



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 20, 2025 - 6:00 PM

AGENDA

1. **CALL TO ORDER** November 20, 2025, at 6:00 PM
2. **CALL OF ROLL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
5. **PROCLAMATIONS/RECOGNITIONS**
 - 5.1. A proclamation of the City of Wimberley, Texas recognizing November 20, 2025 as "Ian and Sage Summer - Lego Masters Day."
6. **CITIZENS COMMUNICATIONS**

The City Council welcomes comments from citizens at regular meetings. Citizens wishing to speak must sign up prior to the meeting being called to order. We abide by the Texas Open Meetings Act, so council members are allowed only to speak about items posted on the agenda. All other inquiries will be forwarded to staff and may be placed on a future agenda for discussion. Speakers will have one opportunity to speak during the time period, and they must observe the three-minute time limit. After you state your name, staff will start the timer and you have 3 minutes to speak. We will endeavor to ensure that meetings are conducted in a courteous manner, and in an atmosphere free of defamation, intimidation, personal affronts, profanity, or threats of violence.
7. **CONSENT AGENDA**
 - 7.1. Consider approval of minutes from the November 6, 2025 Regular City Council Meeting. (*Tammy Heller, City Secretary*)
 - 7.2. Consider approval of the September 2025 Revenue and Expenditure Report for the City of Wimberley. (*Tim Patek, City Administrator*)
8. **PUBLIC HEARINGS AND POSSIBLE ACTION**
 - 8.1. Hold a public hearing and consider action on Ordinance 2025-22, regarding an application for a Wimberley Planned Development District (ZA-25-003) with base zoning of Public Facilities (PF), on a property located at 200 Texan Boulevard, Wimberley. (*Nathan Glaiser, ACA/Director of Development Services*)

9. CITY STAFF REPORT

- 9.1. Receive the FY2025 Annual Parks Report. *(Erica Flocke, Interim Parks Director)*

10. DISCUSSION AND POSSIBLE ACTION

- 10.1. Discuss and consider possible action on a Professional Services Agreement with Lake Flato for the construction of the Blue Hole Nature Center. *(Erica Flocke, Interim Parks Director)*
- 10.2. Discuss and consider possible action regarding the spray field at Blue Hole Park. *(Erica Flocke, Interim Parks Director)*
- 10.3. Discuss and consider possible action regarding the leveled treatment area at Blue Hole. *(Erica Flocke, Interim Parks Director)*
- 10.4. Discuss and consider possible action related to Blue Hole Trail Wayfinding Signage. *(Erica Flocke, Interim Parks Director)*

11. CITY COUNCIL REPORTS

- 11.1. Announcements
- 11.2. Future Agenda Items

12. ADJOURNMENT

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

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

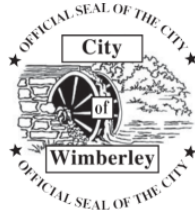
CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Friday, November 14, 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.



City of Wimberley



Proclamation

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

Whereas, it is with immense pride and joy that we recognize and celebrate the astounding achievement of Ian and Sage Summers, a remarkable brother-and-sister duo from Wimberley, Texas, who have distinguished themselves as the Season 5 champions of the renowned FOX reality television competition show, "LEGO Masters"; and

Whereas, Ian and Sage Summers have demonstrated exceptional creativity, teamwork, and ingenuity, ultimately earning the esteemed title of LEGO Masters; and

Whereas, their triumphant final build, “Zzz Wizard” was an emotional tribute to their LEGO dreams coming true, their masterpiece captivated the judges and showcased their unique ability to weave storytelling with artistic design within the demanding challenge of crafting a signature master build in just 18 hours; and

Whereas, their whimsical creation not only secured them a prize of \$100,000 and the ultimate LEGO trophy but will also be proudly displayed at Legoland New York, inspiring countless future builders and dreamers; and

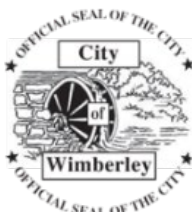
Whereas, as the youngest winners of "LEGO Masters" to date, Ian and Sage want to give all the glory to God for the creativity He’s given them. Their hope is to inspire others to discover and use the unique talents that God has placed inside each of us; and

Whereas, Ian and Sage have launched their LEGO Art business, sharing and selling their creative designs with the world! They’ve brought their passion for LEGO art to life while continuing to serve the community through their love and care of pets.

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

IAN AND SAGE SUMMERS DAY

AND DO HEREBY honor their extraordinary accomplishments that will inspire others in pursuing their dreams and passions. We encourage the community to celebrate these exceptional young talents whose dedication and creativity have brought pride to Wimberley and beyond.



CITY OF WIMBERLEY

James T. Chiles, Mayor



AGENDA ITEM:	1. Consider approval of minutes from the November 6, 2025 Regular City Council Meeting. <i>(Tammy Heller, City Secretary)</i>
SUBMITTED BY:	
DATE SUBMITTED:	11/10/2025
MEETING DATE:	November 20, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. 11-06-2025 Regular Meeting Minutes



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

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

MINUTES

1. CALL TO ORDER

Mayor Jim Chiles called the City of Wimberley City Council meeting to order on Thursday, November 6, 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
Chris Sheffield, Place 3
Bob Clark, Place 4
David Cohen, Place 5

Staff Present:

Tim Patek, City Administrator
Nathan Glaiser, Assistant City Administrator
Tammy Heller, City Secretary
Michele Woods, Tourism Director
Esther Pena, City Attorney

Council Members Absent:

Bo Bowman, Place 2

3. INVOCATION

Susan Rang, from Wimberley United Methodist Church, provided the 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

There were no citizens signed up to speak.

6. CONSENT AGENDA

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

Council Member Sheffield moved approval of the consent agenda, minutes from the October 16, 2025 City Council meeting. Council Member Clark seconded the motion. The motion carried unanimously (4-0).

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, Director of Tourism, presented a HOT grant request from the Senior Citizens Craft Co-Op for \$6,000 to support the creation of a commemorative mural on the side of their building in celebration of their 40th anniversary. Following the city's established mural process, the craft center worked with Wimberley Arts to manage an open call for artists. Four proposals were received, and the craft center board selected artist Teresa Vincent. The total project budget includes approximately \$4,500 for the artist and \$1,000 for supplies and materials, with a proposed completion date of January 30, 2026.

The HOTAC committee reviewed the request and voted to recommend funding not to exceed \$6,000, recognizing that another mural in the downtown area would enhance Wimberley's reputation as an artistic community and contribute to the overall sense of place and character.

Madonna Kimball, representing the Senior Citizens Craft Center, was present to answer questions. Michele displayed the selected artwork by Teresa Vincent and noted that some edits were planned for the final design. Council members commented that the design was appropriate for the craft center and reflected what they do. They also noted that Vincent had previously done good work on a mural at the museum.

Council members asked questions about specific elements in the design. Madonna explained that the mural incorporated items found in the shop, including a ball of yarn, a scarf being knitted, and quilting elements. There was some discussion about the design needing more trees to better represent Wimberley, and Madonna confirmed that additional cypress trees would be added on the right side of the mural.

Council Member Minnick moved to approve the HOT funds for the Senior Citizen Center with disbursement as presented in the agenda item. Council Member Cohen seconded the motion. The motion carried unanimously (4-0).

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)

Michele Woods presented a contract amendment with HDL Companies, the city's third-party hotel occupancy tax administrator. She explained that over the past few months, pricing had started to exceed what was originally anticipated. After productive discussions with HDL, they agreed to a revised agreement that would reset pricing to align with the city's budget expectations while maintaining existing services and support.

Michele explained that the core issue centered around the billing structure for new accounts. New payers were being onboarded under a contingency fee model instead of a flat fee structure. For Wimberley, the percentage-based model resulted in higher costs than the flat fee. HDL agreed to shift all accounts to a flat fee structure to ensure predictable costs aligned with budget expectations.

Mayor Chiles asked if there would be any credits, and Michele replied that they hadn't worked that part out yet. Council Member Cohen asked for clarification on the contract language regarding payment structure. Nathan Glaiser, Assistant City Administrator, explained that HDL had been taking a percentage of every new account instead of charging a flat fee, even for accounts that came through the city's process, not just those discovered by HDL. This resulted in much higher fees than expected.

Nathan further explained that when HDL first came on board, they discovered many STRs in the ETJ that weren't permitted, and they were taking contingency fees for those. The city felt that once those properties were known and became regular filers, it made more sense to switch to a flat fee. There had been some confusion at HDL about which accounts were contingency and which were flat fee, which led to billing issues.

The new agreement would charge a flat fee of \$17 per filing plus \$15,000 for the year for compliance, auditing, and platform management. HDL not only finds non-compliant STRs but also handles collection, follow-up on delinquent accounts, education, and hosts the remittance portal. Michele mentioned that they collect approximately \$700,000-\$800,000 in revenue for the city.

Council Member Sheffield made a motion to amend the agreement with HDL Companies for short-term rental administration and HOT collection as presented. Council Member Cohen seconded the motion. The motion carried unanimously (4-0).

Tim Patek, City Administrator, acknowledged the great job Michele and Nathan did on identifying the issue and working to resolve it.

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)

Michele Woods presented plans for the 2025 Hometown Holidays events. She shared diagrams showing the proposed road closures for various events. The "Holiday Courtyard"

zone in front of the Wimberley Cafe and Sip on the Square, which includes the large tree and stage area, would be converted into a pedestrian zone for about 5-6 weeks from Thanksgiving week until the first week of January. Texan Landscape would begin setting up the tree on the Monday of Thanksgiving week.

For the November 29th parade, the plan would be to close parts of the square to traffic around 3PM, working in coordination with the Wimberley Cafe. People would be able to enter the square but would have to exit via Oak Drive, making the area a pedestrian zone for the evening.

Michele also announced a new event - a New Year's Eve ball drop at 7PM on December 31st. This family-friendly event would feature a professional crane from Escobedo Cranes holding a ball approximately 130-150 feet in the air. Within days of posting the event online, nearly 400 people had responded with interest. The plan is to work with downtown restaurants and businesses to make this a collaborative event where people can watch from various locations. The ball would be created from two metal climbing domes for children, about 10 feet in diameter, bolted together and wrapped in lights.

For New Year's Eve, Michele proposed closing the entire front of the square for the day for safety reasons, creating a pedestrian "street party" zone with music throughout the day from three different bands, including headliners the Hill Country Honeys.

Other holiday season activities will include musicians on the stage every weekend for about five weeks, the Mini Equine 2 U program bringing horses and donkeys, choir performances, and a "kidpreneur" fair that was previously hosted at the library.

Michele mentioned that Hannah Rucker from KXAN would be the emcee for the Christmas parade evening, which would follow the same schedule as previous years with a lighted parade at 6PM followed by the downtown tree lighting and toy drive at around 7-7:30PM. She also noted that they have a contingency plan to temporarily roll back the turf and reopen parking if there's a stretch of bad weather.

In response to questions, Michele confirmed that the parade would start at Lions Field and follow the same route as the Fourth of July parade, and that they were implementing safety measures since it would be an evening parade. She also mentioned that the Wimberley Cafe had requested porta-potties for the parade night and New Year's Eve.

Council Member Minnick made a motion to approve the road closures for the hometown holidays events as presented. Council Member Clark seconded the motion. The motion carried unanimously (4-0).

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)

Tim Patek, City Administrator, presented the amendments to the City's Master Fee Schedule, explaining that there were some additions recommended by the Community

Center manager as well as some "housekeeping" items that needed to be added from the park side.

He noted that there was a \$150 fee on the park side for facilities that had been left off the previous schedule, as well as an application fee for special events that had not been included. He confirmed that the changes for Blue Hole day passes and season passes had already been included during the budget process.

Council Member Clark moved approval of Ordinance 2025-21, amending the city master fee schedule, as presented. Council Member Cohen seconded the motion. The motion carried unanimously (4-0).

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)

Rebecca Minnick, Mayor Pro Tem, introduced this item, explaining that the city's position on STRs has been inconsistent, particularly in commercial areas. She felt that approving STRs on a case-by-case basis wasn't consistent and proposed a 120-day moratorium on STR applications to allow time for a committee to work with a planner from the city's law firm to develop a consistent approach that would set clear expectations for applicants and property owners.

Minnick noted that Nathan had confirmed there were fewer STR applications lately and none currently pending, making this a good time to implement a moratorium.

Council Member Cohen expressed concern about imposing a moratorium without prior notice, suggesting that 30 or 45 days' notice would be more appropriate from a due process standpoint. He felt it would be unfair to people who might have been planning to submit applications.

Minnick responded that since the application process takes more than 30 days anyway, giving 30 days' notice wouldn't help applicants, and might actually cause more problems by encouraging people to rush applications through during the holiday period. She believed starting the moratorium immediately would be clearer for everyone.

The next Planning and Zoning Commission meeting to consider an STR wouldn't be until December 11, so a 30-day notice period would already be reached by then. Nathan stated he always makes it clear to potential applicants that STRs in the city limits require a conditional use permit that is not guaranteed.

The city's legal counsel clarified that the resolution did not require a public hearing and was legally proper under Section 211 of Texas law, which gives municipalities authority to regulate zoning.

The discussion continued with Minnick stating that community members who regularly express concerns about STRs would support an immediate moratorium to allow time for

development of a more thoughtful, consistent approach. Cohen maintained that from a transparency and public perception standpoint, giving notice would be better, while acknowledging the city had the legal authority to impose an immediate moratorium.

Council Member Minnick made a motion to adopt a temporary moratorium on acceptance, processing, and approval of short term rentals immediately for 120 days for conditional use permits for vacation rentals, establishing findings, scope, duration, enforcement and the effective date as presented. Council Member Sheffield seconded the motion. The motion carried 3-1 (Council Member Cohen opposed)

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

City staff presented options for wayfinding/monument signage throughout Wimberley. Two types of signs were discussed: limestone monument signs costing \$15,000-\$20,000 each, and metal signs costing approximately \$4,600 each (including \$3,600 for fabrication and \$1,000 for installation).

Mr. Patek noted that the tourism budget included \$20,000 for wayfinding signage this fiscal year. The discussion focused on placing signs at three locations: Gateway (at the intersection of FM 3237 and RR12), Midtown (in front of Ace Hardware), and Market Days.

Council members agreed that the metal signs would be more practical, as they would be easier to replace if damaged (referencing a recent incident where a vehicle damaged a wall). They also noted that the metal signs would be consistent with existing wayfinding signs in the city. The placement of the Gateway sign would need further discussion due to right-of-way considerations.

Council Member Minnick made a motion to approve three metal signs for Gateway, Midtown, and Market Days Way, consistent with the other ones, with the placement to be discussed per the rights of way. Council Member Cohen seconded the motion. The motion carried unanimously (4-0).

8. CITY COUNCIL REPORTS

8.1 Announcements

Tammy Heller, City Secretary, announced that city offices would be closed on Tuesday, November 11th for Veterans Day. The next council meeting will be November 20th. Offices would also be closed for Thanksgiving holiday, November 26th-28th. The parade and tree lighting event would be on November 29th.

It was noted that repairs had started on the wall that was damaged when a stolen vehicle crashed into it the previous week. Staff expects repairs to be completed before the tree lighting event.

Councilmember Cohen mentioned he had a Hays County Health Advisory Board meeting coming up and invited input from other council members on items they would like addressed.

8.2 Future Agenda Items

No items discussed.

9. ADJOURNMENT

A motion to adjourn the meeting was made by Council Member Cohen and seconded by Council Member Minnick. The meeting adjourned with unanimous consent at 7:19 p.m.

RECORDED BY:

Tammy Heller, City Secretary

APPROVED BY:

James T. Chiles, Mayor





AGENDA ITEM:	2. Consider approval of the September 2025 Revenue and Expenditure Report for the City of Wimberley. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	
DATE SUBMITTED:	11/10/2025
MEETING DATE:	November 20, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. September Revenue_Expense Report

City of Wimberley
Revenue And Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

100 - General Fund	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
15-Administration	149,670.94	2,368,389.82	2,028,000.00	(340,389.82)	(16.78%)	2,258,123.25	2,258,123.25
51-Community Center	7,575.00	74,202.47	75,300.00	1,097.53	1.46%	86,704.57	86,704.57
Revenue Totals	<u>157,245.94</u>	<u>2,442,592.29</u>	<u>2,103,300.00</u>	<u>(339,292.29)</u>	<u>-16.13%</u>	<u>2,344,827.82</u>	<u>2,344,827.82</u>
Expense Summary							
15-Administration	67,352.82	832,190.11	762,000.00	(70,190.11)	(9.21%)	784,793.57	784,793.57
16-Legal	8,392.88	45,514.15	80,000.00	34,485.85	43.11%	63,731.71	63,731.71
17-Council/Board	5,027.20	68,511.82	109,000.00	40,488.18	37.15%	87,616.03	87,616.03
18-Building	2,882.50	47,937.50	50,000.00	2,062.50	4.13%	62,510.09	62,510.09
21-Public Safety	9,400.00	64,200.00	72,000.00	7,800.00	10.83%	82,650.39	82,650.39
30-Public Works	26,800.01	330,900.43	333,200.00	2,299.57	0.69%	300,700.13	300,700.13
31-Roads	330,227.38	653,741.63	667,572.50	13,830.87	2.07%	353,339.04	353,339.04
33-Water/Wastewater	0.00	0.00	2,000.00	2,000.00	100.00%	0.00	0.00
51-Community Center	16,649.31	254,370.61	259,600.00	5,229.39	2.01%	193,702.85	193,702.85
52-Parks	1,326.81	11,370.66	9,500.00	(1,870.66)	(19.69%)	3,958.39	3,958.39
Expense Totals	<u>468,058.91</u>	<u>2,308,736.91</u>	<u>2,344,872.50</u>	<u>36,135.59</u>	<u>1.54%</u>	<u>1,933,002.20</u>	<u>1,933,002.20</u>
Revenues Over(Under) Expenditures	<u>(310,812.97)</u>	<u>133,855.38</u>	<u>(241,572.50)</u>	<u>(375,427.88)</u>	<u>-6.82%</u>	<u>411,825.62</u>	<u>411,825.62</u>

City of Wimberley
Revenue and Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

100 - General Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
<u>Tax Revenue</u>							
15-5120 General Sales & Use Tax	131,793.28	1,656,098.12	1,513,000.00	(143,098.12)	(9.46%)	1,545,163.85	1,545,163.85
15-5131 Mixed Beverage Tax	10,537.95	108,705.09	80,000.00	(28,705.09)	(35.88%)	94,439.19	94,439.19
15-5171 Franchise Tax	0.00	319,510.08	300,000.00	(19,510.08)	(6.50%)	312,458.12	312,458.12
Total Tax Revenue	142,331.23	2,084,313.29	1,893,000.00	(191,313.29)	(10.11%)	1,952,061.16	1,952,061.16
<u>Licenses & Permits</u>							
15-5211 Beer & Wine Permits	0.00	6,575.00	7,000.00	425.00	6.07%	13,695.00	13,695.00
15-5219 Sign Permits	115.00	805.00	1,000.00	195.00	19.50%	1,060.00	1,060.00
15-5221 Building Permits	1,375.00	40,133.40	35,000.00	(5,133.40)	(14.67%)	70,737.28	70,737.28
Total Licenses & Permits	1,490.00	47,513.40	43,000.00	(4,513.40)	(10.50%)	85,492.28	85,492.28
<u>Other Income</u>							
15-5340 Grant Funds	0.00	112,400.00	0.00	(112,400.00)	0.00%	82,500.00	82,500.00
15-5611 Interest Revenues	2,538.80	55,446.12	40,000.00	(15,446.12)	(38.62%)	46,178.40	46,178.40
15-5701 Other/Misc	1,310.91	4,900.51	1,000.00	(3,900.51)	(390.05%)	7,422.11	7,422.11
Total Other Income	3,849.71	172,746.63	41,000.00	(131,746.63)	(321.33%)	136,100.51	136,100.51
<u>Service Fees</u>							
15-5413 Zoning	1,100.00	15,144.00	12,000.00	(3,144.00)	(26.20%)	15,533.80	15,533.80
15-5414 Subdivision Fees	0.00	3,885.00	2,000.00	(1,885.00)	(94.25%)	2,419.50	2,419.50
15-5416 Building Inspections	825.00	34,260.00	25,000.00	(9,260.00)	(37.04%)	43,372.75	43,372.75
15-5417 Bldg Plan Reviews	75.00	10,527.50	12,000.00	1,472.50	12.27%	23,143.25	23,143.25
Total Service Fees	2,000.00	63,816.50	51,000.00	(12,816.50)	(25.13%)	84,469.30	84,469.30
Total Administration	149,670.94	2,368,389.82	2,028,000.00	(340,389.82)	(16.78%)	2,258,123.25	2,258,123.25

City of Wimberley
Revenue and Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

100 - General Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
51-Community Center							
<u>Service Fees</u>							
51-5475 WCC Facility Rentals	5,605.00	59,571.75	60,300.00	728.25	1.21%	64,961.84	64,961.84
Total Service Fees	5,605.00	59,571.75	60,300.00	728.25	1.21%	64,961.84	64,961.84
<u>Revenues</u>							
51-5476 Special Events	1,970.00	14,615.00	15,000.00	385.00	2.57%	21,742.73	21,742.73
Total Revenues	1,970.00	14,615.00	15,000.00	385.00	2.57%	21,742.73	21,742.73
<u>Tax Revenue</u>							
51-5479 Vending/Merchandise	0.00	15.72	0.00	(15.72)	0.00%	0.00	0.00
Total Tax Revenue	0.00	15.72	0.00	(15.72)	0.00%	0.00	0.00
Total Community Center	7,575.00	74,202.47	75,300.00	1,097.53	1.46%	86,704.57	86,704.57
Total Revenue	157,245.94	2,442,592.29	2,103,300.00	(339,292.29)	(16.13%)	2,344,827.82	2,344,827.82

City of Wimberley
Revenue and Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
Personnel Services							
15-6105 Salaries & Wages Full-Time	23,232.50	301,556.50	302,000.00	443.50	0.15%	289,613.93	289,613.93
15-6210 Health Care	1,885.39	22,630.20	31,500.00	8,869.80	28.16%	22,909.02	22,909.02
15-6220 Payroll Taxes	1,733.90	23,438.74	23,000.00	(438.74)	(1.91%)	22,612.53	22,612.53
15-6230 TMRS Contribution	1,182.36	16,029.48	15,000.00	(1,029.48)	(6.86%)	17,763.57	17,763.57
15-6250 Unemployment Compensation	0.00	189.00	400.00	211.00	52.75%	351.00	351.00
15-6251 Workers Compensation	0.00	0.00	1,300.00	1,300.00	100.00%	0.00	0.00
Total Personnel Services	28,034.15	363,843.92	373,200.00	9,356.08	2.51%	353,250.05	353,250.05
Other Services & Charges							
15-6270 Annual/Assoc Dues	288.90	4,052.04	4,500.00	447.96	9.95%	4,178.97	4,178.97
15-6340 Technology Consultant	1,326.80	6,983.61	11,000.00	4,016.39	36.51%	1,968.75	1,968.75
15-6370 Contract Services	3,475.00	11,313.22	35,000.00	23,686.78	67.68%	5,746.04	5,746.04
15-6420 Office Cleaning	297.00	5,285.25	8,000.00	2,714.75	33.93%	6,900.00	6,900.00
15-6443 Equipment Rent/Right-To-Use Lease	504.87	7,568.97	9,500.00	1,931.03	20.33%	(114.85)	(114.85)
15-6500 Grant Expenditures	22,500.00	134,900.00	0.00	(134,900.00)	0.00%	82,500.00	82,500.00
15-6520 Insurance	0.00	55,855.10	50,000.00	(5,855.10)	(11.71%)	45,132.92	45,132.92
15-6531 Public Notices	0.00	5,183.17	7,000.00	1,816.83	25.95%	4,213.50	4,213.50
15-6532 Office Tech/Software	7,203.63	54,200.32	60,000.00	5,799.68	9.67%	91,870.50	91,870.50
15-6540 Advertising	0.00	0.00	500.00	500.00	100.00%	0.00	0.00
15-6551 Printing/Copying	0.00	90.00	500.00	410.00	82.00%	42.98	42.98
15-6569 Vehicle Allowance/Moving Exp	1,300.00	15,600.00	15,600.00	0.00	0.00%	15,831.16	15,831.16
15-6570 Travel	0.00	3,069.90	6,000.00	2,930.10	48.84%	2,639.62	2,639.62

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100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-6571 Mileage	0.00	693.94	2,000.00	1,306.06	65.30%	991.60	991.60
15-6572 Training	170.00	2,413.26	6,000.00	3,586.74	59.78%	6,247.33	6,247.33
15-6581 Refunds	90.00	987.50	2,000.00	1,012.50	50.63%	2,039.00	2,039.00
15-6589 Records Management	0.00	1,588.00	2,000.00	412.00	20.60%	2,439.83	2,439.83
15-6651 Postage	249.00	1,182.32	2,700.00	1,517.68	56.21%	1,026.54	1,026.54
Total Other Services & Charges	37,405.20	310,966.60	222,300.00	(88,666.60)	(39.89%)	273,653.89	273,653.89
<u>Not Categorized</u>							
15-6390 Miscellaneous/Merchandise	0.00	1.50	0.00	(1.50)	0.00%	8,001.60	8,001.60
Total Not Categorized	0.00	1.50	0.00	(1.50)	0.00%	8,001.60	8,001.60
<u>Supplies & Maintenance</u>							
15-6410 Utilities	1,415.45	17,825.27	18,000.00	174.73	0.97%	20,505.95	20,505.95
15-6430 Bldg Repairs/Maintenance	0.00	2,855.81	3,000.00	144.19	4.81%	2,491.73	2,491.73
15-6610 General Operating Supplies	463.55	3,841.19	4,500.00	658.81	14.64%	1,173.37	1,173.37
15-6660 Office Supplies	34.47	1,355.60	3,000.00	1,644.40	54.81%	1,950.28	1,950.28
15-6791 Capital Outlay - Technology	0.00	0.00	3,000.00	3,000.00	100.00%	0.00	0.00
15-6792 Capital Outlay - Other	0.00	10,254.87	10,000.00	(254.87)	(2.55%)	0.00	0.00
Total Supplies & Maintenance	1,913.47	36,132.74	41,500.00	5,367.26	12.93%	26,121.33	26,121.33
<u>Transfer Out</u>							
15-6701 Interest and Sinking Transfer Out (Oak Drive)	0.00	121,245.35	125,000.00	3,754.65	3.00%	123,766.70	123,766.70
Total Transfer Out	0.00	121,245.35	125,000.00	3,754.65	3.00%	123,766.70	123,766.70
Total Administration	67,352.82	832,190.11	762,000.00	(70,190.11)	(9.21%)	784,793.57	784,793.57
<u>16-Legal</u>							
<u>Other Services & Charges</u>							

