



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

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

AGENDA

1. **CALL TO ORDER** November 6, 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. **CONSENT AGENDA**

6.1. Consider approval of minutes from the October 16, 2025 Regular City Council Meeting. (*Tammy Heller, City Secretary*)

7. **DISCUSSION AND POSSIBLE ACTION**

7.1. Receive a presentation from the Director of Tourism, following a recommendation from the Hotel Occupancy Tax (HOT) Committee, on the disbursement of HOT funds and consider action on a reimbursement grant agreement between the City of Wimberley and the Senior Citizens Craft Co-Op for a mural outside the Senior Citizens Craft Shop. (*Michele Woods, Tourism Director*)

7.2. Discuss and consider possible action to amend an agreement with HDL Companies for Short-Term Rental Administration and Collection of Hotel Occupancy Tax. (*Michele Woods, Director of Tourism*)

7.3. Discuss and consider possible action regarding the Hometown Holiday and New Year's Eve Events, including but not limited to possible road closures. (*Michele Woods, Director of Tourism*)

7.4. Discuss and consider action on Ordinance 2025-21, amending the City's Master Fee Schedule;

repealing any ordinance or parts of ordinances in direct conflict with the master fee schedule ordinance; providing for severability, proper notice and meeting; and providing an effective date.
(Tim Patek, City Administrator)

7.5. Discuss and consider possible action on Resolution 08-2025, adopting a temporary moratorium on acceptance, processing, and approval of Short Term Rental (STR) applications requiring a conditional use permit; establishing findings, scope, duration, enforcement, and effective date.
(Rebecca Minnick, Mayor Pro Tem)

7.6. Discuss and consider possible action regarding wayfinding/monument signage throughout the City of Wimberley. (Jim Chiles, Mayor)

8. **CITY COUNCIL REPORTS**

8.1. Announcements

8.2. Future Agenda Items

9. **ADJOURNMENT**

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

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

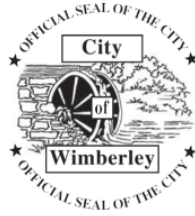
CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Friday, October 31, 2025 by 12:00 p.m., and remained posted for at least 3 business days 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.





AGENDA ITEM:	1. Consider approval of minutes from the October 16, 2025 Regular City Council Meeting. <i>(Tammy Heller, City Secretary)</i>
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	10/16/2025
MEETING DATE:	November 6, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

Motion

FINANCIAL

STAFF RECOMMENDATION

Approve Minutes as presented or amend if necessary.

ATTACHMENT/S

1. 10-16-2025 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, OCTOBER 16, 2025 - 6:00 PM

MINUTES

1. CALL TO ORDER

Mayor Jim Charles called the City of Wimberley City Council meeting to order on Thursday, October 16, 2025, at 6:00 PM.

2. CALL OF ROLL

City Secretary, Tammy Heller called the roll.

Council Members Present:

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

Staff Present:

Tim Patek, City Administrator
Tammy Heller, City Secretary
Nathan Glaiser, ACM/Director of Dev. Svcs.
Erica Flocke, Interim Parks Director
Esther Pena, City Attorney

3. INVOCATION

Scott Tidwell from Fellowship of the Crossroads, provided this evening's invocation.

4. PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

Those present recited the Pledge of Allegiance to the United States flag and the salute to the Texas flag.

5. CITIZENS COMMUNICATIONS

Mayor Chiles explained the rules for citizen communications, noting the three-minute time limit and that Council members could only speak about items on the agenda.

Helena Hauk, owner and operator of Creek Haven Inn and Spa in the downtown overlay district, spoke about short-term rentals (STR). She noted that her business supports about 20 families, and as chair of the hotel occupancy tax advisory committee, a board member of the Wimberley Valley Chamber of Commerce, and a board member of the Texas Bed and Breakfast Association, she was aware of the tourism industry's health both locally and statewide. She urged Council to review practices adopted by other communities to safeguard against overdevelopment of STRs and to

consider adopting two specific policies before approving further STRs: either requiring the property be zoned commercial prior to application, or requiring the property be owner-occupied as a primary residence at the time of application. Ms. Hauk noted that the lodging industry was currently suffering, and adding additional passive lodging would crowd residential areas and oversupply the market.

Anna Nunez, Public Affairs Specialist with the U.S. Small Business Administration Office of Disaster Recovery and Resilience, provided information about presidential disaster declaration #21174 issued for Texas flooding that occurred July 2-18, 2025. She explained that Hays County was declared a contiguous county for this disaster, meaning small businesses in Wimberley that did not suffer physical damage but are experiencing financial losses may be eligible for Economic Injury Disaster Loans. The loans provide working capital of up to \$2 million with no fee to apply, no payment, and no interest for 12 months. The application filing deadline is April 6, 2026. Ms. Nunez requested the city help share this information and stated she would follow up with additional details via email.

6. CONSENT AGENDA

6.1 Consider approval of minutes from the September 18, 2025 Regular City Council Meeting.

6.2 Approval of the August 2025 Revenue and Expenditure Report for the City of Wimberley.

Council Member Sheffield moved approval of the consent agenda. Council Member Bowman seconded the motion. The motion carried unanimously (5-0).

7. PUBLIC HEARINGS AND POSSIBLE ACTION

7.1 Hold a Public Hearing and consider action on Ordinance 2025-20, regarding an application for a Conditional Use Permit (CUP-25-013) to allow for the operation of a Short-Term Rental (STR2) at 202 River Road.

Nathan Glaiser, Assistant City Manager, presented the application for a conditional use permit (CUP) for 202 River Road, which is a 0.28-acre property zoned Single Family Residential 3. The application proposed a two-story structure with four STR units and a one-story cottage that would be an accessory building not to be rented. Mr. Glaiser reported that the Planning and Zoning Commission voted 4-2 to recommend approval with the condition that the one-story cottage not be included in the STR use. He noted that formal opposition came from four neighbors, two of them within 200 feet of the property, amounting to about 11% of the land area within 200 feet, which did not trigger a supermajority requirement. Five parking spaces were proposed on a pervious covered driveway.

Mayor Chiles opened the public hearing at 6:16 PM.

Pat Rehmet, an attorney with 50 years of experience who has lived in Wimberley for 48 years, spoke in opposition. He suggested postponing a decision until Hays County approved the septic system, noting concerns about fitting an adequate septic field on such a small lot with the proposed structures and parking.

Lisa Kiefer, owner of property at 301 River Road, asked Council to reject the recommendation from Planning and Zoning, stating the matter needed more in-depth consideration. She expressed concerns about septic systems on future commercial development in the area, pedestrian and driver safety issues, and questioned several factors in the Planning and Zoning Commission's approval. She noted that no property owners within 200 feet had spoken in favor of the project.

Alex Ridgway, architect for the project, stated the design was fully within setback lines with 23.3% impervious coverage, below the 35-foot maximum height allowance at 29'10", and that a septic system had been designed by CTHC Septic that would fit on the property. He emphasized that the design was compact and efficient, and that the studio space for the owner (an interior designer) was

not an office but a creative workspace. He argued that STR use would be less disruptive than a potentially larger single-family home, and that the walkability of the location was an asset to the town.

Courtney Mecklenburg, a Wimberley resident that lives off Leveritt's Loop, expressed neutrality on this specific application but voiced concern about the continued approval of STRs without a clear policy on capping them. She worried the residential area where she lives and plans to retire could become dominated by short-term rentals like Port Aransas. She also mentioned concerns about STR guests accessing the river without proper permission.

Bruce Levinson, who lives at 300 River Road, expressed concerns about parking, noting the difficulty of turning into the property from the road and questioning how five cars would fit on the lot. He was also concerned about where construction crews would park during building and whether a septic system could adequately support the structure. He questioned the need for more STRs when existing owners report declining revenues.

Mayor Chiles closed the public hearing at 6:30 PM.

The applicant, Lindsay Davis, explained she is the owner and principal designer at Blueberry Jones Design and a local resident with her husband and daughter. She clarified that the building would look like a two-story home from the outside, with four guest suites inside designed for adult couples or single occupants, not large groups or "celebration houses." The cottage would be her studio space where she would work daily, though she would not live on-site. She noted her residence is only five minutes away, allowing for quick response to any issues.

Council discussion centered around several concerns:

- Whether septic approval should be received before granting the CUP
- The appropriateness of the use given the small lot size (0.28 acres)
- Parking and traffic safety around the corner of River Road and Lange Road
- The overall approach to STRs in the area and the need for a more comprehensive plan
- Whether the proposed structure was too intensive for the property

Council Member Minnick expressed conflict about the application, noting that while the area seemed more appropriate for commercial use given what surrounds it, there were legitimate concerns about infrastructure and the transition from residential to commercial uses. Council Member Bowman voiced concerns about the intensity of the proposed use on the small lot, particularly with multiple units.

After calculating the percentage of opposition, Nathan Glaiser confirmed that 19.3% of the land area within 200 feet was opposed, which was under the 20% threshold requiring a supermajority for approval.

Council Member Sheffield moved approval of CUP-25-013 to allow for a short-term rental at 202 River Road as presented. Council Member Minnick seconded the motion. The motion passed 3-2. (Bowman and Cohen opposed)

8. DISCUSSION AND POSSIBLE ACTION

8.1 Discuss and consider possible action regarding a request by Bloomfield Homestead to permit a mobile pull cart for the transport and sale of flowers within the city limits, including the city center overlay.

