



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, APRIL 17, 2025 - 6:00 PM

AGENDA

1. **CALL TO ORDER** April 17, 2025, at 6:00 PM

2. **CALL OF ROLL**

3. **INVOCATION**

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

5. **CITIZENS COMMUNICATIONS**

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

6. **PROCLAMATIONS/RECOGNITIONS**

- 6.1. Proclamation of the City of Wimberley, Texas proclaiming April 21-28, 2025 as "International Dark Sky Week".

7. **CONSENT AGENDA**

- 7.1. Consider approval of Minutes from the April 3, 2025 Regular City Council Meeting. (Tammy Heller, City Secretary)
- 7.2. Approval of the February 2025 Revenue and Expenditure Report for the City of Wimberley. (Tim Patek, City Administrator)
- 7.3. Discuss and consider possible action regarding the City of Wimberley's Quarterly Investment Report for the second quarter of Fiscal Year 2025. (Tim Patek, City Administrator)

8. **PUBLIC HEARINGS AND POSSIBLE ACTION**

- 8.1. Hold a public hearing and consider possible action on Ordinance 2025-10, an application for a

Conditional Use Permit (CUP-25-006), to allow for the operation of a Vacation Rental (STR2) at 740 Ridge Road, Wimberley, Texas. *(Nathan Glaiser, ACA/Development Services Director)*

- 8.2. Hold a public hearing and consider possible action on Ordinance 2025-11, an application for a Zoning Amendment (ZA-25-002), to change the zoning for 1.05 acres of property located at 615 Sunset Drive, Wimberley, TX from Single-Family Residential 2 (R2) to Residential Acreage (RA). *(Nathan Glaiser, ACA/Development Services Director)*

9. DISCUSSION AND POSSIBLE ACTION

- 9.1. Discuss and consider possible action to vacate the Boyles' Home Subdivision plat located at 615 Sunset Drive, Wimberley, Texas. *(Nathan Glaiser, ACA/Development Services Director)*
- 9.2. Discuss and consider approval of an agreement with HDL Companies for Short-Term Rental Administration and Collection of Hotel Occupancy Tax. *(Michele Woods, Tourism Director)*
- 9.3. Discuss and consider possible action to select a firm for professional grant writing services related to the Texas Parks and Wildlife Department (TPWD) Grant Program. *(Richard Shaver, Parks and Recreation Director)*
- 9.4. Discuss and consider possible action to approve the Campaign to Develop the Blue Hole Nature Center. *(Richard Shaver, Parks and Recreation Director)*

10. EXECUTIVE SESSION

- 10.1. Executive Session pursuant to Texas Government Code, Section 551.072 (Real Property) to discuss and consider the purchase, exchange, lease, or value of real property.

11. OPEN SESSION

- 11.1. Discussion and possible action resulting from Executive Session.

12. CITY COUNCIL REPORTS

- 12.1. Announcements
- 12.2. Future Agenda Items

13. 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

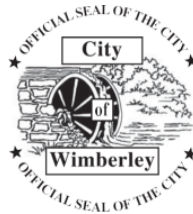
I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to

the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Monday, April 14, 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, the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and

WHEREAS, the experience of standing under a star filled night sky inspires feelings of wonder and awe, and encourages an interest in science and nature, particularly among young people; and

WHEREAS, light pollution has a significant impact on the well-being of all communities; and

WHEREAS, 80 percent of the world’s population, including some people in Hays County, live under a dome of light pollution with excessive artificial lighting and may never experience the wonder of living under a dark sky; and

WHEREAS, millions and millions of birds fly over Hays County during Spring and Fall migration; and

WHEREAS, excessive artificial lighting can have a negative impact on birds during migration; and

WHEREAS, DarkSky International, the globally recognized authority on light pollution, recognizes International Dark -Sky week to raise awareness of the effects of light pollution, provide educational opportunities and encourage the protection of dark skies; and

WHEREAS, DarkSky International recognized the Wimberley Valley as an International Dark Sky Community in 2018 and named the Wimberley Valley the 2023 International Night Sky Place of the year.

NOW, THEREFORE, I, Jim Chiles, by virtue of the authority vested in me as Mayor of the City of Wimberley, Texas do hereby proclaim, April 21-28, 2025 as

"INTERNATIONAL DARK SKY WEEK"

And encourage residents to join us in raising awareness and support for protecting our precious night skies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Wimberley, Texas to be affixed on this 17th day of April 2025.

CITY OF WIMBERLEY

James T. Chiles, Mayor



AGENDA ITEM:	1. Consider approval of Minutes from the April 3, 2025 Regular City Council Meeting. (<i>Tammy Heller, City Secretary</i>)
SUBMITTED BY:	
DATE SUBMITTED:	04/07/2025
MEETING DATE:	April 17, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

Motion

FINANCIAL

STAFF RECOMMENDATION

Approve Minutes as presented or amend as necessary

ATTACHMENT/S

1. 04-03-2025 Regular Meeting Minutes



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, APRIL 3, 2025 - 6:00 PM

MINUTES

1. CALL TO ORDER

Mayor Jim Chiles called the meeting to order at 6:00 PM on Thursday, April 3, 2025.

2. CALL OF ROLL

City Council Members Present:

Jim Chiles, Mayor
Rebecca Minick, Place 1
Bo Bowman, Place 2
Chris Sheffield, Place 3
Bob Clark, Place 4
David Cohen, Place 5

City Staff Present:

Tim Patek, City Administrator
Nathan Glaiser, ACA/Development Services Director
Tammy Heller, City Secretary
Michele Woods, Tourism Director
Gabrielle Snyder, Welcome Center Coordinator
Charlie Zech, City Attorney

3. INVOCATION

Reverend Tim Swan from St. Stephen's Episcopal Church provided the invocation. He offered two prayers for the council and the city, focusing on wisdom, charity, justice, and the well-being of all people.

4. PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

The Pledge of Allegiance was recited.

5. CITIZENS COMMUNICATIONS

There were no citizen communications.

6. PROCLAMATIONS/RECOGNITIONS

6.1. Proclamation of the City of Wimberley, Texas proclaiming April as "Sexual Assault Awareness and Prevention Month"

Mayor Chiles read the proclamation, highlighting statistics on sexual assault in Texas and the services provided by the Hays Caldwell Women's Center. Patricia Platero, a counselor from the Hays Caldwell Women's Center, thanked the mayor and council for their support and recognition of Sexual Assault Awareness Month.

6.2 Proclamation of the City of Wimberley, Texas proclaiming April as "Child Abuse Prevention and Awareness Month"

Mayor Chiles read the proclamation, emphasizing the importance of child abuse prevention and the collaborative efforts of various local organizations. Susan Higgins, a CASA supervisor, spoke about the role of CASA in advocating for children in state care and encouraged community involvement.

7. CONSENT AGENDA

7.1 Consider approval of the March 20, 2025 City Council meeting minutes. (Tammy Heller, City Secretary)

Council Member Cohen moved to approve the consent agenda as presented. Council Member Clark seconded the motion. The motion passed unanimously (5-0).

8. DISCUSSION AND POSSIBLE ACTION

8.1 Discuss and consider possible action on Resolution No. 02-2025, supporting legislative approval that authorizes the Hays Trinity Groundwater Conservation District to manage and protect the Trinity Aquifer for all users and allow reasonable production fees. (Mayor Chiles and Mayor Pro Tem Minnick)

Mayor Chiles and Mayor Pro Tem Minnick presented information on Resolution 01-2025, supporting legislative approval for the Hays Trinity Groundwater Conservation District to manage and protect the Trinity aquifer. They explained the importance of Senate Bill 2660 and its bipartisan support. The resolution would allow for reasonable production fees and give the district the same authority as other groundwater conservation districts.

Council members discussed the importance of water conservation and the need for community awareness on this issue. They also mentioned that other local governments, including Hays County and the City of Woodcreek, had already approved similar resolutions.

Mayor Pro Tem Minnick moved to approve Resolution Number 01-2025 supporting legislative approval that authorizes the Hays Trinity Groundwater Conservation District to manage and protect the Trinity aquifer for all users and allowing reasonable production fees. Council Member Bowman seconded the motion. The motion passed unanimously (5-0).

8.2 Discuss and consider possible action on a recommendation from the Hotel Occupancy Tax Advisory Committee for a grant to fund shuttle services on Saturday, April 26, 2025 to support transportation throughout downtown, the Pie Social, and the Arts Fest. (Michele Woods, Tourism Director)

Michelle Woods, Tourism Director, presented a recommendation from the Hotel Occupancy Tax Advisory Committee for a grant to fund shuttle services on Saturday, April 26, 2025. The shuttle would transport visitors between various events in downtown Wimberley, including the WIC Pie Social and Arts Fest at Waters Point.

The council discussed the need for additional parking options and potentially increasing the number of shuttles from one to two. They also suggested extending the service hours and including additional stops.

Council Member Sheffield moved to approve HOT funds to fund a grant for shuttle or shuttles in an amount not to exceed \$4,000 as presented. Council Member Minnick seconded the motion. The motion passed unanimously (5-0).

8.3 Discuss and consider possible action regarding a request to permit a temporary structure located at 13620 Ranch Road 12, Wimberley, Texas. (Nathan Glaiser, ACA/Development Services Director)

Nathan Glaiser presented a request to renew the permit for FM Pizza operating in the green space picnic table area near Fair Dinkum Coffee. Staff reported no complaints or issues with their operation.

Mayor Pro Tem Minnick moved to approve extending the permit request for the temporary structure at 13620 Ranch Road 12 as presented. Mayor Chiles seconded the motion. The motion passed unanimously (5-0).

8.4 Discuss and consider possible action regarding a request to permit a temporary structure located at 14200 Ranch Road 12, Wimberley, Texas. (Nathan Glaiser, ACA/Development Services Director)

Nathan Glaiser presented a request for a new food truck, Saucy Bros, to be located in front of Blanco Brew Coffee Shop. Robert Walker, representing Saucy Bros, read a letter of support from Rachel Emery, owner of Blanco Brew. The food truck plans to operate 7 days a week from 7 AM to 3 PM.

Council Member Clark moved to approve the request to permit a temporary structure located at 14200 Ranch Road 12, Wimberley, Texas for Saucy Brothers tacos for one year from today's date. Council Member Sheffield seconded the motion. The motion passed unanimously (5-0).

8.5 Discuss and consider possible action to select an engineering and grant administration consultant for services related to the FEMA flood mitigation grant program. (Tim Patek, City Administrator)

Tim Patek explained the grant opportunity for flood mitigation and recommended Scheibe Consulting based on the scoring of the RFQ. He noted that if the city doesn't receive the previous grant we went out for, the council would decide whether to spend the 25% match for this grant.

Council Member Bowman moved to approve the selection of the administration consultant as presented for the FEMA flood mitigation program. Council Member Sheffield seconded the motion. The motion passed unanimously (5-0).

8.6 Discuss and take possible action to authorize initiation of Chapter 54 litigation

Tim Patek presented information on three properties not in compliance with city ordinances:

- 451 Cindy Circle: A residential property being used for commercial purposes.
- 120 Jewel Lane: A vacant lot with excessive storage of items.
- 207 Blanco: A residential property with an expanded home business that has hired employees and installed a driveway to accommodate the business.

The council recessed for executive session at 6:37 PM to discuss the matter with legal counsel. Upon reconvening, council members expressed concerns about balancing the protection of home businesses with neighborhood impacts.

Mayor Pro Tem Minnick moved to authorize the initiation of Chapter 54 litigation for 451 Cindy Circle, 120 Jewel Lane, and 207 Blanco, all in Wimberley, Texas as presented. Council Member Bowman seconded the motion. The motion passed unanimously (5-0)

8.7 Discuss and consider canceling or changing June 19, 2025, Regular City Council Meeting

Tammy Heller explained that June 19th is a federal holiday (Juneteenth), and city offices will be closed. She presented options to cancel the meeting or reschedule it.

Council Member Sheffield moved to cancel the June 19th regular city council meeting. Council Member Bowman seconded the motion. The motion passed unanimously (5-0).

9. CITY COUNCIL REPORTS

9.1 Announcements

Council members and staff made the following announcements:

- A community cleanup is scheduled for April 12th at the Lions Field parking lot from 8 AM to noon.

- A board appreciation event will be held on April 24th at the community center at 5:30 PM.
- Councilmember Sheffield will be absent at the next council meeting.
- Mayor Chiles reported that Wimberley's per capita sales tax is double that of San Marcos.
- Wimberley is featured in Southern Living magazine.
- A military servicemember who passed away is being escorted to Thompson Funeral Home.
- Road construction will be ongoing at night, starting around 8 PM.

9.2 Future Agenda Items

No agenda items were discussed this evening.

10. ADJOURNMENT

Council Member Cohen moved to adjourn the meeting. Council Member Minnick seconded the motion. The motion passed unanimously (5-0).

The meeting was adjourned at 6:56 p.m.

RECORDED BY:

Tammy Heller, City Secretary

APPROVED BY:

James T. Chiles, Mayor





AGENDA ITEM:	2. Approval of the February 2025 Revenue and Expenditure Report for the City of Wimberley. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	04/07/2025
MEETING DATE:	April 17, 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. GLFinancialRevenueAndExpense9_09 AM February 2025

City of Wimberley
Revenue And Expense Report
As of February 28, 2025

4/14/2025 9:09 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	255,814.47	1,031,283.10	2,028,000.00	996,716.90	49.15%	1,017,643.62	2,313,825.64
51-Community Center	5,502.50	27,367.47	75,300.00	47,932.53	63.66%	36,245.17	86,704.57
Revenue Totals	<u>261,316.97</u>	<u>1,058,650.57</u>	<u>2,103,300.00</u>	<u>1,044,649.43</u>	<u>49.67%</u>	<u>1,053,888.79</u>	<u>2,400,530.21</u>
Expense Summary							
15-Administration	62,987.03	343,759.51	762,000.00	418,240.49	54.89%	288,197.97	785,271.97
16-Legal	2,274.88	14,161.50	80,000.00	65,838.50	82.30%	31,029.92	61,748.81
17-Council/Board	12,945.85	22,041.90	109,000.00	86,958.10	79.78%	34,616.56	87,616.03
18-Building	2,610.00	18,017.50	50,000.00	31,982.50	63.97%	20,491.25	62,510.09
21-Public Safety	3,000.00	16,120.00	72,000.00	55,880.00	77.61%	14,390.00	82,650.39
30-Public Works	28,403.80	142,090.35	333,200.00	191,109.65	57.36%	117,023.27	306,371.13
31-Roads	16,779.61	67,943.39	449,659.01	381,715.62	84.89%	28,496.65	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	27,142.96	109,143.40	259,600.00	150,456.60	57.96%	70,886.32	197,937.20
52-Parks	543.89	5,573.70	9,500.00	3,926.30	41.33%	1,923.26	3,958.39
Expense Totals	<u>156,688.02</u>	<u>738,851.25</u>	<u>2,126,959.01</u>	<u>1,388,107.76</u>	<u>65.26%</u>	<u>607,055.20</u>	<u>1,941,403.05</u>
Revenues Over(Under) Expenditures	<u>104,628.95</u>	<u>319,799.32</u>	<u>(23,659.01)</u>	<u>0.00</u>	<u>0.00%</u>	<u>446,833.59</u>	<u>459,127.16</u>

City of Wimberley
Revenue and Expense Report
As of February 28, 2025

4/14/2025 9:09 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	192,569.81	713,179.03	1,513,000.00	799,820.97	52.86%	682,167.75	1,545,163.85
15-5131 Mixed Beverage Tax	9,217.53	43,943.58	80,000.00	36,056.42	45.07%	35,266.66	94,439.19
15-5171 Franchise Tax	14,187.23	151,341.84	300,000.00	148,658.16	49.55%	155,912.02	312,458.12
Total Tax Revenue	215,974.57	908,464.45	1,893,000.00	984,535.55	52.01%	873,346.43	1,952,061.16
<u>Licenses & Permits</u>							
15-5211 Beer & Wine Permits	3,000.00	4,125.00	7,000.00	2,875.00	41.07%	3,675.00	13,520.00
15-5219 Sign Permits	0.00	175.00	1,000.00	825.00	82.50%	610.00	1,060.00
15-5221 Building Permits	4,277.60	20,556.90	35,000.00	14,443.10	41.27%	28,713.68	70,407.28
Total Licenses & Permits	7,277.60	24,856.90	43,000.00	18,143.10	42.19%	32,998.68	84,987.28
<u>Other Income</u>							
15-5340 Grant Funds	22,500.00	44,900.00	0.00	(44,900.00)	0.00%	64,401.09	148,160.31
15-5611 Interest Revenues	4,200.30	21,329.25	40,000.00	18,670.75	46.68%	15,597.37	46,178.40
15-5701 Other/Misc	282.00	1,395.00	1,000.00	(395.00)	(39.50%)	(68.00)	(965.81)
Total Other Income	26,982.30	67,624.25	41,000.00	(26,624.25)	(64.94%)	79,930.46	193,372.90
<u>Service Fees</u>							
15-5413 Zoning	1,500.00	5,550.00	12,000.00	6,450.00	53.75%	7,308.80	15,533.80
15-5414 Subdivision Fees	0.00	1,725.00	2,000.00	275.00	13.75%	708.00	2,419.50
15-5416 Building Inspections	3,505.00	16,005.00	25,000.00	8,995.00	35.98%	14,415.00	42,382.75
15-5417 Bldg Plan Reviews	575.00	7,057.50	12,000.00	4,942.50	41.19%	8,936.25	23,068.25
Total Service Fees	5,580.00	30,337.50	51,000.00	20,662.50	40.51%	31,368.05	83,404.30
Total Administration	255,814.47	1,031,283.10	2,028,000.00	996,716.90	49.15%	1,017,643.62	2,313,825.64