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16-6350 Legal	8,392.88	45,514.15	80,000.00	34,485.85	43.11%	63,731.71	63,731.71
Total Other Services & Charges	8,392.88	45,514.15	80,000.00	34,485.85	43.11%	63,731.71	63,731.71
Total Legal	8,392.88	45,514.15	80,000.00	34,485.85	43.11%	63,731.71	63,731.71
17-Council/Board							
<u>Other Services & Charges</u>							
17-6320 Financial (Contract Svs)	1,730.00	17,499.75	25,000.00	7,500.25	30.00%	27,167.50	27,167.50
17-6330 Audit	0.00	21,000.00	40,000.00	19,000.00	47.50%	37,093.90	37,093.90
17-6382 Social Services Support	0.00	1,000.00	5,000.00	4,000.00	80.00%	0.00	0.00
17-6541 Public Relations/Receptions	2,795.00	15,178.33	12,000.00	(3,178.33)	(26.49%)	12,693.95	12,693.95
17-6572 Training	502.20	8,616.24	9,000.00	383.76	4.26%	9,342.76	9,342.76
17-6590 Elections	0.00	122.50	6,000.00	5,877.50	97.96%	1,317.92	1,317.92
17-6591 Planning	0.00	5,095.00	6,000.00	905.00	15.08%	0.00	0.00
Total Other Services & Charges	5,027.20	68,511.82	103,000.00	34,488.18	33.48%	87,616.03	87,616.03
<u>Expenditures</u>							
17-6595 Code Revisions	0.00	0.00	6,000.00	6,000.00	100.00%	0.00	0.00
Total Expenditures	0.00	0.00	6,000.00	6,000.00	100.00%	0.00	0.00
Total Council/Board	5,027.20	68,511.82	109,000.00	40,488.18	37.15%	87,616.03	87,616.03
18-Building							
<u>Other Services & Charges</u>							
18-6360 Contract Inspections	2,620.00	44,037.50	40,000.00	(4,037.50)	(10.09%)	60,185.09	60,185.09
18-6582 Site Plan Reviews	262.50	3,900.00	10,000.00	6,100.00	61.00%	2,325.00	2,325.00
Total Other Services & Charges	2,882.50	47,937.50	50,000.00	2,062.50	4.13%	62,510.09	62,510.09
Total Building	2,882.50	47,937.50	50,000.00	2,062.50	4.13%	62,510.09	62,510.09

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21-Public Safety							
Other Services & Charges							
21-6371 Sanitarian (Contract Labor)	6,000.00	33,000.00	36,000.00	3,000.00	8.33%	44,000.00	44,000.00
21-6373 Animal Control	0.00	6,000.00	6,000.00	0.00	0.00%	12,000.00	12,000.00
21-6375 Safety - Traffic Direction	3,400.00	25,200.00	30,000.00	4,800.00	16.00%	26,650.39	26,650.39
Total Other Services & Charges	9,400.00	64,200.00	72,000.00	7,800.00	10.83%	82,650.39	82,650.39
Total Public Safety	9,400.00	64,200.00	72,000.00	7,800.00	10.83%	82,650.39	82,650.39
30-Public Works							
Personnel Services							
30-6100 Salaries & Wages Part-Time	0.00	0.00	6,000.00	6,000.00	100.00%	0.00	0.00
30-6105 Salaries & Wages Full-Time	11,308.68	188,234.15	200,000.00	11,765.85	5.88%	183,011.15	183,011.15
30-6210 Health Care	1,783.07	26,006.45	31,500.00	5,493.55	17.44%	32,036.09	32,036.09
30-6220 Payroll Taxes	895.72	14,568.20	15,000.00	431.80	2.88%	14,151.56	14,151.56
30-6230 TMRS Contribution	562.00	9,727.02	10,000.00	272.98	2.73%	10,928.29	10,928.29
30-6250 Unemployment Compensation	0.00	237.06	400.00	162.94	40.74%	351.00	351.00
30-6251 Workers Compensation	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	0.00
Total Personnel Services	14,549.47	238,772.88	267,900.00	29,127.12	10.87%	240,478.09	240,478.09
Other Services & Charges							
30-6270 Annual/Assoc Dues	0.00	405.90	500.00	94.10	18.82%	0.00	0.00
30-6370 Contract Services	6,476.50	58,403.30	25,000.00	(33,403.30)	(133.61%)	34,068.78	34,068.78
30-6443 Equipment Rent/Right-To-Use Lease	472.59	5,671.08	6,000.00	328.92	5.48%	0.08	0.08
30-6532 Office Tech/Software	1,804.05	7,288.65	9,000.00	1,711.35	19.02%	5,525.76	5,525.76
30-6569 Vehicle Allowance	400.00	4,800.00	4,800.00	0.00	0.00%	4,871.13	4,871.13

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30-6570 Travel	466.34	1,620.00	2,500.00	880.00	35.20%	668.28	668.28
30-6571 Mileage	0.00	0.00	500.00	500.00	100.00%	312.55	312.55
30-6572 Training	620.00	2,463.90	4,000.00	1,536.10	38.40%	1,718.94	1,718.94
30-6794 Capital Outlay - Equipmt/Other	1,019.99	1,019.99	2,500.00	1,480.01	59.20%	0.00	0.00
Total Other Services & Charges	11,259.47	81,672.82	54,800.00	(26,872.82)	(49.04%)	47,165.52	47,165.52
<u>Supplies & Maintenance</u>							
30-6431 Vehicle Maint/Insurance	525.64	1,019.51	2,000.00	980.49	49.02%	990.08	990.08
30-6583 Fuel	295.42	3,087.63	5,000.00	1,912.37	38.25%	4,572.77	4,572.77
30-6610 General Operating Supplies	170.01	5,626.59	3,000.00	(2,626.59)	(87.55%)	7,203.68	7,203.68
30-6611 Signs/Barricades	0.00	100.00	0.00	(100.00)	0.00%	0.00	0.00
30-6612 Tools	0.00	621.00	500.00	(121.00)	(24.20%)	289.99	289.99
Total Supplies & Maintenance	991.07	10,454.73	10,500.00	45.27	0.43%	13,056.52	13,056.52
Total Public Works	26,800.01	330,900.43	333,200.00	2,299.57	0.69%	300,700.13	300,700.13
<u>31-Roads</u>							
<u>Supplies & Maintenance</u>							
31-6432 Road Maintenance	2,449.38	78,480.66	90,659.01	12,178.35	13.43%	139,991.58	139,991.58
31-6433 Equipment Maintenance	48.00	640.44	1,000.00	359.56	35.96%	415.01	415.01
31-6584 Mowing/Trimming	0.00	2,333.94	3,000.00	666.06	22.20%	3,355.12	3,355.12
31-6611 Signs/Barricades	0.00	4,678.95	5,000.00	321.05	6.42%	3,459.32	3,459.32
31-6792 Capital Outlay - Fish Weir	0.00	0.00	20,000.00	20,000.00	100.00%	0.00	0.00
Total Supplies & Maintenance	2,497.38	86,133.99	119,659.01	33,525.02	28.02%	147,221.03	147,221.03
<u>Other Services & Charges</u>							
31-6470 Engineering - Roads	6,525.00	49,694.15	30,000.00	(19,694.15)	(65.65%)	34,675.00	34,675.00

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31-6795 Capital Outlay - Roads	321,205.00	517,913.49	517,913.49	0.00	0.00%	171,443.01	171,443.01
Total Other Services & Charges	327,730.00	567,607.64	547,913.49	(19,694.15)	(3.59%)	206,118.01	206,118.01
Total Roads	330,227.38	653,741.63	667,572.50	13,830.87	2.07%	353,339.04	353,339.04
33-Water/Wastewater							
Supplies & Maintenance							
33-6586 Quality Testing WW	0.00	0.00	2,000.00	2,000.00	100.00%	0.00	0.00
Total Supplies & Maintenance	0.00	0.00	2,000.00	2,000.00	100.00%	0.00	0.00
Total Water/Wastewater	0.00	0.00	2,000.00	2,000.00	100.00%	0.00	0.00
51-Community Center							
Personnel Services							
51-6100 Salaries & Wages Part-Time	1,302.00	22,123.62	21,000.00	(1,123.62)	(5.35%)	40,186.23	40,186.23
51-6105 Salaries & Wages Full-Time	8,001.60	101,788.97	104,000.00	2,211.03	2.13%	55,176.11	55,176.11
51-6210 Health Care	1,768.68	20,342.91	21,000.00	657.09	3.13%	10,646.82	10,646.82
51-6220 Payroll Taxes	784.87	10,120.09	10,000.00	(120.09)	(1.20%)	7,296.24	7,296.24
51-6230 TMRS Contribution	384.08	5,122.51	5,000.00	(122.51)	(2.45%)	3,239.72	3,239.72
51-6250 Unemployment Compensation	1.07	286.06	500.00	213.94	42.79%	462.55	462.55
51-6251 Workers Compensation	0.00	0.00	7,000.00	7,000.00	100.00%	0.00	0.00
Total Personnel Services	12,242.30	159,784.16	168,500.00	8,715.84	5.17%	117,007.67	117,007.67
Other Services & Charges							
51-6270 Annual/Assoc Dues	0.00	197.25	500.00	302.75	60.55%	239.87	239.87
51-6370 Contract Services	0.00	2,658.95	2,000.00	(658.95)	(32.95%)	3,666.76	3,666.76
51-6532 Office Tech/Software	0.00	1,270.61	2,000.00	729.39	36.47%	4,441.38	4,441.38
51-6540 Advertising	0.00	1,695.05	3,000.00	1,304.95	43.50%	2,255.23	2,255.23

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100 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
51-6562 CC Processing Fees	193.32	1,508.59	0.00	(1,508.59)	0.00%	1,392.50	1,392.50
51-6651 Postage	0.00	0.00	100.00	100.00	100.00%	0.00	0.00
51-6794 Capital Outlay - Equipmt/Other	0.00	5,896.89	7,000.00	1,103.11	15.76%	0.00	0.00
51-6797 Capital Outlay - Facilities	0.00	10,908.84	10,000.00	(908.84)	(9.09%)	6,662.44	6,662.44
Total Other Services & Charges	193.32	24,136.18	24,600.00	463.82	1.89%	18,658.18	18,658.18
<u>Supplies & Maintenance</u>							
51-6410 Utilities	2,849.17	28,288.88	26,000.00	(2,288.88)	(8.80%)	27,500.71	27,500.71
51-6430 Bldg Repairs/Maintenance	801.98	26,730.52	20,000.00	(6,730.52)	(33.65%)	11,388.25	11,388.25
51-6610 General Operating Supplies	5.03	2,731.92	5,000.00	2,268.08	45.36%	4,364.21	4,364.21
51-6616 Programs	544.14	12,166.21	15,000.00	2,833.79	18.89%	14,312.83	14,312.83
51-6660 Office Supplies	13.37	532.74	500.00	(32.74)	(6.55%)	471.00	471.00
Total Supplies & Maintenance	4,213.69	70,450.27	66,500.00	(3,950.27)	(5.94%)	58,037.00	58,037.00
Total Community Center	16,649.31	254,370.61	259,600.00	5,229.39	2.01%	193,702.85	193,702.85
<u>52-Parks</u>							
<u>Supplies & Maintenance</u>							
52-6410 Utilities	233.61	7,875.32	6,000.00	(1,875.32)	(31.26%)	2,156.26	2,156.26
52-6430 Bldg Repairs/Maintenance	1,093.20	2,558.93	1,500.00	(1,058.93)	(70.60%)	247.78	247.78
52-6585 NATURE TL/OLD BALDY	0.00	549.59	1,000.00	450.41	45.04%	1,100.55	1,100.55
52-6610 General Operating Supplies	0.00	386.82	1,000.00	613.18	61.32%	453.80	453.80
Total Supplies & Maintenance	1,326.81	11,370.66	9,500.00	(1,870.66)	(19.69%)	3,958.39	3,958.39
Total Parks	1,326.81	11,370.66	9,500.00	(1,870.66)	(19.69%)	3,958.39	3,958.39
Total Expense	468,058.91	2,308,736.91	2,344,872.50	36,135.59	1.54%	1,933,002.20	1,933,002.20

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Revenue Summary							
52-Parks	15,933.59	1,273,524.67	853,000.00	(420,524.67)	(49.30%)	972,349.92	972,349.92
Revenue Totals	15,933.59	1,273,524.67	853,000.00	(420,524.67)	-49.30%	972,349.92	972,349.92
Expense Summary							
52-Parks	62,551.24	943,869.17	853,000.00	(90,869.17)	(10.65%)	1,233,472.19	1,233,472.19
Expense Totals	62,551.24	943,869.17	853,000.00	(90,869.17)	-10.65%	1,233,472.19	1,233,472.19
Revenues Over(Under) Expenditures	(46,617.65)	329,655.50	0.00	(329,655.50)	-29.98%	(261,122.27)	(261,122.27)

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200 - Parks and Recreation Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
52-Parks							
Tax Revenue							
52-5472 Reservations/Gate Fees	8,123.43	683,803.76	580,000.00	(103,803.76)	(17.90%)	722,405.80	722,405.80
52-5474 Facility Rentals	1,540.00	26,137.00	30,000.00	3,863.00	12.88%	33,035.88	33,035.88
52-5479 Vending/Merchandise	2,236.02	60,932.03	50,000.00	(10,932.03)	(21.86%)	38,968.42	38,968.42
Total Tax Revenue	11,899.45	770,872.79	660,000.00	(110,872.79)	(16.80%)	794,410.10	794,410.10
Revenues							
52-5476 Special Events	403.00	185,657.00	150,000.00	(35,657.00)	(23.77%)	119,696.61	119,696.61
Total Revenues	403.00	185,657.00	150,000.00	(35,657.00)	(23.77%)	119,696.61	119,696.61
Other Income							
52-5611 Interest Revenues	3,631.14	32,016.55	28,000.00	(4,016.55)	(14.34%)	44,518.21	44,518.21
52-5701 Other/Misc	0.00	282,978.33	15,000.00	(267,978.33)	(1786.52%)	10,115.00	10,115.00
52-5900 Designated Funds	0.00	2,000.00	0.00	(2,000.00)	0.00%	3,610.00	3,610.00
Total Other Income	3,631.14	316,994.88	43,000.00	(273,994.88)	(637.20%)	58,243.21	58,243.21
Total Parks	15,933.59	1,273,524.67	853,000.00	(420,524.67)	(49.30%)	972,349.92	972,349.92
Total Revenue	15,933.59	1,273,524.67	853,000.00	(420,524.67)	(49.30%)	972,349.92	972,349.92

City of Wimberley
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200 - Parks and Recreation Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
52-Parks							
Personnel Services							
52-6100 Salaries & Wages Part-Time	10,378.78	145,665.18	126,000.00	(19,665.18)	(15.61%)	168,892.49	168,892.49
52-6105 Salaries & Wages Full-Time	28,462.62	371,031.31	381,000.00	9,968.69	2.62%	303,455.66	303,455.66
52-6210 Health Care	5,328.72	62,193.36	73,500.00	11,306.64	15.38%	50,808.92	50,808.92
52-6220 Payroll Taxes	2,928.91	39,585.66	39,000.00	(585.66)	(1.50%)	36,891.61	36,891.61
52-6230 TMRS Contribution	1,385.39	18,922.54	18,500.00	(422.54)	(2.28%)	18,148.88	18,148.88
52-6250 Unemployment Compensation	64.20	1,371.31	1,000.00	(371.31)	(37.13%)	2,483.09	2,483.09
52-6251 Workers Compensation	0.00	0.00	19,000.00	19,000.00	100.00%	0.00	0.00
Total Personnel Services	48,548.62	638,769.36	658,000.00	19,230.64	2.92%	580,680.65	580,680.65
Other Services & Charges							
52-6370 Contract Services	251.42	51,328.76	40,000.00	(11,328.76)	(28.32%)	0.00	0.00
52-6443 Equipment Rent/Right-To-Use Lease	503.43	9,413.95	11,500.00	2,086.05	18.14%	101.79	101.79
52-6532 Office Tech/Software	1,486.84	5,493.10	10,000.00	4,506.90	45.07%	5,968.49	5,968.49
52-6562 CC Processing Fees	434.81	26,684.61	10,000.00	(16,684.61)	(166.85%)	24,006.55	24,006.55
52-6569 Vehicle Allowance	400.00	4,800.00	4,800.00	0.00	0.00%	4,858.08	4,858.08
52-6570 Travel	0.00	4,202.59	3,000.00	(1,202.59)	(40.09%)	3,503.23	3,503.23
52-6571 Mileage	0.00	1,269.10	2,000.00	730.90	36.55%	464.81	464.81
52-6572 Training	0.00	3,930.00	4,000.00	70.00	1.75%	4,324.06	4,324.06
52-6581 Refunds	0.00	0.00	1,000.00	1,000.00	100.00%	1,075.00	1,075.00
52-6651 Postage	0.00	58.13	100.00	41.87	41.87%	34.57	34.57
52-6794 Capital Outlay - Equipmt/Other	286.02	8,549.47	0.00	(8,549.47)	0.00%	431,025.80	431,025.80
Total Other Services & Charges	3,362.52	115,729.71	86,400.00	(29,329.71)	(33.95%)	475,362.38	475,362.38

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200 - Parks and Recreation Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<u>Supplies & Maintenance</u>							
52-6374 Contract Services	0.00	160.00	0.00	(160.00)	0.00%	50,792.33	50,792.33
52-6410 Utilities	6,446.39	21,891.06	15,000.00	(6,891.06)	(45.94%)	19,487.79	19,487.79
52-6431 Vehicle Maint/Insurance	10.50	2,059.31	2,000.00	(59.31)	(2.97%)	226.76	226.76
52-6433 Equipment Maintenance	25.64	7,060.37	7,000.00	(60.37)	(0.86%)	2,688.46	2,688.46
52-6583 Fuel	154.66	2,270.49	3,000.00	729.51	24.32%	2,878.26	2,878.26
52-6610 General Operating Supplies	538.09	42,803.74	26,000.00	(16,803.74)	(64.63%)	47,735.60	47,735.60
52-6613 Materials	0.00	5,935.72	5,000.00	(935.72)	(18.71%)	10,530.77	10,530.77
52-6615 Bldg & Maint Supplies	669.42	5,580.47	4,000.00	(1,580.47)	(39.51%)	3,896.33	3,896.33
52-6616 Programs	1,348.74	33,607.68	25,600.00	(8,007.68)	(31.28%)	34,041.20	34,041.20
52-6660 Office Supplies	0.00	515.44	1,000.00	484.56	48.46%	709.87	709.87
Total Supplies & Maintenance	<u>9,193.44</u>	<u>121,884.28</u>	<u>88,600.00</u>	<u>(33,284.28)</u>	<u>(37.57%)</u>	<u>172,987.37</u>	<u>172,987.37</u>
<u>Not Categorized</u>							
52-6390 Miscellaneous/Merchandise	1,446.66	67,485.82	20,000.00	(47,485.82)	(237.43%)	4,441.79	4,441.79
Total Not Categorized	<u>1,446.66</u>	<u>67,485.82</u>	<u>20,000.00</u>	<u>(47,485.82)</u>	<u>(237.43%)</u>	<u>4,441.79</u>	<u>4,441.79</u>
Total Parks	<u>62,551.24</u>	<u>943,869.17</u>	<u>853,000.00</u>	<u>(90,869.17)</u>	<u>(10.65%)</u>	<u>1,233,472.19</u>	<u>1,233,472.19</u>
Total Expense	<u>62,551.24</u>	<u>943,869.17</u>	<u>853,000.00</u>	<u>(90,869.17)</u>	<u>(10.65%)</u>	<u>1,233,472.19</u>	<u>1,233,472.19</u>

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202 - Wastewater Fund	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
04-Water/Wastewater	46,666.04	477,991.48	407,000.00	(70,991.48)	(17.44%)	422,085.59	422,085.59
Revenue Totals	46,666.04	477,991.48	407,000.00	(70,991.48)	-17.44%	422,085.59	422,085.59
Expense Summary							
04-Water/Wastewater	60,038.66	478,473.15	407,000.00	(71,473.15)	(17.56%)	727,300.14	727,300.14
Expense Totals	60,038.66	478,473.15	407,000.00	(71,473.15)	-17.56%	727,300.14	727,300.14
Revenues Over(Under) Expenditures	(13,372.62)	(481.67)	0.00	481.67	-17.50%	(305,214.55)	(305,214.55)

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202 - Wastewater Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
04-Water/Wastewater							
<u>Service Fees</u>							
04-5400 WW Service Fee	45,639.18	470,556.44	405,000.00	(65,556.44)	(16.19%)	416,926.08	416,926.08
Total Service Fees	45,639.18	470,556.44	405,000.00	(65,556.44)	(16.19%)	416,926.08	416,926.08
<u>Revenues</u>							
04-5405 Application Fees	0.00	500.00	0.00	(500.00)	0.00%	200.00	200.00
04-5420 WW Penalties	896.28	3,648.53	1,000.00	(2,648.53)	(264.85%)	2,065.42	2,065.42
Total Revenues	896.28	4,148.53	1,000.00	(3,148.53)	(314.85%)	2,265.42	2,265.42
<u>Other Income</u>							
04-5611 Interest Revenues	130.58	3,286.51	1,000.00	(2,286.51)	(228.65%)	2,894.09	2,894.09
Total Other Income	130.58	3,286.51	1,000.00	(2,286.51)	(228.65%)	2,894.09	2,894.09
Total Water/Wastewater	46,666.04	477,991.48	407,000.00	(70,991.48)	(17.44%)	422,085.59	422,085.59
Total Revenue	46,666.04	477,991.48	407,000.00	(70,991.48)	(17.44%)	422,085.59	422,085.59

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202 - Wastewater Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
04-Water/Wastewater							
<u>Other Services & Charges</u>							
04-6370 Contract Services	55,340.29	179,412.17	90,000.00	(89,412.17)	(99.35%)	75,773.29	75,773.29
Total Other Services & Charges	55,340.29	179,412.17	90,000.00	(89,412.17)	(99.35%)	75,773.29	75,773.29
<u>Supplies & Maintenance</u>							
04-6410 Utilities	4,698.37	52,469.98	55,000.00	2,530.02	4.60%	61,537.42	61,537.42
04-6433 Equipment Maintenance	0.00	0.00	10,000.00	10,000.00	100.00%	0.00	0.00
04-6610 General Operating Supplies	0.00	0.00	5,000.00	5,000.00	100.00%	1,966.64	1,966.64
Total Supplies & Maintenance	4,698.37	52,469.98	70,000.00	17,530.02	25.04%	63,504.06	63,504.06
<u>Transfer Out</u>							
04-6701 Interest and Sinking Transfer Out (Waste Water)	0.00	246,591.00	247,000.00	409.00	0.17%	588,022.79	588,022.79
Total Transfer Out	0.00	246,591.00	247,000.00	409.00	0.17%	588,022.79	588,022.79
Total Water/Wastewater	60,038.66	478,473.15	407,000.00	(71,473.15)	(17.56%)	727,300.14	727,300.14
Total Expense	60,038.66	478,473.15	407,000.00	(71,473.15)	(17.56%)	727,300.14	727,300.14

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205 - Hotel Occupancy Tax	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
15-Administration	72,085.92	728,790.88	773,000.00	44,209.12	5.72%	780,601.05	780,601.05
Revenue Totals	72,085.92	728,790.88	773,000.00	44,209.12	5.72%	780,601.05	780,601.05
Expense Summary							
15-Administration	61,821.72	675,231.39	773,000.00	97,768.61	12.65%	855,404.09	855,404.09
Expense Totals	61,821.72	675,231.39	773,000.00	97,768.61	12.65%	855,404.09	855,404.09
Revenues Over(Under) Expenditures	10,264.20	53,559.49	0.00	(53,559.49)	9.18%	(74,803.04)	(74,803.04)

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205 - Hotel Occupancy Tax Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
Tax Revenue							
15-5132 Hotel Occupancy Tax	70,564.34	705,669.90	750,000.00	44,330.10	5.91%	737,347.00	737,347.00
15-5479 Vending/Merchandise	(20.94)	3,360.54	0.00	(3,360.54)	0.00%	15,727.33	15,727.33
Total Tax Revenue	70,543.40	709,030.44	750,000.00	40,969.56	5.46%	753,074.33	753,074.33
Other Income							
15-5611 Interest Revenues	1,542.52	17,514.33	23,000.00	5,485.67	23.85%	27,526.72	27,526.72
15-5701 Other/Misc	0.00	2,246.11	0.00	(2,246.11)	0.00%	0.00	0.00
Total Other Income	1,542.52	19,760.44	23,000.00	3,239.56	14.09%	27,526.72	27,526.72
Total Administration	72,085.92	728,790.88	773,000.00	44,209.12	5.72%	780,601.05	780,601.05
Total Revenue	72,085.92	728,790.88	773,000.00	44,209.12	5.72%	780,601.05	780,601.05

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205 - Hotel Occupancy Tax Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
15-Administration							
Personnel Services							
15-6100 Salaries & Wages Part-Time	0.00	0.00	4,000.00	4,000.00	100.00%	10,458.75	10,458.75
15-6105 Salaries & Wages Full-Time	8,847.02	100,576.57	119,000.00	18,423.43	15.48%	73,998.07	73,998.07
15-6210 Health Care	1,773.04	17,802.97	21,000.00	3,197.03	15.22%	10,508.05	10,508.05
15-6220 Payroll Taxes	700.94	7,601.26	9,200.00	1,598.74	17.38%	5,352.73	5,352.73
15-6230 TMRS Contribution	443.86	5,183.26	6,000.00	816.74	13.61%	4,290.87	4,290.87
15-6250 Unemployment Compensation	0.00	243.00	300.00	57.00	19.00%	117.00	117.00
15-6251 Workers Compensation	0.00	0.00	500.00	500.00	100.00%	0.00	0.00
Total Personnel Services	<u>11,764.86</u>	<u>131,407.06</u>	<u>160,000.00</u>	<u>28,592.94</u>	<u>17.87%</u>	<u>104,725.47</u>	<u>104,725.47</u>
Other Services & Charges							
15-6270 Annual/Assoc Dues	0.00	28,739.25	14,000.00	(14,739.25)	(105.28%)	7,459.75	7,459.75
15-6370 Contract Services	225.16	45,691.31	91,000.00	45,308.69	49.79%	53,996.22	53,996.22
15-6443 Equipment Rent/Right-To-Use Lease	85.13	936.43	1,000.00	63.57	6.36%	1,106.69	1,106.69
15-6532 Office Tech/Software	66.54	7,176.40	3,000.00	(4,176.40)	(139.21%)	4,179.82	4,179.82
15-6540 Advertising	31,914.40	104,943.55	105,000.00	56.45	0.05%	90,961.68	90,961.68
15-6541 Public Relations/Receptions	0.00	1,863.72	1,000.00	(863.72)	(86.37%)	588.94	588.94
15-6551 Printing/Copying	1,880.60	5,781.52	20,000.00	14,218.48	71.09%	10,368.96	10,368.96
15-6569 Vehicle Allowance	400.00	4,000.00	5,400.00	1,400.00	25.93%	4,800.00	4,800.00
15-6570 Travel	0.00	605.23	6,000.00	5,394.77	89.91%	2,108.96	2,108.96
15-6572 Training	0.00	57.04	6,000.00	5,942.96	99.05%	2,279.00	2,279.00
15-6592 HOT Disbursements	0.00	39,229.00	50,000.00	10,771.00	21.54%	47,414.39	47,414.39
15-6651 Postage	18.40	49.45	1,000.00	950.55	95.06%	0.00	0.00

