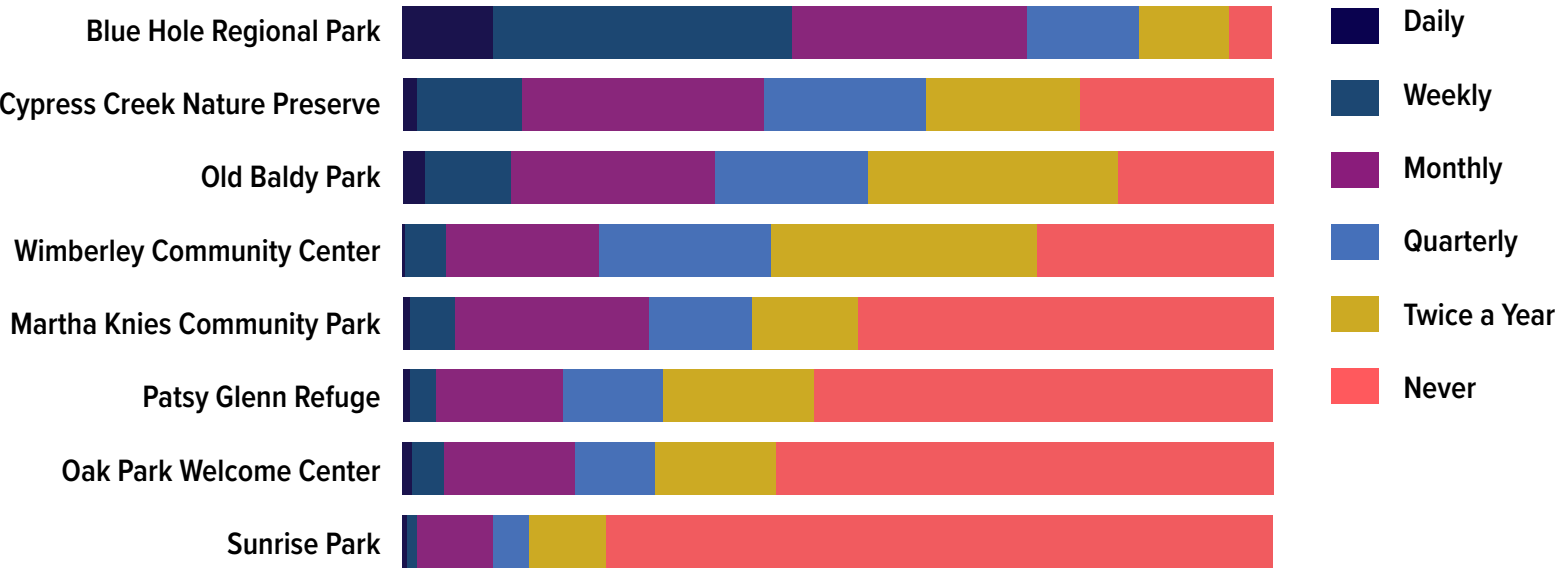


quality & quantity

Frequency of Park Visits

Community members were asked about the frequency someone in their household visits a Wimberley park facility. Blue Hole Regional Park was the most frequently visited facility, with 45% of resident respondents visiting the park at least weekly, and 72% visiting the park at least monthly. Sunshine Park was the least frequented park with 77% of respondents never visiting the facility.

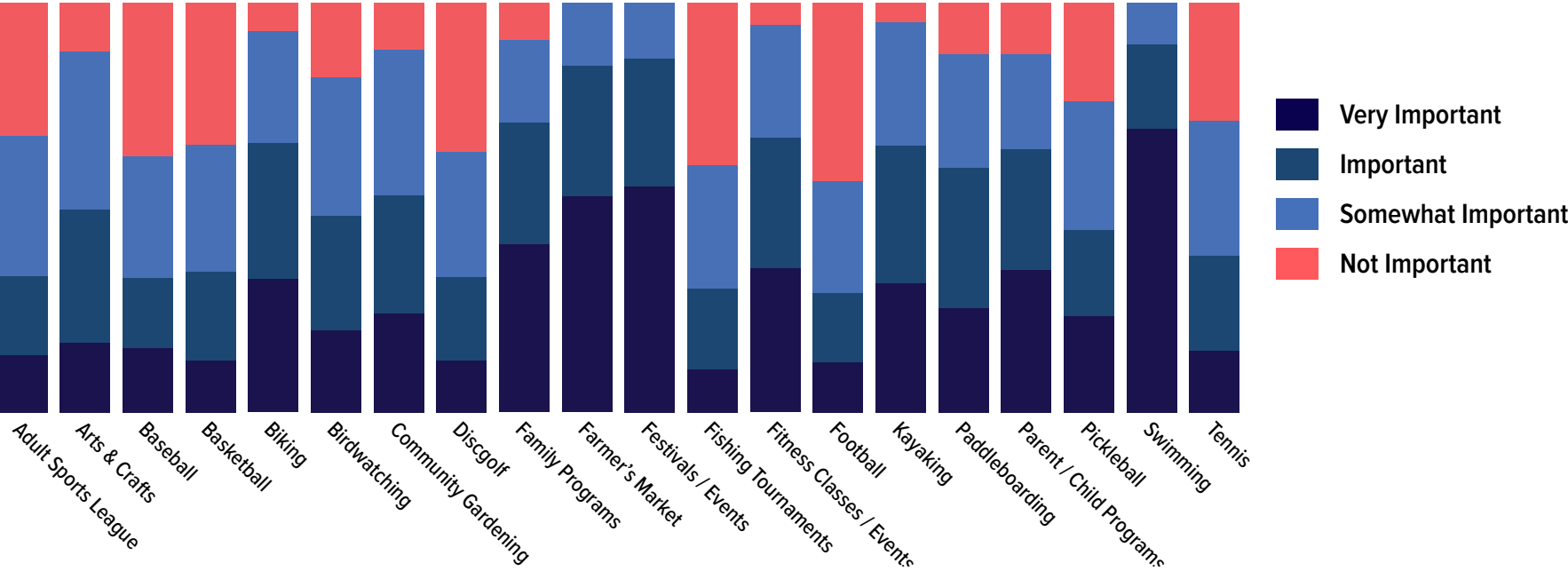
Within the past year, how often have you or someone from your household visited the parks below?



Recreational Activity Importance

Community members were asked about the importance of recreational activities to someone in their household. The three most important recreational activities to resident respondents included swimming, festivals/ events, and a farmer’s market. The least important activities included football, fishing tournaments, and baseball.

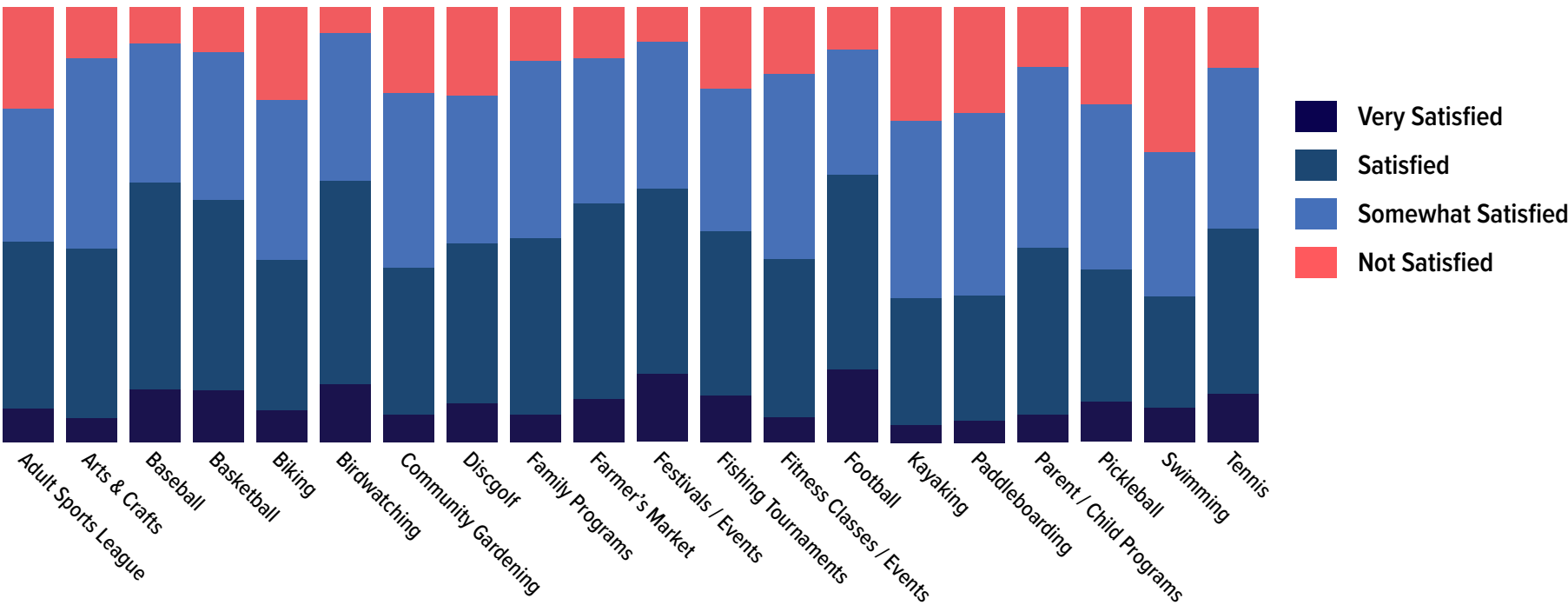
How important are the following RECREATIONAL ACTIVITIES to you or someone in your household?



Recreational Activity Satisfaction

Community members were asked about their satisfaction with the number of opportunities to participate in these recreational activities. The three activities the resident respondents were least satisfied with included swimming, kayaking, and paddleboarding, while the three most satisfied activities included football, festival and events, and birdwatching.

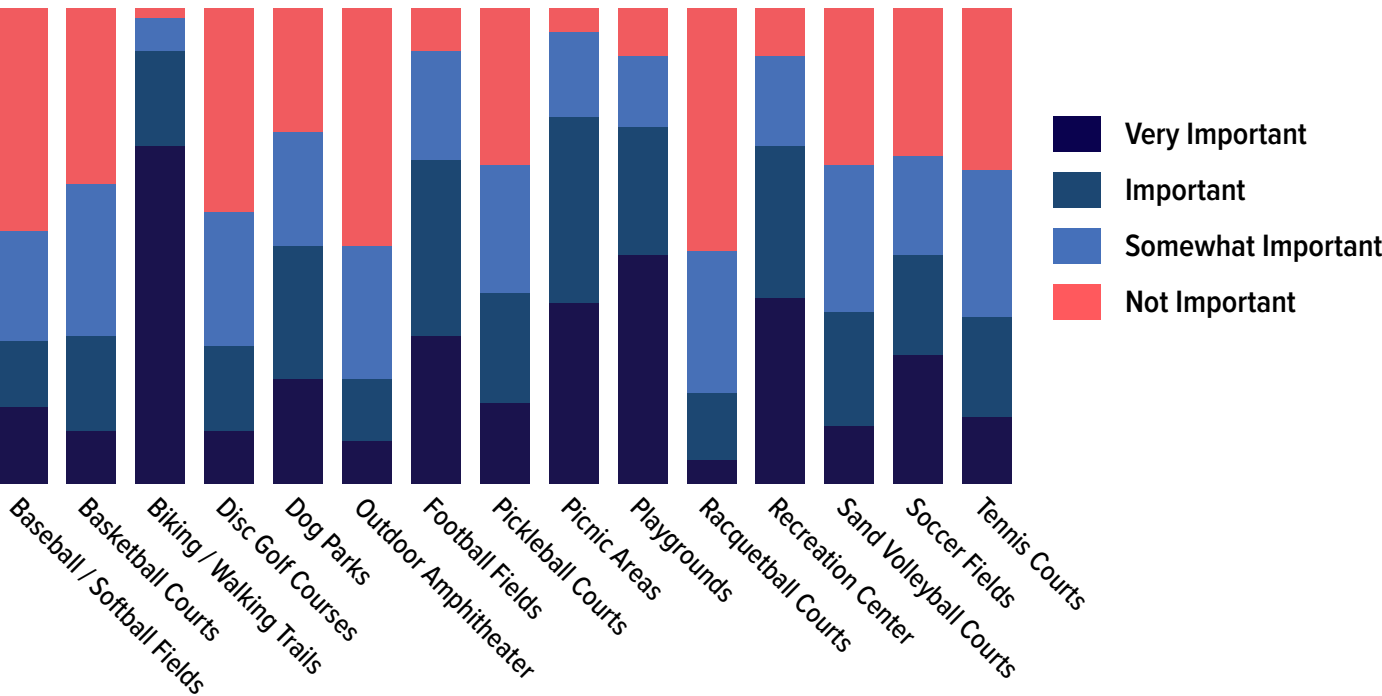
How satisfied are you or someone in your household with the QUANTITY of the following recreational activities in the City of Wimberley?



Recreational Amenity Importance

Community members were asked about the importance of recreational amenities. Based on the resident responses, the three most important amenities included biking and walking trails, picnic areas, and playgrounds.

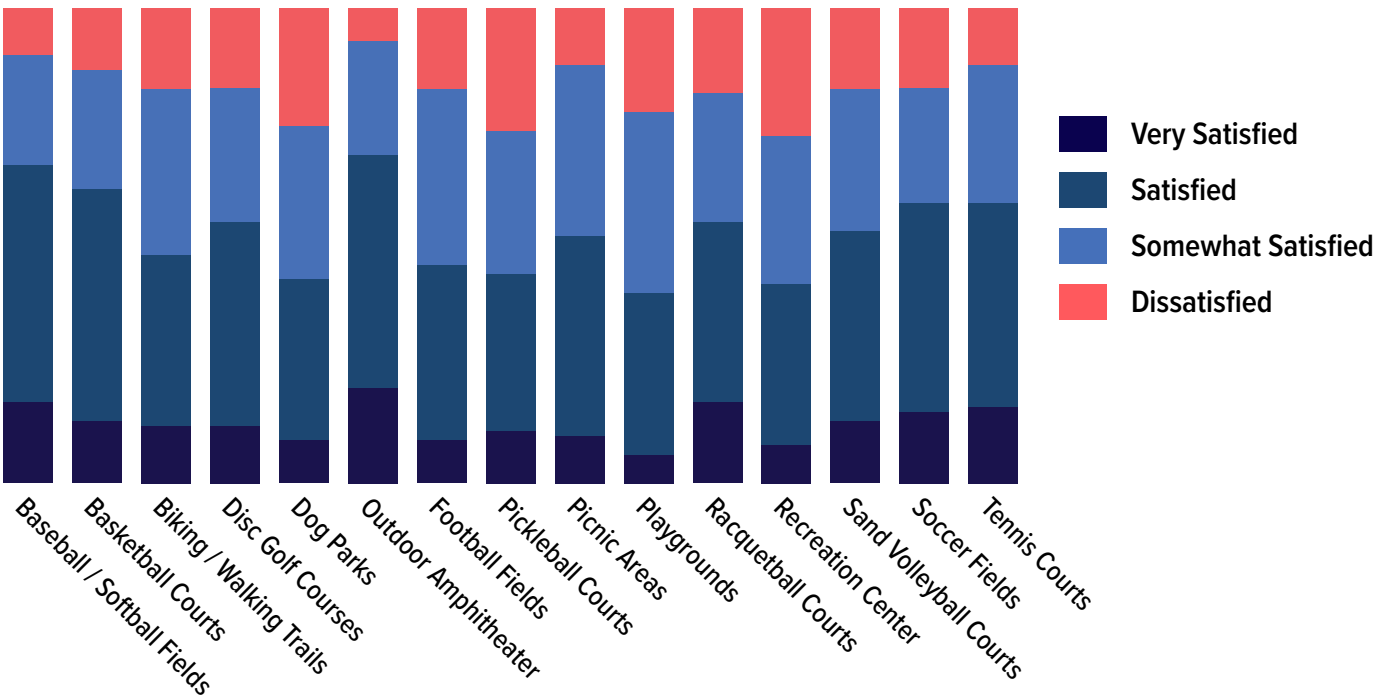
How important are the following AMENITIES to you or someone in your household?



Recreational Amenity Satisfaction

Community members were asked to rank their satisfaction with the number of amenities provided to them. The survey responses noted the amenities with the highest amount of satisfaction included outdoor amphitheaters, tennis courts, baseball/softball fields, and soccer fields.

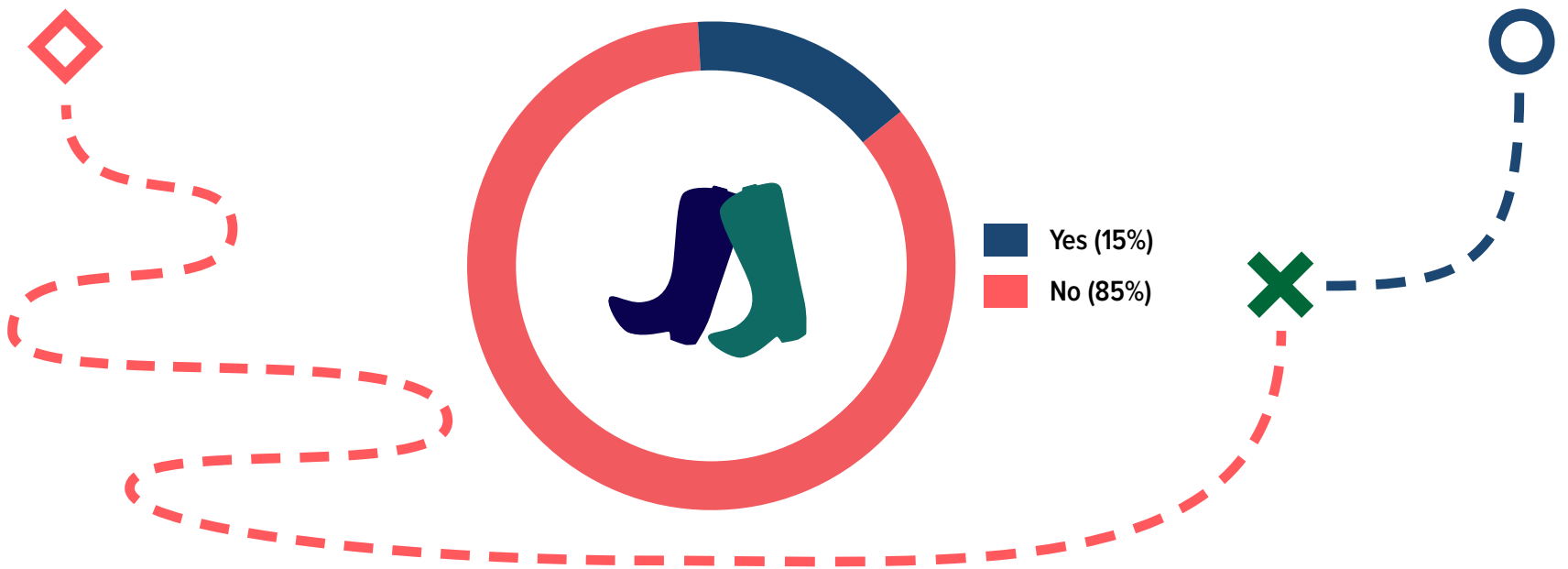
How satisfied are you or someone in your household with the QUANTITY of the following amenities in the City of Wimberley?