City of Wimberley
Revenue and Expense Report
As of February 28, 2025

4/14/2025 9:09 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.
51-Community Center							
<u>Service Fees</u>							
51-5475 WCC Facility Rentals	3,347.50	21,671.75	60,300.00	38,628.25	64.06%	30,963.66	64,961.84
Total Service Fees	3,347.50	21,671.75	60,300.00	38,628.25	64.06%	30,963.66	64,961.84
<u>Revenues</u>							
51-5476 Special Events	2,155.00	5,680.00	15,000.00	9,320.00	62.13%	5,281.51	21,742.73
Total Revenues	2,155.00	5,680.00	15,000.00	9,320.00	62.13%	5,281.51	21,742.73
<u>Tax Revenue</u>							
51-5479 Vending/Merchandise	0.00	15.72	0.00	(15.72)	0.00%	0.00	0.00
Total Tax Revenue	0.00	15.72	0.00	(15.72)	0.00%	0.00	0.00
Total Community Center	5,502.50	27,367.47	75,300.00	47,932.53	63.66%	36,245.17	86,704.57
Total Revenue	261,316.97	1,058,650.57	2,103,300.00	1,044,649.43	49.67%	1,053,888.79	2,400,530.21

City of Wimberley
Revenue and Expense Report
As of February 28, 2025

4/14/2025 9:09 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							
<u>Personnel Services</u>							
15-6101 Salary Pay	(692.40)	0.00	0.00	0.00	0.00%	0.00	0.00
15-6105 Salaries & Wages Full-Time	23,924.90	127,312.73	302,000.00	174,687.27	57.84%	121,182.45	289,613.93
15-6210 Health Care	1,885.39	9,432.47	31,500.00	22,067.53	70.06%	9,672.65	22,909.02
15-6220 Payroll Taxes	1,832.82	10,017.12	23,000.00	12,982.88	56.45%	9,375.51	22,612.53
15-6230 TMRS Contribution	1,182.36	7,195.38	15,000.00	7,804.62	52.03%	7,751.03	17,763.57
15-6250 Unemployment Compensation	63.58	181.79	400.00	218.21	54.55%	27.01	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	28,196.65	154,139.49	373,200.00	219,060.51	58.70%	148,008.65	353,250.05
<u>Other Services & Charges</u>							
15-6270 Annual/Assoc Dues	1,263.25	1,553.24	4,500.00	2,946.76	65.48%	1,792.87	4,178.97
15-6340 Technology Consultant	31.25	2,169.83	11,000.00	8,830.17	80.27%	1,343.75	1,968.75
15-6370 Contract Services	543.11	1,089.03	35,000.00	33,910.97	96.89%	2,783.10	5,746.04
15-6420 Office Cleaning	803.25	3,503.25	8,000.00	4,496.75	56.21%	2,875.00	6,900.00
15-6443 Equipment Rent/Right-To-Use Lease	884.59	3,700.52	9,500.00	5,799.48	61.05%	3,593.09	8,365.15
15-6500 Grant Expenditures	22,500.00	67,400.00	0.00	(67,400.00)	0.00%	15,000.00	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	362.36	867.07	7,000.00	6,132.93	87.61%	1,776.48	4,213.50
15-6532 Office Tech/Software	5,231.26	21,573.90	60,000.00	38,426.10	64.04%	32,106.41	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	6,500.00	15,600.00	9,100.00	58.33%	6,500.00	15,831.16

City of Wimberley
Revenue and Expense Report
As of February 28, 2025

4/14/2025 9:09 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.
15-6570 Travel	0.00	2,168.40	6,000.00	3,831.60	63.86%	914.84	2,639.62
15-6571 Mileage	0.00	693.94	2,000.00	1,306.06	65.30%	351.08	991.60
15-6572 Training	45.00	823.26	6,000.00	5,176.74	86.28%	1,821.30	6,247.33
15-6581 Refunds	0.00	0.00	2,000.00	2,000.00	100.00%	50.00	2,039.00
15-6589 Records Management	100.00	200.00	2,000.00	1,800.00	90.00%	2,239.83	2,439.83
15-6651 Postage	0.00	425.64	2,700.00	2,274.36	84.24%	527.54	1,026.54
Total Other Services & Charges	33,064.07	168,523.18	222,300.00	53,776.82	24.19%	118,808.21	282,133.89
<u>Not Categorized</u>							
15-6390 Miscellaneous/Merchandise	0.00	1.50	0.00	(1.50)	0.00%	0.00	0.00
Total Not Categorized	0.00	1.50	0.00	(1.50)	0.00%	0.00	0.00
<u>Supplies & Maintenance</u>							
15-6410 Utilities	1,388.15	7,811.24	18,000.00	10,188.76	56.60%	9,154.62	20,505.95
15-6430 Bldg Repairs/Maintenance	0.00	930.74	3,000.00	2,069.26	68.98%	73.47	2,491.73
15-6610 General Operating Supplies	162.51	1,579.96	4,500.00	2,920.04	64.89%	410.10	1,173.37
15-6660 Office Supplies	175.65	518.53	3,000.00	2,481.47	82.72%	730.87	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	10,254.87	10,000.00	(254.87)	(2.55%)	0.00	0.00
Total Supplies & Maintenance	1,726.31	21,095.34	41,500.00	20,404.66	49.17%	10,369.06	26,121.33
<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%	11,012.05	123,766.70
Total Transfer Out	0.00	0.00	125,000.00	125,000.00	100.00%	11,012.05	123,766.70
Total Administration	62,987.03	343,759.51	762,000.00	418,240.49	54.89%	288,197.97	785,271.97
<u>16-Legal</u>							

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<u>Other Services & Charges</u>							
16-6350 Legal	2,274.88	14,161.50	80,000.00	65,838.50	82.30%	31,029.92	61,748.81
Total Other Services & Charges	2,274.88	14,161.50	80,000.00	65,838.50	82.30%	31,029.92	61,748.81
Total Legal	2,274.88	14,161.50	80,000.00	65,838.50	82.30%	31,029.92	61,748.81
<u>17-Council/Board</u>							
<u>Other Services & Charges</u>							
17-6320 Financial (Contract Svs)	3,125.00	6,658.50	25,000.00	18,341.50	73.37%	14,737.50	27,167.50
17-6330 Audit	0.00	0.00	40,000.00	40,000.00	100.00%	16,593.90	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	2,760.85	4,384.06	12,000.00	7,615.94	63.47%	1,334.12	12,693.95
17-6572 Training	1,965.00	5,781.84	9,000.00	3,218.16	35.76%	1,951.04	9,342.76
17-6590 Elections	0.00	122.50	6,000.00	5,877.50	97.96%	0.00	1,317.92
17-6591 Planning	5,095.00	5,095.00	6,000.00	905.00	15.08%	0.00	0.00
Total Other Services & Charges	12,945.85	22,041.90	103,000.00	80,958.10	78.60%	34,616.56	87,616.03
<u>Expenditures</u>							
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	12,945.85	22,041.90	109,000.00	86,958.10	79.78%	34,616.56	87,616.03
<u>18-Building</u>							
<u>Other Services & Charges</u>							
18-6360 Contract Inspections	2,610.00	16,217.50	40,000.00	23,782.50	59.46%	19,778.75	60,185.09
18-6582 Site Plan Reviews	0.00	1,800.00	10,000.00	8,200.00	82.00%	712.50	2,325.00
Total Other Services & Charges	2,610.00	18,017.50	50,000.00	31,982.50	63.97%	20,491.25	62,510.09

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Total Building	2,610.00	18,017.50	50,000.00	31,982.50	63.97%	20,491.25	62,510.09
<u>21-Public Safety</u>							
Other Services & Charges							
21-6371 Sanitarian (Contract Labor)	3,000.00	12,000.00	36,000.00	24,000.00	66.67%	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	0.00	4,120.00	30,000.00	25,880.00	86.27%	6,390.00	26,650.39
Total Other Services & Charges	3,000.00	16,120.00	72,000.00	55,880.00	77.61%	14,390.00	82,650.39
Total Public Safety	3,000.00	16,120.00	72,000.00	55,880.00	77.61%	14,390.00	82,650.39
<u>30-Public Works</u>							
Personnel Services							
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	15,041.65	81,674.59	200,000.00	118,325.41	59.16%	76,405.85	183,011.15
30-6210 Health Care	2,666.97	13,338.12	31,500.00	18,161.88	57.66%	13,344.41	32,036.09
30-6220 Payroll Taxes	1,153.89	6,208.50	15,000.00	8,791.50	58.61%	5,906.36	14,151.56
30-6230 TMRS Contribution	741.19	4,477.89	10,000.00	5,522.11	55.22%	4,806.44	10,928.29
30-6250 Unemployment Compensation	127.35	227.36	400.00	172.64	43.16%	24.69	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	19,731.05	105,926.46	267,900.00	161,973.54	60.46%	100,487.75	240,478.09
Other Services & Charges							
30-6270 Annual/Assoc Dues	80.00	280.00	500.00	220.00	44.00%	0.00	0.00
30-6370 Contract Services	75.00	19,998.35	25,000.00	5,001.65	20.01%	2,250.44	34,068.78
30-6443 Equipment Rent/Right-To-Use Lease	472.59	2,362.95	6,000.00	3,637.05	60.62%	1,890.36	5,671.08
30-6532 Office Tech/Software	5,300.46	5,341.38	9,000.00	3,658.62	40.65%	3,615.92	5,525.76

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30-6569 Vehicle Allowance	400.00	2,000.00	4,800.00	2,800.00	58.33%	2,000.00	4,871.13
30-6570 Travel	248.08	1,153.66	2,500.00	1,346.34	53.85%	661.08	668.28
30-6571 Mileage	0.00	0.00	500.00	500.00	100.00%	312.55	312.55
30-6572 Training	1,158.90	1,158.90	4,000.00	2,841.10	71.03%	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	7,735.03	32,295.24	54,800.00	22,504.76	41.07%	10,767.12	52,836.52
<u>Supplies & Maintenance</u>							
30-6431 Vehicle Maint/Insurance	40.00	119.47	2,000.00	1,880.53	94.03%	107.82	990.08
30-6583 Fuel	307.72	1,023.10	5,000.00	3,976.90	79.54%	1,928.79	4,572.77
30-6610 General Operating Supplies	590.00	2,105.08	3,000.00	894.92	29.83%	3,441.80	7,203.68
30-6612 Tools	0.00	621.00	500.00	(121.00)	(24.20%)	289.99	289.99
Total Supplies & Maintenance	937.72	3,868.65	10,500.00	6,631.35	63.16%	5,768.40	13,056.52
Total Public Works	28,403.80	142,090.35	333,200.00	191,109.65	57.36%	117,023.27	306,371.13
<u>31-Roads</u>							
<u>Supplies & Maintenance</u>							
31-6432 Road Maintenance	1,974.62	25,962.91	90,659.01	64,696.10	71.36%	17,354.10	173,617.08
31-6433 Equipment Maintenance	0.00	0.00	1,000.00	1,000.00	100.00%	35.58	415.01
31-6584 Mowing/Trimming	0.00	294.94	3,000.00	2,705.06	90.17%	250.00	3,355.12
31-6611 Signs/Barricades	0.00	4,898.90	5,000.00	101.10	2.02%	956.97	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	1,974.62	31,156.75	119,659.01	88,502.26	73.96%	18,596.65	180,846.53
<u>Other Services & Charges</u>							
31-6470 Engineering - Roads	0.00	21,981.65	30,000.00	8,018.35	26.73%	9,900.00	34,675.00

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31-6795 Capital Outlay - Roads	14,804.99	14,804.99	300,000.00	285,195.01	95.07%	0.00	137,817.51
Total Other Services & Charges	14,804.99	36,786.64	330,000.00	293,213.36	88.85%	9,900.00	172,492.51
Total Roads	16,779.61	67,943.39	449,659.01	381,715.62	84.89%	28,496.65	353,339.04
33-Water/Wastewater							
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
51-Community Center							
Personnel Services							
51-6100 Salaries & Wages Part-Time	1,939.50	10,348.37	21,000.00	10,651.63	50.72%	13,804.69	40,186.23
51-6105 Salaries & Wages Full-Time	8,001.60	41,776.96	104,000.00	62,223.04	59.83%	23,072.00	55,176.11
51-6210 Health Care	1,768.68	7,962.15	21,000.00	13,037.85	62.09%	4,434.81	10,646.82
51-6220 Payroll Taxes	760.51	4,036.66	10,000.00	5,963.34	59.63%	2,821.06	7,296.24
51-6230 TMRS Contribution	384.08	2,241.91	5,000.00	2,758.09	55.16%	1,437.62	3,239.72
51-6250 Unemployment Compensation	128.22	214.99	500.00	285.01	57.00%	15.07	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	12,982.59	66,581.04	168,500.00	101,918.96	60.49%	45,585.25	117,007.67
Other Services & Charges							
51-6270 Annual/Assoc Dues	87.25	197.25	500.00	302.75	60.55%	239.87	239.87
51-6370 Contract Services	662.13	909.35	2,000.00	1,090.65	54.53%	525.00	3,666.76
51-6532 Office Tech/Software	219.96	670.66	2,000.00	1,329.34	66.47%	3,495.26	4,441.38
51-6540 Advertising	0.00	976.65	3,000.00	2,023.35	67.45%	129.00	2,255.23

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51-6562 CC Processing Fees	113.03	474.51	0.00	(474.51)	0.00%	508.56	1,392.50
51-6651 Postage	0.00	0.00	100.00	100.00	100.00%	0.00	0.00
51-6794 Capital Outlay - Equipmt/Other	0.00	2,171.89	7,000.00	4,828.11	68.97%	0.00	0.00
51-6797 Capital Outlay - Facilities	675.74	10,675.74	10,000.00	(675.74)	(6.76%)	298.35	10,896.79
Total Other Services & Charges	1,758.11	16,076.05	24,600.00	8,523.95	34.65%	5,196.04	22,892.53
<u>Supplies & Maintenance</u>							
51-6410 Utilities	5,101.64	13,216.19	26,000.00	12,783.81	49.17%	11,960.70	27,500.71
51-6430 Bldg Repairs/Maintenance	5,571.35	9,535.09	20,000.00	10,464.91	52.32%	2,560.92	11,388.25
51-6610 General Operating Supplies	53.49	579.35	5,000.00	4,420.65	88.41%	1,319.19	4,364.21
51-6616 Programs	1,675.78	2,980.98	15,000.00	12,019.02	80.13%	4,244.34	14,312.83
51-6660 Office Supplies	0.00	174.70	500.00	325.30	65.06%	19.88	471.00
Total Supplies & Maintenance	12,402.26	26,486.31	66,500.00	40,013.69	60.17%	20,105.03	58,037.00
Total Community Center	27,142.96	109,143.40	259,600.00	150,456.60	57.96%	70,886.32	197,937.20
<u>52-Parks</u>							
<u>Supplies & Maintenance</u>							
52-6410 Utilities	181.14	4,636.95	6,000.00	1,363.05	22.72%	861.13	2,156.26
52-6430 Bldg Repairs/Maintenance	362.75	936.75	1,500.00	563.25	37.55%	0.00	247.78
52-6585 NATURE TL/OLD BALDY	0.00	0.00	1,000.00	1,000.00	100.00%	1,062.13	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	543.89	5,573.70	9,500.00	3,926.30	41.33%	1,923.26	3,958.39
Total Parks	543.89	5,573.70	9,500.00	3,926.30	41.33%	1,923.26	3,958.39
Total Expense	156,688.02	738,851.25	2,126,959.01	1,388,107.76	65.26%	607,055.20	1,941,403.05

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Revenue Summary							
52-Parks	35,985.40	65,985.95	853,000.00	787,014.05	92.26%	47,884.29	966,755.47
Revenue Totals	35,985.40	65,985.95	853,000.00	787,014.05	92.26%	47,884.29	966,755.47
Expense Summary							
52-Parks	63,397.21	323,085.18	853,000.00	529,914.82	62.12%	288,493.49	1,236,827.40
Expense Totals	63,397.21	323,085.18	853,000.00	529,914.82	62.12%	288,493.49	1,236,827.40
Revenues Over(Under) Expenditures	(27,411.81)	(257,099.23)	0.00	0.00	0.00%	(240,609.20)	(270,071.93)

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52-Parks							
Tax Revenue							
52-5472 Reservations/Gate Fees	72.00	52.92	580,000.00	579,947.08	99.99%	0.00	725,418.39
52-5474 Facility Rentals	1,472.00	7,907.00	30,000.00	22,093.00	73.64%	3,520.00	33,035.88
52-5479 Vending/Merchandise	0.00	1,520.87	50,000.00	48,479.13	96.96%	586.00	38,968.42
Total Tax Revenue	1,544.00	9,480.79	660,000.00	650,519.21	98.56%	4,106.00	797,422.69
Revenues							
52-5476 Special Events	32,615.00	43,053.00	150,000.00	106,947.00	71.30%	27,270.26	119,696.61
Total Revenues	32,615.00	43,053.00	150,000.00	106,947.00	71.30%	27,270.26	119,696.61
Other Income							
52-5611 Interest Revenues	1,826.40	11,385.52	28,000.00	16,614.48	59.34%	14,913.03	35,911.17
52-5701 Other/Misc	0.00	66.64	15,000.00	14,933.36	99.56%	1,595.00	10,115.00
52-5900 Designated Funds	0.00	2,000.00	0.00	(2,000.00)	0.00%	0.00	3,610.00
Total Other Income	1,826.40	13,452.16	43,000.00	29,547.84	68.72%	16,508.03	49,636.17
Total Parks	35,985.40	65,985.95	853,000.00	787,014.05	92.26%	47,884.29	966,755.47
Total Revenue	35,985.40	65,985.95	853,000.00	787,014.05	92.26%	47,884.29	966,755.47