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205 - Hotel Occupancy Tax Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Total Other Services & Charges	34,590.23	239,072.90	303,400.00	64,327.10	21.20%	225,264.41	225,264.41
<u>Expenditures</u>							
15-6311 Hotel Occupancy Tax General Projects	2,222.49	87,281.88	74,600.00	(12,681.88)	(17.00%)	13,338.90	13,338.90
15-6973 Special Events	4,470.00	32,100.94	30,000.00	(2,100.94)	(7.00%)	37,542.23	37,542.23
15-6974 Special Events Equipment	4,966.30	10,817.24	10,000.00	(817.24)	(8.17%)	10,395.94	10,395.94
15-6975 Wayfinding Signage	2,855.00	7,011.05	20,000.00	12,988.95	64.94%	11,995.10	11,995.10
Total Expenditures	14,513.79	137,211.11	134,600.00	(2,611.11)	(1.94%)	73,272.17	73,272.17
<u>Not Categorized</u>							
15-6390 Miscellaneous/Merchandise	0.00	30.48	0.00	(30.48)	0.00%	1,854.33	1,854.33
15-6706 HOT Tax Revenue Bond-Principal	0.00	72,000.00	0.00	(72,000.00)	0.00%	50,000.00	50,000.00
15-6707 Hot Tax Revenue Bond-Interest	0.00	58,829.65	0.00	(58,829.65)	0.00%	81,119.41	81,119.41
Total Not Categorized	0.00	130,860.13	0.00	(130,860.13)	0.00%	132,973.74	132,973.74
<u>Supplies & Maintenance</u>							
15-6410 Utilities	449.35	6,524.93	5,000.00	(1,524.93)	(30.50%)	4,398.68	4,398.68
15-6430 Bldg Repairs/Maintenance	0.00	11,558.21	5,000.00	(6,558.21)	(131.16%)	1,141.38	1,141.38
15-6610 General Operating Supplies	503.49	3,448.15	2,000.00	(1,448.15)	(72.41%)	859.01	859.01
15-6660 Office Supplies	0.00	1,798.72	2,000.00	201.28	10.06%	820.18	820.18
15-6792 Capital Outlay - Other	0.00	13,350.18	30,000.00	16,649.82	55.50%	311,949.05	311,949.05
Total Supplies & Maintenance	952.84	36,680.19	44,000.00	7,319.81	16.64%	319,168.30	319,168.30
<u>Transfer Out</u>							
15-6701 Interest and Sinking Transfer Out (Old Kyle Rd)	0.00	0.00	131,000.00	131,000.00	100.00%	0.00	0.00
Total Transfer Out	0.00	0.00	131,000.00	131,000.00	100.00%	0.00	0.00

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205 - Hotel Occupancy Tax Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Total Administration	61,821.72	675,231.39	773,000.00	97,768.61	12.65%	855,404.09	855,404.09
Total Expense	61,821.72	675,231.39	773,000.00	97,768.61	12.65%	855,404.09	855,404.09

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400 - Interest and Sinking	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
10-Interest and Sinking	0.00	202,836.35	372,000.00	169,163.65	45.47%	366,717.70	366,717.70
Revenue Totals	0.00	202,836.35	372,000.00	169,163.65	45.47%	366,717.70	366,717.70
Expense Summary							
10-Interest and Sinking	0.00	206,081.70	372,000.00	165,918.30	44.60%	206,717.70	206,717.70
Expense Totals	0.00	206,081.70	372,000.00	165,918.30	44.60%	206,717.70	206,717.70
Revenues Over(Under) Expenditures	0.00	(3,245.35)	0.00	3,245.35	45.04%	160,000.00	160,000.00

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400 - Interest and Sinking Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
10-Interest and Sinking							
Revenues							
10-6702 I&S General Fund Transfer In	0.00	121,245.35	125,000.00	3,754.65	3.00%	123,766.70	123,766.70
10-6703 I&S Waste Water Transfer In	0.00	81,591.00	247,000.00	165,409.00	66.97%	242,951.00	242,951.00
Total Revenues	0.00	202,836.35	372,000.00	169,163.65	45.47%	366,717.70	366,717.70
Total Interest and Sinking	0.00	202,836.35	372,000.00	169,163.65	45.47%	366,717.70	366,717.70
Total Revenue	0.00	202,836.35	372,000.00	169,163.65	45.47%	366,717.70	366,717.70

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400 - Interest and Sinking Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
10-Interest and Sinking							
<u>Expenditures</u>							
10-6704 Tax Note Series 2021 Debt Service Principal	0.00	118,000.00	118,000.00	0.00	0.00%	198,951.00	198,951.00
10-6705 Tax Note Series 2021 Debt Service Interest	0.00	6,490.70	7,000.00	509.30	7.28%	7,766.70	7,766.70
Total Expenditures	<u>0.00</u>	<u>124,490.70</u>	<u>125,000.00</u>	<u>509.30</u>	<u>0.41%</u>	<u>206,717.70</u>	<u>206,717.70</u>
<u>Other Services & Charges</u>							
10-6900 Wastewater Debt Service - Prin	0.00	0.00	165,000.00	165,000.00	100.00%	0.00	0.00
10-6901 Wastewater Debt Service - Int	0.00	81,591.00	82,000.00	409.00	0.50%	0.00	0.00
Total Other Services & Charges	<u>0.00</u>	<u>81,591.00</u>	<u>247,000.00</u>	<u>165,409.00</u>	<u>66.97%</u>	<u>0.00</u>	<u>0.00</u>
Total Interest and Sinking	<u>0.00</u>	<u>206,081.70</u>	<u>372,000.00</u>	<u>165,918.30</u>	<u>44.60%</u>	<u>206,717.70</u>	<u>206,717.70</u>
Total Expense	<u>0.00</u>	<u>206,081.70</u>	<u>372,000.00</u>	<u>165,918.30</u>	<u>44.60%</u>	<u>206,717.70</u>	<u>206,717.70</u>

City of Wimberley
Revenue And Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

603 - Parking Spaces Cash In Lieu Of	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
00-Non-Departmental	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00
Revenue Totals	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00
Expense Summary							
00-Non-Departmental	0.00	58,000.00	0.00	(58,000.00)	0.00%	0.00	0.00
Expense Totals	0.00	58,000.00	0.00	(58,000.00)	0.00%	0.00	0.00
Revenues Over(Under) Expenditures	0.00	(38,000.00)	0.00	38,000.00	0.00%	0.00	0.00

City of Wimberley
Revenue and Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

603 - Parking Spaces Cash In Lieu Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
00-Non-Departmental							
Other Income							
00-5611 Parking Spaces Revenue	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00
Total Other Income	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00
Total Non-Departmental	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00
Total Revenue	0.00	20,000.00	0.00	(20,000.00)	0.00%	0.00	0.00

City of Wimberley
Revenue and Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

603 - Parking Spaces Cash In Lieu Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
00-Non-Departmental							
<u>Other Services & Charges</u>							
00-6581 Refunds	0.00	58,000.00	0.00	(58,000.00)	0.00%	0.00	0.00
Total Other Services & Charges	0.00	58,000.00	0.00	(58,000.00)	0.00%	0.00	0.00
Total Non-Departmental	0.00	58,000.00	0.00	(58,000.00)	0.00%	0.00	0.00
Total Expense	0.00	58,000.00	0.00	(58,000.00)	0.00%	0.00	0.00

City of Wimberley
 Revenue And Expense Report
 As of September 30, 2025

604 - WW Collection & Treatment Plan	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
00-WW Collection & Treatment Plan	0.00	165,000.00	0.00	(165,000.00)	0.00%	0.00	0.00
Revenue Totals	0.00	165,000.00	0.00	(165,000.00)	0.00%	0.00	0.00
Revenues Over(Under) Expenditures	0.00	165,000.00	0.00	(165,000.00)	0.00%	0.00	0.00

City of Wimberley
Revenue and Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

604 - WW Collection & Treatment P Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
00-WW Collection & Treatment Pla							
<u>Other Income</u>							
00-5799 Operating Transfer In	0.00	165,000.00	0.00	(165,000.00)	0.00%	0.00	0.00
Total Other Income	0.00	165,000.00	0.00	(165,000.00)	0.00%	0.00	0.00
Total WW Collection & Treatment Plan	0.00	165,000.00	0.00	(165,000.00)	0.00%	0.00	0.00
Total Revenue	0.00	165,000.00	0.00	(165,000.00)	0.00%	0.00	0.00

City of Wimberley
Revenue And Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

605 - American Rescue Plan	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
-	481.41	8,290.01	332,811.00	324,520.99	97.51%	32,122.11	32,122.11
Revenue Totals	481.41	8,290.01	332,811.00	324,520.99	97.51%	32,122.11	32,122.11
Expense Summary							
05-American Rescue Plan	10,752.50	100,472.06	382,811.00	282,338.94	73.75%	21,287.08	21,287.08
Expense Totals	10,752.50	100,472.06	382,811.00	282,338.94	73.75%	21,287.08	21,287.08
Revenues Over(Under) Expenditures	(10,271.09)	(92,182.05)	(50,000.00)	42,182.05	84.80%	10,835.03	10,835.03

City of Wimberley
Revenue and Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

605 - American Rescue Plan Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
-							
----- Other Income							
-5611 Interest Revenues	481.41	8,290.01	9,000.00	709.99	7.89%	10,835.03	10,835.03
Total Other Income	481.41	8,290.01	9,000.00	709.99	7.89%	10,835.03	10,835.03
----- Not Categorized							
-5905 American Rescue Plan	0.00	0.00	323,811.00	323,811.00	100.00%	21,287.08	21,287.08
Total Not Categorized	0.00	0.00	323,811.00	323,811.00	100.00%	21,287.08	21,287.08
Total	481.41	8,290.01	332,811.00	324,520.99	97.51%	32,122.11	32,122.11
Total Revenue	481.41	8,290.01	332,811.00	324,520.99	97.51%	32,122.11	32,122.11

City of Wimberley
Revenue and Expense Report
As of September 30, 2025

11/13/2025 2:08 PM

605 - American Rescue Plan Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
05-American Rescue Plan							
<u>Not Categorized</u>							
05-6751 Outlay - Projects	10,752.50	100,472.06	332,811.00	232,338.94	69.81%	21,287.08	21,287.08
Total Not Categorized	10,752.50	100,472.06	332,811.00	232,338.94	69.81%	21,287.08	21,287.08
<u>Liabilities</u>							
05-6751 Do Not Use	0.00	0.00	50,000.00	50,000.00	100.00%	0.00	0.00
Total Liabilities	0.00	0.00	50,000.00	50,000.00	100.00%	0.00	0.00
Total American Rescue Plan	10,752.50	100,472.06	382,811.00	282,338.94	73.75%	21,287.08	21,287.08
Total Expense	10,752.50	100,472.06	382,811.00	282,338.94	73.75%	21,287.08	21,287.08



AGENDA ITEM:	ZA-25-003 (Item 8.1 – City Council)
SUBMITTED BY:	Nathan Glaiser, Development Services Director
DATE SUBMITTED:	10/23/2025
MEETING DATE:	11/13/2025 PZC & 11/20/2025 City Council

REPORT

ITEM

The applicant, Wimberley Independent School District, is requesting Wimberley Planned Development District (WPDD) zoning for a property at 200 Texan Blvd, Wimberley. The proposed Wimberley Planned Development District proposes zoning amendments related to building height, building setbacks, impervious cover, and building size, to facilitate improvements to the Wimberley ISD Danforth Campus and Scudder Campus. Improvements include a new multipurpose educational auditorium with supporting parking, a band hall addition and renovations at Danforth Junior High, a new shaded multipurpose activity center and Texan Stadium improvements. Please see Application for design standards and concept plan.

From the City Code of Ordinances:

A Wimberley Planned Development District (WPDD) is a special zoning district category that provides an alternate approach to conventional land use controls. WPDDs shall be allowed in all planning areas in those cases in which the permitted uses or the related regulations are not appropriate for the intended use or development. The WPDD may be used for land that is to be developed in the future according to a WPDD concept plan described in this section (the "WPDD concept plan") and for land that is to be used in accordance with the WPDD concept plan without further development. A WPDD may be appropriate for projects such as industrial districts, offices, retail, commercial or service centers, shopping centers, and residential developments of multiple or mixed housing, including attached single-family dwellings. Any appropriate use or combination of uses may be considered for zoning as a WPDD.

PROPERTY INFORMATION

Property Description

Applicant(s):	Wimberley ISD
Property Address:	200 Texan Blvd
Property Owner:	Wimberley ISD
Legal Description:	Multiple properties

Property Size: 23.54 acres

Existing Use of Property: School

Existing Zoning: Public Facilities and Commercial Low Impact 1

Shared Infrastructure None

Request: Expansion of setbacks, building heights, impervious cover, and building sizing.

Planning Area: III and V

Overlay District: Entrance Corridor for portions of the property

Surrounding Property:

Frontage: Carney Ln, Green Acres, FM 2325

		Current Zoning:	Existing Land Use:
Surrounding Zoning & Land Use	North of Property	C1	Commercial
	South of Property	ETJ	Residential
	East of Property	C1 and R1	Commercial and Residential
	West of Property	C1	Commercial

COMMENTS

Staff has not received any comments on this request.

LEGAL NOTICE

Surrounding Neighbor Notification Letters (200'): 10/28/2025

Published Legal Notice (Wimberley View): 10/30/2025

RECOMMENDATION

Planning and Zoning Commission voted 7-0 to recommend approval of this WPDD.

CRITERIA FOR CONSIDERATION

In making a determination regarding a requested zoning change, the planning and zoning commission and city council shall consider the following factors:

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

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

c.

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

d.

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

e.

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

f.

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

g.

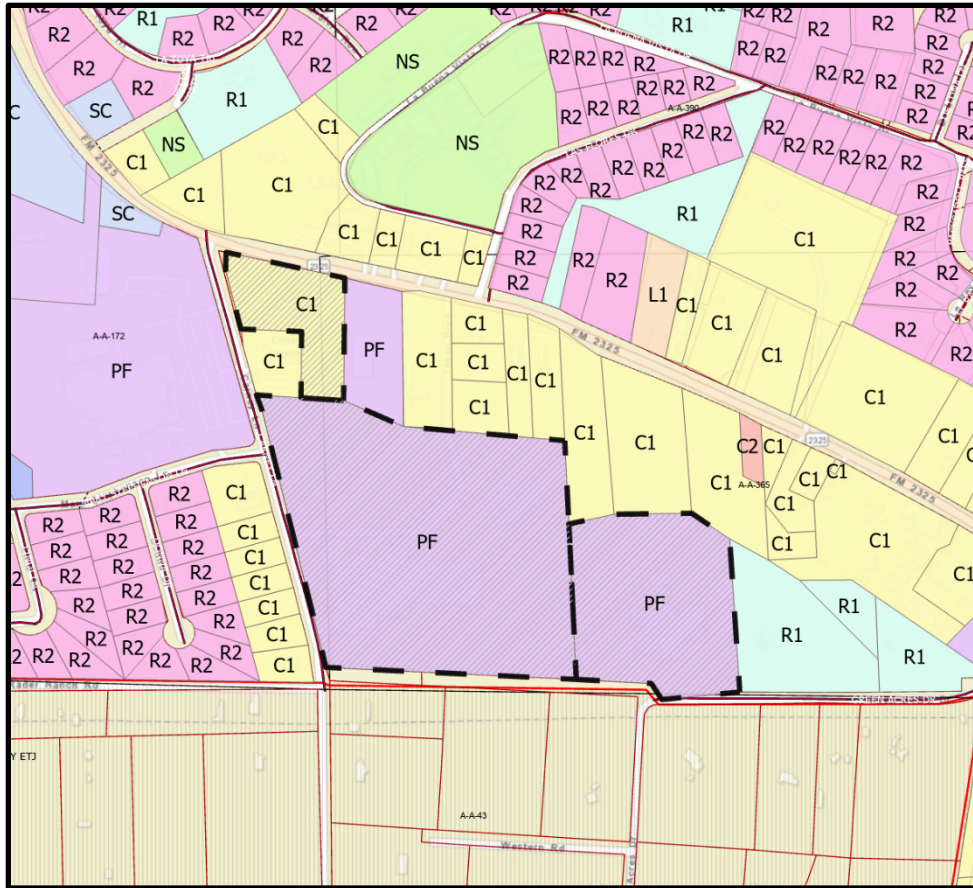
Whether granting the request furthers the land use objectives and principles adopted by the city.

Possible Motions can include:

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

ATTACHMENT/S

Application
Design Standards
Concept Plan





Wimberley Planned Development District
Planning & Development

FOR OFFICE USE ONLY

Application Date: _____ File No.: ZA - _____ Fees: \$ _____ Paid: ☐ Yes ☐ No Staff Review: _____

Tentative P&Z Hearing: _____ Tentative City Council Hearing: _____ Public Notices ☐ Yes ☐ No

Applicant: Rachel Toronjo _____ Phone No.: 512-_____
Mailing Address: 811 Barton Springs, Suite 900 _____ City: Austin _____ State: TX _____ Zip Code: 78704
Email: rtoronjo@oconnellrobertson.com _____

OWNER'S INFORMATION

Owner's Name: Wimberley Independent School District _____ Phone No.: 512-847-2414
Mailing Address: 951 FM 2325, Wimberley, TX 78676 _____
Email Address: _____

PROJECT SITE ADDRESS: 200 Texan Blvd., Wimberley, Texas 78676 _____

Legal Description: ABS 172 & 365 J R EDWARDS & BEN PAGE SURVEYS 23.54 AC GEO#90601426 _____ Phone No.: _____

Total Acreage or Square Footage: 23.54 ac _____ Deed Recorded in: _____

Hays CAD Parcel ID R- 14182 _____ Planning Area: N/A _____ Zoning: PF _____

Is Property located in an overlay district? ☒ Yes ☐ No If Yes, type: portion of subject property within Entrance Corridor

Address, Legal Desc, Acreage, and Parcel ID only shown for Danforth site (14182). Subject property would include all of the following Hays CAD Parcel IDs: 14182, 113751, 17181, 17182, and 17168.

WIMBERLEY PLANNED DEVELOPMENT DISTRICT (WPDD)

See the Wimberley Code of Ordinances, Section 9.03.098 for full requirements of the Wimberley Planned Development District.

This document sets forth in narrative and graphic form (attached) the purpose, intent, and physical nature of a Wimberley Planned Development District, which is a zoning district that applies only to the property described herein, as provided by Section 9.03.098 of the Wimberley Code of Ordinances.

All references to the "Zoning Ordinance" refer to the ordinance and amendments in effect on the date of the application for this WPDD.

A. PURPOSE AND INTENT:

1. General

The Wimberley Planned Development District, herein referred to as WPDD, is a special zoning district category that provides an alternate approach to conventional land use controls. The WPDD may be used for individual tracts or on tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master design statement or a master development plan. The WPDD is subject to special review procedures, and once approved by the City Council, it becomes a special zoning classification for the property it represents.

Conventional land use controls tend to segregate uses and concentrate them into specific areas on the land. One of the key objectives of the Comprehensive Plan is to ensure the continuation of the eclectic, mixed-use pattern which characterizes the Wimberley Valley. Toward that end, WPDDs, shall be allowed in all Planning Areas and shall be used to allow otherwise incompatible uses to be sited side by side. While it is not customary to use the planned developments in this way, the WPDD will be the Planning and Zoning Commission 'tool of choice' to ensure that this ordinance does not adversely impact the historical growth patterns of the city.

2. Specific

The purpose and intent of the development under this application is

- a. Compatibility with adjoining and proximate properties:
- b. Preservation of unique physical features of the site:
- c. Achievement of diversified land uses:
- d. Achievement of continuity of function and design:
- e. Provision of open space and common areas:

B. PERMITTED USES

1. Base Zoning District:
2. Additional uses allowed:
3. Conditional Uses:

C. SITE AREA

1. Total tract Area:
2. Net Site Area as defined by section 9.03.005 of the zoning code:
3. Areas in the five slope zones defined in the Net Site Area:
4. Area within a Flood Plain.
5. Area to be disturbed by development (all phases):

D. EXISTING DEVELOPMENT:

Existing development features and structures that do not comply with the base district provisions and this WPDD development regulations shall be considered legal nonconforming features and structures except as provided under Site Remediation.

1. Buildings and other strictures shown as existing on the site plan having total impervious surface of 182,764 square feet.

3. Development features and structures shown as existing on the site plan that are within an Overlay District of the Zoning Ordinance.

5. Existing uses that are to be continued under this WPDD.

7. Area and volume of storm water retention facilities shown as existing on the site plan:

Front: C1

Rear: not in City limits - single family

Left Side: PF/C1

Right Side: PF/C1

Existing development features and structures shown as existing on the site plan shall be removed and/or improved as follows:

1. Phases

2. Subdivision

3. Buildings

feet and a total building footprint of 226,630 square feet.

4. Roads, Driveways and Parking

including 337,858 square feet of impervious cover.

5. Parking Space

Parking Space 585
At full build-out there will be a total of _____ parking spaces on the site. Parking spaces are required by Section 9.03.181 of the Code of Ordinances for the proposed and existing uses on the site.

6. Water Supply

7. Wastewater Treatment

8. Drainage

A plan is attached or shown on the Site Plan for storm water drainage for the construction phase (applying to any construction phase) and for the permanent drainage (applying to the entire site and/or each individual subdivided lot).

The storm water management plan shall be adequate for the two-, ten- and twenty-five-year storm events. The plan shall include any necessary engineered designs for storm water retention, detention and filtration facilities, and a demonstration that the proposed development of the property .

1. shall preserve established watercourses as conduits for storm water runoff from higher properties and to lower properties; and
2. shall not result in damage or diminished value of downstream properties by a peak flow of storm water runoff exceeding the historical peak flow rate for each above referenced storm event; and
3. shall not result in an alteration in the historical overland flow pattern of storm water; and
4. shall not result in the conduct of hazardous materials, and pollutants, onto another property or into a waterway.

The plan shall include an analysis of the effect of land grading, including any cut and fill, and/or natural land surface alteration within and outside of the areas of impervious cover. The city may require a hydrological engineering report to demonstrate the adequacy of the plan. Detention, retention, and filtration facilities may be shared between multiple properties. The plan shall also include proposed storm water conveyance for the 100-year storm event

9. Landscaping & Tree Preservation

The areas set aside for landscaping and preservation of natural existing plant material on the site plan will be developed according to the Commercial Landscape regulation, Section 9.03.184, and the Landscaping and Tree Preservation regulation, Section 9.02.373 of the Code of Ordinances, and specifically as described in the attached Landscape Plan.

G. DEVELOPMENT REGULATIONS:

Development regulations for the base district, overlay districts and Ordinances and Development Standards of the City of Wimberley shall apply except as otherwise explicitly provided in this WPPD.

1. In the absence of a connection to a State Licensed central wastewater treatment utility, a current Hays County private wastewater permit for the existing and/or proposed use and discharge rate shall be required.
2. Evidence shall be provided of compliance 30 TAC Chapter 213: Subchapter B: Contributing Zone to The Edwards Aquifer in Medina, Bexar, Comal, Kinney, Uvalde, Hays, Travis And Williamson Counties. 213.20 — 213.28, Effective April 24th, 2008
3. Permanent and construction phase drainage plans shall be provided and be subject to review by the City.
4. A plan for a curb cut or interface between a private road or drive and a City Street shall be provided and be subject to review by the City. Evidence of curb cut permission from Texas Department of Transportation shall be provided when applicable.
5. New and existing signage shall comply with the Code of Ordinances Article 4.08 Signs and be of uniform style.
6. An Outdoor Lighting Plan is attached showing how new and existing outdoor lighting, including lighting for any form of illuminated sign, shall comply with the Code of Ordinances Section 9.03.184 Outdoor Lighting.

Forms & Applications October 2021

7. Open storage or placement of materials, commodities or equipment and machinery, including motor vehicles and trailers, shall be within the building setback and shall be fully screened, by fence (as permitted by the City) and/or vegetative screening, from City streets or roads or adjacent or facing residential or un-zoned districts. Outdoor placement or display of commercial material and equipment for sale in the building setback space, or the outdoor display of any object, merchandise, or material that is not a usual item for sale under the permitted use for the site or lot is prohibited.
8. Additional development regulations including but not limited to uses, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, setbacks, screening, landscaping, accessory buildings, signs, lighting, project phasing or scheduling, management associations, and other requirements as the City Council and the Planning and Zoning Commission may deem appropriate are as follows:

Date: 10/23/2025

APPLICANT SIGNATURE Rachel Toranzo

WHEN APPLICABLE:

Date: _____

AGENT SIGNATURE _____

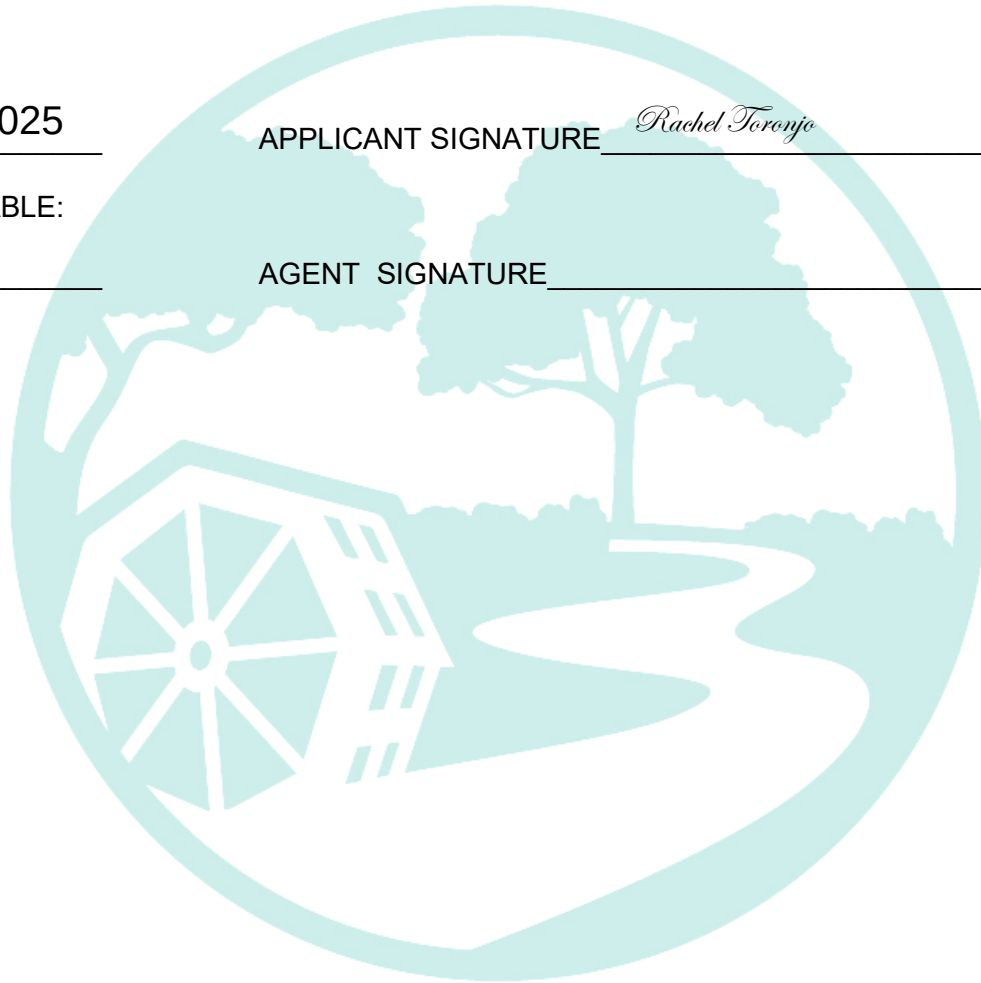


EXHIBIT “B”

Design Standards

Danforth Junior High School Campus Additions, Texan Stadium Improvements, and Shaded Multi-Purpose Activity Center

(Wimberley Planned Development District)

The Property described in Ordinance No. _____ for Case No. _____, generally known as the Wimberley ISD Danforth Junior High School campus located at and around 200 Texan Blvd., together with related athletic and performing arts facilities including Texan Stadium and the Shaded Multi-Purpose Activity Center site, shall be subject to the following Design Standards.

