



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, JANUARY 16, 2025 - 6:00 PM

AGENDA

1. **CALL TO ORDER** January 16, 2025, at 6:00 PM
2. **CALL OF ROLL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
5. **PROCLAMATIONS/RECOGNITIONS**
 - 5.1. Proclamation of the City of Wimberley, Texas proclaiming January 20, 2025 as "Martin Luther King, Jr. Day."
6. **CITIZENS COMMUNICATIONS**

The City Council welcomes comments from citizens at regular meetings. Citizens wishing to speak must sign up prior to the meeting being called to order. We abide by the Texas Open Meetings Act, so council members are allowed only to speak about items posted on the agenda. All other inquiries will be forwarded to staff and may be placed on a future agenda for discussion. Speakers will have one opportunity to speak during the time period, and they must observe the three-minute time limit. After you state your name, staff will start the timer and you have 3 minutes to speak. We will endeavor to ensure that meetings are conducted in a courteous manner, and in an atmosphere free of defamation, intimidation, personal affronts, profanity, or threats of violence.
7. **CONSENT AGENDA**
 - 7.1. Consider approval of the following minutes:
 1. December 19, 2024 Regular City Council Meeting
 2. January 7, 2025 Old Cypress Creek Facade Tour
 - 7.2. Approval of the November 2024 Revenue and Expenditure Report for the City of Wimberley. (Tim Patek, City Administrator)
8. **PRESENTATION AND POSSIBLE ACTION**
 - 8.1. Receive an update from Assistant Fire Chief Robbins of the Wimberley Fire Rescue. (Tim Patek, City Administrator)

- 8.2. Receive an update and consider possible action regarding the "Ride to Defeat ALS" event. (Nathan Glaiser, ACM/Director of Development Services)
- 8.3. Receive an update from Gilpin Engineering on the TxDOT Alternative Grant Program - Downtown Sidewalk Project. (Tim Patek, City Administrator)

9. DISCUSSION

- 9.1. Discuss the demolition of the Cypress Creek Café Façade at 320 Wimberley Square and the permitting process for future development at that location. (Nathan Glaiser, ACM/Director of Development Services)

10. DISCUSSION AND POSSIBLE ACTION

- 10.1. Discuss and consider possible action on a Professional Services Agreement with HDR for the design of the downtown sidewalk project. *(Tim Patek, City Administrator)*
- 10.2. Discuss and consider possible action regarding the City of Wimberley's Quarterly Investment Report for the first quarter of Fiscal Year 2025. (Tim Patek, City Administrator)
- 10.3. Discuss and consider possible action regarding a Contract for Election Services with the Hays County Elections Administrator to conduct the May 3, 2025 General Election for the City of Wimberley. *(Tammy Heller, City Secretary)*
- 10.4. Discuss and consider possible action regarding a Joint Election Agreement between Hays County and the City of Wimberley. *(Tammy Heller, City Secretary)*

11. CITY COUNCIL REPORTS

- 11.1. Announcements
- 11.2. Future Agenda Items

12. ADJOURNMENT

EXECUTIVE SESSION NOTE: The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion. The City Council may also publicly discuss any item listed on the agenda for Executive Session

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

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Monday, January 13, 2025, by 6:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Tammy Heller, City Secretary

The City of Wimberley is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact City Secretary Tammy Heller at (512) 648-2403 two business days in advance of the meeting for appropriate arrangements.



City of Wimberley



Proclamation

THE STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF WIMBERLEY §

WHEREAS, Martin Luther King Jr. Day affords special opportunity to honor Dr. King and become more knowledgeable about his message of unity and community; and

WHEREAS, we recognize his significant contributions to the progress of our nation and we commemorate the timeless values he taught us through his example -- the values of courage, truth, justice, compassion, dignity, humility and service that so radiantly defined Dr. King's character and empowered his leadership; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty;

NOW, THEREFORE I, Jim Chiles, by virtue of the authority vested in me as Mayor of the City of Wimberley, do hereby proclaim January 20, 2025

MARTIN LUTHER KING JR. DAY

AND urge our residents to join together in making this period of rededication to the principles of justice and equality for all people and commemorate the universal, unconditional love, forgiveness and nonviolence that empowered his revolutionary spirit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Wimberley, Texas to be affixed this 16th day of January 2025.

CITY OF WIMBERLEY

James T. Chiles, Mayor



AGENDA ITEM:	1. Consider approval of the following minutes: 1. December 19, 2024 Regular City Council Meeting 2. January 7, 2025 Old Cypress Creek Facade Tour
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	12/27/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

Motion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. 12-19-2024 Regular Meeting Minutes
2. Quorum Notice - CCC Building Tour (Minutes)



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, DECEMBER 19, 2024 - 6:00 PM

MINUTES

1. **CALL TO ORDER** December 19, 2024, at 6:00 PM

Mayor Jim Chiles called the regular meeting of the City Council to order at 6:00 p.m.

2. **CALL OF ROLL**

Council Members Present:

Jim Chiles, Mayor
Rebecca Minnick, Place 1
Bo Bowman, Place 2
Chris Sheffield, Place 3
David Cohen, Place 5

Staff Members Present:

Tim Patek, City Administrator
Nathan Glaiser, Assistant City Administrator/Director
of Development Services
Tammy Heller, City Secretary
Megan Santee, City Attorney

Council Members Absent:

Bob Clark, Place 4

3. **INVOCATION**

John Beerman, Unity of Wimberley

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

Mayor Chiles led the pledges of allegiance.

5. **CITIZENS COMMUNICATIONS**

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

Comments were made by Karen Turpen at the end of the meeting. Ms. Turpen spoke about an accident she had on River Road and expressed concern about the culverts on that road and the potholes on her street.

6. **CONSENT AGENDA**

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

6.1. Consider approval of Minutes from the December 5, 2024 Regular City Council Meeting. (*City Secretary, Tammy Heller*)

6.2. Approval of the October 2024 Revenue and Expenditure Report for the City of Wimberley. (*Tim Patek, City Administrator*)

7. PUBLIC HEARINGS AND POSSIBLE ACTION

7.1. Hold a public hearing and consider approval of Ordinance 2024-24, an application for a Conditional Use Permit (CUP-24-008), to operate a Short-Term Rental 2 (Vacation Rental) at a property located at 180 Oak Drive, Wimberley, TX. (*Nathan Glaiser, ACM/Director of Development Services*)

Nathan Glaiser, ACM/Director of Development Services, provided a presentation regarding a Conditional Use Permit to allow for the operation of a Short-Term Rental 2 (Vacation Rental) on a property located at 180 Oak Drive, Wimberley Texas. Mr. Glaiser provided the acreage, zoning, site plan and renderings of the proposed plan. The property is within the City Center Overlay, but not in the Historic District. There is one existing storage building on the property. The applicants are proposing to construct one main residence and one accessory dwelling unit (ADU) both to be used as Short-Term Rentals. They are requesting a maximum of 6 guests in the primary residence and 4 in the ADU. There is available parking on the property. The property is connected to the city sewer. Mr. Glaiser stated the request was properly notified and a letter of support was received. The Planning and Zoning Commission unanimously approved recommendation to City Council of this Conditional Use Permit.

Mayor Chiles opened the Public Hearing at 6:05 p.m. There being no comments, the Public Hearing was closed at 6:05 p.m.

Wayne Latchford, architect, answered questions posed by the City Council regarding parking access to the property, maximum occupancy, construction start date, and utilities to the property.

A motion was made by Council Member Sheffield, seconded by Council Member Cohen, to approve a Ordinance 2024-24 (CUP-24-008), an application for a Conditional Use Permit to operate a Short-Term Rental, as presented. The motion carried unanimously (4-0).

8. DISCUSSION AND POSSIBLE ACTION

8.1. Discuss and consider possible action on Ordinance 2024-25, amending section 9.03.225 - Historic Preservation Overlay District; HD (Historic District) HL (Historic Landmarks) of the Wimberley Code of Ordinances, providing for findings of fact, savings, severability, repeaters, effective date, and proper notice and meeting. (*Nathan Glaiser, ACM/Development Services Director*)

Nathan Glaiser, ACM/Director of Development Services, stated there are some discrepancies in the City's Code related to the process for demolition of historic landmarks within the Historic Preservation Overlay District. The process includes an application from the property owner for a certificate of appropriateness to demolish the structure. Next, the Planning and Zoning (P&Z) Commission meets to discuss and establish a stay period where alternatives to demolition can be explored. After the stay period, P&Z holds a public hearing to make a determination on the certificate of appropriateness for demolition. This includes whether to approve the demolition, approve the demolition with conditions, or deny the applicants request to demolish the structure.

The issue staff has found is a discrepancy in the required length of the stay period. One section states P&Z must establish a stay period, giving no guidance as to the length. One section states the stay period must be 60 days. One section alludes to a 180-day stay period. Staff would like City Council to provide direction on the length of the stay period, whether it be determined on a case by case basis by P&Z or whether we have a minimum such as 60 days. The current ordinance is written as between 60 and 180 days to reflect what was previously adopted, but this can be amended during discussion should the Council wish to do so.

Questions were posed by the council regarding public input during the stay period and the appeals process should an application be denied by P&Z. Mr. Glaiser stated the intention of the stay period is to notify the public and allow the opportunity for people to approach the owner to help identify other solutions to rehabilitate a landmark or building. This stay period also includes a public hearing during the Planning and Zoning Commission meeting. The appeals process would include a notification and public hearing with the City Council.

Upon completion of discussion, a motion was made by Council Member Minnick, seconded by Council Member Bowman, to approve Ordinance 2024-25, amending section 9.03.225 of the City Code, which includes a 60-day minimum stay period. The motion carried unanimously (4-0).

- 8.2.** Discuss and consider possible action on Ordinance 2024-26, amending Chapter 11, Traffic and Vehicles, of the Wimberley City Code, by adding Article 11.06 - Vehicles for Hire and Article 11.07 - Horse Drawn Carriages providing for findings of fact; providing for severability, proper notice and meeting; and providing an effective date. *(Tim Patek, City Administrator)*

Tim Patek, City Administrator, presented this item and stated this creates rules and policies to efficiently manage Vehicles for Hire and Horse Drawn Carriages within our City Limits. Mr. Patek presented the proposed Ordinance and stated there will be a fee associated with the application and permit process which is outlined.

A question was posed regarding Uber and Lyft services and if these are included within the Ground Transportation Services definition. City staff will review the need for adding additional language regarding Uber and Lyft services, after communication with the city attorney's office.

Upon completion of discussion, a motion was made by Council Member Sheffield, seconded by Council Member Bowman, to approve Ordinance 2024-26, amending Chapter 11, Traffic and Vehicles by adding Vehicles for Hire Articles, as presented. The motion carried unanimously (4-0).

- 8.3.** Discuss and consider action on Ordinance 2024-27, amending the City's Master Fee Schedule; repealing any ordinance or parts of ordinances in direct conflict with the master fee schedule ordinance; providing for severability, proper notice and meeting; and providing an effective date. *(Tim Patek, City Administrator)*

Tim Patek, City Administrator, presented this proposed fee schedule amendment. He noted the fees that were adjusted include a new fee for Vehicles for Hire Permit Application, a new fee for returned checks and a decrease in fees for the Blue Hole Nature Camp and Counselor-In-Training.

A motion was made by Council Member Minnick, seconded by Council Member Cohen, to approve Ordinance 2024-27, as presented. The motion carried unanimously (4-0).

- 8.4.** Discuss and consider possible action on a Professional Services Agreement with HDR for the design of the downtown sidewalk project. *(Nathan Glaiser, Director of Planning & Development Services)*

Nathan Glaiser, ACM/Director of Development Services, asked that the City Council push this item to the January 16, 2025, Regular Meeting. He stated an agreement for the scope and fee was not ready at this time. Our city engineer will be at that meeting to help

A question was posed regarding the timeline for the design of the sidewalk project. Mr. Glaiser stated this

agreement is necessary to start the work and since no agreement has been reached, the let date for this project will be pushed back to at least January 2026. The Texas Department of Transportation (TxDOT) requires a 30% plan submittal and they need at least six months for review.

A question was posed regarding HDR and the reason for the delay. Mr. Glaiser stated the numbers are higher than what we budgeted and the city is looking at ways to get these numbers down in order to proceed with the project.

8.5. Discussion and possible action related to funding mechanisms for road improvements within the City limits. *(Tim Patek, City Administrator)*

Discussion on this item will continue at future meetings, but comments were made about looking at additional funding sources and not a road bond. The city has a professionally engineered road study that can be utilized to create a reasonable timeline for repairs. There was concern from citizens during the townhall meeting about the amount of interest that would have to be paid on a road bond, so other funding sources will need to be reviewed. This could include low interest loans, USDA loans, or a property tax. With the professionally engineered road study we have, the most urgent needs can be addressed. All funding sources will be on the table and road discussions will continue at future meetings.

9. CITY COUNCIL REPORTS

9.1. Announcements

1. City Offices are closed December 24-26, 2024.
2. No City Council meeting on January 2, 2025. The next Regular City Council meeting will be held on January 16, 2025.
3. Mayor Pro Tem Minnick expressed her appreciation for the work on the square during this holiday season.
4. Mr. Patek attended the Homeless Coalition meeting today and provided handouts to the Council.

9.2. Future Agenda Items

Tammy Heller, City Secretary, noted the following agenda items will be placed on future agendas:

1. Discussions on funding mechanisms for road improvements
2. Presentation from Assistant Fire Chief
3. Update from City Engineer on TxDOT Transportation Alternative Grant
4. Professional Service Agreement regarding the design of the sidewalk project

10. ADJOURNMENT

A motion was made by Council Member Cohen, seconded by Council Member Sheffield to adjourn the regular meeting at 6:54 p.m. The motion carried unanimously (4-0).

RECORDED BY:

Tammy Heller, City Secretary

APPROVED BY:

Jim Chiles, Mayor





City of Wimberley

221 Stillwater, Wimberley, Texas 78676

POTENTIAL QUORUM NOTICE

"OLD CCC FAÇADE TOUR"

320 WIMBERLEY SQUARE, WIMBERLEY, TEXAS 78676

TUESDAY, JANUARY 7, 2025 - 4:00 PM

The Wimberley City Council Members may meet at
320 Wimberley Square, Wimberley, TX 78676
to receive a tour of the Old Cypress Creek Café Façade on
Tuesday, January 7, 2025, at 4:00 p.m.

A quorum of City Council Members may or may not be present;
however, no Council action will be taken.

*** Since a quorum of Council was present for this tour, Mayor Chiles called the meeting to order at 4:08 p.m. and adjourned at 4:30 p.m. Members Present: Mayor Chiles, Council Member Minnick, Council Member Clark and Council Member Cohen. No action was taken.*

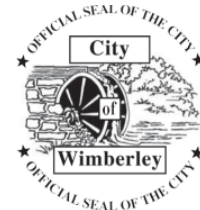
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CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Friday, January 3, 2025 by 4:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tammy Heller, City Secretary



Attest:

Tammy Heller, City Secretary

James T. Chiles, Mayor



AGENDA ITEM:	2. Approval of the November 2024 Revenue and Expenditure Report for the City of Wimberley. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	12/27/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

Motion

FINANCIAL

The Revenue and Expense Report for January 2023 is attached for review.

STAFF RECOMMENDATION

ATTACHMENT/S

1. November 2024_Expense Report

City of Wimberley
Revenue And Expense Report
As of November 30, 2024

1/13/2025 10:44 AM

100 - General Fund	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
15-Administration	203,638.12	386,846.77	2,028,000.00	1,641,153.23	80.92%	378,128.25	2,179,519.16
51-Community Center	765.72	5,774.47	75,300.00	69,525.53	92.33%	18,212.80	86,704.57
Revenue Totals	<u>204,403.84</u>	<u>392,621.24</u>	<u>2,103,300.00</u>	<u>1,710,678.76</u>	<u>81.33%</u>	<u>396,341.05</u>	<u>2,266,223.73</u>
Expense Summary							
15-Administration	47,373.56	178,988.40	762,000.00	583,011.60	76.51%	121,406.56	783,038.47
16-Legal	2,911.34	4,894.24	80,000.00	75,105.76	93.88%	8,168.85	61,748.81
17-Council/Board	1,713.35	7,505.05	109,000.00	101,494.95	93.11%	5,694.83	87,616.03
18-Building	6,140.00	7,115.00	50,000.00	42,885.00	85.77%	2,797.50	62,510.09
21-Public Safety	760.00	780.00	72,000.00	71,220.00	98.92%	11,735.00	82,650.39
30-Public Works	32,851.54	57,821.79	333,200.00	275,378.21	82.65%	43,985.52	304,672.98
31-Roads	5,284.00	17,484.00	449,659.01	432,175.01	96.11%	4,913.56	353,339.04
33-Water/Wastewater	0.00	0.00	2,000.00	2,000.00	100.00%	0.00	0.00
51-Community Center	24,584.49	37,788.99	259,600.00	221,811.01	85.44%	24,412.37	197,248.62
52-Parks	567.93	719.11	9,500.00	8,780.89	92.43%	277.53	3,958.39
Expense Totals	<u>122,186.21</u>	<u>313,096.58</u>	<u>2,126,959.01</u>	<u>1,813,862.43</u>	<u>85.28%</u>	<u>223,391.72</u>	<u>1,936,782.82</u>
Revenues Over(Under) Expenditures	<u>82,217.63</u>	<u>79,524.66</u>	<u>(23,659.01)</u>	<u>0.00</u>	<u>0.00%</u>	<u>172,949.33</u>	<u>329,440.91</u>

City of Wimberley
Revenue and Expense Report
As of November 30, 2024

1/13/2025 10:44 AM

100 - General Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
<u>Tax Revenue</u>							
15-5120 General Sales & Use Tax	140,541.05	252,522.24	1,513,000.00	1,260,477.76	83.31%	262,880.03	1,555,521.64
15-5131 Mixed Beverage Tax	8,556.94	15,282.09	80,000.00	64,717.91	80.90%	13,267.34	92,424.44
15-5171 Franchise Tax	38,170.93	84,999.39	300,000.00	215,000.61	71.67%	83,557.37	311,016.10
Total Tax Revenue	187,268.92	352,803.72	1,893,000.00	1,540,196.28	81.36%	359,704.74	1,958,962.18
<u>Licenses & Permits</u>							
15-5211 Beer & Wine Permits	0.00	1,125.00	7,000.00	5,875.00	83.93%	1,250.00	13,520.00
15-5219 Sign Permits	0.00	125.00	1,000.00	875.00	87.50%	210.00	1,060.00
15-5221 Building Permits	8,318.20	11,923.70	35,000.00	23,076.30	65.93%	5,230.28	70,407.28
Total Licenses & Permits	8,318.20	13,173.70	43,000.00	29,826.30	69.36%	6,690.28	84,987.28
<u>Service Fees</u>							
15-5413 Zoning	100.00	850.00	12,000.00	11,150.00	92.92%	2,222.70	15,533.80
15-5414 Subdivision Fees	1,725.00	1,725.00	2,000.00	275.00	13.75%	0.00	2,419.50
15-5416 Building Inspections	3,900.00	9,175.00	25,000.00	15,825.00	63.30%	3,205.00	42,382.75
15-5417 Bldg Plan Reviews	2,225.00	4,807.50	12,000.00	7,192.50	59.94%	725.00	23,068.25
Total Service Fees	7,950.00	16,557.50	51,000.00	34,442.50	67.53%	6,152.70	83,404.30
<u>Other Income</u>							
15-5611 Interest Revenues	0.00	4,210.85	40,000.00	35,789.15	89.47%	5,649.53	46,178.40
15-5701 Other/Misc	101.00	101.00	1,000.00	899.00	89.90%	(69.00)	5,987.00
Total Other Income	101.00	4,311.85	41,000.00	36,688.15	89.48%	5,580.53	52,165.40
Total Administration	203,638.12	386,846.77	2,028,000.00	1,641,153.23	80.92%	378,128.25	2,179,519.16
51-Community Center							

City of Wimberley
Revenue and Expense Report
As of November 30, 2024

1/13/2025 10:44 AM

100 - General Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<u>Service Fees</u>							
51-5475 WCC Facility Rentals	750.00	5,023.75	60,300.00	55,276.25	91.67%	16,722.80	64,961.84
Total Service Fees	<u>750.00</u>	<u>5,023.75</u>	<u>60,300.00</u>	<u>55,276.25</u>	<u>91.67%</u>	<u>16,722.80</u>	<u>64,961.84</u>
<u>Revenues</u>							
51-5476 Special Events	0.00	735.00	15,000.00	14,265.00	95.10%	1,490.00	21,742.73
Total Revenues	<u>0.00</u>	<u>735.00</u>	<u>15,000.00</u>	<u>14,265.00</u>	<u>95.10%</u>	<u>1,490.00</u>	<u>21,742.73</u>
<u>Tax Revenue</u>							
51-5479 Vending/Merchandise	15.72	15.72	0.00	(15.72)	0.00%	0.00	0.00
Total Tax Revenue	<u>15.72</u>	<u>15.72</u>	<u>0.00</u>	<u>(15.72)</u>	<u>0.00%</u>	<u>0.00</u>	<u>0.00</u>
Total Community Center	<u>765.72</u>	<u>5,774.47</u>	<u>75,300.00</u>	<u>69,525.53</u>	<u>92.33%</u>	<u>18,212.80</u>	<u>86,704.57</u>
Total Revenue	<u>204,403.84</u>	<u>392,621.24</u>	<u>2,103,300.00</u>	<u>1,710,678.76</u>	<u>81.33%</u>	<u>396,341.05</u>	<u>2,266,223.73</u>