Walkability

Residents were asked whether they could safely and reasonably walk to a public park within a 10-minute walk from their household, which only 15% of residents stated they could.

Can you safely and reasonably walk to a City of Wimberley park within 10 minutes from your home?



Funding Categories

Residents were asked how the Wimberley Parks and Recreation Department should prioritize funding. The top three responses included acquisition of new parkland, improvement of existing parkland, and access.

How should the Wimberley Parks & Recreation Department prioritize park funding?

- #1 Acquisition of new parkland
- #2 Improvement of existing parkland
- #3 Access
- #4 Maintenance of existing parkland
- #5 Development of best environmental practices
- #6 Community events, programming, and engagement
- #7 Safety



Funding Elements

Community members were asked how the Wimberley Parks and Recreation Department should prioritize funding specific amenities. The top three responses included hiking trails and trail connections, shade, and the acquisition of new parkland.

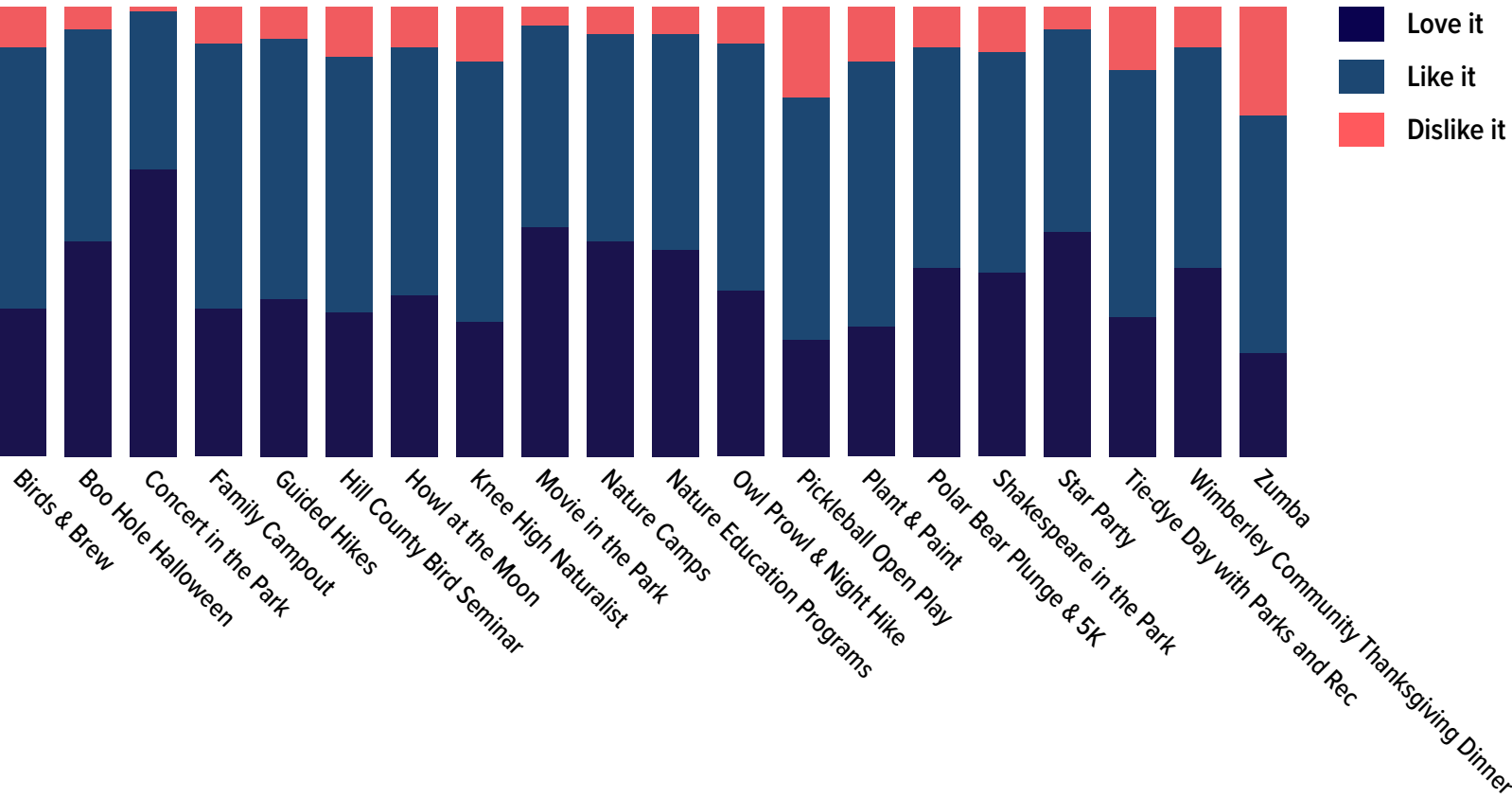
How important is it to you for the City of Wimberley to prioritize funding for...

- | | |
|---|--|
| 1. Hiking trails & Trail Connections | 11. Blue Hole Regional Park Amenities |
| 2. Shade | 13. Mountain Bike Trails |
| 3. Acquire Land for New Parks | 13. Benches / Seating Areas |
| 4. Maintenance of Existing Parks | 14. Sport Courts |
| 5. Increase the Amount of Open Space / Natural Area | 15. Sport Fields |
| 6. Best Environmental Practices | 16. Public Art |
| 7. Improve Existing Parks | 17. Dog Parks |
| 8. Events and Programs | 18. Picnic Areas |
| 9. Playgrounds | 19. Disc Golf Course |
| 10. Upgrade Trails | 20. Cabanas at Blue Hole Regional Park |

Programming Satisfisfaction

Community members were asked about their satisfaction with the programs provided by the Wimberley Parks and Recreation Department. The resident respondents stated an overwhelming amount of support for these programs. The most popular programs included Concert in the Park, Movie in the Park, and Star Party.

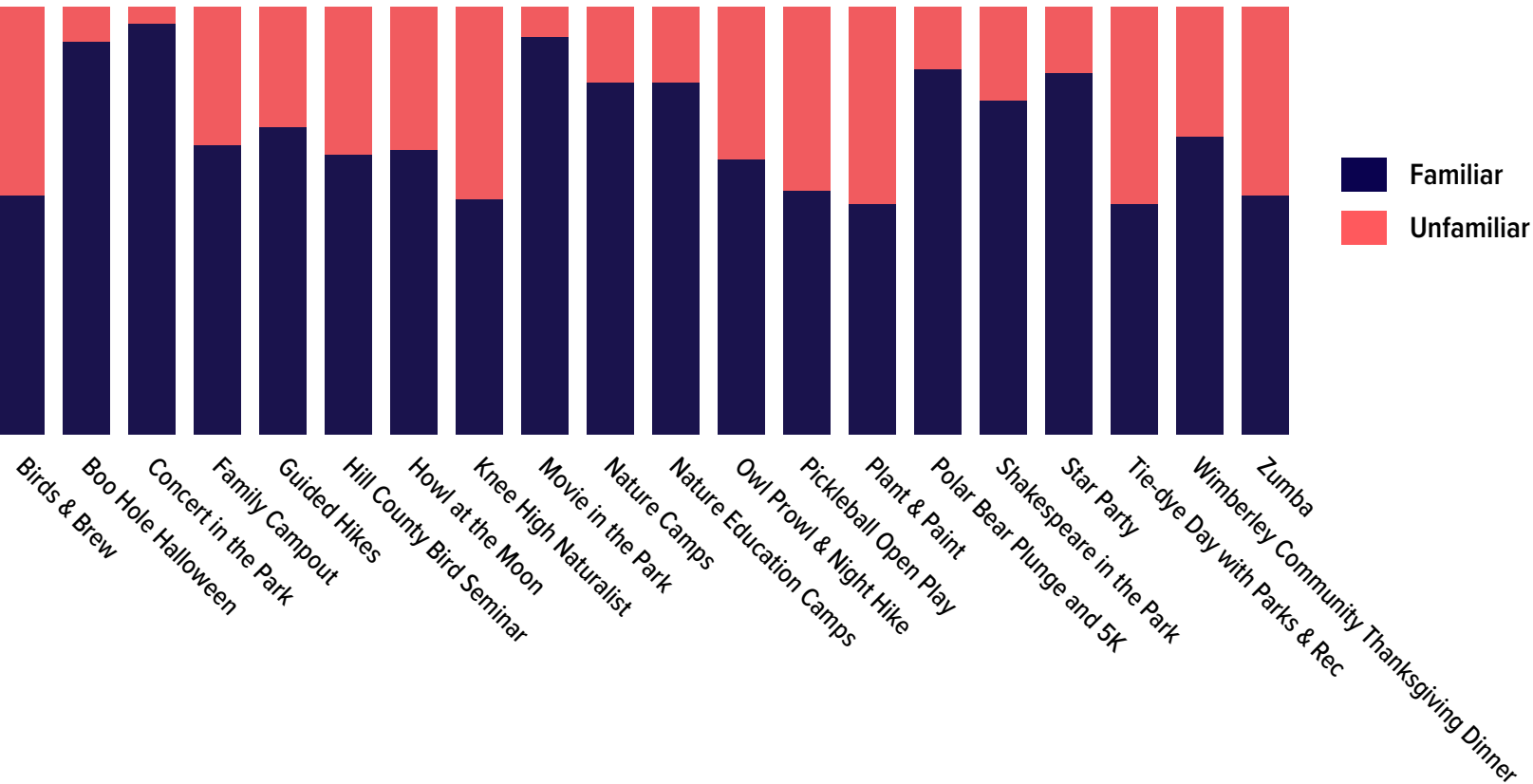
How do you feel about the following programs offered by the Wimberley Parks and Recreation Department?



Programming Awareness

Community members were asked about their familiarity with programs offered by the Wimberley Parks and Recreation Department. The programs the resident respondents are the most unfamiliar with include Tie-dye Day with Parks & Rec, Plant & Paint, and Knee High Naturalist.

How do you feel about the following programs offered by the Wimberley Parks and Recreation Department?



New Programming

Community members were asked about the new programming desired by the residents, and the most desired programs included swimming, yoga, pickleball, and concerts.

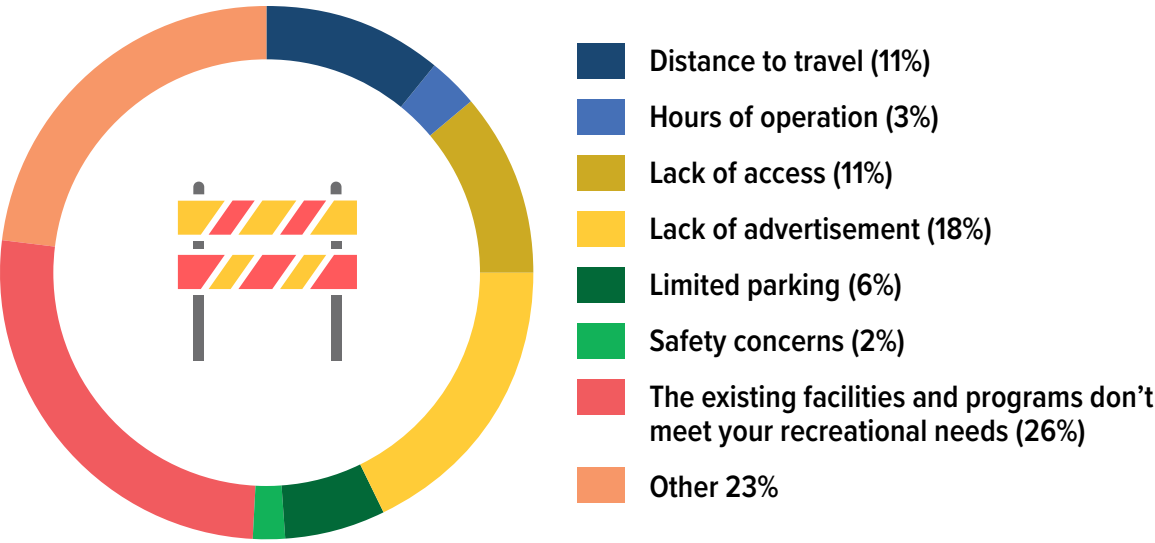
Are there any programs or special events you would like the Wimberley Parks and Recreation Department to offer?



Park Barriers

Community members were asked about the barriers to the Parks System. The most common barriers for resident respondents included the existing facilities and programs did not meet their needs and the lack of advertising.

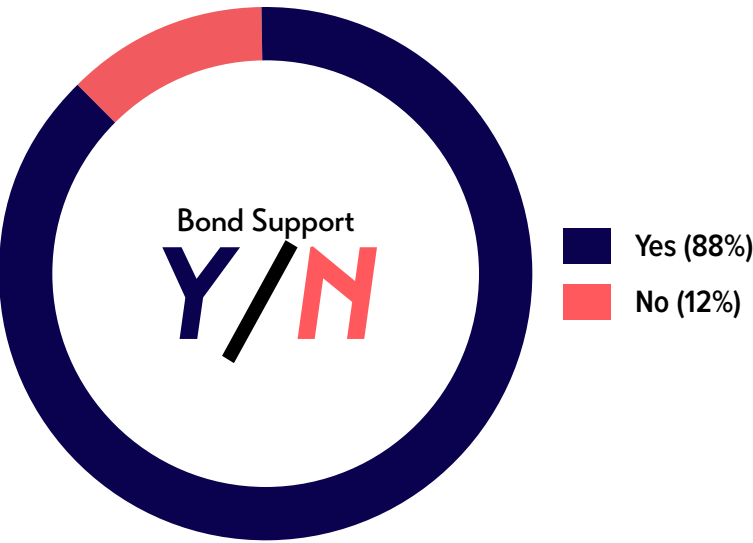
What is the biggest BARRIER preventing you from utilizing the Wimberley Park System more?



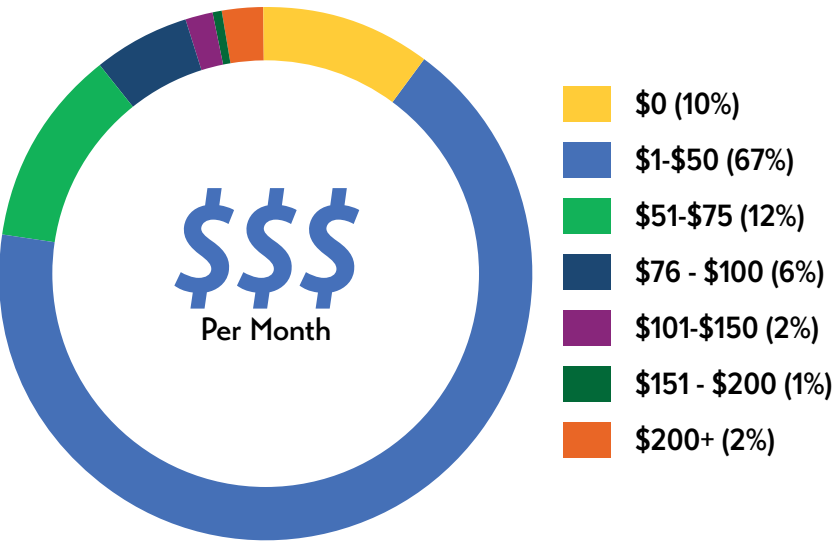
Bonds

Community members were asked about their support for a bond to fund park projects. The majority of resident respondents (88%) stated they would support the passing of a bond for the acquisition, improvement, and maintenance of the Parks System. Additionally, a majority of residents (67%) stated they would be willing to contribute from \$1.00 - \$50.00 monthly for the bond.

Would you be in support of a bond to increase the Wimberley Parks and Recreation Department funding?



If the City of Wimberley were to pass a bond for the acquisition, improvement, and maintenance of the park system, how much would you be willing to spend PER MONTH?