1. Purpose and Applicability

The purpose of this Exhibit is to authorize the specific public-school improvements planned for the Danforth campus and related stadium facilities and to give the District the development flexibility needed to build them on an existing, operating campus. This includes allowing the campus to construct taller educational, performance, and shade structures than would otherwise be permitted — specifically, a new educational auditorium and, separately, a Shaded Multi-Purpose Activity Center — even though these are two distinct buildings with different heights and functions. It also includes allowing an increase in the maximum building footprint so that each of these large, single-volume facilities can be built at the size required for their programs, and allowing the impervious cover percentage to be increased to meet the School District’s needs on the site. In limited areas, this Exhibit allows reduced setback requirements to accommodate circulation, queuing, shade or rainwater features, and utility or service elements along **Carney Lane** and internal drives. This Exhibit is further intended to recognize the multi-facility character of the site — junior high additions and renovations, Texan Stadium improvements, and the separate covered practice/multipurpose facility — and to regulate these improvements under a single WPDD development framework so that circulation, drainage, parking expansions, and safety and security upgrades occur in an integrated, campus-wide manner. Unless modified in this Exhibit, all provisions of the underlying zoning district and the City of Wimberley Code of Ordinances shall continue to apply to the Property.

3. Setback Requirements

Along Carney Lane and other public-facing rights-of-way, the campus shall maintain a minimum setback of ten (10) feet, except where driveways, utilities, accessible routes, stadium queuing areas, or landscape improvements must cross the setback. Except for the driveway and utility improvements, landscaping, signage, approved shade and rainwater-harvesting features, and firewater storage tanks and structures specifically identified on the campus plans, construction

within the setback is prohibited, and the setback shall not be used for the storage of materials, vehicles, trailers, or equipment.

4. Phased Development

The Property shall be developed in phases so that the school can remain in operation during construction. Phases may be carried out separately or concurrently, but each phase must show that traffic, parking, and drainage facilities are adequate to support the specific improvements being permitted.

5. Development and Construction Standards

Building Height Standards shall allow for the following:

- A. The educational auditorium is permitted to a maximum height of fifty (50) feet to accommodate the performance space, rigging, and back-of-house functions needed for educational and community use.
- B. The band hall addition and the gym entry additions are permitted to a maximum height of twenty-five (25) feet so that they remain compatible with the existing campus buildings.
- C. The Shaded Multi-Purpose Activity Center is permitted to a maximum height of sixty-five (65) feet at the roof or superstructure.

These building heights are necessary to meet the educational and athletic program needs of the District.

Not to Exceed Building Footprints: Educational Facilities 150,000 square feet*

Not to Exceed Floor Area: Educational Facilities 150,000 square feet*

Building footprints calculated to accommodate future educational facility needs for Wimberley Independent School District

Maximum Impervious Cover: Seventy (70) percent of the Net Site Area

Maximum Building Cover: Sixty (60) percent of the Net Site Area

6. Parking, Access, and Circulation

Parking shall be expanded and reconfigured generally as shown on the campus concept plan so that front parking is available to serve the new auditorium and additional parking is provided near the District administration facilities, with an overall target of approximately 200 new parking spaces to serve events, fine arts functions, and stadium use. Parking lots shall be interconnected to serve daily junior high operations, after-hours auditorium events, and stadium events without creating new curb cuts on FM 2325 or Texan Blvd. unless such curb cuts are

specifically identified on the approved concept plan. Accessible parking shall be reviewed and, where needed, increased to reflect the expanded auditorium occupancy and stadium capacity. Internal pedestrian routes shall connect parking fields to the auditorium entry, the gym entry, the stadium, and the Shaded Multi-Purpose Activity Center. All parking areas shall be screened and landscaped in accordance with City of Wimberley standards.

9. Landscaping, Tree Preservation, and Outdoor Improvements

Landscaping for all phases of the campus work shall follow the landscape approach identified for the Danforth campus and shall comply with City of Wimberley development codes and tree-mitigation requirements that are in effect at the time of permitting.

13. Architectural and Materials Standards

Drawing from the natural beauty and enduring character of the Texas Hill Country, its design weaves limestone and native materials into a setting that celebrates both heritage and innovation. The new construction on the campus shall be architecturally compatible with existing Wimberley ISD facilities, using masonry limestone and brick, durable metal systems, and a color palette consistent with the campus, while recognizing that the auditorium and the Shaded Multi-Purpose Activity Center are specialized structures. Stadium additions shall be finished to match or complement the materials and appearance of the existing stadium facilities.

14. Building Elevation Renderings



Figure 1 Auditorium NW Elevation Exterior Concept



Figure 2 Auditorium NW Elevation Exterior Concept



Figure 3 Danforth Junior High Gym Entry Elevation Exterior Concept

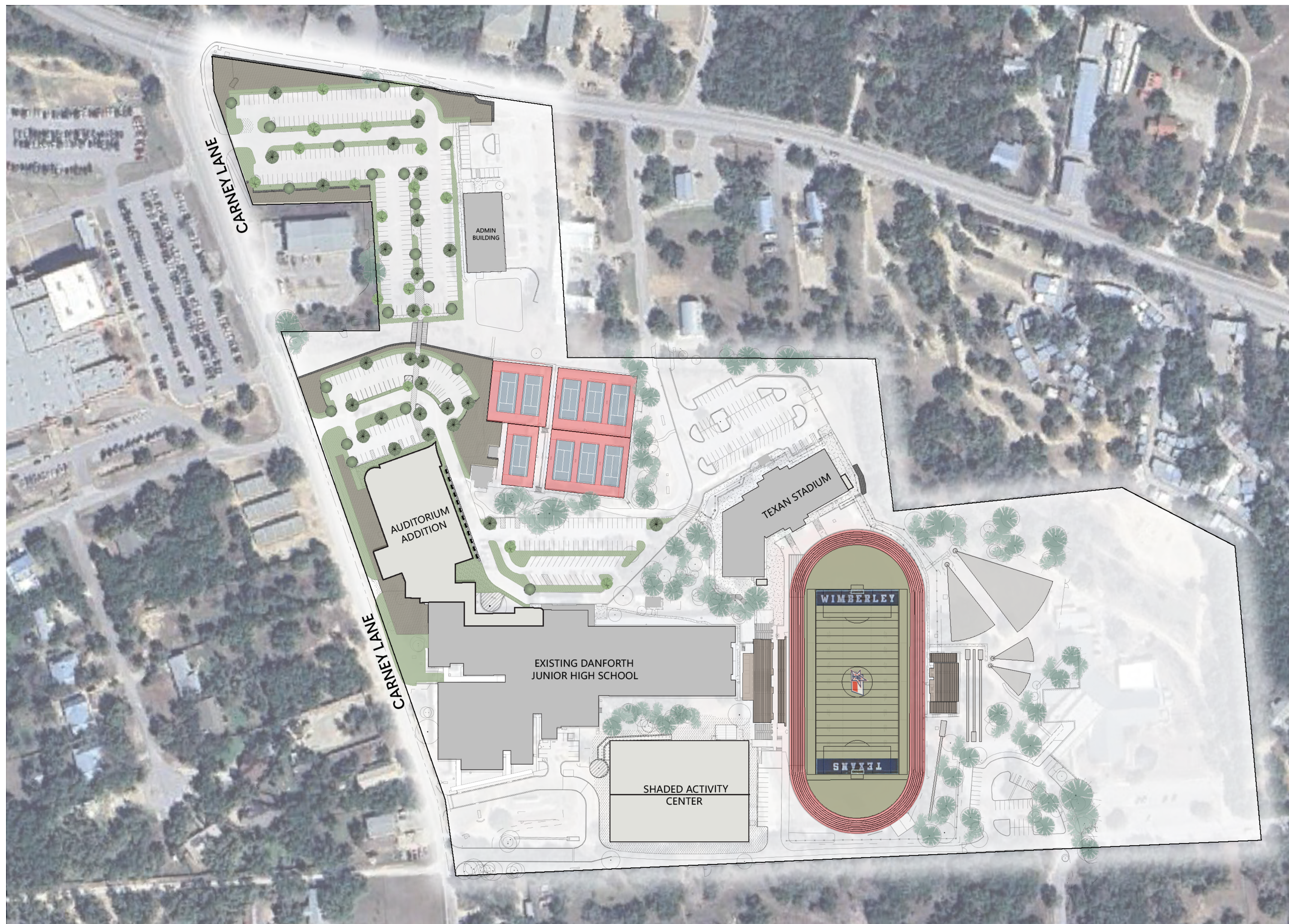


Figure 4 Shaded Multi-Purpose Activity Center Concept

All exterior renderings are conceptual final design pending

15. Compliance / Permitting

All conditions and requirements stated in this Exhibit and in the City's Code must be satisfied before the City issues building permits or certificates of occupancy for any phase of the project.



ORDINANCE NO. 2025-22

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS CHANGING THE ZONING DESIGNATION FOR APPROXIMATELY 23.54 ACRES OF PROPERTY LOCATED AT 200 TEXAN BLVD, WIMBERLEY, HAYS COUNTY, TEXAS, TO WIMBERLEY PLANNED DEVELOPMENT DISTRICT (WPDD) WITH A BASE ZONING DISTRICT OF PUBLIC FACILITIES (PF) AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; FINDINGS OF FACT; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

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

WHEREAS, in the course of adopting the regulations established by the Code, the Planning and Zoning Commission and City Council have given careful consideration to the unique qualities of the City, including the demographics of its inhabitants, the community’s history, geography, natural resources, existing structures, property values, workforce, education levels, commercial base, surrounding communities, public facilities and infrastructure; and,

WHEREAS, the regulations established by the Code have been adopted with reasonable consideration, among other things, for the character of each district and its peculiar suitability for the particular uses; with a view of conserving property values and encouraging the most appropriate use of land in the City; and,

WHEREAS, the regulations established by the Code and in this Ordinance are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City; and,

WHEREAS, the following enactments are a valid exercise of the City’s broad police powers and based upon the City’s statutory regulatory authority, including but not limited to Texas Local Government Code Chapters 51, 52, and 211; and,

WHEREAS, in accordance with section 9.03.098 of the Code, the Wimberley Planned Development District (WPDD) Zoning is permitted in all Planning Areas of the Comprehensive Plan, and the PUBLIC FACILITIES (PF) zoning district is permitted in Planning Area III; and,

WHEREAS, the purpose of the WPDD is to permit flexibility and creativity within a project to maximize the unique physical features of a particular site, encourage the efficient use of land and economic arrangement of improvements, as well as encourage the conservation of energy and natural resources; and,

WHEREAS, the proposed layout of improvements provides the most efficient and practical use of the property due to the shape of the subject property described herein; and,

WHEREAS, the property owner proposes to conserve and preserve existing natural resources and landscape features of the property by providing enhancements which will be in conformance with the City’s aesthetic goals; and,

WHEREAS, the City Council and Planning and Zoning Commission have carefully reviewed the requirements of the City’s Comprehensive Zoning Ordinance and has concluded that 200 Texan Blvd, Wimberley, Hays County, Texas (the “Property”) qualifies for the Wimberley Planned Development District (WPDD) Zoning, with a base zoning district of Public Facilities (PF) designation, and that such designation is consistent with established City policy and is in the public interest, subject to the conditions stated herein and to be constructed in accordance with the Development Plan to be submitted prior to the issuance of building permits, to be based on the Concept Plan and Design Standards of the subject property, attached hereto and incorporated herein as Exhibit “A” and Exhibit “B” respectively, which is hereby made a part of this WPDD Ordinance; and,

WHEREAS, parties in interest and citizens have had an opportunity to be heard at public hearings conducted by the Planning and Zoning Commission and City Council, on November 13, 2025 and November 20, 2025, respectively, notice of which was published in the City’s official newspaper before the 15th day before the first public hearing and agendas for each hearing were posted at City Hall more than seventy-two (72) hours prior to the respective hearing.

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

ARTICLE I. FINDINGS OF FACT

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

ARTICLE II. AMENDMENT

A. Zoning. That the property described as 200 Texan Blvd, Wimberley, Hays County, Texas (the “Property”) and more particularly described in the attached Exhibit “C”, (referred to herein as the “Property”) is hereby designated as a Wimberley Planned Development District, with a base zoning district of Public Facilities (PF) in accordance with the Code of Ordinances and subject to the WPDD Conditions described herein in Subsection B. Further, development and construction on the Property shall be in conformance with the Development Plan to be submitted prior to issuance of building permits, to be based on the Concept Plan, and Design Standards described on Exhibit “A” and “B” respectively, and incorporated by reference for all purposes.

B. WPDD Conditions

1. All provisions of the Public Facilities (PF) zoning district shall apply except as modified herein.
2. Development and construction of the Property shall be in conformance with the Concept Plan, which includes, but is not limited to, building layout, special amenities, square footages and parking, attached as Exhibit “A”, and

incorporated by reference for all purposes.

3. Development and construction of the Property shall be in conformance with the Design Standards attached as Exhibit “B” and incorporated by reference for all purposes.

4. All conditions and requirements provided in this Ordinance and the City’s Code of Ordinances must be complied with prior to the issuance of a building permit and certificate of occupancy.

5. All outdoor lighting on the Property shall comply with the provisions of the City of Wimberley Comprehensive Outdoor Lighting Ordinance.

6. All drainage improvements on the Property shall comply with the applicable provisions of the City of Wimberley Code of Ordinances relating to storm water management and water quality control.

All conditions and requirements provided in this Ordinance and the City’s Code of Ordinances must be complied with prior to the issuance of a building permit and certificate of occupancy.

ARTICLE III. ZONING DISTRICT MAP

The official Zoning District Map shall be revised to reflect the zoning district boundary established by this Ordinance.

ARTICLE IV. 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 by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality 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 V. EFFECTIVE DATE

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

ARTICLE VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this 20th day of November, 2025, by a vote of ____ (Ayes) to ____ (Nays) ____ (Abstain) vote of the City Council of the City of Wimberley, Texas

CITY OF WIMBERLEY

BY: _____
James T. Chiles, Mayor

ATTEST:

Tammy Heller, City Secretary

APPROVED AS TO FORM:

City Attorney

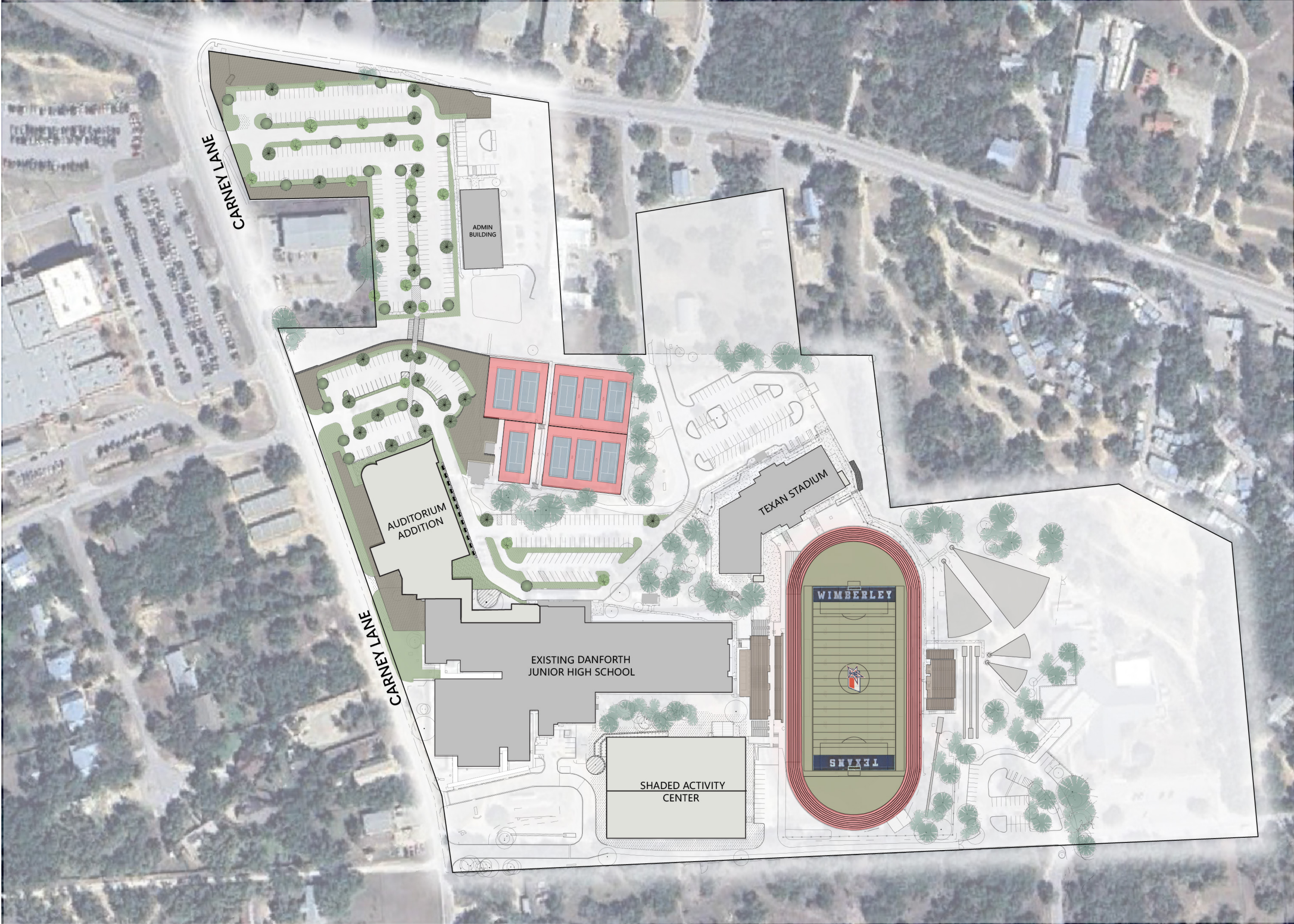


EXHIBIT “B”

Design Standards

Danforth Junior High School Campus Additions, Texan Stadium Improvements, and Shaded Multi-Purpose Activity Center

(Wimberley Planned Development District)

The Property described in Ordinance No. _____ for Case No. _____, generally known as the Wimberley ISD Danforth Junior High School campus located at and around 200 Texan Blvd., together with related athletic and performing arts facilities including Texan Stadium and the Shaded Multi-Purpose Activity Center site, shall be subject to the following Design Standards.

1. Purpose and Applicability

The purpose of this Exhibit is to authorize the specific public-school improvements planned for the Danforth campus and related stadium facilities and to give the District the development flexibility needed to build them on an existing, operating campus. This includes allowing the campus to construct taller educational, performance, and shade structures than would otherwise be permitted — specifically, a new educational auditorium and, separately, a Shaded Multi-Purpose Activity Center — even though these are two distinct buildings with different heights and functions. It also includes allowing an increase in the maximum building footprint so that each of these large, single-volume facilities can be built at the size required for their programs, and allowing the impervious cover percentage to be increased to meet the School District’s needs on the site. In limited areas, this Exhibit allows reduced setback requirements to accommodate circulation, queuing, shade or rainwater features, and utility or service elements along **Carney Lane** and internal drives. This Exhibit is further intended to recognize the multi-facility character of the site — junior high additions and renovations, Texan Stadium improvements, and the separate covered practice/multipurpose facility — and to regulate these improvements under a single WPDD development framework so that circulation, drainage, parking expansions, and safety and security upgrades occur in an integrated, campus-wide manner. Unless modified in this Exhibit, all provisions of the underlying zoning district and the City of Wimberley Code of Ordinances shall continue to apply to the Property.

3. Setback Requirements

Along Carney Lane and other public-facing rights-of-way, the campus shall maintain a minimum setback of ten (10) feet, except where driveways, utilities, accessible routes, stadium queuing areas, or landscape improvements must cross the setback. Except for the driveway and utility improvements, landscaping, signage, approved shade and rainwater-harvesting features, and firewater storage tanks and structures specifically identified on the campus plans, construction

within the setback is prohibited, and the setback shall not be used for the storage of materials, vehicles, trailers, or equipment.

4. Phased Development

The Property shall be developed in phases so that the school can remain in operation during construction. Phases may be carried out separately or concurrently, but each phase must show that traffic, parking, and drainage facilities are adequate to support the specific improvements being permitted.

5. Development and Construction Standards

Building Height Standards shall allow for the following:

- A. The educational auditorium is permitted to a maximum height of fifty (50) feet to accommodate the performance space, rigging, and back-of-house functions needed for educational and community use.
- B. The band hall addition and the gym entry additions are permitted to a maximum height of twenty-five (25) feet so that they remain compatible with the existing campus buildings.
- C. The Shaded Multi-Purpose Activity Center is permitted to a maximum height of sixty-five (65) feet at the roof or superstructure.

These building heights are necessary to meet the educational and athletic program needs of the District.

Not to Exceed Building Footprints:	Educational Facilities 150,000 square feet*
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Not to Exceed Floor Area:	Educational Facilities 150,000 square feet*
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Building footprints calculated to accommodate future educational facility needs for Wimberley Independent School District

Maximum Impervious Cover:	Seventy (70) percent of the Net Site Area
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Maximum Building Cover:	Sixty (60) percent of the Net Site Area
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6. Parking, Access, and Circulation

Parking shall be expanded and reconfigured generally as shown on the campus concept plan so that front parking is available to serve the new auditorium and additional parking is provided near the District administration facilities, with an overall target of approximately 200 new parking spaces to serve events, fine arts functions, and stadium use. Parking lots shall be interconnected to serve daily junior high operations, after-hours auditorium events, and stadium events without creating new curb cuts on FM 2325 or Texan Blvd. unless such curb cuts are

specifically identified on the approved concept plan. Accessible parking shall be reviewed and, where needed, increased to reflect the expanded auditorium occupancy and stadium capacity. Internal pedestrian routes shall connect parking fields to the auditorium entry, the gym entry, the stadium, and the Shaded Multi-Purpose Activity Center. All parking areas shall be screened and landscaped in accordance with City of Wimberley standards.

9. Landscaping, Tree Preservation, and Outdoor Improvements

Landscaping for all phases of the campus work shall follow the landscape approach identified for the Danforth campus and shall comply with City of Wimberley development codes and tree-mitigation requirements that are in effect at the time of permitting.

13. Architectural and Materials Standards

Drawing from the natural beauty and enduring character of the Texas Hill Country, its design weaves limestone and native materials into a setting that celebrates both heritage and innovation. The new construction on the campus shall be architecturally compatible with existing Wimberley ISD facilities, using masonry limestone and brick, durable metal systems, and a color palette consistent with the campus, while recognizing that the auditorium and the Shaded Multi-Purpose Activity Center are specialized structures. Stadium additions shall be finished to match or complement the materials and appearance of the existing stadium facilities.

14. Building Elevation Renderings



Figure 1 Auditorium NW Elevation Exterior Concept



Figure 2 Auditorium NW Elevation Exterior Concept



Figure 3 Danforth Junior High Gym Entry Elevation Exterior Concept



Figure 4 Shaded Multi-Purpose Activity Center Concept

All exterior renderings are conceptual final design pending

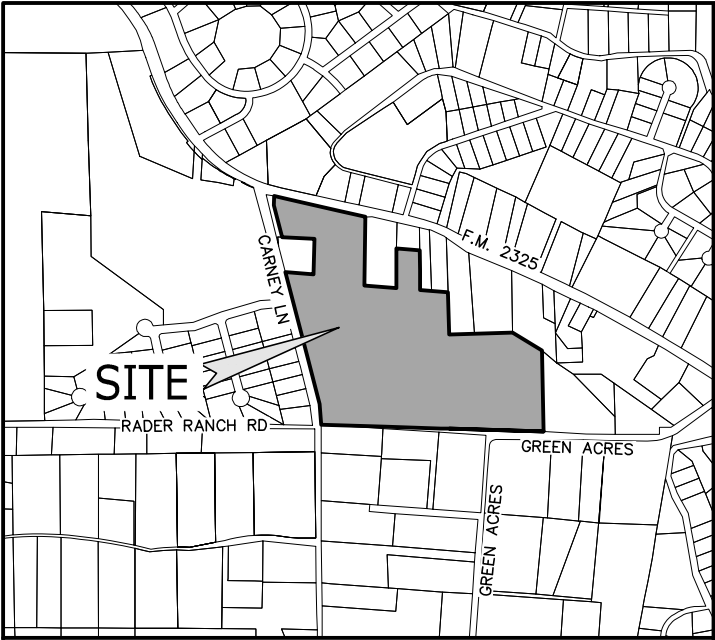
15. Compliance / Permitting

All conditions and requirements stated in this Exhibit and in the City's Code must be satisfied before the City issues building permits or certificates of occupancy for any phase of the project.