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52-Parks							
<u>Personnel Services</u>							
52-6100 Salaries & Wages Part-Time	4,140.00	27,364.88	126,000.00	98,635.12	78.28%	35,034.76	168,892.49
52-6105 Salaries & Wages Full-Time	29,354.93	157,705.31	381,000.00	223,294.69	58.61%	125,167.16	303,455.66
52-6210 Health Care	5,329.59	25,768.39	73,500.00	47,731.61	64.94%	19,658.71	50,808.92
52-6220 Payroll Taxes	2,593.01	14,593.19	39,000.00	24,406.81	62.58%	12,622.29	36,891.61
52-6230 TMRS Contribution	1,428.24	8,548.69	18,500.00	9,951.31	53.79%	7,963.22	18,148.88
52-6250 Unemployment Compensation	399.25	723.31	1,000.00	276.69	27.67%	73.13	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	43,245.02	234,703.77	658,000.00	423,296.23	64.33%	200,519.27	580,680.65
<u>Other Services & Charges</u>							
52-6370 Contract Services	907.45	13,641.90	40,000.00	26,358.10	65.90%	0.00	0.00
52-6443 Equipment Rent/Right-To-Use Lease	503.43	4,941.03	11,500.00	6,558.97	57.03%	2,477.47	7,457.79
52-6532 Office Tech/Software	621.60	1,402.05	10,000.00	8,597.95	85.98%	3,801.65	5,968.49
52-6562 CC Processing Fees	516.99	1,012.12	10,000.00	8,987.88	89.88%	1,127.91	24,006.55
52-6569 Vehicle Allowance	400.00	2,000.00	4,800.00	2,800.00	58.33%	2,000.00	4,858.08
52-6570 Travel	100.00	1,924.59	3,000.00	1,075.41	35.85%	2,159.23	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	25.00	3,860.00	4,000.00	140.00	3.50%	2,906.94	4,324.06
52-6581 Refunds	0.00	0.00	1,000.00	1,000.00	100.00%	1,075.00	1,075.00
52-6651 Postage	0.00	48.99	100.00	51.01	51.01%	12.45	34.57
52-6794 Capital Outlay - Equipmt/Other	1,489.95	1,489.95	0.00	(1,489.95)	0.00%	31,186.86	441,897.30
Total Other Services & Charges	4,564.42	30,320.63	86,400.00	56,079.37	64.91%	46,901.44	493,589.88

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<u>Supplies & Maintenance</u>							
52-6374 Contract Services	0.00	(646.40)	0.00	646.40	0.00%	9,623.72	43,942.33
52-6410 Utilities	1,324.95	6,786.05	15,000.00	8,213.95	54.76%	6,022.88	19,487.79
52-6431 Vehicle Maint/Insurance	325.00	407.93	2,000.00	1,592.07	79.60%	15.99	226.76
52-6433 Equipment Maintenance	2,612.76	4,578.37	7,000.00	2,421.63	34.59%	255.43	2,688.46
52-6583 Fuel	0.00	680.40	3,000.00	2,319.60	77.32%	867.36	2,878.26
52-6610 General Operating Supplies	1,291.78	14,553.14	26,000.00	11,446.86	44.03%	11,104.85	47,735.60
52-6613 Materials	0.00	1,392.71	5,000.00	3,607.29	72.15%	1,417.48	6,950.27
52-6615 Bldg & Maint Supplies	234.34	2,178.20	4,000.00	1,821.80	45.55%	562.18	3,896.33
52-6616 Programs	1,237.88	14,367.16	25,600.00	11,232.84	43.88%	11,176.34	34,041.20
52-6660 Office Supplies	0.00	0.00	1,000.00	1,000.00	100.00%	26.55	709.87
Total Supplies & Maintenance	<u>7,026.71</u>	<u>44,297.56</u>	<u>88,600.00</u>	<u>44,302.44</u>	<u>50.00%</u>	<u>41,072.78</u>	<u>162,556.87</u>
<u>Not Categorized</u>							
52-6390 Miscellaneous/Merchandise	8,561.06	13,763.22	20,000.00	6,236.78	31.18%	0.00	0.00
Total Not Categorized	<u>8,561.06</u>	<u>13,763.22</u>	<u>20,000.00</u>	<u>6,236.78</u>	<u>31.18%</u>	<u>0.00</u>	<u>0.00</u>
Total Parks	<u>63,397.21</u>	<u>323,085.18</u>	<u>853,000.00</u>	<u>529,914.82</u>	<u>62.12%</u>	<u>288,493.49</u>	<u>1,236,827.40</u>
Total Expense	<u>63,397.21</u>	<u>323,085.18</u>	<u>853,000.00</u>	<u>529,914.82</u>	<u>62.12%</u>	<u>288,493.49</u>	<u>1,236,827.40</u>

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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	30,265.41	179,714.12	407,000.00	227,285.88	55.84%	158,617.92	422,085.59
Revenue Totals	30,265.41	179,714.12	407,000.00	227,285.88	55.84%	158,617.92	422,085.59
Expense Summary							
04-Water/Wastewater	30,637.92	69,697.58	407,000.00	337,302.42	82.88%	65,025.66	382,228.35
Expense Totals	30,637.92	69,697.58	407,000.00	337,302.42	82.88%	65,025.66	382,228.35
Revenues Over(Under) Expenditures	(372.51)	110,016.54	0.00	0.00	0.00%	93,592.26	39,857.24

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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	29,823.21	178,024.06	405,000.00	226,975.94	56.04%	156,940.75	416,926.08
Total Service Fees	29,823.21	178,024.06	405,000.00	226,975.94	56.04%	156,940.75	416,926.08
<u>Revenues</u>							
04-5405 Application Fees	150.00	350.00	0.00	(350.00)	0.00%	0.00	200.00
04-5420 WW Penalties	60.32	256.63	1,000.00	743.37	74.34%	757.66	2,065.42
Total Revenues	210.32	606.63	1,000.00	393.37	39.34%	757.66	2,265.42
<u>Other Income</u>							
04-5611 Interest Revenues	231.88	1,083.43	1,000.00	(83.43)	(8.34%)	919.51	2,894.09
Total Other Income	231.88	1,083.43	1,000.00	(83.43)	(8.34%)	919.51	2,894.09
Total Water/Wastewater	30,265.41	179,714.12	407,000.00	227,285.88	55.84%	158,617.92	422,085.59
Total Revenue	30,265.41	179,714.12	407,000.00	227,285.88	55.84%	158,617.92	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	25,852.88	45,775.76	90,000.00	44,224.24	49.14%	0.00	75,773.29
Total Other Services & Charges	25,852.88	45,775.76	90,000.00	44,224.24	49.14%	0.00	75,773.29
<u>Supplies & Maintenance</u>							
04-6410 Utilities	4,785.04	23,921.82	55,000.00	31,078.18	56.51%	23,550.16	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
Total Supplies & Maintenance	4,785.04	23,921.82	70,000.00	46,078.18	65.83%	23,550.16	63,504.06
<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%	41,475.50	242,951.00
Total Transfer Out	0.00	0.00	247,000.00	247,000.00	100.00%	41,475.50	242,951.00
Total Water/Wastewater	30,637.92	69,697.58	407,000.00	337,302.42	82.88%	65,025.66	382,228.35
Total Expense	30,637.92	69,697.58	407,000.00	337,302.42	82.88%	65,025.66	382,228.35

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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	53,999.98	309,407.60	773,000.00	463,592.40	59.97%	299,247.49	760,941.72
Revenue Totals	53,999.98	309,407.60	773,000.00	463,592.40	59.97%	299,247.49	760,941.72
Expense Summary							
15-Administration	27,135.55	248,630.74	773,000.00	524,369.26	67.84%	236,147.72	722,325.35
Expense Totals	27,135.55	248,630.74	773,000.00	524,369.26	67.84%	236,147.72	722,325.35
Revenues Over(Under) Expenditures	26,864.43	60,776.86	0.00	0.00	0.00%	63,099.77	38,616.37

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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	52,691.34	302,364.03	750,000.00	447,635.97	59.68%	288,600.52	738,804.01
Total Tax Revenue	52,691.34	302,364.03	750,000.00	447,635.97	59.68%	288,600.52	738,804.01
<u>Other Income</u>							
15-5611 Interest Revenues	1,308.64	6,983.58	23,000.00	16,016.42	69.64%	10,646.97	22,137.71
15-5701 Other/Misc	0.00	59.99	0.00	(59.99)	0.00%	0.00	0.00
Total Other Income	1,308.64	7,043.57	23,000.00	15,956.43	69.38%	10,646.97	22,137.71
Total Administration	53,999.98	309,407.60	773,000.00	463,592.40	59.97%	299,247.49	760,941.72
Total Revenue	53,999.98	309,407.60	773,000.00	463,592.40	59.97%	299,247.49	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%	5,056.25	10,458.75
15-6105 Salaries & Wages Full-Time	8,462.40	35,108.50	119,000.00	83,891.50	70.50%	29,423.04	73,998.07
15-6210 Health Care	1,773.04	5,391.69	21,000.00	15,608.31	74.33%	4,246.90	10,508.05
15-6220 Payroll Taxes	671.52	2,423.95	9,200.00	6,776.05	73.65%	2,163.74	5,352.73
15-6230 TMRS Contribution	425.40	1,906.36	6,000.00	4,093.64	68.23%	1,838.03	4,290.87
15-6250 Unemployment Compensation	91.82	263.83	300.00	36.17	12.06%	8.99	117.00
15-6251 Workers Compensation	0.00	0.00	500.00	500.00	100.00%	0.00	0.00
Total Personnel Services	11,424.18	45,094.33	160,000.00	114,905.67	71.82%	42,736.95	104,725.47
Other Services & Charges							
15-6270 Annual/Assoc Dues	0.00	6,170.00	14,000.00	7,830.00	55.93%	7,459.75	7,459.75
15-6370 Contract Services	233.93	15,228.48	91,000.00	75,771.52	83.27%	18,329.94	53,891.22
15-6443 Equipment Rent/Right-To-Use Lease	85.13	425.65	1,000.00	574.35	57.44%	510.78	1,106.69
15-6532 Office Tech/Software	2,817.16	5,174.91	3,000.00	(2,174.91)	(72.50%)	2,742.14	4,179.82
15-6540 Advertising	118.65	10,847.46	105,000.00	94,152.54	89.67%	22,522.72	90,961.68
15-6541 Public Relations/Receptions	654.37	654.37	1,000.00	345.63	34.56%	305.14	588.94
15-6551 Printing	374.40	900.56	20,000.00	19,099.44	95.50%	8,898.98	10,368.96
15-6569 Vehicle Allowance	400.00	1,200.00	5,400.00	4,200.00	77.78%	2,000.00	4,800.00
15-6570 Travel	0.00	605.23	6,000.00	5,394.77	89.91%	1,203.87	2,108.96
15-6572 Training	0.00	0.00	6,000.00	6,000.00	100.00%	575.00	2,279.00
15-6592 HOT Disbursements	2,000.00	29,000.00	50,000.00	21,000.00	42.00%	24,103.00	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	6,683.64	70,206.66	303,400.00	233,193.34	76.86%	88,651.32	225,159.41
<u>Expenditures</u>							
15-6311 Hotel Occupancy Tax General Projects	0.00	71,088.39	74,600.00	3,511.61	4.71%	1,200.70	106,533.90
15-6973 Special Events	4,952.21	8,405.13	30,000.00	21,594.87	71.98%	22,850.00	37,542.23
15-6974 Special Events Equipment	102.68	2,429.38	10,000.00	7,570.62	75.71%	8,842.90	10,395.94
15-6975 Wayfinding Signage	2,250.00	2,401.75	20,000.00	17,598.25	87.99%	7,026.80	11,995.10
Total Expenditures	7,304.89	84,324.65	134,600.00	50,275.35	37.35%	39,920.40	166,467.17
<u>Supplies & Maintenance</u>							
15-6410 Utilities	523.28	2,423.88	5,000.00	2,576.12	51.52%	1,747.79	4,398.68
15-6430 Bldg Repairs/Maintenance	22.26	9,053.26	5,000.00	(4,053.26)	(81.07%)	210.67	1,141.38
15-6610 General Operating Supplies	850.43	2,080.82	2,000.00	(80.82)	(4.04%)	157.73	859.01
15-6660 Office Supplies	326.87	1,402.07	2,000.00	597.93	29.90%	455.53	820.18
15-6792 Capital Outlay - Other	0.00	4,630.25	30,000.00	25,369.75	84.57%	12,281.17	218,754.05
Total Supplies & Maintenance	1,722.84	19,590.28	44,000.00	24,409.72	55.48%	14,852.89	225,973.30
<u>Transfer Out</u>							
15-6701 Interest and Sinking Transfer Out (Old Kyle Rd)	0.00	29,414.82	131,000.00	101,585.18	77.55%	49,986.16	0.00
Total Transfer Out	0.00	29,414.82	131,000.00	101,585.18	77.55%	49,986.16	0.00
Total Administration	27,135.55	248,630.74	773,000.00	524,369.26	67.84%	236,147.72	722,325.35
Total Expense	27,135.55	248,630.74	773,000.00	524,369.26	67.84%	236,147.72	722,325.35

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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%	45,358.85	366,717.70
Revenue Totals	0.00	0.00	372,000.00	372,000.00	100.00%	45,358.85	366,717.70
Expense Summary							
10-Interest and Sinking	0.00	44,040.85	372,000.00	327,959.15	88.16%	38,230.15	199,589.00
Expense Totals	0.00	44,040.85	372,000.00	327,959.15	88.16%	38,230.15	199,589.00
Revenues Over(Under) Expenditures	0.00	(44,040.85)	0.00	0.00	0.00%	7,128.70	167,128.70

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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%	3,883.35	123,766.70
10-6703 I&S Waste Water Transfer In	0.00	0.00	247,000.00	247,000.00	100.00%	41,475.50	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>45,358.85</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>45,358.85</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>45,358.85</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.
10-Interest and Sinking							
<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	3,245.35	7,000.00	3,754.65	53.64%	(3,245.35)	638.00
Total Expenditures	<u>0.00</u>	<u>3,245.35</u>	<u>125,000.00</u>	<u>121,754.65</u>	<u>97.40%</u>	<u>(3,245.35)</u>	<u>116,638.00</u>
<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	0.00
10-6901 Wastewater Debt Service - Int	0.00	40,795.50	82,000.00	41,204.50	50.25%	41,475.50	82,951.00
Total Other Services & Charges	<u>0.00</u>	<u>40,795.50</u>	<u>247,000.00</u>	<u>206,204.50</u>	<u>83.48%</u>	<u>41,475.50</u>	<u>82,951.00</u>
Total Interest and Sinking	<u>0.00</u>	<u>44,040.85</u>	<u>372,000.00</u>	<u>327,959.15</u>	<u>88.16%</u>	<u>38,230.15</u>	<u>199,589.00</u>
Total Expense	<u>0.00</u>	<u>44,040.85</u>	<u>372,000.00</u>	<u>327,959.15</u>	<u>88.16%</u>	<u>38,230.15</u>	<u>199,589.00</u>

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 Revenue And Expense Report
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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	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00
Revenue Totals	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00
Revenues Over(Under) Expenditures	0.00	20,000.00	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	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00
Total Other Income	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00
Total Non-Departmental	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00
Total Revenue	0.00	20,000.00	0.00	(20,000.00)	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							
-	717.34	3,903.23	332,811.00	328,907.77	98.83%	4,874.39	10,835.03
Revenue Totals	717.34	3,903.23	332,811.00	328,907.77	98.83%	4,874.39	10,835.03
Expense Summary							
05-American Rescue Plan	0.00	8,362.50	382,811.00	374,448.50	97.82%	10,851.58	21,287.08
Expense Totals	0.00	8,362.50	382,811.00	374,448.50	97.82%	10,851.58	21,287.08
Revenues Over(Under) Expenditures	717.34	(4,459.27)	(50,000.00)	0.00	0.00%	(5,977.19)	(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	717.34	3,903.23	9,000.00	5,096.77	56.63%	4,874.39	10,835.03
Total Other Income	717.34	3,903.23	9,000.00	5,096.77	56.63%	4,874.39	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	717.34	3,903.23	332,811.00	328,907.77	98.83%	4,874.39	10,835.03
Total Revenue	717.34	3,903.23	332,811.00	328,907.77	98.83%	4,874.39	10,835.03

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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>Not Categorized</u>							
05-6751 Outlay - Projects	0.00	8,362.50	332,811.00	324,448.50	97.49%	10,851.58	21,287.08
Total Not Categorized	0.00	8,362.50	332,811.00	324,448.50	97.49%	10,851.58	21,287.08
<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
Total American Rescue Plan	0.00	8,362.50	382,811.00	374,448.50	97.82%	10,851.58	21,287.08
Total Expense	0.00	8,362.50	382,811.00	374,448.50	97.82%	10,851.58	21,287.08



AGENDA ITEM:	3. Discuss and consider possible action regarding the City of Wimberley's Quarterly Investment Report for the second quarter of Fiscal Year 2025. (Tim Patek, City Administrator)
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	04/07/2025
MEETING DATE:	April 17, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

Motion
Discussion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. 2nd Quarter Investment Report - FY2025