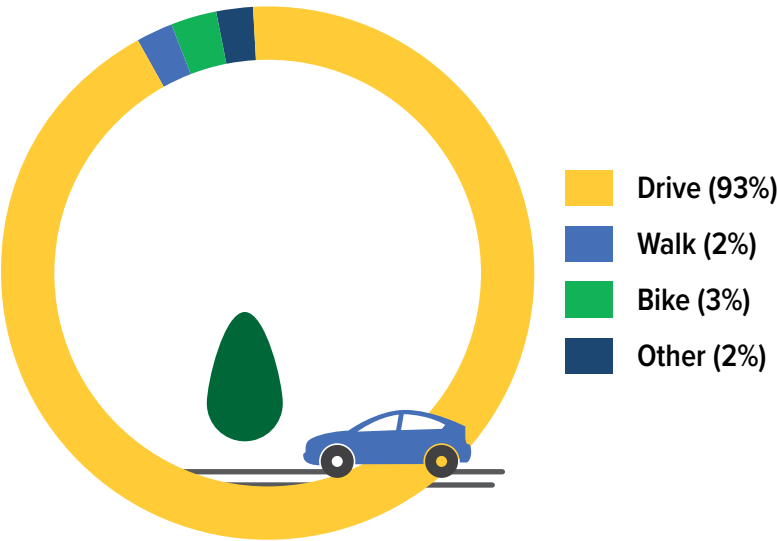


money matters

Method of Transportation

Community members were asked about their transportation to the Parks System. The majority of resident respondents (93%) stated they drive to the Parks System.

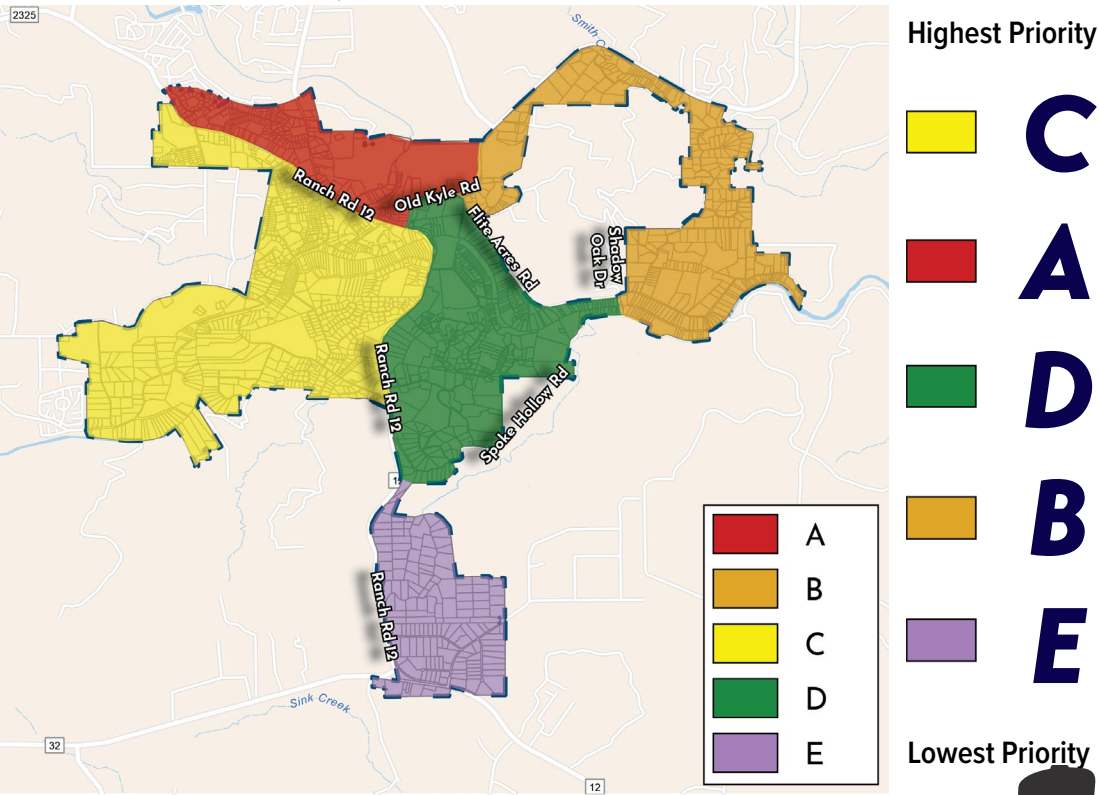
How do you typically get to a Wimberley park?



Future Park Locations

Community members were asked about locations for new parkland. The most frequent responses included future parkland west of Ranch Road 12, as well as north of Ranch Road 12 and Old Kyle Road. This does not mean the City should not look at parkland elsewhere when available, however these two regions were identified as where the community would most like a new park.

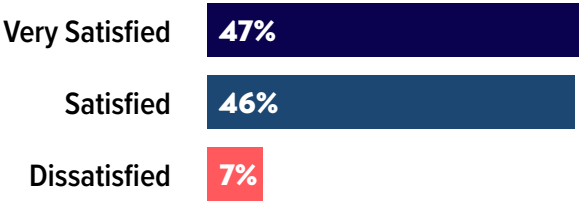
Rank the locations of where you would like a future park.



Park Signage

Residents were asked how the City of Wimberley could improve park signage. The survey responses noted more signage, signage for wayfinding / directional purposes, increased visibility, and markers along the trails as improvement.

How would you rate park signage (directional and educational)?



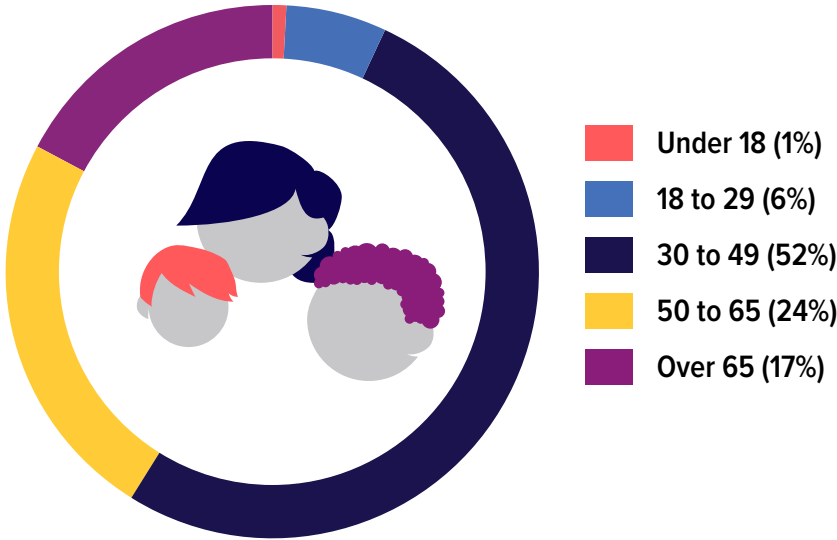
If satisfied or dissatisfied, what could be improved?



Respondent Age

Community members were asked about signage. The majority of resident respondents (93%) stated they were satisfied or very satisfied with the existing signage. Resident respondents stated they would like more signage, directional and wayfinding signage, increased visibility of the signage, and markers along the trails.

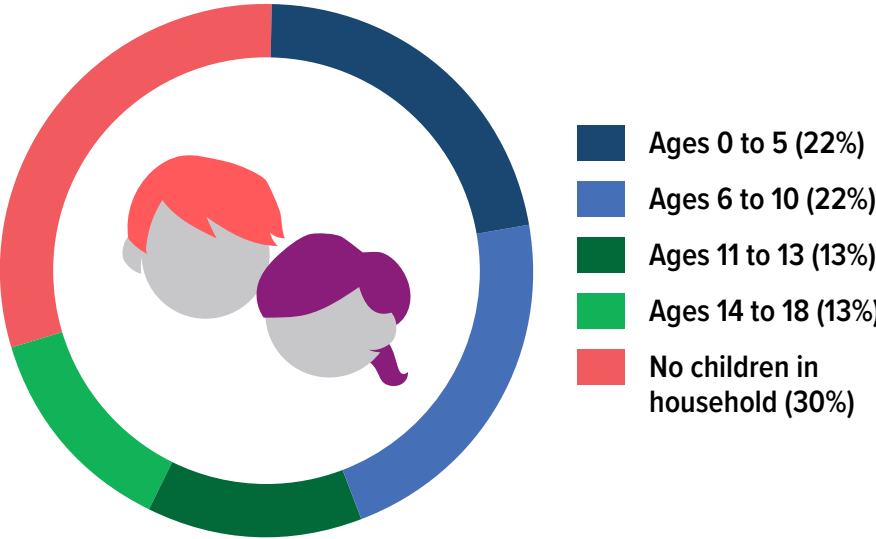
What is your age?



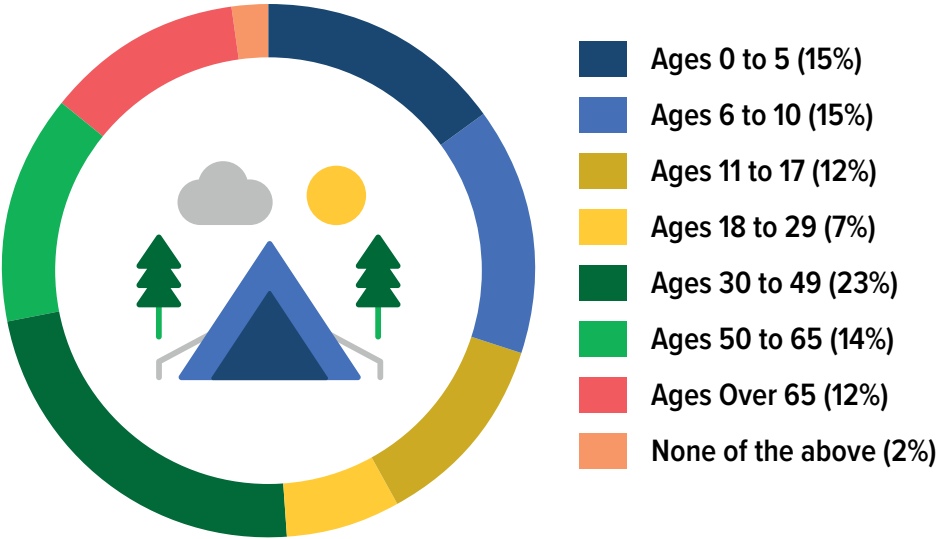
Youth Groups

Community members were asked about the youth age groups that were present in their household. Although no age group had a majority of the responses, the most prevalent responses included: no children in the household (30%), 0 to 5 (22%), and 6 - 10 (22%). It was also important to note the age groups that would be interested in programming. The age groups with the most interest in programming include: 30 to 49, 6 to 10, and 0 to 5.

Which youth age groups are represented in your household?
(Select all that apply)



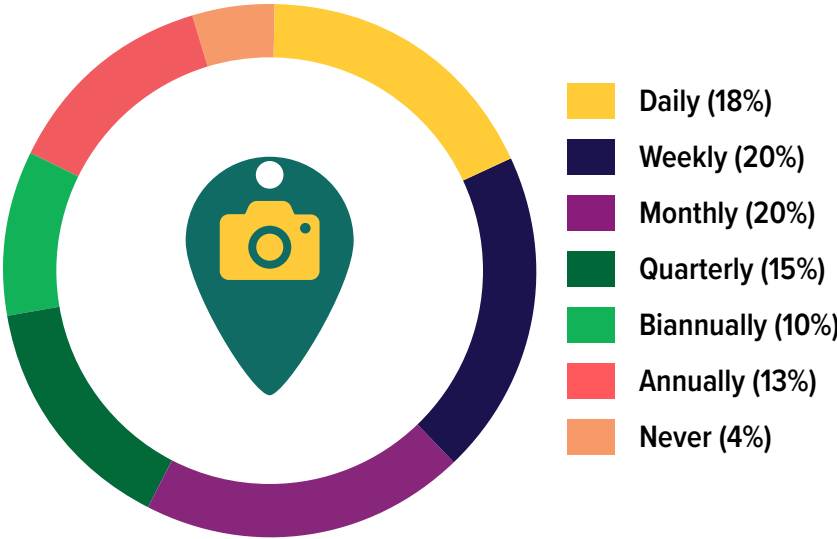
Which age groups in your household would be interested in participating in a City of Wimberley recreation or leisure program? (Select all that apply)



Frequency of Visits

Visitors were asked about their frequency of usage of the Wimberley Parks System. A little over a third of all respondents (38%) stated they visit a Wimberley Park at least once a week, and over half (58%) stated they visit one at least monthly.

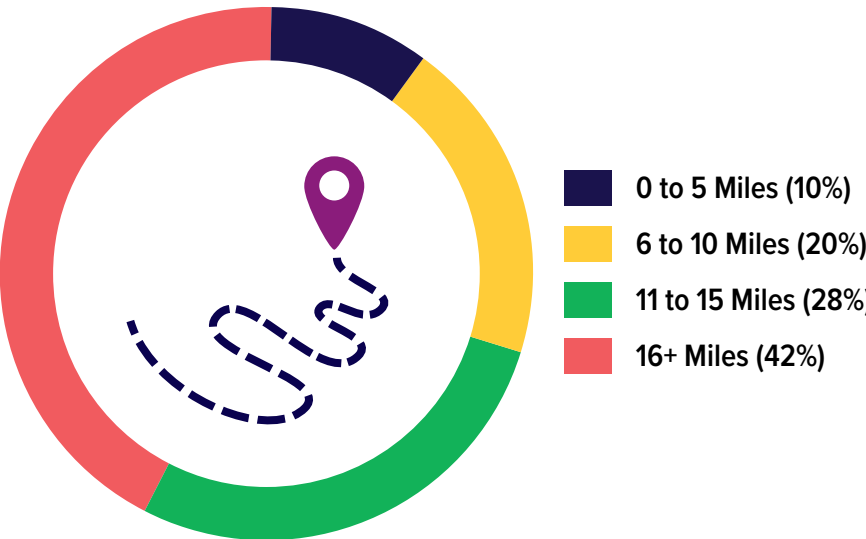
How frequently do you visit a Wimberley park?



Travel Distance

Visitors were asked about the length of distance they travel to utilize the Wimberley Parks System. While there wasn't a majority of people residing at one specific distance from Wimberley, the most respondents (42%) of the respondents stated they lived 16+ miles away.

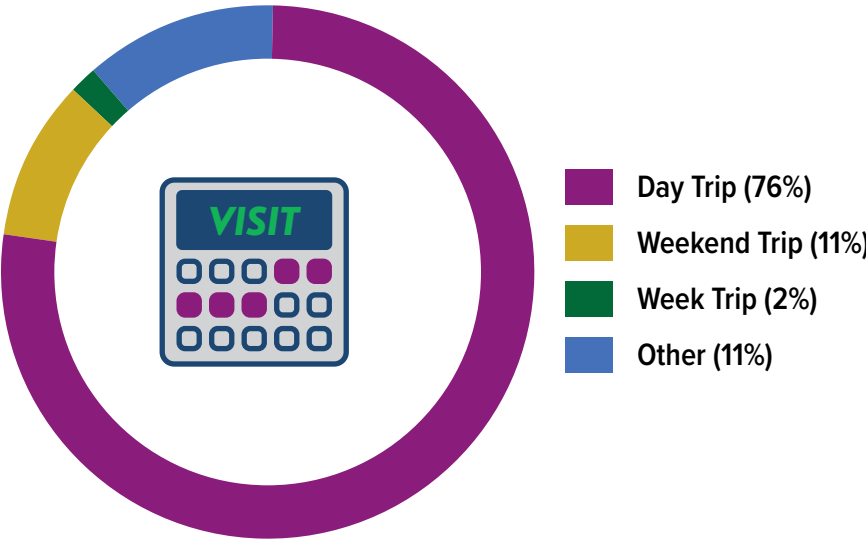
How far do you travel to visit Wimberley?



Length of Stay

Visitors were asked about the length of their stay in Wimberley. An overwhelming amount of respondents (76%) stated they visit Wimberley just for the day. Day tourists have different needs than tourists staying for a couple of days, as they can recreate, dine, and shop but do not require housing.

When you travel to Wimberley, how long do you typically stay?



Purpose for Visiting

Visitors were asked about the recreational amenities that bring them to Wimberley. The most common responses included swimming, hiking, and Blue Hole Regional Park.

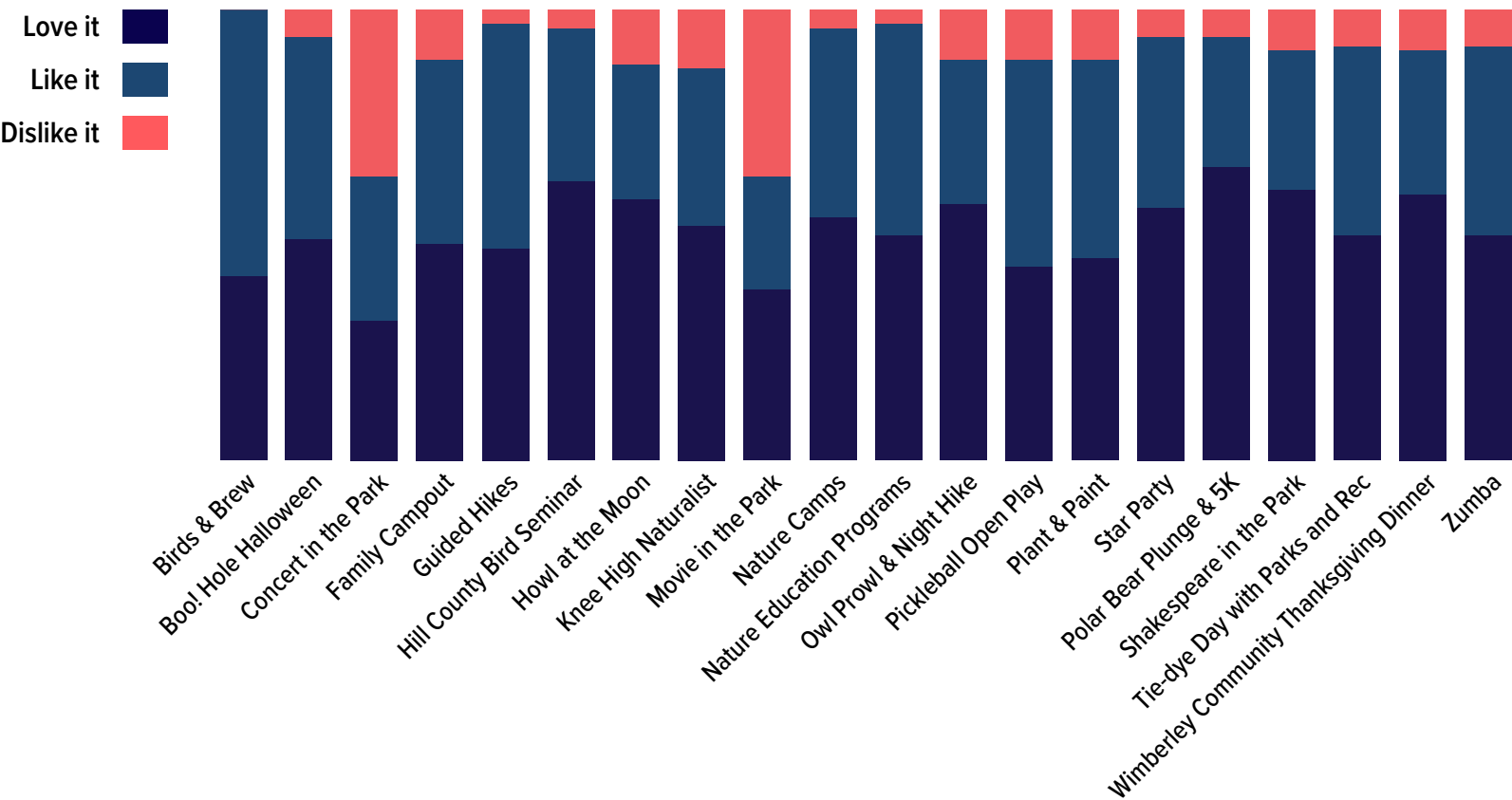
What recreational amenities bring you to Wimberley?