Exhibit C

REPLAT OF LOT 2, WEST END COMMERCIAL SUBDIVISION, ESTABLISHING WIMBERLEY I.S.D. SUBDIVISION HAYS COUNTY, TEXAS

BEING A TOTAL OF 41.308 ACRES (1,799,390.10 SQUARE FEET), ESTABLISHING WIMBERLEY I.S.D. SUBDIVISION, SITUATED IN THE BENJAMIN PAGE SURVEY NUMBER 64, ABSTRACT NUMBER 365, AND THE J.R. EDWARDS SURVEY, ABSTRACT NUMBER 172, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 3.461 ACRE TRACT, PREVIOUSLY PLATTED AS LOT 2, WEST END COMMERCIAL SUBDIVISION, AS RECORDED IN VOLUME 11, PAGE 299, BEING ALL OF A CALLED 2.30 ACRE TRACT, AS CONVEYED TO WIMBERLEY INDEPENDENT SCHOOL DISTRICT, BY SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 1075, PAGE 890, BEING ALL OF A CALLED 0.650 OF AN ACRE TRACT AND ALL OF A CALLED 0.645 OF AN ACRE TRACT, KNOWN AS TRACT ONE AND TRACT TWO RESPECTIVELY, AS CONVEYED TO WIMBERLEY INDEPENDENT SCHOOL DISTRICT, BY SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 4783, PAGE 819, BEING ALL OF A CALLED 0.413 OF AN ACRE TRACT, AS CONVEYED TO WIMBERLEY INDEPENDENT SCHOOL DISTRICT, BY WARRANTY DEED AS RECORDED IN VOLUME 662, PAGE 651, BEING ALL OF A CALLED 23.542 ACRE TRACT, AS CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, BY WARRANTY DEED AS RECORDED IN VOLUME 453, PAGE 483, AND BEING ALL OF A CALLED 10.20 ACRE TRACT, AS CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, BY WARRANTY DEED AS RECORDED IN VOLUME 451, PAGE 640, ALL BEING OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



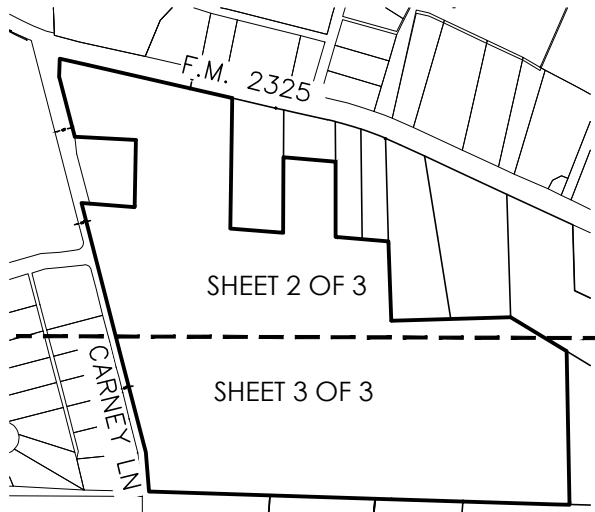
LOCATION MAP

NOT TO SCALE

PLAT NOTES:

1. ACCORDING TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) MAPS FOR HAYS COUNTRY, TEXAS, ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
2. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
3. BASED ON NATIONAL FLOOD HAZARD LAYER WEBSITE (LAST ACCESSED 2025-11-06), THE SUBJECT PROPERTY HEREON IS SHOWN TO BE LOCATED IN FLOOD ZONE "X", DESIGNATED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON COMMUNITY PANEL NUMBER 48029C0238G, HAVING AN EFFECTIVE DATE OF JANUARY 17, 2025. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. THIS PROPERTY IS LOCATED WITHIN THE CITY OF WIMBERLEY
5. IMPROVEMENTS EXIST ON THIS SITE BUT ARE NOT SHOWN.
6. BUILDING SETBACK LINES ARE PER CURRENT CITY OF WIMBERLEY ZONING ORDINANCE
7. THE CITY OF WIMBERLEY COMPREHENSIVE PLAN SHALL ALSO GOVERN THIS SUBDIVISION.
8. TOTAL NUMBER OF BUILDABLE LOTS: 1
9. NO OBJECT, INCLUDING BUILDING, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORMWATER, SHALL BE PLACED OR ERRECTED WITHIN A DRAINAGE EASEMENT. THE OWNER OF ANY LOT UPON WHICH DRAINAGE FACILITIES ARE LOCATED, INCLUDING DETENTION, SHALL BE RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF SUCH FACILITIES.
10. NO CONSTRUCTION OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL CITY OF WIMBERLEY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

PLAT NOTES APPLY TO EVERY PAGE
OF THIS MULTIPLE PAGE PLAT



INDEX MAP
NOT TO SCALE

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

MOY TARIN RAMIREZ ENGINEERS, LLC

SALVADOR A. SALAS, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6612
MOY TARIN RAMIREZ ENGINEERS, LLC
5723 UNIVERSITY HEIGHTS BLVD., STE. 103
SAN ANTONIO, TEXAS 78249
PHONE:(210) 698-5051

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

_____, P.E.
LICENSED PROFESSIONAL ENGINEER NO. _____

PHONE: _____

WATER:

WIMBERLEY WATER SUPPLY
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

WASTEWATER:

AQUA TEXAS
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE CITY OF WIMBERLEY.

ELECTRIC:

PEDERNALES ELECTRIC COOPERATIVE, INC. (PEC)

TELEPHONE:

FRONTIER

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS AND COORDINATES CITED WERE ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.

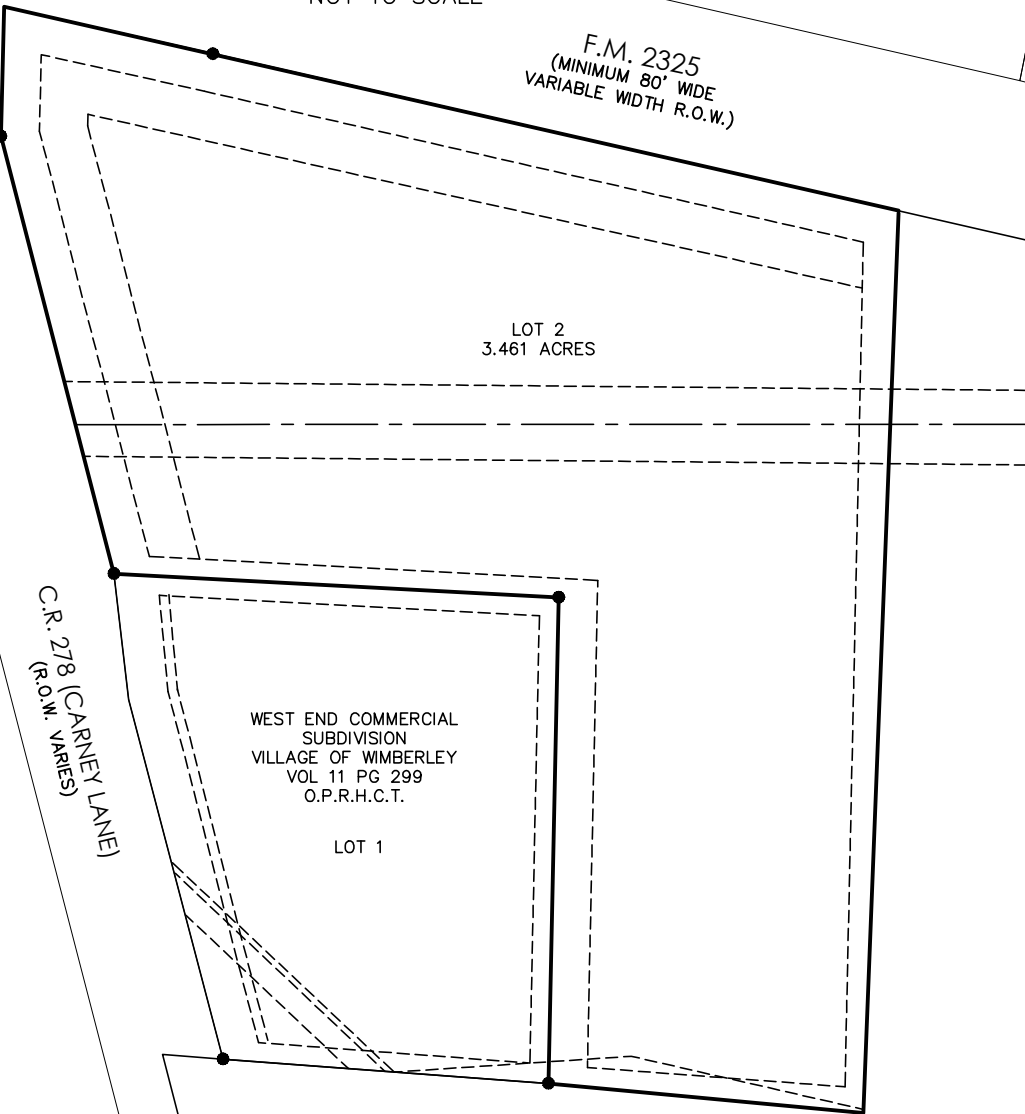
THIS PLAT OF, _____, WIMBERLEY I.S.D. SUBDIVISION _____, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WIMBERLEY, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED. DATED THIS _____

DAY OF _____, A.D. 20____.

BY: _____ CHAIRMAN

BY: _____ SECRETARY

ORIGINAL CONFIGURATION NOT TO SCALE



REPLAT OF LOT 2 WEST END COMMERCIAL SUBDIVISION VILLAGE OF WIMBERLEY

STATE OF TEXAS
COUNTY OF HAYS,

I HEREBY CERTIFY THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS TO WHICH APPROVAL IS REQUIRED.

PLANNING AND DEVELOPMENT COORDINATOR
CITY OF WIMBERLEY, TEXAS

CITY ADMINISTRATOR
CITY OF WIMBERLEY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS,

BASED UPON THE REPRESENTATION OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE CITY OF WIMBERLEY. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATION OF THE FACTS ALLEGED. THE CITY OF WIMBERLEY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATIONS OF THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

CITY ADMINISTRATOR
CITY OF WIMBERLEY, TEXAS



• Engineers
• Surveyors
• Planners

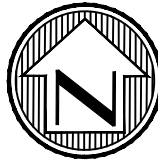
Moy Tarin Ramirez Engineers, LLC

TBPELS: ENGINEERING F-5297/SURVEYING: F-10131500
5723 UNIVERSITY HEIGHTS BLVD., STE. 103
SAN ANTONIO, TEXAS 78249

TEL: (210) 698-5051

FAX: (210) 698-5085

DATE OF PREPARATION: NOVEMBER 13, 2025



STATE OF TEXAS
COUNTY OF HAYS

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS INDICATED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEY, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: ROB CAMPBELL

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED

_____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE.

THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC, HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS,

THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF WIMBERLEY, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION AND THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.

BY: _____ CITY ENGINEER

VILLAGE OF WIMBERLEY
CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF HAYS COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF HAYS COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARED THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THIS PLAT WAS APPROVED BY THE SAID COMMISSIONERS COURT.

DATED THIS ____DAY OF _____, A.D. 20____.

COUNTY JUDGE, HAYS COUNTY, TEXAS

COUNTY CLERK, HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

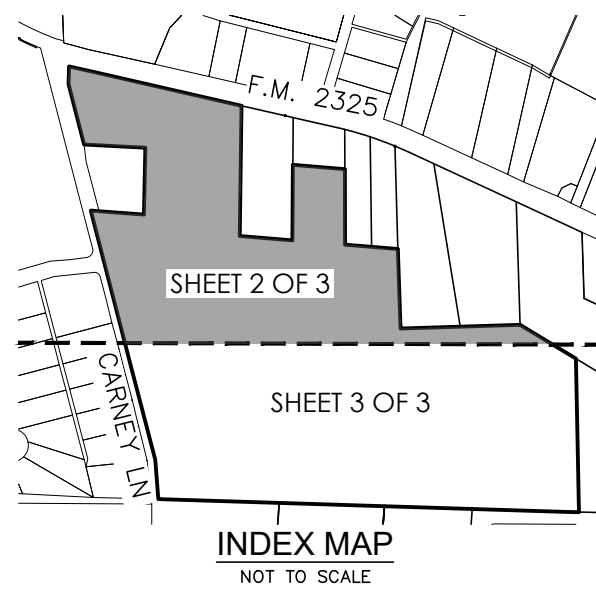
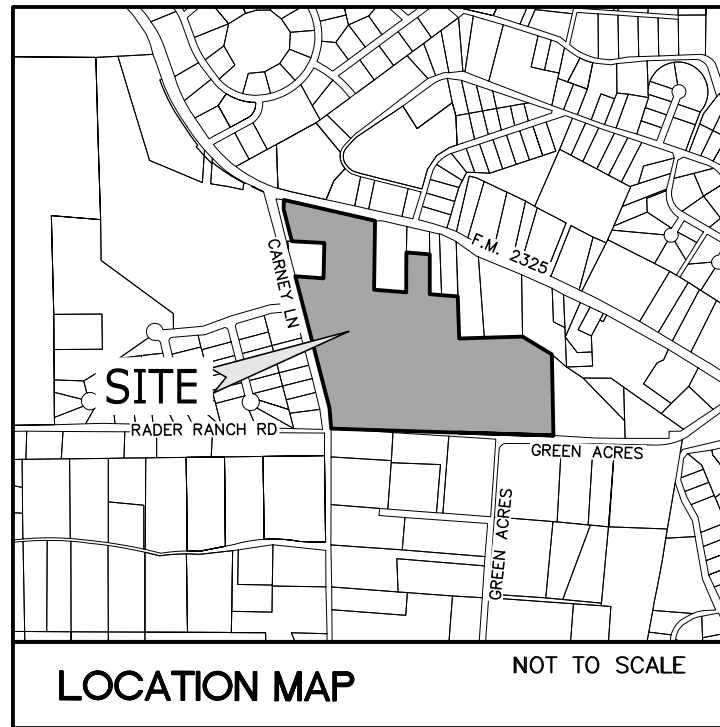
I, _____, COUNTY CLERK OF HAYS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20____, AT _____ M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 20____, AT _____ M. IN THE RECORDS OF _____ AND _____ OF SAID COUNTY, IN BOOK VOLUME _____ ON PAGE _____. IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20____.

COUNTY CLERK, HAYS COUNTY, TEXAS

BY: _____, DEPUTY

PRELIMINARY PLAT

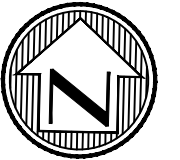
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.



PLAT NOTES APPLY TO EVERY PAGE
OF THIS MULTIPLE PAGE PLAT

REPLAT OF LOT 2, WEST END COMMERCIAL SUBDIVISION, ESTABLISHING WIMBERLEY I.S.D. SUBDIVISION HAYS COUNTY, TEXAS

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SCALE: 1"=100'



• Engineers
• Surveyors
• Planners

Moy Tarin Ramirez Engineers, LLC

TBPELS: ENGINEERING F-5297/SURVEYING: F-10131500
5723 UNIVERSITY HEIGHTS BLVD., STE. 103
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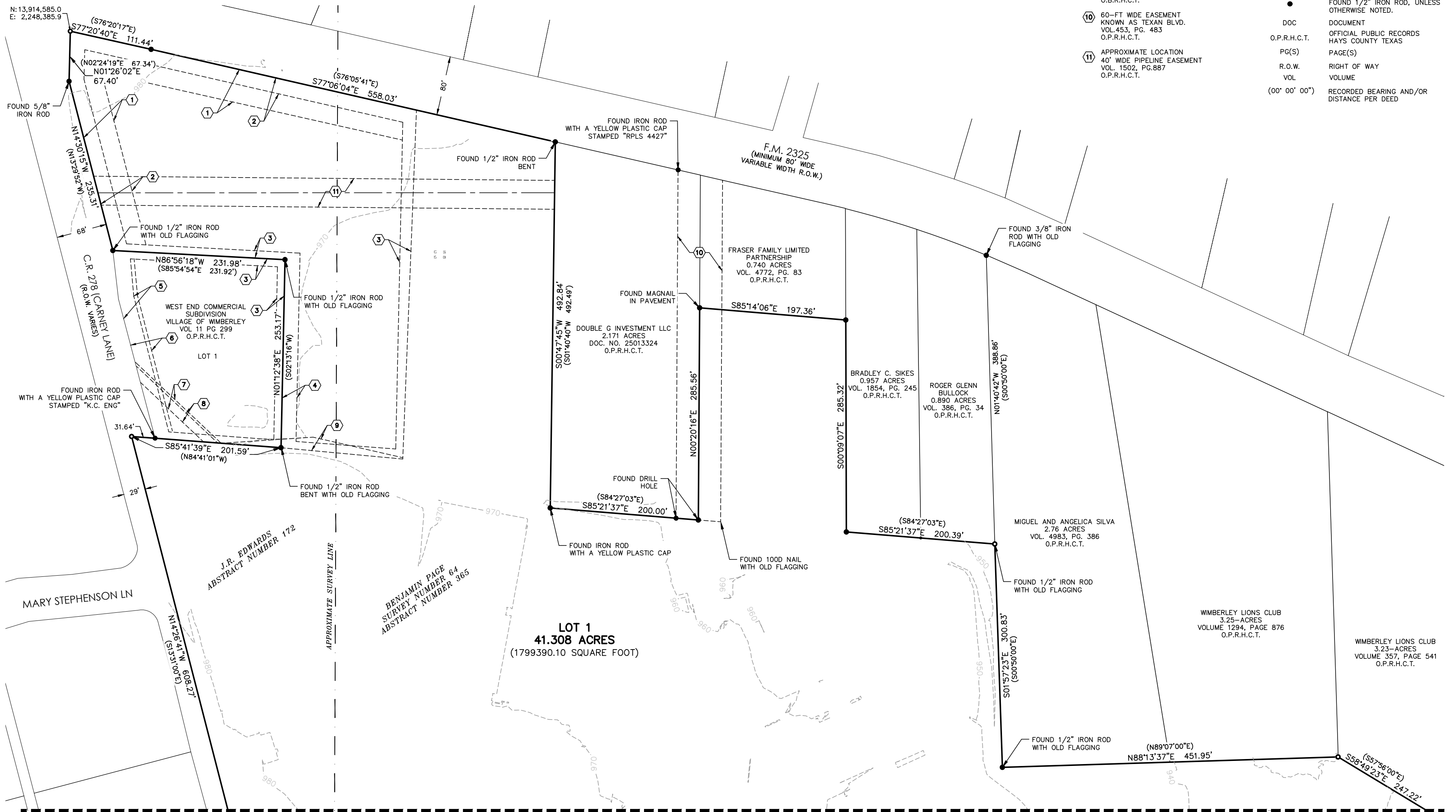
TEL: (210) 698-5051 FAX: (210) 698-5085

KEYNOTES

- 45' BUILDING SETBACK LINE
VOL. 11, PG. 299
O.B.R.H.C.T.
- 20' UTILITY EASEMENT
VOL. 11, PG. 299
O.B.R.H.C.T.
- 10' BUILDING SETBACK LINE,
UTILITY EASEMENT
VOL. 11, PG. 299
O.B.R.H.C.T.
- 20' BUILDING SETBACK LINE,
UTILITY EASEMENT
VOL. 11, PG. 299
O.B.R.H.C.T.
- 20' UTILITY EASEMENT
VOL. 11, PG. 299
O.B.R.H.C.T.
- 25' UTILITY EASEMENT
VOL. 11, PG. 299
O.B.R.H.C.T.
- 15' DRAINAGE EASEMENT
VOL. 11, PG. 299
O.B.R.H.C.T.
- 12' DRAINAGE EASEMENT
VOL. 11, PG. 299
O.B.R.H.C.T.
- VARIABLE DRAINAGE EASEMENT
VOL. 11, PG. 299
O.B.R.H.C.T.
- 60'-FT WIDE EASEMENT
KNOWN AS TEXAN BLVD.
VOL. 453, PG. 483
O.P.R.H.C.T.
- APPROXIMATE LOCATION
40' WIDE PIPELINE EASEMENT
VOL. 1502, PG.887
O.P.R.H.C.T.

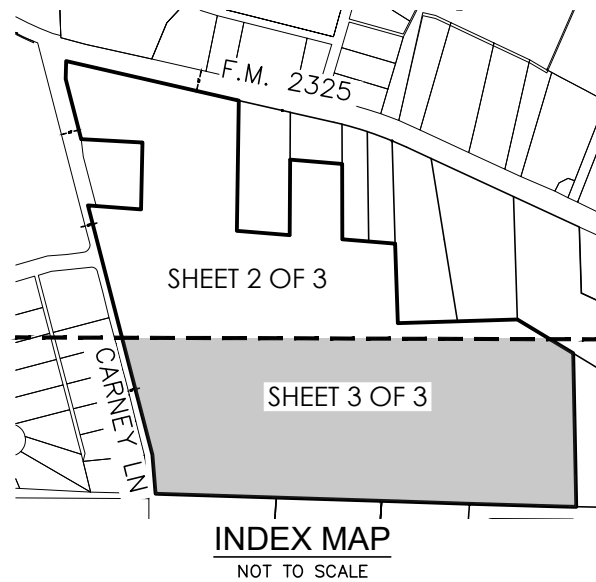
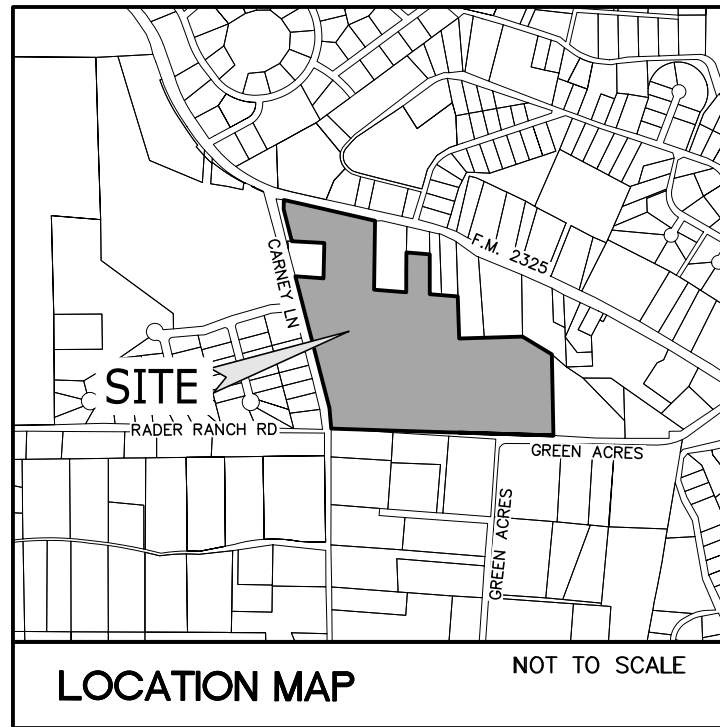
LEGEND

-- 609 --	EXISTING CONTOUR
●	SET 1/2" IRON RODS WITH AN ORANGE PLASTIC CAP STAMPED "MTR ENG"
●	FOUND 1/2" IRON ROD, UNLESS OTHERWISE NOTED.
DOC	DOCUMENT
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS HAYS COUNTY TEXAS
PG(S)	PAGE(S)
R.O.W.	RIGHT OF WAY
VOL	VOLUME
(00° 00' 00")	RECORDED BEARING AND/OR DISTANCE PER DEED



MATCHLINE "A" SEE SHEET 3 OF 3

SHEET 2 OF 3



PLAT NOTES APPLY TO EVERY PAGE
OF THIS MULTIPLE PAGE PLAT

REPLAT OF
LOT 2, WEST END COMMERCIAL SUBDIVISION,
ESTABLISHING
WIMBERLEY I.S.D. SUBDIVISION
HAYS COUNTY, TEXAS

BEING A TOTAL OF 41.308 ACRES (1,799,390.10 SQUARE FEET), ESTABLISHING WIMBERLEY I.S.D. SUBDIVISION, SITUATED IN THE BENJAMIN PAGE SURVEY NUMBER 64, ABSTRACT NUMBER 365, AND THE J.R. EDWARDS SURVEY, ABSTRACT NUMBER 172, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 3.461 ACRE TRACT, PREVIOUSLY PLATTED AS LOT 2, WEST END COMMERCIAL SUBDIVISION, AS RECORDED IN VOLUME 11, PAGE 239, BEING ALL OF A CALLED 2.30 ACRE TRACT, AS CONVEYED TO WIMBERLEY INDEPENDENT SCHOOL DISTRICT, BY SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 1075, PAGE 890, BEING ALL OF A CALLED 0.650 OF AN ACRE TRACT AND ALL OF A CALLED 0.645 OF AN ACRE TRACT, KNOWN AS TRACT ONE AND TRACT TWO RESPECTIVELY, AS CONVEYED TO WIMBERLEY INDEPENDENT SCHOOL DISTRICT, BY SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 4783, PAGE 819, BEING ALL OF A CALLED 0.413 OF AN ACRE TRACT, AS CONVEYED TO WIMBERLEY INDEPENDENT SCHOOL DISTRICT, BY WARRANTY DEED AS RECORDED IN VOLUME 662, PAGE 651, BEING ALL OF A CALLED 23.542 ACRE TRACT, AS CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, BY WARRANTY DEED AS RECORDED IN VOLUME 453, PAGE 483, AND BEING ALL OF A CALLED 10.20 ACRE TRACT, AS CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, BY WARRANTY DEED AS RECORDED IN VOLUME 451, PAGE 640, ALL BEING OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