City of Wimberley Quarterly Investment Report
Second Quarter of FY 2025

Fund	Investment Portfolio Summary					Cash Summary			TexPool Summary			TRB CD Summary		
	Cash in Bank	TexPool	CD	Total	% of Total Investment	Yield Rate	MTD Interest Earned	YTD Interest Earned	MTD Interest Earned	YTD Interest Earned	Yield Rate	Quarterly Interest Earned	YTD Interest Earned	
January 2025														
General Fund	889,908.79	622,951.90		1,512,860.69	40%	3.00%	2,120.98	7,465.68		2,314.98	9,663.27		-	
Blue Hole Operating	791,151.39		263,058.49	1,054,209.88	28%	3.00%	2,137.06	9,559.12				3.40%	2,235.22	
American Rescue Plan Act				311,702.42	8%	3.00%	792.18	3,185.89					-	
Hotel Occupancy Tax	550,768.66		261,879.81	812,648.47	21%	3.00%	1,485.45	5,674.94				4.01%	3,265.76	
Wastewater Operations	102,747.84			102,747.84	3%	3.00%	302.43	851.55					6,490.80	
Total	2,646,279.10	622,951.90	\$524,938.30	3,794,169.30			6,838.40	26,737.18	Total	2,314.98	9,663.27	Total	5,500.98	
Portfolio Diversification Ratio	70%	16%	14%										10,942.25	
February 2025														
General Fund	982,637.84	625,033.32		1,607,671.16	41%	3.00%	2,118.88	9,584.56		2,081.42	11,744.69		-	
Blue Hole Operating	804,146.00		263,058.49	1,067,204.49	27%	3.00%	1,826.40	11,385.52						
American Rescue Plan Act	312,419.76			312,419.76	8%	3.00%	717.34	3,903.23						
Hotel Occupancy Tax	578,746.97		261,879.81	840,626.78	21%	3.00%	1,308.64	6,983.58						
Wastewater Operations	102,838.95			102,838.95	3%	3.00%	231.88	1,083.43						
Total	2,780,789.52	625,033.32	\$24,938.30	3,980,761.14			6,203.44	32,940.32	Total	2,081.42	11,744.69	Total	-	
Portfolio Diversification Ratio	71%	16%	13%										-	
March 2025														
General Fund	875,861.78	752,705.07		1,628,566.85	41%	3.00%	2,271.73	11,856.29		2,671.75	14,416.44		-	
Blue Hole Operating	831,410.19		263,058.49	1,094,468.68	27%	3.00%	2,050.21	13,435.73						
American Rescue Plan Act	313,215.79			313,215.79	8%	3.00%	796.03	4,699.26						
Hotel Occupancy Tax	581,332.09		261,879.81	843,211.90	21%	3.00%	1,473.85	8,457.43						
Wastewater Operations	125,068.32			125,068.32	3%	3.00%	280.71	1,364.14						
Total	2,726,888.17	752,705.07	\$24,938.30	4,004,531.54			6,872.53	39,812.85	Total	2,671.75	14,416.44	Total	-	
Portfolio Diversification Ratio	68%	19%	13%										-	

The attached information comprises the Quarterly Investment Report for the City of Wimberley, Texas for the second quarter of FY 2025 ending on March 31, 2025 (January - March). The undersigned acknowledges that the City's investment portfolio has been and is in compliance with the policies and strategies 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:	5.1 CUP-25-006
SUBMITTED BY:	Nathan Glaiser, Assistant City Manager
DATE SUBMITTED:	3/9/2025
MEETING DATE:	4/10 P&Z 4/17 Council

REPORT

ITEM

The applicant, Martin and Amy Banister, are requesting a Conditional Use Permit to operate a Short-Term Rental 2 (non-owner-occupied vacation rental) at 740 Ridge Rd, Wimberley. They are requesting a maximum of 6 guests. There is parking available in the driveway and adequate septic facilities for the request.

PROPERTY INFORMATION

Property Description

Applicant(s):	Martin and Amy Banister
Property Address:	740 Ridge Rd
Property Owner:	Martin and Amy Banister
Legal Description:	Leath Hollow, Lot PT 1A
Property Size:	1.26 acres
Existing Use of Property:	Residential
Existing Zoning:	R2
Shared Infrastructure	None
Request:	STR2
Planning Area:	I
Overlay District:	None

Surrounding Property:

Frontage: Ridge Rd

**Surrounding Zoning
& Land Use**

North of Property

Current Zoning:
R2

Existing Land Use:
Residential

South of Property	RA	Residential
East of Property	R2	Residential
West of Property	RA	Residential

COMMENTS

Staff has received letters from neighbors on Barber Dr and Ridge Rd. Three neighbors and in opposition to this request and two are in support. There is no opposition within 200’.

LEGAL NOTICE

Surrounding Neighbor Notification Letters (200’): 3/28/2025
Published Legal Notice (Wimberley View): 3/27/2025

RECOMMENDATION

Planning and Zoning Commission voted (5-0) to recommend approval of this CUP.

CRITERIA FOR CONSIDERATION

- (A) The use is harmonious and compatible with surrounding existing uses or proposed uses, and does not more adversely affect an adjoining site than would a permitted use;
- (B) The architecture, facade, and signage designs of the use are traditional Hill Country designs and are harmonious with those of adjacent uses. In the case of chain establishments, they shall not include or simulate the signature designs of those establishments beyond the absolute minimum necessary to identify the establishment;
- (C) The use requested by the applicant is set forth as a conditional use in the base district;
- (D) The nature of the use is reasonable;
- (E) The conditional use does not adversely affect the safety or convenience of vehicular or pedestrian circulation, including reasonably anticipated traffic and uses in the area;
- (F) The conditional use does not adversely affect an adjacent property by its resulting traffic through the location, or its lighting, or its type of sign; and
- (G) Any additional conditions specified, if any, ensure that the intent and purposes of the base district are being upheld.

Possible Motions can include:

- Motion to approve CUP
- Motion to approve CUP with the following conditions (list all conditions)
- Motion to deny CUP

ATTACHMENT/S

- Application



ORDINANCE NO. 2025-10

AN ORDINANCE APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT TO ALLOW FOR THE OPERATION OF A SHORT-TERM RENTAL TWO (VACATION RENTAL) AT 740 RIDGE ROAD WIMBERLEY, TX; PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING

WHEREAS, an application for a Conditional Use Permit (“CUP”) has been filed by Martin and Amy Banister (“Applicant”) to allow for operation of a short-term rental two at 740 Ridge Road, Wimberley, Texas; and

WHEREAS, after conducting a public hearing on the matter, the Planning and Zoning Commission recommended approval of the CUP application; and

WHEREAS, the City Council conducted a public hearing on the CUP wherein public comment was received and considered on the application; and

WHEREAS, the City Council finds that the requested use of the subject property is an appropriate use for the property and is a compatible use with the surrounding properties and neighborhoods.

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

ARTICLE I. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Wimberley and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

ARTICLE II. APPROVAL - TERMS

The CITY COUNCIL HEREBY GRANTS the Application for a Conditional Use Permit submitted by Martin and Amy Banister (“Applicant”) on real property located at 740 Ridge Road Wimberley, Texas, as more particularly described by survey in Exhibit “A”, attached and incorporated by reference, zoned Single-Family Rural Residential 2, Wimberley, Hays County, Texas.

ARTICLE III. ZONING DISTRICT MAP

The official Zoning District Map shall be revised to reflect the Conditional Use Permit established by this Ordinance.

ARTICLE IV. REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed, but only to the extent of any such conflict.

ARTICLE V. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

ARTICLE VI. EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

ARTICLE VII. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, and the Standard Zoning Enabling Act, Chapter 211 of the Texas Local Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED by the City of Wimberley City Council on the 17th day of April, 2025 by a vote of ____ (Ayes) and ____ (Nays) and ____ (Abstain).

CITY OF WIMBERLEY

By: _____
James T. Chiles, Mayor

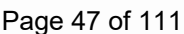
ATTEST:

Tammy Heller, City Secretary

APPROVED AS TO FORM:

City Attorney







Conditional Use Permit
Planning & Development

FOR OFFICE USE ONLY

Date: _____ CUP - _____ - _____ Staff Review _____

P&Z Hearing: _____ Council Hearing: _____ Fees Paid (\$750): ☐ _____

Applicant: Martin and Amy Banister

Mailing Address: 730 Ridge Rd City: Wimberley State: TX Zip: 78676

Phone: 713-653-3605 Email: mbanister@iserv.net

OWNER'S INFORMATION

Property Owner: Martin Banister and Amy Van Kolken Banister

Mailing Address: 730 Ridge Rd City: Wimberley State: TX Zip: 78676

Phone: [REDACTED] Email: [REDACTED]

PROJECT SITE ADDRESS: 740 Ridge Rd, Wimberley TX 78676

Legal description: Leath Hollow, Lot PT 1A

Total Acreage or Square Footage: 1.26 Acre Deed recorded in: Hays County

Hays CAD Parcel ID R- 34 029 Planning Area: Wimberley Zoning: R2

Is property located in an overlay district? ☐ Yes ☒ No If Yes, type: _____

SPECIFIC CONDITIONAL USE REQUEST: STR1

Applicant understands that the purpose of the Conditional Use Permit (CUP) process is to allow certain uses which are not specific; permitted uses within a zoning district. To be considered for a CUP, the requested use must be listed under "Conditional Uses" within the applicable zoning district.

UTILITIES

Electric Provider: Perdenales Electric

Water provider or Private Well: Wimberley Water

Wastewater Service or Septic Permit No. Septic

*If you have an On-Site Sewage Facility (OSSF) you can submit an open records request for your permit information if you do not have it.

ADDITIONAL QUESTIONS AND LIST OF CONDITIONS THAT MAY BE INCLUDED IN A BED AND BREAKFAST/VACATION RENTAL CUP

OWNER: Martin Banister and Amy Van Kolken Banister

LOCATION OF PROPERTY: 740 Ridge Rd, Wimberley TX 78676

LEGAL DESCRIPTION: Leath Hollow, Lot PT 1A

PLANNING AREA: Wimberley PRESENT ZONING: R2

EXISTING USE: Single Family

HOMEOWNERS ASSOCIATION CONTACT INFO: None

SHARED FACILITIES (RIVER PARK, POOL, ETC.): None

PROPERTY IN FLOODPLAIN? ☐ YES ☒ NO

GATED COMMUNITY OR PRIVATE STREET? ☐ YES ☒ NO

USE TO BE GRANTED: Bed & Breakfast OR ☒ Vacation Rental

NEW CONSTRUCTION: (Describe existing construction) If new construction is contemplated: Describe new construction. The architecture and façade of all new construction will be traditional "Hill Country" design and harmonious with those of adjacent uses. No construction shall commence prior to compliance with all applicable ordinances, laws, rules, and regulations.

COMPATIBILITY TO NEARBY AREAS: The facilities on the property will always be harmonious and compatible with surrounding uses

OFF-STREET PARKING: All parking will be off-street. ☒ Off-street parking spaces will be provided for off-street guest parking, which will be adequate for a maximum occupancy of 6 guests. Parking will be in these spaces only.

SIGNAGE: All signage will be of traditional "Hill Country" design and will comply with the City Sign Ordinance.

NOISE AND LIGHTING: Exterior lighting to be only landscape lighting. All noise audibles from outside, and all light visible from outside the property shall be maintained at low levels appropriate to a single-family neighborhood. No large parties are permitted.

NUMBER OF BEDROOMS: 3 PROPOSED MAXIMUM OCCUPANCY: 6 guests.

Forms & Applications October 2021 3

OCCUPANT REGULATIONS AND GUIDELINES: Guest Guidelines are attached hereto and made a part of this Conditional Use Permit. The bed and breakfast lodging facility shall be operated in accordance with the guidelines. These guidelines shall be furnished to all guests.

WASTEWATER SYSTEM: The wastewater treatment system (to be designed and constructed) will always be adequate for the maximum occupancy.

WATERFRONT USAGE: (Applicable if guests have water access) Guests may only use the _____ River/Creek in the area directly adjacent to the bed and breakfast lodging facility. Guests may not use the River/Creek in front of other properties or enter upon any property which is not part of the bed and breakfast facility for the purpose of entering or exiting the water or for any other reason.

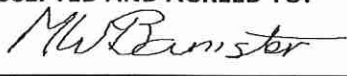
PROPERTY MANAGEMENT: Owner will provide guests and close-by neighbors with owner's telephone number to assure Owner's immediate knowledge of any concerns that may arise. (If not, owner occupied) Owner agrees to always retain under contract a responsible local management company the property is used as a non-owner-occupied bed and breakfast lodging. The management company shall advise guests of the applicable conditions contained herein, receive, and pass on to owner any complaints received and at owner's direction act upon such complaints. (If owner occupied) The property shall be the owner's principal place of residence and the owner shall actively always supervise and manage the property that it is used as a bed and breakfast facility.

MISCELLANEOUS: Owner agrees to maintain the property in a manner conducive to the health and safety of the guests and the neighborhood. All trash and garbage will be placed in provided receptacles which shall not be visible from the street except on pick-up day. No trash bags shall be left out in the open. The exterior of the facility and the landscaping, including lawns, will be always maintained in good condition.

REVOCATION: The cup may be revoked by the City Council upon recommendation of the Planning and Zoning Commission in the event of the violation of any of the conditions contained therein.

OWNER COMPLIANCE: Owners agree to comply with all City of Wimberley Ordinances, and all state, county and City laws, rules, and regulations.

ACCEPTED AND AGREED TO:



OWNER SIGNATURE



OWNER SIGNATURE

Martin Banister

PRINT NAME

Amy Banister

PRINT NAME

3/9/25

DATE

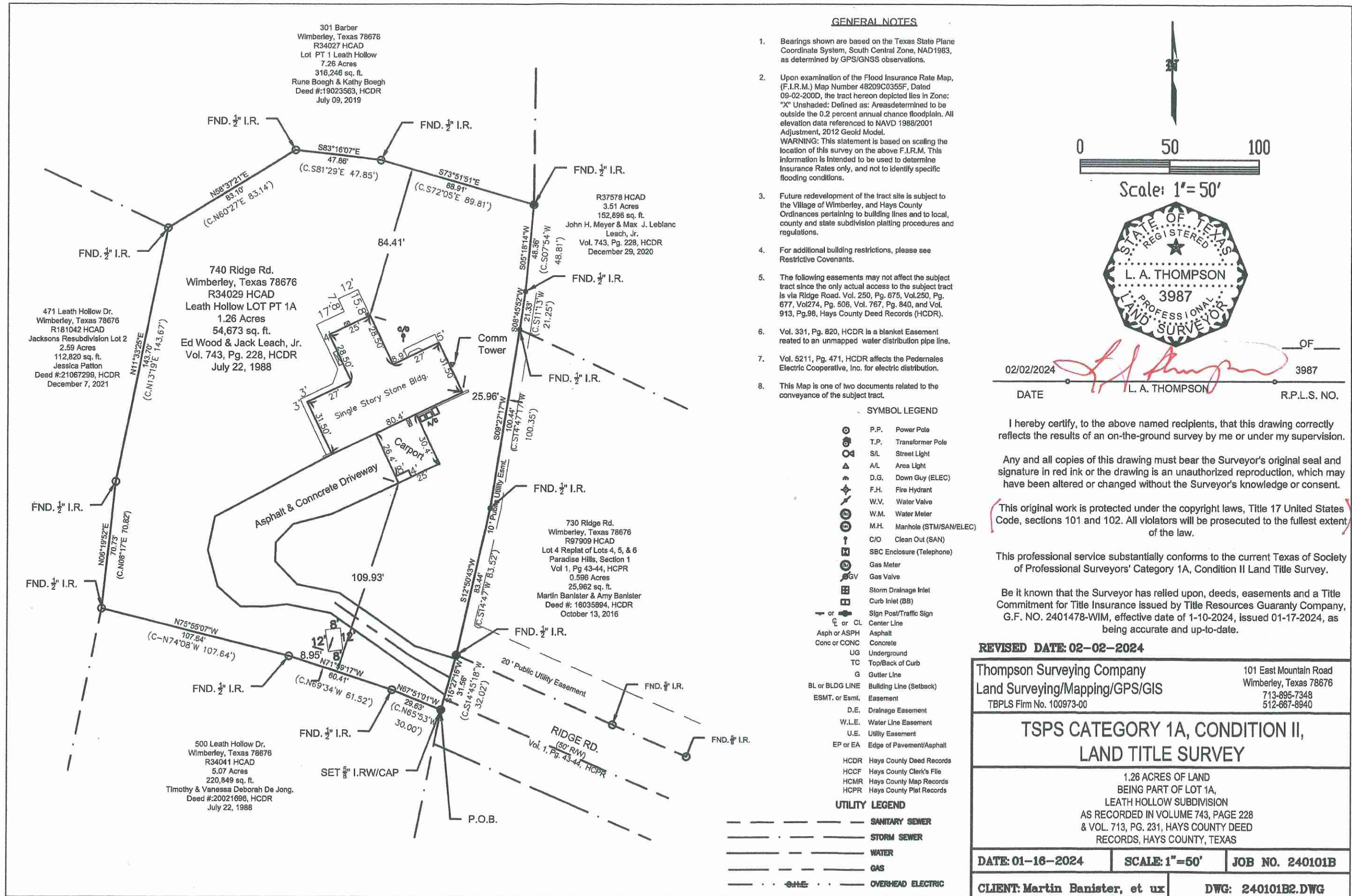
3/9/25

DATE

☒☒☒☒☒

Applicant's Signature: MW Benister

Date: 3/9/25



Nathaniel Glaiser

From: Lauraine Miller Rose <misslauraine@yahoo.com>
Sent: Monday, April 7, 2025 8:41 PM
To: Nathaniel Glaiser
Subject: Support for request for CUP at 740 Ridge Road

External Sender - From: (Lauraine Miller Rose
<misslauraine@yahoo.com>)

This message came from outside your organization.

Dear Mr. Glaiser,

We are unable to attend the public hearings on April 10 and April 17.

We support Amy and Martin Banister's application for a Conditional Use Permit to operate a Short-Term Rental 2 at 740 Ridge Road.

Yours truly,

Lauraine and Larry Rose
705 Ridge Road
Wimberley, Tx 78676
Misslauraine@yahoo.com

[Sent from Yahoo Mail for iPhone](#)



740 Ridge Road Short Term Rental

From Sharon Thompson <sharont1421@gmail.com>

Date Wed 4/9/2025 6:31 PM

To Nathaniel Glaiser <nglaiser@cityofwimberley.com>

**External Sender - From: (Sharon Thompson
<sharont1421@gmail.com>)**

This message came from outside your organization.