Programming Satisfaction

Visitors were asked about their satisfaction with the programs provided by the Wimberley Parks and Recreation Department. The least popular programs included Concert in the Park, Movie in the Park, and Knee High Naturalist.

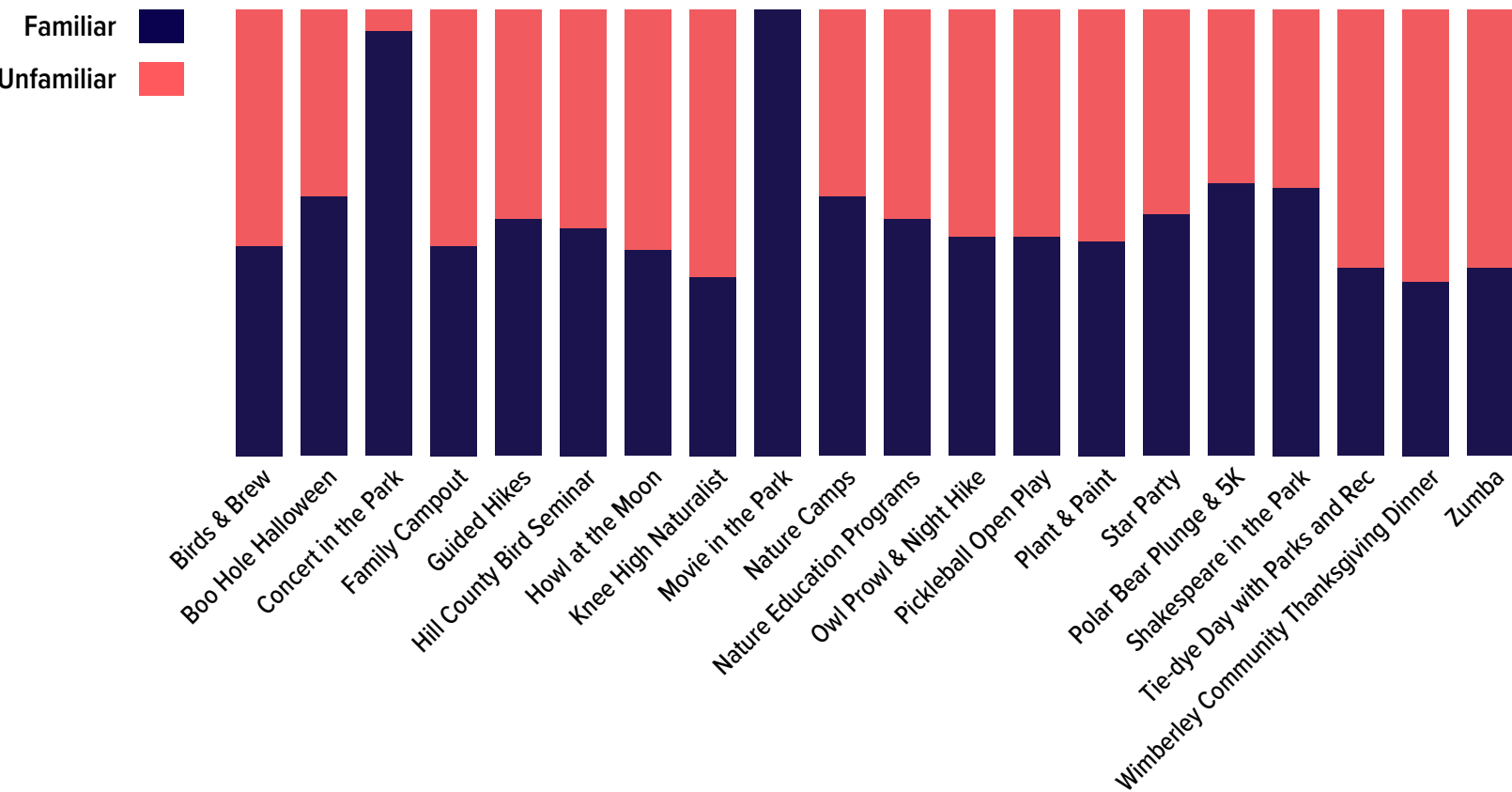
How do you feel about the following programs offered by the Wimberley Parks and Recreation Department?



Programming Awareness

Visitors were asked about their familiarity with the programs offered by the Wimberley Parks and Recreation Department. The programs the visitor respondents were the most unfamiliar with included Howl at the Moon, Tie-dye Day with Parks and Rec, and Zumba.

How do you feel about the following programs offered by the Wimberley Parks and Recreation Department?



New Desired Programming

Visitors were asked about the new programs that they would like offered by the Wimberley Parks and Recreation Department. The most desired programs included guided hikes, family-friendly events, cookoffs, and sporting events.

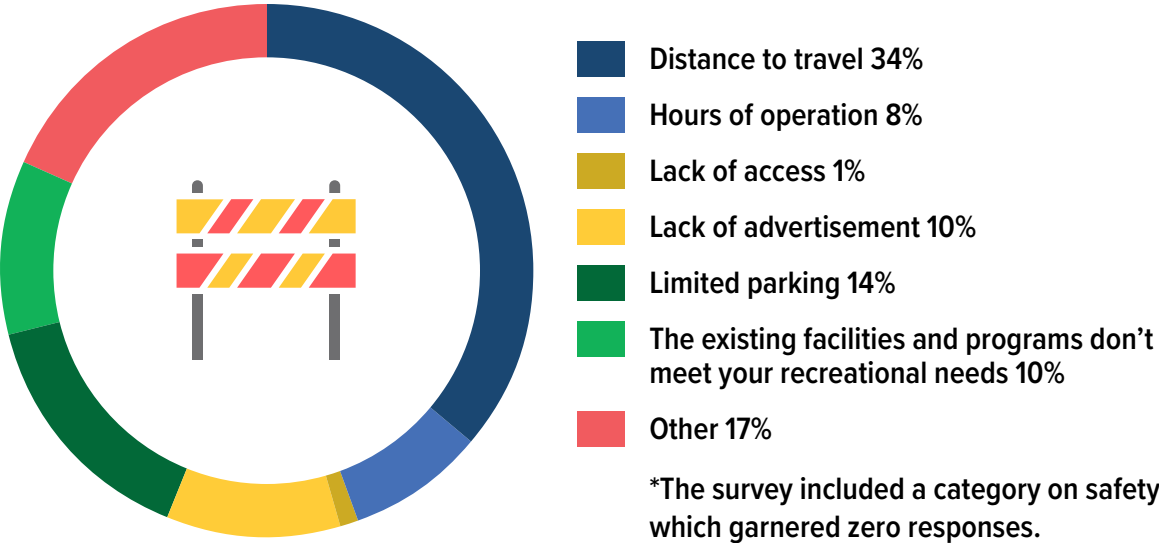
Are there any programs or special events you would like the Wimberley Parks and Recreation Department to offer?



Park Barriers

Visitors were asked about the barriers to the Wimberley Parks System. The most common barriers identified by the visitor respondents included the distance they had to travel as well as parking concerns.

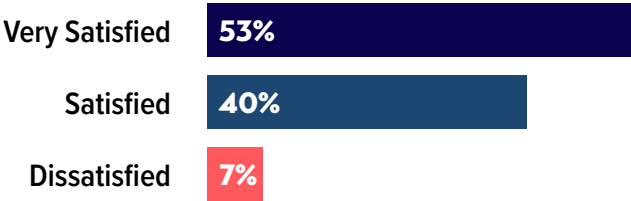
What is the biggest BARRIER preventing you from utilizing the Wimberley Park System more?



Park Signage

Visitors were asked about their satisfaction with the current signage. The visitor respondents primarily (93%) stated they were satisfied or very satisfied with existing signage.

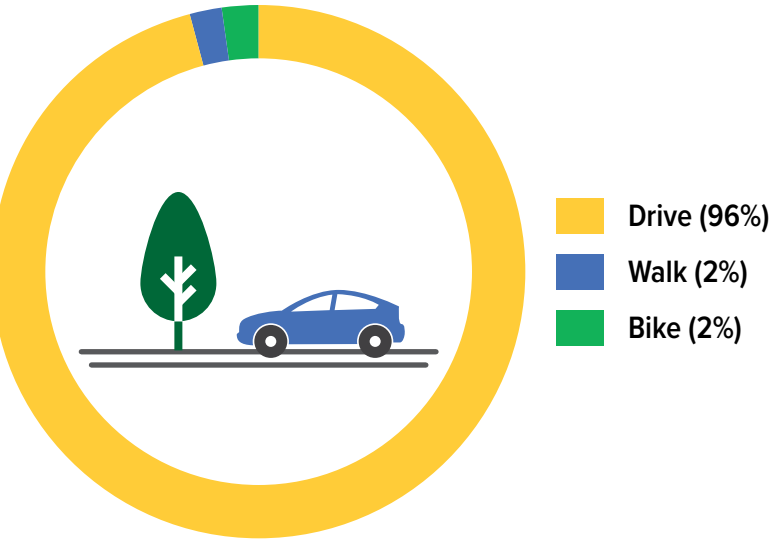
How would you rate park signage (directional and educational)?



Method of Transportation

Visitors were asked about their transportation to the Parks System. The majority of visitor respondents (96%) stated they drive to a park facility.

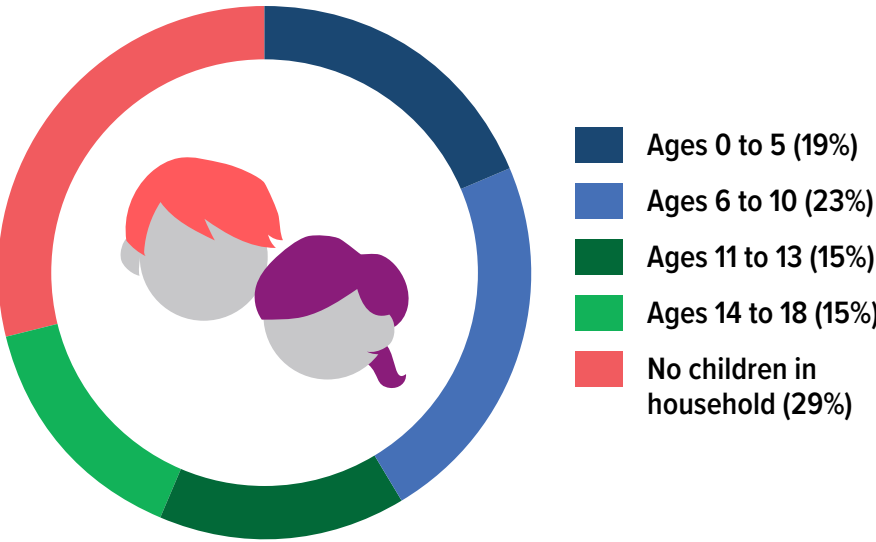
How do you typically get to a Wimberley park?



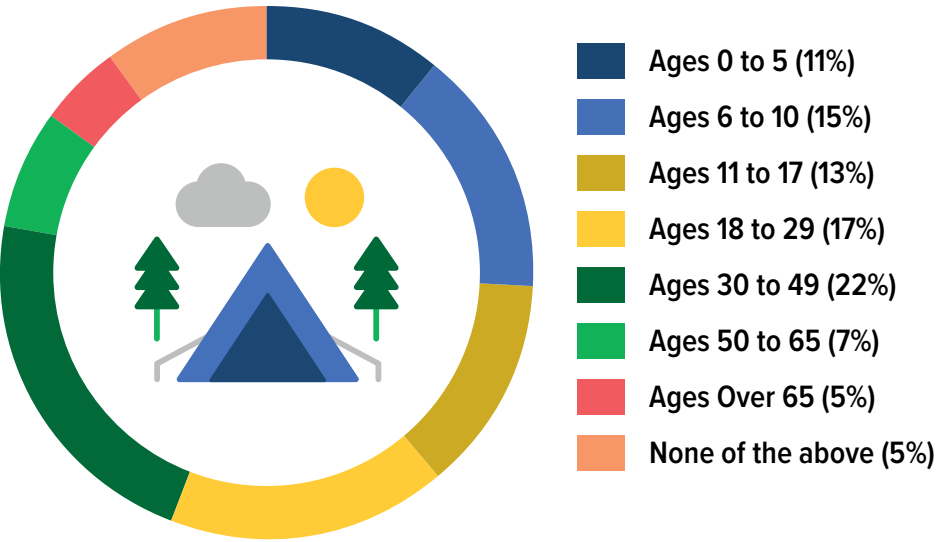
Youth Groups

Visitors were asked about the age groups that were present in their household. Although no age group had a majority of the responses, the most prevalent responses included no children (29%), 6 to 10 years (23%), and 0 to 5 years (19%).

Which youth age groups are represented in your household?
(Select all that apply)



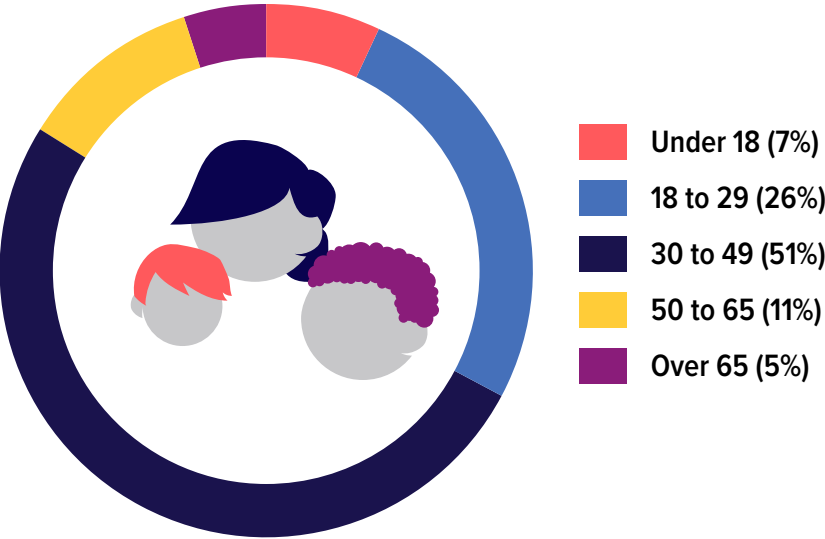
Which age groups in your household would be interested in participating in a City of Wimberley recreation or leisure program? (Select all that apply)



Respondent Age

Visitors were asked about their age when taking the survey to determine if the survey was representative of the community. Although no age groups consisted of a majority of the responses, the most common responses were 30 to 49 years (22%), 18 to 29 (17%), and 6 to 10 (15%).

What is your age?



ZIP Code

Visitors were asked about their ZIP code. The two most frequently responded ZIP codes included San Marcos (78666) and Driftwood (78619).

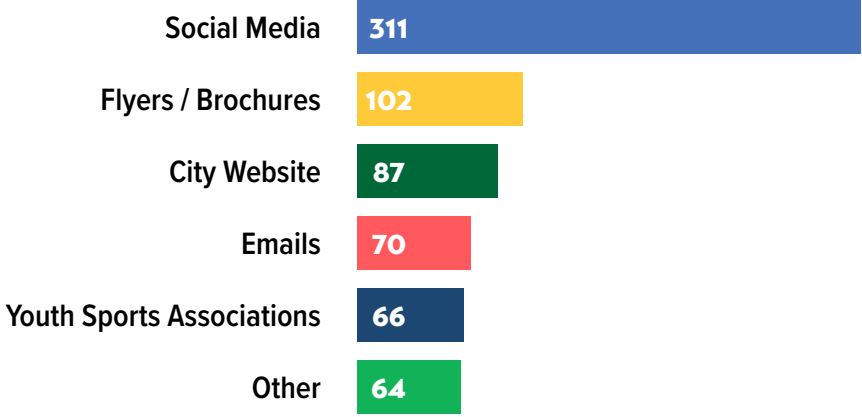
What is your ZIP code?