SCALE: 1"=100'
0 100 200



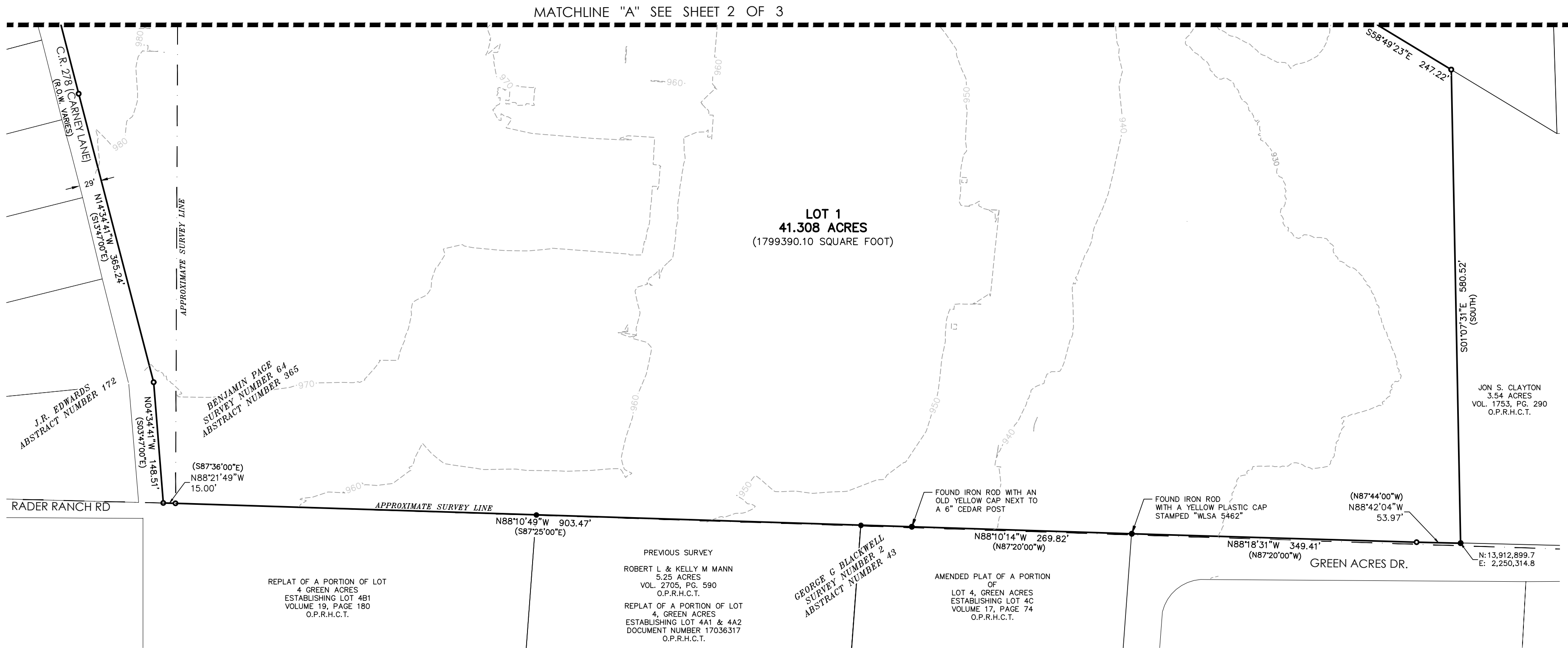
• Engineers
• Surveyors
• Planners

Moy Tarin Ramirez Engineers, LLC

TBPELS: ENGINEERING F-5297/SURVEYING: F-10131500
5723 UNIVERSITY HEIGHTS BLVD., STE. 103
SAN ANTONIO, TEXAS 78249
TEL: (210) 698-5051 FAX: (210) 698-5085

LEGEND

- 609 --- EXISTING CONTOUR
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- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY TEXAS
- PG(S) PAGE(S)
- R.O.W. RIGHT OF WAY
- VOL VOLUME
- (00° 00' 00") RECORDED BEARING AND/OR DISTANCE PER DEED





AGENDA ITEM:	1. Receive the FY2025 Annual Parks Report. <i>(Erica Flocke, Interim Parks Director)</i>
SUBMITTED BY:	
DATE SUBMITTED:	11/10/2025
MEETING DATE:	November 20, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Annual Report FY2025 - Parks



WIMBERLEY

PARKS AND RECREATION

FY2025 ANNUAL REPORT



TABLE OF CONTENTS

01 - WHO WE ARE

02 - HIGHLIGHTS

03 - NATURAL RESOURCES
AND MAINTENANCE

04 - PARK OPERATIONS

05 - PROGRAMS & EVENTS

06 - COMMUNITY CENTER

07 - ONGOING PROJECTS

08 - FINANCIAL REPORTS



WHO WE ARE



Full Time Park Staff

Bryce Burkhalter - Natural Resources and Maintenance Manager
Cameron Savage - Customer Service Representative
Erica Flocke - Park Operations Manager/Interim Director
Isabella St. John - Recreation Specialist
Rachel Littleton - Recreation Manager
Ryan Zizzo - Park Maintenance Technician
Samantha Engemoen - Community Center Manager
Will Eschenburg - Park Maintenance Technician

Year Round Part Time Park Staff

Brent Romero - Facility Maintenance Technician
Buddy Springer - Park Supervisor
Heidii Wasserburger - Park Supervisor
Jillian Whitehead - Park Supervisor
Katherine Lemmon - Park Supervisor
Maya Anthony - Facility Maintenance Technician
Tyler Jarry - Park Supervisor

Parks & Recreation Advisory Board

Amy Crowell - Member
Anthony Deringer - Secretary
Leah Cuddeback - Chair
Lee Ann Linam - Member
Lin Weber - Member
Lori Olson - Vice-Chair
Rachel Buchanan - Member

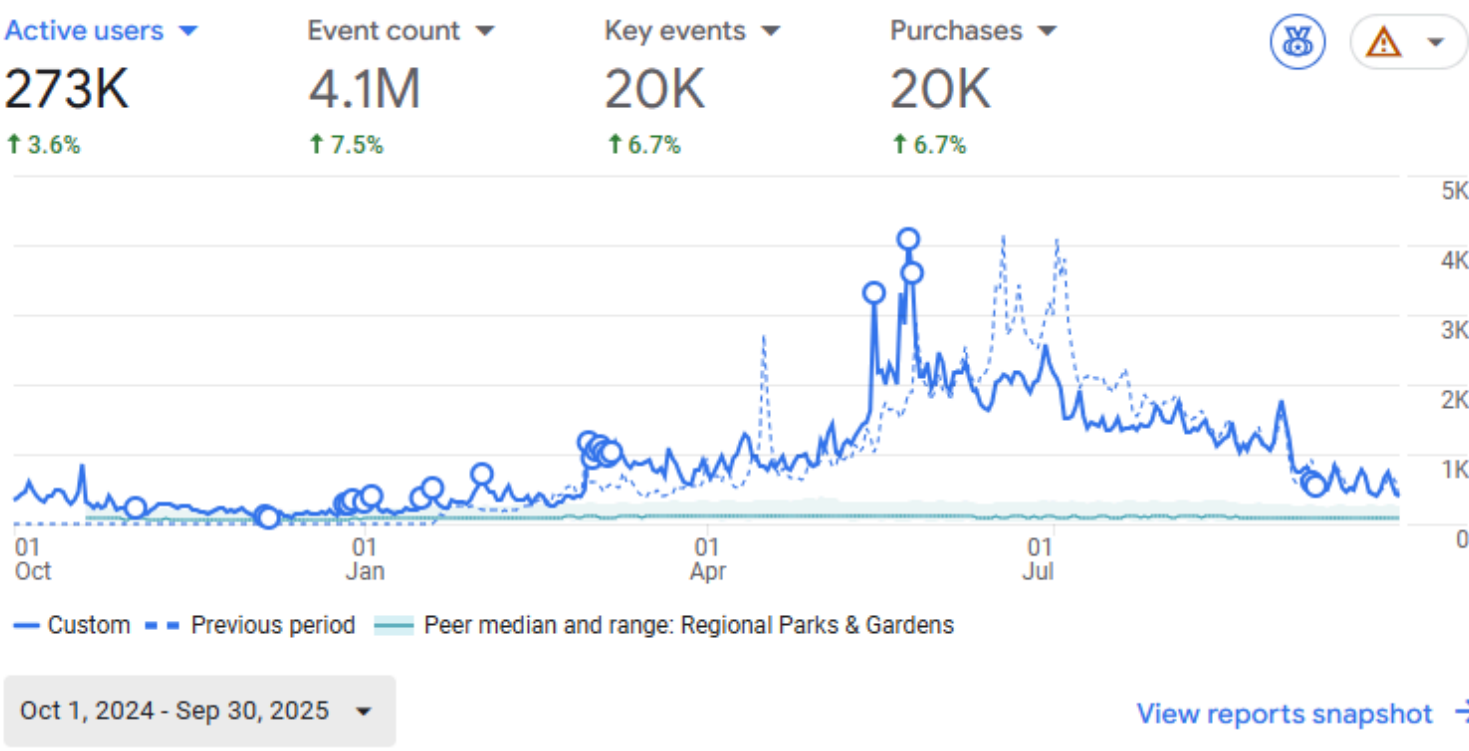
Mission: "To enhance the quality of life of current and future citizens of Wimberley by protecting our natural resources, providing safe spaces for recreation, and encouraging environmental education through our parks, trails, and open spaces while fostering a creative community through our programs and events"

HIGHLIGHTS

- Blue Hole Nature Center project received \$3 million in funding from 2020 Hays County Parks Bond
- 10-year Memorial Day flood anniversary benefit concert sold over 300 tickets and had 19 sponsors
- Wimberley awarded prestigious Bird City Texas certification by Texas Parks and Wildlife Department
- Texas Recreation and Park Society Central Region Awards
 - 1 maintenance award
 - 4 photography awards
- Hosted a successful Lower Colorado River Authority Steps Forward Day to re-paint Old Baldy handrails
- Completion of the Marilee Wood Memorial Garden by Friends of Wimberley Parks
- Blue Hole Regional Park map re-design in collaboration with Texas State University

Website (wimberleyparksandrec.com) Analytics

- 273,000 active users — up 3.6% from the previous year.
- 4.1 million total interactions (events) — up 7.5% from previous year.
- 20,000 key events — up 6.7%, including actions such as viewing key pages, or checking park information.
- 20,000 online purchases — up 6.7%, representing swim passes, rentals, and other transactions.
- Traffic trends: steady through fall and winter, rising sharply in spring, peaking in summer, and tapering off into fall.
- Performance exceeded industry benchmarks, with engagement levels well above the median for the Regional Parks & Gardens category.



NATURAL RESOURCES AND MAINTENANCE

- 21 volunteers contributed a total of 312 recorded hours across Wimberley parks during Wednesday Workgroup days.
- Painted handrails during the LCRA volunteer workday at Old Baldy Park.
- Built and installed new vendor stalls at Oak Park.
- Completed native seed planting projects at Blue Hole Regional Park and the Wimberley Community Center.
- Replanted and redesigned the front garden bed at the Wimberley Community Center with drought-tolerant cacti.
- Conducted E. coli testing throughout the summer to monitor water quality.
- Collected native seeds and planted wildflowers throughout Blue Hole Regional Park.
- Repaired and refreshed multiple mulch trails across the park system.
- Built a mud kitchen for Blue Hole Nature Camp to support nature-based play.
- Constructed and installed a new chalkboard at Oak Park for community use.
- Installed decorative wood wall slats to enhance interior accent walls at the Wimberley Community Center.
- Repaired and restored the fountain to full operation at Martha Knies Community Park.
- Planted trees around the soccer fields and recreation loop to expand shade and habitat.
- Installed an automatic gate at Blue Hole Regional Park to improve access and security.
- Built and installed lockers for Blue Hole swim guests to use.
- Flood mitigation work completed and a new bridge installed at Patsy Glenn Refuge.
- Maintenance staff assisted in cutting and clearing fallen trees after a major storm.



PARK OPERATIONS

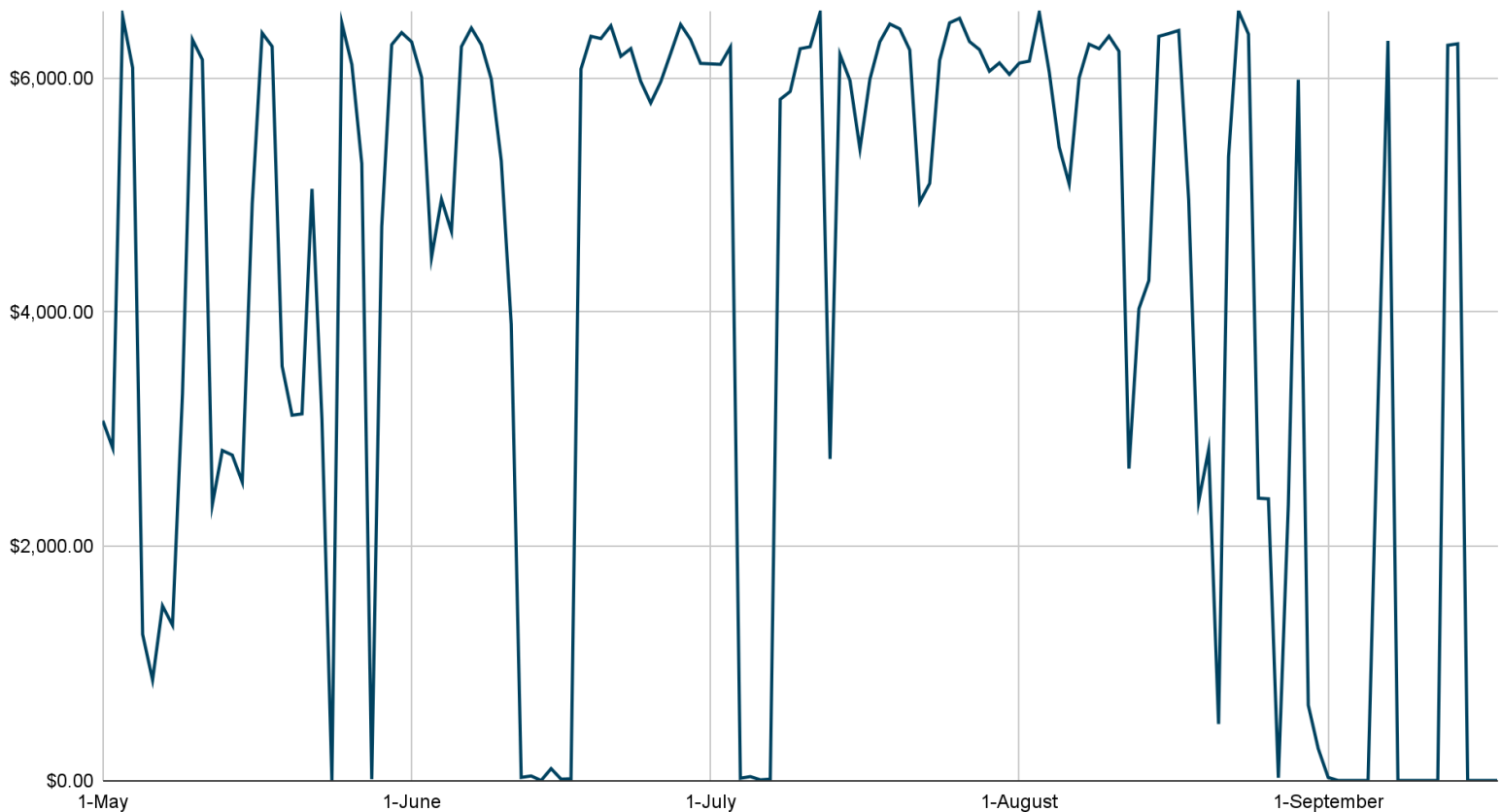
Swim Season Overview

- TripAdvisor Travelers' Choice Award – Blue Hole Regional Park recognized among the top 10% of attractions worldwide.
- 68,627 half-day passes sold generating \$628,999 gross revenue
- 402 season passes sold for an additional \$45,525 gross.
- Merchandise sales totaled \$58,231 gross across t-shirts, floaties, hats, stickers, towels, and more.
- Major weather events every holiday weekend caused closures due to flooding and storms but operations recovered quickly.
- Visitors came from across the United States and 17 other countries, with top visitor zip codes from Austin (78704, 78745, 78749) and Dripping Springs (78620).
- 10 seasonal staff hired to support summer operations.

Operations Highlights

- 112 facility rentals and 11 weddings hosted at Blue Hole Regional Park.
- Staff contributed to facility enhancements, improved customer service workflows, and successful program implementation.

2025 Swim Season



PROGRAMS AND EVENTS

- Distributed 3,000 Activity Guides and mailed 6,685 postcards promoting programs and events.
- Over 10,800 program, event and camp attendees – a 45% increase over 2024.
- 3,000+, more program attendees than 2024.
- Programs that consistently sold out include: Owl Prowl, Firefly Watch, and Creekside Campout.
- Generated \$185,657 in special event revenue.
- Collected over \$8,000 in sponsorships for programs and special events.

Polar Bear Plunge & 5K	Creekside Campout*	Bocce Ball*	Wimberley Summer Camp*	Howl at the Moon Dance
Community Workout*	Spring Break Camp	Wimberley Nights*	Sustainability Workshop*	Boo! Hole Halloween
Guided Hikes*	Owl Prowl*	Birds & Brew*	Tie-Dye Day	Kickball League*
Super Dimension Gaming*	Sand Volleyball*	Community Garage Sale*	Movie in the Park	Haunted Trail*
Valentine's Gala	Camp No Kids	Archery	Back to School Bash	Nature Camp*
Snap & Stroll*	Concerts in the Park*	Migratory Bird Day Seminar	Shakespeare in the Park*	Star Party*
Painting with Parks*	Wimberley Film Festival	Firefly Watch*	Suicide Awareness Walk	Cornhole League*

*indicates a recurring program or event



COMMUNITY CENTER

Facility Highlights

- Upgraded AV systems in all rooms, including 12' and 100" motorized projection screens and two TVs for Johnson Hall.
- Installed new limestone entry sign with bronze medallion.
- Interior repainting and natural wood accent walls in Blanco & Cypress rooms.
- Exterior gable and trim resurfaced and painted.
- Volunteer-led succulent garden and native landscaping added.
- Customer counter installed (May 2025).

Attendance & Programs

- General Attendance (May–Sept 2025): 15,585
- Program Attendance: 2,191
 - Zumba 1,569 / Gentle Yoga 280 / Summer Camp 116 / Community Thanksgiving 113 / Super Dimension 71 / Garage Sale 37 / Belly Dancing 5
- Customer Service Calls: 7,546

Community Use

- Recurring: Weekly Church Fellowship & Alzheimer's Group; Monthly Beaders, Birders, Art League, and Lions Club.
- Annual: Art & Craft Fairs, Civic Club Fundraisers, Chamber "State of" Events, Crime Stoppers, WIC Pie Social, Texas Parasport Clinic, Community Thanksgiving.
- Youth & Private Events: WHS banquets, homeschool dances, 6 memorials, 4 weddings, 5 baby showers, plus HOA and milestone gatherings.



ONGOING PROJECTS

As we look to FY2026, our focus remains on sustainable growth, community collaboration, and enhancing the visitor experience while protecting Wimberley's natural resources. Key priorities include expanding quality programming, strengthening volunteer engagement, and increasing partnerships and sponsorships.

Martha Knies Playground

- This project will replace the aging play structure with a modern, inclusive, and nature-inspired design that reflects the character of Wimberley.

Blue Hole Nature Center

- The Blue Hole Nature Center project is currently in the Discovery Phase, led by Lake Flato Architects in partnership with Lionheart Places. During this phase, the design team is reconciling the 2020 concept plan with current budget, site constraints, and community input. The project was awarded \$3 million from the 2020 Hays County Parks Bond.

Oak Park Stage and Vendor Stalls

- Permanent vendor stalls have been installed, creating opportunities for markets, festivals, and community events. Stage construction is scheduled to begin in November 2025. The area will support live music, performances, and educational programming.

Aquatic Feasibility Study

- This study will evaluate current and future aquatic needs for the Wimberley community, including the potential for a public pool, splash pad, or other water-based recreation features.

Master Plan Implementation Projects

- Trail connection, land acquisition, spray field project, leveled treatment area project, trails wayfinding project, and other initiatives as opportunities emerge.



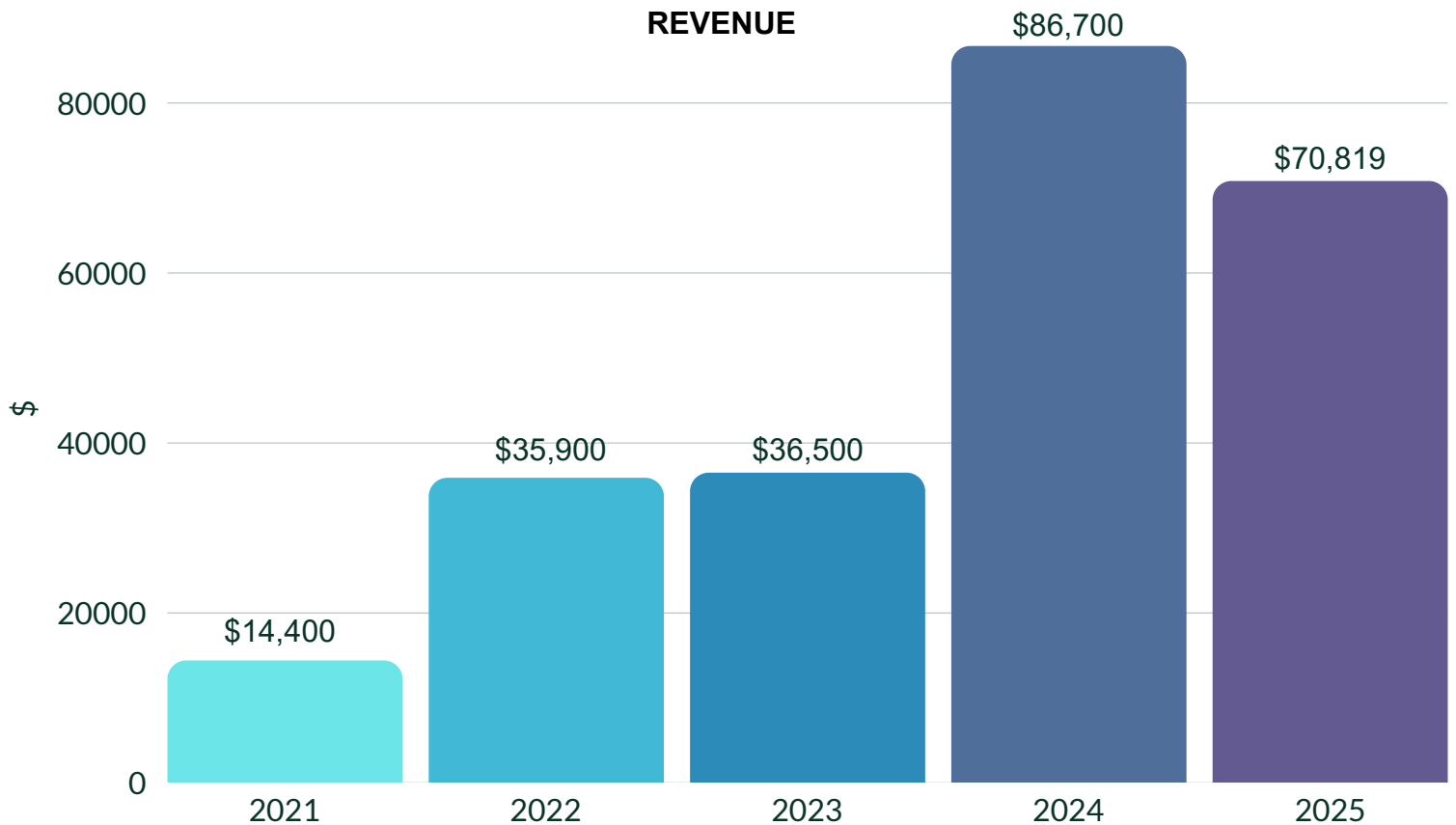
COMMUNITY CENTER FINANCIAL REPORT

REVENUE

Item	Projected Revenue	Actual Revenue
Facility Rentals	\$60,300	\$57,174
Special Events	\$15,000	\$13,630
Vending/ Merchandise	\$0.00	\$15
TOTAL	\$75,300	\$70,819

EXPENSE

Item	Budget	Expenditures
Personnel Services	\$168,500	\$159,784
Other Services & Charges	\$24,600	\$24,039
Supplies/ Maintenance	\$66,500	\$70,450
TOTAL	\$259,600	\$254,273



PARKS FINANCIAL REPORT

REVENUE

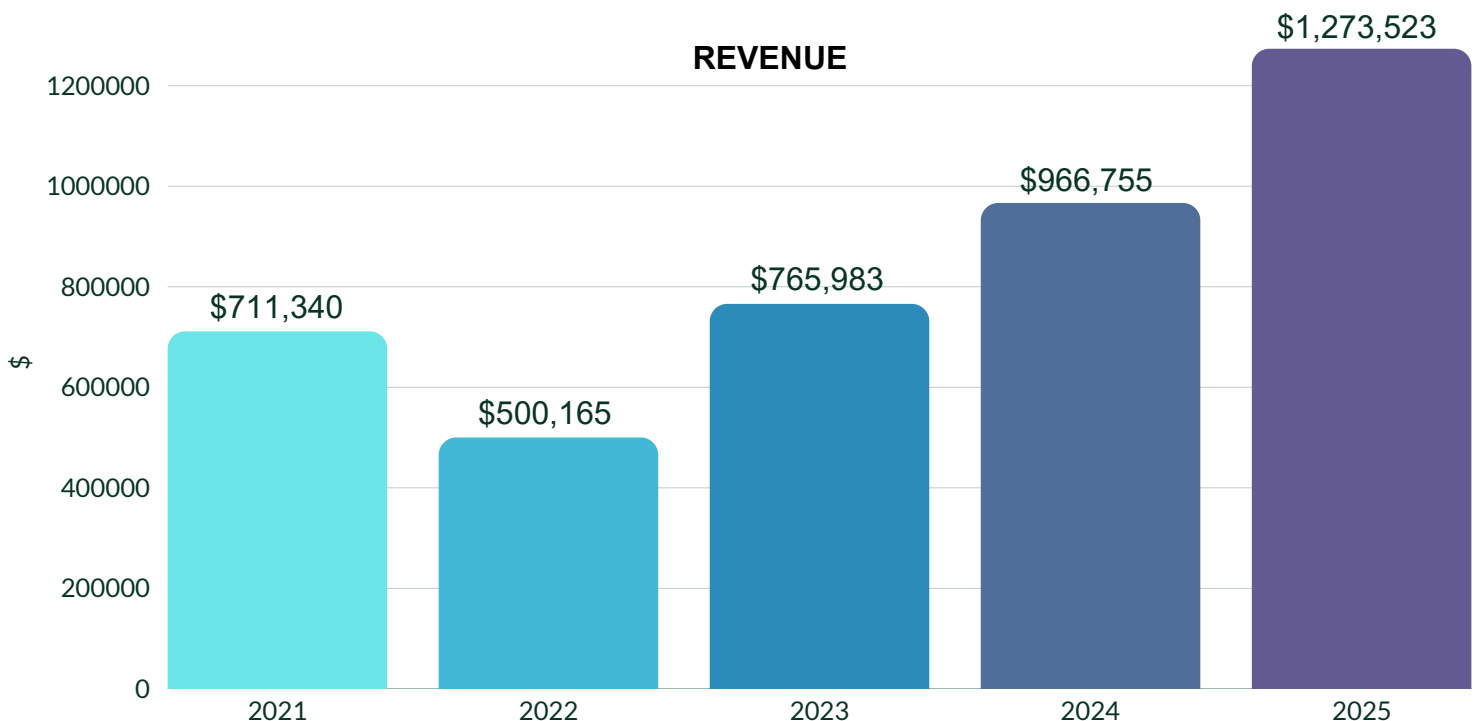
Item	Projected Revenue	Actual Revenue
Reservations/ Gate Fees	\$580,000	\$683,803
Facility Rentals	\$30,000	\$26,137
Vending/ Merchandise	\$50,000	\$60,932
Special Events	\$150,000	\$185,657
Interest Revenues	\$28,000	\$32,016
Other/Misc	\$15,000	\$282,978*
Designated Funds	\$0	\$2,000
TOTAL	\$853,000	\$1,273,523

EXPENSE

Item	Budget	Expenditures
General Fund Supplies & Maintenance	\$9,500	\$11,370
Personnel Services	\$658,000	\$638,769
Other Services & Charges	\$86,400	\$115,729
Supplies & Maintenance	\$88,600	\$121,532
Miscellaneous/ Merchandise	\$20,000	\$67,485
TOTAL	\$862,500	\$954,885

*includes \$271,929 TPWD grant reimbursement

REVENUE







AGENDA ITEM:	1. Discuss and consider possible action on a Professional Services Agreement with Lake Flato for the construction of the Blue Hole Nature Center. <i>(Erica Flocke, Interim Parks Director)</i>
SUBMITTED BY:	
DATE SUBMITTED:	11/10/2025
MEETING DATE:	November 20, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. B101-2017-25039.P-Wimberley Blue Hole Nature Center-FINAL
2. Exhibit B - Design Fees Full Serv



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighteenth day of August in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Wimberley
100 Blue Hole Lane
Wimberley, TX 78676

and the Architect:
(Name, legal status, address and other information)

Lake Flato Architects, Inc.
311 Third Street
San Antonio, TX 78205

for the following Project:
(Name, location and detailed description)

Wimberley Blue Hole Nature Center
333 Blue Hole Lane
Wimberley, TX 78676

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

- Classroom Building: 2080 SF

(2) large, conditioned classrooms with operable partition door connection, exhibit learning space, general storage, table and chair storage, mechanical room.