Tim Patek, City Administrator, presented the request for a permit to sell flowers in the downtown square area.

April Billups, who owns property off Fischer Store Road, explained she had recently started a small cut flower farm using natural farming processes. She showed a picture of her gorilla cart that she planned to decorate and explained that about 80% of flowers sold in the United States are imported. She described her desire to promote locally grown flowers in Wimberley by selling them from her mobile cart, primarily in the evenings after local florists have closed. She noted this would generate interest in her business while supporting local agriculture and adding character to the community.

When asked where she would set up, Ms. Billups explained she would park in one of the visitors' parking areas and roll the cart around town, like an ice cream truck concept. She also mentioned she could offer local delivery but was not set up to ship flowers out of state.

Council Member Minnick moved to approve the request by Bloomfield Homestead to permit a mobile pull cart for the transport and sale of flowers within the city limits as presented. Council Member Cohen seconded the motion. The motion carried unanimously (5-0).

8.2 Discuss and consider possible action regarding a Request for Proposals (RFP) to update the playground at Martha Knies Community Park.

Erica Flocke, currently Interim Park Director and Park Operations Manager for the past three years, presented a request to issue a formal RFP for the design and installation of new playground equipment at Martha Knies Community Park. She explained the existing equipment is over 15 years old, showing obvious wear and tear, and no longer meets current accessibility or safety standards. The new playground would focus on nature-inspired design elements reflecting Wimberley's character, ADA-compliant surfacing, inclusive play structures, and durable, low-maintenance materials. The estimated project cost is up to \$250,000, including equipment, site preparation, surfacing, and installation.

Ms. Flocke shared example design concepts featuring bird-shaped structures, noting this unique design had not been seen in other parks where she had worked. Council Member Cohen suggested contacting Cypress Creek Church, which recently installed an impressive playground. Council Member Minnick commented that the bird theme was appropriate since Wimberley is a bird city.

Tim Patek noted the Friends of Wimberley Parks might potentially donate \$50,000 toward the playground project, which would help reduce the cost for the city.

Council Member Minnick moved to approve the RFP to update the playground at Martha Knies Community Park as presented. Council Member Cohen seconded the motion. The motion carried unanimously (5-0).

8.3 Discuss and consider possible action regarding the construction of a stage at Oak Park.

Erica Flocke explained that Oak Park has become one of the city's most active community spaces hosting concerts and public events. Staff obtained quotes for a 10' x 20' open-air stage that would be one foot tall and ADA accessible, with bids ranging from approximately \$11,000 to \$26,000, mostly falling around \$15,000. Two material options were considered: concrete and composite (Trex). The Parks and Recreation Board reviewed the proposals and unanimously recommended proceeding with Trex material to match existing park structures, particularly the bathroom facility. The board also recommended planning for a future canopy addition, ensuring both the stage and future features maintain a cohesive design with the rest of Oak Park.

Council Member Minnick suggested contacting the architect of the bathrooms to ensure design consistency, especially for the future canopy. Ms. Flocke confirmed the stage would be positioned against the fence, and depending on the event, attendees could either bring chairs or stand.

Tim Patek added that the city would be establishing pricing for both the stage and vendor booths to be rented out, with proceeds going back to parks.

Council Member Cohen moved to approve the proposal to construct the stage at Oak Park. Council Member Bowman seconded the motion. The motion carried unanimously (5-0).

8.4 Discuss and consider possible action on Resolution No. 07-2025, designating The Wimberley View the official newspaper for the City of Wimberley, Texas for Fiscal Year 2026 - per LGC Sec. 52.004

City Secretary Tammy Heller explained this was a statutory requirement from the local government code. After adopting the budget, an “official” newspaper must be designated for the city. She requested approval that the Wimberley View be designated as the official newspaper.

Council Member Sheffield moved approval of Resolution Number 07-2025 designating the Wimberley View as the official newspaper of the City of Wimberley as presented. Council Member Bowman seconded the motion. The motion carried unanimously (5-0).

8.5 Discuss and consider possible action regarding the City of Wimberley's Quarterly Investment Report for the fourth quarter of Fiscal Year 2025.

Tim Patek presented the quarterly investment report, noting the numbers looked good. He mentioned that the report did not reflect a check that would be issued the following day for the paving of Hillview and Mesa, which would cause a decline in the next quarterly report. He added that all funds were in good shape, and the city was still getting good interest rates at TexPool, on CDs, and at our bank, Texas Regional.

Council Member Cohen moved to accept the investment report. Council Member Clark seconded the motion. The motion carried unanimously (5-0).

8.6 Discuss and consider action on the January 1, 2026 City Council Meeting.

City Secretary Tammy Heller explained that city offices would be closed on Thursday, January 1, 2026, for the New Year holiday. Council could either cancel the meeting, reschedule it, or cancel now and call a special meeting later if needed. Any necessary items could be addressed in December or at the second meeting in January.

Council Member Cohen moved to cancel the January 1, 2026 meeting. Council Member Clark seconded the motion. The motion carried unanimously (5-0).

9. CITY COUNCIL REPORTS

9.1 Announcements

Tammy Heller announced the upcoming Boo! Hole Halloween event is on Saturday, with Council Members Bowman and Clark scheduled for the 4:00-5:30 p.m. shift and Council Member Sheffield and Mayor Chiles scheduled for the 5:30-7:00 p.m. shift. She noted that setup would begin at 2:00 p.m.

Tim Patek reminded Council of the upcoming TML conference in Fort Worth. Attendees would include Mayor Chiles, Council Members Minnick and Clark, Mr. Glaiser and himself, with most leaving midday on the 28th and returning on Friday the 31st.

Tim Patek reported on the successful cleanup event held the previous Saturday, with many people participating. Another cleanup event will be scheduled for the spring.

9.2 Future Agenda Items

Council Member Minnick requested a workshop on Short-Term Rentals, noting a committee that includes herself, two members from Planning and Zoning, a member of the Hotel Occupancy Tax Committee and Mr. Glaiser as staff liaison will be formed soon.

10. ADJOURNMENT

Mayor Chiles adjourned the meeting at 7:34 p.m.

RECORDED BY:

Tammy Heller, City Secretary

APPROVED BY:

James T. Chiles, Mayor





AGENDA ITEM:	1. Receive a presentation from the Director of Tourism, following a recommendation from the Hotel Occupancy Tax (HOT) Committee, on the disbursement of HOT funds and consider action on a reimbursement grant agreement between the City of Wimberley and the Senior Citizens Craft Co-Op for a mural outside the Senior Citizens Craft Shop. <i>(Michele Woods, Tourism Director)</i>
SUBMITTED BY:	
DATE SUBMITTED:	10/21/2025
MEETING DATE:	November 6, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Senior Citizens Craft Shop is celebrating its 40th anniversary and is requesting \$6,000 in HOT funds to support the creation of a commemorative mural on the side of their building. Working in coordination with Wimberley Arts through the City's mural process, the organization conducted an open Call for Artists (RFQ/RFP), received four proposals, and selected artist **Theresa Vincent** and her design as the final artwork.

The project budget includes **\$4,556 for the artist** and **approximately \$1,000 for supplies and materials**, with a proposed completion date of **January 30, 2026**.

The HOTAC committee voted to recommend funding not to exceed \$6,000, noting the mural will contribute positively to Wimberley's downtown atmosphere. The SCCS owns the property and will retain ownership as long as operations continue; if the business closes, ownership will revert to the prior owners.

REQUESTED ACTION

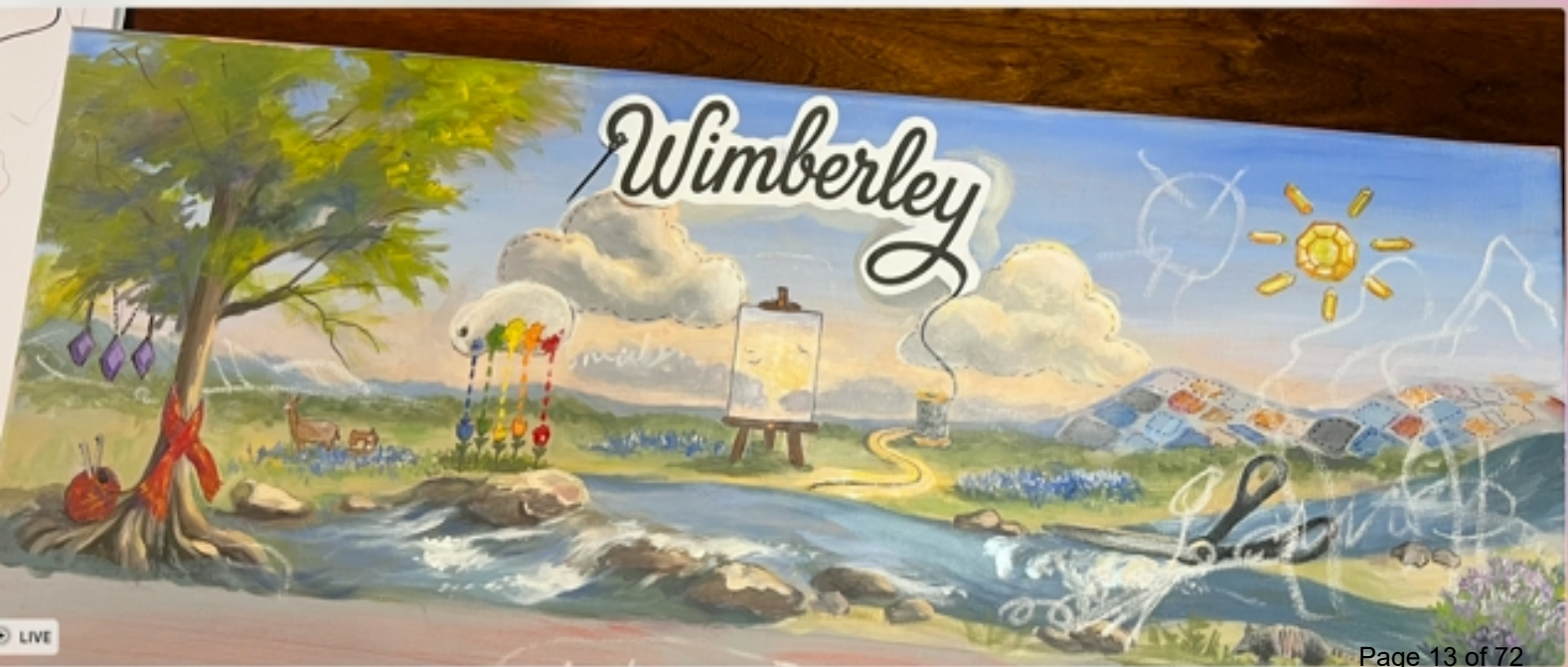
Motion
Discussion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Proposed Mural Image - Screenshot