Good Evening Mr. Glaiser,
We have been informed that an application is being made to allow for short term rentals at 740 Ridge Road. As permanent residents of Paradise Hills, we oppose this application.
Thank you for your attention to this matter,
Jeff and Sharon Thompson
320 Barber Drive
Sent from my iPhone



Outlook

CUP - 740 Ridge Rd

From Linda Webb <linda@tres-angeles.com>

Date Wed 4/9/2025 9:34 PM

To Nathaniel Glaiser <nglaiser@cityofwimberley.com>; Tammy Heller <theller@cityofwimberley.com>

External Sender - From: ("Linda Webb" <linda@tres-angeles.com>)

This message came from outside your organization.

I live at 261 Barber Dr .. below the subject property (but outside the 200-ft notice area).

I'm writing to **support** Martin & Amy Banister's application for a short-term rental at 740 Ridge Road.

Martin and Amy live next to the property which, in essence, makes them an "onsite owner". I know they will oversee a well-run short-term rental.

I would like to see a contingency added to the CUP .. ie, *the CUP must be pulled by Martin and Amy prior to any sale or transfer of property.*

Thanks,
Linda Webb
512-847-9695



Outlook

CUP application on Ridge Road

From Alexander Dent <alexander.m.dent@gmail.com>

Date Wed 4/9/2025 1:21 PM

To Nathaniel Glaiser <nglaiser@cityofwimberley.com>

Cc Sonya Carolan Dent <sonya.m.carolan@gmail.com>

**External Sender - From: (Alexander Dent
<alexander.m.dent@gmail.com>)**

This message came from outside your organization.

Hi Mr. Glaiser,

My name is Alex Dent and I am writing to express my concern with the concept of a STR on Ridge Road in Paradise Hills.

I reside with my wife and young children at my property at 295 Barber Drive, directly neighboring the proposed STR on Ridge Road. I do not support a STR in this residential neighborhood due to the additional noise and traffic that it will generate.

I was not formally notified of the CUP application, but I wanted to formally express my disapproval of this application.

Kind Regards,

Alex Dent
(303) 319-5687
alexander.m.dent@gmail.com
295 Barber Drive, Wimberley TX



Outlook

CUP application - 740 Ridge Road

From Lori Fey <lorimfey@gmail.com>**Date** Thu 4/10/2025 9:10 AM**To** Nathaniel Glaiser <nglaiser@cityofwimberley.com>

External Sender - From: (Lori Fey <lorimfey@gmail.com>)

This message came from outside your organization.

Nathan,

Thank you again for your help in understanding the CUP process. I am writing to register our opposition to the CUP application in our neighborhood at 740 Ridge Road. Please let us know if there are other ways we can engage in the process.

Best regards,

Lori & Francis Fey
285 Barber Drive
Paradise Hills neighborhood



AGENDA ITEM:	ZA-25-002 – Zoning Change R2 to RA
SUBMITTED BY:	Nathan Glaiser, Planning and Public Works Director
DATE SUBMITTED:	February 7 th , 2025
MEETING DATE:	April 10th (P&Z) / April 17th(City Council)

REPORT

ITEM

The applicant, Mike Weaver, representing the owners Hunter Schappaugh and Peggy Krause Schappaugh, have requested a zoning change for 1.05 acres of property located at 615 Sunset Dr, Wimberley, Texas 78676. The request is to change the zoning from Single-family Residential 2 (R2) to Rural Acreage (RA). The property consists of Lot 1 in the Boyles Home Subdivision, which is a one lot subdivision approved in 2015. This zoning change will accompany a Vacate Plat to undue the subdivision. Essentially, the owners are wishing to unplat the 1.05 acres subdivision and return the property back to its original form, as part of a 9 acre unplatted tract of land. To do this, we want the zoning of the property to be consistent across the entirety of the property. This property was rezoned from RA to R2 in 2015 to accommodate the Boyles Home subdivision. Approval of this application would return the 1.05 acre property to RA.

[Residential Acreage](#) is designed to permit the use of land for the propagation and cultivation of crops and similar uses of vacant land. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is given the RA classification until it is assigned another more permanent zoning district.

[Single-Family Residential 2](#) is intended to provide for development of primarily detached, single-family residences on lots of not less than 20,000 square feet.

The major difference between the two zoning districts is the minimum lot size. RA is 5 acres and R2 is 20,000 square feet (.47 acres). Agricultural uses are also permitted in RA and not R2. RA also allows for two single family residences instead of just one in R2. Please see ordinances linked above for specifics.

Attachments: Application

PROPERTY INFORMATION

Property Description

Applicant(s): Mike Weaver
Property Address: 615 Sunset Dr.
Property Owner: Hunter Schappaugh and Peggy Krause Schappaugh

Legal Description: Boyles' Home Subdivision
Property Size: 1.05
Existing Use of Property: Raw Land
Existing Zoning: R2
Planning Area: I
Overlay District: None

Utilities

Water: Wimberley Water Supply Corporation
Wastewater: Individual on-site sewage facilities
Electricity: Pedernales Electric Corporation

Surrounding Property:

Frontage: Sunset Dr

		Current Zoning:	Existing Land Use:
Surrounding Zoning & Land Use	North of Property	R1	Residential
	South of Property	RA	Vacant
	East of Property	R3	Residential
	West of Property	RA	Vacant

LEGAL NOTICE

Surrounding Neighbor Notification Letters (200'): March 28, 2025
Published Legal Notice (Wimberley View): March 27, 2025

PUBLIC COMMENTS

Staff has received some email comments on this item. They are attached.

RECOMMENDATION

Planning and Zoning voted (5-0) to recommend approval of this zoning change.

Criteria for Consideration

- Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the city as a whole;
- Whether the proposed change is in accord with any existing or proposed plans for providing

public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings;

c. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the city, and any special circumstances which may make a substantial part of that vacant land unavailable for development;

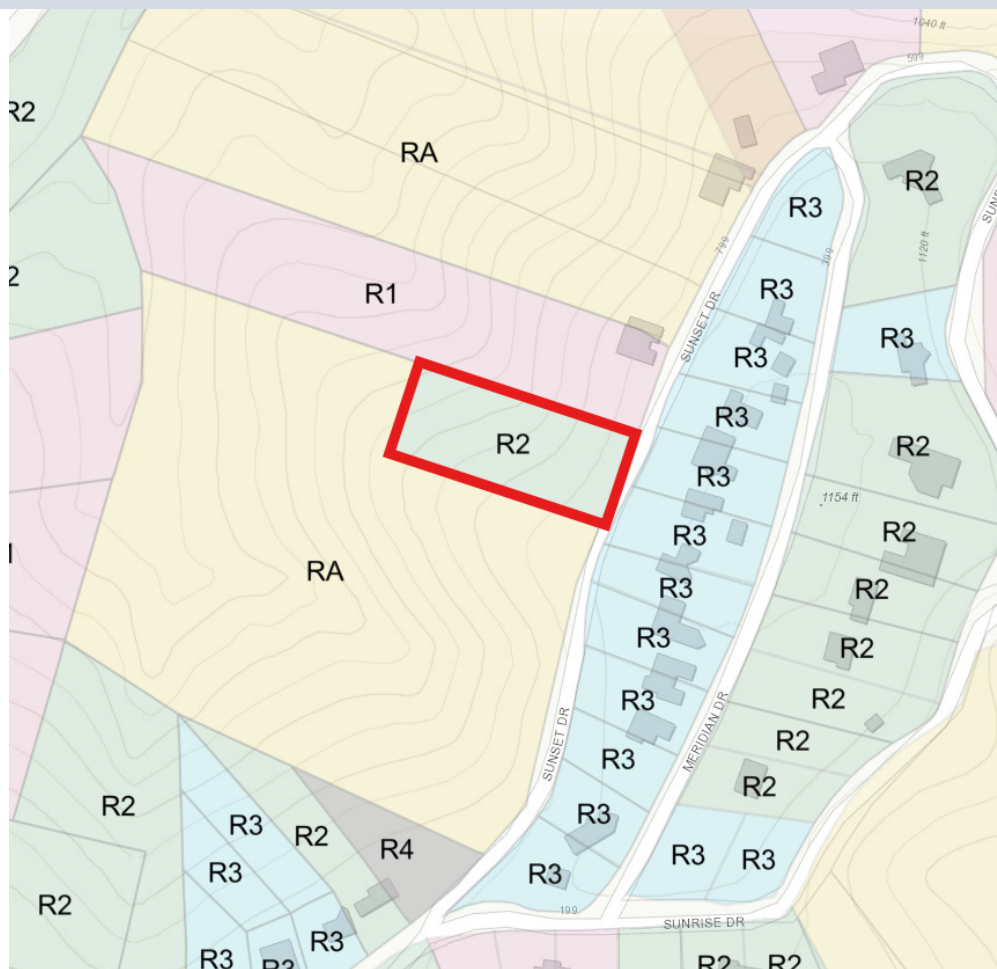
d. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change;

e. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;

f. Any other factors which will substantially affect the public health, safety, morals, or general welfare; and

g. Whether granting the request furthers the land use objectives and principles adopted by the city.

ZONING MAP



ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, AMENDING THE ZONING FOR PROPERTY LOCATED AT 615 SUNSET DRIVE, WIMBERLEY, HAYS COUNTY, TEXAS, FROM SINGLE-FAMILY RESIDENTIAL (2) TO RESIDENTIAL ACREAGE (RA).

WHEREAS, Chapter 211 of Vernon's Local Government Code empowers the City Council of the City of Wimberley to enact zoning regulations and provides for their administration, enforcement and amendment; and

WHEREAS, the regulations established by the Wimberley Code of Ordinances Article 9.03 (Zoning), as amended, (the "Code") are specifically designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public facilities; and

WHEREAS, the City Council of the City of Wimberley has complied with all notice of public hearing as required by the Code and State law; and

WHEREAS, in keeping with the spirit and objectives of the area, the City Council has given due consideration to all components of said proposed zoning change and the recommendations of the Planning and Zoning Commission concerning recommended requirements, conditions and safeguards necessary to protect adjoining property; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

WHEREAS, the City Council desires to amend the Zoning Map by rezoning property located at 615 Sunset Drive, Wimberley, Hays County, Texas, described by survey in Exhibit "A", attached and incorporated by reference, from Single-Family Residential 2 (R2) to Residential Acreage (RA).

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

ARTICLE I. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Wimberley and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

ARTICLE II. REZONING

THAT the Zoning Map of the City of Wimberley is hereby amended by rezoning 615

Sunset Drive, in Wimberley, Hays County, Texas, described by survey in Exhibit “A”, from Single-Family Residential 2 (R2) to Residential Acreage (RA) zoning classification.

ARTICLE IV. REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed, but only to the extent of any such conflict.

ARTICLE V. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

ARTICLE VI. EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

ARTICLE VII. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, and the Standard Zoning Enabling Act, Chapter 211 of the Texas Local Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED by the City of Wimberley City Council on the 17th day of April 2025, by a vote of __ (Ayes) and __ (Nays) and __ (Abstain).

CITY OF WIMBERLEY

By: _____
James T. Chiles, Mayor

ATTEST:

Tammy Heller, City Secretary



APPROVED AS TO FORM:

City Attorney



Residential Zoning Application

Planning & Development

FOR OFFICE USE ONLY

Application Date: _____ File No.: _____ Fees: \$ _____ Paid: _____
Tentative P&Z Hearing: _____ Tentative City Council Hearing: _____
Planning Area: _____ Zoning Requested: _____ City Initiated: ☐ Yes ☐ No

PROPERTY INFORMATION

STREET ADDRESS OF PROPERTY TO BE ZONED: 615 Sunset Drive, Wimberley, Texas

*New Street Addresses can be obtained by calling (512) 393-2160 HAYS COUNTY CAD PROPERTY ID #: R 149302

PLEASE PROVIDE DIRECTIONS TO YOUR PROPERTY: Across RR 12 from City offices to Valley Dr. At split, continue right on Valley Dr.

At split, stay right and go up Climbing Way. Left on Hilltop Dr. At split, veer left on Sunset Dr. The property is on the left before you get to 695 Sunset Dr.

NOTE: Please clearly mark your property so it is easily identifiable.

TOTAL AREA TO BE ZONED: ACRES 1.05 (OR) SQ. FT. _____ TOTAL NO. of TRACTS: 1

PLANNING AREAS: _____ REQUESTED ZONING CLASSIFICATION: RA

PROPOSED USE: residential

EXISTING ZONING CLASSIFICATION(s) AND USES (if applicable): R2

OWNER'S INFORMATION

Owner's Name: Hunter Schappaugh and Peggy Krause Schappaugh Phone No.: 713-417-8348

Mailing Address: _____

Email Address: _____

REPRESENTATIVE'S INFORMATION

Representative Name: Mike Weaver Weaver Surveying, LLC Phone No.: 512-777-9190

Mailing Address: P. O. Box 1115, Wimberley, TX 78676

Email Address: mike@weaversurveying.com

Name of Real Estate Company Involved: _____

LEGAL DESCRIPTION

Street Address: Sunset Dr. Subdivision: Boyles' Home Subdivision

Block(s) _____ Lot(s) 1 Plat Book: 19 Page Number: 104

DEED RECORDS: (REFERENCE OF DEED CONVEYING PROPERTY TO THE PRESENT OWNER):

VOLUME: Doc. No. PAGE: 21003200 OF COUNTY PLAT RECORDS

OTHER PROVISIONSIs Property in an Overlay District? _____ Yes ☒ No _____ Unknown _____

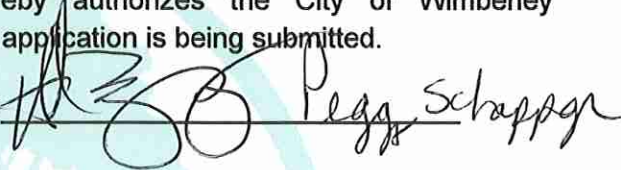
TYPE OF OVERLAY ZONE(S) (if applicable) _____

FLOOD PLAIN (What, if any, flood zone does your property occupy?): NoELECTRIC UTILITY PROVIDER: Pedernales Electric Cooperative, Inc.WATER UTILITY PROVIDER: Wimberley Water Supply Corp.

WASTEWATER UTILITY PROVIDER: _____

HAYS COUNTY SEPTIC PERMIT NUMBER (if applicable): N/A**SITE INSPECTION AUTHORIZATION**

Applicant, Owner, or Applicant's authorized agent hereby authorizes the City of Wimberley representatives to visit and inspect the property for which this application is being submitted.

Date: 2/7/25 APPLICANT SIGNATURE 

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

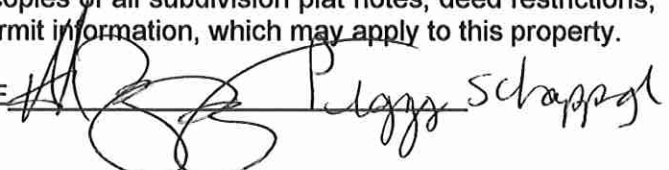
ACKNOWLEDGMENT OF EXISTING

Subdivision Plat Notes, Deed Restrictions Restrictive Covenants and/or
Zoning Conditional Use Permits

I, the Applicant herein, have checked the subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permits prohibiting certain uses and/or requiring certain development restrictions (for example, height, access, screening) on the property now being zoned on my behalf and located at: Sunset Dr., and more particularly known as Lot 1, Block _____ of the Boyles' Home Subdivision.

If a conflict should result with the request, I am submitting to the City of Wimberley due to subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permits it will be my responsibility to resolve it. I also acknowledge that I understand the implications of use and/or development restrictions that are a result of subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permits.

I understand that if requested, I must provide copies of all subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permit information, which may apply to this property.

Date: 2/7/25 APPLICANT SIGNATURE 

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

SUBMITTAL CHECKLIST

TO ENSURE THAT YOU HAVE COMPLIED WITH THE ZONING APPLICATION REQUIREMENTS, REVIEW THE FOLLOWING LIST. FAILURE TO COMPLETE THE NECESSARY STEPS CAN CAUSE A DELAY IN PROCESSING YOUR APPLICATION.

- ☐ Complete "Application for Zoning"
- ☐ Provide plat map of property to be zoned which includes all properties within 200 feet of any portion of Applicant's property; and which clearly indicates streets in surrounding area.
- ☐ Provide plat map of the specific property to be zoned.
- ☐ Provide names and addresses of property owners within 200 feet of any portion of Applicant's property.
- ☐ Provide a legal description of the property to be zoned.
- ☐ Sign/date Submittal Verification form.
- ☐ Sign/date Site Inspection Authorization form.
- ☐ Sign/date Acknowledgement Form.
- ☐ Pay Zoning Fee (this fee is based on the cost of services incurred by the City of Wimberley reviewing, processing, and recording the zoning request).
- ☐ Applicant agrees to attend a pre-zoning conference prior to acceptance of Application.
- ☐ Applicant agrees to attend Planning & Zoning Commission hearings scheduled for Applicant's proposed zoning.
- ☐ Applicant agrees to attend City Council hearing scheduled for Applicant's proposed zoning or waives his/her rights of appearance (see below).

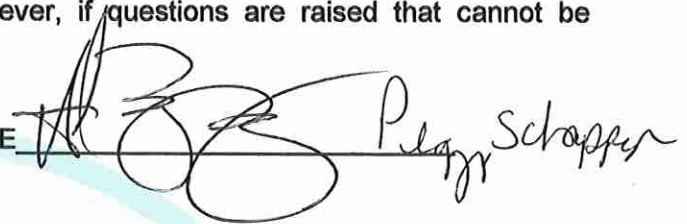
SUBMITTAL VERIFICATION AND/OR WAIVER OF APPEARANCE

My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that City review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me, my firm, or representative, may delay the review of the Application.