- Restroom Building: 1030 SF

(2) gender separated, conditioned restrooms with four water closets each, Janitors closet, and mechanical room.

- Covered Outdoor Porch/ Circulation: Approx 1900 SF

- Wetland/ Green Stormwater Infrastructure: 10,000 SF

- Landscaped Outdoor Courtyard: 4000 SF

- Roadway + Parking: Approx 10,000 SF

ADA accessible parking, school bus drop-off & turn around, limited visitor parking.

See Exhibit A, Architect's Proposal – Discovery Scope. To the extent any terms or conditions in Exhibit A conflict with this Agreement, this Agreement shall govern.

§ 1.1.2 The Project's physical characteristics:

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User Notes:

(2051242545)

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Wimberley Blue Hole Nature Center
333 Blue Hole Lane
Wimberley, TX 78676

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$4,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Discovery – September – October 2025
Schematic Design – November – December 2025
Design Development – January 2026 – March 2026
Construction Documents – March – May 2026
Bidding – June 2026

.2 Construction commencement date:

September 2026

.3 Substantial Completion date or dates:

August 2027

.4 Other milestone dates:

Not applicable.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Negotiated contract.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Below are the sustainability goals outlined in the RFP, SITES and Living Building Challenge have been removed. LEED Platinum and One Water are required certifications. Nature Explore Classrooms + Dark Sky are aspirational goals.

Project Goals:

Aligned with the 2012 Hays County Parks Master Plan, this project will improve water quality, conserve natural resources, and enhance communication connections to the Texas Hill Country. It will support Wimberley's award-winning Nature Camp Program, while promoting sustainability through innovative design.

Project Requirements:

Init.

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User Notes:

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Building Standards and Certifications:

- **Complete One Water Design:** Holistic water management, incorporating net zero water practices such as onsite reuse, rainwater harvesting, greywater recycling, and stormwater systems.
- **LEED Certification:** Achieve Platinum LEED certification with a focus on sustainable materials, energy efficiency, and indoor environmental quality.
- **Dark Sky:** Comply with all Dark Sky International Certified Community requirements.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Richard Shaver
Director, Parks and Recreation
City of Wimberley
100 Blue Hole Lane
Wimberley, TX 78676

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Raba Kistner, Inc.
1909 W. Braker Lane, Ste 100
Austin, TX 78758

.2 Civil Engineer:

Under Architect.

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

.1 Contractor:

To be determined.

.2 Surveyor:

Contor, LLC
Dripping Springs, TX

.3 Material Testing Laboratory (during Construction Phase):

To be determined.

Init.

.4 Cost Consultant (who may be Contractor):

Under Architect.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Tenna Florian, FAIA, LEED AP BD+C, Partner
Garrett Jones, AIA, Associate
Lake Flato Architects, Inc.
311 Third Street
San Antonio, TX 78205

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

AEC/TYLin
123 Parland Place, Suite 200
San Antonio, TX 78209

.2 Mechanical, Electrical and Plumbing Engineer:

DBR
9601 Mcallister Freeway, Suite 410
San Antonio, TX 78216

.3 Landscape Architect:

Lionheart
1023 Springdale Road
Building 6, Suite E
Austin, TX 78721

.4 Civil Engineer:

Dunaway
816 Camaron Street, Suite 2.44
San Antonio, TX 78212

.5 Cost Estimator:

Fennessey
27 Glen Street, Suite 8
Stoughton, MA 02072

.6 Specifications:

Introspec LLC
1333 W. Canterbury Court
Dallas, TX 75208

Init.

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User Notes:

(2051242545)

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not applicable.

§ 1.1.11.2.1 All consultants selected by Owner to be retained by Architect under Supplemental Services shall be subject to Architect's approval, which may be withheld in Architect's sole and absolute discretion.

§ 1.1.12 Other Initial Information on which the Agreement is based:

The Owner represents and warrants that:

- .1 it has good and valid title to the real property and improvements constituting the Project;
- .2 the Project is free and clear of all liens as of the date of this Agreement; and
- .3 all necessary utilities are available to the Project site.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use LF_ Agreement Re_ electronic Data - Internal (SKL 2-2018), to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in LF_ Agreement Re_ electronic Data - Internal (SKL 2-2018), shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality under the same or similar circumstances and professional license ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged, or accepted as of the time during which the Architect is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefore unless the aggregate additional costs (less betterment) of the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the extent permitted under Texas law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and, if specified in Section 1.1.11.1 above, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. In the event that the Owner chooses to accept, and directs the Architect to make revisions to the Construction Documents to include value engineering, value reduction, or material substitution proposals made by the Contractor, Owner's consultants, or others, and the Architect recommends, in writing, that Owner not accept such proposed revisions, to the extent permitted under Texas law, **the Owner shall release, indemnify, and defend the Architect and its Consultants from and against all damages, losses, liabilities, costs and attorneys' fees (hereinafter "Damages"), arising from such revisions to the Construction Documents whether or not such Damages are caused by the sole or comparative negligence, strict liability, or other fault of Architect or its Consultants.**

§ 3.1.5 The Architect may contact governmental authorities required to approve the Construction Documents. The Architect shall respond to applicable design requirements imposed by those authorities. Permitting services shall be considered Additional Services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, if requested by Owner, but the Architect shall not be responsible for any delays associated with government approvals and permits necessary for the progression of the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1. Unless specifically provided for elsewhere in this Agreement, Architect makes no warranties, representations, or guarantees that the Project will

actually achieve or receive any certification by Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council, the International WELL Building Institute (IWBI) WELL Building Standard, the Austin Energy Green Building Program, or any other similar state, local, or national environmental building programs. Similarly, unless otherwise provided for in this Agreement, Architect makes no warranties, representations, or guarantees regarding the energy use or operating costs of the Project. If the Owner requests the Architect to provide additional services related to LEED certification or Green Building ratings, Owner and Architect will execute an AIA B214–2012, or other separate agreement related to such services as provided for in Article 4 of this Agreement.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and its Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.5 and will request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and its Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant's information and estimate at the conclusion of the Design Development Phase, the Architect will take action required under Sections 6.6 through 6.7 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents in effect at the time of document preparation and as reasonably interpreted.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation, subject to review by Owner's attorney, of (1) procurement information that describes

the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required by Section 6.8 and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Owner and Architect agree that the Architect's role in such services shall be based on information reasonably known to the Architect at the time, and that the Architect shall bear no liability of any kind for the ultimate selection, engagement, payment, timeliness, and performance of any Contractor, Subcontractor, or any other design, construction, or other services obtained directly by the Owner.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction for those elements of the Project within Architect's scope of services. If the Owner and Contractor modify AIA Document A201–2017 or utilize a different form of agreement, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect's Construction Phase Services shall not be modified or reduced except by written modification to this Agreement signed by the Owner and Architect.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner to arrange for or require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 **No Damages for Delay.** The Owner specifically agrees that, while the Architect agrees to employ reasonable efforts to accomplish its work in a timely manner, the Architect does not control the construction schedule and generally disclaims any responsibility for it. The Architect shall in no way be liable for damages of any kind for delays that might occur during permitting and construction of the Project.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services – INTENTIONALLY DELETED

(Table deleted)

(Paragraphs deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Ten (10) visits to the site by the Architect during construction
- .3 One (1) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement, through Construction Documents phase, have not been completed within Ten (10) months of the date of this Agreement, except to the extent such delays are caused solely by the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 In addition to Sections 4.2.4 and 4.2.5: If Construction Phase Services covered by this Agreement have not been completed within Twelve (12) months from the commencement of construction at the site, except to the extent such delays are caused solely by the Architect, extensions of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion, based on the estimates received from the Owner's Cost Consultant at the pricing exercises referenced herein. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.2.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs, and, in such event, the Owner waives any claim that Owner may have against the Architect and its consultants relating to delay, increased costs of the Project, errors or omissions by the Architect or its consultants related to such accelerated, phased or fast-track scheduling.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8.1 The Owner agrees that any consultants it retains, of all disciplines, shall be properly licensed in the jurisdiction where the Project is located and shall be otherwise qualified and possess the skill and competence required to properly perform their services. The contracts between the Owner and Owner's consultants and contractors shall require the consultants and contractors to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants and contractors. Review by the Architect of the consultants' or contractors' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely upon information provided by and the timely delivery of documents and services furnished by the Owner's consultants and contractors. The Architect shall not be required to review or verify computations and designs furnished by Owner's consultants for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the Owner's consultants or contractors.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any alleged fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or other services, so that the Architect may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in the Owner-Contractor agreement and shall require all subcontracts at any level to contain a similar requirement. Failure by the Owner and the Owner's contractors and subcontractors to notify the Architect shall relieve the Architect of the cost of remedying the defects

above the sum (if any) such remedy would have cost had prompt notification been given when such defects were first discovered.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. The Architect shall not be bound by any modifications to the Architect's obligations in the Contract for Construction without express consent thereto.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 If the Owner requires the use of any systems, products or applications contrary to, or without, the recommendation of the Architect, the Architect shall not be liable for the use of those systems, products or applications.

§ 5.17 The Owner agrees to stipulate within the Contract Documents that the Contractor, or the Owner, shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and costs of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made, or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall name Architect as an additional insured.

§ 5.18 The Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement. Prior to commencement of the Architect's services under this Agreement, the Architect may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under this Agreement. Thereafter, the Architect may request such evidence if (i) the Owner fails to make payments to the Architect as this Agreement requires, (ii) a material change in the Architect's scope of services, or (iii) the Architect identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Architect's services or the portion of the services affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Architect.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work prepared by the Cost Consultant, represent the Architect's judgment as a design professional. It is recognized, however, that neither the

Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect shall have no responsibility for the ultimate costs of the Project. The Architect shall provide its services in conjunction with the services of the Owner's Cost Consultant identified in Section 1.1.9. The Architect shall not be responsible for actions taken by the Cost Consultant. While the Architect will assist Owner in reviewing cost estimates prepared by Cost Consultant, the Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Cost Consultant's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost of estimated cost proposals.

§ 6.4 INTENTIONALLY DELETED

§ 6.5 If the Cost Consultant's estimates of the Cost of the Work prepared prior to the Design Development Phase exceed the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Cost Consultant's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work; or
- .2 Not Used;
- .3 terminate in accordance with Section 9.5; or
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase, or the budget as adjusted under Section 6.6.1. In any event, the Architect's revisions to the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After incorporation of the revisions under Section 6.7, the Architect shall, at the Owner's request, as an Additional Service, make further revisions to the Instruments of Service necessitated by subsequent estimates of the Cost of the Work that exceed the Owner's budget for the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive, nontransferable license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 IN THE EVENT THE OWNER USES THE INSTRUMENTS OF SERVICE WITHOUT RETAINING THE AUTHORS OF THE INSTRUMENTS OF SERVICE, THE OWNER RELEASES THE ARCHITECT AND ARCHITECT'S CONSULTANTS FROM ALL CLAIMS AND CAUSES OF ACTION ARISING FROM SUCH USES. THE OWNER, TO THE EXTENT PERMITTED BY LAW, FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT AND ITS CONSULTANTS FROM ALL COSTS AND EXPENSES, INCLUDING THE COST OF DEFENSE, RELATED TO CLAIMS AND CAUSES OF ACTION ASSERTED BY ANY THIRD PERSON OR ENTITY TO THE EXTENT SUCH COSTS AND EXPENSES ARISE FROM THE OWNER'S USE OF THE INSTRUMENTS OF SERVICE UNDER THIS SECTION 7.3.1, REGARDLESS OF WHETHER BASED OR ARISING IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF THE ARCHITECT AND/OR ITS CONSULTANTS.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.1 Causes of action between the parties to this Agreement, or arising out of this Agreement, pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

§ 8.1.2 The Owner agrees to include in all agreements and documentation connected with this Project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all the other parties to the Project. To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE ARCHITECT AND OWNER HEREBY AGREE TO WAIVE ANY AND ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY

AND/OR PUNITIVE DAMAGES FOR ANY CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION BETWEEN THE OWNER AND ARCHITECT. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY AND/OR PUNITIVE DAMAGES DUE TO EITHER PARTY'S TERMINATION OF THIS AGREEMENT. THIS SECTION 8.1.3 APPLIES TO ALL CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR STRICT LIABILITY, INCLUDING THOSE ARISING FROM THE ARCHITECT'S OR OWNER'S NEGLIGENCE, ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY.

§ 8.1.4 Sole Recourse by Owner Against Architect's Firm. In the event of any dispute between the Architect and Owner, Owner agrees that its sole recourse shall be against the architectural firm (including any insurance applicable to that entity), and not the individual architects or other individuals working for that firm. This clause shall apply to any claims sounding in breach of contract, negligence, negligent misrepresentation, or any other claims arising in any way out of the Project or the professional services described herein.

§ 8.1.5 In the event of a dispute arising out of the Project, the responsibility of the Architect and Owner will be determined on the basis of comparative responsibility, regardless of the theory of liability (e.g., breach of contract, negligence, warranty, fraud, breach of fiduciary duty, negligent misrepresentation, or any other cause of action).

§ 8.1.6 If the Owner authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Architect or its consultants, the Owner shall to the extent permitted under Texas law, indemnify and hold harmless the Architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement in Hays County, Texas

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: (Specify)

Init.

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Arbitration shall occur in San Antonio, Texas, unless otherwise agreed by the parties.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$10,000

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

50% of the Architect's Fee remaining at the time of termination

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. The Architect's services are being performed solely for the Owner's benefit, and no individual or entity shall have any claims against the Architect arising out of the performance or non-performance of the services described in this Agreement.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials, including submissions for awards programs. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner rightfully terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the extent permitted under Texas law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any litigation or arbitration between the Owner and Architect related to the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation or arbitration as recoverable under applicable law. For purposes of this provision, the "prevailing party" shall be the party who obtains a finding from the court or arbitrator at the time final judgment is entered that the opposing party materially breached the Agreement. If both parties obtain such a finding, then neither shall be deemed a prevailing party for purposes of this provision, regardless of whether one party is required to pay an amount to satisfy a judgment to the other.

§ 10.11 **Independent Contractor.** The Owner and Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation – express or implied – in this Agreement shall create an employment, agency, or fiduciary relationship between Owner and Architect.

§ 10.12 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement for convenience.

§ 10.13 The parties acknowledge that this Agreement has been freely negotiated, is the product of arms-length negotiations, has not been entered into under threat or duress, and is not a contract of adhesion, and each party and its counsel (if applicable) have reviewed this Agreement. The parties hereby agree that the normal rule of contract construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any attachments or exhibits hereto.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

See Fee Matrix attached as Exhibit B.
- .2 Percentage Basis
(Insert percentage value)

Not applicable.
- .3 Other
(Describe the method of compensation)

Not applicable.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Supplemental Services will be billed at the Hourly Rates defined in Article 11.7 or on an agreed upon rate as required by the type of services rendered.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services will be billed at the hourly rates defined in Article 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Discovery	\$58,840 – six	percent (	6	%)
Schematic Design Phase	\$126,270 - thirteen	percent (	13	%)
Design Development Phase	\$179,945 - nineteen	percent (	19	%)
Construction Documents Phase	\$216,310 – twenty-three	percent (	23	%)
Bidding/Permitting	\$19,200 -two	percent (	2	%)
Construction Phase	\$252,975 – twenty-six	percent (	26	%)
LEED	\$66,000 – seven	percent (	7	%)
TECQ	\$10,000 – one	percent (	1	%)
Site Plan Processing	\$18,000 – two	percent (	2	%)
One Water	\$3,200 – zero	percent (	0	%)
Grinder Pump/Lift Station	\$10,000 - one	percent (	1	%)
Total Basic Compensation	\$960,740 – one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. In no event will the Architect be required to refund any compensation paid in previous progress payments when the Owner's budget for the Cost of the Work decreases.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal	\$540 / hour
Partner 1	\$440 / hour
Partner 2	\$380 / hour
Director of Design Performance	\$320 / hour
Director of Interiors	\$320 / hour
Director of Urban Design	\$280 / hour
Director of Design Technology	\$280 / hour
Associate Partner 1	\$285 / hour
Associate Partner 2	\$260 / hour
Senior Associate	\$235 / hour
Associate	\$230 / hour
Architect III	\$215 / hour
Designer III	\$215 / hour
Designer III, Interiors	\$215 / hour
Designer III, UD&P	\$215 / hour
Architect II	\$185 / hour
Designer II	\$185 / hour
Designer II, Interiors	\$185 / hour
Designer II, UD&P	\$185 / hour

Architect I	\$165 / hour
Designer I	\$165 / hour
Designer I, Interiors	\$165 / hour
Designer I, UD&P	\$175 / hour
Designer	\$130 / hour
Designer, Interiors	\$130 / hour
Designer, UD&P	\$130 / hour
Design Performance Manager	\$180 / hour
Design Performance Staff	\$160 / hour
Intern	\$ 85 / hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 No initial payment is required for this Project.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% per month (18% per annum).

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.4 Within the time for payment to become due, the Owner shall examine the invoice for accuracy and completeness with respect to the performance of services rendered during the invoiced time period. The Owner shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within this period and will pay any undisputed amounts. After such period, the Owner waives any question or objection to the services performed and/or the format of or information on the invoice not previously raised. The Architect shall be entitled to recover all costs, including attorneys' fees, incurred in enforcing any provisions of this Agreement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER TEXAS LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ARCHITECT AND THE ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, CONSULTANTS AND EMPLOYEES, AND ANY OF THEM, TO THE OWNER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE OWNER AND/OR THE OWNER'S SUCCESSORS OR ASSIGNS, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS' FEES, EXPERT WITNESS FEES, AND ANY OTHER CLAIMS OR EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED THE TOTAL COMPENSATION ACTUALLY RECEIVED BY THE ARCHITECT FROM THE OWNER UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE OWNER AND ARCHITECT AGREE THAT THIS PROVISION SETS AN UPPER LIMIT TO THE AMOUNT OF DAMAGES, IF ANY, THAT THE OWNER MAY RECOVER BY WAY OF ANY AND ALL CLAIMS AND CAUSES OF ACTION.

§ 12.2 DISCLAIMER OF WARRANTIES

OTHER THAN PERFORMING ITS SERVICES PURSUANT TO THE STANDARD OF CARE, ARCHITECT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER EXPRESS OR IMPLIED. OWNER ACKNOWLEDGES AND AGREES THAT, NEITHER ARCHITECT, NOR ANY OF ITS AFFILIATES, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, NOR ANY PERSON PURPORTING TO REPRESENT ANY OF THE FOREGOING, HAVE MADE ANY REPRESENTATION, WARRANTY, GUARANTY, PROMISE, PROJECTION OR PREDICTION WHATSOEVER WITH RESPECT TO THE SERVICES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION (1) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (2) THE CONDITION, SAFETY, QUANTITY, QUALITY, USE, OCCUPANCY OR OPERATION OF THE PROJECT; (3) THE COMPLIANCE OF THE PROJECT OR THE BUSINESS WITH ANY ZONING REQUIREMENTS, BUILDING CODES OR OTHER APPLICABLE LAW, INCLUDING, WITHOUT

LIMITATION, THE AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT AMENDMENTS; (4) THE ACCURACY OF ANY ENVIRONMENTAL REPORTS OR OTHER DATA OR INFORMATION SET FORTH IN DOCUMENTS AND/OR MATERIALS PROVIDED TO OWNER WHICH WERE PREPARED FOR OR ON BEHALF OF ARCHITECT; OR (5) ANY OTHER MATTER RELATING TO ARCHITECT, THE PROJECT OR THE USE OF THE PROJECT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

§ 12.3 DEFEND, INDEMNIFY AND HOLD HARMLESS

TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ARCHITECT, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND CONSULTANTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES (COLLECTIVELY, "LOSSES"), THAT ARISE OUT OF, RELATE TO, OR RESULT FROM THE WILLFUL MISCONDUCT, BREACH OF CONTRACT, NEGLIGENCE, INTENTIONAL ACTS, ERRORS OR OMISSIONS OF THE OWNER OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND/OR CONSULTANTS (COLLECTIVELY REFERRED TO IN THIS SECTION 12.3 AS "OWNER"). THE OWNER'S OBLIGATIONS UNDER THIS SECTION SHALL ARISE REGARDLESS OF WHETHER OR NOT LOSSES ARE CAUSED IN PART BY THE CONCURRENT OR PARTIAL NEGLIGENCE OF ARCHITECT; PROVIDED, HOWEVER, THE OWNER SHALL BE LIABLE TO THE ARCHITECT FOR LOSSES INCURRED BY ARCHITECT ONLY TO THE EXTENT SUCH LOSSES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF OWNER. OWNER SHALL NOT BE OBLIGATED TO RELEASE, INDEMNIFY OR HOLD HARMLESS ARCHITECT FROM AND AGAINST ANY CLAIMS TO THE EXTENT THEY RESULT FROM THE WILLFUL MISCONDUCT, BREACH OF CONTRACT, NEGLIGENCE, INTENTIONAL ACTS, ERRORS OR OMISSIONS OF THE ARCHITECT.

§ 12.4 The Texas Board of Architectural Examiners (P.O. Box 12337, Austin, Texas 78711) has jurisdiction over complaints regarding the professional practice of persons registered as Architects in Texas.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 LF_ Agreement Re_ electronic Data - Internal (SKL 2-2018), dated as indicated below:
(Insert the date of the Electronic Data Agreement incorporated into this agreement.)

Not applicable.

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Not applicable.

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Architect's Proposal – Discovery Scope

Exhibit B - Fee Matrix

Exhibit C – Civil Proposal

Exhibit D – Landscape Proposal

Init.

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User Notes:

(2051242545)

Exhibit E – MEP Proposal
Exhibit F – Specifications Proposal
Exhibit G – Structural Proposal
Exhibit H – Geotech Proposal
Exhibit I – Surveyor Proposal

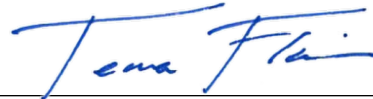
- .4** Other documents:
(List other documents, if any, forming part of the Agreement.)

Not applicable.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Jim Chiles, Mayor, City of Wimberley
(Printed name and title)



ARCHITECT *(Signature)*

Tenna Florian, FAIA, LEED AP BD+C, Partner
(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:09:02 on 11/06/2025.

PAGE 1

AGREEMENT made as of the Eighteenth day of August in the year Two Thousand Twenty-Five

...

City of Wimberley
100 Blue Hole Lane
Wimberley, TX 78676

...

Lake Flato Architects, Inc.
311 Third Street
San Antonio, TX 78205

...

Wimberley Blue Hole Nature Center
333 Blue Hole Lane
Wimberley, TX 78676

PAGE 2

- Classroom Building: 2080 SF

(2) large, conditioned classrooms with operable partition door connection, exhibit learning space, general storage, table and chair storage, mechanical room.

- Restroom Building: 1030 SF

(2) gender separated, conditioned restrooms with four water closets each, Janitors closet, and mechanical room.

- Covered Outdoor Porch/ Circulation: Approx 1900 SF

- Wetland/ Green Stormwater Infrastructure: 10,000 SF

- Landscaped Outdoor Courtyard: 4000 SF

- Roadway + Parking: Approx 10,000 SF

ADA accessible parking, school bus drop-off & turn around, limited visitor parking.

See Exhibit A, Architect's Proposal – Discovery Scope. To the extent any terms or conditions in Exhibit A conflict with this Agreement, this Agreement shall govern.

PAGE 3

Wimberley Blue Hole Nature Center
333 Blue Hole Lane
Wimberley, TX 78676

...

\$4,000,000

...

Discovery – September – October 2025
Schematic Design – November – December 2025
Design Development – January 2026 – March 2026
Construction Documents – March – May 2026
Bidding – June 2026

September 2026

...

August 2027

...

Not applicable.

...

Negotiated contract.

...

Below are the sustainability goals outlined in the RFP, SITES and Living Building Challenge have been removed. LEED Platinum and One Water are required certifications. Nature Explore Classrooms + Dark Sky are aspirational goals.

Project Goals:

Aligned with the 2012 Hays County Parks Master Plan, this project will improve water quality, conserve natural resources, and enhance communication connections to the Texas Hill Country. It will support Wimberley's award-winning Nature Camp Program, while promoting sustainability through innovative design.

Project Requirements:

Building Standards and Certifications:

- **Complete One Water Design:** Holistic water management, incorporating net zero water practices such as onsite reuse, rainwater harvesting, greywater recycling, and stormwater systems.
- **LEED Certification:** Achieve Platinum LEED certification with a focus on sustainable materials, energy efficiency, and indoor environmental quality.
- **Dark Sky:** Comply with all Dark Sky International Certified Community requirements.

PAGE 4

Richard Shaver
Director, Parks and Recreation
City of Wimberley
100 Blue Hole Lane
Wimberley, TX 78676

...

Not applicable.

...

Raba Kistner, Inc.
1909 W. Braker Lane, Ste 100
Austin, TX 78758

...

Under Architect.

...

(List any other consultants and contractors retained by the Owner.)

.1 Contractor:

To be determined.

.2 Surveyor:
Contor, LLC
Dripping Springs, TX

.3 Material Testing Laboratory (during Construction Phase):

To be determined.

.4 Cost Consultant (who may be Contractor):

Under Architect.