AGENDA ITEM:	2. Discuss and consider possible action to amend an agreement with HDL Companies for Short-Term Rental Administration and Collection of Hotel Occupancy Tax. <i>(Michele Woods, Director of Tourism)</i>
SUBMITTED BY:	
DATE SUBMITTED:	09/25/2025
MEETING DATE:	November 6, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

This is an amended agreement for HDL, the City's Short Term Rental Administrator and Collector of Hotel Occupancy Taxes.

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Wimberley First Amendment - HDL Agreement
2. HDL Agreement (Exhibit B to be replaced with amendment)

**CITY OF WIMBERLEY
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement ("First Amendment") is entered into on the 28th day of October, 2025, by and between the CITY of WIMBERLEY ("CITY") and Hinderliter de Llamas and Associates, a California corporation ("Consultant"). CITY and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Professional Services Agreement dated April 17th, 2025 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement to update the fees for Short-Term Rentals Transient Occupancy Tax Administration and Compliance Services, effective November 1, 2025.

Exhibit A herein replaces the original Agreement's Exhibit B.

2.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

**CITY OF WIMBERLEY
ASSOC.**

HINDERLITER DE LLAMAS &

By: _____

By: _____
Robert Gray, Vice President

Exhibit A

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 all Short Term Rentals shall be \$17.37 per filling.
- 2.2. Fees for STR Compliance and Monitoring shall be \$15,750.00 per year.
- 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.

**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


(Signature)

Signed by:

65A507F34E8F4E7...
(Signature)

Printed Name: Timothy Wayne Patek

Printed Name: Joshua Davis

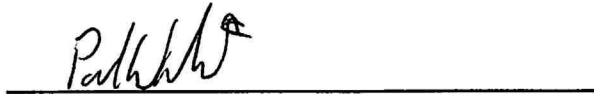
Title: City Administrator

Title: VP of TFA

Date: 4-17-25

Date: 6/6/2025 | 2:04:05 PM PDT

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 regarding the Hometown Holiday and New Year's Eve Events, including but not limited to possible road closures. <i>(Michele Woods, Director of Tourism)</i>
SUBMITTED BY:	Michele Woods
DATE SUBMITTED:	10/21/2025
MEETING DATE:	November 6, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Downtown parking closures during the Holiday season will be discussed this evening. The attached maps indicated the dates/times and the Tourism Director will be here to discuss in detail and answer questions.