I hereby waive my right to appear before the City of Wimberley City Council at the public hearing to be held concerning the zoning of my above-referenced property. I understand that my failure to appear allows the Council to consider my zoning request; however, if questions are raised that cannot be answered, the matter will be continued.

Date: 2/7/25

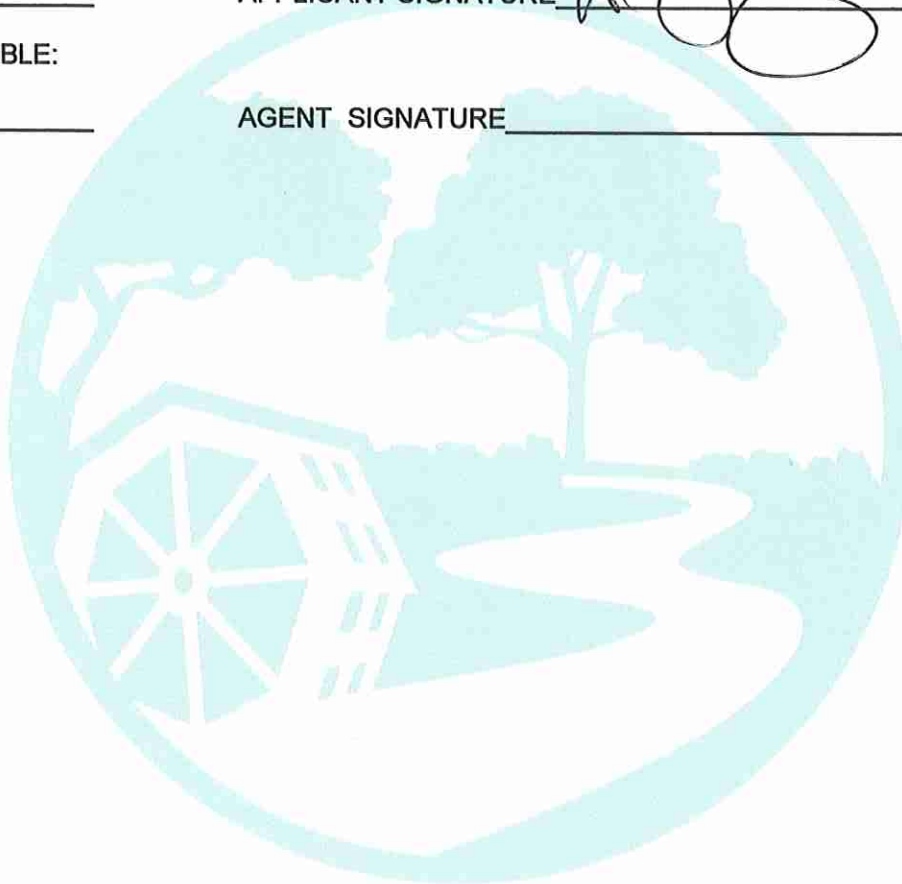
APPLICANT SIGNATURE

 Peggy Schaffer

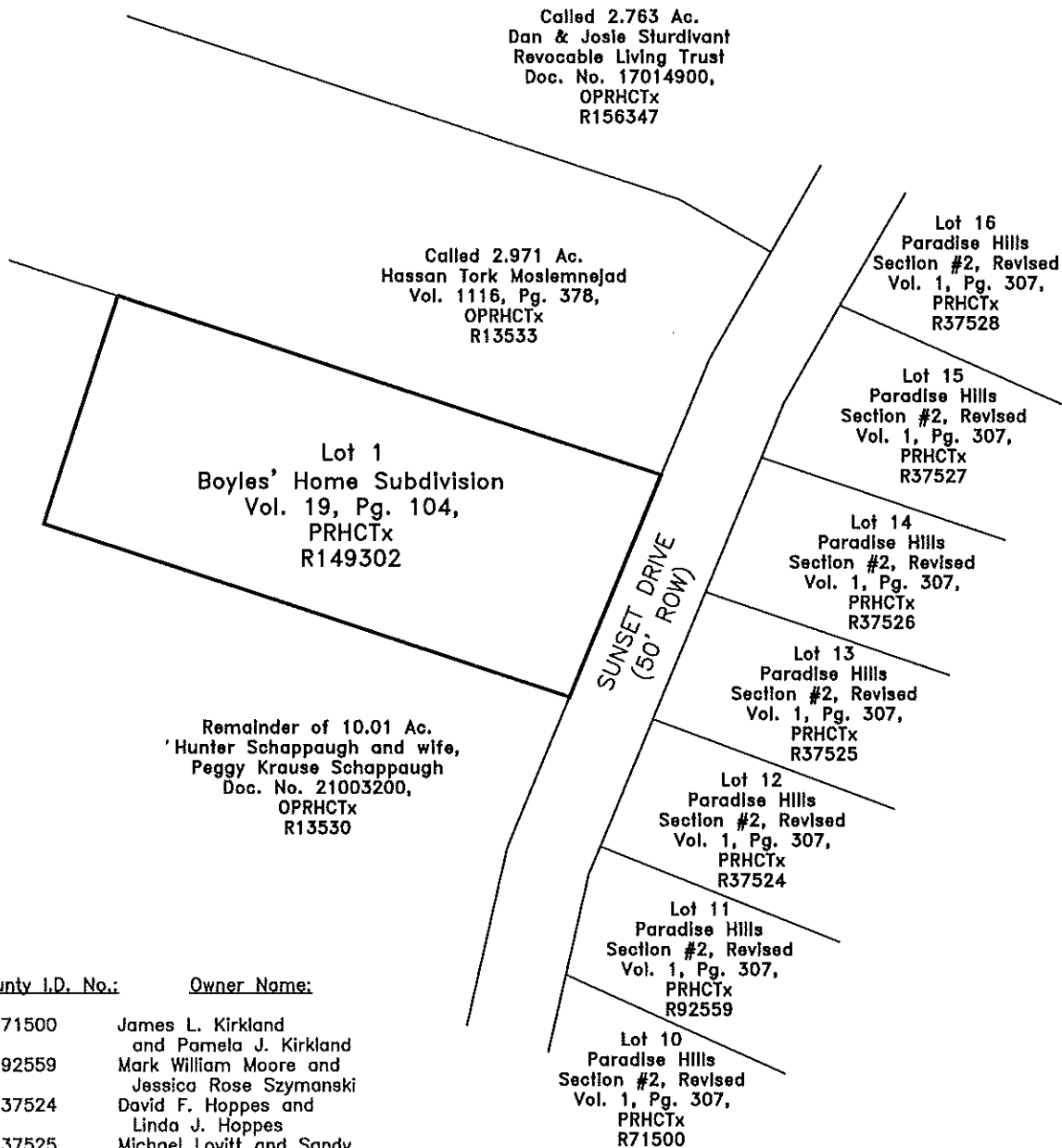
WHEN APPLICABLE:

Date: _____

AGENT SIGNATURE _____



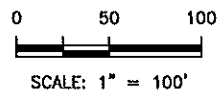
**Sketch of Properties and Owners
Within 200 Feet of Lot 1
Boyles' Home Subdivision**
(According to the plat recorded in Vol. 19, Pg. 104
of the Plat Records of Hays County, Texas)



<u>Hays County I.D. No.:</u>	<u>Owner Name:</u>
Lot 10 R71500	James L. Kirkland and Pamela J. Kirkland
Lot 11 R92559	Mark William Moore and Jessica Rose Szymanski
Lot 12 R37524	David F. Hoppes and Linda J. Hoppes
Lot 13 R37525	Michael Lovitt and Sandy Pollock
Lot 14 R37526	Monroe J. Barta and Rosemary Barta
Lot 15 R37527	Michael M. Gieber and Janice S. Mullenax
Lot 16 R37528	Landon Curry, Jr. and Beth Rowley
2.763 Ac. R156347	Dan Sturdivant and Josie J. Sturdivant
2.971 Ac. R13533	Hassan Tork Moslemnejad
Remainder 10.01 Ac. R13530	Hunter Schappaugh and Peggy Krause Schappaugh

Note:

Sketch prepared from the public record and
does not reflect an on the ground survey.



Weaver Surveying, LLC
TBPELS Firm #10194053
Drawing No. H241114-01A

Boyles Home Subd L1 Plus 8.95ac Sketch241217.dwg (121724,19,34:14) (1=100')

Nathaniel Glaiser

From: James Barta <jrbarta@gmail.com>
Sent: Monday, April 7, 2025 5:16 PM
To: Nathaniel Glaiser
Subject: 615 Sunset Drive File # ZA-25-002

Follow Up Flag: Follow up
Flag Status: Completed

External Sender - From: (James Barta <jrbarta@gmail.com>)
This message came from outside your organization.

Thank you for your consideration of the following when you review the request of rezoning this property.

The residents of Meridian Dr. which is located above the property being considered and the adjoining property are permanent residents of this beautiful subdivision which hosts one of the most dramatic views of Wimberley. As such, preserving the view greatly affects our day to day life and has an impact on property values.

While we welcome new residents of our community, we request that they commit to underground utilities. A number of years ago the residents on Meridian Dr. provided the funds and a new easement for PEC to run the lines under Sunset for this purpose.

We request that the owners requesting the Zoning Amendment from R2 to RA address their intentions for the development of these lots as in reading the RA description the following were mentioned in Sec.9.03.071:

Barns, nurseries, accessory building which can be employee living quarters, crops etc.

James & Rosemary Barta
15 Meridian Dr.
512 557-5143

Nathaniel Glaiser

From: Linda Hoppes <l_hoppes@yahoo.com>
Sent: Monday, April 7, 2025 10:31 PM
To: Nathaniel Glaiser
Subject: 615 Sunset Drive File No. ZA-25-002

External Sender - From: (Linda Hoppes <l_hoppes@yahoo.com>)

This message came from outside your organization.

Nathan,

As our property is in close proximity to 615 Sunset Drive, our concerns with any building on either parcel are zoning and utilities.

Underground utilities would provide us continuing undisturbed views; which is what caused us to purchase our property 22+ years ago.

Changing the zoning on those two parcels may open the door for overbuilding on the few level building sites. And, would it set a precedent for others with an acre+ to request that zoning change? Thus changing the look and feel of Paradise Hills.

We appreciate the opportunity to express our concerns.

David and Linda Hoppes
11 Meridian Drive
Wimberley

Nathaniel Glaiser

From: The Kirklands <jpkirkland68@gmail.com>
Sent: Monday, April 7, 2025 6:41 PM
To: Nathaniel Glaiser
Subject: ZA-25002 615 Sunset Drive

External Sender - From: (The Kirklands <jpkirkland68@gmail.com>)
This message came from outside your organization.

To the Planning and Zoning Commission:

We currently reside at 7 Meridian Dr. which is directly above a portion of the total acreage that contains the lot requesting a change in zoning designation. We are aware the plat restriction requiring underground utilities will be removed from this portion of the plat and does not apply to the larger portion of the ten acres. This is of great concern to all of us who live above this property.

While we do not oppose this zoning request, our primary concern is the damage that would be caused by any overhead wires or poles that could severely damage our current wonderful, long range views. In addition to the view interference, our property valuations would be affected negatively. As a former owner of the original plat of ten acres at 615 Sunset, we understand its terrain and building constraints. Nathaniel indicates that the owner wishes to use underground utilities from the box already located near the lot line with the Tork residence at 695 Sunset Drive. We are certainly very appreciative that they plan to go underground with their utilities.

In conclusion, we do not oppose this zoning request. We would appreciate being advised if issues do arise regarding utilities so that it could be resolved by all involved.

Thank you for this opportunity to express our concerns.

Jim and Pam Kirkland
7 Meridian Dr.
Paradise Hills

713 826 5558



AGENDA ITEM:	1. Discuss and consider possible action to vacate the Boyles' Home Subdivision plat located at 615 Sunset Drive, Wimberley, Texas. (<i>Nathan Glaiser, ACA/Development Services Director</i>)
SUBMITTED BY:	Nathan Glaiser
DATE SUBMITTED:	04/08/2025
MEETING DATE:	April 17, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Staff has received an application requesting to vacate the Boyles' Home Subdivision plat. Vacating a plat will result in the complete undoing of a previously approved subdivision. The Boyles' Home Subdivision plat is a 1 acre, 1 lot, unimproved, subdivision that was cut out of a 10-acre piece of property and approved by City Council in 2015. The new owners of the property have submitted a petition to vacate this subdivision. They own both the Boyles' Home Subdivision and the remaining 9 acres of the original property that the lot was subdivided from. They wish to undo the plat because the location of the created lot is not in an area suitable to build a home. Vacating the plat would erase the subdivision and return the property to its 2015 configuration. All restrictions and easements shown on the plat would also be erased.

REQUESTED ACTION

Motion
Discussion

FINANCIAL

STAFF RECOMMENDATION

Staff recommends approval of this request. The subdivision created in 2015 is in an area with very steep slopes and finding a build site would be difficult. Allowing the applicant to use the full 10 acre property, without regard to the lot lines created by the subdivision, would be beneficial for the applicant. This would also reduce density from 2 lots on the 10 acres to just one 10-acre property. Staff also has concerns about the ability to obtain a septic permit as the 1 acre lot does not meet Hays County's minimum lot size for septic.

ATTACHMENT/S

1. Declaration Petition for Vacation of Plat
2. BOYLES-HOME-SUB-VOL-19-PG-104_0001

CITY OF WIMBERLEY

DECLARATION
PETITION FOR VACATION OF PLAT

THE STATE OF TEXAS §
COUNTY OF HAYS §

DECLARATION OF PETITION FOR VACATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT:

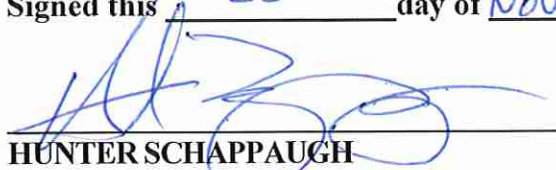
We, the undersigned, **HUNTER SCHAPPAUGH** and wife, **PEGGY KRAUSE SCHAPPAUGH**, hereby acknowledge that we are the owners of all the lot included in the certain plat entitled **Boyles' Home Subdivision**, which was filed in the Plat Records of Hays County, Texas in Volume 19, Page 104. A true and correct copy of said plat is attached hereto and was approved by the City of Wimberley on October 20, 2015. Pursuant to Texas Local Government Code Section 212.013, the undersigned hereby declare such plat to be vacated.

It is the intent of the undersigned to nullify the force and effect of the recordation of the above referenced plat by filing this declaration in the Hays County Official Public Records, to cause the County Clerk to write the word "vacated" in plain, legible letters across the plat and to so vacate.

It is further declared that the City of Wimberley has approved said instrument by its signature executed, attested, and attached hereto.

We understand and acknowledge that we will have no right to a refund of any monies, fees, or charges paid to the City of Wimberley nor to the return of any property or consideration dedicated or delivered to the City of Wimberley.

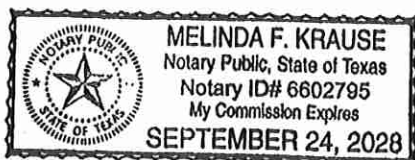
Signed this 26 day of NOVEMBER, 2024.

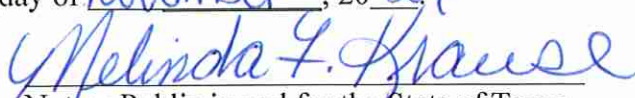

HUNTER SCHAPPAUGH


PEGGY KRAUSE SCHAPPAUGH

THE STATE OF TEXAS §
COUNTY OF HARRIS §
Lee

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared HUNTER SCHAPPAUGH and wife, PEGGY KRAUSE SCHAPPAUGH, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office, this the 26th day of November, 2024.




Notary Public in and for the State of Texas

This Declaration of Petition for Vacation of Plat for the Boyles' Home Subdivision Plat submitted to and considered by the City of Wimberley is hereby approved.

Signed this _____ day of _____, 20____.

By: _____
City Manager

Attested
By: _____
City Secretary

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That, Matthew B. Carr & Mary B. Carr, owners of the certain 10.01 Acre tract of land described in a deed recorded in Volume 4728, Page 182, of the Official Public Records of Hays County, Texas, do hereby subdivide 1.05 Acre from said parcel as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Wimberley the streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as the City of Wimberley may deem appropriate. This subdivision is to be known as BOYLES' HOME SUBDIVISION, being out of the A-106 Thomas Carothers Survey.

TO CERTIFY WHICH, WITNESS by our hand this 22 day of June A.D. 2015
By: Matthew B. Carr By: Mary B. Carr
Matthew B. Carr Mary B. Carr
6311 Lindann Lane, 6311 Lindann Lane,
Houston, TX 77008-3231 Houston, TX 77008-3231

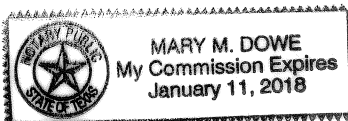
STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Matthew B. Carr & Mary B. Carr, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 22 day of June A.D. 2015

Mary M. Dowe
NOTARY PUBLIC in and for Hays County, Texas
Hays



STATE OF TEXAS*
COUNTY OF FAYETTE*

KNOW ALL MEN BY THESE PRESENTS

That, Round Top State Bank, Lien Holder of the certain 10.01 Acre tract of land described in a deed recorded in Volume 4728, Page 182, of the Official Public Records of Hays County, Texas, do hereby consent to the subdivision of 1.05 Acre from said parcel as shown hereon, and do hereby join, approve, and consent to all plat note requirements shown hereon, and to the dedication to the City of Wimberley the streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as the City of Wimberley may deem appropriate. This subdivision is to be known as BOYLES' HOME SUBDIVISION, being out of the A-106 Thomas Carothers Survey.