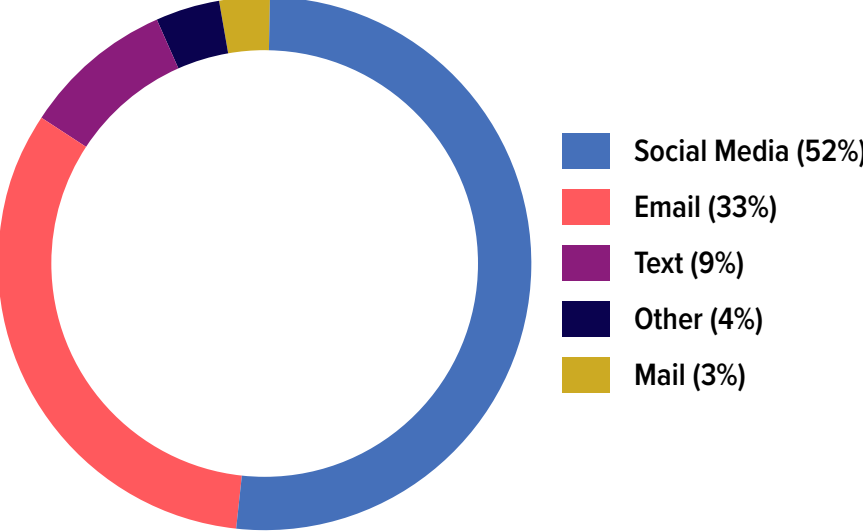
Promotion

Community members were asked about the promotion and advertisement of the Parks System. The resident and visitor respondents stated they primarily hear about news of Wimberley parks and programs from social media.

How do you find out about parks, recreation facilities, and recreation programs in Wimberley? (Select all that apply)



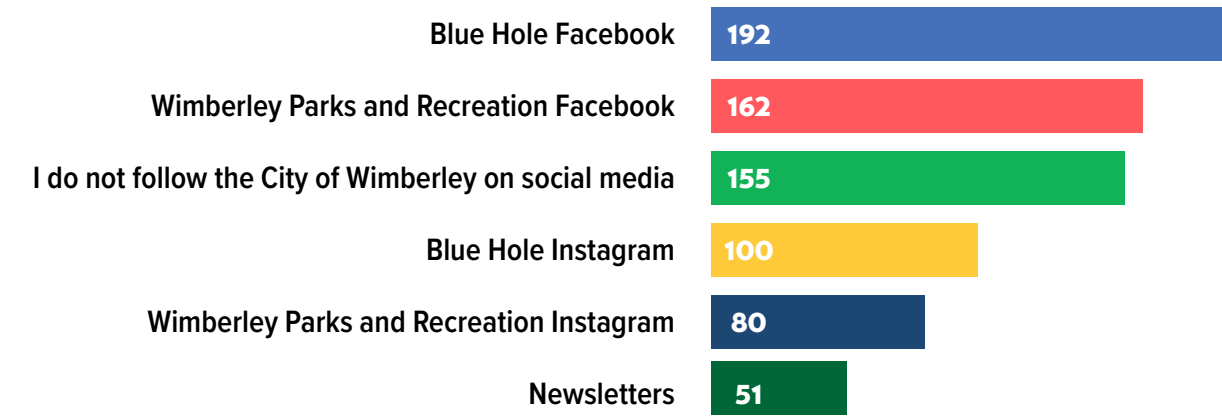
Which communication channels do you prefer for receiving information about park updates, events and activities?



Social Media

Community members were asked about the social media pages they follow for the Wimberley Parks System. The Blue Hole Facebook page was the most common response (45% of all respondents) and then the Wimberley Parks and Recreation Facebook page (38% of all respondents). It is important to note that more than a third of resident and visitor respondents (36%) stated they do not follow the City of Wimberley on social media.

Do you follow the City of Wimberley Parks and Recreation Department on social media? (Select all that apply)



Promotion Enhancements

Community members were asked about improvements to the promotion of the Wimberley Parks System. The most frequent responses included more social media posts, advertising, and a monthly calendar/newsletter.

What can we do to better promote our parks?





WIMBERLEY
PARKS AND RECREATION





AGENDA ITEM:	2. Presentation regarding a contaminate spill at Cypress Creek Nature Preserve – Michael Creecy
SUBMITTED BY:	
DATE SUBMITTED:	05/02/2024
MEETING DATE:	May 8, 2024

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	3. Discuss and consider possible action regarding public art in parks
SUBMITTED BY:	
DATE SUBMITTED:	05/02/2024
MEETING DATE:	May 8, 2024

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. PublicARTcontract
2. PublicARTconservationform
3. scopeofworkPublicART



**Contract for The Design, Fabrication, and Installation of Public Artwork
Between The
CITY OF AUSTIN
And**

ARTIST NAME HERE

This Contract for the **Design, Fabrication, and Installation** of Public Artwork (“Contract”) is entered into by and between the City of Austin (“City”), a home-rule municipality incorporated in the State of Texas, and **ARTIST NAME HERE** (“Artist”), located at **ARTIST ADDRESS**.

Article 1. Introduction

1.1 Background

Established by the City of Austin in 1985, the Art in Public Places (AIPP) program collaborates with local and nationally known artists to include the history and values of the Austin community into cultural landmarks that have become cornerstones of Austin’s identity.

The City of Austin was the first municipality in Texas to make a commitment to include works of art in construction projects. By ordinance, two percent of eligible capital improvement project budgets are allocated to the commission or purchase of art for that site. The City’s Public Art Collection is found at sites such as the Austin-Bergstrom International Airport, the Austin Convention Center, and City libraries, parks, police stations, recreation centers, and streetscapes, enhancing public spaces for all residents and visitors to the City.

1.2 Purpose

The City, by and through the Austin Arts Commission and in accordance with the current AIPP Guidelines, selected the Artist to design, execute, fabricate, and install the Artwork, as described in this Contract.

1.3 Recitals

(a) The City is implementing the AIPP Program pursuant to Chapter 7-2 of the Austin City Code by appropriating certain funds for the establishment of artworks in public places and authorizing payments for the design, execution, fabrication, transportation, acquisition, installation, and maintenance of works of art and the support of an artist selection process.

- (b) The Public Art Fund for the Sponsoring Department and its Project has been allocated for the selection, purchase, and placement of a work of art at, in, or near the Project.
- (c) The City, by and through the Austin Arts Commission and in accordance with the current AIPP Program Guidelines, selected the Artist to design, execute, fabricate, and install the Artwork at the Site.
- (d) The Parties acknowledge that the Artist's qualifications, listed in Exhibit I, were reviewed, approved, and relied on by the AIPP Panel and the Austin Arts Commission prior to execution of this Contract.

1.4 Definitions

The following terms, as used in this Contract, have the meanings identified below. Terms not defined below will have their ordinary and customary meanings, as generally used in the field of public art.

- (1) "**Art in Public Places**" program (AIPP) means the process by which the City commissions artists to create original permanent or temporary artworks to be placed in publicly accessible locations for the benefit of the public.
- (2) "**Artist**" means **ARTIST NAME** and any employees, agents, subcontractors of Artist. Where there is more than one Artist, all Artists shall be referred to collectively as "Artist." If Artist is comprised of two or more individual persons or entities, each individual person or entity shall be jointly and severally responsible for satisfying Artist's obligations under this agreement, and each individual person or entity shall be liable for the acts and omissions of every other individual person.
- (3) "**Artwork**" means the work of art designed by Artist for the Site under the terms of this Contract.
- (4) "**City**" means the City of Austin, a Texas home-rule municipal corporation acting by and through its duly authorized City Manager or designee.
- (5) "**Compensation**" means all monetary consideration that is the total compensation provided to the Artist pursuant to this contract; to be paid on such terms as are set out in Exhibit E: Compensation and Payment Schedule.
- (6) "**Contract**" means this Contract for design, fabrication, and installation of Public Artwork between the City and **Artist**, including any and all attachments, exhibits and amendments.
- (7) "**Contract Administrator**" means the Art in Public Places Administrator, the Director of the City's Economic Development Department, or their respective designee.
- (8) "**Contract Price**" means the total compensation, identified in Exhibit E, to AIPP Contract for The Design, Fabrication, and Installation of Public Artwork

be paid to the Artist pursuant to this Contract.

(9) "**Default**" means the willful or negligent failure of one **Party** to timely and properly fulfill its obligations under this **Contract**, and further means the violation by one **Party** of any material covenants, agreements, or stipulations set out in this **Contract**.

(10) "**Design Professional**" means any of the following professions:

(a) **Architects** licensed pursuant to Chapter 1051 of the Texas Occupations Code, or a business entity offering architectural services in accordance with that chapter;

(b) **Landscape Architects** licensed pursuant to Chapter 1052 of the Texas Occupations Code, or a business entity offering landscape architectural services in accordance with that chapter;

(c) **Professional Engineers** to Chapter 1001 of the Texas Occupations Code, or a business entity offering professional engineering services in accordance with that chapter.

(11) "**Effective Date**" means the date on which this Contract becomes fully effective as between the Parties and is the date on which the last Party executes this Contract unless specified elsewhere in this Contract.

(12) "**Expenses**" means expenditures made by Artist in the necessary and reasonable performance of this Contract. Expenses include costs for travel, facilities, equipment, personnel, tools, and other materials.

(13) "**Non-Design Professional**" means all professions other than Design Professionals as defined above.

(14) "**Party**" means either the City or the Artist, and "Parties" means the City and the Artist collectively.

(15) "**Project**" means the City construction project at which the Artwork will be installed, known as the Longhorn Dam Bridge Project.

(16) "**Proposal**" means the document prepared by Artist and approved by the City that describes the Artist's proposed visual, aesthetic, and artistic intent and design of the Artwork.

(17) "**Services**" means all actions, assistance, and deliverables as described in Exhibit D to this Contract.

(18) "**Site**" means the designated placement or integration of the Artwork at a specific location owned, operated, or controlled by the Sponsoring Department, at the new wishbone-shaped pedestrian and bicycle bridge over Lady Bird Lake near the Longhorn Dam on Pleasant Valley Road.

(19) "**Sponsoring Department**" means the Parks and Recreation Department of the City.

(20) "**Work**" means the work of Artist pertaining to provision of Services as

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required under this Contract. Unless otherwise specified, Work shall include design, execution, fabrication, transportation, delivery, and installation of the Artwork.

- (21)"**Work Product**" means all documents, data, reports, drawings, specifications, deliverables, and other works, including copies prepared by Artist pursuant to this Contract, whether complete or incomplete and whether in oral (recorded), written, graphic or electronic form.

Article 2. Term and Scope of Work

2.1 Term of the Contract

The term of this Contract shall begin on the Effective Date and ends either on December 31 , 2026, or 30 days following the completion of all obligations of this Contract by both Parties, whichever is later, unless terminated earlier in accordance with the requirements of this Contract.

2.2 Scope of Work

- a) **Services.** Subject to the terms and conditions set forth in this Contract, Artist shall provide the City with the Services as set forth in Exhibit D, entitled "Scope of Work" which is attached to and incorporated as a part of this Contract.
- b) **Other Services.** During the term of this Contract, Artist shall provide such additional services to which the Parties may mutually agree in writing. Additional services will be subject to limitations specified in AIPP Program Guidelines.

Article 3. Payment to Artist

3.1 Compensation.

- (a) **General.** City shall pay Artist for Services provided in accordance with the terms set forth in Exhibit E entitled "Compensation and Payment Schedule", attached to and incorporated as a part of this Contract.

- (b) Unless expressly provided otherwise in Exhibit E, Artist shall bear all expenses required to perform Services pursuant to this Contract.

3.2 Contract Amount. The Contract Price for this Contract is \$190,000.00.

3.3 Full Consideration

- (a) In exchange and consideration for the Artist undertaking the obligations in this Contract, the City agrees to pay the Artist the Contract Price. The Artist agrees that the Contract Price is the only compensation owed to the Artist under this Contract and agrees to be solely responsible for all costs related to design, execution, fabrication, transportation, travel, delivery, mailing, shipping,

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installation, labor, insurance, permitting and licensing, and any other costs incurred by the Artist in fulfilling all obligations under this Contract.

(b) The Artist acknowledges awareness of Article VIII, Section 1 of the Austin City Charter, which prohibits the payment of any money to any person who is in arrears to the City for taxes, and of City Code §2-8-3, concerning the right of the City to offset indebtedness owed the City.

(c) The Artist acknowledges that the City's payment obligations to the Artist are payable only from funds appropriated or available for the purpose of this Contract. If the City does not appropriate funds for this Contract, or if there are no other lawfully available funds for this Contract, this Contract is void. The City shall provide the Artist with Notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under this Contract, or of the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under this Contract.

3.4 Invoices. Artist shall submit invoices as directed by the City, describing the Services for which payment is sought in accordance with Exhibit E of this Contract. Invoices shall be submitted in a form acceptable to the City and include the following:

(a) **Invoice Address.** Unless otherwise agreed to by Parties, all invoices shall be sent to the City at the address(s) specified below:

City of Austin
Art in Public Places Program
Accounts Payable
5202 E. Ben White Blvd, Suite 400,
Austin, TX 78741

3.5 Tax-Exempt Status

The Artist acknowledges that the City is a tax-exempt organization, and that no state or local sales taxes, and no federal excise tax, will be due on the Artwork or the materials and supplies used in the design and fabrication of the Artwork. The Artist acknowledges receipt of a Texas Sales Tax and Local Sales Tax Exemption Certificate for Contractors, attached as Exhibit C. The Artist shall only use this certificate in accordance with law. The City shall not reimburse the Artist for state sales tax, local sales tax, or federal excise tax.

3.6 Living Wage Requirement

The City's Living Wage Program, Rule R161-17.14, is located at: <http://www.austinTexas.gov/edims/document.cfm?id=277854>. The minimum wage required for all Artist Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$20.80 per hour, unless Published Wage Rates were included in the Solicitation. The Artist shall maintain throughout the

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term of this Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act. The Artist shall provide to the City, upon request, individual Employee Certifications for all Artist Employees (and all tiers of Subcontracting) directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each Artist Employee (and all tiers of Subcontracting) directly assigned to the Contract. The Employee Certification form is available online at:

https://www.austinTexas.gov/financeonline/vendor_connection/index.cfm.

Article 4. The Artwork

4.1 Ownership

- (a) **Title to Artwork.** Artist shall take all necessary action to Transfer the Title for Public Artwork to the City within 30 days of City's final acceptance of Artwork. Unless otherwise agreed to by Parties in writing, Artist shall convey to the City one set of original documents that may include: all studies, drawings, designs, models, maquettes and any other documents and materials created by the artist in furtherance of the Final Design or the Artwork.
- (b) **Copyright.** Subject to usage rights and licenses granted to the City hereunder, Artist shall retain all 17 U.S.C. § 106 copyrights in all original Artwork produced under this Contract. Artist's copyright shall not extend to predominantly utilitarian aspects of the Artwork(s), such as landscaping elements, furnishing, or other similar objects, unless explicitly expressed and approved as a part of the Concept Design. If Artist is comprised of two or more individuals or entities, the individual persons or entities shall be deemed joint authors of the Artwork, unless the individual persons agree otherwise in writing and notice is provided to the City.
- 1) **Reproductions:** The Artist may not make any additional exact duplicate or three-dimensional scale reproductions of the Artwork and may not grant permission to do to any third parties except with Approval from the City.
 - 2) **License.** Artist grants to the City and its assigns a perpetual, irrevocable license to make two-dimensional reproductions of the Artwork for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

- 3) **Uniqueness:** Artist guarantees the Final Design and Artwork are of unique and original creation authored by the Artist and is of a singular edition. Neither the Artist nor Artist's agents shall create or authorize creation of another Artwork of the same or substantially similar image, design, scale, and materials. Artist may, however, create Artworks that utilize or incorporate various similar element that comprise the Artwork(s), so long as the work utilizing or incorporating such individual elements (a) does not consist predominantly and primarily of such elements; and (b) is not the same or substantially similar in image, design, dimensions and materials, and is not displayed in an environment that is the same or substantially similar to the environment in which the Artwork(s) created under this Contract are Sited.

4.2 Attribution. Any reproductions of the Artwork made by the City will credit the Artist and will contain a copyright notice substantially in the form "©**ARTIST NAME**, (in the year of completion)"

4.3 Reproduction. Any reproductions of the Artwork made by the Artist shall credit the City and shall contain a notice in the form "An original work owned and commissioned by the City of Austin." City shall, at its expense, prepare and install at the Site, a plaque identifying the Artist, the title of the Artwork, and the date of completion or dedication of the Artwork.

4.4 Warranties and Representations:

(a) **Warranty of Title:** Artist represents and warrants that Artist is the sole author of the Artwork and that Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any liens and that there are no outstanding disputes in connection to property rights, intellectual property rights or any other rights to the Artwork or any parts of the Artwork.

(b) **Warranty of Workmanship:** Artist represents that, for a period of one year after final acceptance, the Artwork shall be free of defects in workmanship and materials, including inherent defects, and that the Artwork will be executed in permanent non-fugitive materials that will not degrade or fade over long-term installation at the Site. Inherent defects refer to qualities within the material(s) which comprise the Artwork. Artist shall, at Artist's sole expense, remedy any defects in workmanship or materials that appear within a one-year period from the date of final acceptance of the Artwork by the City.

(c) **Warranty of Public Safety:** Artist represents and warrants that the Artwork will not pose an unreasonable risk of danger to public health or safety in view of misuse or structural failures, if such misuse or structural failures is in a manner that was reasonably foreseeable at any time during the term of this Contract.

4.5 Warranty of Acceptable Standards of Operation: Artist represents and warrants that:

- (a) The Artwork shall conform to design specifications and, where Artwork involves electronic, digital, video, mechanical, living, variable, moving or other dynamic components, the Artwork shall also operate, function, and perform in accordance with Artist's representations to the City without any additional assistance by City staff or any additional costs beyond the final Budget for the Artwork; it being recognized, however that the Sponsor Department has responsibility for routine operation and maintenance.
- (b) The Artwork shall only require occasional or minimal cleaning and repair of the Artwork and any associated parts of equipment, in accordance with Artist-provided General Maintenance Plan for preserving and maintaining the Artwork within an acceptable standard.
- (c) With general routine cleaning and maintenance, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that render the Artwork unacceptable for public display.

4.6 Manufacturer's Warranties: To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the City prior to the City's issuance of final acceptance of the Artwork.