City of Wimberley
Revenue and Expense Report
As of November 30, 2024

1/13/2025 10:44 AM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
Personnel Services							
15-6105 Salaries & Wages Full-Time	34,848.70	57,561.40	302,000.00	244,438.60	80.94%	43,478.34	287,629.37
15-6210 Health Care	1,885.39	3,776.30	31,500.00	27,723.70	88.01%	3,999.92	22,909.02
15-6220 Payroll Taxes	2,721.45	4,514.54	23,000.00	18,485.46	80.37%	3,300.19	22,612.53
15-6230 TMRS Contribution	2,058.90	3,428.49	15,000.00	11,571.51	77.14%	2,888.77	17,763.57
15-6250 Unemployment Compensation	0.00	0.00	400.00	400.00	100.00%	0.00	351.00
15-6251 Workers Compensation	0.00	0.00	1,300.00	1,300.00	100.00%	0.00	0.00
Total Personnel Services	41,514.44	69,280.73	373,200.00	303,919.27	81.44%	53,667.22	351,265.49
Other Services & Charges							
15-6270 Annual/Assoc Dues	125.00	254.99	4,500.00	4,245.01	94.33%	289.00	4,178.97
15-6340 Technology Consultant	0.00	0.00	11,000.00	11,000.00	100.00%	0.00	1,968.75
15-6370 Contract Services	400.92	400.92	35,000.00	34,599.08	98.85%	135.95	5,746.04
15-6420 Office Cleaning	675.00	1,350.00	8,000.00	6,650.00	83.13%	1,150.00	6,900.00
15-6443 Equipment Rent/Right-To-Use Lease	884.59	1,528.37	9,500.00	7,971.63	83.91%	72.55	8,365.15
15-6500 Grant Expenditures	0.00	22,400.00	0.00	(22,400.00)	0.00%	0.00	82,500.00
15-6520 Insurance	0.00	55,855.10	50,000.00	(5,855.10)	(11.71%)	45,132.92	45,132.92
15-6531 Public Notices	76.28	76.28	7,000.00	6,923.72	98.91%	592.12	4,213.50
15-6532 Office Tech/Software	167.97	11,648.66	60,000.00	48,351.34	80.59%	13,596.71	91,870.50
15-6540 Advertising	0.00	0.00	500.00	500.00	100.00%	0.00	0.00
15-6551 Printing	0.00	0.00	500.00	500.00	100.00%	0.00	42.98
15-6569 Vehicle Allowance/Moving Exp	1,300.00	2,600.00	15,600.00	13,000.00	83.33%	2,600.00	15,600.00
15-6570 Travel	0.00	2,168.40	6,000.00	3,831.60	63.86%	661.08	2,639.62

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15-6571 Mileage	0.00	490.44	2,000.00	1,509.56	75.48%	0.00	991.60
15-6572 Training	460.04	613.08	6,000.00	5,386.92	89.78%	215.00	6,247.33
15-6581 Refunds	0.00	0.00	2,000.00	2,000.00	100.00%	0.00	2,039.00
15-6589 Records Management	100.00	100.00	2,000.00	1,900.00	95.00%	209.00	2,439.83
15-6651 Postage	118.42	118.42	2,700.00	2,581.58	95.61%	250.00	1,026.54
Total Other Services & Charges	4,308.22	99,604.66	222,300.00	122,695.34	55.19%	64,904.33	281,902.73
<u>Supplies & Maintenance</u>							
15-6410 Utilities	694.49	2,454.90	18,000.00	15,545.10	86.36%	2,431.43	20,488.17
15-6430 Bldg Repairs/Maintenance	109.96	118.56	3,000.00	2,881.44	96.05%	0.00	2,491.73
15-6610 General Operating Supplies	583.73	836.96	4,500.00	3,663.04	81.40%	0.00	1,173.37
15-6660 Office Supplies	162.72	162.72	3,000.00	2,837.28	94.58%	403.58	1,950.28
15-6791 Capital Outlay - Technology	0.00	0.00	3,000.00	3,000.00	100.00%	0.00	0.00
15-6792 Capital Outlay - Other	0.00	6,529.87	10,000.00	3,470.13	34.70%	0.00	0.00
Total Supplies & Maintenance	1,550.90	10,103.01	41,500.00	31,396.99	75.66%	2,835.01	26,103.55
<u>Transfer Out</u>							
15-6701 Interest and Sinking Transfer Out (Oak Drive)	0.00	0.00	125,000.00	125,000.00	100.00%	0.00	123,766.70
Total Transfer Out	0.00	0.00	125,000.00	125,000.00	100.00%	0.00	123,766.70
Total Administration	47,373.56	178,988.40	762,000.00	583,011.60	76.51%	121,406.56	783,038.47
<u>16-Legal</u>							
<u>Other Services & Charges</u>							
16-6350 Legal	2,911.34	4,894.24	80,000.00	75,105.76	93.88%	8,168.85	61,748.81
Total Other Services & Charges	2,911.34	4,894.24	80,000.00	75,105.76	93.88%	8,168.85	61,748.81

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Total Legal	2,911.34	4,894.24	80,000.00	75,105.76	93.88%	8,168.85	61,748.81
<u>17-Council/Board</u>							
Other Services & Charges							
17-6320 Financial (Contract Svs)	1,518.50	2,436.00	25,000.00	22,564.00	90.26%	4,125.00	27,167.50
17-6330 Audit	0.00	0.00	40,000.00	40,000.00	100.00%	0.00	37,093.90
17-6382 Social Services Support	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	0.00
17-6541 Public Relations/Receptions	179.85	1,252.21	12,000.00	10,747.79	89.56%	198.79	12,693.95
17-6572 Training	15.00	3,816.84	9,000.00	5,183.16	57.59%	1,371.04	9,342.76
17-6590 Elections	0.00	0.00	6,000.00	6,000.00	100.00%	0.00	1,317.92
17-6591 Planning	0.00	0.00	6,000.00	6,000.00	100.00%	0.00	0.00
Total Other Services & Charges	1,713.35	7,505.05	103,000.00	95,494.95	92.71%	5,694.83	87,616.03
Expenditures							
17-6595 Code Revisions	0.00	0.00	6,000.00	6,000.00	100.00%	0.00	0.00
Total Expenditures	0.00	0.00	6,000.00	6,000.00	100.00%	0.00	0.00
Total Council/Board	1,713.35	7,505.05	109,000.00	101,494.95	93.11%	5,694.83	87,616.03
<u>18-Building</u>							
Other Services & Charges							
18-6360 Contract Inspections	6,140.00	6,140.00	40,000.00	33,860.00	84.65%	2,085.00	60,185.09
18-6582 Site Plan Reviews	0.00	975.00	10,000.00	9,025.00	90.25%	712.50	2,325.00
Total Other Services & Charges	6,140.00	7,115.00	50,000.00	42,885.00	85.77%	2,797.50	62,510.09
Total Building	6,140.00	7,115.00	50,000.00	42,885.00	85.77%	2,797.50	62,510.09
<u>21-Public Safety</u>							
Other Services & Charges							

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21-6371 Sanitarian (Contract Labor)	0.00	0.00	36,000.00	36,000.00	100.00%	8,000.00	44,000.00
21-6373 Animal Control	0.00	0.00	6,000.00	6,000.00	100.00%	0.00	12,000.00
21-6375 Safety - Traffic Direction	760.00	780.00	30,000.00	29,220.00	97.40%	3,735.00	26,650.39
Total Other Services & Charges	760.00	780.00	72,000.00	71,220.00	98.92%	11,735.00	82,650.39
Total Public Safety	760.00	780.00	72,000.00	71,220.00	98.92%	11,735.00	82,650.39
30-Public Works							
<u>Personnel Services</u>							
30-6100 Salaries & Wages Part-Time	0.00	0.00	6,000.00	6,000.00	100.00%	0.00	0.00
30-6105 Salaries & Wages Full-Time	21,630.68	36,092.77	200,000.00	163,907.23	81.95%	27,404.97	181,384.13
30-6210 Health Care	2,666.97	5,337.21	31,500.00	26,162.79	83.06%	5,333.69	32,036.09
30-6220 Payroll Taxes	1,638.15	2,751.51	15,000.00	12,248.49	81.66%	2,096.52	14,151.56
30-6230 TMRS Contribution	1,251.35	2,095.52	10,000.00	7,904.48	79.04%	1,795.03	10,928.29
30-6250 Unemployment Compensation	0.00	0.00	400.00	400.00	100.00%	0.00	351.00
30-6251 Workers Compensation	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	0.00
Total Personnel Services	27,187.15	46,277.01	267,900.00	221,622.99	82.73%	36,630.21	238,851.07
<u>Other Services & Charges</u>							
30-6270 Annual/Assoc Dues	0.00	150.00	500.00	350.00	70.00%	0.00	0.00
30-6370 Contract Services	4,028.35	7,788.35	25,000.00	17,211.65	68.85%	1,728.64	34,068.78
30-6443 Equipment Rent/Right-To-Use Lease	472.59	945.18	6,000.00	5,054.82	84.25%	945.18	5,671.08
30-6532 Office Tech/Software	0.00	20.46	9,000.00	8,979.54	99.77%	1,732.96	5,525.76
30-6569 Vehicle Allowance	400.00	800.00	4,800.00	4,000.00	83.33%	800.00	4,800.00
30-6570 Travel	0.00	905.58	2,500.00	1,594.42	63.78%	661.08	668.28
30-6571 Mileage	0.00	0.00	500.00	500.00	100.00%	312.55	312.55

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30-6572 Training	0.00	0.00	4,000.00	4,000.00	100.00%	36.77	1,718.94
30-6794 Capital Outlay - Equipmt/Other	0.00	0.00	2,500.00	2,500.00	100.00%	0.00	0.00
Total Other Services & Charges	4,900.94	10,609.57	54,800.00	44,190.43	80.64%	6,217.18	52,765.39
<u>Supplies & Maintenance</u>							
30-6431 Vehicle Maint/Insurance	50.00	60.00	2,000.00	1,940.00	97.00%	0.00	990.08
30-6583 Fuel	228.15	228.15	5,000.00	4,771.85	95.44%	554.38	4,572.77
30-6610 General Operating Supplies	485.30	647.06	3,000.00	2,352.94	78.43%	583.75	7,203.68
30-6612 Tools	0.00	0.00	500.00	500.00	100.00%	0.00	289.99
Total Supplies & Maintenance	763.45	935.21	10,500.00	9,564.79	91.09%	1,138.13	13,056.52
Total Public Works	32,851.54	57,821.79	333,200.00	275,378.21	82.65%	43,985.52	304,672.98
31-Roads							
<u>Supplies & Maintenance</u>							
31-6432 Road Maintenance	1,767.00	3,567.00	90,659.01	87,092.01	96.07%	3,607.24	173,617.08
31-6433 Equipment Maintenance	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	415.01
31-6584 Mowing/Trimming	250.00	250.00	3,000.00	2,750.00	91.67%	0.00	3,355.12
31-6611 Signs/Barricades	3,267.00	3,267.00	5,000.00	1,733.00	34.66%	81.32	3,459.32
31-6792 Capital Outlay - Fish Weir	0.00	0.00	20,000.00	20,000.00	100.00%	0.00	0.00
Total Supplies & Maintenance	5,284.00	7,084.00	119,659.01	112,575.01	94.08%	3,688.56	180,846.53
<u>Other Services & Charges</u>							
31-6470 Engineering - Roads	0.00	10,400.00	30,000.00	19,600.00	65.33%	1,225.00	34,675.00
31-6795 Capital Outlay - Roads	0.00	0.00	300,000.00	300,000.00	100.00%	0.00	137,817.51
Total Other Services & Charges	0.00	10,400.00	330,000.00	319,600.00	96.85%	1,225.00	172,492.51

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Total Roads	5,284.00	17,484.00	449,659.01	432,175.01	96.11%	4,913.56	353,339.04
<u>33-Water/Wastewater</u>							
Supplies & Maintenance							
33-6586 Quality Testing WW	0.00	0.00	2,000.00	2,000.00	100.00%	0.00	0.00
Total Supplies & Maintenance	0.00	0.00	2,000.00	2,000.00	100.00%	0.00	0.00
Total Water/Wastewater	0.00	0.00	2,000.00	2,000.00	100.00%	0.00	0.00
<u>51-Community Center</u>							
Personnel Services							
51-6100 Salaries & Wages Part-Time	3,168.75	6,157.50	21,000.00	14,842.50	70.68%	4,498.13	39,873.76
51-6105 Salaries & Wages Full-Time	12,002.40	17,945.28	104,000.00	86,054.72	82.74%	8,265.60	54,800.00
51-6210 Health Care	1,768.68	2,656.11	21,000.00	18,343.89	87.35%	1,772.52	10,646.82
51-6220 Payroll Taxes	1,183.76	1,892.93	10,000.00	8,107.07	81.07%	976.42	7,296.24
51-6230 TMRS Contribution	681.72	1,019.27	5,000.00	3,980.73	79.61%	541.41	3,239.72
51-6250 Unemployment Compensation	17.89	22.67	500.00	477.33	95.47%	0.59	462.55
51-6251 Workers Compensation	0.00	0.00	7,000.00	7,000.00	100.00%	0.00	0.00
Total Personnel Services	18,823.20	29,693.76	168,500.00	138,806.24	82.38%	16,054.67	116,319.09
Other Services & Charges							
51-6270 Annual/Assoc Dues	0.00	0.00	500.00	500.00	100.00%	0.00	239.87
51-6370 Contract Services	246.22	247.22	2,000.00	1,752.78	87.64%	1.00	3,666.76
51-6532 Office Tech/Software	109.98	109.98	2,000.00	1,890.02	94.50%	326.97	4,441.38
51-6540 Advertising	0.00	0.00	3,000.00	3,000.00	100.00%	129.00	2,255.23
51-6562 CC Processing Fees	0.00	75.65	0.00	(75.65)	0.00%	258.90	1,392.50
51-6651 Postage	0.00	0.00	100.00	100.00	100.00%	0.00	0.00

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51-6794 Capital Outlay - Equipmt/Other	0.00	0.00	7,000.00	7,000.00	100.00%	0.00	0.00
51-6797 Capital Outlay - Facilities	2,955.89	2,955.89	10,000.00	7,044.11	70.44%	1,850.00	10,896.79
Total Other Services & Charges	3,312.09	3,388.74	24,600.00	21,211.26	86.22%	2,565.87	22,892.53
<u>Supplies & Maintenance</u>							
51-6410 Utilities	843.36	2,331.28	26,000.00	23,668.72	91.03%	2,323.55	27,500.71
51-6430 Bldg Repairs/Maintenance	819.17	1,243.54	20,000.00	18,756.46	93.78%	1,103.83	11,388.25
51-6610 General Operating Supplies	199.19	429.45	5,000.00	4,570.55	91.41%	327.80	4,364.21
51-6616 Programs	577.50	577.50	15,000.00	14,422.50	96.15%	2,016.77	14,312.83
51-6660 Office Supplies	9.98	124.72	500.00	375.28	75.06%	19.88	471.00
Total Supplies & Maintenance	2,449.20	4,706.49	66,500.00	61,793.51	92.92%	5,791.83	58,037.00
Total Community Center	24,584.49	37,788.99	259,600.00	221,811.01	85.44%	24,412.37	197,248.62
52-Parks							
<u>Supplies & Maintenance</u>							
52-6410 Utilities	167.93	319.11	6,000.00	5,680.89	94.68%	262.74	2,156.26
52-6430 Bldg Repairs/Maintenance	400.00	400.00	1,500.00	1,100.00	73.33%	0.00	247.78
52-6585 NATURE TL/OLD BALDY	0.00	0.00	1,000.00	1,000.00	100.00%	14.79	1,100.55
52-6610 General Operating Supplies	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	453.80
Total Supplies & Maintenance	567.93	719.11	9,500.00	8,780.89	92.43%	277.53	3,958.39
Total Parks	567.93	719.11	9,500.00	8,780.89	92.43%	277.53	3,958.39
Total Expense	122,186.21	313,096.58	2,126,959.01	1,813,862.43	85.28%	223,391.72	1,936,782.82

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Revenue Summary							
52-Parks	1,628.00	9,562.20	853,000.00	843,437.80	98.88%	8,769.07	966,755.47
Revenue Totals	1,628.00	9,562.20	853,000.00	843,437.80	98.88%	8,769.07	966,755.47
Expense Summary							
52-Parks	73,542.03	127,998.98	853,000.00	725,001.02	84.99%	85,348.73	792,466.47
Expense Totals	73,542.03	127,998.98	853,000.00	725,001.02	84.99%	85,348.73	792,466.47
Revenues Over(Under) Expenditures	(71,914.03)	(118,436.78)	0.00	0.00	0.00%	(76,579.66)	174,289.00

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52-Parks							
<u>Tax Revenue</u>							
52-5472 Reservations/Gate Fees	0.00	(19.08)	580,000.00	580,019.08	100.00%	0.00	725,418.39
52-5474 Facility Rentals	90.00	2,710.00	30,000.00	27,290.00	90.97%	550.00	33,035.88
52-5479 Vending/Merchandise	0.00	1,298.01	50,000.00	48,701.99	97.40%	0.00	38,968.42
Total Tax Revenue	90.00	3,988.93	660,000.00	656,011.07	99.40%	550.00	797,422.69
<u>Revenues</u>							
52-5476 Special Events	38.00	1,352.00	150,000.00	148,648.00	99.10%	1,540.00	119,696.61
Total Revenues	38.00	1,352.00	150,000.00	148,648.00	99.10%	1,540.00	119,696.61
<u>Other Income</u>							
52-5611 Interest Revenues	0.00	2,721.27	28,000.00	25,278.73	90.28%	6,479.07	35,911.17
52-5701 Other/Misc	0.00	0.00	15,000.00	15,000.00	100.00%	200.00	10,115.00
52-5900 Designated Funds	1,500.00	1,500.00	0.00	(1,500.00)	0.00%	0.00	3,610.00
Total Other Income	1,500.00	4,221.27	43,000.00	38,778.73	90.18%	6,679.07	49,636.17
Total Parks	1,628.00	9,562.20	853,000.00	843,437.80	98.88%	8,769.07	966,755.47
Total Revenue	1,628.00	9,562.20	853,000.00	843,437.80	98.88%	8,769.07	966,755.47

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52-Parks							
<u>Personnel Services</u>							
52-6100 Salaries & Wages Part-Time	7,421.25	14,629.88	126,000.00	111,370.12	88.39%	16,050.87	168,248.14
52-6105 Salaries & Wages Full-Time	43,624.05	70,049.71	381,000.00	310,950.29	81.61%	44,711.57	301,694.46
52-6210 Health Care	5,329.59	9,779.62	73,500.00	63,720.38	86.69%	7,167.29	50,808.92
52-6220 Payroll Taxes	3,912.50	6,490.29	39,000.00	32,509.71	83.36%	4,592.82	36,891.61
52-6230 TMRS Contribution	2,500.54	4,024.22	18,500.00	14,475.78	78.25%	2,928.63	18,148.88
52-6250 Unemployment Compensation	41.49	80.99	1,000.00	919.01	91.90%	11.09	2,483.09
52-6251 Workers Compensation	0.00	0.00	19,000.00	19,000.00	100.00%	0.00	0.00
Total Personnel Services	<u>62,829.42</u>	<u>105,054.71</u>	<u>658,000.00</u>	<u>552,945.29</u>	<u>84.03%</u>	<u>75,462.27</u>	<u>578,275.10</u>
<u>Other Services & Charges</u>							
52-6370 Contract Services	0.00	0.00	40,000.00	40,000.00	100.00%	0.00	0.00
52-6443 Equipment Rent/Right-To-Use Lease	2,879.43	3,382.86	11,500.00	8,117.14	70.58%	1,006.86	7,457.79
52-6532 Office Tech/Software	171.21	289.98	10,000.00	9,710.02	97.10%	433.85	5,968.49
52-6562 CC Processing Fees	3.94	179.95	10,000.00	9,820.05	98.20%	454.21	24,006.55
52-6569 Vehicle Allowance	400.00	800.00	4,800.00	4,000.00	83.33%	800.00	4,800.00
52-6570 Travel	0.00	0.00	3,000.00	3,000.00	100.00%	1,219.50	3,503.23
52-6571 Mileage	0.00	0.00	2,000.00	2,000.00	100.00%	153.93	464.81
52-6572 Training	0.00	400.00	4,000.00	3,600.00	90.00%	(1,380.00)	4,324.06
52-6581 Refunds	0.00	0.00	1,000.00	1,000.00	100.00%	300.00	1,075.00
52-6651 Postage	0.00	0.00	100.00	100.00	100.00%	0.00	34.57
Total Other Services & Charges	<u>3,454.58</u>	<u>5,052.79</u>	<u>86,400.00</u>	<u>81,347.21</u>	<u>94.15%</u>	<u>2,988.35</u>	<u>51,634.50</u>
<u>Supplies & Maintenance</u>							