TO CERTIFY WHICH, WITNESS by our hand this 25th day of June A.D. 2015
By: Dave L. Weishuhn
Dave L. Weishuhn
P.O. Box 36
Round Top, Texas 78954

STATE OF TEXAS*
COUNTY OF FAYETTE*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Dave L. Weishuhn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 25th day of June A.D. 2015

Joan M. Lange
NOTARY PUBLIC in and for Fayette County, Texas
JOAN M. LANGE
Notary Public, State of Texas
My Commission Expires
MAY 14, 2016

STATE OF TEXAS*
CITY OF WIMBERLEY*

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of the City of Wimberley. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The City of Wimberley disclaims any responsibility to any member of the public for independent verifications of the representation, factual or otherwise, contained in this plat and the documents associated with it.

Don Ferguson 10/20/15
Don Ferguson, City Administrator
City of Wimberley, Texas

I, Joel D. Wilkinson, City Engineer of the City of Wimberley, Texas do hereby certify that this subdivision plat conforms to all requirements of the Subdivision Regulations to which approval is required.

Joel D. Wilkinson 10/20/2015
Joel D. Wilkinson, City Engineer
City of Wimberley, Texas

I, Don Ferguson, City Administrator of the City of Wimberley, Texas hereby certify that this subdivision plat conforms to all requirements of the Subdivision Regulations to which approval is required.

Don Ferguson 10/20/15
Don Ferguson

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Liz Q. Gonzalez, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the day of September 19, 2014 at 1:00 o'clock P.M. and duly recorded on the day of September 19, 2014 at 1:00 o'clock P.M., in the Plat Records of Hays County, Texas, in Plat Book No. 14, Pages 144

TO CERTIFY WHICH, WITNESS my hand and seal of the Office of County Clerk, this 24th day of September, A.D. 2014

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk
Hays County, Texas



Wimberley Water Supply, CCN #10314, an approved water supply system, has adequate quantity to supply this subdivision in accordance with the policies of the water supply system.

Sam R. R. R. 10/22/15
Wimberley Water Supply Representative Date

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Kelly Kilber, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the Subdivision Regulations of the City of Wimberley, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at Wimberley, Hays County, Texas this 22 day of June, A.D. 2015

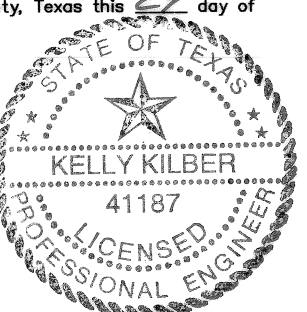
Kelly Kilber 6/22/15
Kelly Kilber
R.P.L.S. # 2219, State of Texas Date



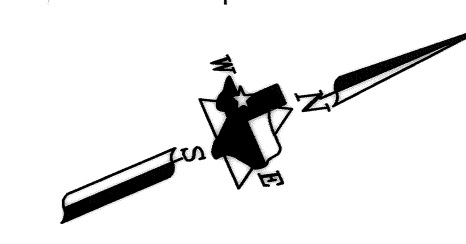
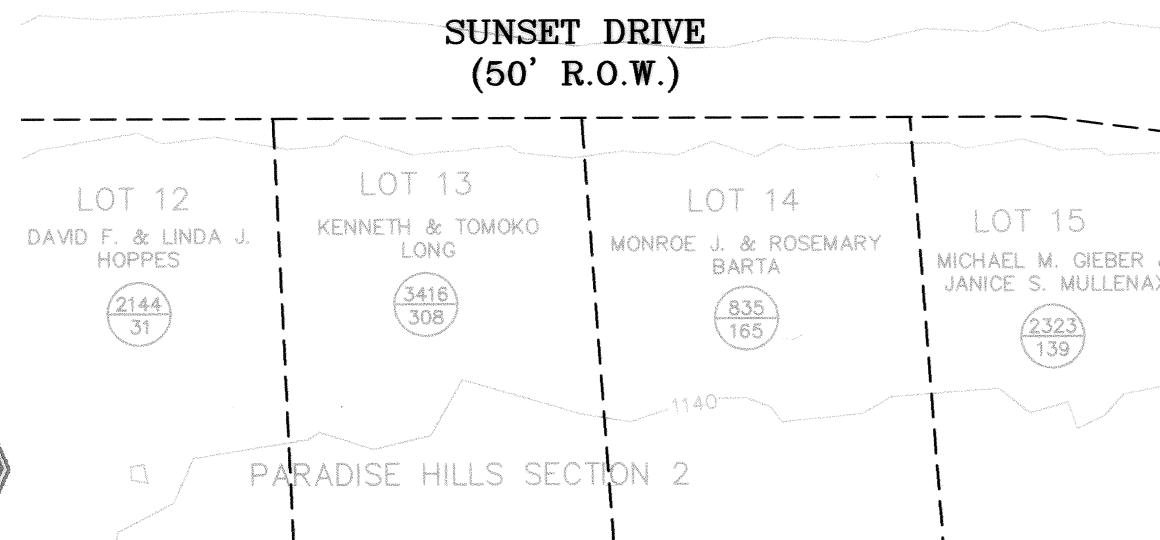
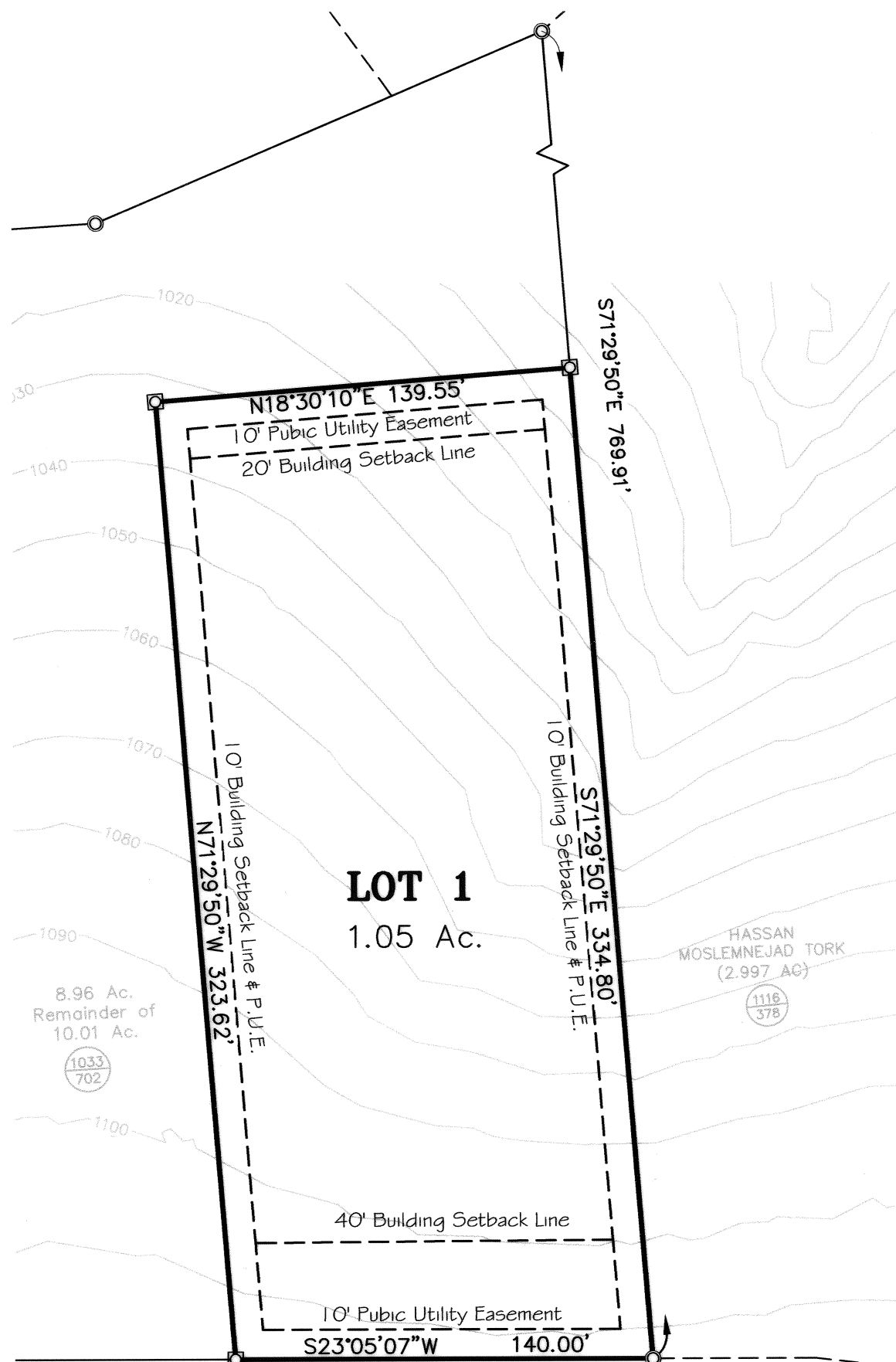
I, Kelly Kilber, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is however in the Contributing Zone of the Edwards Aquifer and is not encroached by a Zone A flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0355 F effective date September 2, 2005, and that each lot conforms to the Wimberley Subdivision Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at Wimberley, Hays County, Texas this 22 day of June, A.D. 2015

Kelly Kilber 6/22/15
Kelly Kilber
Registered Professional Engineer, No. 41187
State of Texas Date



PLAT OF BOYLES' HOME SUBDIVISION CITY OF WIMBERLEY HAYS COUNTY, TEXAS



SEPTEMBER 19, 2014
SCALE: 1"=50'
0 50 100

LEGEND	
⊙	IRON STAKE FOUND
⊙	IRON STAKE W/ ALUMINUM CAP (PRO-TECH ENG 2219) FOUND
⊙	IRON STAKE W/ PLASTIC CAP (TRI-TECH SURVEYING) SET
⊙	HAYS COUNTY DEED RECORDS
⊙	HAYS COUNTY PLAT RECORDS

PLAT NOTES

- No portion of this subdivision lies within the boundaries of the Barton Springs Segment of the Edwards Aquifer Recharge Zone.
- This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
- No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C 0355 F, dated September 2, 2005.
- This subdivision contains 1 residential lot for a total 1.05 acres.
- This subdivision lies within the Wimberley Independent School District.
- Water service for this subdivision is to be provided by Wimberley Water Supply Company.
- Wastewater treatment for this subdivision is to be by private, individual on-site sewage facilities.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- Telephone service for this subdivision is provided by Verizon.
- This subdivision lies within the City Limits of The City of Wimberley and is subject to its ordinances.
- When required, lots shall have a minimum driveway culvert size of 18".
- Public utility easement of ten (10) feet shall be located on each side and rear of interior lot lines.
- Front building setback lines shall be forty (40) feet.
- Topographic information shown hereon derived from 2009 Hays County LIDAR data provided by CAPCOG, Austin, TX.
- No structure in this subdivision shall be occupied until connected to an on-site wastewater system which has been approved and permitted by The City of Wimberley.
- No structure in this subdivision shall be occupied until connected to a state approved community water system.
- Provisions of the City of Wimberley Comprehensive Plan shall also govern this subdivision.
- No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
- The average slope of the net site area of Lot 1 requires Level 2 Development Plan review and approval.
- Structural engineering sealed plans for foundation design are required for Lot 1 structure(s).
- Driveway slope regulations relating to emergency services access to Lot 1 are applicable as set forth in Ordinance 2009-050.
- A fifteen (15) foot Embankment/Backslope Easement adjacent to the Sunset Drive right-of-way for stabilization/maintenance of roadway is dedicated on Lot 1.
- All utilities shall be installed underground in conformance with the terms and regulations of the provider of that utility.
- Any further subdivision of Lot 1 shall be prohibited.
- No more than one (1) single-family residence shall be constructed on Lot 1.

ENGINEER:

BEC-LH
BEC-LIN ENGINEERING, LP
100 E. San Antonio St., Suite 100
San Marcos, Texas 78666
Ph: 512-353-3335
Fax: 512-396-0224
TBPE REGIS. #: F-13056
TBPLS REGIS. #: 10194003

SURVEYOR:

TRI-TECH
SURVEYING COMPANY, L.P.
WWW.SURVEYINGCOMPANY.COM
100 E. San Antonio St., Suite 100
San Marcos, Texas 78666
Ph: 512-353-3335
Fax: 512-396-0224
Firm Reg. Number 10193729

PLAN 5683

P-14-13718

SHEET 1 of 1



AGENDA ITEM:	2. Discuss and consider approval of an agreement with HDL Companies for Short-Term Rental Administration and Collection of Hotel Occupancy Tax. <i>(Michele Woods, Tourism Director)</i>
SUBMITTED BY:	
DATE SUBMITTED:	04/07/2025
MEETING DATE:	April 17, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Professional Services Agreement - Hotel Occupancy Tax with HDL Final 2025

**PROFESSIONAL SERVICES AGREEMENT
FOR
SHORT-TERM RENTAL ADMINISTRATION AND COLLECTION OF HOTEL
OCCUPANCY TAX**

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 Hinderliter De Llamas and Associates “HDL” (“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 April 17, 2025 and remain in effect for twelve (12) months. This agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in section 7.2 or 7.3 or either party give the other party written notice of non-renewal at least forty five (45) days prior to the expiration of the then-current term (each a “Renewal Term” and, collectively, together with the Initial Term, the “Term”).

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 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 as provided for in *Exhibit 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, nor does it include any drafts, notes or internal communications prepared by Contractor in the course of performing the Services that were not otherwise provided to City in either hardcopy or electronic form, all of which may be protected by Contractor or others' copyrights or other intellectual property.

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 45 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon 45 calendar days' 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.

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: Hinderliter De Llamas & Associates
Attn: HDL Contracts
120 S State College Blvd. #200
Brea, CA 92821

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "Short-Term Rental Administration and Collection of Hotel Occupancy Tax" in the Description of Operations block of the Certificate. The original 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 original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be e-mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative 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:

City of Wimberley

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 certified copy of the policy with the understanding that premium amounts 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 or material change 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 B+V1 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 (512) 847-0025. 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, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in Section VII within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Wimberley
Attention: City Administrator
221 Stillwater
Wimberley, Texas 78676

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 herein contained 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 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 directly or indirectly arising out of, resulting from or related to 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 24 hours 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, 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.

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).

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: Consultant will provide City with list of subcontractors. 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 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. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

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 warrants and 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 warrants and 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 warrants and 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 Hays 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 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 SUBCONSULTANTS 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

<i>(Signature)</i>	<i>(Signature)</i>
Printed Name: <u>Timothy Wayne Patek</u>	Printed Name: <u>Joshua Davis</u>
Title: <u>City Administrator</u>	Title: <u>VP of TFA</u>
Date: <u></u>	Date: <u></u>

APPROVED AS TO FORM:

City Attorney

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

Attachment A

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's Hotel Occupancy Tax Administration Services (HOT).

1. Operations Management Services

- 1.1. Establish and maintain database of Client lodging providers.
- 1.2. Receive and process registrations, tax returns and payments in a timely fashion.
- 1.3. Provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.4. Remit revenue to Client no less than monthly.
- 1.5. Provide Client staff access to website portal offering lodging provider registry inquiry and reporting capabilities.
- 1.6. Endeavor to ensure accurate filings of returns by consistently monitoring returns, providing compliance audits, and educating lodging providers as mutually agreed to by Client and Consultant.
- 1.7. Provide analysis reports monthly and annually provide revenue trends and key insights on Client lodging providers.

Consultant will provide the following Services relative to Client's Short-term rentals administration.

2. Identification and Monitoring

- 2.1. Monitor short-term rental sites to identify new listings and closures.
- 2.2. Match listings to specific parcels using GIS and property tax assessor data.
- 2.3. Identify properties which are already registered and paying taxes.
- 2.4. Provide a visual map of listing locations in Client's jurisdiction.
- 2.5. Record listing details (including start date, sites linked to, and other information necessary for documenting evidence of short-term rental activity).

3. Education, Registration, and Compliance

- 3.1. Notify non-compliant lodging providers of their status and any actions necessary to become compliant.
- 3.2. Provide short-term rentals website with links to FAQs, education packets, and support for registering, filing returns, and making payments.
- 3.3. Follow-up with non-compliant entities and assist as needed to obtain compliance.
- 3.4. Work with Client to identify additional requirements and ensure collection of data necessary for enforcement procedures.

4. Operations Management Services

- 4.1. Establish and maintain database of Client's short-term rental lodging providers.
- 4.2. Receive and process registrations, tax returns and payments in a timely fashion.
- 4.3. Provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm

Pacific).

- 4.4. Remit revenue to Client no less than monthly.
- 4.5. Provide Client staff access to website portal offering lodging provider registry inquiry and reporting capabilities.
- 4.6. Endeavor to ensure accurate filings of returns by consistently monitoring returns and educating lodging providers.
- 4.7. Provide analysis reports monthly and annually provide revenue trends and key insights on Client lodging providers.

Exhibit B

FEES

1. HOT Operations Management Services

- 1.1. Fees for performing operations management Services shall be \$984.36 per year for each filing property.
- 1.2. Fees will be increased as of January 1st of each calendar year. The annual increase will be at a fixed rate of 5%.
- 1.3. Fees for any travel and lodging expenses will be billed at cost and applied to all meetings (including implementation, training, operations and support).
- 1.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

2. Short-Term Rentals Transient Occupancy Tax Administration and Compliance Services.

- 2.1. Fees for performing operations management Services for previously registered STRs shall be \$17.37 per month.
- 2.2. Fees for performing operations management Services for STRs discovered revenue shall be 35% of short-term rental revenues collected or \$20,169.36 per year plus CPI, whichever is higher.
- 2.3. Fees will be increased as of January 1st of each calendar year. The annual increase will be at a fixed rate of 5%.
- 2.4. Fees for any travel and lodging expenses will be billed at cost and applied to all meetings (including implementation, training, operations and support).
- 2.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

3. Payment Processing – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

- 3.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
 - 3.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
 - 3.1.2. ACH/eCheck processing - \$2.50 per transaction
- 3.2. Client funded
 - 3.2.1. Credit and debit card processing – 2.9% of transaction amount
 - 3.2.2. ACH/eCheck processing - \$0.75 per transaction
- 3.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
- 3.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.