REQUESTED ACTION

Discussion
Motion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

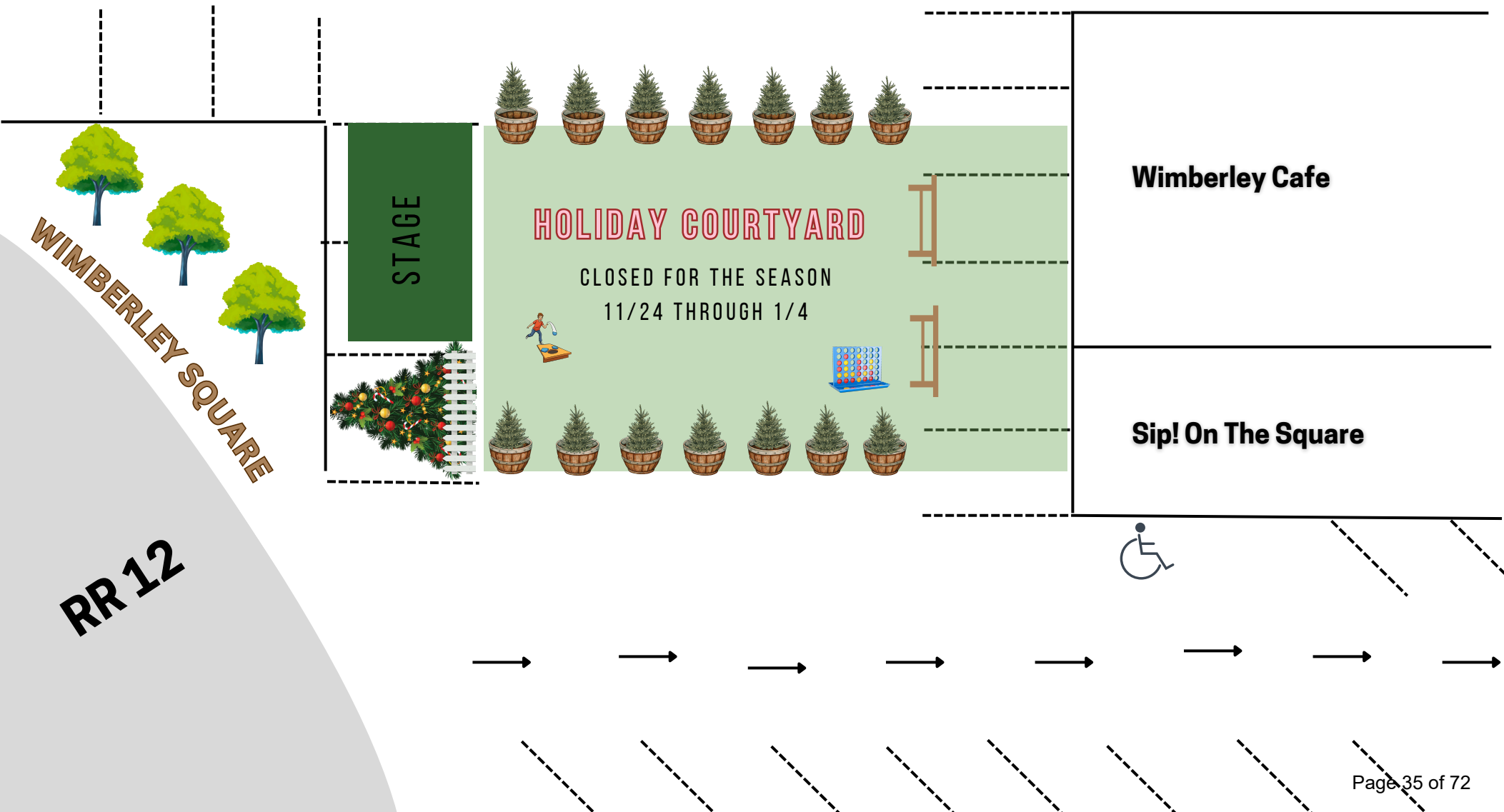
1. Holiday Courtyard Maps

Former Cypress Creek Cafe

The Old Mill Store

Longleaf Craft Kitchen & Bar

Normal Layout/Closures



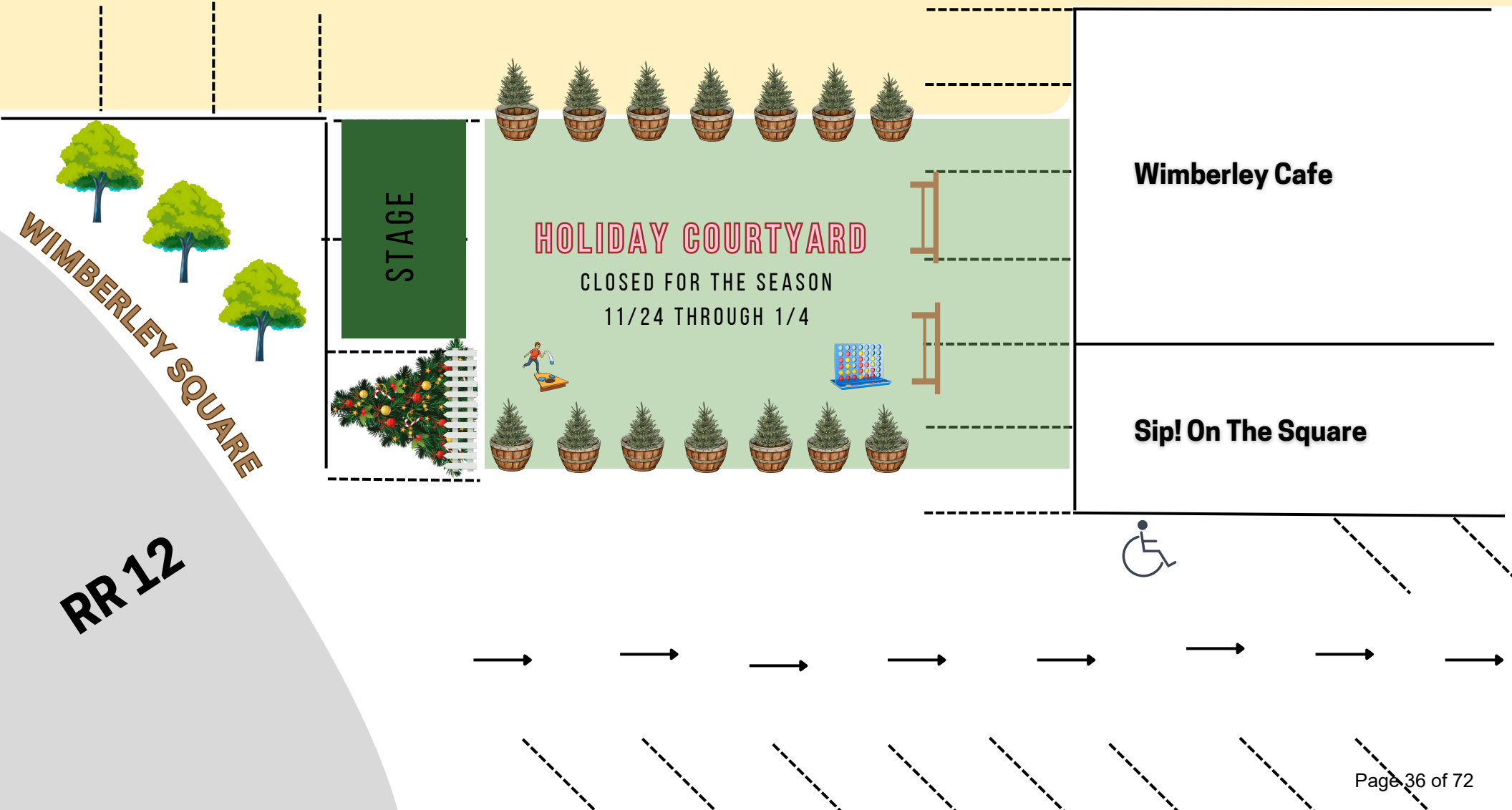
Former Cypress Creek Cafe

The Old Mill Store

Longleaf Craft Kitchen & Bar

Shaded Area Closure Date/Time:

Nov 29th approx 3pm

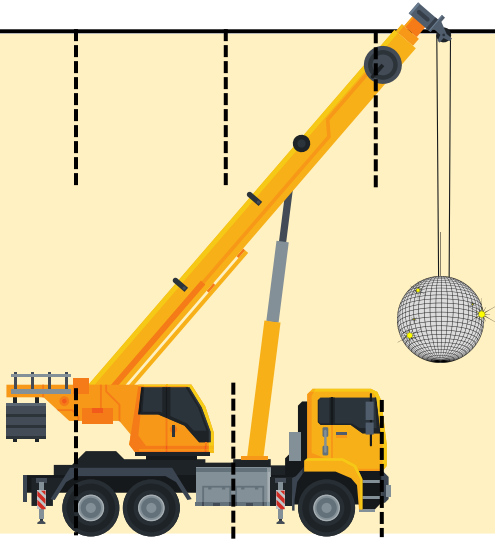


Former Cypress Creek Cafe

The Old Mill Store

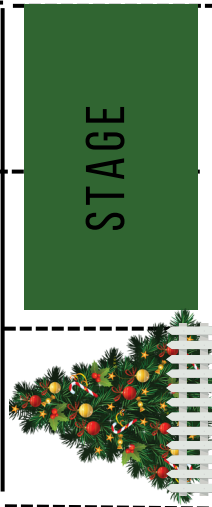
Longleaf Craft Kitchen & Bar

NYE Closure Date/Time:
Dec 31st approx 7am



HOLIDAY COURTYARD

CLOSED FOR THE SEASON
11/24 THROUGH 1/4



Wimberley Cafe

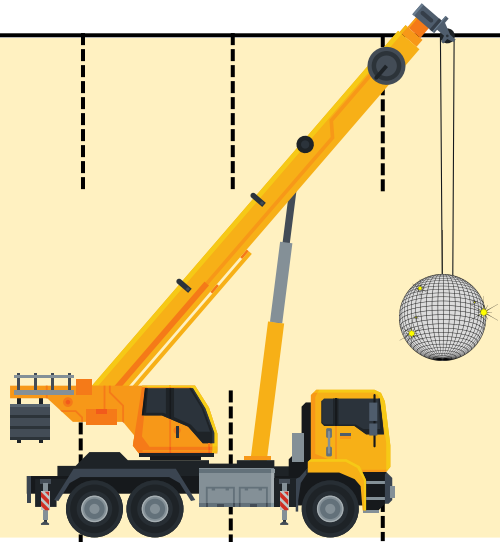
Sip! On The Square



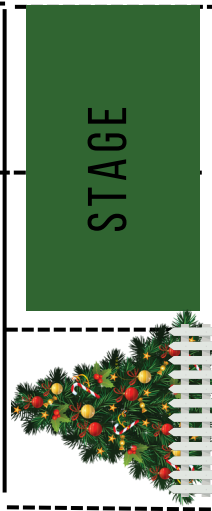
Former Cypress Creek Cafe

The Old Mill Store

Longleaf Craft Kitchen & Bar



NYE Closure Date/Time:
Dec 31st approx 2pm



HOLIDAY COURTYARD

CLOSED FOR THE SEASON
11/24 THROUGH 1/4



Wimberley Cafe

Sip! On The Square



WIMBERLEY SQUARE

RR 12



AGENDA ITEM:	4. Discuss and consider action on Ordinance 2025-21, amending the City's Master Fee Schedule; repealing any ordinance or parts of ordinances in direct conflict with the master fee schedule ordinance; providing for severability, proper notice and meeting; and providing an effective date. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	Tim Patek
DATE SUBMITTED:	10/16/2025
MEETING DATE:	November 6, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

This item amends our City Master Fee Schedule, by updating community center and park fees. Items are redlined in the attached document.

REQUESTED ACTION

Motion
Ordinance

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Ord. 2025-21 Fee Schedule Ordinance Amendment
2. COW Fee Schedule 2025-2026 FINAL Proposed Revisions - Nov 2025

ORDINANCE NO. 2025-21

AN ORDINANCE AMENDING THE MASTER FEE SCHEDULE AS SET FORTH IN EXHIBIT “A” BY PROVIDING A COMPREHENSIVE LISTING OF CITY FEES; AMENDING CERTAIN FEES; REPEALING ANY ORDINANCE OR PARTS OF ORDINANCES IN DIRECT CONFLICT WITH THE MASTER FEE SCHEDULE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Wimberley has adopted fees by various means, actions and adoptions; and

WHEREAS, the City Council deems it appropriate to adopt an ordinance that clarifies, adjusts, and amends all fees into a Master Fee Schedule that is to be Appendix A of the City of Wimberley Code of Ordinances

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

ARTICLE I. FINDINGS OF FACT

The code of Ordinances of the City of Wimberley, Texas amends Appendix A, which shall read as set forth in Exhibit A.

ARTICLE II. REPEALER

All other ordinances of parts of ordinances in direct and clear conflict herewith are hereby repealed as they specifically relate to the subject matters of this chapter.

ARTICLE III. 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 IV. EFFECTIVE DATE

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

ARTICLE V. PROPER NOTICE AND MEETING

City of Wimberley, Texas

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 as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED by the City of Wimberley City Council on the 6th day of November, 2025 by a vote of ___ (Ayes) and ___ (Nays) and ___ (Abstain).