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200 - Blue Hole Parkland Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
52-6374 Contract Services	1,896.40	2,146.40	0.00	(2,146.40)	0.00%	2,212.98	43,942.33
52-6410 Utilities	568.33	2,390.46	15,000.00	12,609.54	84.06%	1,246.14	19,487.79
52-6431 Vehicle Maint/Insurance	0.00	7.25	2,000.00	1,992.75	99.64%	0.00	226.76
52-6433 Equipment Maintenance	243.53	1,415.61	7,000.00	5,584.39	79.78%	0.00	2,688.46
52-6583 Fuel	0.00	237.77	3,000.00	2,762.23	92.07%	466.04	2,878.26
52-6610 General Operating Supplies	628.97	1,607.49	26,000.00	24,392.51	93.82%	1,611.04	47,735.60
52-6613 Materials	1,392.71	1,392.71	5,000.00	3,607.29	72.15%	202.50	6,950.27
52-6615 Bldg & Maint Supplies	1,477.91	1,477.91	4,000.00	2,522.09	63.05%	61.95	3,896.33
52-6616 Programs	1,050.18	6,473.38	25,600.00	19,126.62	74.71%	1,097.46	34,041.20
52-6660 Office Supplies	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	709.87
Total Supplies & Maintenance	7,258.03	17,148.98	88,600.00	71,451.02	80.64%	6,898.11	162,556.87
<u>Not Categorized</u>							
52-6390 Miscellaneous/Merchandise	0.00	742.50	20,000.00	19,257.50	96.29%	0.00	0.00
Total Not Categorized	0.00	742.50	20,000.00	19,257.50	96.29%	0.00	0.00
Total Parks	73,542.03	127,998.98	853,000.00	725,001.02	84.99%	85,348.73	792,466.47
Total Expense	73,542.03	127,998.98	853,000.00	725,001.02	84.99%	85,348.73	792,466.47

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202 - Wastewater Fund	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
04-Water/Wastewater	34,073.70	81,005.31	407,000.00	325,994.69	80.10%	65,146.16	422,085.59
Revenue Totals	34,073.70	81,005.31	407,000.00	325,994.69	80.10%	65,146.16	422,085.59
Expense Summary							
04-Water/Wastewater	9,985.48	15,000.79	407,000.00	391,999.21	96.31%	19,930.26	434,094.73
Expense Totals	9,985.48	15,000.79	407,000.00	391,999.21	96.31%	19,930.26	434,094.73
Revenues Over(Under) Expenditures	24,088.22	66,004.52	0.00	0.00	0.00%	45,215.90	(12,009.14)

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202 - Wastewater Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
04-Water/Wastewater							
<u>Service Fees</u>							
04-5400 WW Service Fee	33,956.69	80,647.65	405,000.00	324,352.35	80.09%	64,763.16	416,926.08
Total Service Fees	33,956.69	80,647.65	405,000.00	324,352.35	80.09%	64,763.16	416,926.08
<u>Revenues</u>							
04-5405 Application Fees	100.00	150.00	0.00	(150.00)	0.00%	0.00	200.00
04-5420 WW Penalties	17.01	97.80	1,000.00	902.20	90.22%	159.20	2,065.42
Total Revenues	117.01	247.80	1,000.00	752.20	75.22%	159.20	2,265.42
<u>Other Income</u>							
04-5611 Interest Revenues	0.00	109.86	1,000.00	890.14	89.01%	223.80	2,894.09
Total Other Income	0.00	109.86	1,000.00	890.14	89.01%	223.80	2,894.09
Total Water/Wastewater	34,073.70	81,005.31	407,000.00	325,994.69	80.10%	65,146.16	422,085.59
Total Revenue	34,073.70	81,005.31	407,000.00	325,994.69	80.10%	65,146.16	422,085.59

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202 - Wastewater Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
04-Water/Wastewater							
<u>Other Services & Charges</u>							
04-6370 Contract Services	0.00	0.00	90,000.00	90,000.00	100.00%	0.00	75,773.29
Total Other Services & Charges	0.00	0.00	90,000.00	90,000.00	100.00%	0.00	75,773.29
<u>Supplies & Maintenance</u>							
04-6374 Contract Services	5,587.05	6,891.15	0.00	(6,891.15)	0.00%	10,806.71	51,866.38
04-6410 Utilities	4,398.43	4,769.10	55,000.00	50,230.90	91.33%	9,123.55	61,537.42
04-6433 Equipment Maintenance	0.00	0.00	10,000.00	10,000.00	100.00%	0.00	0.00
04-6610 General Operating Supplies	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	1,966.64
04-6792 Capital Outlay - Other	0.00	3,340.54	0.00	(3,340.54)	0.00%	0.00	0.00
Total Supplies & Maintenance	9,985.48	15,000.79	70,000.00	54,999.21	78.57%	19,930.26	115,370.44
<u>Transfer Out</u>							
04-6701 Interest and Sinking Transfer Out (Waste Water)	0.00	0.00	247,000.00	247,000.00	100.00%	0.00	242,951.00
Total Transfer Out	0.00	0.00	247,000.00	247,000.00	100.00%	0.00	242,951.00
Total Water/Wastewater	9,985.48	15,000.79	407,000.00	391,999.21	96.31%	19,930.26	434,094.73
Total Expense	9,985.48	15,000.79	407,000.00	391,999.21	96.31%	19,930.26	434,094.73

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205 - Hotel Occupancy Tax	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
15-Administration	77,757.27	136,350.10	773,000.00	636,649.90	82.36%	132,708.54	760,941.72
Revenue Totals	77,757.27	136,350.10	773,000.00	636,649.90	82.36%	132,708.54	760,941.72
Expense Summary							
15-Administration	35,440.34	119,602.17	773,000.00	653,397.83	84.53%	36,649.50	849,254.38
Expense Totals	35,440.34	119,602.17	773,000.00	653,397.83	84.53%	36,649.50	849,254.38
Revenues Over(Under) Expenditures	42,316.93	16,747.93	0.00	0.00	0.00%	96,059.04	(88,312.66)

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205 - Hotel Occupancy Tax Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
<u>Tax Revenue</u>							
15-5132 Hotel Occupancy Tax	77,757.27	134,946.41	750,000.00	615,053.59	82.01%	128,202.67	738,804.01
Total Tax Revenue	77,757.27	134,946.41	750,000.00	615,053.59	82.01%	128,202.67	738,804.01
<u>Other Income</u>							
15-5611 Interest Revenues	0.00	1,403.69	23,000.00	21,596.31	93.90%	4,505.87	22,137.71
Total Other Income	0.00	1,403.69	23,000.00	21,596.31	93.90%	4,505.87	22,137.71
Total Administration	77,757.27	136,350.10	773,000.00	636,649.90	82.36%	132,708.54	760,941.72
Total Revenue	77,757.27	136,350.10	773,000.00	636,649.90	82.36%	132,708.54	760,941.72

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205 - Hotel Occupancy Tax Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
Personnel Services							
15-6100 Salaries & Wages Part-Time	0.00	0.00	4,000.00	4,000.00	100.00%	337.50	10,458.75
15-6105 Salaries & Wages Full-Time	5,000.00	10,586.90	119,000.00	108,413.10	91.10%	10,576.90	69,807.69
15-6210 Health Care	0.00	894.45	21,000.00	20,105.55	95.74%	1,563.55	10,508.05
15-6220 Payroll Taxes	379.28	806.68	9,200.00	8,393.32	91.23%	732.04	5,352.73
15-6230 TMRS Contribution	284.00	601.34	6,000.00	5,398.66	89.98%	651.86	4,290.87
15-6250 Unemployment Compensation	65.00	65.00	300.00	235.00	78.33%	0.00	117.00
15-6251 Workers Compensation	0.00	0.00	500.00	500.00	100.00%	0.00	0.00
Total Personnel Services	5,728.28	12,954.37	160,000.00	147,045.63	91.90%	13,861.85	100,535.09
Other Services & Charges							
15-6270 Annual/Assoc Dues	0.00	5,950.00	14,000.00	8,050.00	57.50%	7,335.00	7,459.75
15-6370 Contract Services	0.00	14,280.00	91,000.00	76,720.00	84.31%	500.00	53,891.22
15-6443 Equipment Rent/Right-To-Use Lease	85.13	170.26	1,000.00	829.74	82.97%	85.13	1,106.69
15-6532 Office Tech/Software	110.50	298.00	3,000.00	2,702.00	90.07%	137.57	4,179.82
15-6540 Advertising	720.00	2,911.36	105,000.00	102,088.64	97.23%	720.00	90,961.68
15-6541 Public Relations/Receptions	0.00	0.00	1,000.00	1,000.00	100.00%	36.55	588.94
15-6551 Printing	0.00	526.16	20,000.00	19,473.84	97.37%	2,729.26	10,368.96
15-6569 Vehicle Allowance	0.00	0.00	5,400.00	5,400.00	100.00%	800.00	4,800.00
15-6570 Travel	0.00	605.23	6,000.00	5,394.77	89.91%	0.00	2,108.96
15-6572 Training	0.00	0.00	6,000.00	6,000.00	100.00%	0.00	2,279.00
15-6592 HOT Disbursements	0.00	27,000.00	50,000.00	23,000.00	46.00%	0.00	47,414.39
15-6651 Postage	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	0.00

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205 - Hotel Occupancy Tax Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Total Other Services & Charges	915.63	51,741.01	303,400.00	251,658.99	82.95%	12,343.51	225,159.41
<u>Expenditures</u>							
15-6311 Hotel Occupancy Tax General Projects	24,193.50	47,511.00	74,600.00	27,089.00	36.31%	1,200.70	106,533.90
15-6973 Special Events	0.00	0.00	30,000.00	30,000.00	100.00%	8,150.00	37,542.23
15-6974 Special Events Equipment	1,335.00	1,335.00	10,000.00	8,665.00	86.65%	513.90	10,395.94
15-6975 Wayfinding Signage	0.00	0.00	20,000.00	20,000.00	100.00%	0.00	11,995.10
Total Expenditures	25,528.50	48,846.00	134,600.00	85,754.00	63.71%	9,864.60	166,467.17
<u>Supplies & Maintenance</u>							
15-6410 Utilities	199.57	730.72	5,000.00	4,269.28	85.39%	439.17	4,398.68
15-6430 Bldg Repairs/Maintenance	0.00	149.00	5,000.00	4,851.00	97.02%	0.00	1,141.38
15-6610 General Operating Supplies	145.71	(61.50)	2,000.00	2,061.50	103.08%	66.26	859.01
15-6660 Office Supplies	238.40	612.32	2,000.00	1,387.68	69.38%	74.11	820.18
15-6792 Capital Outlay - Other	2,684.25	4,630.25	30,000.00	25,369.75	84.57%	0.00	218,754.05
Total Supplies & Maintenance	3,267.93	6,060.79	44,000.00	37,939.21	86.23%	579.54	225,973.30
<u>Transfer Out</u>							
15-6701 Interest and Sinking Transfer Out (Old Kyle Rd)	0.00	0.00	131,000.00	131,000.00	100.00%	0.00	131,119.41
Total Transfer Out	0.00	0.00	131,000.00	131,000.00	100.00%	0.00	131,119.41
Total Administration	35,440.34	119,602.17	773,000.00	653,397.83	84.53%	36,649.50	849,254.38
Total Expense	35,440.34	119,602.17	773,000.00	653,397.83	84.53%	36,649.50	849,254.38

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400 - Interest and Sinking	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
10-Interest and Sinking	0.00	0.00	372,000.00	372,000.00	100.00%	0.00	366,717.70
Revenue Totals	0.00	0.00	372,000.00	372,000.00	100.00%	0.00	366,717.70
Expense Summary							
10-Interest and Sinking	0.00	0.00	372,000.00	372,000.00	100.00%	0.00	366,717.70
Expense Totals	0.00	0.00	372,000.00	372,000.00	100.00%	0.00	366,717.70
Revenues Over(Under) Expenditures	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

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400 - Interest and Sinking Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<u>10-Interest and Sinking</u>							
<u>Revenues</u>							
10-6702 I&S General Fund Transfer In	0.00	0.00	125,000.00	125,000.00	100.00%	0.00	123,766.70
10-6703 I&S Waste Water Transfer In	0.00	0.00	247,000.00	247,000.00	100.00%	0.00	242,951.00
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>372,000.00</u>	<u>372,000.00</u>	<u>100.00%</u>	<u>0.00</u>	<u>366,717.70</u>
Total Interest and Sinking	<u>0.00</u>	<u>0.00</u>	<u>372,000.00</u>	<u>372,000.00</u>	<u>100.00%</u>	<u>0.00</u>	<u>366,717.70</u>
 Total Revenue	 <u>0.00</u>	 <u>0.00</u>	 <u>372,000.00</u>	 <u>372,000.00</u>	 <u>100.00%</u>	 <u>0.00</u>	 <u>366,717.70</u>

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400 - Interest and Sinking Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<u>10-Interest and Sinking</u>							
<u>Expenditures</u>							
10-6704 Tax Note Series 2021 Debt Service Principal	0.00	0.00	118,000.00	118,000.00	100.00%	0.00	116,000.00
10-6705 Tax Note Series 2021 Debt Service Interest	0.00	0.00	7,000.00	7,000.00	100.00%	0.00	7,766.70
Total Expenditures	0.00	0.00	125,000.00	125,000.00	100.00%	0.00	123,766.70
<u>Other Services & Charges</u>							
10-6900 Wastewater Debt Service - Prin	0.00	0.00	165,000.00	165,000.00	100.00%	0.00	160,000.00
10-6901 Wastewater Debt Service - Int	0.00	0.00	82,000.00	82,000.00	100.00%	0.00	82,951.00
Total Other Services & Charges	0.00	0.00	247,000.00	247,000.00	100.00%	0.00	242,951.00
Total Interest and Sinking	0.00	0.00	372,000.00	372,000.00	100.00%	0.00	366,717.70
Total Expense	0.00	0.00	372,000.00	372,000.00	100.00%	0.00	366,717.70

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603 - Parking Spaces Cash In Lieu Of	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
00-Non-Departmental	15,000.00	15,000.00	0.00	(15,000.00)	0.00%	0.00	0.00
Revenue Totals	15,000.00	15,000.00	0.00	(15,000.00)	0.00%	0.00	0.00
Revenues Over(Under) Expenditures	15,000.00	15,000.00	0.00	0.00	0.00%	0.00	0.00

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603 - Parking Spaces Cash In Lieu Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
00-Non-Departmental							
Other Income							
00-5611 Parking Spaces Revenue	15,000.00	15,000.00	0.00	(15,000.00)	0.00%	0.00	0.00
Total Other Income	15,000.00	15,000.00	0.00	(15,000.00)	0.00%	0.00	0.00
Total Non-Departmental	15,000.00	15,000.00	0.00	(15,000.00)	0.00%	0.00	0.00
Total Revenue	15,000.00	15,000.00	0.00	(15,000.00)	0.00%	0.00	0.00

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605 - American Rescue Plan	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
-	754.72	1,561.13	332,811.00	331,249.87	99.53%	1,940.23	10,835.03
Revenue Totals	754.72	1,561.13	332,811.00	331,249.87	99.53%	1,940.23	10,835.03
Expense Summary							
05-American Rescue Plan	0.00	0.00	382,811.00	382,811.00	100.00%	0.00	21,287.08
Expense Totals	0.00	0.00	382,811.00	382,811.00	100.00%	0.00	21,287.08
Revenues Over(Under) Expenditures	754.72	1,561.13	(50,000.00)	0.00	0.00%	1,940.23	(10,452.05)

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605 - American Rescue Plan Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
-							
----- Other Income							
-5611 Interest Revenues	754.72	1,561.13	9,000.00	7,438.87	82.65%	1,940.23	10,835.03
Total Other Income	754.72	1,561.13	9,000.00	7,438.87	82.65%	1,940.23	10,835.03
----- Not Categorized							
-5905 American Rescue Plan	0.00	0.00	323,811.00	323,811.00	100.00%	0.00	0.00
Total Not Categorized	0.00	0.00	323,811.00	323,811.00	100.00%	0.00	0.00
Total	754.72	1,561.13	332,811.00	331,249.87	99.53%	1,940.23	10,835.03
Total Revenue	754.72	1,561.13	332,811.00	331,249.87	99.53%	1,940.23	10,835.03

City of Wimberley
Revenue and Expense Report
As of November 30, 2024

1/13/2025 10:44 AM

605 - American Rescue Plan Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
05-American Rescue Plan							
<u>Liabilities</u>							
05-6751 Do Not Use	0.00	0.00	50,000.00	50,000.00	100.00%	0.00	0.00
Total Liabilities	0.00	0.00	50,000.00	50,000.00	100.00%	0.00	0.00
<u>Not Categorized</u>							
05-6751 Outlay - Projects	0.00	0.00	332,811.00	332,811.00	100.00%	0.00	21,287.08
Total Not Categorized	0.00	0.00	332,811.00	332,811.00	100.00%	0.00	21,287.08
Total American Rescue Plan	0.00	0.00	382,811.00	382,811.00	100.00%	0.00	21,287.08
Total Expense	0.00	0.00	382,811.00	382,811.00	100.00%	0.00	21,287.08



AGENDA ITEM:	1. Receive an update from Assistant Fire Chief Robbins of the Wimberley Fire Rescue. (Tim Patek, City Administrator)
SUBMITTED BY:	
DATE SUBMITTED:	12/31/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	2. Receive an update and consider possible action regarding the "Ride to Defeat ALS" event. (Nathan Glaiser, ACM/Director of Development Services)
SUBMITTED BY:	
DATE SUBMITTED:	12/31/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Trisha Ward, the Manager of Development at the ALS Association, will give a presentation on the upcoming "Ride to Defeat ALS" that will take place on March 22, 2025 at Willow Lake Watering Hole and Mercantile. Cyclist will ride in multiple routes through Wimberley. Route maps are attached.

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Ride to Defeat ALS Poster
2. Routes

THIS RIDE'S FOR YOU...

JOIN US TODAY!
MARCH 22, 2025

ALS, or amyotrophic lateral sclerosis, is a devastating neurodegenerative disease that affects nerve cells in the brain and spinal cord; taking away a person's ability to move, swallow, and eventually to breathe.

There is no cure for ALS... yet.