4.7 Publicity

- (a) The Parties will proactively collaborate to identify and pursue any appropriate and beneficial publicity for the Artwork.
 - (b) For purposes of this Contract, publicity means the manner, method, timing, and content of all efforts to generate public knowledge of, understanding of, and interest in the Artwork, including but not limited to any interviews, flyers, brochures, posters, mailings, advertisements, emails, social media postings, blog postings, electronic communications or presentations of any type, live or prerecorded television or other video presentations or commercials, live presentations, radio interviews or advertisements, and any other publications of any other kind and in any medium.
 - (c) The Parties will each use their best efforts to arrange for publicity for the Artwork.
 - (d) The Parties will identify various media for prospective publication of the Artwork throughout the course of the design, so that publicity for the Artwork may begin prior to or immediately upon completion.
 - (e) All publicity initiated or otherwise undertaken by the Artist must be approved by the City prior to its publication. The Artist shall inform the City as soon as
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the Artist is contacted by the media regarding the Artwork. If the Artist intends to submit to any interview with a third party or intends to use any third party for any publicity, the Artist must confer with the City and obtain the City's Approval.

- (f) The Artist agrees to be available at such times and places as reasonably required by the City in order to attend any ceremonies relating to the transfer of the Artwork to the City.
- (g) The City, at its expense and in consultation with the Artist, will arrange for the preparation and installation of a plaque at the Site that identifies the Artist, the title of the Artwork, and the year of completion.

4.8 Visual Artists Rights Act

The Artist acknowledges that the Artwork, when installed, may be incorporated within and made a part of the Site in such a way that removing the Artwork from the Site, or the destruction or modification of the Site, may cause the destruction, distortion, mutilation, or other modification of the Artwork and consents to the installation knowing this risk.

- (a) The City shall make a good faith effort to provide the Artist with prior Notice of the City's intent to undertake any alterations to the Artwork or alterations to the Site that may impact the Artwork. However, the Artist consents to the City's actions that may destroy, distort, mutilate, or otherwise modify the Artwork due to its installation in the Site.
- (b) To the extent this Section is inconsistent with federal law or any applicable moral rights, including the 1990 Visual Artists Rights Act, the Artist waives any right to preservation of the Artwork provided by those laws. Artist shall retain the right to disclaim authorship of the Artwork as set forth in the 1990 Visual Artists Rights Act.

4.9 Maintenance Repairs, and Alterations to the Artwork

- (a) The City recognizes that regular maintenance and care of the Artwork is essential to the integrity of the Artwork.
 - 1) The City will reasonably ensure proper maintenance and protection of the Artwork, in accordance with the final General Maintenance Plan prepared and submitted by Artist, in accordance with Exhibit D.
 - 2) The City agrees to and shall, at its sole discretion within reason and subject to availability of funds, protect and maintain the Artwork against vandalism and the elements.
- (b) The City, at its sole discretion, shall have the right to determine timing and extent of execution of any repairs or restoration of the Artwork.

- 1) Where time permits, and where applicable during the Artist's lifetime, the City will issue Notice to the Artist to engage Artist in the restoration of Artwork and to reasonably compensate the Artist subject to a future agreement between the Artist and the City. However, this Contract imposes no obligation on the City to restore the Artwork to its original condition, to compensate the Artist for any restoration work or to maintain the Artwork on display. If Artist fails or refuses to negotiate with the City in good faith with respect to restoration, the City may contract with any other qualified artist or art conservator for such restoration.
 - 2) All repairs and restorations, whether by the City or by the Artist, will be made in accordance with then-current, generally accepted principles of conservation.
- (c) Whenever necessary and without Notice to the Artist, the City may execute emergency repairs to the Artwork to protect the integrity of, or to prevent the loss of or further damage to the Artwork. Such emergency repairs will not be deemed to constitute artistic alteration of the Artwork or a breach of this Contract. The City will provide Notice to the Artist of such emergency repairs, as soon as practical.
- (d) The Artist acknowledges and provides consent that the Artwork, when installed, will be incorporated within, and made a part of the Site in such a way that removal of the Artwork from the Site, or destruction, alteration, or modification of the Site, may cause destruction, distortion, mutilation, obscuration, or other alterations to the Artwork.
- 1) Artist agrees that the City has complete flexibility to operate and manage City-owned property in the interest of the public and retains the absolute right to alter the Artwork where, in the City's sole discretion, such alteration is in the public interest.
 - 2) The City will attempt, in good faith, to give Notice to the Artist prior to undertaking any alterations to the Artwork.
 - 3) To the extent this Section is inconsistent with any rights, including moral rights, which would otherwise be provided to the Artist by applicable law, including the 1990 Visual Artists' Rights Act as codified and amended, the Artist waives any right to preservation of the Artwork provided by those laws. The Artist will retain the right to disclaim authorship of the Artwork to the extent allowed by the 1990 Visual Artists' Rights Act.
 - 4) If the Artwork can reasonably be removed without damaging or destroying either the Artwork or the Site, the City will give Notice to the Artist if it intends to remove the Artwork. The Artist will be entitled to

remove the Artwork from the Site at the Artist's sole expense and will have 90 days from the date the City gives Notice to remove the Artwork. If the Artist fails to remove the Artwork within 90 days of the City's Notice, the City will be entitled to remove and dispose of the Artwork by any means, including destruction of the Artwork.

- 5) The City agrees not to willfully destroy, damage, or modify the Artwork, except as set out in this Contract.
 - 6) If the Artwork becomes substantially damaged or altered, the City will no longer represent the Artwork as that of the Artist, but only if the Artist gives Notice to the City that it is the Artist's position to deny authorship on the grounds that the Artwork has become substantially damaged or altered.
 - 7) The City will have the right at any time to either move the Artwork or remove it from public display. The City will also have the right, in its discretion and at any time, to sell, trade, or otherwise transfer ownership of the Artwork.
- (e) The obligations of the City, and the rights of the Artist, set out in this Section shall not survive the death or legal incapacity of the Artist.

4.10 Insurance and Risk of Loss

(a) **Risk of Loss** – The Artist shall bear all risk of loss or damage to the Artwork until the Artwork title transfers to the City, as set out in Section 4.1. Artist shall take such measures as are necessary to protect the Artwork from loss or damage until the City issues final acceptance of the Artwork.

(b) **Insurance Requirements** – Artist shall procure, at their own expense, and maintain during the terms of this Contract, the types and amounts of insurance specified in Exhibit A, entitled "Insurance Requirements ."

- (1) Workers' Compensation and Employer' Liability insurance coverage must be in place before Artist begins any work on the Site, including but not limited to installation of the Artwork and any predicate Site preparation.
- (2) Commercial General Liability insurance coverage and Automobile Liability insurance coverage must be in place no later than 90 days after the Effective Date.
- (3) Professional Liability insurance coverage for any design professional must be in place at the time the design professional places their seal on design drawings submitted to the City.
- (4) If Artist is fabricating, painting, machining, casting or otherwise

producing the Artwork anywhere other than the Project Site, a Fine Arts Floater or other Property Insurance must be in place before production of the Artwork begins.

- (5) At least ten (10) days prior to the expiration date of any of the above requisite policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the City. If such coverage is canceled or reduced, Artist shall, within fifteen (15) days of such cancellation or reduction of coverage, file with Authority evidence that the required insurance has been reinstated or provided through another insurance company or companies.
- (c) Approval by the City of any insurance obtained by the Artist shall not diminish or decrease the liability of the Artist under this Contract. Artist agrees, except where exempted, to provide the City proof of said insurance in a manner that is mutually agreed to in writing.

Article 5. Contract Management

5.1 Amendment in Writing

This Contract may be modified only by a writing properly executed by each of the Parties. Any representation or promise made after the execution of this Contract, or any modification of this Contract, shall not be binding on the Parties unless made in writing and properly executed by each of the Parties.

5.2 Subcontracting by the Artist

- (a) The Artist may subcontract portions of the services to be provided under this Contract, at the Artist's sole expense, subject to the following limitations:
 - (1) The Artist's use of subcontractors shall not negatively affect the approved Final Design or visual quality of the final Artwork.
 - (2) The Artist is responsible for all work performed by Artist's subcontractors.
 - (3) The Artist shall remain fully responsible to the City for the actions of any subcontractors procured by the Artist.
 - (4) Any subcontract must be in writing, must attach this Contract as an exhibit, and must acknowledge the supremacy of this Contract in the case of any conflict between the two. All subcontractors shall remain subject to the terms of this Contract at all times.
 - (5) Prior to the Artist executing a subcontract, the Artist shall give Notice to the City, identifying the proposed subcontractor, the proposed scope(s)

of work, and the dollar amount of the subcontract. The City may reject a subcontractor proposed by the Artist. If the City rejects a proposed subcontractor, the Artist may not use that subcontractor on this Contract.

- (6) The Artist shall require each subcontractor, as a condition to executing each subcontract, to comply with the City's insurance requirements as set out in Exhibit A. Upon request from the City, Artist shall further obtain, a certificate or certificates of insurance sufficient to satisfy insurance requirements in compliance for each subcontractor subject to the Terms of this Contract.
- (b) The Artist shall, further stimulate and positively impact the local economy, make reasonable efforts to, and provide documentation of, upon request by the City:
 - (1) Provide minority-owned, women-owned, and local small businesses an equal opportunity to participate as suppliers for materials and labor services acquired or used by the Artist for this Contract.
 - (2) Recruit residents of the Austin metropolitan area for available subcontracting opportunities.

5.3 Permits

For any permits required by City ordinance or administrative rule, the Artist shall seek fee waivers as set out in Exhibit B.

5.4 Dispute Resolution

- (a) If a dispute arises out of or relates to this Contract, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- (b) If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Artist agree to act

in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Artist will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

5.5 Time is of the Essence.

Time is of the essence in this Contract. If Artist fails to competently perform Services within the time periods specified in Exhibit D, or, if no time periods are specified, within a reasonable time period the City may terminate this Contract pursuant to the terms of this Contract.

5.6 Termination.

In addition to any other rights and remedies allowed by law and this Contract, either Party may terminate this Contract with or without cause by giving 30 days prior written notice. Such termination shall be effective on the date specified in the written notice.

(a) **For Cause.** In the event of default by a Party, the other Party shall have the right to terminate this Contract for cause, by Notice delivered by certified mail to the Party in default. Unless the Party giving notice specifies a different time in the Notice, the Contract is terminated 30 calendar days after the date of the Notice. During this time period, the Party alleged to be in default may cure the default or provide evidence sufficient to prove to the other Party's reasonable satisfaction that the default does not exist or will be cured in a time satisfactory to the Party alleging the default. Each Party's rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

(1) The City may also terminate this Contract for cause if:

(a) The Artist, including any agent or representative of the Artist, provides or offers to provide any gratuities in the form of entertainment, gifts, or similar benefits to any City official or employee to secure favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performance of this Contract. Termination for cause under this paragraph will be in the manner set out in Subsection (a), above, except that the Artist shall not be entitled to any right to cure. If the City terminates this Contract under this paragraph, the City shall, in addition to all

other rights and remedies, be entitled to recover from the Artist any payments made by the City to the Artist under this Contract but only to the extent the Artwork and Services are incomplete or unsatisfactory.

(b) The Artist dies or becomes physically or legally incapacitated during the term of this Contract. Termination under this paragraph will only require notice to the Artist or the Artist's legal successor or guardian, as applicable. All finished and unfinished drawings, sketches, photographs, models, and work will become property of the City. If, prior to the Artist's death or incapacity, the Final Design is approved by the City or the Artwork has progressed to the point of fabrication, the City may complete the Artwork, giving due regard to the Artist's intended results and giving proper credit and acknowledgement to the Artist.

(b) **For Convenience.** Either Party may terminate this Contract for convenience giving 30 calendar days' Notice to the other Party. If the City terminates this Contract for convenience, the Artist shall immediately cease performance of Services under this Contract (unless the Notice directs otherwise). Artist shall not be entitled to compensation for contractual damages, including, but not limited to expected lost profits, office overhead, loss of productivity, lost opportunity.

(1) Upon termination of this Contract, Artist may be compensated in accordance with Exhibit E, only for Services actually performed and materials purchased for use this Project. Upon termination, the City shall be entitled to all materials acquired by the Artist and Work Product produced for this project under this provision.

(2) If the City approves reimbursements for purchases of materials used for the development of the Project in excess of the payments the Artist received prior to the City's termination for convenience, the City will reimburse the Artist for amounts expended under this Contract within 30 calendar days of the Artist's submission of receipts documenting such material purchases.

5.7 Force Majeure

(a) Each Party agrees to excuse the failure of the other Party to perform its obligations under this Contract to the extent, and for a period of time during which, the failure is caused by an event of Force Majeure. An event of Force Majeure is any event or circumstance which prevents or delays performance of any obligation arising under this Contract, but only if and to the extent the event or circumstance is not within the control of the Party seeking to have its performance obligation excused and which the Party was unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure

include acts of God, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Events of Force Majeure do not include economic or market conditions which affect a Party's cost but not its ability to perform.

- (b) The Party invoking Force Majeure shall give timely and adequate Notice to the other Party, by e-mail or orally but confirmed promptly in writing, and shall use due diligence to remedy the effects of an event of Force Majeure, as soon as reasonably possible. In the event a Party's performance of an obligation under this Contract is delayed due to a Force Majeure event, then the time for completion of the Party's obligation will be extended day-for-day, provided that an event of Force Majeure shall not last more than 90 days. If an event of Force Majeure affecting the Artist's performance continues for more than 90 days, the City shall have the right to terminate this Contract upon Notice to the Artist. The Contract shall terminate immediately upon receipt of such Notice. The City will pay the Artist for any work performed to the date of the termination, pursuant to Section 5.6(b).

5.8 Attorneys' Fees

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Artist knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

5.10 Notices

- (a) Unless explicitly stated elsewhere in this Contract, all Notices must be given in the manner set out in this Section in order to be effective.
- (b) Any Notice required or allowed to be given or to be served in connection with this Contract will be deemed delivered and received on the earlier of the date actually received or a date that is:
- (1) Three calendar days after being deposited in the United States mail, if sent via certified mail, properly addressed and with postage prepaid; or
 - (2) The date delivery is originally scheduled to occur, if sent via a reputable overnight courier service.
- (c) Notice to each Party must be given as follows:

The City

Sylnovia Holt-Rabb, Director
Economic Development Dept

The Artist

ARTIST NAME
ARTIST ADDRESS

City of Austin
PO Box 1088
Austin TX 78767

with copies to:

Constance Y. White,
AIPP Program Manager,
Economic Development Dept
City of Austin
PO Box 1088
Austin TX 78767

City of Austin Law Dept.
ATTN: City Attorney
PO Box 1088
Austin TX 78767

- (d) The Parties will each have the right to change their respective addresses for Notice purposes and will have the right to specify as its address any other address within the United States of America by giving the other Party at least five days' Notice.

The Artist is responsible for giving prompt Notice to the City of any changes to the Artist's address(es). If the City gives Notice to the Artist in the manner set out in this Section and the Notice is returned to the City as undeliverable, the City will make reasonable effort to locate the Artist in order to give notice to the Artist of issues affecting or relating to the Artist's rights. If the Artist fails to update the Artist's address(es) on file with the City and the City is unable to locate the Artist for purposes of giving the notices required in this Contract, the Artist shall be deemed to have waived any rights afforded to the Artist under Section 6.9. If the Artist subsequently reestablishes contact with the City after a waiver of the rights set out in Section 6.9, the Artist will regain those rights to the extent they are still susceptible of being exercised, in light of the remediation, repair, or removal already undertaken by the City. Any actions taken by the City prior to the Artist's reestablishment of contact with the City are prospectively ratified by this Contract and may not form the basis for any claims for damages or injunctive relief by the Artist against the City.

5.11 Right to Assurance

When one Party, in good faith, has reason to question the other Party's intent to perform its obligations under this Contract, that Party may make demand on the other Party for written assurance of the intent to perform. The Party who is asked for assurance has 10 business days to provide Notice of its written assurance of intent to perform. If the Party fails to provide the assurance, the AIPP Contract for The Design, Fabrication, and Installation of Public Artwork

demanding Party may treat this failure as an anticipatory repudiation of the Contract and terminate the Contract for cause.

5.12 Stop Work Notice

The City may issue an immediate Stop Work Notice in the event the Artist is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Artist will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Artist shall be liable for all costs incurred by the City as a direct result of the issuance of such Stop Work Notice.

5.13 Prohibition Against Personal Interest in Contract

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process for a contract award may have a financial interest, direct or indirect, in the resulting contract. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Artist shall render the Contract voidable by the City.

5.14 Non-Suspension or Debarment Certification

The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City contracts. The Artist certifies that it and its principals are not currently suspended or debarred from bidding on any Federal, State, or City contracts. The Artist also certifies that it will notify the City in writing if it becomes suspended or debarred from any Federal, State, or City contracts during the term of this Contract.

Article 6. Terms and Conditions

6.1 Equal Opportunity

- a. Neither the Artist, nor any agent of the Artist, shall engage in any discriminatory employment practice defined in Chapter 5-4 of the Austin City Code.
- b. The Artist agrees:
 - (1) to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without discrimination being practiced against them as defined in chapter 5-4 Austin City Code, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or

termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions, or privileges of employment;

- (2) to post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of Chapter 5-4 Austin City Code;
 - (3) to state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex, or age;
 - (4) to obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which the union or organization has agreed not to engage in any discriminatory employment practices and to take affirmative action to implement the policies and provisions of Chapter 5-4 Austin City Code;
 - (5) to cooperate fully with the City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practice is being carried out; and
 - (6) to require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of Chapter 5-4 Austin City Code that they not engage in any discriminatory employment practice.
- c. As an Equal Employment Opportunity (EEO) employer, the Artist will conduct its personnel activities in accordance with established federal, state, and local EEO laws and regulations. The Artist will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This requirement covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.
- d. The Artist agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed, or disclosed their compensation. Further, employees who experience discrimination, sexual harassment, or another

form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

- e. The Artist agrees that to the extent of any inconsistency, omission, or conflict with its current nondiscrimination and non-retaliation employment policy, the Artist has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Artist's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Artist's policy to the extent of any conflict.
- f. The Artist understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.
- g. The Artist agrees that this Section and the Artist's separate conforming policy will remain in force and effect for the term of this Contract.