CITY OF WIMBERLEY

By: _____
Jim Chiles, Mayor

ATTEST:

Tammy Heller, City Secretary



APPROVED AS TO FORM:

City Attorney

APPENDIX A

CITY OF WIMBERLEY FEE SCHEDULE

Effective: October 1, 2025

ADMINISTRATIVE FEES

Administrative Fees

	<u>Current Fee</u>
<u>Return Non-Sufficient Fund (NSF) Check Fee</u>	<u>\$30.00</u>

BUILDING REGULATIONS

Residential Building Permit Fees

	<u>Current Fee</u>
Application Fee (applies to all permits)	\$50.00 (non-refundable)
Plan Review	\$75.00
Inspections	\$55.00 per inspection and \$75 per re-inspection
Building Permit Fees (does not include inspections or plan review)	
Single Family Residential and accessory dwelling units*.	\$40+ \$0.40/per sq. ft (0.35\$ for square footage higher than 1450)
Pools, Decks, Carports, Pole Barns, and other detached accessory structures.	\$40+ Not currently a separate fee
Other Permits (does not include inspections)	
Trade Permit (mechanical, electrical, plumbing)	\$40
Floodplain Permit Fee	\$100
Fence Permit	\$50
Dish, Amateur Radio Antenna Permit Fee	\$25
Demolition or Move Permit Fee	\$25

*Includes any climate controlled enclosed structure that could be used for dwelling purposes

Site Development Permit Fees

	<u>Current Fee</u>
Pre-Application Meeting Fee (cost put towards application fee if application is filed within twelve (12) months)	\$200.00
Application Fee (applies to all permits)	\$300.00 (non-refundable)
Engineer Reimbursement	Set by contractor

Commercial Building Permit Fees

	<u>Current Fee</u>
Pre-Application Meeting Fee (cost put towards permit fee if application is filed within twelve (12) months)	\$200.00
Application Fee (applies to all permits)	\$50.00 (non-refundable)
Building Plan Review	\$100/hr. (\$200 deposit)
Inspections (New Structure, Remodel, Alterations to existing structure)	\$75.00 per inspection and \$100.00 per re-inspection
Med-Gas (Commercial)	\$250.00 per inspection and \$275.00 per re-inspection
Inspector's Consultation Fees	\$95.00 per hour, plus expenses
Floodplain Permit Fee	\$150
Sign Permit Up to 12 Sq. Feet Up to 16 Sq. Feet Up to 24 Sq. Feet Up to 32 Sq. Feet Up to 48 Sq. Feet Up to 64 Sq. Feet	 \$30.00 \$40.00 \$50.00 \$65.00 \$85.00 \$120.00
Temporary Structure Permit	\$50
Certificate of Occupancy	\$0
Permit Renewal/Extension	50% of building permit fee
Sign Variance Fee	\$200.00

BUILDING PERMIT VALUATION FEE SCHEDULE	
Value of Construction	Fees
\$0.01 - \$15,000	\$60.00 for the first \$1,000 + \$5.00 for each additional thousand or fraction thereof, to and including \$15,000
\$15,001-\$50,000	\$130.00 for the first \$15,000 + \$4.00 for each additional thousand or fraction thereof, to and including \$50,000

\$50,001-\$100,000	\$270.00 for the first \$50,000 + \$3.50 for each additional thousand or fraction thereof, to and including \$100,000
\$100,001-\$500,000	\$445.00 for the first \$100,000 + \$2.75 for each additional thousand or fraction thereof, to and including \$500,000
\$500,001-\$1,000,000	\$1545.00 for the first \$500,000 + \$2.50 for each additional thousand or fraction thereof, to and including \$1,000,000
All valuations over \$1,000,000 shall be charged at the rate of 0.0028 times the total value	

Fire Review & Inspections

	<u>Current Fee</u>
Fire Suppression Permit Application (applies to all permits)	\$50 (non-refundable)
Fire Suppression Review and Inspections	Cost to be provided by 3 rd party contractor + 20% administration fee

BUSINESS REGULATIONS

Alcoholic Beverage Fees

The schedule of fees published by the Texas Alcoholic Beverage Commission, as amended from time to time, are hereby adopted and approved. A copy shall be kept on file in the City Secretary's Office.

Other Business Regulation Permits

	<u>Current Fee</u>
Peddler Permit	N/A
Tattoo & Body Piercing License Fee	N/A
Liquid Waste Hauler	N/A

Filming Permit Fees

	<u>Current Fee</u>
Film Application Fee	\$25.00 (non-refundable)
Use of City Equipment & Personnel	N/A
Use of City-Owned Real Estate related to filming activities listed as follows:	
	Current Fee
Activity	Cost Per Calendar Day (maximum of 12 hrs/day)
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500.00 per day

Partial, non-disruptive use of a public building, park, right-of-way, or public area	\$250.00 per day
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$50.00 per block, per day
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$25.00 per block, per day
Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50.00 per block or lot, per day

EMERGENCY SERVICES FEES

Emergency Services

	<u>Current Fee</u>
Special Event Firework Permit	\$25.00

PLANNING AND DEVELOPMENT FEES

Planning, Zoning, and Subdivision Fees

	<u>Current Fee</u>
Floodplain Determination Letter	\$50
Preliminary Plat	\$700 + \$100/acre
Final Plat	\$500 + \$100/acre
Amending Plat/Minor Plat/Replat/ Plat Vacation	\$600 + \$100/acre
Waiver	\$600
Tree Mitigation	\$100 per caliper inch or \$6,000 per acre
Zoning Variance	\$600
Board of Adjustment (BOA) Appeal Fee	\$200
Zoning Determination Letter	\$50
Conditional Use Permit	\$750
Conditional Use Permit Amendment	\$750
Zoning Change to:	
1 Single Family (SF)	\$550.00 + \$100.00/acre
2 Multi-Family (MF)	\$675.00 + \$100.00/acre
3 Commercial	\$850.00 + \$100.00/acre
4 Industrial	\$850.00 + \$100.00/acre

Wimberley Planned Development District (WPDD)	\$2,000.00 + \$100.00/acre
WPDD Amendment	\$750.00
Re-notification Fee	\$200.00

Certificate of Appropriateness Fees

	<u>Current Fee</u>
Architect Review Fee	Cost to be provided by city architect or city's contract service provider
Historic Preservation Officer (HPO) Review - (Minor Projects)	\$100.00
Planning and Zoning Commission Review	\$150.00

Reserved. Parkland Dedication - Fee Payment in Lieu

	<u>Current Fee</u>
Land Dedication	One (1) acre per 10 dwelling units
Fee in Lieu of Land Dedication	\$2150 per dwelling unit
Fee in Lieu of Improvements	\$1000 per dwelling unit
Fee in Lieu of Land Dedication	\$2150 per dwelling unit
Fee in Lieu of Improvements	\$1000 per dwelling unit

Reserved. Municipal Utility District Fees (TBD)

PARKS, RECREATION, AND COMMUNITY CENTER FEES

Wimberley Community Center Rental Rates

Monday – Thursday Rental Rates

Meeting Room	Size (sq. ft.)	Capacity	Refundable Deposit	Local Gov't Entity	Resident (Non-Profit 25% off)	Non-Resident	Commercial
Cypress	432	40	\$100.00	\$0.00	\$30.00	\$40.00	\$55.00
Blanco	864	80	\$100.00	\$0.00	\$40.00	\$60.00	\$75.00
Johnson Hall	3960	350	\$300.00	\$0.00	\$105.00	\$140.00	190.00
Senior Lounge	1282	85	\$100.00	\$0.00	\$50.00	\$70.00	\$85.00
Kitchen			\$100.00	\$0.00	\$60.00	\$60.00	\$60.00
* Gallery			\$50.00	\$0.00	\$30.00	\$30.00	\$30.00
* Whole Venue	All Rooms		\$500.00	\$0.00	\$1500.00	\$1500.00	\$1500.00
Refundable Deposit is due at the time of booking. Remainder of the event rental is due 14 days before the event. Non-Profit Rate – 25% off rental fee Minimum 3-hour rental in Johnson Hall, Blanco, Cypress and Senior Lounge Kitchen and Gallery can be rented per hour * No Non-Profit Rates							

Add-ons:

• Food & Beverage/ Kitchen - \$100 • Unlimited Ice - \$25 • 42in Television - \$25 • Projector & Screen - \$25 • Tablecloths - \$15 each	• Audio (mic & speaker system) (JH) - \$25 • Up-Lighting - \$50 (8 total) • String Lights (JH) - \$50 • Coffee/Tea Service – (Meetings <50 only) \$50
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Friday – Sunday Rental Rates

Meeting Room	Size (sq. ft.)	Capacity	Deposit	Local Gov't Entity	Resident (Non- Profit 25% off)	Non-Resident	Commercial
Cypress	432	40	\$100.00	\$0.00	\$35.00	\$50.00	\$60.00
Blanco	864	80	\$100.00	\$0.00	\$50.00	\$70.00	\$85.00
Johnson Hall	3960	350	\$300.00	\$0.00	\$130.00	\$210.00	\$260.00
Senior Lounge	1282	85	\$100.00	\$0.00	\$60.00	\$85.00	\$100.00
Kitchen			\$100.00	\$0.00	\$60.00	\$60.00	\$60.00
* Gallery			\$50.00	\$0.00	\$30.00	\$30.00	\$30.00
* Whole Venue	All Rooms		\$500.00	\$0.00	\$1500.00	\$1500.00	\$1500.00
Refundable Deposit is due at the time of booking. Remainder of the event rental is due 14 days before the event. Non-Profit Rate – 25% off rental fee Minimum 3-hour rental in Johnson Hall, Blanco, Cypress and Senior Lounge Kitchen and Gallery can be rented per hour * No Non-Profit Rates							

Add-ons:

• Food & Beverage/ Kitchen - \$100 • Unlimited Ice - \$25 • 42in Television - \$25 • Projector & Screen - \$25 • Tablecloths - \$15 each	• Audio (mic & speaker system) (JH) - \$25 • Up-Lighting - \$50 (8 total) • String Lights (JH) - \$50 • Coffee/Tea Service – (Meetings <50 only) \$50
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Park Facility Reservation/Use Fees and Deposits:

(1) Blue Hole Regional Park Facility Reservation Rates

FACILITY	FEES	
	Resident	Non-Resident
Swimming Area	Weekday \$100/hour Weekend \$150/hour	Weekday \$150/hour Weekend \$200/hour
Pavilion	\$30/hour	\$60/hour
Amphitheater	\$20/hour	\$40/hour