**\$10 OFF
REGISTRATION
WITH CODE:
MYRIDE4ALS**

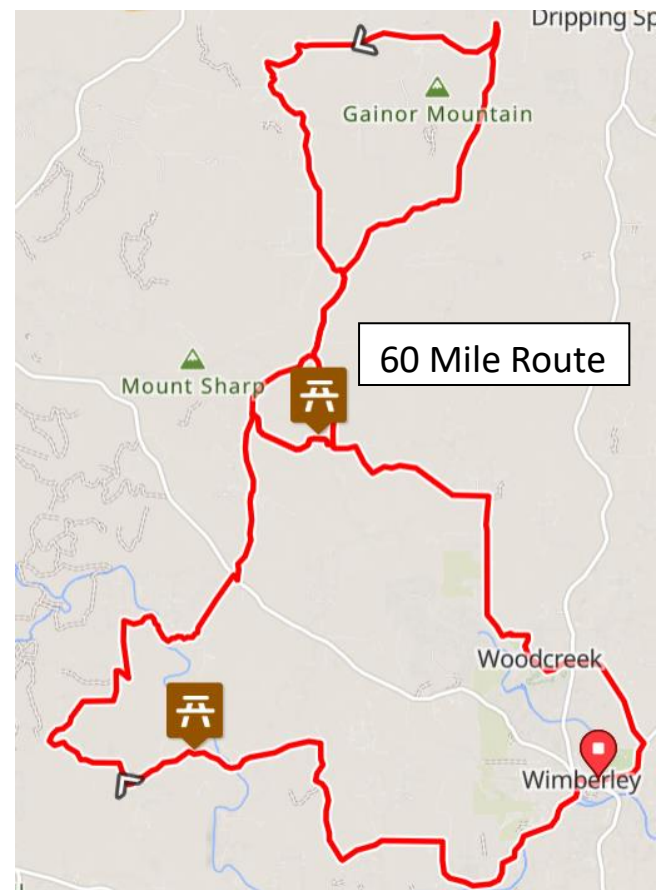
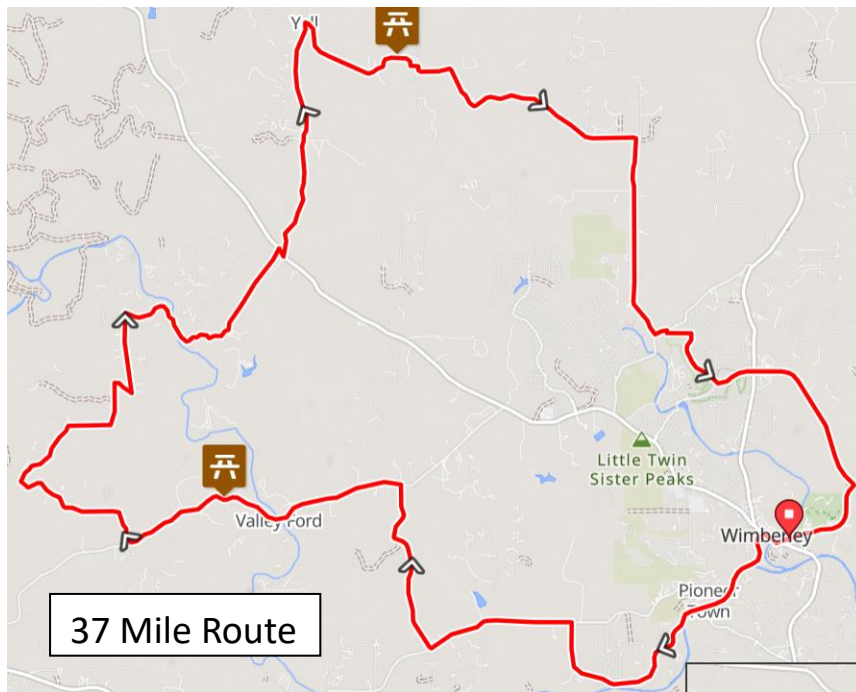
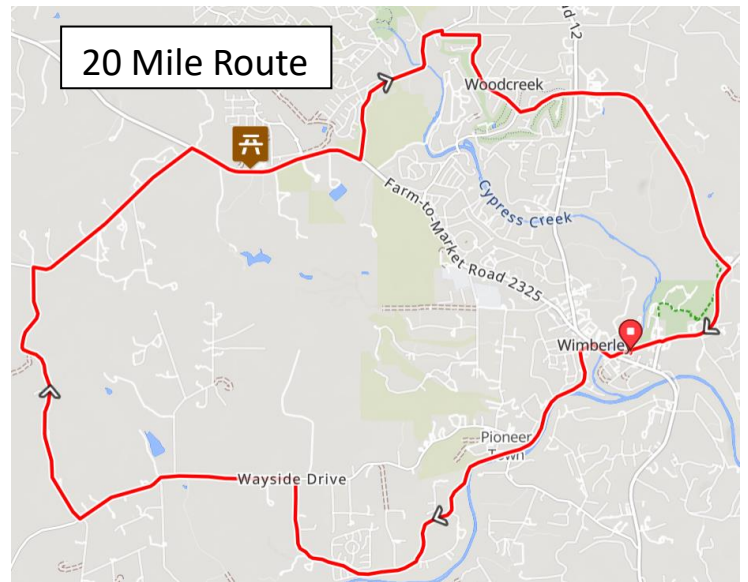
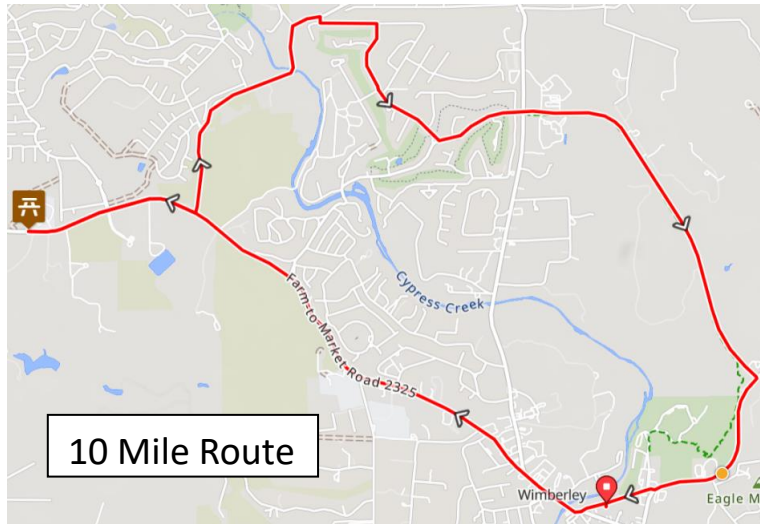
RIDE
TO DEFEAT **ALS**



**SCAN TO GIVE,
PARTICIPATE,
OR VOLUNTEER**

ALS
ASSOCIATION

ALS.ORG/RIDETEXAS | WIMBERLEY, TX | 10/20/37/60 MI ROUTES





AGENDA ITEM:	3. Receive an update from Gilpin Engineering on the TxDOT Alternative Grant Program - Downtown Sidewalk Project. (Tim Patek, City Administrator)
SUBMITTED BY:	
DATE SUBMITTED:	12/31/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. RR12 Sidewalks - HDR Scope and Fee

EXHIBIT B

ENGINEERING SERVICES TO BE PROVIDED BY THE ENGINEER

For Sidewalk PS&E on RM 12

Wimberley, Texas

Project Limits: RM 12 from Old Kyle Road to RM 3237

Project Length: 1,800 feet (0.34 Miles)

Project Statement

The improvements for RM 12 from Old Kyle Road to RM 3237 include the provision of pedestrian facilities, landscaping and limited on-street parking according to the approved schematic developed in the Conceptual Design Phase.

The work to be performed by HDR Engineering, Inc. (ENGINEER) for this project shall consist of providing engineering services for sidewalk, survey, utility coordination, drainage, signing, pavement markings, and PHB at 30%, 60%, 90% and the Final Plans, Specifications, and Estimate (PS&E) submittals.

The ENGINEER shall collect, review, and evaluate the available existing data pertaining to this project and prepare the project design in accordance with applicable requirements, design criteria, and policies of the CITY.

The PS&E package shall be prepared in accordance with the requirements of the applicable TxDOT Specifications, Standards, and Manuals (current versions in effect on the NTP date). Whenever possible, TxDOT standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in a format acceptable to TxDOT and, to the extent possible, incorporate references to approved test procedures.

All design exceptions to approved design criteria shall be requested in writing, by the ENGINEER for approval by the CITY and TxDOT prior to incorporating the criteria into the project design.

The CITY will be the principal point of contact for public or private inquiries regarding the project. The ENGINEER will prepare technical exhibits and attend public stakeholder meetings as requested by the CITY.

The detailed scope of services for this work is further described below.

PROJECT MANAGEMENT

- A. Coordination with CITY:** The ENGINEER will coordinate with the CITY to complete the PS&E for the project. The ENGINEER will prepare for and attend combined monthly coordination meetings with the CITY and TxDOT to discuss project progress, planned activities, key issues

or items requiring decision or approval by the City and TxDOT. The ENGINEER shall prepare meeting minutes for all meetings and will distribute to staff for approval and record keeping.

- B. Invoicing and Schedule Updates:** The ENGINEER will provide monthly invoices for payment to the CITY including a project status report of work completed within the reporting period, work anticipated in the next work period, and any outstanding issues or concerns. The ENGINEER will also provide design schedule updates with the monthly invoices detailing work completed and any task adjustments. Status reporting, invoicing, and schedule updates are anticipated to span a period of 8 months.
- C. Subconsultant Coordination, Deliverable Review and Invoices:** Monthly coordination with the team will be conducted to verify project milestones are met. The ENGINEER will meet with Subconsultants to discuss progress, design updates, constraints, and completion schedules for key tasks. The ENGINEER shall review deliverables from Subconsultants for conformance with the approved scope and project design. Subconsultants will forward their monthly invoices directly to the ENGINEER. The ENGINEER will review, process, and combine all invoices into one deliverable and forward one copy for payment to the CITY.
- D. Quality Assurance / Quality Control:** The ENGINEER will develop a project-specific quality control plan identifying key roles, responsibilities, record keeping procedures, and anticipated review dates and make a copy available to the CITY. The ENGINEER will provide quality control of identified documents prior to each defined design submittal (30%, 60%, 90%, and Final) following established QA/QC processes.
- E. Project Administration:** The ENGINEER will perform management of the contract including coordination with the project task leads and design team to meet the project scope and schedule. Project Management services needed to complete the design phase are anticipated to span a period of 8 months.

ROADWAY DESIGN

- A. Title Sheet and Index of Sheets**
 - 1. Prepare Title sheet
 - 2. Prepare Index of Sheets including standard selections
- B. Typical Sections:** Typical sections shall be prepared for existing conditions and proposed improvements. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, sidewalks, curb offsets, and ROW. The typical section shall also include PGL, centerline, sidewalk design, side slopes, sodding/seeding limits, concrete traffic barriers, station limits, common proposed and existing structures including retaining walls, and limits of embankment and excavation.
- C. Project Layout:** Layout shall consist of a planimetric file of existing features and the proposed improvements within the existing and proposed ROW. The layout shall include the following features:
 - 1. Existing/Proposed ROW
 - 2. Existing/proposed horizontal alignment

3. Proposed drainage features
 4. Proposed retaining walls (as applicable)
 5. Begin/end project stations
 6. Street names
- D. Survey Control Sheet:** Sheet will include horizontal/vertical control points used to establish survey control and will identify horizontal/vertical survey datum and surface to grid adjustment factors.
- E. Horizontal Alignment Data Sheets:** Sheet includes data for the horizontal alignment for RM 12. Superelevation data consisting of station, slope, and begin and end transition will be provided as needed.
- F. Sidewalk Plan:** The ENGINEER will develop plan sheets using the survey acquired by the ENGINEER, as well as utilizing the approved design criteria. The plan view shall contain the following design elements:
1. Calculated roadway centerlines for roadway including cross streets as applicable. Horizontal control points shall be shown.
 2. Pavement edges for all improvements (main roadway, cross streets, and driveways)
 3. Right-of-way and easement limits (proposed and existing)
 4. Sidewalks/Pedestrian facilities
 - a. The ENGINEER shall incorporate pedestrian facilities as required or shown on the project's schematic. Pedestrian facilities will be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), and PROWAG.
 5. Driveway layouts sheets are not assumed. Necessary information will be provided on the sidewalk layout sheets
 6. Identified utilities and providers
- G. Removal Layouts:** Provide removal layouts (double bank) detailing items to be removed for project limits.
- H. Roadway Cross Sections:** The ENGINEER shall determine earthwork quantities and provide final design cross sections at 50-foot intervals. Cross sections shall be delivered on 11"x17" sheets. The ENGINEER shall provide all criteria and input files used to generate the design cross sections. Annotation shall include at a minimum existing/proposed right of way, side slopes (front & back), and profile elevations. Cross sections shall be submitted by the ENGINEER at the 60%, 90%, and Final submittals, respectively.
- I. Miscellaneous Detail Sheets:** Provide detail sheets (estimated 2 sheets) for miscellaneous design details.
- J. Quantity Summary Sheets:** Prepare and update summary of estimated quantity sheets showing item description, item unit, and item quantity for roadway bid items. Summary sheets shall be updated at each milestone submittal.

- K. Standards Selection:** Include standard sheets applicable to project for roadway design elements.

DRAINAGE DESIGN

Coordinate with City staff and perform field review. This will take place at project inception and after completion of the 30% design phase. The following tasks will occur in the 60%, 90%, and Final plan phases.

Storm Drain Analysis and Design

- A. Storm Drains:** The ENGINEER will perform the following storm drain design services:

1. Match existing Storm drain sizes
2. Match Existing Design storm drain system (inlets, laterals, trunk lines and outfalls)
3. Limit discharge into existing outfalls to the capacity of the existing system. Evaluate alternative flow routes if necessary, to relieve system overload.
4. Identify areas requiring trench protection, excavation, shoring, and de-watering.
5. Design non-standard drainage details (junction boxes, pipe connections, etc.).
6. Determine pipe strength requirements.
7. Design outfall structures and appropriate permanent erosion controls to prevent scour hole development and channel erosion.

- B. Storm Drain Hydrologic and Hydraulic Tables:** The ENGINEER will prepare hydraulic data using StormCAD Drainage software for the proposed storm sewer system. The storm system will be designed for the 10-year event and 100-year event per the TxDOT HDM and City approved design criteria.

1. Determine drainage areas and flows for 1X cross culvert drainage systems.
2. Determine the sizing of the drainage crossings. Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the City criteria.
3. Design inlet and outfall erosion protection at 1x outfall

C. Plans Sheets for Drainage Design:

Prepare the PS&E package in accordance with the applicable requirements of the City's specifications, standards, and manuals. Include the following sheets and documents, as appropriate:

1. Drainage Area Maps x1
2. Hydrologic Data Sheets x1
3. Hydraulic Data Sheets x1
4. Storm Drain Plan/Profile Sheets within right-of-way
5. Trench Protection and Special Shoring Details (if applicable)
6. Prepare culvert cross sections x1 and identify each station location.
7. Select any necessary standard details from TxDOT list of standards for items such as inlets, manholes, junction boxes and end treatments.
8. Prepare drainage details for outlet protection (permanent erosion control), outlet

structures

9. Identify pipe strength requirements.
10. Prepare drainage facility quantity summaries.
11. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts.
12. Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
13. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.

SIGNING AND PAVEMENT MARKING

- A. Signing:** The ENGINEER shall prepare drawings, specifications, and details for necessary small signing. The ENGINEER shall coordinate with the City for overall signing strategies and placement of signs outside contract limits.
1. Illustrate and number the proposed signs on sidewalk plan sheets.
 2. Select each sign foundation from City or TxDOT Standards.
- B. Pavement Marking:** The ENGINEER shall detail permanent pavement markings and channelization devices on sidewalk plan sheets. The ENGINEER shall coordinate with the City for overall pavement marking strategies. The ENGINEER shall select Pavement markings from the latest TxDOT standards. The ENGINEER shall provide the following information on sidewalk layouts:
1. Existing signs to remain, to be removed, or to be relocated
 2. Proposed signs (illustrated, numbered and size)
 3. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
- C. Quantity Summary Sheets:** Prepare summary sheets showing item description, item unit, and item quantity for permanent signing and pavement marking bid items.

TRAFFIC SIGNAL DESIGN

The ENGINEER shall prepare drawings, specifications, and details for one pedestrian hybrid beacon (PHB) across RM 12.

A. Signal Design Layout:

1. Conduct a field review in the vicinity of the PHB location to note and verify physical constraints, power connection, utility placement, existing nearby traffic signal equipment, and any other details necessary for signal plan preparation.
2. Prepare traffic signal design plans.
 - a. The 60% design plans will include the existing layout, proposed signal design, intersection modifications, pavement marking/signing and signal head legend.
 - b. The 90% plans will include existing layout, proposed signal design, phasing, pavement marking/signing, signal head legend, conductor/conduit schedule, cable termination chart, load switch information, APS message table, elevations, detection zones, traffic

signal pole foundations, quantity estimates, general notes, and applicable standards and specifications.

3. Coordinate with electric service provider to obtain power supply for the traffic signal.
4. This scope does not include provision of boring profiles or provisions of a Traffic Control Plan (TCP) for construction of the signal.

B. Miscellaneous Detail Sheets: Provide detail sheets (estimated 1 sheet) for miscellaneous design details.

C. Quantity Summary Sheets: Prepare and update summary of estimated quantity sheets showing item description, item unit, and item quantity for roadway bid items. Summary sheets shall be updated at each milestone submittal.

D. Standards Selection: Include standard sheets applicable to project for signal design elements.

TRAFFIC CONTROL PLAN, DETOURS, AND SEQUENCE OF CONSTRUCTION

The ENGINEER shall prepare Traffic Control Plans (TCP) for the project in accordance with the latest edition of the TMUTCD. The ENGINEER is to implement the current Barricade and Construction (BC) standards as applicable. The ENGINEER shall:

- A. Traffic Control Narrative:** Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, work zone pavement markings, barricades, flaggers, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence.
- B. Pedestrian Detour Layout:** Prepare a pedestrian detour layout (1 detour assumed). The ENGINEER shall show proposed traffic control devices and routing for the pedestrian detour. The Pedestrian Detour Layouts will include the following:
 1. Maintain continuous access to abutting properties.
 2. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, and other information deemed necessary for the detour route.
- C. Site Specific Details:** Prepare traffic control details to provide additional guidance to the contractor for traffic control on the project. One business access detail is assumed.
- D. Standards Selection:** Include TxDOT standard sheets applicable to project for traffic control design elements.
- E. Exclusions:** Traffic control phasing layouts are not assumed for the project. TxDOT standard details will be leveraged for construction traffic control.

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

- A. SW3P Plan Sheets:** The ENGINEER shall develop a SW3P plan to minimize potential impacts to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase, and locations of erosion control devices (BMPs) and any required permanent erosion control. Layout sheets not provided, standards and minimum quantities only.
- B. Quantity Summary Sheets:** Provide summary sheets showing item description, item unit, and estimated item quantities. Bid items with a minimum quantity will be provided. No layouts.

- C. Standards Selection:** Include standard sheets applicable to the project for temporary and permanent SW3P elements.

UTILITY COORDINATION

The following scope defines the Utility Coordination and Engineering services to be provided on this project, for a maximum of 7 utility owners, listed below per Texas One-Call.

1. Pedernales Electric Cooperative
2. Charter - Spectrum
3. Fiber Light
4. Texas Gas Service
5. Frontier Communications Inc.
6. Wimberley Water Supply - Water
7. City of Wimberley - Wastewater

A. Utility Coordination

1. Place One-Call, determine Utility Point of Contacts, create Contact List
2. Coordination with Project Team, Preparation and Delivery of Utility Summary Report to be provided at end of the project.
3. Site visit to review project limits and utility facilities.
4. Send out formal Notification Letters communicating project footprint and timeline
5. Create and maintain Utility Communication Log tracking correspondence with utility companies
6. Coordinate and Conduct Utility Project Kick-off Meeting (includes invites, preparation, agenda, and meeting minutes) (Assume 1 virtual meeting maximum)
7. Coordinate and conduct individual utility coordination meetings, meeting minutes (Assumed 2 joint virtual meetings per utility- maximum of 14 meetings). Coordination meetings include verification of utility mapping depictions, review of conflicts, resolutions, designs, and relocation statuses.
8. Identify Utilities with Compensable Rights- Coordinator will request appropriate documentation from utilities to validate prior rights and property interests
9. Review confirmed utility conflicts with each utility company and determine appropriate mitigation of each
10. Obtain Clearance Letters for City for Utilities not in conflict
11. Provide Final Contacts List, Coordination Tracking Log, Utility Status Report and key coordination Meeting Minutes

B. SUE QL-D

Subsurface Utility Engineering Quality Level D - Collect Utility Records, block-maps and as-builts. Plot Utilities from review and analysis of available existing utility records.

C. Utility Engineering

1. Verify Identified utility conflicts with proposed improvements and constructability of improvements, include labeling conflicts with numerical ID, determine any additional conflicts
2. Display and maintain potential utility conflict annotations on Utility Layout.
3. Create and maintain a further detailed Utility Conflict Matrix corresponding with each Conflict ID

4. Calculate conflict confirmation/ clearance with proposed improvement design information including pavement and drainage facilities
5. Evaluate potential need for SUE QL-B locating and QL-A Test Hole services at key locations for conflict determination.
6. Provide formal QC of Utility Layout, Conflict Matrix.
7. Upon confirmation of all conflicts, provide technical support to work with utility companies and design teams to obtain appropriate solutions to resolve each conflict - Design Modifications to Avoid, Protect in Place or Relocate Utility.
8. Provide technical support for interpretation of Utility: standards, timelines, material descriptions, labor quantities, symbols, terms/ slang, and prior rights validation.
9. Deliver a finalized Utility Layout, Conflict Matrix

D. Utility Coordination & Engineering Exclusions:

1. This scope does not include 11x17 project utility sheets or a standalone roll plot.
2. Utility Payment coordination and development of Reimbursement Agreements are not included in the coordination scope.
3. Coordination or communications with other stakeholders beyond utilities companies, such as access and service negotiations with local landowners, are not included in this utility coordination scope.
4. Conflict analysis is scoped to be performed once, substantial project changes requiring significant re-analysis of conflicts and SUE needs as an additional effort is not included in this scope.
5. This scope does not include Utility Relocation Design services such as water and wastewater relocation designs.
6. This scope does not include assistance in relocation designs, over-the-shoulder review, meetings on any relocation designs by utility companies.
7. This scope does not include coordination with utility companies to determine timelines and schedules including design time, long-lead material time, moratorium periods, bidding/ award time, construction timeframe and removal/ proper abandonment for conflicted utilities. The scope assumes the City will provide these services.
8. This scope does not include field construction inspection services such as Utility Construction Monitoring, Scheduling or Verification.
9. This scope does not include any utility permit reviews or permit coordination.

ENVIRONMENTAL

The Engineer shall prepare technical reports and provide all documentation in support of a Categorical Exclusion (CE) in preparation for future state or federal grants or funding that may be made available for the proposed project. The CE shall meet the requirements of 23 CFR §771.117 and TAC, Title 43, Part 1, Chapter 2. The Engineer shall follow guidance per current TxDOT toolkits and the State in effect as of the date of delivery of the documents for review; current state and federal laws, regulations, and policies; agreements between the State and other state or federal agencies; and FHWA and AASHTO guidelines.

Technical Reports

The Engineer shall prepare technical reports to support the CE. Technical reports and documentation

must be prepared for the State with sufficient detail and clarity to support environmental determination(s). Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service.

Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service.

A. Categorical Exclusion

The Engineer shall work with the State to prepare Work Product Development 1 and 2 for the project, to include a project description, project boundaries, and other project details.

B. Historic Resource Identification, Evaluation and Documentation Services

The Engineer shall perform limited non-archeological historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA (36 CFR 800). Prior to conducting formal historic resource investigations, a Project Coordination Request (PCR) would be prepared and approved to determine if further studies would be warranted.

The PCR shall comply with the TxDOT Environmental Compliance Toolkits provided by the State's Environmental Affairs Division in effect as of the date of the receipt of the documents.