6.2 Right to Audit

- (a) The Artist agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all of the Artist's records related to this Contract. The Artist shall retain all such records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Artist are resolved, whichever is longer. The Artist agrees to refund to the City any overpayments disclosed by any such audit.
- (b) The Artist shall include the requirements of Subsection (a), above, in all subcontractor agreements entered into in connection with this Contract.

6.3 Texas Public Information Act

- (a) All material submitted by the Artist to the City related to the Contract may become subject to public disclosure upon receipt by the City. Any portions of such material claimed by the Artist to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

(b) In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, the Artist agrees to:

- (1) Preserve all information related to the Contract as provided by the records retention requirements in Section 6.2, Right to Audit;
- (2) Promptly provide to the City any information related to the Contract that is in the custody or possession of the Artist on request of the City; and
- (3) On completion of the Contract, either:
 - (a) Provide at no cost to the City all information related to the Contract that is in the custody or possession of the Artist; or
 - (b) Preserve the information related to the Contract as required by Section 6.2, Right to Audit.

6.4 Indemnification

THE ARTIST SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES") AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS ("CLAIMS"), TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY OUT OF (A) A BREACH OF THIS CONTRACT OR VIOLATION OF LAW BY THE ARTIST AND THE ARTIST'S EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS (THE "ARTIST PARTIES"), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE ARTIST PARTIES IN THIS CONTRACT, IN THE ARTIST'S PROPOSAL, OR THE FORMATION OF THIS CONTRACT, (C) THE DESIGN OR INSTALLATION OF THE ARTWORK, (D) THE INTELLECTUAL PROPERTY INVOLVED IN THE DESIGN AND CREATION OF THE ARTWORK, (D) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE ARTIST PARTIES IN CONNECTION WITH THIS CONTRACT. CLAIMS TO BE INDEMNIFIED INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. **THE ARTIST'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED, IN PART, BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.**

(a) The City shall give the Artist Notice of any Claim asserted against an Indemnified Party. The Artist shall assume on behalf of the Indemnified AIPP Contract for The Design, Fabrication, and Installation of Public Artwork

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

- (b) Maintenance of the insurance required under this Contract shall not limit the Artist's obligations under this Section. The Artist shall require all subcontractors to indemnify the City in the same manner as provided in this Article.

6.5 Independent Contractor

This Contract shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. The City and the Artist are independent contractors. The Artist agrees and understands that this Contract does not grant any rights or privileges established for employees of the City.

6.6 Assignment

The Contract shall be binding upon and ensure to the benefit of the City and the Artist and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Artist without the prior written consent of the City. Any attempted assignment or delegation by the Artist shall be void unless made in conformity with this Section. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

6.7 Competent, Orderly Workers

The Artist and any subcontractors of the Artist shall only employ orderly and competent workers, skilled in the performance of the services that they will perform under the Contract. The Artist, the Artist's employees and subcontractors, and subcontractors' employees may not: (1) illegally use or possess any firearms, or (2) use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, while on the job or on City's property. The workers may not be intoxicated or under the influence of alcohol or drugs on the job. If the City notifies the Artist that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated City rules, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Artist shall immediately remove the worker and the worker may not be employed again for work on this Contract without the City's written consent.

6.8 Survival of Obligations

AIPP Contract for The Design, Fabrication, and Installation of Public Artwork

All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to warranty, indemnification, limitation of liability, and keeping addresses for Notice current, shall survive the expiration or termination of this Contract.

6.9 Election of Remedies; No Waiver

Neither the exercise of nor the failure to exercise a right or to give notice of a claim under this Contract shall constitute an election or waiver of remedies or limit a Party in any manner in the enforcement of any other remedies that may be available to the Party, whether at law or in equity.

6.10 Jurisdiction and Venue

This Contract is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. The courts of Texas shall have jurisdiction of any dispute arising out of or concerning this Contract, either administrative or judicial, and venue shall be proper and lie exclusively in Travis County Texas.

6.11 Severability

If a court of competent jurisdiction determines that a term or provision of this Contract is void or unenforceable, the remainder of this Contract remains effective to the extent permitted by law.

6.12 Mandatory Anti-Israel Boycott

(a) Pursuant to §2271.002, Texas Government Code, the City is prohibited from entering a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

(1) “Boycotting Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) A “company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. A sole proprietorship is not a company for purposes of this provision.

- (b) Pursuant to this statutory requirement, the Artist provides this written verification that, if the Artist is a company as defined above, it does not boycott Israel and will not boycott Israel for the term of this Contract.
- (c) The Artist's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

6.13 Mandatory Anti-Discrimination Against the Firearm and Ammunition Industries Verification

- (a) Pursuant to Texas Government Code Chapter 2274, the City is prohibited from contracting with any "company" that has 10 or more full-time employees for the purchase of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- (b) If Artist qualifies as a "company" under this provision, then the Artist verifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate, during the term of this Contract, against a firearm entity or firearm trade association.

6.14 Mandatory Anti-Boycott Energy Companies Verification

- (a) Pursuant to Texas Government Code Chapter 2274, the City is prohibited from contracting with any "company" that boycotts energy companies. For purposes of this provision, a "company" is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. A sole proprietorship is not a company for purposes of this provision.
- (b) If the Artist qualifies as a "company" under this provision, then the Artist verifies that it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of the Contract.

6.15 Execution in Counterparts

This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, taken

together, shall constitute one and the same Contract.

6.16 Mutual Drafting

This Contract shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against the drafter shall not be applicable to this Contract.

6.17 Complete Agreement

This Contract constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, and representations concerning its subject matter. This Contract includes the following exhibits, which are incorporated into this Contract by reference:

- Exhibit A. Insurance Requirements
- Exhibit B. Permit Fee Waiver Memo
- Exhibit C. Texas Sales and Use Tax Resale and Exemption Certifications
- Exhibit D. Scope of Work
- Exhibit E. Compensation and Payment Schedule
- Exhibit F. Conservation Review Form
- Exhibit G. Facility/Site Plan
- Exhibit H. Request for Qualifications
- Exhibit I. Artist Qualifications
- Exhibit J. Living Wages Contractor Certification
- Exhibit K. Form 1295

Click or tap here to enter text.

CITY OF AUSTIN

BY: _____
ARTIST NAME
Artist

BY: _____
Sylvia Holt-Rabb
Director, Economic Development Department

Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney



Conservation Review Form

CITY OF AUSTIN AIPP

Exhibit F

Information captured in this form will help expedite the conservation review process, which aims to address the following considerations:

- 1) Durability of Materials**
- 2) Appropriateness of Fabrication Methods**
- 3) Relationship to Site/Context**
- 4) Installation and Site Preparation**
- 5) Maintenance Needs**

Artist(s):
Phone:
Email:
Title of AIPP Project:
Title of Artwork:
AIPP Project Manager:
Date:

Assuming best maintenance practices, what is the life expectancy of this work?

List ALL materials and components to be used in the creation of this piece (be specific):

Describe any coatings or sealants to be used (be specific):

Provide contact information for the fabricator(s) and a description of their services on this project:



Conservation Review Form

CITY OF AUSTIN AIPP

Describe the methods and/or processes used in fabrication, in order of their use in the artwork:

Describe the artwork site and installation method:

Describe any required maintenance procedures and/or products:

Attach all that apply:

- | | | |
|---|---|--|
| Y | N | Architect's or Engineer's preliminary drawings |
| Y | N | Material samples |
| Y | N | Images of site or site drawings |
| Y | N | Manufacturer specs or Material Data Safety Sheets (MSDS) for all commercial products |

EXHIBIT D – SCOPE OF WORK

1. **Purpose:** The City is entering this Contract to have an Artist to design and fabricate an artwork for the Family Violence Shelter and Protection Center AIPP project located on the **ARTWORK LOCATION**.

2. **Additional Definitions:** The following definitions apply to this Contract

Community Engagement: a strategic approach to identifying and engaging community representatives (residents of all ages, schools, and others) and stakeholders (advisory boards, neighborhood associations, and any other community constituencies) who may have a vested interest in, use or otherwise access the Site.

Artwork: an appropriate and meaningful permanent work(s) of art visible to the general public, whether integrated into part(s) of a building or free-standing in any media that has resulted from research and community engagement specific to the Site.

3. **Procedures for Execution of Work.**

- A. The Artwork Project consists of six phases of Work. The Work shall be completed in separately defined stages (“Phases”). The six Phases are: (1) Community Engagement; (2) Concept Design Proposal; (3) Final Design; (4) Production; (5) Delivery and Installation; and (6) Post Installation. The Parties shall mutually agree to a Project timeline and payment schedule submitted by Artist as part of Phase 2.
- B. By authorizing any particular Phase, the City is not obligate to authorize any subsequent Phase.
- C. Artist shall not commence any Phase nor incur any expense in anticipation of commencing any Phase unless and until the City has given written authorization to proceed with the specific phase.
- D. Artist shall fabricate, produce, or implement and install the Artwork Project in substantial conformity with the approved Concept Design Proposal so that the completed Project faithfully reflects the approved Final Design.

4. **Artist’s Responsibilities and Commitments**

A. General Services

- 1) Artist shall perform all services and furnish all supplies, materials, and equipment as necessary for all Phases of the Artwork Project, including but not limited to design, execution, fabrication, transportation, and installation of the Project at the Site(s) at a cost not to exceed the Budget. Artist shall, without addition compensation, correct or revise any errors, omissions, or other deficiencies in the Work and/or the Project.

- 2) Artist shall at Artist's expense secure all personnel required to perform the Work and to complete the Artwork Project to the complete satisfaction of the City.
- 3) Artist acknowledges that an essential element of the Work is coordination with the AIPP, City staff and other persons who may be involved with the Artwork design, as designated by AIPP. Artist agrees to accept responsibility for the coordination with persons designated by AIPP staff to be necessary to complete Artist's duties for design issues and budget or cost-related issues. The City and AIPP shall make its employees and contractors available to Artist for coordination.
- 4) Artist, at Artist's sole expense, shall provide all labor, supervision, materials, associated components, engineering costs and delivery services required to complete the project.
- 5) The Artist shall support the City's commitment to sustainability throughout the entirety of this Contract. The City is dedicated to sustainability, which is defined as finding a balance among three sets of goals: (1) prosperity and jobs, (2) conservation and the environment, and (3) community health, equity, and cultural vitality. The Artist shall take all steps appropriate to the Artwork Project to enhance and promote green purchasing, energy conservation, solid waste recycling, green building, resource and water conservation, greenhouse gas reduction, and environmental reporting metrics. On request, the City will coordinate with the Artist to provide information on sustainability opportunities.
- 6) Artist shall provide Artwork consistent with the approved Final Design.
- 7) During all Phases of the Artwork Project, Artist shall consult and work closely with AIPP program staff, City project managers, design consultants as well as construction managers and other contractors hired by the City.
- 8) Artist warrants the Artwork Project and the installation of the Artwork to be free of all defects for a one-year period following the City's acceptance of the installed Project. Said one-year period shall commence on the date of the City's written notice informing Artist of its formal acceptance of the Artwork. Artist shall be solely responsible for the costs of correcting defects with the Project or the installation of the Artwork during this warranty period.
- 9) As necessary and/or requested by City, Artist, at Artist's expense shall make trips to the Site(s) to perform research and effect coordination with the City and its construction contractors.
- 10) All tasks shall be subject to the approval of the City. For a period of one-year

commencing with the City's formal acceptance of the installed Project, Artist shall timely and appropriately correct any deficiency in the Artwork whether due to improper design, preparation, or workmanship or any other causal factor. Unless otherwise deemed necessary, said correction(s) shall be made to the satisfaction of and at no cost to the City.

5. Artwork Project Phases.

Artist shall participate in meetings with interested parties as designated by the City. The times and dates of these meetings shall be subject to the mutual agreement of the Parties. Participation shall be either in-person or appropriate virtual platform as mutually agreed to.

A. Phase 1. Community Engagement

- 1) Artwork Project Orientation/ Artwork Project Kick-off.** Artist shall meet with AIPP program staff to discuss and gather information, identify key individuals and groups, and create a strategy for research, develop a meeting schedule and preliminary work plan.
- 2) Draft plan.** "Community Engagement Plan" means a written plan documenting the manner in which the Artist will engage in a two-way process by which identified community representatives and stakeholders are given the opportunity to provide input that contributes to the Artist's conceptual approach or implementation processes for creating the Artwork.
 - a. Draft Plan Review.** Within 90 days after the Effective Date of this Contract, the Artist shall prepare and submit a Community Engagement Plan to the City for the City's review, feedback, and commentary.
 - b. Plan Implementation.** The Artist shall implement the Community Engagement Plan as mutually agreed upon according to the meeting schedule and work plan by engaging community representatives and stakeholders to develop the proposed Artwork concept and approach. Community representatives may include residents, local youth, neighbors, and people who use the Site. Stakeholders may include advisory boards, neighborhood associations, and any other community constituency identified by the City, AIPP program staff and the Artist in the Community Engagement Plan.
 - c. Report.** Artist shall complete the Community Engagement Phase as mutually agreed upon and present in the form of a detailed document (Report): Process summary describing the Community Engagement process and one or more preliminary Project concept(s) (i.e. the artistic intent and goal(s) of the Project) detailing methods of incorporating

community input.

- (1) A draft Report shall be submitted to AIPP program staff for approval. Artist acknowledges that one or more reviewing bodies (collectively “Reviewing Body”) may be assembled to review and make recommendations on the Report.
- (2) Artist recognizes and agrees that the draft Report shall respond to the review and comments given by AIPP program staff. Artist acknowledges that AIPP program staff may require Artist to make modifications to the draft Report before permitting the draft Report to be submitted to the Reviewing Body as a part of the Concept Design Proposal.
- (3) Artist shall not proceed with the development of a Concept Design Proposal until AIPP program staff issues a notice to proceed to the Artist.

d. Artist shall complete all Phase 1 tasks to the satisfaction of the City.

B. Design

- (1) Artist shall perform all Design Services, including but not limited to meeting with City staff and City-designated project advisors and stakeholders as directed by the Contract Administrator, in order to complete all Design Phases.
- (2) The Artist shall determine the artistic expression, scope, design, color, size, material, and texture of the Artwork, subject to Approval by the City.
- (3) The exact location of the Site shall be mutually agreed upon by the Parties. The Artist shall inspect the Site at least once and perform as many inspections and investigations of existing Site conditions as needed, prior to beginning design of the Artwork, and shall diligently and in good faith endeavor to ensure that the Final Design appropriately accounts for all existing Site conditions reasonably apparent upon visual inspection. The Parties acknowledge that Artist's inspections are in her capacity as a public artwork artist, and Artist has no engineering or soil science expertise. If the Artist believes any significant differences, discrepancies any differences, discrepancies, errors, omissions, or inconsistencies exist between the Artist's inspection of the Site and the Site materials and conditions provided by the City, the Artist must notify the City prior to continuing with any design of the Artwork.
- (4) The Artist may request, at any time, all information, materials, and scaled drawings of the Site, if available, and any reasonable assistance required by the Artist to enable the Artist to perform the services required by this Contract. To the extent such information is available to the City or to third parties under the City's control, the City will promptly provide such information to the Artist.

C. Phase 2. Concept Design

- 1) Artist, upon written notification by AIPP program staff, shall respond to the direction of AIPP program staff and submit a Concept Design Proposal to AIPP program staff for review. Artist recognizes and agrees that the Reviewing Body may review the Concept Design Proposal and make additional recommendations. Recommendations shall be presented to the Artist in writing.
- 2) The Concept Design Proposal shall include a revised (as requested) final Community Engagement Report, general intent of the Artwork, the proposed form, indication of location on the Site, indication of Artwork scale, proposed materials, preliminary timeline for Artwork production and implementation (Proposed Installation Method) and preliminary cost estimate (Project Budget).
 - a. An Artwork narrative shall be included as part of the Concept Design Proposal describing the general concept (the artistic intent and goal of the Work), indication of media, form and scale, and proposed materials (samples shall be provided upon request of AIPP program staff).
 - b. A visual representation of the concept shall also be included as a part of the Concept Design Proposal; including but not limited to initial drawings or sketches produced on paper or digitally, and other two-dimensional representations of the Artwork.
 - c. The Concept Design Proposal shall be submitted to AIPP program staff for approval. Artist acknowledges that Reviewing Body may be assembled to review and make recommendations to the Concept Design Proposal.
- 3) Artist shall submit copyright-protected presentation quality visual materials of the Concept Design Proposal for the purpose of review by the Reviewing Body and for release to the media.
- 4) The specific type of presentation materials shall be as mutually agreed upon.
- 5) The Reviewing Body may recommend proceeding to Final Design, may recommend minor modifications or may recommend disapproval of the Concept Design Proposal. In the event the Reviewing Body recommends disapproval, Artist upon written notification by AIPP program staff, shall respond to the Reviewing Body's comments and submit a revised Concept Design Proposal to AIPP program staff for review. Artist recognizes and agrees that the Reviewing Body may review the Concept Design Proposal as revised and make additional recommendations regarding the revised Concept Design Proposal. All recommendations shall be presented to the Artist in writing.

- 6) In the event all approvals are secured, AIPP program staff will issue a notice of acceptance of the Concept Design Proposal.
- 7) Artist shall not proceed with the development of Final Design until AIPP program staff issues a notice to proceed to the Artist.
- 8) Artist shall complete all Phase 2 tasks to the satisfaction of the City in accordance with the approved timeline for completion.