Recreation Loop Picnic Area	\$20/hour	\$40/hour
Volleyball Court	\$5/hour	\$10/hour
Basketball Court	\$5/ hour	\$10/hour
Fire Pit	\$5/hour	\$10/hour
Add-ons – Tables & Chairs \$100.00 2-hour minimum on all rentals is required. All facilities are available until dark		

(2) Blue Hole Regional Park Wedding Reservation Rates

WEEKDAY RESERVATIONS		
FACILITY	FEES	
	Resident	Non-Resident
Swimming Area	Off-Season \$200/hour In-Season \$250/hour	Off-Season \$225/hour In-Season \$275/hour
Pavilion	\$200/hour	\$225/hour
Amphitheater	\$125/hour	\$150/hour
Overlook	\$75/hour	\$100/hour
WEEKEND RESERVATIONS		
FACILITY	FEES	
	Resident	Non-Resident
Swimming Area	Off-Season \$250/hour In-Season \$300/hour	Off-Season \$300/hour In-Season \$350/hour
Pavilion	\$250/hour	\$300/hour
Amphitheater	\$175/hour	\$225/hour
Overlook	\$100/hour	\$150/hour
Off-Season → October 1 st – April 30 th In-Season → May 1 st – September 30 th 2-hour minimum on all rentals is required. All facilities are available until dark \$100 discount available for combining 2 facilities		

(3) Martha Knies Community Park Facility Reservation Rates

WEEKDAY RESERVATIONS		
FACILITY	FEES	
	Resident	Non-Resident
Pavilion	\$30/hour	\$60/hour
Add-ons – Tables & Chairs \$100.00 2-hour minimum on all rentals is required. All facilities are available until dark		

(4) Oak Park Facility Reservation Rates

WEEKDAY RESERVATIONS		
FACILITY	FEES	
	Resident	Non-Resident
Park Lawn	\$30/hour	\$60/hour
Add-ons – Tables & Chairs \$100.00		
2-hour minimum on all rentals is required. All facilities are available until dark		

(5) Blue Hole Nature Camp Rates

Rate Type	Session Price	Deposit	Total Weekly Price
Resident	\$200.00	\$50.00	\$250.00
Non-Resident	\$250.00	\$50.00	\$300.00
*CIT	\$50.00	\$50.00	\$100.00
Spring Break Camp	\$150.00	\$50.00	\$200.00

(6) Wimberley Summer Camp Rates

Rate Type	Session Price	Deposit	Total Weekly Price
Resident	\$150.00	\$50.00	\$200.00
Non-Resident	\$200.00	\$50.00	\$250.00
*CIT	\$50.00	\$50.00	\$100.00

*Counselor In Training

All pricing is per registration per week. All campers are required to be at least 6 years of age before the first day of camp and no older than 12 years of age. *Counselor In Training Program must be no younger than 13 and no older than 15 years of age. Cancellations & Refund Policy • Cancellations must be received in writing. • The cancellation policy is based on when we receive written notification. • More than 30 days before the first day of camp – Full refund • 7-30 days before the first day of camp- \$25 cancellation fee. • less than 7 days before the first day of camp- No refund. • Medical cancellations- A Full refund will be given when doctor's verification is presented prior to the start of camp. • Full payment is due one week before the start of each camp session. If payment is not collected, your registration is subject to removal from camp without refund. • No refunds will be administered due to weather conditions. • Camp deposit is not transferable to different weeks and/or campers. • If your camper will miss one or more days within the week, the City does not pro-rate the camp fee; nor will you get a refund for the days your camper missed. • If the City decides to cancel camp due to extenuating circumstances including COVID-19 exposure full refunds will be issued.
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(7) Blue Hole Day Passes

	Current Fee
Adult	\$15.00
Youth	\$10.00
Senior	\$10.00
Military	\$10.00
Wimberley Resident	\$6.00
Wimberley Nights	\$2.00

(8) Blue Hole Season Passes

	Current Fee
Adult	\$175.00
Youth	\$150.00
Senior	\$125.00
Military	\$125.00
Wimberley Resident	\$100.00
Season Pass Replacement	\$10.00

(9) Swimming Pass Add-Ons

	Current Fee
Picnic Tables	\$25.00
Umbrellas	\$25.00

(10) Film/ Photography Rates

	Current Fee
One Day	\$500.00
One Day Non-Profit	\$300.00
Two Day	\$1,000.00

Special Events (Sec. 10.02.050):

	Current Fee	Proposed Fee
Special Event Application Fee	N/A	\$50.00

TRAFFIC AND VEHICLE PERMIT FEES

Vehicle for Hire Permit Fees

	Current Fee
Ground Transportation Service (GTS) Application for Permit Includes: Taxicab, Pedicab, Limousine, Charter/Van and Shuttle	\$50.00
Horse Drawn Carriage Application for Permit	\$50.00 (non-refundable)

UTILITY SERVICE FEES

Wastewater (Sewer) Connection Fees.

The following fees shall be charged:

- (a) Monthly base charge for residential wastewater services (3/4-inch line) \$60.00
- (b) Monthly base charge for residential wastewater services (3/4-inch multi-meter) \$77.00
- (c) Monthly base charge for commercial wastewater services shall be based on the following:

	Current Fee	Proposed Fee
¾-inch meter	\$73.70	\$74.00
¾-inch multi-meter	\$110.55	\$111.00
1-inch meter	\$184.25	\$185.00
1.5-inch meter	\$368.50	\$369.00
2-inch meter	\$589.60	\$590.00
3-inch meter	\$1105.50	\$1106.00
4-inch meter	\$1842.50	\$1843.00

Monthly Volumetric Charge:

Category (per gallon)	Volume	Residential (per thousand)	Rates	Commercial (per thousand)	Rates
1	0—2,000	\$0.00		\$0.00	
2	2,001—4,000	\$4.00		\$10.00	
3	4,001—6,000	\$5.00		\$12.00	
4	6,001—8,000	\$6.00		\$15.00	
5	8,001—10,000	\$7.00		\$19.00	
6	10,001—15,000	\$8.00		\$25.00	
7	15,001—20,000	\$9.00		\$32.00	
8	20,001 +	\$11.00		\$41.00	

Additional Utility Service Fees

	Residential Fee	Commercial Fee
Connection Tap Fees	Cost estimate to be provided by city engineer or city's contract service provider; fee shall be equal to the total cost of installation, including materials,	Must do their own wastewater tap by a licensed and bonded contractor.

	equipment, and labor + 15% administrative fee	
Additional Connection Taps	Cost estimate to be provided by city engineer or city's contract service provider; fee shall be equal to the total cost of installation, including materials, equipment, and labor	Must do their own wastewater tap by a licensed and bonded contractor.
Reconnection/Disconnection Fee	\$50.00	\$75.00
Returned Check Charge	\$30.00	\$30.00
Customer Deposit	\$150	\$250.00
Late Charge	Up to \$10.00 or 10% whichever is higher.	

Residential Wastewater Fees

	Current Fee
Application Fee	\$50.00 (non-refundable)

Commercial Wastewater Fees

	Current Fee
Application Fee	\$50.00 (non-refundable)



AGENDA ITEM:	5. Discuss and consider possible action on Resolution 08-2025, adopting a temporary moratorium on acceptance, processing, and approval of Short Term Rental (STR) applications requiring a conditional use permit; establishing findings, scope, duration, enforcement, and effective date. <i>(Rebecca Minnick, Mayor Pro Tem)</i>
SUBMITTED BY:	
DATE SUBMITTED:	10/20/2025
MEETING DATE:	November 6, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. City of Wimberley STR Moratorium Resolution Res. 08-2025

RESOLUTION NO. 08-2025

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS, ADOPTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS FOR SHORT-TERM RENTALS REQUIRING A CONDITIONAL USE PERMIT; MAKING LEGISLATIVE FINDINGS; ESTABLISHING THE SCOPE AND DURATION TO THE MORATORIUM; PROVIDING FOR ENFORCEMENT; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Wimberley, Texas (“City”) is a General-law municipality operating under the laws of the State of Texas; and

WHEREAS, the City has authority to adopt ordinances and resolutions necessary for the good government, peace, or order of the City pursuant to Texas Local Government Code §§ 51.001 and 51.012, and to protect the public health, safety, and welfare; and

WHEREAS, the City further possesses zoning and land-use authority within its corporate limits, including the authority to regulate the location and use of buildings, structures, and land for business, industrial, residential, and other purposes under Texas Local Government Code Chapter 211; and

WHEREAS, the City Council finds that short-term rentals (STRs), generally defined and classified as: STR 1 and STR 2. An STR 1 is defined as a vacation rental where the property owner lives on the property where the guest facility is rented. An STR 2 is defined as a vacation rental where the property owner does not reside on the property.

WHEREAS, over the past 12 months, the City has observed an increase in inquiries and applications to initiate or expand STR operations within residential zoning districts.