The Engineer shall revise the PCR to address comments by the State and may be required to integrate the findings into another environmental document. The City assumes responsibility for transmitting the findings to THC and for transmitting THC comments to the Engineer's Technical Expert. Engineer's Technical Expert is an institution, firm, individual, or team that provides professional scientific services, including but not limited to archeologists, biologists, geologists, historians, or other environmental professions that conduct environmental or cultural assessments required by state or federal law for transportation projects. The City assumes responsibility for any further historic, non-archeological surveys that arise from the findings of the PCR.

The Engineer shall conduct tasks associated with public involvement as requested during the historic resources reporting phase and conforming to the methodology outlined in the TxDOT Environmental Compliance Toolkits.

The Engineer shall contact interested parties when applicable in order to determine local knowledge of historic resources in the project area. Interested parties include but are not limited to: Certified Local Governments, Historic Preservation Offices, County Historical Commissions, Historic Bridge Foundation, and other consulting parties.

C. Archeological Background Studies

The project is presumed to fall under the List of Projects that Do Not Require Review or Coordination for Archeological Compliance, due to its likelihood of falling under the 100 cubic yard threshold for ground disturbance according to the Programmatic Agreement among the Federal Highway Administration, the Texas Department of Transportation, the Texas State Historic Preservation Officer, Participating Tribes, and the Advisory Council on Historic

Preservation Regarding the Implementation of Transportation Undertakings; and the Memorandum of Understanding between the Texas Department of Transportation and the Texas Historical Commission.. If an ABS or further survey is required, a supplemental work authorization would be necessary.

D. Water Resources

The Engineer shall perform a surface water analysis for the project. The engineer shall provide a Draft and final Surface Water Analysis Forms, Draft and final Section 404/10 Impacts Tables. Any required U.S. Army Corps of Engineers (USACE) permitting would be performed under a separate work authorization. The project falls within the contributing zone of the Edwards Aquifer and therefore a Contributing Zone Plan would be required. The Engineer would coordinate the CZP with the TCEQ.

E. Threatened or Endangered Species

The Engineer shall perform a species analysis of the project area and coordinate with TPWD, if required. The Engineer shall provide a Draft and final Species Analysis Form and Spreadsheet and a Draft and final Documentation of Texas Parks and Wildlife Best Management Practices. Surveys for Protected Species or Habitat of Protected Species based on the most current State and TPWD Memorandum of Understanding (MOU Effective 2013.) The Engineer shall:

- Perform surveys of protected species or habitat of protected species. This shall include:
 - All species listed by the United States Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12),
 - All species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register),
 - Species listed as threatened or endangered species or species of greatest conservation need (SGCN) by the State of Texas Threatened and Endangered Species Listings, Texas Park and Wildlife Department (TPWD),
 - Species protected by the Migratory Bird Treaty Act (50 CFR 10.13) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c).
- Examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR §17.94-95) could be impacted by the Transportation Activity. Existing data shall include the Element Occurrence Identification (EOID) records of the TPWD Natural Diversity Database, following the Guidelines set forth in the most current version of TPWD's Guidelines for TXNDD Data Analysis in TxDOT Environmental Documents.

It is not anticipated that the Project will provide habitat for Threatened and Endangered Species. Should habitat be present or Threatened and Endangered Species individuals are identified in the project area, the following tasks would be provided under a supplemental agreement:

- Perform an effect determination pursuant to the Endangered Species Act (ESA) for all federally listed species. A determination of impact must be included for all state-listed species. The determination of effect and impact must be supported by evidence and may require a detailed assessment. Any technical reports used to support the determination(s) must be referenced and provided to the State.

- Determine whether critical habitat is present in the study area and whether the Transportation Activity will affect that critical habitat.
- Perform species-specific habitat surveys, presence or absence surveys for protected species, or critical habitat (per 50 CFR 17.94-95) and rare species.
- Conduct surveys for the presence or absence of protected species according to protocols adopted by USFWS and TPWD for all protected species for which such protocols have been established.
- Personnel conducting presence or absence surveys for protected species shall hold appropriate USFWS and TPWD permits at the time surveys are performed.
- Conduct presence or absence surveys during the time of the year appropriate for each species. If the Engineer's Technical Expert believes that a work authorization to conduct a presence or absence survey does not adequately consider timing of the survey, notify the State as soon as the issue with the survey timing is recognized.
- Furnish the State with completed Biological Evaluation Form and Engineer's Technical Expert's field notes.
- Coordinate between the State and USFWS or TPWD as directed by the State to verify proper rules, regulations and policies are followed for biological services. All coordination between the Engineer's Technical Expert and resource agencies shall be approved in advance by the State.

Habitat Analysis and Characterization of Project Study Area. The Engineer shall perform an analysis and characterization of habitat and habitat impacts for the study area and documented on the Biological Evaluation Form. The habitat analysis shall be based on the most current State and TPWD MOU and associated Programmatic Agreements.

F. Initial Assessment of Hazardous Materials Impacts

The Engineer shall perform an Initial Site Assessment (ISA) for potential hazardous materials impacts for the limits of the study area. The Engineer is responsible for acquiring the latest version of TxDOT's Hazardous Materials Initial Site Assessment (ISA) located in the Hazardous Materials Toolkit.

- Note: The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g. soil or groundwater), and potential construction worker health and safety issues.
- Note: The Engineer is responsible for reviewing and being familiar with the State's guidance related to the development of the ISA and the Hazardous Material process. All guidance and information related to this can be found on the Hazardous Materials Toolkit.

Produce and submit to the State a completed ISA using the State's ISA Environmental Compliance Toolkit guidance format. The Engineer's completed ISA shall include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the Engineer to complete the ISA.

Based on the ISA information, the Engineer shall provide the State a report discussing the

known or potential hazardous materials impacts suitable for inclusion in the environmental document. Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the State are required during future stages of project development, the Engineer shall review those findings and commitments with the State prior to completing the hazardous materials discussion for the environmental document.

G. Section 4(f) Analysis

The improvements would take place partially within the Wimberly Downtown Square National Register Historic District (recently listed). It is not anticipated that the project would have adverse impacts on the historic district or any other Section 4(f) resource. If the project would require a *de minimis*, programmatic or individual evaluation, that would be performed under a supplemental work authorization.

H. Section 6(f) Evaluation

The Engineer shall determine if Land and Water Conservation Fund Act funds were used for the Section 4(f) property in accordance with the regulatory requirements and TPWD guidelines. It is not anticipated that the Project will require evaluation of a Section 6(f) impact. Additional work required to evaluate, mitigate, and coordinate a Section 6(f) property impact would be done under a supplemental work authorization.

PUBLIC OUTREACH

The ENGINEER will attend one open house meeting to discuss improvements along RM 12 with adjacent property owners and stakeholders. The meeting will provide attendees an opportunity to ask questions and share feedback.

Assumptions

1. The City will plan and host the open house meeting.
2. Unique exhibits will not be prepared for the meeting. The ENGINEER will print and deliver existing plans set for use during the meeting.

RIGHT OF WAY SURVEYING

A. Survey Control

Contor shall establish three (3) primary control points where coordinates are based upon the Texas Coordinate System, South Central Zone, NAD 83 (93), NAVD 88. Contor shall establish additional secondary control (based upon the above-described primary control) within the project limits as sufficient to complete the scope of services described herein.

B. Boundary Delineation

Contor shall utilize the record TxDOT ROW Strip Map (if available) of Ranch Road 12, in conjunction with boundary evidence found at the time of survey, to graphically place the existing ROW lines within the survey limits.

C. Topographic Design / Survey

Contor shall collect design survey data within the survey limits. In such areas, conventional survey methods will be utilized to collect cross-sections and break lines at approximate 50-foot intervals. Major grade-break lines necessary to produce a one-foot interval contour DTM will be collected, as well as any visible improvements including driveways (with type noted), driveway

pipes, general building limits, drainage structures, fences, signs (with text), mailboxes, edge of pavement, paint stripes, physical road crown, visible utilities and visible evidence of underground utilities. Trees 8-inches DBH and larger will be tagged and located, noting size and common name.

Deliverables

1. Survey Control Sheets (PDF)
2. 3D DTM and TIN File
3. ASCII Points List (using TxDOT Coding)

Excluded Services:

1. ROW surveying and mapping services beyond that scoped herein
2. Obtaining Right-of-Entry from the adjoining landowners to survey on private property
3. Staking of the proposed Engineers centerline / baseline or proposed ROW
4. Design Survey Services beyond that scoped herein
5. Title abstracting
6. Surveying and document preparation for ROW Parcels, Drainage easements, Temporary Construction Easements and Access Denial
7. Establishing Horizontal/Vertical Survey Control beyond that scoped herein
8. Revisions due to change in the alignment
9. Contacting One-Call to facilitate the markings of underground utilities

ACCESSIBILITY REVIEW

Perform the following services in compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act. PROWAG will be used as the standard to determine compliance with TDLR Administrative Rule 68.102. The following elements will be performed by Altura:

1. Register the project with TDLR
2. Perform plan review of the project construction documents (as provided by client)
3. Perform the final inspection of the project upon completion

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

Deliverables

1. Proof of project registration via the TDLR Proof of Registration Sheet.
2. Plan Review Report detailing the observed findings of project in the construction documents.
3. Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the built project.

PS&E PREPARATION

- A. Specifications and General Notes:** The ENGINEER shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The ENGINEER shall prepare General Notes from the City or TxDOT master list, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The

ENGINEER shall provide General Notes, Special Specifications and Special Provisions in the required format as specified by the City.

- B. Plans and Estimate:** The ENGINEER shall independently develop the submittal package for each defined deliverable milestone. Numbering of Plan Sheets will be updated with the continued development of the project documents for each submittal. Electronic sets of the project documents will be provided at each milestone. The construction plans will include the necessary bid and construction documentation to construct the project in standard City bid format at the specified milestones (30%, 60% & 90%) and Final PS&E submittals. The ENGINEER shall prepare a construction cost estimate at each defined milestone using the latest available bid data from City or TxDOT sources.
- C. Contract Time Determination:** The ENGINEER shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days at the 90% and Final PS&E. The schedule shall include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The ENGINEER shall aid the City in interpreting the schedule.
- D. QA/QC Reviews:** ENGINEER will provide QA/QC reviews for 30%, 60%, 90%, and Final submittals.

DELIVERABLES

The ENGINEER shall provide the following deliverables at each submittal:

- A. 30% Plans Submittal:**
 - 1. One electronic set of 11" x 17" plan sheets (.PDF format)
 - 2. Estimate of construction cost
- B. 60% Plans Submittal:**
 - 1. One electronic set of 11" x 17" plan sheets (.PDF format)
 - 2. Estimate of construction cost
 - 3. Utility Conflict Matrix
- C. 90% Plans Submittal:**
 - 1. One electronic set of 11" x 17" plan sheets (.PDF format)
 - 2. List of governing Specifications
 - 3. General notes
 - 4. Estimate of construction cost
 - 5. Contract time determination summary
 - 6. Other supporting documents
- D. Final submittal (100%).**
 - 1. One electronic set of 11" x 17" plan sheets (.PDF format)
 - 2. Revised supporting documents from 90% review comments
 - 3. Master design reference files in MicroStation format

BID PHASE SERVICES (Hourly)

- A. Attend Pre-bid Meeting–** The ENGINEER shall be present at the pre-bid meeting.
- B. Prepare and Distribute Addendum –** The ENGINEER shall produce no more than one (1) addendum, as needed, for question response or correction to the bid documents, and distribution to bidders.

CONSTRUCTION PHASE SERVICES

- A. Pre-Construction Meeting** – The ENGINEER will attend one pre-construction meeting with the Contractor, the City's project manager, and related City staff; at an agreed upon date and time.

This meeting will be to discuss any project related items, including but not limited to questions related to the construction documents, the construction schedule, scheduled construction status meetings, pay requests, and communication methods (e-mail, phone, fax, etc.) available to both the Contractor, the ENGINEER, and the CITY.

- B. Review of Contractor Submittals** – The ENGINEER will review construction submittals and shop drawings relative to the project specifications and details provided by the Contractor. The Contractor is responsible for providing shop drawings that have complete project information, are clearly depicted, and are ready for the ENGINEER'S review.

The Contractor may submit Shop Drawings and/or Construction Submittals noting minor changes to the Construction Drawings, Specifications, or other information provided by the ENGINEER; and within the area of expertise of the ENGINEER; then modifications and/or approvals may be provided by the ENGINEER. A maximum of four (4) Construction Submittal reviews are anticipated.

- C. Construction Site Visits** – The ENGINEER will perform periodic site visits and observations during project construction. Based on the construction schedule timeline developed by the ENGINEER, no more than one (1) visit is anticipated.

It is at the ENGINEER'S discretion whether to notify the Contractor of a planned or anticipated visit. The ENGINEER may notify the Contractor prior to a site visit to meet the Contractor in the field and discuss ongoing construction operations.

The ENGINEER may request photographs and/or video be taken of specific items in the field by the Contractor. The ENGINEER may also take photographs and/or video to document construction progression, site conditions, or safety issues.

- D. Requests for Information** – The ENGINEER will respond to written Requests for Information (RFI's) during construction. The ENGINEER will accept written Requests for Information provided by the Contractor. The Contractor is responsible for providing complete and clearly written documents, ready for the ENGINEER'S review.

The Contractor may submit RFI's to ask for clarification of the Construction Drawings, Specifications, or other information provided by the ENGINEER for:

Bidding Purposes; and within the area of expertise of the ENGINEER. A maximum of two (2) RFI reviews are anticipated.

If the Contractor requests RFI's for items outside of the ENGINEER'S area of expertise; they may not be approved by the ENGINEER. The Contractor may then choose to have a Registered Engineer in the State of Texas, with that specific expertise, provide Sealed Shop Drawings for review, rather than an RFI

- E. Final Walk-Through / Punch List** – The ENGINEER will accompany the City Representative and the Contractor on a final walk-through when the Contractor notifies the CITY that the project is substantially complete and ready for final inspection.

The ENGINEER may photograph and/or video the completed work, make verbal comments to

the City Representative and to the Contractor during final walk-through; develop a written punch list of items yet to be completed, to be adjusted, removed and / or replaced; document incomplete or missing items; and note those items that are complete and accepted.

DELIVERABLES

A. Final Design

- Conformed Construction Plans, Cost Estimate meeting City and TxDOT Standards and Specifications

B. Pre-Construction and During Construction:

- Construction Submittals
- Construction RFI's
- Construction Site Visit Notes

EXCLUSIONS

- Construction Inspection and Materials Testing services are excluded from this contract. These services will be performed by the CITY through other contracting measures
- Design services beyond those specifically stated in this scope and any previously approved scopes
- Additional construction surveying
- Daily or repeated Construction Inspection Services beyond field meetings established in the scope
- Renderings or animated models
- Geotechnical borings and analysis
- Pavement design
- Retaining Wall Design; TxDOT Type F and C curbs are assumed
- Traffic Signal Warrant Studies
- Pedestrian Hybrid Beacon Warrant
- Utility Relocation Design
- Bid advertisement for the construction project

RM 12 Sidewalk PS&E					
Summary		HDR	Contor	Altura	TOTAL
Project Management	Hours	86	0	0	86
	Fee	\$17,000	\$0	\$0	\$17,000
Sidewalk Design	Hours	741	0	0	741
	Fee	\$103,950	\$0	\$0	\$103,950
Drainage Design	Hours	315	0	0	315
	Fee	\$66,630	\$0	\$0	\$66,630
Signing and Pavement Marking	Hours	40	0	0	40
	Fee	\$5,450	\$0	\$0	\$5,450
Traffic Signals	Hours	188	0	0	188
	Fee	\$27,240	\$0	\$0	\$27,240
Traffic Control Plans	Hours	70	0	0	70
	Fee	\$9,240	\$0	\$0	\$9,240
Erosion Control and SW3P Narrative	Hours	18	0	0	18
	Fee	\$2,920	\$0	\$0	\$2,920
Utility Coordination	Hours	142	0	0	142
	Fee	\$19,280	\$0	\$0	\$19,280
Environmental	Hours	160	0	0	160
	Fee	\$23,140	\$0	\$0	\$23,140
Public Outreach	Hours	8	0	0	8
	Fee	\$1,400	\$0	\$0	\$1,400
Right-of-Way Surveying	Hours	0	0	0	0
	Fee	\$0	\$8,600	\$0	\$8,600
Bid Phase Services	Hours	13	0	0	13
	Fee	\$2,450	\$0	\$0	\$2,450
Construction Phase Services	Hours	22	0	0	22
	Fee	\$5,000	\$0	\$0	\$5,000
Expenses	Hours				
	Fee	\$700	\$0	\$3,000	\$3,700
TOTAL HOURS		1,803	0	0	1803
TOTAL FEE		\$284,400.00	\$8,600.00	\$3,000.00	\$296,000

HDR Engineering, Inc.																														
		Proj Principal	Proj Manager	QC Manager	Sr. Light Designer	Sr. Drainage Engineer	Engr 15+	Engr 10-15	Engr 5-10	EIT	Sr. Utility Engr	Sr. Utility Coordinator	Utility Coordinator	Sr. Real Estate Lead	Sr. Real Estate Spec	Real Estate Spec	Env Lead	Sr. Env. Scientist	Env Scientist	Sr. Geotechnical Lead	Public Involvement Manager	Public Involvement Coordinator	Graphic Designer I	GIS Analyst	Sr. CADD Tech	CADD Tech	Architectural Historian/ Archeologist	Admin Asst	Construction Admin	TOTAL
Labor Rates		\$350	\$300	\$300	\$155	\$280	\$260	\$200	\$165	\$120	\$225	\$180	\$110	\$270	\$215	\$110	\$230	\$150	\$120	\$275	\$230	\$150	\$100	\$135	\$155	\$125	\$150	\$100	\$320	
Project Management																														
A	Coordination with City		24					16																					40	
B	Invoicing and Schedule Updates		6																									12	18	
C	Subconsultant Coordination, Deliverables Review and Invoices		4																									8	12	
E	Project Administration																											16	16	
Task Subtotal Hours		0	34	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	0	86
Task Subtotal Fee		\$0	\$10,200	\$0	\$0	\$0	\$0	\$3,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600	\$0	\$17,000
Sidewalk Design																														
30% Plans																														
A	Title Sheet and Index of Sheets																									2			2	
B	Typical Sections							2		8																8			18	
C	Project Layout									8																2			10	
E	Horizontal Alignment Data Sheets																												0	
F	Sidewalk Plan							24		40																60			124	
F	Driveway Design																												0	
G	Removal Layouts																												0	
H	Cross Sections																												0	
I	Miscellaneous Detail Sheets																												0	
J	Quantity Summary Sheets							2		4																8			14	
K	Standards Selection																												0	
30% PSE Submittal QC and Prepare				4				4		4																8			20	
Task Subtotal Hours		0	0	4	0	0	0	32	0	64	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	0	0	0	188
30% Subtotal Fee		\$0	\$0	\$1,200	\$0	\$0	\$0	\$6,400	\$0	\$7,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000	\$0	\$0	\$0	\$26,280
60% Plans																														
A	Title Sheet and Index of Sheets																									2			2	
B	Typical Sections									2																4			6	
C	Project Layout									4																2			6	
E	Horizontal Alignment Data Sheets																									4			4	
F	Sidewalk Plan							24		40																60			124	
F	Driveway Design							2		8																4			14	
G	Removal Layouts							2		8																12			22	
H	Cross Sections							8		8																20			36	
I	Miscellaneous Detail Sheets									4																			4	
J	Quantity Summary Sheets							2		4																8			14	
K	Standards Selection									2																			2	
60% PSE Submittal QC and Prepare				4				4		4																8			20	
Task Subtotal Hours		0	0	4	0	0	0	42	0	84	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	124	0	0	0	254
60% Subtotal Fee		\$0	\$0	\$1,200	\$0	\$0	\$0	\$8,400	\$0	\$10,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,500	\$0	\$0	\$0	\$35,180
90% Plans																														
A	Title Sheet and Index of Sheets																									1			1	
B	Typical Sections									2																4			6	
C	Project Layout																												0	
E	Horizontal Alignment Data Sheets																									4			4	
F	Sidewalk Plan							24		30																40			94	
F	Driveway Design							1		4																4			9	
G	Removal Layouts																									8			8	
H	Cross Sections							8		8																20			36	
I	Miscellaneous Detail Sheets									2																			2	
J	Quantity Summary Sheets							1		2																8			11	
K	Standards Selection																												0	
90% PSE Submittal QC and Prepare				4				4		4																4			16	
Task Subtotal Hours		0	0	4	0	0	0	38	0	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	93	0	0	0	187
90% Subtotal Fee		\$0	\$0	\$1,200	\$0	\$0	\$0	\$7,600	\$0	\$6,240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,625	\$0	\$0	\$0	\$26,665
100% Plans																														
A	Title Sheet and Index of Sheets																									1			1	
B	Typical Sections									2																4			6	
C	Project Layout																												0	
E	Horizontal Alignment Data Sheets																									4			4	
F	Sidewalk Plan							12		20																40			72	
F	Driveway Design																												0	
G	Removal Layouts																												0	
H	Cross Sections																												0	
I	Miscellaneous Detail Sheets									2																			2	
J	Quantity Summary Sheets							1		2																8			11	
K	Standards Selection																												0	
100% PSE Submittal QC and Prepare				4				4		4																4			16	
Task Subtotal Hours		0	0	4	0	0	0	17	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	61	0	0	0	112
100% Subtotal Fee		\$0	\$0	\$1,200	\$0	\$0	\$0	\$3,400	\$0	\$3,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,625	\$0	\$0	\$0	\$15,825
Task Subtotal Hours		0	0	16	0	0	0	129	0	230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	366	0	0	0	741
Task Subtotal Fee		\$0	\$0	\$4,800	\$0	\$0	\$0	\$25,800	\$0	\$27,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,750	\$0	\$0	\$0	\$103,950

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CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration (includes TDLR's required registration fee)\$300.00
- TAS Plan Review Report\$1,275.00
- TAS Inspection Report\$1,425.00

The total proposed consulting fee under this agreement is three thousand dollars and zero cents (\$3,000.00).