D. Phase 3. Final Design.

- 1) Artist, upon written notification by AIPP program staff, shall respond to the direction of AIPP program staff and submit one Final Design to the City for review. Artist recognizes and agrees that the Reviewing Body shall review the Final Design and make additional recommendations. Recommendations shall be presented to the Artist in writing.
 - a. After conducting all necessary Site inspections and investigations, and after any required consultation with the City, Artist shall commence Final Design of the Artwork.
 - b. The Final Design shall include a final written narrative describing the Artist's concept, types, and quantities of all materials to be incorporated into the Artwork, and how the Final Design meets the goals outlined in the Report.
 - A revised visual representation of the concept shall also be included as a part of the Final Design Proposal; including but not limited to initial drawings or sketches produced on paper or digitally, and other two-dimensional representations of the Artwork.
 - Artist shall include a list of permits that will be required for the completion of the Artwork, scaled plans for any infrastructure considerations, integration of technology within the Site or distinct from the Site and other building systems considerations such as structural, lighting and electrical, surface integrity, permanence and protection against theft, misuse and vandalism (collectively "Project Specifications").
 - Artist shall investigate costs and prepare a final cost estimate related to fabrication and installation of the Project consistent with the Project Conceptual Design submitted and approved as a part of the Concept Design Proposal. The estimate(s) shall indicate the feasibility of producing the proposed Project, with the fabrication and installation budget (the "Final Cost Estimate").
 - The Final Design shall also include an outline of the proposed installation method and timeline for the Project production (fabrication) and

installation (collectively “Proposed Installation Method”).

- c. At the discretion of the City’s AIPP program Collection Manager (Collection Manager), the Final Design shall be subject to review by a professional arts conservator. In the event the Collection Manager requires a conservation review, the Artist shall at their own expense, acquire a completed Conservation Review and submit to the Collection Manager. Artist shall be notified in writing of such requirement.
 - d. The Final Design shall include a written maintenance plan that includes, but is not limited to, regular cleaning, maintenance and long-term care of the Artwork; all cut-sheets, and product specifications for materials, parts and pieces; manufacturer specifications, warranties, and any resolution to the Final Design resulting from the art conservator’s comments detailed in the Conservation Review.
 - e. If applicable or requested by the City, a written report (at no expense to the artist) from a Registered Accessibility Specialist indicating that all components of the Artwork are compliant with accessibility standards and requirements imposed upon the City by federal, state, or other applicable law, including but not limited to the Americans with Disabilities Act of 1990, as amended.
- 2) The Final Design shall be submitted to AIPP program staff for approval, Artist acknowledges that Reviewing Body may be assembled to review and make recommendations to the Final Design within 30 days of submission to AIPP program staff.
 - 3) Artist shall submit copyright-protected presentation quality visual materials of the Final Design for the purpose of review by the Reviewing Body and for release to the media.
 - 4) The specific type of presentation materials shall be as mutually agreed upon.
 - 5) The Reviewing Body may recommend proceeding to Final Design, may recommend minor modifications or may recommend disapproval of the Final Design Proposal. In the event the Reviewing Body recommends disapproval, Artist upon written notification by AIPP program staff, shall respond to the Reviewing Body’s comments and submit a revised Final Design to AIPP program staff for review. Artist recognizes and agrees that the Reviewing Body may review the Final Design Proposal as revised and make additional recommendations regarding the revised Final Design. All recommendations shall be presented to the Artist in writing.
 - 6) The reasons the City may require Artist to revise the Final Design, include but

are not limited to:

- a. To comply with any applicable statutes, ordinances, or regulations;
 - b. To account for any life, health, safety, or security concerns;
 - c. Any non-aesthetic reason that the City, in its sole judgment and discretion, deems necessary or appropriate.
- 7) In the event the City rejects the revised Final Design, the City may terminate this Contract for cause in the manner set out in Section 5.6(a), except that the opportunity to cure will not apply.
 - 8) In the event all approvals are secured, AIPP program staff will issue a notice of acceptance of the Final Design.
 - 9) Artist shall not proceed with the Artwork Production until AIPP program staff issues a notice to proceed to the Artist.
 - 10) Artist shall complete all Phase 3 tasks to the satisfaction of the City in accordance with the approved timeline for completion.

E. Site Inspections

The Artist shall inspect the Site at least once and shall continue to conduct inspections, as needed, to ensure all information is known by the Artist about the Site that impacts or could affect the installation of the Artwork. If the Artist believes any differences, discrepancies, errors, omissions, or inconsistencies exist between the Artist's inspections and the information provided by the City or the Project Design Professionals, the Artist shall immediately give Notice to the City and cease the implementation of the Artwork until the Parties mutually agree on how to address the Site conditions and the City gives the Artist Notice to proceed.

F. Phase 4. Production (*fabrication or implementation*)

- 1) Upon receipt of the City's notice to proceed, Artist shall begin production of the Project consistent with the approved Final Design.
- 2) Production of the Project shall include any methodology involved in the creation of the Project including but not limited to painting, fabrication, software design (programming or development), audio/video recording/filming and production, and assembly or manufacturing of components of the Artwork. Production of the Project is subject to review and approval by the City at any time, with reasonable notice.

- 3) Upon fifty-percent completion of the Production Phase, Artist shall arrange a visit for the City, at its discretion, to the Artist's studio or place of Artwork production review and validate production method. If the City chooses not to review and approve production by conducting an in-person visit, Artist shall be required to submit high resolution images, audio/video file or other media appropriate for validation and approval of the production method.
- 4) Upon completing the fabrication of the Artwork and prior to beginning any delivery or installation, the Artist shall:
 - a. Give the City Notice that all pre-installation fabrication is complete, and that the Artist is ready to begin installation of the Artwork at the Site.
 - b. Conduct any further Site inspections necessary to verify that installation of the Artwork can proceed according to the Final Design. The Artist shall immediately give Notice to the City of any changes to the Site observed since the inspection conducted pursuant to Section E of this Scope of Work. Parties shall resolve any such changes as mutually agreed upon prior to Installation.
 - c. At the City's request, attend one or more pre-installation meetings with one or more of the following: (i) the AIPP project manager; (ii) the Sponsoring Department project manager; (iii) the general contractor; and (iv) the Project design professional, all as necessary to allow the Artist to adequately plan for delivery and installation of the Artwork. The City may, in its sole discretion, require or allow the Artist to attend the official pre-construction meeting for the Project in order to fulfill this requirement.
 - d. Obtain all required permits for delivery and installation of the Artwork.
 - e. Submit to the City in writing a Notice of fabrication completion.
- 5) Artist shall complete all Phase 4 tasks in accordance with the approved timeline for Artwork completion

G. Phase 5. Delivery and Installation

- 1) Upon receipt from Artist, a Notice of fabrication completion and resolution of any Site issues, the City shall provide written Notice to proceed to the Artist authorizing installation of the Artwork at the Site. The Artist shall only commence installation after receiving said Notice. At the City's direction, the Artist may be required to successfully complete any or all trainings related to the Site and safety prior to gaining access to the Site.
- 2) In the event there are restrictive issues with the Site, or the City fails to provide a notice to proceed with Artwork installation within the approved and mutually agreed to timeline, the Artist shall store and insure the Artwork at a facility of

the Artist's choosing with the City's approval to a not-to-exceed cost at the City's expense.

- 3) In the event the Artist is unable to adequately store the completed Artwork, at the City's sole discretion, the City will either: (1) arrange for storage of the Artwork at a City-controlled or commercial storage facility; or (2) agree to reimburse the Artist for storage at a commercial storage facility inclusive of reimbursement of costs related directly to transportation. Any reimbursements to which the City agrees will be submitted with receipts and attached to an invoice as described in Exhibit B of this Contract.
- 4) The Artist shall take all necessary precautions to protect and preserve the integrity and finish of adjacent surfaces and landscaping features in preparation of and during the installation of the Artwork. If requested by the City, the Artist shall return adjacent surfaces or landscape features impacted by the installation to the condition that existed prior to installation of the Artwork.
- 5) At all times during the installation of the Artwork, the Artist shall comply with all posted safety information signs at the Project Site and shall comply with all requirements for use of personal protective equipment. The Artist shall comply with any directive necessary for the preservation of life, health, or property that is given by the City, the City's project managers, the Project's design professionals, or any law enforcement or administrative officer with jurisdiction over the Project location.
- 6) Artist shall deliver and install the Artwork in accordance with the approved Final Design.
- 7) The delivered Artwork shall be installed to accepted industry standards. Artist shall notify the City in writing when all Artwork installation Services have been completed.
- 8) Artist shall complete all Phase 5 tasks to the satisfaction of the City in accordance with the approved timeline for Artwork completion.

H. Changes to the Artwork

- 1) At any time prior to installation, the Artist may make changes to the Final Design or the Artwork, whether for aesthetic, safety, construction, or other reasons, and the City may likewise direct the Artist to make changes to the Final Design or Artwork for any non- aesthetic reason. Such changes to the Final Design or Artwork shall be made as follows:
 - a. Minor changes to the Final Design or Artwork initiated by the Artist require Notice to, but not Approval from, the City. Minor changes are changes that do not impact the overall Concept Design Proposal, scope, layout, color,

shape, size, material, texture, or structural elements of the Artwork. The City has the sole discretion to determine what constitutes a minor or major change. The Artist shall consult with the AIPP program staff, as needed, to ensure changes are properly classified as minor and major. The City may also reject, for non-aesthetic reasons, a minor change within 30 days of receipt of the Notice from the Artist of the change.

- b. Major changes to the Final Design or Artwork initiated by the Artist require Approval by the City. Major changes include, but are not limited to, changes to the overall scope, layout, imagery, color, shape, size, material, texture, or structural elements of the Artwork. The City may reject any proposed major change for any reason. If the City rejects a major change, the Artist shall either continue with the Final Design as approved by the City or shall revise and resubmit the proposed major change within 10 days of the City's original rejection. If the City rejects any re-submitted change, the City may terminate this Contract for convenience pursuant to Section 5.6(b) if the Artist will not revert to the Final Design without the proposed changes.
- 2) All changes initiated and approved under this Section shall be documented in a Contract amendment, executed by both Parties. The City may, in its sole discretion, determine that any change, whether initiated by the City or by the Artist, warrants an adjustment of the Contract Price or the Schedule, or both. Any adjustment to the Contract Price shall be included in a corresponding Contract amendment. Any adjustment to the Schedule must be documented and provided to both Parties. If the City does not change the Contract Price, the Artist shall bear the sole risk and cost of any changes to the Final Design or Artwork.

I. Phase 6. Post Installation

- 1) The Artist shall give Notice to the City when the Delivery and Installation of the Artwork are complete.
- 2) Within thirty (30) days following receipt of the Artist's notification that Delivery and Installation services have been completed, Artist shall attend an inspection of the Artwork by the City.
- 3) Within fifteen (15) days of inspection of the Artwork, the City shall either issue a written Notice of Final Acceptance to Artist; or indicate in writing to Artist specific services and/or work that are not acceptable.
- 4) If the City, in consultation with the Project's general contractor and Sponsoring Departments' project manager, determines that the Artwork is unsafe, incomplete, or materially inconsistent with the Final Design, the City may take any of the following actions:

- a. Accept the Artwork as constructed and installed, reserving its right to modify the Contract Price to address the unsafe, incomplete, or materially inconsistent conditions;
 - b. Direct the Artist to correct any unsafe, incomplete, or materially inconsistent condition in the Artwork, at the Artist's cost, reserving the City's right to modify the Contract Price in order to account for any delays caused by the deficiencies. With the exception of delays in City reviews and inspections, the Artist shall bear the sole risk that the time required to comply with the City's directions will exceed the time allotted under the Schedule; or
 - c. Reject the Artwork and terminate this Contract for cause in the manner set out in Section 5.6, reserving any and all other remedies available to the City under this Contract or applicable law. If the City terminates this Contract for cause under this Section, the opportunity to cure provided in that Section will not apply.
- 5) The Artist shall be responsible for any and all clean-up of the Artwork Project Site, including the proper recycling or disposal of any unused, excess, or leftover materials not incorporated into the Artwork. If the Artist fails to clean up the Site and the City incurs additional costs to clean up the Site, the City shall be entitled to deduct all such costs from the final milestone payment.
 - 6) If the City accepts the Artwork, either with or without modifications to the Contract Price, the City will issue a Certificate of Completion in a form provided by the City. The issuance of a Certificate of Completion does not waive any rights or remedies afforded the City in this Contract or by law, nor does it waive any deficiencies in the Artist's work.
 - 7) Within thirty (30) days of issuance to the Artist the Certificate of Completion, Artist shall provide the City with a General Maintenance Plan for all components of the Artwork and include a full set of as-builts (design drawings) reflecting the actual installation of the final Artwork; all manufacturer's specifications related to components of the Artwork. The General Maintenance Plan shall include anticipated maintenance requirements, a recommended maintenance schedule, anticipated and required care, and/or replacement of any part(s) or components of the Artwork, written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating the Artwork. The Artwork produced under this contract must be durable and take into consideration that the installation Site(s) for the Artwork are in an unsecured public space(s).
 - 8) Artist shall provide recommendations regarding the format and content of Artist attribution to accompany each component of the Artwork (where

applicable) for the purposes of citation and also plaque inscription consistent with Article 4.2 of the Contract.

- 9) For a period no-less than one-year commencing with the City's issuance of Certificate of Completion, Artist shall be responsible for timely correction of any damage(s) to the Project Site, building or surrounding facilities caused by the Artwork or installation of the Artwork. Said correction(s) shall be made to the satisfaction of and at no cost to the City.
- 10) In a form, provided by the City, Artist must complete and submit an Affidavit of Bills Paid.
- 11) Artist shall be responsible for the first year of maintenance once the Artwork is installed. Subsequent to the first year, the user Department shall assume responsibility of all ongoing maintenance of the Artwork, unless otherwise established in a unique and necessary maintenance agreement with Artist or Artist's fabricators. An extended warranty period shall be determined at the sole discretion of the City and deemed an Additional Service.

J. Additional Services. If and when the City requests Artist to provide services in addition to those specified above, Artist shall develop a work plan detailing the specific tasks to be completed and provide a detailed not-to-exceed budget for performing such tasks. Artist shall not perform any Additional Services until the City has issued a written notice to proceed with the execution of the work plan. Artist will not be authorized to perform Services or invoice the City for any work not specifically authorized in City's notice to proceed. Approval of and provision of Additional Services shall become an amended part of this contract.

6. Schedule for Delivery of Artist Services and Deliverables

- 1) Artist will provide Services in accordance with the schedule set forth below. In the event, Artist becomes aware that conformance with the following schedule may not be possible, Artist shall immediately advise the City of the delay, reason(s) for the delay, and a proposed revision to the schedule.
- 2) **For all Phases:** associated with the provision of specified Services, Artist shall:
 - a. Coordinate with the City regarding Project requirements, installation requirements, and other requirements as needed to design, fabricate, implement, deliver, and install the Artwork;
 - b. As necessary, and/or as requested by the City, travel to Site for purposes of conducting research and coordination with City staff and contractors; and
 - c. As agreed to by both Parties, update the City on the status of the fabrication of the Artwork through the exchange of appropriate documentation, including

high resolution photographs.

- 3) **Phase 1. Community Engagement** Deliverables shall be **completed within a mutually agreed to three (3) month period**. Deliverables include: establishing a meeting schedule and Community Engagement Plan for the Community Engagement Phase; conducting research, developing a preliminary concept as a part of the draft Report which shall include a Process summary describing the Community Engagement process and preliminary concept (the artistic intent and goal(s) of the Artwork) providing Services related to understanding the programmatic uses of the Artwork and presenting ideas for approval prior to presentation of the Concept Design Proposal to City Staff.
- 4) **Phase 2. Concept Design** deliverables, including final Report, Concept Design Proposal, Preliminary Cost Estimate, and Proposed Installation Method and all Services related to presenting, delivering and approval of the Concept Design Proposal to City Staff and Reviewing Body shall be **completed no later than three (3) months after completion of Phase 1**.
- 5) **Phase 3. Final Design** deliverables, including a final written narrative, Project Specifications, Final Cost Estimate, Proposed Installation Method, a written maintenance plan and all Services related to presenting, delivering and approval of the Final Design to City Staff and Reviewing Body shall be **completed no later than four (4) months after completion of Phase 2**.
- 6) **Phase 4. Production** deliverables, including purchase of materials required to produce Project, coordinate with AIPP staff, User Department's Project Mangers, Design Professionals and other Project contractors regarding structural integration or Artwork placement, including foundation(s), wiring and other installation requirements, completion of production of the Artwork and all related components and parts, conduct Site visits as appropriate and as requested by the City shall be **completed no later than four (4) months after completion of Phase 3**.
- 7) **Phase 5. Delivery and Installation** deliverables, including procure necessary crating and shipping materials to ship the finished Artwork and associated components safely and securely to the Site and installation of the Artwork shall be **completed no later than four (4) months after completions of Phase 4**.
- 8) **Phase 6. Post Installation** deliverables, including provide to the City all manufacturer' specifications for parts and finishes related to the Artwork, submit photographic and other detailed digital documentation suitable for archival purposes, one inspection or training session (if needed) and a General Maintenance Plan for the Artwork shall be **completed no later than three (3) months after completions of Phase 5**.

7. Changes to the Schedule

- a. Modifications to the approved Schedule may be requested by Artist in writing. The City, at its discretion may approve said modification and may request from the Artist any information or documentation it deems necessary in order to evaluate any request to amend the approved Schedule.
- b. The City may, on its own initiative and at any time, direct any changes to the approved Schedule it deems necessary or appropriate, and agrees to notify the Artist in writing.

8. Scope of City's Responsibilities

- a. Upon requests by Artist, the City will provide Artist with relevant architectural and engineering drawings and other City documents and respond to Artist's questions in a timely manner. The failure by the City to act in accordance with this duty shall relieve Artist of any deadline imposed on Artist by this Contract.

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