WHEREAS, the City has received resident complaints and public safety reports relating to certain STR operations within or near the City, including, without limitation, noise disturbances during late-night hours, on-street parking congestion, increased calls for service, trash and sanitation concerns, and occupancy in excess of residential design limits, all of which may adversely impact neighborhood character, public safety, and quality of life; and

WHEREAS, the City’s current zoning code and related ordinances do not comprehensively address STR-specific standards such as maximum occupancy, parking minimums, separation distances, density caps, inspection protocols, life-safety requirements, notice to adjacent property owners, and operator registration and revocation criteria, creating a risk of inconsistent application, legal uncertainty, and enforcement challenges; and

WHEREAS, the Texas Local Government Code Section 211.004 authorizes the City to regulate land uses to prevent congestion, secure safety from fire and other dangers, promote public health and general welfare, and facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

WHEREAS, the City Council finds that the continued intake and processing of STR applications prior to completion of appropriate studies and targeted amendments to the

City's zoning and development regulations would impair the City's ability to effectively plan for and regulate STRs, and would likely result in conditions detrimental to the public health, safety, and welfare; and

WHEREAS, a temporary moratorium limited in scope and duration is necessary to maintain the status quo while the City completes a review of best practices, conducts public engagement, evaluates infrastructure and public safety impacts, and drafts objective, enforceable regulations for STRs, including any associated conditional use permit (CUP) criteria; and

WHEREAS, the City Council intends this moratorium to be narrowly tailored in time and scope; and

WHEREAS, the City Council finds that: (1) there is a demonstrable need to adopt or amend land-use regulations related to STRs to prevent or mitigate the adverse impacts on public health, safety, and welfare; (2) insufficient time exists to finalize those regulations without a temporary pause on the acceptance, processing, and approval of new STR applications requiring a CUP; and (3) the scope and duration of this moratorium are reasonably limited and no greater than necessary to allow the City to complete and adopt such regulations.

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

Section 1. Legislative Findings; Purpose.

1.1 The findings and recitals set forth above are true and correct, are incorporated herein by reference as legislative findings, and constitute the City Council's statement of the problem necessitating a moratorium.

1.2 The purpose of this Resolution is to adopt a temporary moratorium on the acceptance, processing, and approval of applications for short-term rentals requiring a conditional use permit, in order to allow time for the City to study, prepare, consider, and adopt regulations reasonably tailored to address the land-use and public safety impacts of STRs.

Section 2. Definitions. For purposes of this Resolution:

2.1 "Short-Term Rental" Is generally defined and classified as: STR 1 and STR 2. An STR 1 is defined as a vacation rental where the property owner lives on the property where the guest facility is rented. An STR 2 is defined as a vacation rental where the property owner does NOT reside on the property. This definition does not include hotels or motels lawfully permitted as such, or bed-and-breakfast establishments regulated separately by City ordinance.

2.2 "Conditional Use" in relation to "Conditional Use Permit" or "CUP" means: specific designated uses that are allowed in certain zoning districts, but that require specific screening, mitigation, and supervision to minimize adverse neighborhood impacts.

Section 3. Scope of Moratorium; CUP Limitation.

3.1 Moratorium Imposed. The City hereby imposes a temporary moratorium on: (a) acceptance of new applications for STRs that require a CUP; (b) processing of any such

CUP applications for STRs submitted on or after the effective date; and (c) approval or issuance of any new CUPs for STR use submitted on or after the effective date.

3.2 Existing Applications. CUP applications for STR use that are administratively complete and deemed filed under City ordinances prior to the effective date shall be stayed and not advanced to approval or denial during the moratorium period, unless a waiver is granted under Section 7.

3.3 Other Permits Unaffected. This moratorium does not apply to permits unrelated to STR use, nor to hotels/motels lawfully permitted as such.

Section 4. Duration

Initial Term. The moratorium shall commence upon the effective date of this Resolution and shall remain in effect [REDACTED] days, unless terminated earlier by City Council.

Section 5. City Workplan During Moratorium.

During the moratorium, the City Administrator, or designee, shall: (a) assess STR impacts on land use, infrastructure, public safety, code enforcement, and neighborhood compatibility; (b) evaluate best practices and comparable municipal regulations within Texas; (c) prepare draft amendments to the zoning ordinance and related codes, including but not limited to CUP criteria, spacing/separation standards, occupancy limits, parking, life-safety inspections, operator registration, notice and hearing procedures, compliance and revocation standards, and enforcement mechanisms; and (d) return to the Planning and Zoning Commission and City Council for consideration, public hearing(s), and action in accordance with Chapter 211.

Section 6. Existing Legal STRs.

This moratorium does not prohibit the continued operation of STRs that are lawfully established and in compliance with all applicable ordinances and permits as of the effective date, provided no expansion, intensification, or change of location occurs during the moratorium period.

Section 7. Severability. If any provision of this Resolution or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

Section 8. Effective Date; Open Meetings.

8.1 It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

8.2 This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

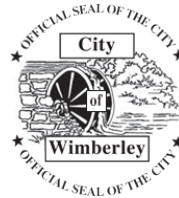
PASSED AND APPROVED this 6th day of November, 2025

The City of Wimberley, Texas

James T. Chiles, Mayor

ATTEST:

Tammy Heller, City Secretary





AGENDA ITEM:	6. Discuss and consider possible action regarding wayfinding/monument signage throughout the City of Wimberley. (<i>Jim Chiles, Mayor</i>)
SUBMITTED BY:	Rebecca Minnick, Jim Chiles
DATE SUBMITTED:	10/16/2025
MEETING DATE:	November 6, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

This item is a proposal to establish Wimberley "Districts" through signage that creates opportunities for identifying commercial and recreational areas beyond the square.

REQUESTED ACTION

Motion
Discussion

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Proposed Wimb Districts
2. Proposed Sign Design - Front View
3. Proposed Sign Design - Side View

Proposal to Establish Wimberley “Districts”

Creating Opportunities for Identifying
Commercial & Recreational Areas

Beyond the Square

Presented by Rebecca Minnick & Jim Chiles

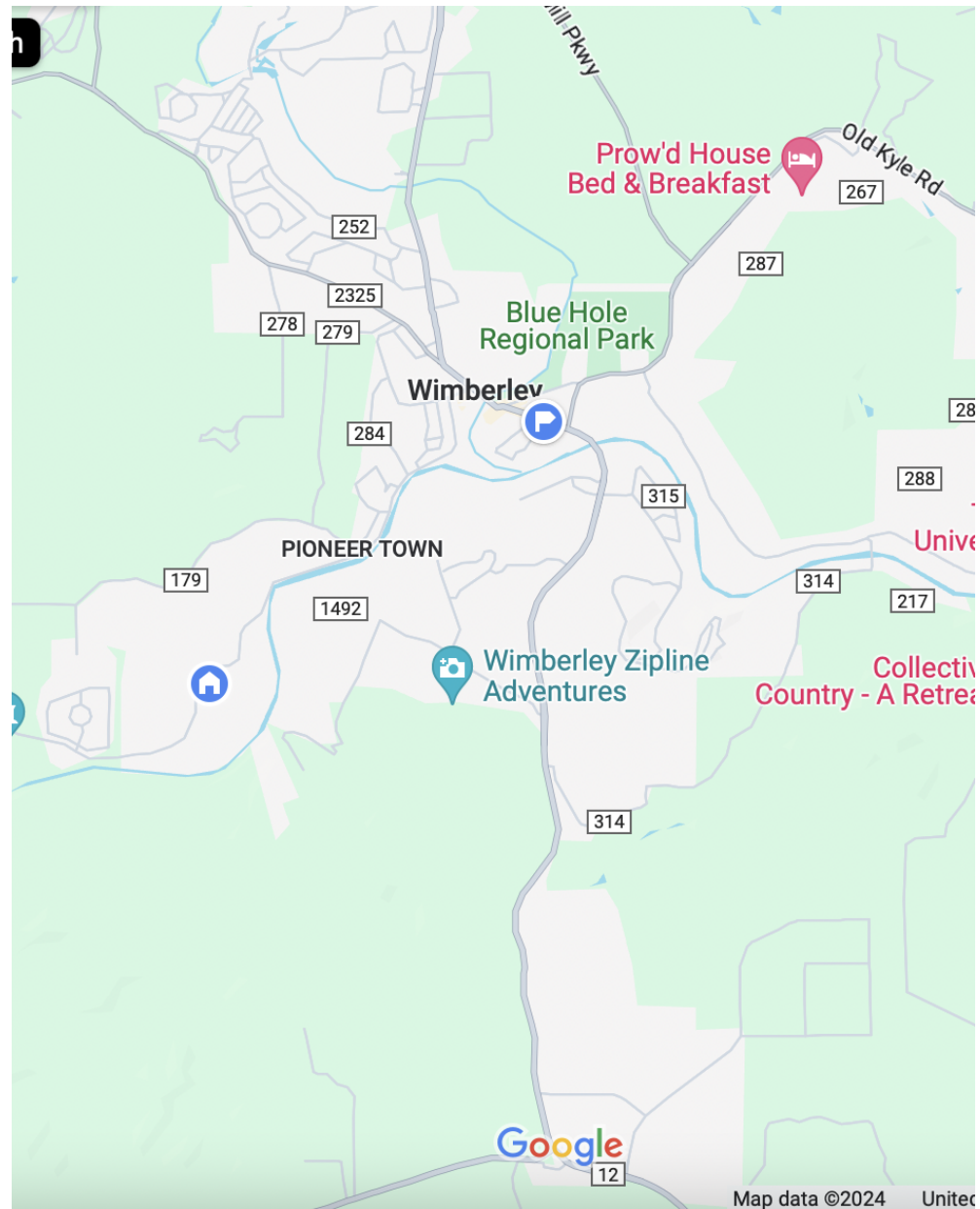
Existing Districts

- Wimberley Square
- River Road District
- Maybe: Old Kyle Road/ Blue Hole Park

Why Establish Additional Districts?