SCOPE OF SERVICES

ASSUMPTIONS

The following assumptions were made during preparation of this scope of services and fee estimate.

All Professional Surveying Services will be performed under the direct supervision of a Texas Registered Professional Land Surveyor (RPLS).

All survey work performed shall be within existing public right-of-way (ROW). Obtaining right-of-entry of any kind is excluded from this scope of services.

Survey Limits – Ranch Road 12 – from Old Kyle Road to FM 3237 (approx. 1800 linear feet), and shall extend from the approx. south ROW line to the north ROW line of Ranch Road 12. A graphic representation of the survey limits are shown below in Exhibit 'A'.

TOPOGRAPHIC SURVEY

SURVEY CONTROL

Contor shall establish three (3) primary control points where coordinates are based upon the Texas Coordinate System, South Central Zone, NAD 83 (93), NAVD 88. Contor shall establish additional secondary control (based upon the above described primary control) within the project limits as sufficient to complete the scope of services described herein.

BOUNDARY DELINEATION

Contor shall utilize the record TxDOT ROW Strip Map (if available) of Ranch Road 12, in conjunction with boundary evidence found at the time of survey, to graphically place the existing ROW lines within the survey limits.

TOPOGRAPHIC / DESIGN SURVEY

Contor shall collect design survey data within the survey limits. In such areas, conventional survey methods will be utilized to collect cross-sections and break lines at approximate 50-foot intervals. Major grade-break lines necessary to produce a one-foot interval contour DTM will be collected, as well as any visible improvements including driveways (with type noted), driveway pipes, general building limits, drainage structures, fences, signs (with text), mailboxes, edge of pavement, paint stripes, physical road crown, visible utilities and visible evidence of underground utilities. Trees 8-inches DBH and larger will be tagged and located, noting size and common name.

Contor, LLC
TBPELS Firm No. 10194424



DELIVERABLES

Survey Control Sheets (PDF)
3D DTM and TIN File
ASCII Points List (using TxDOT Coding)

FEE ESTIMATE

Contor will provide the services described herein on a Lump Sum basis, with all invoices sent to and paid for by the Client.

Design Survey	\$8,600.00
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ADDITIONAL SERVICES (upon request by the Client)

In addition to the services outlined above, Contor can provide additional services as requested by the Client. If requested, a scope of work and estimated fee will be provided in writing prior to Contor proceeding with any additional service. These additional services include, but are not limited to the following:

- ROW surveying and mapping services beyond that scoped herein
- Obtaining Right-of-Entry from the adjoining landowners to survey on private property
- Staking of the proposed Engineers centerline / baseline or proposed ROW
- Design Survey Services beyond that scoped herein
- Title abstracting
- Surveying and document preparation for ROW Parcels, Drainage easements, Temporary Construction Easements and Access Denial
- Establishing Horizontal/Vertical Survey Control beyond that scoped herein
- Revisions due to change in the alignment
- Contacting One-Call to facilitate the markings of underground utilities

Contor, LLC
TBPELS Firm No. 10194424

EXHIBIT 'A'



Contor, LLC
TBPELS Firm No. 10194424



AGENDA ITEM:	1. Discuss the demolition of the Cypress Creek Café Façade at 320 Wimberley Square and the permitting process for future development at that location. (Nathan Glaiser, ACM/Director of Development Services)
SUBMITTED BY:	
DATE SUBMITTED:	01/07/2025
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

A demolition permit was issued by City Staff for the demolition of the Cypress Creek Cafe facade at 320 Wimberley Square. The façade is all that is left standing after the Cypress Creek Café burned down in 2017. A demolition permit was applied for by the new owner of the property and was submitted with two reports from two separate structural engineers stating that the structure is unsafe and in danger of collapse. City Staff contacted ATS, the firm the City uses for building plan reviews and inspections, to provide an independent report. The ATS report agreed with the structural engineers' reports finding the structure to be in imminent danger of collapse in its current condition. Because of the immediate threat to public safety, staff issued the demolition permit.

The Historic Preservation Overlay District allows for administrative approval of demolition in situations where safety is a concern. The new owners will be required to get all the appropriate permits needed to rebuild on the property. This includes a certificate of appropriateness permit from the Planning and Zoning Commission where the design of the new structure will be reviewed for consistency with the Historic Preservation Overlay District's design guidelines.

REQUESTED ACTION

Discussion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	1. Discuss and consider possible action on a Professional Services Agreement with HDR for the design of the downtown sidewalk project. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	12/27/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

A representative with HDR will be in attendance at the January 16th City Council meeting to address and answer any comments or answer questions.

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. RR12 Sidewalks - HDR Scope and Fee
2. City of Wimberley - Professional Services Agreement - HDR

EXHIBIT B

ENGINEERING SERVICES TO BE PROVIDED BY THE ENGINEER

For Sidewalk PS&E on RM 12

Wimberley, Texas

Project Limits: RM 12 from Old Kyle Road to RM 3237

Project Length: 1,800 feet (0.34 Miles)

Project Statement

The improvements for RM 12 from Old Kyle Road to RM 3237 include the provision of pedestrian facilities, landscaping and limited on-street parking according to the approved schematic developed in the Conceptual Design Phase.

The work to be performed by HDR Engineering, Inc. (ENGINEER) for this project shall consist of providing engineering services for sidewalk, survey, utility coordination, drainage, signing, pavement markings, and PHB at 30%, 60%, 90% and the Final Plans, Specifications, and Estimate (PS&E) submittals.

The ENGINEER shall collect, review, and evaluate the available existing data pertaining to this project and prepare the project design in accordance with applicable requirements, design criteria, and policies of the CITY.

The PS&E package shall be prepared in accordance with the requirements of the applicable TxDOT Specifications, Standards, and Manuals (current versions in effect on the NTP date). Whenever possible, TxDOT standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in a format acceptable to TxDOT and, to the extent possible, incorporate references to approved test procedures.

All design exceptions to approved design criteria shall be requested in writing, by the ENGINEER for approval by the CITY and TxDOT prior to incorporating the criteria into the project design.

The CITY will be the principal point of contact for public or private inquiries regarding the project. The ENGINEER will prepare technical exhibits and attend public stakeholder meetings as requested by the CITY.

The detailed scope of services for this work is further described below.

PROJECT MANAGEMENT

- A. Coordination with CITY:** The ENGINEER will coordinate with the CITY to complete the PS&E for the project. The ENGINEER will prepare for and attend combined monthly coordination meetings with the CITY and TxDOT to discuss project progress, planned activities, key issues

or items requiring decision or approval by the City and TxDOT. The ENGINEER shall prepare meeting minutes for all meetings and will distribute to staff for approval and record keeping.

- B. Invoicing and Schedule Updates:** The ENGINEER will provide monthly invoices for payment to the CITY including a project status report of work completed within the reporting period, work anticipated in the next work period, and any outstanding issues or concerns. The ENGINEER will also provide design schedule updates with the monthly invoices detailing work completed and any task adjustments. Status reporting, invoicing, and schedule updates are anticipated to span a period of 8 months.
- C. Subconsultant Coordination, Deliverable Review and Invoices:** Monthly coordination with the team will be conducted to verify project milestones are met. The ENGINEER will meet with Subconsultants to discuss progress, design updates, constraints, and completion schedules for key tasks. The ENGINEER shall review deliverables from Subconsultants for conformance with the approved scope and project design. Subconsultants will forward their monthly invoices directly to the ENGINEER. The ENGINEER will review, process, and combine all invoices into one deliverable and forward one copy for payment to the CITY.
- D. Quality Assurance / Quality Control:** The ENGINEER will develop a project-specific quality control plan identifying key roles, responsibilities, record keeping procedures, and anticipated review dates and make a copy available to the CITY. The ENGINEER will provide quality control of identified documents prior to each defined design submittal (30%, 60%, 90%, and Final) following established QA/QC processes.
- E. Project Administration:** The ENGINEER will perform management of the contract including coordination with the project task leads and design team to meet the project scope and schedule. Project Management services needed to complete the design phase are anticipated to span a period of 8 months.

ROADWAY DESIGN

- A. Title Sheet and Index of Sheets**
 - 1. Prepare Title sheet
 - 2. Prepare Index of Sheets including standard selections
- B. Typical Sections:** Typical sections shall be prepared for existing conditions and proposed improvements. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, sidewalks, curb offsets, and ROW. The typical section shall also include PGL, centerline, sidewalk design, side slopes, sodding/seeding limits, concrete traffic barriers, station limits, common proposed and existing structures including retaining walls, and limits of embankment and excavation.
- C. Project Layout:** Layout shall consist of a planimetric file of existing features and the proposed improvements within the existing and proposed ROW. The layout shall include the following features:
 - 1. Existing/Proposed ROW
 - 2. Existing/proposed horizontal alignment

3. Proposed drainage features
 4. Proposed retaining walls (as applicable)
 5. Begin/end project stations
 6. Street names
- D. Survey Control Sheet:** Sheet will include horizontal/vertical control points used to establish survey control and will identify horizontal/vertical survey datum and surface to grid adjustment factors.
- E. Horizontal Alignment Data Sheets:** Sheet includes data for the horizontal alignment for RM 12. Superelevation data consisting of station, slope, and begin and end transition will be provided as needed.
- F. Sidewalk Plan:** The ENGINEER will develop plan sheets using the survey acquired by the ENGINEER, as well as utilizing the approved design criteria. The plan view shall contain the following design elements:
1. Calculated roadway centerlines for roadway including cross streets as applicable. Horizontal control points shall be shown.
 2. Pavement edges for all improvements (main roadway, cross streets, and driveways)
 3. Right-of-way and easement limits (proposed and existing)
 4. Sidewalks/Pedestrian facilities
 - a. The ENGINEER shall incorporate pedestrian facilities as required or shown on the project's schematic. Pedestrian facilities will be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), and PROWAG.
 5. Driveway layouts sheets are not assumed. Necessary information will be provided on the sidewalk layout sheets
 6. Identified utilities and providers
- G. Removal Layouts:** Provide removal layouts (double bank) detailing items to be removed for project limits.
- H. Roadway Cross Sections:** The ENGINEER shall determine earthwork quantities and provide final design cross sections at 50-foot intervals. Cross sections shall be delivered on 11"x17" sheets. The ENGINEER shall provide all criteria and input files used to generate the design cross sections. Annotation shall include at a minimum existing/proposed right of way, side slopes (front & back), and profile elevations. Cross sections shall be submitted by the ENGINEER at the 60%, 90%, and Final submittals, respectively.
- I. Miscellaneous Detail Sheets:** Provide detail sheets (estimated 2 sheets) for miscellaneous design details.
- J. Quantity Summary Sheets:** Prepare and update summary of estimated quantity sheets showing item description, item unit, and item quantity for roadway bid items. Summary sheets shall be updated at each milestone submittal.

- K. Standards Selection:** Include standard sheets applicable to project for roadway design elements.

DRAINAGE DESIGN

Coordinate with City staff and perform field review. This will take place at project inception and after completion of the 30% design phase. The following tasks will occur in the 60%, 90%, and Final plan phases.

Storm Drain Analysis and Design

- A. Storm Drains:** The ENGINEER will perform the following storm drain design services:

1. Match existing Storm drain sizes
2. Match Existing Design storm drain system (inlets, laterals, trunk lines and outfalls)
3. Limit discharge into existing outfalls to the capacity of the existing system. Evaluate alternative flow routes if necessary, to relieve system overload.
4. Identify areas requiring trench protection, excavation, shoring, and de-watering.
5. Design non-standard drainage details (junction boxes, pipe connections, etc.).
6. Determine pipe strength requirements.
7. Design outfall structures and appropriate permanent erosion controls to prevent scour hole development and channel erosion.

- B. Storm Drain Hydrologic and Hydraulic Tables:** The ENGINEER will prepare hydraulic data using StormCAD Drainage software for the proposed storm sewer system. The storm system will be designed for the 10-year event and 100-year event per the TxDOT HDM and City approved design criteria.

1. Determine drainage areas and flows for 1X cross culvert drainage systems.
2. Determine the sizing of the drainage crossings. Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the City criteria.
3. Design inlet and outfall erosion protection at 1x outfall

C. Plans Sheets for Drainage Design:

Prepare the PS&E package in accordance with the applicable requirements of the City's specifications, standards, and manuals. Include the following sheets and documents, as appropriate:

1. Drainage Area Maps x1
2. Hydrologic Data Sheets x1
3. Hydraulic Data Sheets x1
4. Storm Drain Plan/Profile Sheets within right-of-way
5. Trench Protection and Special Shoring Details (if applicable)
6. Prepare culvert cross sections x1 and identify each station location.
7. Select any necessary standard details from TxDOT list of standards for items such as inlets, manholes, junction boxes and end treatments.
8. Prepare drainage details for outlet protection (permanent erosion control), outlet

structures

9. Identify pipe strength requirements.
10. Prepare drainage facility quantity summaries.
11. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts.
12. Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
13. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.

SIGNING AND PAVEMENT MARKING

- A. Signing:** The ENGINEER shall prepare drawings, specifications, and details for necessary small signing. The ENGINEER shall coordinate with the City for overall signing strategies and placement of signs outside contract limits.
1. Illustrate and number the proposed signs on sidewalk plan sheets.
 2. Select each sign foundation from City or TxDOT Standards.
- B. Pavement Marking:** The ENGINEER shall detail permanent pavement markings and channelization devices on sidewalk plan sheets. The ENGINEER shall coordinate with the City for overall pavement marking strategies. The ENGINEER shall select Pavement markings from the latest TxDOT standards. The ENGINEER shall provide the following information on sidewalk layouts:
1. Existing signs to remain, to be removed, or to be relocated
 2. Proposed signs (illustrated, numbered and size)
 3. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
- C. Quantity Summary Sheets:** Prepare summary sheets showing item description, item unit, and item quantity for permanent signing and pavement marking bid items.

TRAFFIC SIGNAL DESIGN

The ENGINEER shall prepare drawings, specifications, and details for one pedestrian hybrid beacon (PHB) across RM 12.

A. Signal Design Layout:

1. Conduct a field review in the vicinity of the PHB location to note and verify physical constraints, power connection, utility placement, existing nearby traffic signal equipment, and any other details necessary for signal plan preparation.
2. Prepare traffic signal design plans.
 - a. The 60% design plans will include the existing layout, proposed signal design, intersection modifications, pavement marking/signing and signal head legend.
 - b. The 90% plans will include existing layout, proposed signal design, phasing, pavement marking/signing, signal head legend, conductor/conduit schedule, cable termination chart, load switch information, APS message table, elevations, detection zones, traffic

signal pole foundations, quantity estimates, general notes, and applicable standards and specifications.

3. Coordinate with electric service provider to obtain power supply for the traffic signal.
4. This scope does not include provision of boring profiles or provisions of a Traffic Control Plan (TCP) for construction of the signal.

B. Miscellaneous Detail Sheets: Provide detail sheets (estimated 1 sheet) for miscellaneous design details.

C. Quantity Summary Sheets: Prepare and update summary of estimated quantity sheets showing item description, item unit, and item quantity for roadway bid items. Summary sheets shall be updated at each milestone submittal.

D. Standards Selection: Include standard sheets applicable to project for signal design elements.

TRAFFIC CONTROL PLAN, DETOURS, AND SEQUENCE OF CONSTRUCTION

The ENGINEER shall prepare Traffic Control Plans (TCP) for the project in accordance with the latest edition of the TMUTCD. The ENGINEER is to implement the current Barricade and Construction (BC) standards as applicable. The ENGINEER shall:

- A. Traffic Control Narrative:** Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, work zone pavement markings, barricades, flaggers, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence.
- B. Pedestrian Detour Layout:** Prepare a pedestrian detour layout (1 detour assumed). The ENGINEER shall show proposed traffic control devices and routing for the pedestrian detour. The Pedestrian Detour Layouts will include the following:
 1. Maintain continuous access to abutting properties.
 2. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, and other information deemed necessary for the detour route.
- C. Site Specific Details:** Prepare traffic control details to provide additional guidance to the contractor for traffic control on the project. One business access detail is assumed.
- D. Standards Selection:** Include TxDOT standard sheets applicable to project for traffic control design elements.
- E. Exclusions:** Traffic control phasing layouts are not assumed for the project. TxDOT standard details will be leveraged for construction traffic control.

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

- A. SW3P Plan Sheets:** The ENGINEER shall develop a SW3P plan to minimize potential impacts to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase, and locations of erosion control devices (BMPs) and any required permanent erosion control. Layout sheets not provided, standards and minimum quantities only.
- B. Quantity Summary Sheets:** Provide summary sheets showing item description, item unit, and estimated item quantities. Bid items with a minimum quantity will be provided. No layouts.

- C. Standards Selection:** Include standard sheets applicable to the project for temporary and permanent SW3P elements.

UTILITY COORDINATION

The following scope defines the Utility Coordination and Engineering services to be provided on this project, for a maximum of 7 utility owners, listed below per Texas One-Call.

1. Pedernales Electric Cooperative
2. Charter - Spectrum
3. Fiber Light
4. Texas Gas Service
5. Frontier Communications Inc.
6. Wimberley Water Supply - Water
7. City of Wimberley - Wastewater

A. Utility Coordination

1. Place One-Call, determine Utility Point of Contacts, create Contact List
2. Coordination with Project Team, Preparation and Delivery of Utility Summary Report to be provided at end of the project.
3. Site visit to review project limits and utility facilities.
4. Send out formal Notification Letters communicating project footprint and timeline
5. Create and maintain Utility Communication Log tracking correspondence with utility companies
6. Coordinate and Conduct Utility Project Kick-off Meeting (includes invites, preparation, agenda, and meeting minutes) (Assume 1 virtual meeting maximum)
7. Coordinate and conduct individual utility coordination meetings, meeting minutes (Assumed 2 joint virtual meetings per utility- maximum of 14 meetings). Coordination meetings include verification of utility mapping depictions, review of conflicts, resolutions, designs, and relocation statuses.
8. Identify Utilities with Compensable Rights- Coordinator will request appropriate documentation from utilities to validate prior rights and property interests
9. Review confirmed utility conflicts with each utility company and determine appropriate mitigation of each
10. Obtain Clearance Letters for City for Utilities not in conflict
11. Provide Final Contacts List, Coordination Tracking Log, Utility Status Report and key coordination Meeting Minutes

B. SUE QL-D

Subsurface Utility Engineering Quality Level D - Collect Utility Records, block-maps and as-builts. Plot Utilities from review and analysis of available existing utility records.

C. Utility Engineering

1. Verify Identified utility conflicts with proposed improvements and constructability of improvements, include labeling conflicts with numerical ID, determine any additional conflicts
2. Display and maintain potential utility conflict annotations on Utility Layout.
3. Create and maintain a further detailed Utility Conflict Matrix corresponding with each Conflict ID

4. Calculate conflict confirmation/ clearance with proposed improvement design information including pavement and drainage facilities
5. Evaluate potential need for SUE QL-B locating and QL-A Test Hole services at key locations for conflict determination.
6. Provide formal QC of Utility Layout, Conflict Matrix.
7. Upon confirmation of all conflicts, provide technical support to work with utility companies and design teams to obtain appropriate solutions to resolve each conflict - Design Modifications to Avoid, Protect in Place or Relocate Utility.
8. Provide technical support for interpretation of Utility: standards, timelines, material descriptions, labor quantities, symbols, terms/ slang, and prior rights validation.
9. Deliver a finalized Utility Layout, Conflict Matrix

D. Utility Coordination & Engineering Exclusions:

1. This scope does not include 11x17 project utility sheets or a standalone roll plot.
2. Utility Payment coordination and development of Reimbursement Agreements are not included in the coordination scope.
3. Coordination or communications with other stakeholders beyond utilities companies, such as access and service negotiations with local landowners, are not included in this utility coordination scope.
4. Conflict analysis is scoped to be performed once, substantial project changes requiring significant re-analysis of conflicts and SUE needs as an additional effort is not included in this scope.
5. This scope does not include Utility Relocation Design services such as water and wastewater relocation designs.
6. This scope does not include assistance in relocation designs, over-the-shoulder review, meetings on any relocation designs by utility companies.
7. This scope does not include coordination with utility companies to determine timelines and schedules including design time, long-lead material time, moratorium periods, bidding/ award time, construction timeframe and removal/ proper abandonment for conflicted utilities. The scope assumes the City will provide these services.
8. This scope does not include field construction inspection services such as Utility Construction Monitoring, Scheduling or Verification.
9. This scope does not include any utility permit reviews or permit coordination.