AGENDA ITEM:	3. Discuss and consider possible action to select a firm for professional grant writing services related to the Texas Parks and Wildlife Department (TPWD) Grant Program. (<i>Richard Shaver, Parks and Recreation Director</i>)
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	04/07/2025
MEETING DATE:	April 17, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Request for Qualifications for Texas Parks and Wildlife Grant Development Services was published on March 21st. The submission deadline was April 11th and we received 2 submittals. Staff recommends that MHS Planning and Design be awarded RFQ #2025-01.

MHS brings over 30 years of experience developing and managing Texas Parks and Wildlife (TPWD) grants for municipalities across Texas. They have prepared more than 125 grant applications with a 90% success rate, helping communities secure over \$45 million in TPWD grant funding. Since 2023 alone, MHS has developed more than ten grant applications - all of which have been awarded funding, totaling over \$6 million in grant funds.

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Bid Tabulation - TPWD Grant Development Services



REQUEST FOR PROPOSALS – RFQ #2025-01
Texas Parks & Wildlife Grant Development Services
BID TABULATION FORM

BID TITLE: RFQ 2025-01 TPWD Grant Development Services
DATE OF BID OPENING & TIME: 4/14/25 10:00 am

BIDDER'S NAME ADDRESS BIDDER'S PHONE EMAIL	BIDDER #1 MHS Planning and Design. 12222 Merit Dr. Suite 1560 Dallas, TX 75251 hrush@mhsplanning.com	BIDDER #2 MRB Group, P.L. 8834 N. Capital of Texas Highway Suite 220 Austin, TX 78759 tom.brown@mrbgroupl.com	BIDDER #3	BIDDER #4
AMOUNT OF BID:	\$	\$	\$	\$
BIDDER'S NAME ADDRESS BIDDER'S PHONE EMAIL	BIDDER #5	BIDDER #6	BIDDER #7	BIDDER #8
AMOUNT OF BID:	\$	\$	\$	\$



AGENDA ITEM:	4. Discuss and consider possible action to approve the Campaign to Develop the Blue Hole Nature Center. <i>(Richard Shaver, Parks and Recreation Director)</i>
SUBMITTED BY:	
DATE SUBMITTED:	04/08/2025
MEETING DATE:	April 17, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

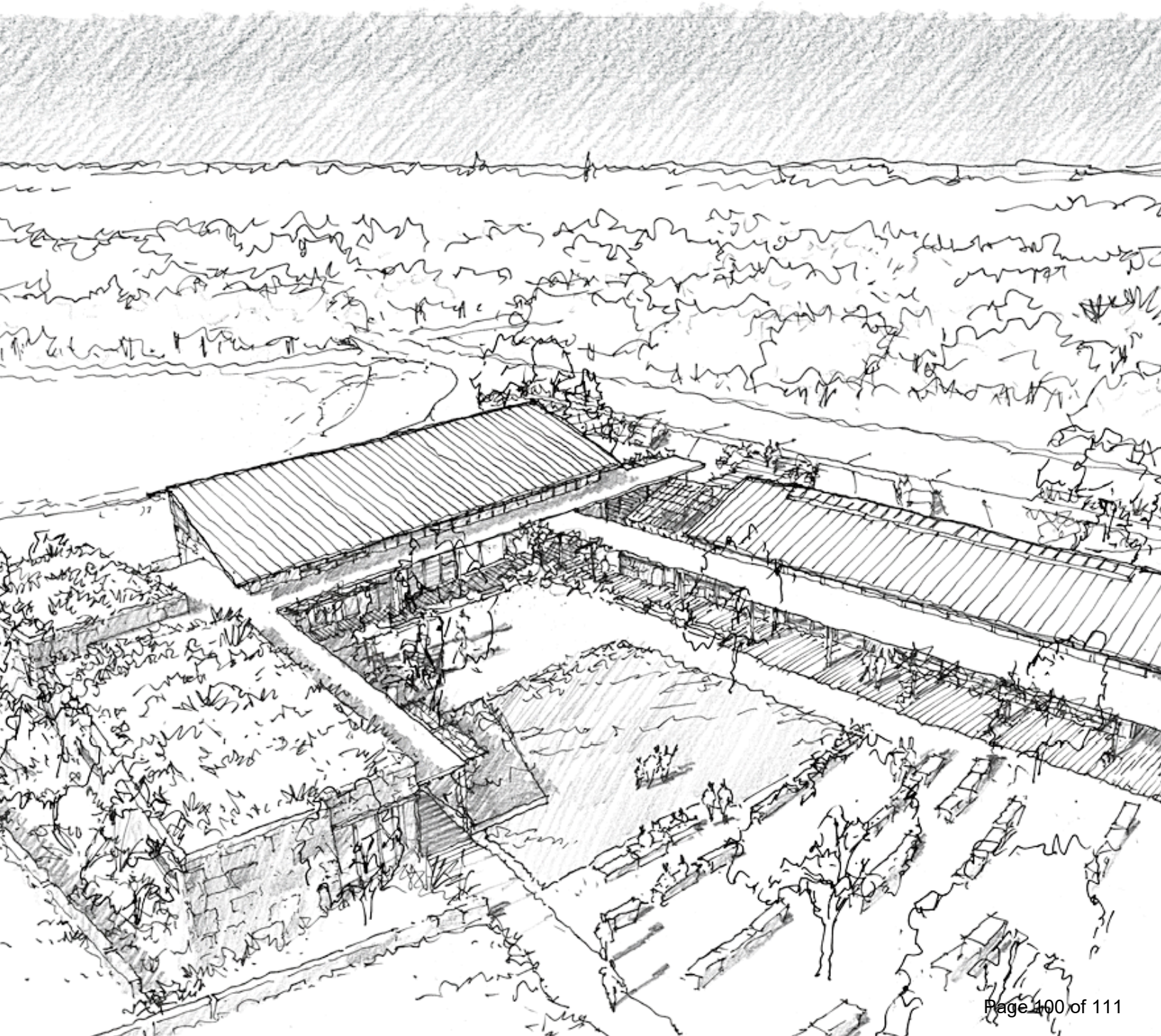
STAFF RECOMMENDATION

ATTACHMENT/S

1. Nature Center Campaign



A CAMPAIGN TO DEVELOP THE BLUE HOLE NATURE CENTER





BLUE HOLE

In 2005, the City of Wimberley and the Friends of Blue Hole embarked on a mission to save the Blue Hole from the threat of residential development. After an unprecedented fundraising effort, the land was purchased by the City for use as a community park.

The City of Wimberley has since developed the 126-acre park for the enjoyment of residents, visitors, and future generations. It includes many of the much needed recreational facilities for our growing community and showcases a true gem in the Texas Hill Country.

The park includes approximately 5 miles of trails, picnic areas, a community pavilion, playscape, basketball court, sand volleyball court, amphitheater, and the famous Blue Hole Swimming Area.

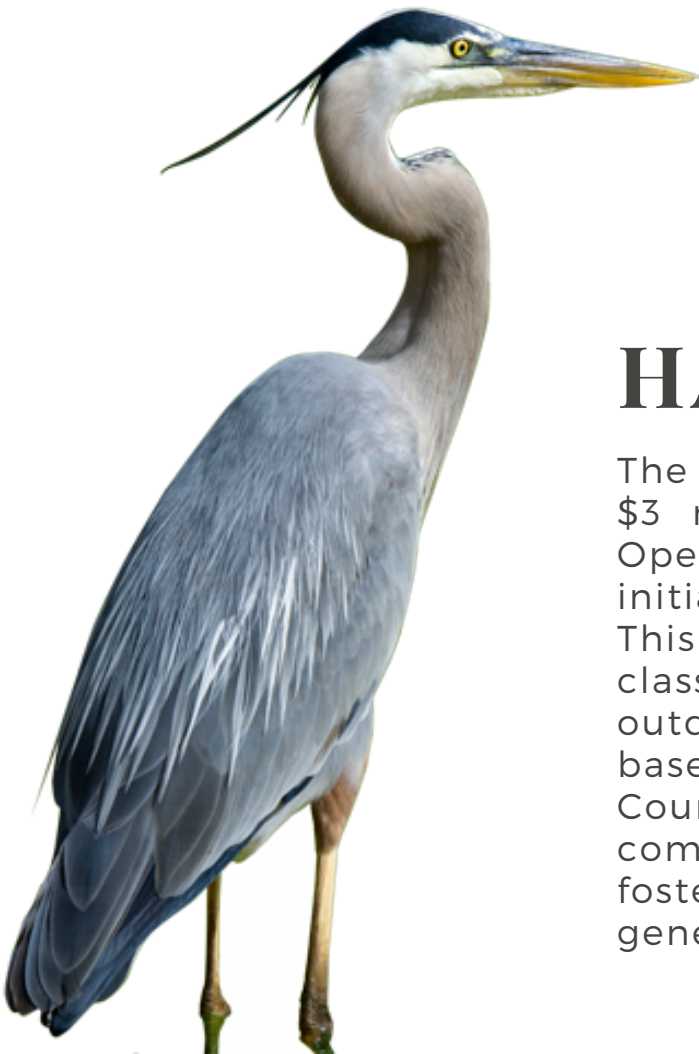
"We at the Lady Bird Johnson Wildflower Center are delighted by the Village of Wimberley's plans to create a park at the Blue Hole. This is one of the most unique and treasured natural areas in Texas. Wimberley is making a tremendous gift by making sure that Central Texans can continue to use and enjoy the Blue Hole today, and that this part of our natural heritage is protected for all time".

Susan Reif
Executive Director
Ladybird Johnson Wildflower Center

THE NATURE CENTER

The Wimberley Parks and Recreation Department is committed to protecting and preserving our Texas Hill Country culture and natural resources. The Blue Hole Nature Center will provide a safe space in nature to showcase everything that the Texas Hill Country has to offer to Wimberley and Hays County residents. As a designated One Water facility, the Center will incorporate innovative water management strategies to maximize conservation and sustainability.

This facility would serve as an expansion for our award-winning Nature Camp program that provides environmental education initiatives for over 400 Hays County youth every summer. It incorporates native prairie and wetland restoration areas, an adventure play area, an indoor facility to showcase the Hill Country, a greenhouse for Texas Master Naturalist programming, and office spaces to expand department operations.

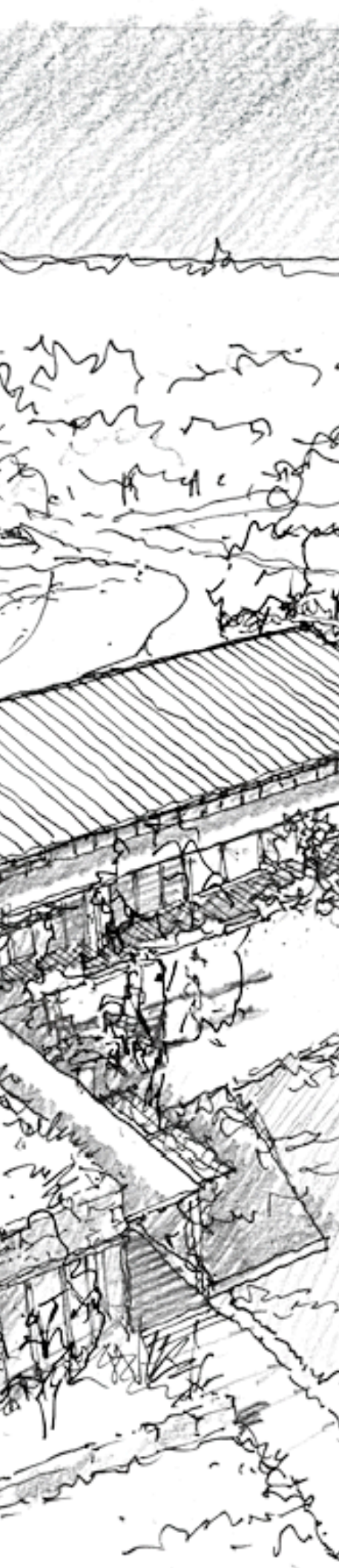


HAYS COUNTY

The Blue Hole Nature Center has been awarded \$3 million from the Hays County Parks and Open Space Bond, a \$75 million voter-approved initiative to enhance parks and conservation. This funding will help create interactive classrooms, a greenhouse, an aquarium, and outdoor learning spaces, expanding nature-based education for Wimberley and Hays County. This investment reflects the county's commitment to preserving natural spaces and fostering environmental stewardship for future generations.

1. STORAGE
2. CLASSROOM 1
3. CLASSROOM 2
4. GREENHOUSE
5. WATER FEATURE
6. ENTRY LOBBY (RECEPTION)
7. AQUARIUMS / INSECTARY
8. THEATER
9. RESTROOMS
10. OPEN OFFICE
11. OFFICE
12. CONFERENCE ROOM
13. FIRE PIT
14. OUTDOOR GATHERING SPACE
15. PORCH
16. RAINWATER COLLECTION





THE CAMPAIGN TO DEVELOP THE ONE- WATER BLUE HOLE NATURE CENTER

The two classrooms will be utilized for our Nature Camp as well as for private rentals. The partition can be removed to form a large room for special events.

The greenhouse, which will be supplied with reclaimed water, will serve as a year-round programming opportunity for the Parks Department as well as the Texas Master Naturalist and the Wimberley Garden Club.

The entry lobby will lead into the Nature Center with aquariums, insectaries, and nature-based exhibits. Connected to this building will be a small theater that will play nature documentaries for the public as well as provide a space for public speakers.

In this plan, we have identified a prairie restoration area and a wetland interpretation area. These two features will be restored to their natural state and used for educational purposes with the help of reclaimed water.

Staff offices are also included in the plan as well as a conference room to expand the Wimberley Parks Department operations.

The courtyard will serve as a community gathering space with access to the Nature Center and other interpretive areas.

There will be an adventure play area that will serve as a nature-themed playground for our older youth that have outgrown the current play structures in the park.



"BLUE HOLE IS A WONDROUS PLACE THAT
REMINDS AND REVEALS TO THE HEART
THE BEAUTY AND THE HARMONY OF THE
EXTRAORDINARY AND PRECIOUS
ELEGANCE OF NATURE."

-RAY WILEY HUBBARD



THE BLUE HOLE NATURE CENTER: A LIVING LEGACY

and a source of inspiration for generations to come.

We are inviting you and your family to be a part of this momentous occasion and name a special and unique feature of the Nature Center. Your significant gift will provide an everlasting tribute to your family or a friend. For more information, please contact Richard Shaver, Director of Parks and Recreation - rshaver@cityofwimberley.com, (512)648-2408.

GREENHOUSE

For \$500,000 you can name the new state-of-the-art greenhouse. Your name will appear on the entrance to the greenhouse and on the permanent donor recognition sign.

CLASSROOMS

For \$250,000 you can name one of the two classrooms that will be utilized for the award-winning Blue Hole Nature Camp and other exclusive events. Your name will appear on the entrance to the classroom and on the donor recognition sign.

ADVENTURE PLAY AREA

For \$100,000 you can name the adventure play area which will act as a gathering space for families and the youth of Hays County.

WETLAND/ PRAIRIE RESTORATION AREAS

For \$50,000 you'll have the opportunity to name either the wetland or prairie restoration areas. Your name will appear on trail signs to the area.

STAFF OFFICES

For \$50,000 you can name the staff offices at the Blue Hole Nature Center where the Wimberley Parks Department will reside.



HELP US REACH OUR FUNDRAISING GOAL

In addition, a series of unlimited legacy opportunities for gifts of \$500 to \$25,000 are offered to individuals, families, businesses, and foundations. These generous gifts will be acknowledged on a centralized permanent donor wall in the Blue Hole Nature Center for the following giving levels:



TOWERING CYPRESS	\$25,000
LIVE OAK	\$20,000
LIMESTONE BLUFF	\$15,000
TEXAS CEDAR ELM	\$10,000
CHATTERBOX ORCHID	\$5,000
BLUEBONNET	\$1,000
TEXAS BARBERRY	\$500

MAKING A GIFT IN SUPPORT OF THE FUNDRAISING CAMPAIGN

The Blue Hole Nature Center has received \$3,000,000 from the Hays County Parks and Open Space Bond, but we need your help to bring this vision to life. Your donation will make a direct impact in building a space where nature thrives and knowledge grows. Donate and be a part of something lasting!

HOW DO I GIVE?

Gifts of Cash: To make gifts of cash, please make your check payable to the City of Wimberley, with a reference to the Blue Hole Nature Center. Please mail it to:

The City of Wimberley
Attention: Blue Hole Nature Center
221 Stillwater Rd.
Wimberley, TX 78676

Your support of the Blue Hole Nature Center Campaign will ensure that environmental education will be a cornerstone for the youth of Wimberley and beyond. For that, you will have the appreciation of the citizens of Wimberley and all of Texas.



AGENDA ITEM:	1. Executive Session pursuant to Texas Government Code, Section 551.072 (Real Property) to discuss and consider the purchase, exchange, lease, or value of real property.
SUBMITTED BY:	
DATE SUBMITTED:	04/08/2025
MEETING DATE:	April 17, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	1. Discussion and possible action resulting from Executive Session.
SUBMITTED BY:	
DATE SUBMITTED:	04/08/2025
MEETING DATE:	April 17, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	1. Announcements
SUBMITTED BY:	
DATE SUBMITTED:	04/07/2025
MEETING DATE:	April 17, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	2. Future Agenda Items
SUBMITTED BY:	
DATE SUBMITTED:	04/07/2025
MEETING DATE:	April 17, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None