- Create Identities beyond Downtown Overlay
- Create "Pins" on map apps
- Create collaborative advertising opportunities
- Create District as a destination
- Expand more robust retail/commercial opportunities outside Square as property becomes more scarce

Current Map - City Limits



Proposed Districts

- **Gateway**
 - From Junction (Savages) to Square
- Downtown Square
- River Road District
- **Midtown**
 - From Brookshire Brothers to Green Acres
- **Market Days Way**
 - From Library to Emily Ann

Proposed Districts Map

- Gateway
- Square
- River Rd
- Midtown
- Market Days Way

Other Benefits

- **Advocate for public services/facilities within districts**
 - Signage
 - Parking
 - Transportation/Shuttles
- **Special events by district**
- **Targeted advertising with collaboration among other District merchants**

Signage Sample



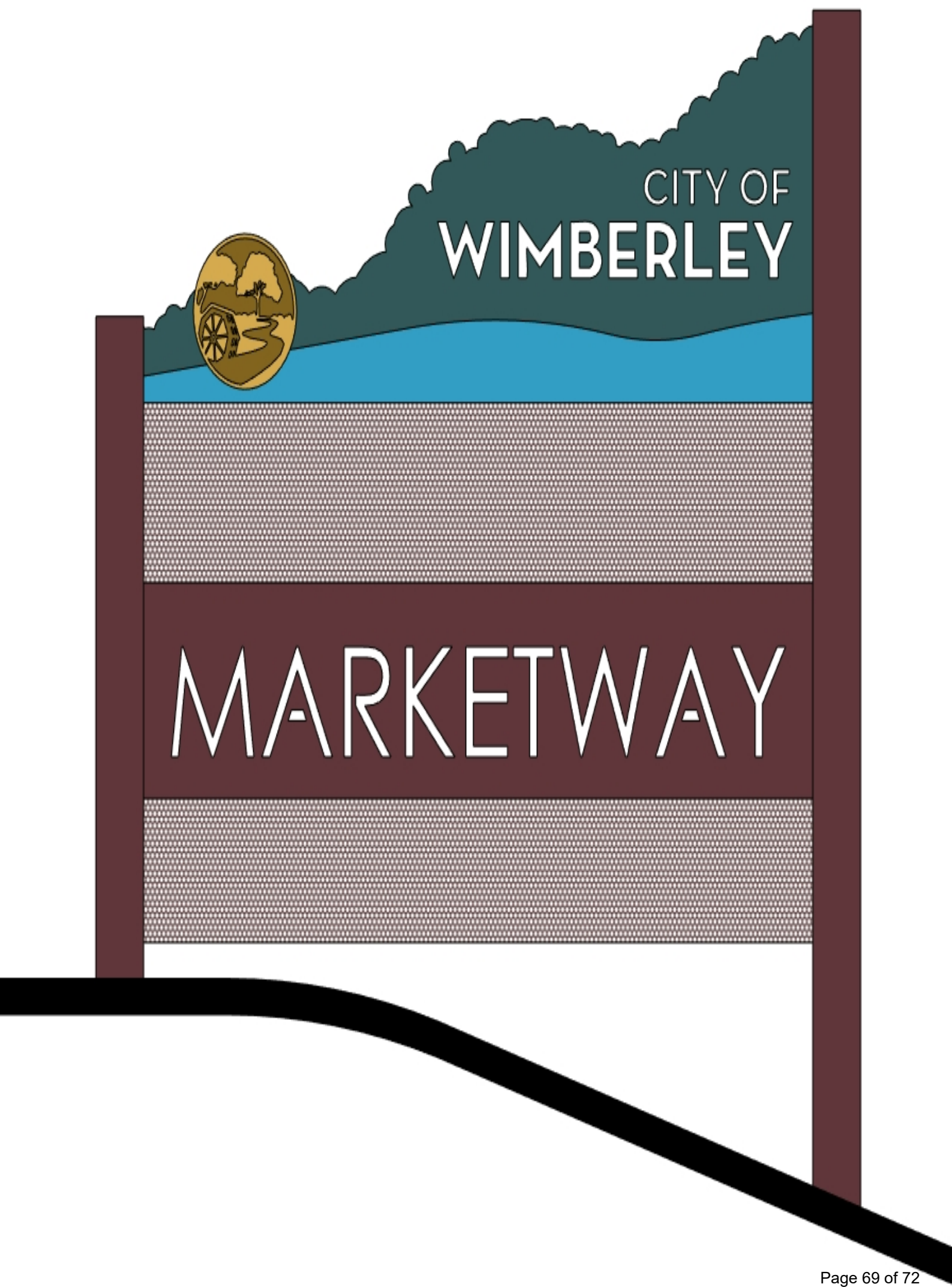
Midtown

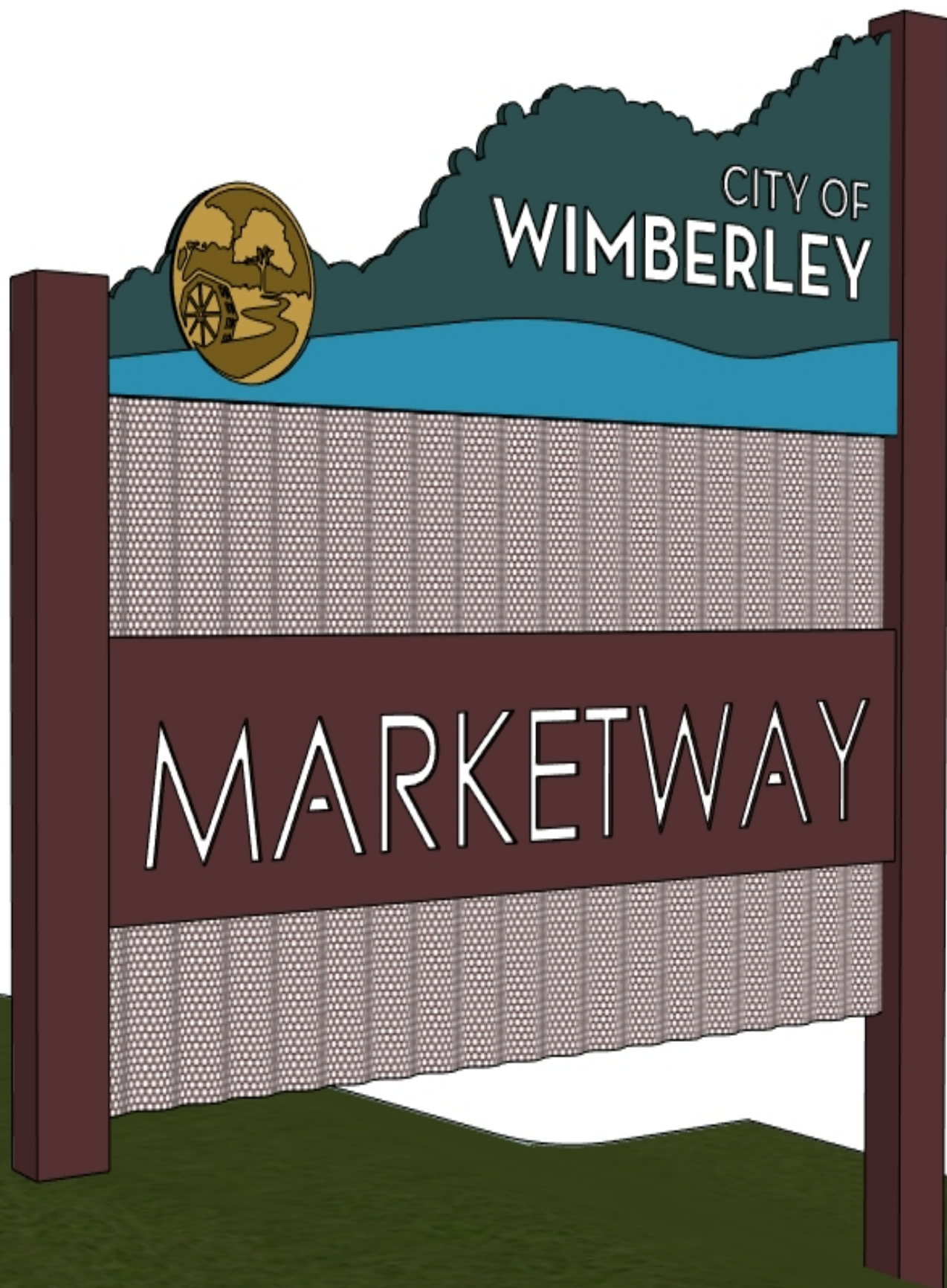
Groceries
Hardware
Restaurants
Food Court

Gateway

Lodging
Art Galleries
Shopping
Restaurants









AGENDA ITEM:	1. Announcements
SUBMITTED BY:	
DATE SUBMITTED:	10/16/2025
MEETING DATE:	November 6, 2025

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ATTACHMENT/S

None



AGENDA ITEM:	2. Future Agenda Items
SUBMITTED BY:	
DATE SUBMITTED:	10/16/2025
MEETING DATE:	November 6, 2025

AGENDA FORM

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None