ENVIRONMENTAL

The Engineer shall prepare technical reports and provide all documentation in support of a Categorical Exclusion (CE) in preparation for future state or federal grants or funding that may be made available for the proposed project. The CE shall meet the requirements of 23 CFR §771.117 and TAC, Title 43, Part 1, Chapter 2. The Engineer shall follow guidance per current TxDOT toolkits and the State in effect as of the date of delivery of the documents for review; current state and federal laws, regulations, and policies; agreements between the State and other state or federal agencies; and FHWA and AASHTO guidelines.

Technical Reports

The Engineer shall prepare technical reports to support the CE. Technical reports and documentation

must be prepared for the State with sufficient detail and clarity to support environmental determination(s). Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service.

Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service.

A. Categorical Exclusion

The Engineer shall work with the State to prepare Work Product Development 1 and 2 for the project, to include a project description, project boundaries, and other project details.

B. Historic Resource Identification, Evaluation and Documentation Services

The Engineer shall perform limited non-archeological historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA (36 CFR 800). Prior to conducting formal historic resource investigations, a Project Coordination Request (PCR) would be prepared and approved to determine if further studies would be warranted.

The PCR shall comply with the TxDOT Environmental Compliance Toolkits provided by the State's Environmental Affairs Division in effect as of the date of the receipt of the documents.

The Engineer shall revise the PCR to address comments by the State and may be required to integrate the findings into another environmental document. The City assumes responsibility for transmitting the findings to THC and for transmitting THC comments to the Engineer's Technical Expert. Engineer's Technical Expert is an institution, firm, individual, or team that provides professional scientific services, including but not limited to archeologists, biologists, geologists, historians, or other environmental professions that conduct environmental or cultural assessments required by state or federal law for transportation projects. The City assumes responsibility for any further historic, non-archeological surveys that arise from the findings of the PCR.

The Engineer shall conduct tasks associated with public involvement as requested during the historic resources reporting phase and conforming to the methodology outlined in the TxDOT Environmental Compliance Toolkits.

The Engineer shall contact interested parties when applicable in order to determine local knowledge of historic resources in the project area. Interested parties include but are not limited to: Certified Local Governments, Historic Preservation Offices, County Historical Commissions, Historic Bridge Foundation, and other consulting parties.

C. Archeological Background Studies

The project is presumed to fall under the List of Projects that Do Not Require Review or Coordination for Archeological Compliance, due to its likelihood of falling under the 100 cubic yard threshold for ground disturbance according to the Programmatic Agreement among the Federal Highway Administration, the Texas Department of Transportation, the Texas State Historic Preservation Officer, Participating Tribes, and the Advisory Council on Historic

Preservation Regarding the Implementation of Transportation Undertakings; and the Memorandum of Understanding between the Texas Department of Transportation and the Texas Historical Commission.. If an ABS or further survey is required, a supplemental work authorization would be necessary.

D. Water Resources

The Engineer shall perform a surface water analysis for the project. The engineer shall provide a Draft and final Surface Water Analysis Forms, Draft and final Section 404/10 Impacts Tables. Any required U.S. Army Corps of Engineers (USACE) permitting would be performed under a separate work authorization. The project falls within the contributing zone of the Edwards Aquifer and therefore a Contributing Zone Plan would be required. The Engineer would coordinate the CZP with the TCEQ.

E. Threatened or Endangered Species

The Engineer shall perform a species analysis of the project area and coordinate with TPWD, if required. The Engineer shall provide a Draft and final Species Analysis Form and Spreadsheet and a Draft and final Documentation of Texas Parks and Wildlife Best Management Practices. Surveys for Protected Species or Habitat of Protected Species based on the most current State and TPWD Memorandum of Understanding (MOU Effective 2013.) The Engineer shall:

- Perform surveys of protected species or habitat of protected species. This shall include:
 - All species listed by the United States Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12),
 - All species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register),
 - Species listed as threatened or endangered species or species of greatest conservation need (SGCN) by the State of Texas Threatened and Endangered Species Listings, Texas Park and Wildlife Department (TPWD),
 - Species protected by the Migratory Bird Treaty Act (50 CFR 10.13) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c).
- Examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR §17.94-95) could be impacted by the Transportation Activity. Existing data shall include the Element Occurrence Identification (EOID) records of the TPWD Natural Diversity Database, following the Guidelines set forth in the most current version of TPWD's Guidelines for TXNDD Data Analysis in TxDOT Environmental Documents.

It is not anticipated that the Project will provide habitat for Threatened and Endangered Species. Should habitat be present or Threatened and Endangered Species individuals are identified in the project area, the following tasks would be provided under a supplemental agreement:

- Perform an effect determination pursuant to the Endangered Species Act (ESA) for all federally listed species. A determination of impact must be included for all state-listed species. The determination of effect and impact must be supported by evidence and may require a detailed assessment. Any technical reports used to support the determination(s) must be referenced and provided to the State.

- Determine whether critical habitat is present in the study area and whether the Transportation Activity will affect that critical habitat.
- Perform species-specific habitat surveys, presence or absence surveys for protected species, or critical habitat (per 50 CFR 17.94-95) and rare species.
- Conduct surveys for the presence or absence of protected species according to protocols adopted by USFWS and TPWD for all protected species for which such protocols have been established.
- Personnel conducting presence or absence surveys for protected species shall hold appropriate USFWS and TPWD permits at the time surveys are performed.
- Conduct presence or absence surveys during the time of the year appropriate for each species. If the Engineer's Technical Expert believes that a work authorization to conduct a presence or absence survey does not adequately consider timing of the survey, notify the State as soon as the issue with the survey timing is recognized.
- Furnish the State with completed Biological Evaluation Form and Engineer's Technical Expert's field notes.
- Coordinate between the State and USFWS or TPWD as directed by the State to verify proper rules, regulations and policies are followed for biological services. All coordination between the Engineer's Technical Expert and resource agencies shall be approved in advance by the State.

Habitat Analysis and Characterization of Project Study Area. The Engineer shall perform an analysis and characterization of habitat and habitat impacts for the study area and documented on the Biological Evaluation Form. The habitat analysis shall be based on the most current State and TPWD MOU and associated Programmatic Agreements.

F. Initial Assessment of Hazardous Materials Impacts

The Engineer shall perform an Initial Site Assessment (ISA) for potential hazardous materials impacts for the limits of the study area. The Engineer is responsible for acquiring the latest version of TxDOT's Hazardous Materials Initial Site Assessment (ISA) located in the Hazardous Materials Toolkit.

- Note: The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g. soil or groundwater), and potential construction worker health and safety issues.
- Note: The Engineer is responsible for reviewing and being familiar with the State's guidance related to the development of the ISA and the Hazardous Material process. All guidance and information related to this can be found on the Hazardous Materials Toolkit.

Produce and submit to the State a completed ISA using the State's ISA Environmental Compliance Toolkit guidance format. The Engineer's completed ISA shall include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the Engineer to complete the ISA.

Based on the ISA information, the Engineer shall provide the State a report discussing the

known or potential hazardous materials impacts suitable for inclusion in the environmental document. Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the State are required during future stages of project development, the Engineer shall review those findings and commitments with the State prior to completing the hazardous materials discussion for the environmental document.

G. Section 4(f) Analysis

The improvements would take place partially within the Wimberly Downtown Square National Register Historic District (recently listed). It is not anticipated that the project would have adverse impacts on the historic district or any other Section 4(f) resource. If the project would require a *de minimis*, programmatic or individual evaluation, that would be performed under a supplemental work authorization.

H. Section 6(f) Evaluation

The Engineer shall determine if Land and Water Conservation Fund Act funds were used for the Section 4(f) property in accordance with the regulatory requirements and TPWD guidelines. It is not anticipated that the Project will require evaluation of a Section 6(f) impact. Additional work required to evaluate, mitigate, and coordinate a Section 6(f) property impact would be done under a supplemental work authorization.

PUBLIC OUTREACH

The ENGINEER will attend one open house meeting to discuss improvements along RM 12 with adjacent property owners and stakeholders. The meeting will provide attendees an opportunity to ask questions and share feedback.

Assumptions

1. The City will plan and host the open house meeting.
2. Unique exhibits will not be prepared for the meeting. The ENGINEER will print and deliver existing plans set for used during the meeting.

RIGHT OF WAY SURVEYING

A. Survey Control

Contor shall establish three (3) primary control points where coordinates are based upon the Texas Coordinate System, South Central Zone, NAD 83 (93), NAVD 88. Contor shall establish additional secondary control (based upon the above-described primary control) within the project limits as sufficient to complete the scope of services described herein.

B. Boundary Delineation

Contor shall utilize the record TxDOT ROW Strip Map (if available) of Ranch Road 12, in conjunction with boundary evidence found at the time of survey, to graphically place the existing ROW lines within the survey limits.

C. Topographic Design / Survey

Contor shall collect design survey data within the survey limits. In such areas, conventional survey methods will be utilized to collect cross-sections and break lines at approximate 50-foot intervals. Major grade-break lines necessary to produce a one-foot interval contour DTM will be collected, as well as any visible improvements including driveways (with type noted), driveway

pipes, general building limits, drainage structures, fences, signs (with text), mailboxes, edge of pavement, paint stripes, physical road crown, visible utilities and visible evidence of underground utilities. Trees 8-inches DBH and larger will be tagged and located, noting size and common name.

Deliverables

1. Survey Control Sheets (PDF)
2. 3D DTM and TIN File
3. ASCII Points List (using TxDOT Coding)

Excluded Services:

1. ROW surveying and mapping services beyond that scoped herein
2. Obtaining Right-of-Entry from the adjoining landowners to survey on private property
3. Staking of the proposed Engineers centerline / baseline or proposed ROW
4. Design Survey Services beyond that scoped herein
5. Title abstracting
6. Surveying and document preparation for ROW Parcels, Drainage easements, Temporary Construction Easements and Access Denial
7. Establishing Horizontal/Vertical Survey Control beyond that scoped herein
8. Revisions due to change in the alignment
9. Contacting One-Call to facilitate the markings of underground utilities

ACCESSIBILITY REVIEW

Perform the following services in compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act. PROWAG will be used as the standard to determine compliance with TDLR Administrative Rule 68.102. The following elements will be performed by Altura:

1. Register the project with TDLR
2. Perform plan review of the project construction documents (as provided by client)
3. Perform the final inspection of the project upon completion

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

Deliverables

1. Proof of project registration via the TDLR Proof of Registration Sheet.
2. Plan Review Report detailing the observed findings of project in the construction documents.
3. Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the built project.

PS&E PREPARATION

- A. Specifications and General Notes:** The ENGINEER shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The ENGINEER shall prepare General Notes from the City or TxDOT master list, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The

ENGINEER shall provide General Notes, Special Specifications and Special Provisions in the required format as specified by the City.

- B. Plans and Estimate:** The ENGINEER shall independently develop the submittal package for each defined deliverable milestone. Numbering of Plan Sheets will be updated with the continued development of the project documents for each submittal. Electronic sets of the project documents will be provided at each milestone. The construction plans will include the necessary bid and construction documentation to construct the project in standard City bid format at the specified milestones (30%, 60% & 90%) and Final PS&E submittals. The ENGINEER shall prepare a construction cost estimate at each defined milestone using the latest available bid data from City or TxDOT sources.
- C. Contract Time Determination:** The ENGINEER shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days at the 90% and Final PS&E. The schedule shall include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The ENGINEER shall aid the City in interpreting the schedule.
- D. QA/QC Reviews:** ENGINEER will provide QA/QC reviews for 30%, 60%, 90%, and Final submittals.

DELIVERABLES

The ENGINEER shall provide the following deliverables at each submittal:

- A. 30% Plans Submittal:**
 - 1. One electronic set of 11" x 17" plan sheets (.PDF format)
 - 2. Estimate of construction cost
- B. 60% Plans Submittal:**
 - 1. One electronic set of 11" x 17" plan sheets (.PDF format)
 - 2. Estimate of construction cost
 - 3. Utility Conflict Matrix
- C. 90% Plans Submittal:**
 - 1. One electronic set of 11" x 17" plan sheets (.PDF format)
 - 2. List of governing Specifications
 - 3. General notes
 - 4. Estimate of construction cost
 - 5. Contract time determination summary
 - 6. Other supporting documents
- D. Final submittal (100%).**
 - 1. One electronic set of 11" x 17" plan sheets (.PDF format)
 - 2. Revised supporting documents from 90% review comments
 - 3. Master design reference files in MicroStation format

BID PHASE SERVICES (Hourly)

- A. Attend Pre-bid Meeting–** The ENGINEER shall be present at the pre-bid meeting.
- B. Prepare and Distribute Addendum –** The ENGINEER shall produce no more than one (1) addendum, as needed, for question response or correction to the bid documents, and distribution to bidders.

CONSTRUCTION PHASE SERVICES

- A. Pre-Construction Meeting** – The ENGINEER will attend one pre-construction meeting with the Contractor, the City's project manager, and related City staff; at an agreed upon date and time.

This meeting will be to discuss any project related items, including but not limited to questions related to the construction documents, the construction schedule, scheduled construction status meetings, pay requests, and communication methods (e-mail, phone, fax, etc.) available to both the Contractor, the ENGINEER, and the CITY.

- B. Review of Contractor Submittals** – The ENGINEER will review construction submittals and shop drawings relative to the project specifications and details provided by the Contractor. The Contractor is responsible for providing shop drawings that have complete project information, are clearly depicted, and are ready for the ENGINEER'S review.

The Contractor may submit Shop Drawings and/or Construction Submittals noting minor changes to the Construction Drawings, Specifications, or other information provided by the ENGINEER; and within the area of expertise of the ENGINEER; then modifications and/or approvals may be provided by the ENGINEER. A maximum of four (4) Construction Submittal reviews are anticipated.

- C. Construction Site Visits** – The ENGINEER will perform periodic site visits and observations during project construction. Based on the construction schedule timeline developed by the ENGINEER, no more than one (1) visit is anticipated.

It is at the ENGINEER'S discretion whether to notify the Contractor of a planned or anticipated visit. The ENGINEER may notify the Contractor prior to a site visit to meet the Contractor in the field and discuss ongoing construction operations.

The ENGINEER may request photographs and/or video be taken of specific items in the field by the Contractor. The ENGINEER may also take photographs and/or video to document construction progression, site conditions, or safety issues.

- D. Requests for Information** – The ENGINEER will respond to written Requests for Information (RFI's) during construction. The ENGINEER will accept written Requests for Information provided by the Contractor. The Contractor is responsible for providing complete and clearly written documents, ready for the ENGINEER'S review.

The Contractor may submit RFI's to ask for clarification of the Construction Drawings, Specifications, or other information provided by the ENGINEER for:

Bidding Purposes; and within the area of expertise of the ENGINEER. A maximum of two (2) RFI reviews are anticipated.

If the Contractor requests RFI's for items outside of the ENGINEER'S area of expertise; they may not be approved by the ENGINEER. The Contractor may then choose to have a Registered Engineer in the State of Texas, with that specific expertise, provide Sealed Shop Drawings for review, rather than an RFI

- E. Final Walk-Through / Punch List** – The ENGINEER will accompany the City Representative and the Contractor on a final walk-through when the Contractor notifies the CITY that the project is substantially complete and ready for final inspection.

The ENGINEER may photograph and/or video the completed work, make verbal comments to

the City Representative and to the Contractor during final walk-through; develop a written punch list of items yet to be completed, to be adjusted, removed and / or replaced; document incomplete or missing items; and note those items that are complete and accepted.

DELIVERABLES

A. Final Design

- Conformed Construction Plans, Cost Estimate meeting City and TxDOT Standards and Specifications

B. Pre-Construction and During Construction:

- Construction Submittals
- Construction RFI's
- Construction Site Visit Notes

EXCLUSIONS

- Construction Inspection and Materials Testing services are excluded from this contract. These services will be performed by the CITY through other contracting measures
- Design services beyond those specifically stated in this scope and any previously approved scopes
- Additional construction surveying
- Daily or repeated Construction Inspection Services beyond field meetings established in the scope
- Renderings or animated models
- Geotechnical borings and analysis
- Pavement design
- Retaining Wall Design; TxDOT Type F and C curbs are assumed
- Traffic Signal Warrant Studies
- Pedestrian Hybrid Beacon Warrant
- Utility Relocation Design
- Bid advertisement for the construction project

RM 12 Sidewalk PS&E					
Summary		HDR	Contor	Altura	TOTAL
Project Management	Hours	86	0	0	86
	Fee	\$17,000	\$0	\$0	\$17,000
Sidewalk Design	Hours	741	0	0	741
	Fee	\$103,950	\$0	\$0	\$103,950
Drainage Design	Hours	315	0	0	315
	Fee	\$66,630	\$0	\$0	\$66,630
Signing and Pavement Marking	Hours	40	0	0	40
	Fee	\$5,450	\$0	\$0	\$5,450
Traffic Signals	Hours	188	0	0	188
	Fee	\$27,240	\$0	\$0	\$27,240
Traffic Control Plans	Hours	70	0	0	70
	Fee	\$9,240	\$0	\$0	\$9,240
Erosion Control and SW3P Narrative	Hours	18	0	0	18
	Fee	\$2,920	\$0	\$0	\$2,920
Utility Coordination	Hours	142	0	0	142
	Fee	\$19,280	\$0	\$0	\$19,280
Environmental	Hours	160	0	0	160
	Fee	\$23,140	\$0	\$0	\$23,140
Public Outreach	Hours	8	0	0	8
	Fee	\$1,400	\$0	\$0	\$1,400
Right-of-Way Surveying	Hours	0	0	0	0
	Fee	\$0	\$8,600	\$0	\$8,600
Bid Phase Services	Hours	13	0	0	13
	Fee	\$2,450	\$0	\$0	\$2,450
Construction Phase Services	Hours	22	0	0	22
	Fee	\$5,000	\$0	\$0	\$5,000
Expenses	Hours				
	Fee	\$700	\$0	\$3,000	\$3,700
TOTAL HOURS		1,803	0	0	1803
TOTAL FEE		\$284,400.00	\$8,600.00	\$3,000.00	\$296,000

HDR Engineering, Inc.																														
		Proj Principal	Proj Manager	QC Manager	Sr. Light Designer	Sr. Drainage Engineer	Engr 15+	Engr 10-15	Engr 5-10	EIT	Sr. Utility Engr	Sr. Utility Coordinator	Utility Coordinator	Sr. Real Estate Lead	Sr. Real Estate Spec	Real Estate Spec	Env Lead	Sr. Env. Scientist	Env Scientist	Sr. Geotechnical Lead	Public Involvement Manager	Public Involvement Coordinator	Graphic Designer I	GIS Analyst	Sr. CADD Tech	CADD Tech	Architectural Historian/ Archeologist	Admin Asst	Construction Admin	TOTAL
Labor Rates		\$350	\$300	\$300	\$155	\$280	\$260	\$200	\$165	\$120	\$225	\$180	\$110	\$270	\$215	\$110	\$230	\$150	\$120	\$275	\$230	\$150	\$100	\$135	\$155	\$125	\$150	\$100	\$320	
Project Management																														
A	Coordination with City		24					16																					40	
B	Invoicing and Schedule Updates		6																									12	18	
C	Subconsultant Coordination, Deliverables Review and Invoices		4																									8	12	
E	Project Administration																											16	16	
Task Subtotal Hours		0	34	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	0	86
Task Subtotal Fee		\$0	\$10,200	\$0	\$0	\$0	\$0	\$3,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600	\$0	\$17,000
Sidewalk Design																														
30% Plans																														
A	Title Sheet and Index of Sheets																									2			2	
B	Typical Sections							2		8																8			18	
C	Project Layout									8																2			10	
E	Horizontal Alignment Data Sheets																												0	
F	Sidewalk Plan							24		40																60			124	
F	Driveway Design																												0	
G	Removal Layouts																												0	
H	Cross Sections																												0	
I	Miscellaneous Detail Sheets																												0	
J	Quantity Summary Sheets							2		4																8			14	
K	Standards Selection																												0	
30% PSE Submittal QC and Prepare				4				4		4																8			20	
Task Subtotal Hours		0	0	4	0	0	0	32	0	64	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	0	0	0	188
30% Subtotal Fee		\$0	\$0	\$1,200	\$0	\$0	\$0	\$6,400	\$0	\$7,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000	\$0	\$0	\$0	\$26,280
60% Plans																														
A	Title Sheet and Index of Sheets																									2			2	
B	Typical Sections									2																4			6	
C	Project Layout									4																2			6	
E	Horizontal Alignment Data Sheets																									4			4	
F	Sidewalk Plan							24		40																60			124	
F	Driveway Design							2		8																4			14	
G	Removal Layouts							2		8																12			22	
H	Cross Sections							8		8																20			36	
I	Miscellaneous Detail Sheets									4																			4	
J	Quantity Summary Sheets							2		4																8			14	
K	Standards Selection									2																			2	
60% PSE Submittal QC and Prepare				4				4		4																8			20	
Task Subtotal Hours		0	0	4	0	0	0	42	0	84	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	124	0	0	0	254
60% Subtotal Fee		\$0	\$0	\$1,200	\$0	\$0	\$0	\$8,400	\$0	\$10,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,500	\$0	\$0	\$0	\$35,180
90% Plans																														
A	Title Sheet and Index of Sheets																									1			1	
B	Typical Sections									2																4			6	
C	Project Layout																												0	
E	Horizontal Alignment Data Sheets																									4			4	
F	Sidewalk Plan							24		30																40			94	
F	Driveway Design							1		4																4			9	
G	Removal Layouts																									8			8	
H	Cross Sections							8		8																20			36	
I	Miscellaneous Detail Sheets									2																			2	
J	Quantity Summary Sheets							1		2																8			11	
K	Standards Selection																												0	
90% PSE Submittal QC and Prepare				4				4		4																4			16	
Task Subtotal Hours		0	0	4	0	0	0	38	0	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	93	0	0	0	187
90% Subtotal Fee		\$0	\$0	\$1,200	\$0	\$0	\$0	\$7,600	\$0	\$6,240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,625	\$0	\$0	\$0	\$26,665
100% Plans																														
A	Title Sheet and Index of Sheets																									1			1	
B	Typical Sections									2																4			6	
C	Project Layout																												0	
E	Horizontal Alignment Data Sheets																									4			4	
F	Sidewalk Plan							12		20																40			72	
F	Driveway Design																												0	
G	Removal Layouts																												0	
H	Cross Sections																												0	
I	Miscellaneous Detail Sheets									2																			2	
J	Quantity Summary Sheets							1		2																8			11	
K	Standards Selection																												0	
100% PSE Submittal QC and Prepare				4				4		4																4			16	
Task Subtotal Hours		0	0	4	0	0	0	17	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	61	0	0	0	112
100% Subtotal Fee		\$0	\$0	\$1,200	\$0	\$0	\$0	\$3,400	\$0	\$3,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,625	\$0	\$0	\$0	\$15,825
Task Subtotal Hours		0	0	16	0	0	0	129	0	230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	366	0	0	0	741
Task Subtotal Fee		\$0	\$0	\$4,800	\$0	\$0	\$0	\$25,800	\$0	\$27,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,750	\$0	\$0	\$0	\$103,950

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CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration (includes TDLR's required registration fee)\$300.00
- TAS Plan Review Report\$1,275.00
- TAS Inspection Report\$1,425.00

The total proposed consulting fee under this agreement is three thousand dollars and zero cents (\$3,000.00).



SCOPE OF SERVICES

ASSUMPTIONS

The following assumptions were made during preparation of this scope of services and fee estimate.

All Professional Surveying Services will be performed under the direct supervision of a Texas Registered Professional Land Surveyor (RPLS).

All survey work performed shall be within existing public right-of-way (ROW). Obtaining right-of-entry of any kind is excluded from this scope of services.

Survey Limits – Ranch Road 12 – from Old Kyle Road to FM 3237 (approx. 1800 linear feet), and shall extend from the approx. south ROW line to the north ROW line of Ranch Road 12. A graphic representation of the survey limits are shown below in Exhibit 'A'.

TOPOGRAPHIC SURVEY

SURVEY CONTROL

Contor shall establish three (3) primary control points where coordinates are based upon the Texas Coordinate System, South Central Zone, NAD 83 (93), NAVD 88. Contor shall establish additional secondary control (based upon the above described primary control) within the project limits as sufficient to complete the scope of services described herein.

BOUNDARY DELINEATION

Contor shall utilize the record TxDOT ROW Strip Map (if available) of Ranch Road 12, in conjunction with boundary evidence found at the time of survey, to graphically place the existing ROW lines within the survey limits.

TOPOGRAPHIC / DESIGN SURVEY

Contor shall collect design survey data within the survey limits. In such areas, conventional survey methods will be utilized to collect cross-sections and break lines at approximate 50-foot intervals. Major grade-break lines necessary to produce a one-foot interval contour DTM will be collected, as well as any visible improvements including driveways (with type noted), driveway pipes, general building limits, drainage structures, fences, signs (with text), mailboxes, edge of pavement, paint stripes, physical road crown, visible utilities and visible evidence of underground utilities. Trees 8-inches DBH and larger will be tagged and located, noting size and common name.

Contor, LLC
TBPELS Firm No. 10194424



DELIVERABLES

Survey Control Sheets (PDF)
3D DTM and TIN File
ASCII Points List (using TxDOT Coding)

FEE ESTIMATE

Contor will provide the services described herein on a Lump Sum basis, with all invoices sent to and paid for by the Client.

Design Survey	\$8,600.00
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ADDITIONAL SERVICES (upon request by the Client)

In addition to the services outlined above, Contor can provide additional services as requested by the Client. If requested, a scope of work and estimated fee will be provided in writing prior to Contor proceeding with any additional service. These additional services include, but are not limited to the following:

- ROW surveying and mapping services beyond that scoped herein
- Obtaining Right-of-Entry from the adjoining landowners to survey on private property
- Staking of the proposed Engineers centerline / baseline or proposed ROW
- Design Survey Services beyond that scoped herein
- Title abstracting
- Surveying and document preparation for ROW Parcels, Drainage easements, Temporary Construction Easements and Access Denial
- Establishing Horizontal/Vertical Survey Control beyond that scoped herein
- Revisions due to change in the alignment
- Contacting One-Call to facilitate the markings of underground utilities

Contor, LLC
TBPELS Firm No. 10194424

EXHIBIT 'A'



Contor, LLC
TBPELS Firm No. 10194424

**PROFESSIONAL SERVICES AGREEMENT
FOR**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Agreement is entered into by and between the City of Wimberley, a Texas Municipal Corporation (“City”), acting by and through its City Administrator, and HDR Engineering, Inc., a Nebraska corporation (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“City Administrator” shall mean the City Administrator and/or his/her designee.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on _____ and terminate on _____.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES AND PROJECT SCHEDULE

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in *Attachment A* which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Administrator. The determination made by City Administrator shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not reasonably satisfactory to City Administrator. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant’s work not be satisfactory to City Administrator; however, City shall have

no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Administrator, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed _____ (\$_____) as total compensation, to be paid to Consultant as further detailed in Attachment B.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the City.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the City Administrator. Payment will be made to Consultant following written approval of the final work products and services by the City Administrator. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant. This conveyance shall not deprive Consultant of the right to retain reproducible copies of the project materials nor of ownership of Consultant's standard design details, proprietary software, derivatives or specifications which it has developed during the time of its business.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date

of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to: City of Wimberley
City Administrator
221 Stillwater
Wimberley, Texas 78676

If intended for Consultant, to: _____
Attn: _____

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an completed Certificate(s) of Insurance to the City, which shall be clearly labeled _____ in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be e-mailed, with copies of all applicable endorsements to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, with the exception of Professional Liability insurance coverages which may be on a claims made basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for the amounts listed below:

Insurance Requirements

Consultant performing work on City property or public right-of-way for the City of Wimberley shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a copy of the policy with the understanding that premium amounts and other sensitive information may be redacted therein.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Wimberley.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work. If the City requests such modifications after execution of this Agreement, the modifications will be made if the same is commercially available to Consultant.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate Or	City to be listed as additional insured and provide 30 days' notice of cancellation in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated A- (VII) or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000 each claim	

Questions regarding this insurance should be directed to the City of Wimberley (210) 661-3198. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, and all endorsements thereto as they apply to the limits required by the City, with the understanding that premium amounts and other sensitive information may be redacted therein.

9.5 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Wimberley where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in

coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium. In the event Consultant's carriers will not provide the aforementioned notices, Consultant shall be responsible for providing them instead.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing contained in this Article IX shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Wimberley for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages to the extent caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY to the extent caused by or resulting from CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes

personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within one (1) business day of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action to the extent caused by Consultant's negligent acts, errors or omissions, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY'S agent, the CITY'S employee or other entity, excluding the CONSULTANT or the CONSULTANT'S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by CITY. Consultant's DUTY TO DEFEND the CITY obligation shall cease upon a finding by court of law, arbitrator or by mutual agreement between the Parties that Consultant was not negligent.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2) as of the last date written on the signature page hereto.

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this

Agreement:_____. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant.

XIII. CONFLICT OF INTEREST

13.1 Consultant acknowledges that it is informed that a City officer or employee is prohibited from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10)

percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Consultant certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further certifies that it will comply with the all applicable Ethics Code.

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Wimberley, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

Consultant certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVIII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Bexar County, Texas.

XX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Attachment “A” - Scope of Services, including Project Description/Scope of Services;
“Attachment B” - Fee Summary for Professional Services.

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto with respect to the subject matter covered herein and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

XXV. MISCELLANEOUS CITY CODE PROVISIONS

25.1 Representations and Warranties by Consultant. If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

25.2 Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

25.3 Eligibility Certification. Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the City of Wimberley, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

25.5 Texas Family Code Child Support Certification. Consultant certifies that they are not delinquent in child support obligations and therefore is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25.6 Texas Government Code Mandatory Provision. The City of Wimberley may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the

term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

XXVI. LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES

26.1 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF CONSULTANT AND ITS SUB-CONSULTANTS AND SUBCONTRACTORS TO CITY FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS (COLLECTIVELY "CLAIMS") SHALL NOT EXCEED THE LIMIT OF INSURANCE COVERAGE UNDER APPLICABLE INSURANCE POLICY AVAILABLE FOR RESOLUTION OF ANY CLAIMS UNDER THE TERMS AND CONDITIONS OF THE APPLICABLE INSURANCE POLICIES, EXCEPT THAT LIABILITY FOR ANY CLAIM NOT COVERED BY ANY OF CONSULTANT'S INSURANCE POLICIES SHALL BE LIMITED TO \$500,000.00. CONSULTANT AGREES TO PROVIDE PROOF OF CURRENT INSURANCE COVERAGE FOR SERVICES RENDERED UNDER THIS AGREEMENT CONCURRENT WITH THE SIGNING OF THIS AGREEMENT. IN NO EVENT WILL CONSULTANT, ITS SUB- CONSULTANTS OR SUBCONTRACTORS BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

26.2 Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE).

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF WIMBERLEY

CONSULTANT

(Signature)

Printed Name: _____

Title: City Administrator

Date: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.



AGENDA ITEM:	2. Discuss and consider possible action regarding the City of Wimberley's Quarterly Investment Report for the first quarter of Fiscal Year 2025. (Tim Patek, City Administrator)
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	12/31/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

Motion
Discussion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. 1st Quarter Investment Report - FY2025

City of Wimberley Quarterly Investment Report
First Quarter of FY 2025

Fund	Investment Portfolio Summary					Cash Summary			TexPool Summary		TRB CD Accounts	
	Cash in Bank	TexPool	CD	Total	% of Total Investment	Yield Rate	MTD Interest Earned	YTD Interest Earned	MTD Interest Earned	YTD Interest Earned	Quarterly Interest Earned	YTD Interest Earned
October 2024												
General Fund TRB	605,367.98	615,847.68		1,221,215.66	33%	3.00%	1,651.80	1,651.80				
Blue Hole Operating TRB	1,013,270.65		260,823.27	1,274,093.92	35%	3.00%	2,721.27	2,721.27	2,559.05	2,559.05	3.40%	2,216.23
American Rescue Plan Act	316,635.44			316,635.44	9%	3.00%	806.41	806.41				
Hotel Occupancy Tax	508,175.38		258,614.05	766,789.43	21%	3.00%	1,403.69	1,403.69			5.01%	3,225.04
Wastewater Operations	70,284.91			70,284.91	2%	2.99%	109.86	109.86				
Total	2,513,734.36	615,847.68	\$519,437.32	3,649,019.36			6,693.03	6,693.03	2,559.05	2,559.05	5,441.27	5,441.27
Portfolio Diversification Ratio	69%	17%	14%									
November 2024												
General Fund TRB	709,329.15	618,242.01		1,327,571.16	35%	3.00%	1,671.64	3,323.44	2,394.33	4,953.38		
Blue Hole Operating TRB	963,985.48		260,823.27	1,224,808.75	32%	3.00%	2,307.00	5,028.27				
American Rescue Plan Act	317,390.16			317,390.16	8%	3.00%	754.72	1,561.13				
Hotel Occupancy Tax	546,896.60		258,614.05	805,510.65	21%	3.00%	1,333.74	2,737.43				
Wastewater Operations	94,255.35			94,255.35	3%	3.00%	176.98	286.84				
Total	2,631,856.74	618,242.01	\$519,437.32	3,769,536.07			6,244.08	12,937.11	2,394.33	4,953.38	-	-
Portfolio Diversification Ratio	70%	16%	14%									
December 2024												
General Fund TRB	729,689.63	620,636.92		1,350,326.55	36%	3.00%	2,021.26	5,344.70	2,394.91	7,348.29		
Blue Hole Operating TRB	900,807.90		260,823.27	1,161,631.17	31%	3.00%	2,393.79	7,422.06				
American Rescue Plan Act	310,910.24			310,910.24	8%	3.00%	832.58	2,393.71				
Hotel Occupancy Tax	557,734.06		258,614.05	816,348.11	22%	3.00%	1,452.06	4,189.49				
Wastewater Operations	115,317.85			115,317.85	3%	3.00%	262.28	549.12				
Total	2,614,459.68	620,636.92	\$519,437.32	3,754,533.92			6,961.97	19,899.08	2,394.91	7,348.29	-	-
Portfolio Diversification Ratio	70%	17%	14%									

The attached information comprises the *Quarterly Investment Report* for the City of Wimberley, Texas for the first quarter of FY 2025 ending on December 31, 2024 (October-December). The undersigned acknowledges that the City's investment portfolio has been and is in compliance with the policies and strategies as contained in the City's Investment Policy and in compliance with the Public Funds Investment Act of the State of Texas.


Tim Patek
City Administrator



AGENDA ITEM:	3. Discuss and consider possible action regarding a Contract for Election Services with the Hays County Elections Administrator to conduct the May 3, 2025 General Election for the City of Wimberley. <i>(Tammy Heller, City Secretary)</i>
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	12/31/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Contract for Election Services between the Elections Administrator of Hays county, Texas and the City of Wimberley is attached for review. This agreement outlines the services that will be provided by the Elections Administrator and is unchanged from previous years.

The Ordinance calling for the election will be considered at the February 6, 2025, City Council Meeting, to adhere to the recommended and statutory deadline for ordering the election.

REQUESTED ACTION

Motion
Discussion

FINANCIAL

Fiscal Year (FY) 2024 Budget allocated \$6,500.00 for City Elections in line item 100-17-6590.

STAFF RECOMMENDATION

Approval of the Contract for Election Services between the Elections Administrator of Hays County, Texas and the City of Wimberley.

ATTACHMENT/S

1. Contract for Election Services 2025

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services ("Contract")** is made and entered into by and between the **Elections Administrator of Hays County, Texas ("Contracting Officer")** and the **City of Wimberley ("City")** pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the City. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the City's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the City located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
- C. The City agrees to commit the funds necessary to pay for Election-related expenses for the City's Election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of City's holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The City agrees to enter into a joint election agreement required by Hays County.
- I. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:

A. Nomination of Presiding Judges and Alternate Judges. The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to City. The Contracting Officer shall provide the City with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.

C. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. Election Training. The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth

by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

- F. Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.
- G. Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The City Secretary will ensure that Public Notice is also provided via published notice, on the City's website and on all City social media outlets.
- I. Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- J. Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the City, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.
- K. Applications for Mail Ballots.** The City and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable

provisions of the Texas Election Code and that 120 Stagecoach Trail, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

L. Early Voting. In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the City. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 120 Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the City shall be promptly faxed to the Contracting Officer at (512) 878-6699 or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 120 Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code.

M. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

4. Election Day polling locations are determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

N. Election Night Reports. The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

0. Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. Canvass Material Preparation. Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the City. These reports will serve as the canvass materials for the City.

Q. Custodian of Election Records. The Election records will be submitted to the City except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. Recount.

1. The City shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the City shall discuss how such recount is to be conducted. The City shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.
- S. **Schedule for Performance of Services.** The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.
- T. **Contracting with Third Parties.** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the City.
- U. **Department of Justice Preclearance for General Elections.** If required by law, any changes to the general conduct of voting in Hays County will be precleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the City.

II. **RESPONSIBILITIES OF THE CITY.** The City shall perform the following responsibilities:

- A. **Election Orders, Election Notices, and Canvass.** The City shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the City of all actions necessary to call the Election. The City shall be responsible for conducting the official canvass of the Election.
- B. **Map/Annexations.** The City shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.
- C. **Department of Justice Preclearance for Special Elections.** If required by law, the City shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The City shall prepare the text for the City's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and

the exact manner in which the candidates' name shall appear on the ballot. The City shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

E. Precinct Reports to the Texas Secretary of State. Based on information provided by the Contracting Officer, the City shall prepare and file all required precinct reports with the Texas Secretary of State.

F. Annual Voting Report. The City shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

A. Number of Election Workers at Election Day Polling Locations. It is agreed by the Contracting Officer and the City that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.

B. Compensation for Election Workers. The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

A. Charges and Distribution of Costs. In consideration of the joint election services provided by the Contracting Officer, the City will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the City are set forth in the Cost Estimate.

B. Administrative Fee. The Contracting Officer shall charge a fee equal to 10% of the City's share of the cost of the Election or a minimum of \$75.00.

C. Equipment Rental Fee. Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, per Verity Duo, per scanner, per Tenex touchpad component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.

D. Payment. The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the City.

V. TERM AND TERMINATION

A. Initial Term. The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

B. Renewal. Subject to the termination rights set forth herein, this Contract shall be renewed annually.

C. Termination. If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
2. The officers who conduct the official canvass of the Election returns;
3. The authority to serve as custodian of voted ballots or other Election records; or
4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. Cancellation of Election. If the City cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the City shall pay the fee.

C. Contract Copies to Treasure and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. Election to Resolve a Tie. In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The City and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
2. The City will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the Election will be borne by the City; the Contracting Officer will work with the City on cost management.

E. Amendment/Modification. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the City may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the City or its authorized agent, respectively.

F. Severability. If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. Force Majeure. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond

the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. Representatives. For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the City designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Doinoff
Elections Administrator - Hays County
120 Stagecoach Trail
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the City of Wimberley:

Tammy Heller
City Secretary - City of Wimberley
221 Stillwater
Wimberley, Texas 78676
Tel: (512) 847-0025
Fax: (512) 847-0422
Email: theller@cityofwimberley.com

Witness by my hand this 16th day of January, 2025

Contracting Officer:

Jennifer Doinoff, Elections Administrator
Hays County, Texas

Witness by my hand this the 16th day of January 2025.

Local Political Subdivision:

Name of Entity: City of Wimberley

Printed Name: Tammy Heller

Official Capacity: City Secretary

City Secretary/Election Coordinator



AGENDA ITEM:	4. Discuss and consider possible action regarding a Joint Election Agreement between Hays County and the City of Wimberley. <i>(Tammy Heller, City Secretary)</i>
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	12/31/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Joint Election Agreement between the City of Wimberley and Hays County is required in addition to the Contract for Election Services, since Hays County is a part of the Texas Countywide Polling Place Program. Vote centers allow Hays County voters to choose from any polling place, within the county, to cast their vote during early voting and on Election Day. All elections held in Hays County are considered joint.

There is a cost sharing formula included in the Agreement (Section 9, pg. 2). Wimberley will only be charged based on the number of registered voters in the upcoming May 3, 2025 General Election.

REQUESTED ACTION

Motion
Discussion

FINANCIAL

Fiscal Year (FY) 2024 Budget allocated \$6,500.00 for City Elections in line item 100-17-6590.

STAFF RECOMMENDATION

Approval of Joint Elections Agreement between Hays County and the City of Wimberley.

ATTACHMENT/S

1. Joint Election Agreement_Hays County and City of Wimberley 2025

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF WIMBERLEY

This Joint Election Agreement ("Agreement") is entered into on January 16, 2024, between the City of Wimberley, (the "City") 221 Stillwater, Wimberley, Texas 78676 and Hays County (the "County"), 120 Stagecoach Trail, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The City enters into this Agreement for the conduct of the elections to be held from January 16, 2025 to January 15, 2026.

Section 2. *Appointment of Election Officer.* The City appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from January 2024 through December 2024.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the City agrees to designate the Hays County Election Administrator's Office, 120 Stagecoach Trail, San Marcos, Texas 78666 as the main early voting polling place for the City. Furthermore, the City agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The City and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 120 Stagecoach Trail, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the City.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the City with copies of any election documents upon the City's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 120 Stagecoach Trail, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the City with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the City may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USB'S will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USB'S are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The City agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. *Amendments.* This Agreement may not be amended or modified except in writing and executed by both the City and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. *Effective Date.* This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on January 4, 2024 and end on January 3, 2025.

Section 12. *Force Majeure.* Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
120 Stagecoach Trail
San Marcos, Texas 78666

City of Wimberley
Office of the City Secretary
221 Stillwater
Wimberley, Texas 78676

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this 16th day of January 2025

Hays County Elections Administrator

City of Wimberley

Jennifer Doinoff Elections
Administrator

Jim Chiles
Mayor

Attest:

Attest:

Tammy Heller
City Secretary



AGENDA ITEM:	1. Announcements
SUBMITTED BY:	
DATE SUBMITTED:	12/27/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	2. Future Agenda Items
SUBMITTED BY:	
DATE SUBMITTED:	12/27/2024
MEETING DATE:	January 16, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None