PAGE 5

Tenna Florian, FAIA, LEED AP BD+C, Partner
Garrett Jones, AIA, Associate
Lake Flato Architects, Inc.
311 Third Street
San Antonio, TX 78205

...

.1 Structural Engineer:

AEC/TYLin
123 Parland Place, Suite 200
San Antonio, TX 78209

.2 Mechanical, Electrical and Plumbing Engineer:

DBR
9601 Mcallister Freeway, Suite 410
San Antonio, TX 78216

.3 Landscape Architect:

Lionheart
1023 Springdale Road

Building 6, Suite E
~~.2 Mechanical~~ Austin, TX 78721

.4 Civil Engineer:

Dunaway
816 Camaron Street, Suite 2.44
San Antonio, TX 78212

.5 Cost Estimator:

Fennessey
~~.3 Electrical Engineer~~ 27 Glen Street, Suite 8
Stoughton, MA 02072

.6 Specifications:

Introspec LLC
1333 W. Canterbury Court
Dallas, TX 75208

PAGE 6

Not applicable.

§ 1.1.11.2.1 All consultants selected by Owner to be retained by Architect under Supplemental Services shall be subject to Architect's approval, which may be withheld in Architect's sole and absolute discretion.

...

The Owner represents and warrants that:

- .1 it has good and valid title to the real property and improvements constituting the Project;
- .2 the Project is free and clear of all liens as of the date of this Agreement; and
- .3 all necessary utilities are available to the Project site.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use LF Agreement Re electronic Data - Internal (SKL 2-2018), to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in LF Agreement Re electronic Data - Internal (SKL 2-2018), shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality under the same or similar circumstances, circumstances and professional license ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged, or accepted as of the time during which the Architect is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefore unless the aggregate additional costs (less betterment) of the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

PAGE 7

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$—) One Million Dollars (\$1,000,000.00) for each occurrence and (\$—) Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$—) One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than (\$—) each accident, (\$—) each employee, and (\$—) One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$—) per claim and (\$—) Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by under Texas law, the Architect shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 ~~and include usual and customary and, if specified in Section 1.1.11.1 above,~~ structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. In the event that the Owner chooses to accept, and directs the Architect to make revisions to the Construction Documents to include value engineering, value reduction, or material substitution proposals made by the Contractor, Owner's consultants, or others, and the Architect recommends, in writing, that Owner not accept such proposed revisions, to the extent permitted under Texas law, the Owner shall release, indemnify, and defend the Architect and its Consultants from and against all damages, losses, liabilities, costs and attorneys' fees (hereinafter "Damages"), arising from such revisions to

the Construction Documents whether or not such Damages are caused by the sole or comparative negligence, strict liability, or other fault of Architect or its Consultants.

§ 3.1.5 The Architect shall ~~may~~ contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. Documents. The Architect shall respond to applicable design requirements imposed by those ~~authorities and entities~~ authorities. Permitting services shall be considered Additional Services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, if requested by Owner, but the Architect shall not be responsible for any delays associated with government approvals and permits necessary for the progression of the Project.

...

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1. Unless specifically provided for elsewhere in this Agreement, Architect makes no warranties, representations, or guarantees that the Project will actually achieve or receive any certification by Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council, the International WELL Building Institute (IWBI) WELL Building Standard, the Austin Energy Green Building Program, or any other similar state, local, or national environmental building programs. Similarly, unless otherwise provided for in this Agreement, Architect makes no warranties, representations, or guarantees regarding the energy use or operating costs of the Project. If the Owner requests the Architect to provide additional services related to LEED certification or Green Building ratings, Owner and Architect will execute an AIA B214-2012, or other separate agreement related to such services as provided for in Article 4 of this Agreement.

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§ 3.2.6 The Architect shall submit ~~to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3~~ the Schematic Design Documents to the Owner and its Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Upon receipt of the Cost Consultant's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.5 and will request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

...

§ 3.3.2 The Architect shall ~~update the estimate of the Cost of the Work prepared in accordance with Section 6.3~~ Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and its Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Upon receipt of the Cost Consultant's information and estimate at the conclusion of the Design Development Phase, the Architect will take action required under Sections 6.6 through 6.7 and request the Owner's approval of the Design Development Documents.

...

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Documents in effect at the time of document preparation and as reasonably interpreted.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and ~~preparation~~ preparation, subject to review by Owner's attorney, of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 ~~The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.~~

§ 3.4.5 ~~The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required by Section 6.8 and request the Owner's approval of the Construction Documents.~~

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The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Owner and Architect agree that the Architect's role in such services shall be based on information reasonably known to the Architect at the time, and that the Architect shall bear no liability of any kind for the ultimate selection, engagement, payment, timeliness, and performance of any Contractor, Subcontractor, or any other design, construction, or other services obtained directly by the Owner.

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§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. Construction for those elements of the Project within Architect's scope of services. If the Owner and Contractor modify AIA Document A201–2017, A201–2017 or utilize a different form of agreement, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

...

§ 3.6.1.4 The Architect's Construction Phase Services shall not be modified or reduced except by written modification to this Agreement signed by the Owner and Architect.

...

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner to arrange for or require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.6.6.6 No Damages for Delay. The Owner specifically agrees that, while the Architect agrees to employ reasonable efforts to accomplish its work in a timely manner, the Architect does not control the construction schedule and generally disclaims any responsibility for it. The Architect shall in no way be liable for damages of any kind for delays that might occur during permitting and construction of the Project.

§ 4.1 Supplemental Services – INTENTIONALLY DELETED

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

PAGE 14

Not applicable.

...

Not applicable.

...

- .9 Evaluation of the qualifications of entities providing ~~bids or~~ proposals;

PAGE 15

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Ten (10) visits to the site by the Architect during construction
- .3 ~~(—) inspections~~ One (1) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(—) inspections~~ One (1) observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60~~ sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this ~~Agreement~~ Agreement, through Construction Documents phase, have not been completed within Ten (10) months of the date of this Agreement, ~~through no fault of~~ except to the extent such delays are caused solely by the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 In addition to Sections 4.2.4 and 4.2.5: If Construction Phase Services covered by this Agreement have not been completed within Twelve (12) months from the commencement of construction at the site, except to the extent such delays are caused solely by the Architect, extensions of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion, based on the estimates received from the Owner's Cost Consultant at the pricing exercises referenced herein. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.2.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign

portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs, and, in such event, the Owner waives any claim that Owner may have against the Architect and its consultants relating to delay, increased costs of the Project, errors or omissions by the Architect or its consultants related to such accelerated, phased or fast-track scheduling.

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§ 5.8.1 The Owner agrees that any consultants it retains, of all disciplines, shall be properly licensed in the jurisdiction where the Project is located and shall be otherwise qualified and possess the skill and competence required to properly perform their services. The contracts between the Owner and Owner's consultants and contractors shall require the consultants and contractors to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants and contractors. Review by the Architect of the consultants' or contractors' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely upon information provided by and the timely delivery of documents and services furnished by the Owner's consultants and contractors. The Architect shall not be required to review or verify computations and designs furnished by Owner's consultants for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the Owner's consultants or contractors.

...

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any alleged fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Service or other services, so that the Architect may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in the Owner-Contractor agreement and shall require all subcontracts at any level to contain a similar requirement. Failure by the Owner and the Owner's contractors and subcontractors to notify the Architect shall relieve the Architect of the cost of remedying the defects above the sum (if any) such remedy would have cost had prompt notification been given when such defects were first discovered.

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§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. The Architect shall not be bound by any modifications to the Architect's obligations in the Contract for Construction without express consent thereto.

...

§ 5.15 Within ~~45~~fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 If the Owner requires the use of any systems, products or applications contrary to, or without, the recommendation of the Architect, the Architect shall not be liable for the use of those systems, products or applications.

§ 5.17 The Owner agrees to stipulate within the Contract Documents that the Contractor, or the Owner, shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and costs of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made, or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall name Architect as an additional insured.

§ 5.18 The Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement. Prior to commencement of the Architect's services under this Agreement, the Architect may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under this Agreement. Thereafter, the Architect may request such evidence if (i) the Owner fails to make payments to the Architect as this Agreement requires, (ii) a material change in the Architect's scope of services, or (iii) the Architect identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Architect's services or the portion of the services affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Architect.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include ~~contractors'~~ Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial ~~Information~~, Information and shall be adjusted throughout the Project as required under Sections ~~5.2, 6.4~~ 5.2 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, ~~and the preliminary estimate of the Cost of the Work~~ Work, and updated estimates of the Cost of the Work, ~~Work~~ prepared by the Architect, ~~Cost Consultant~~, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, ~~market~~, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect shall have no responsibility for the ultimate costs of the Project. The Architect shall provide its services in conjunction with the services of the Owner's Cost Consultant identified in Section 1.1.9. The Architect shall not be responsible for actions taken by the Cost Consultant. While the Architect will assist Owner in reviewing cost estimates prepared by Cost Consultant, the Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Cost Consultant's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost of estimated cost proposals.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market. ~~INTENTIONALLY DELETED~~

§ 6.5 If at any time the Architect's estimate the Cost Consultant's estimates of the Cost of the Work exceeds prepared prior to the Design Development Phase exceed the Owner's budget for the Cost of the Work, the Architect the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for Cost Consultant's estimate of the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work; or
- .2 authorize rebidding or renegotiating of the Project within a reasonable time; Not Used;
- .3 terminate in accordance with Section 9.5; or

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, Design Development Phase, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of In any event, the Architect's revisions to the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After incorporation of the revisions under Section 6.7, the Architect shall, at the Owner's request, as an Additional Service, make further revisions to the Instruments of Service necessitated by subsequent estimates of the Cost of the Work that exceed the Owner's budget for the Cost of the Work.

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§ 7.3 The Architect grants to the Owner a nonexclusive-nonexclusive, nontransferable license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. IN THE EVENT THE OWNER USES THE INSTRUMENTS OF SERVICE WITHOUT RETAINING THE AUTHORS OF THE INSTRUMENTS OF SERVICE, THE OWNER RELEASES THE ARCHITECT AND ARCHITECT'S CONSULTANTS FROM ALL CLAIMS AND CAUSES OF ACTION ARISING FROM SUCH USES. THE OWNER, TO THE EXTENT PERMITTED BY LAW, FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT AND ITS CONSULTANTS FROM ALL COSTS AND EXPENSES, INCLUDING THE COST OF DEFENSE, RELATED TO CLAIMS AND CAUSES OF ACTION ASSERTED BY ANY THIRD PERSON OR ENTITY TO THE EXTENT SUCH COSTS AND EXPENSES ARISE FROM THE OWNER'S USE OF THE INSTRUMENTS OF SERVICE UNDER THIS SECTION 7.3.1, REGARDLESS OF WHETHER BASED OR ARISING IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF THE ARCHITECT AND/OR ITS CONSULTANTS.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.1 Causes of action between the parties to this Agreement, or arising out of this Agreement, pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

§ 8.1.2 The Owner agrees to include in all agreements and documentation connected with this Project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all the other parties to the Project. To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE ARCHITECT AND OWNER HEREBY AGREE TO WAIVE ANY AND ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY AND/OR PUNITIVE DAMAGES FOR ANY CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION BETWEEN THE OWNER AND ARCHITECT. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY AND/OR PUNITIVE DAMAGES DUE TO EITHER PARTY'S TERMINATION OF THIS AGREEMENT. THIS SECTION 8.1.3 APPLIES TO ALL CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR STRICT LIABILITY, INCLUDING THOSE ARISING FROM THE ARCHITECT'S OR OWNER'S NEGLIGENCE, ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY.

§ 8.1.4 Sole Recourse by Owner Against Architect's Firm. In the event of any dispute between the Architect and Owner, Owner agrees that its sole recourse shall be against the architectural firm (including any insurance applicable to that entity), and not the individual architects or other individuals working for that firm. This clause shall apply to any claims sounding in breach of contract, negligence, negligent misrepresentation, or any other claims arising in any way out of the Project or the professional services described herein.

§ 8.1.5 In the event of a dispute arising out of the Project, the responsibility of the Architect and Owner will be determined on the basis of comparative responsibility, regardless of the theory of liability (e.g., breach of contract, negligence, warranty, fraud, breach of fiduciary duty, negligent misrepresentation, or any other cause of action).

§ 8.1.6 If the Owner authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Architect or its consultants, the Owner shall to the extent permitted under Texas law, indemnify and hold harmless the Architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of ~~60~~sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

[X] Arbitration pursuant to Section 8.3 of this Agreement in Hays County, Texas

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§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Arbitration shall occur in San Antonio, Texas, unless otherwise agreed by the parties.

...

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.3 If the Owner suspends the Project for more than ~~90~~ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

...

\$10,000

...

50% of the Architect's Fee remaining at the time of termination

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least ~~14~~fourteen (14) days prior to the requested dates of execution. If the

Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. The Architect's services are being performed solely for the Owner's benefit, and no individual or entity shall have any claims against the Architect arising out of the performance or non-performance of the services described in this Agreement.

...

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional ~~materials~~ materials, including submissions for awards programs. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner rightfully terminates this Agreement for cause pursuant to Section 9.4.

...

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after ~~7-seven~~ (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the ~~fullest~~ extent permitted by under Texas law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any litigation or arbitration between the Owner and Architect related to the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation or arbitration as recoverable under applicable law. For purposes of this provision, the "prevailing party" shall be the party who obtains a finding from the court or arbitrator at the time final judgment is entered that the opposing party materially breached the Agreement. If both parties obtain such a finding, then neither shall be deemed a prevailing party for purposes of this provision, regardless of whether one party is required to pay an amount to satisfy a judgment to the other.

§ 10.11 Independent Contractor. The Owner and Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation – express or implied – in this Agreement shall create an employment, agency, or fiduciary relationship between Owner and Architect.

§ 10.12 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement for convenience.

§ 10.13 The parties acknowledge that this Agreement has been freely negotiated, is the product of arms-length negotiations, has not been entered into under threat or duress, and is not a contract of adhesion, and each party and its counsel (if applicable) have reviewed this Agreement. The parties hereby agree that the normal rule of contract construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any attachments or exhibits hereto.

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See Fee Matrix attached as Exhibit B.

...

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Not applicable.

...

Not applicable.

...

Supplemental Services will be billed at the Hourly Rates defined in Article 11.7 or on an agreed upon rate as required by the type of services rendered.

...

Additional Services will be billed at the hourly rates defined in Article 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent ()~~, five percent (5%), or as follows:

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Discovery	\$58,840 – six	percent (	6	%)
Schematic Design Phase	\$126,270 - thirteen	percent (	13	%)
Design Development Phase	\$179,945 - nineteen	percent (	19	%)
Construction Documents	\$216,310 – twenty-three	percent (	23	%)
Phase				
Procurement	\$19,200 -two	percent (	2	%)
Phase Bidding/Permitting				
Construction Phase	\$252,975 – twenty-six	percent (	26	%)
LEED	\$66,000 – seven	percent (	7	%)
TECQ	\$10,000 – one	percent (	1	%)
Site Plan Processing	\$18,000 – two	percent (	2	%)
One Water	\$3,200 – zero	percent (	0	%)
Grinder Pump/Lift Station	\$10,000 - one	percent (	1	%)
Total Basic Compensation	\$960,740 – one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. ~~Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to~~ In no event will the Architect be required to refund any compensation paid in previous progress payments when the Owner's budget for the Cost of the Work decreases.

...

§ 11.7 The hourly billing rates for services of the Architect ~~and the Architect's consultants~~ are set forth below. The rates shall be adjusted in accordance with the Architect's ~~and Architect's consultants'~~ normal review practices.

<u>Principal</u>	<u>\$540 / hour</u>
<u>Partner 1</u>	<u>\$440 / hour</u>
<u>Partner 2</u>	<u>\$380 / hour</u>
<u>Director of Design Performance</u>	<u>\$320 / hour</u>
<u>Director of Interiors</u>	<u>\$320 / hour</u>
<u>Director of Urban Design</u>	<u>\$280 / hour</u>
<u>Director of Design Technology</u>	<u>\$280 / hour</u>
<u>Associate Partner 1</u>	<u>\$285 / hour</u>
<u>Associate Partner 2</u>	<u>\$260 / hour</u>
<u>Senior Associate</u>	<u>\$235 / hour</u>
<u>Associate</u>	<u>\$230 / hour</u>
<u>Architect III</u>	<u>\$215 / hour</u>
<u>Designer III</u>	<u>\$215 / hour</u>
<u>Designer III, Interiors</u>	<u>\$215 / hour</u>
<u>Designer III, UD&P</u>	<u>\$215 / hour</u>
<u>Architect II</u>	<u>\$185 / hour</u>
<u>Designer II</u>	<u>\$185 / hour</u>
<u>Designer II, Interiors</u>	<u>\$185 / hour</u>
<u>Designer II, UD&P</u>	<u>\$185 / hour</u>
<u>Architect I</u>	<u>\$165 / hour</u>
<u>Designer I</u>	<u>\$165 / hour</u>
<u>Designer I, Interiors</u>	<u>\$165 / hour</u>
<u>Designer I, UD&P</u>	<u>\$175 / hour</u>
<u>Designer</u>	<u>\$130 / hour</u>
<u>Designer, Interiors</u>	<u>\$130 / hour</u>
<u>Designer, UD&P</u>	<u>\$130 / hour</u>
<u>Design Performance Manager</u>	<u>\$180 / hour</u>
<u>Design Performance Staff</u>	<u>\$160 / hour</u>
<u>Intern</u>	<u>\$ 85 / hour</u>

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (~~5~~5%) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of ~~(\$ —)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. No initial payment is required for this Project.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(—)thirty~~ (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%—1.5%~~ per month (18% per annum).

...

§ 11.10.2.4 Within the time for payment to become due, the Owner shall examine the invoice for accuracy and completeness with respect to the performance of services rendered during the invoiced time period. The Owner shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within this period and will pay any undisputed amounts. After such period, the Owner waives any question or objection to the services performed and/or the format of or information on the invoice not previously raised. The Architect shall be entitled to recover all costs, including attorneys' fees, incurred in enforcing any provisions of this Agreement.

...

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER TEXAS LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ARCHITECT AND THE ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, CONSULTANTS AND EMPLOYEES, AND ANY OF THEM, TO THE OWNER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE OWNER AND/OR THE OWNER'S SUCCESSORS OR ASSIGNS, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS' FEES, EXPERT WITNESS FEES, AND ANY OTHER CLAIMS OR EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED THE TOTAL COMPENSATION ACTUALLY RECEIVED BY THE ARCHITECT FROM THE OWNER UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE OWNER AND ARCHITECT AGREE THAT THIS PROVISION SETS AN UPPER LIMIT TO THE AMOUNT OF DAMAGES, IF ANY, THAT THE OWNER MAY RECOVER BY WAY OF ANY AND ALL CLAIMS AND CAUSES OF ACTION.

§ 12.2 DISCLAIMER OF WARRANTIES

OTHER THAN PERFORMING ITS SERVICES PURSUANT TO THE STANDARD OF CARE, ARCHITECT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER EXPRESS OR IMPLIED. OWNER ACKNOWLEDGES AND AGREES THAT, NEITHER ARCHITECT, NOR ANY OF ITS AFFILIATES, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, NOR ANY PERSON PURPORTING TO REPRESENT ANY OF THE FOREGOING, HAVE MADE ANY REPRESENTATION, WARRANTY, GUARANTY, PROMISE, PROJECTION OR PREDICTION WHATSOEVER WITH RESPECT TO THE SERVICES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION (1) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (2) THE CONDITION, SAFETY, QUANTITY, QUALITY, USE, OCCUPANCY OR OPERATION OF THE PROJECT; (3) THE COMPLIANCE OF THE PROJECT OR THE BUSINESS WITH ANY ZONING REQUIREMENTS, BUILDING CODES OR OTHER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT AMENDMENTS; (4) THE ACCURACY OF ANY ENVIRONMENTAL REPORTS OR OTHER DATA OR INFORMATION SET FORTH IN DOCUMENTS AND/OR MATERIALS PROVIDED TO OWNER WHICH WERE PREPARED FOR OR ON BEHALF OF ARCHITECT; OR (5) ANY OTHER MATTER RELATING TO ARCHITECT, THE PROJECT OR THE USE OF THE PROJECT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

§ 12.3 DEFEND, INDEMNIFY AND HOLD HARMLESS

TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ARCHITECT, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND CONSULTANTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES (COLLECTIVELY, "LOSSES"), THAT ARISE OUT OF,

RELATE TO, OR RESULT FROM THE WILLFUL MISCONDUCT, BREACH OF CONTRACT, NEGLIGENCE, INTENTIONAL ACTS, ERRORS OR OMISSIONS OF THE OWNER OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND/OR CONSULTANTS (COLLECTIVELY REFERRED TO IN THIS SECTION 12.3 AS "OWNER"). THE OWNER'S OBLIGATIONS UNDER THIS SECTION SHALL ARISE REGARDLESS OF WHETHER OR NOT LOSSES ARE CAUSED IN PART BY THE CONCURRENT OR PARTIAL NEGLIGENCE OF ARCHITECT; PROVIDED, HOWEVER, THE OWNER SHALL BE LIABLE TO THE ARCHITECT FOR LOSSES INCURRED BY ARCHITECT ONLY TO THE EXTENT SUCH LOSSES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF OWNER. OWNER SHALL NOT BE OBLIGATED TO RELEASE, INDEMNIFY OR HOLD HARMLESS ARCHITECT FROM AND AGAINST ANY CLAIMS TO THE EXTENT THEY RESULT FROM THE WILLFUL MISCONDUCT, BREACH OF CONTRACT, NEGLIGENCE, INTENTIONAL ACTS, ERRORS OR OMISSIONS OF THE ARCHITECT.

§ 12.4 The Texas Board of Architectural Examiners (P.O. Box 12337, Austin, Texas 78711) has jurisdiction over complaints regarding the professional practice of persons registered as Architects in Texas.

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- .2** Building Information Modeling Exhibit, if completed:LF Agreement Re_ electronic Data - Internal (SKL 2-2018), dated as indicated below:
(Insert the date of the Electronic Data Agreement incorporated into this agreement.)

Not applicable.

...

Not applicable.

☒ [X] Other Exhibits incorporated into this Agreement:

...

Exhibit A - Architect's Proposal – Discovery Scope

Exhibit B - Fee Matrix

Exhibit C – Civil Proposal

Exhibit D – Landscape Proposal

Exhibit E – MEP Proposal

Exhibit F – Specifications Proposal

Exhibit G – Structural Proposal

Exhibit H – Geotech Proposal

Exhibit I – Surveyor Proposal

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Not applicable.

...

Jim Chiles, Mayor, City of Wimberley

Tenna Florian, FAIA, LEED AP BD+C, Partner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Tenna Florian, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:09:02 on 11/06/2025 under Order No. 20240070750 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Partner

(Title)

November 6, 2025

(Dated)

EXHIBIT B

BLUE HOLE NATURE CENTER- DESIGN FEES

Phase	Duration	Lake Flato LAKE FLATO net	AEC (Tylin) STRUCTURAL	DBR MEP	Lionheart LANDSCAPE	Dunaway CIVIL	Fennessey Cost Estimation	IntrospecLLC Specifications	GROSS FEE	% of Fee
DISCOVERY	10 WKS	\$ 30,640.00	\$ -	\$ -	\$ 22,200.00	\$ -	\$ 6,000.00	\$ -	\$ 58,840.00	6%
SCHEMATIC DESIGN	8 WKS	\$ 67,000.00	\$ 5,500.00	\$ 10,000.00	\$ 34,970.00	\$ 4,800.00	\$ 4,000.00	\$ -	\$ 126,270.00	13%
DESIGN DEVELOPMENT	10 WKS	\$ 105,000.00	\$ 9,325.00	\$ 10,000.00	\$ 39,020.00	\$ 8,600.00	\$ 4,000.00	\$ 4,000.00	\$ 179,945.00	19%
CONSTRUCTION DOCUMENTS	10 WKS	\$ 125,000.00	\$ 17,000.00	\$ 20,000.00	\$ 32,710.00	\$ 17,600.00	\$ -	\$ 4,000.00	\$ 216,310.00	23%
BIDDING/PERMITTING	4 WKS	\$ 11,000.00	\$ 2,375.00	\$ 4,325.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 19,200.00	2%
CONSTRUCTION ADMINISTRATION	12 MONTHS	\$ 213,000.00	\$ 10,975.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ -	\$ -	\$ 252,975.00	26%
SITES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
LEED		\$ 43,000.00	\$ 5,000.00	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ 66,000.00	7%
TECQ		\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	1%
SITE PLAN PROCESSING		\$ -	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	2%
ONE WATER						\$ 3,200.00			\$ 3,200.00	0%
GRINDER PUMP / LIFT STATION						\$ 10,000.00			\$ 10,000.00	1%
		\$ 594,640.00	\$ 50,175.00	\$ 72,325.00	\$ 138,900.00	\$ 82,700.00	\$ 14,000.00	\$ 8,000.00	\$ 960,740.00	

* Hourly Time & Material Estimate

* Hourly Not to Exceed

ADDITIONAL Owner Expense	SCOPE	ESTIMATED FEE
	LEED Registration	\$ 4,800.00
	LEED Appeals	\$ 1,500.00
	LEED MEP Bldg Commisioning	\$ 15,300.00
	Geotech	\$ 8,600.00
	Survey	\$ 7,500.00
		\$ 37,700.00

**Tylin's fees include site retaining walls

***TECQ and Site Processing are hourly but estimated by Dunaway

***Lake Flato + Lionheart both holding fee for Exhibit Design throughout design process



AGENDA ITEM:	2. Discuss and consider possible action regarding the spray field at Blue Hole Park. <i>(Erica Flocke, Interim Parks Director)</i>
SUBMITTED BY:	
DATE SUBMITTED:	09/25/2025
MEETING DATE:	November 20, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. image (1)
2. IMG_8070







AGENDA ITEM:	3. Discuss and consider possible action regarding the leveled treatment area at Blue Hole. <i>(Erica Flocke, Interim Parks Director)</i>
SUBMITTED BY:	
DATE SUBMITTED:	11/10/2025
MEETING DATE:	November 20, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. image (2)
2. IMG_8068







AGENDA ITEM:	4. Discuss and consider possible action related to Blue Hole Trail Wayfinding Signage. (<i>Erica Flocke, Interim Parks Director</i>)
SUBMITTED BY:	
DATE SUBMITTED:	11/10/2025
MEETING DATE:	November 20, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Trails Map



A path leading to downtown Wimberley and Martha Knies Community Park. Walk along scenic Cypress Creek and enjoy limestone bluffs and shady creekside views.



A short route to the world-famous Blue Hole swimming area. Loops around the swim lawn.



Family-friendly loop featuring the Story Walk in collaboration with Wimberley Village Library. Passes the pavilion, amphitheater, and an overlook with views of the swim lawn.



Circles the recreation area around the soccer fields, volleyball and basketball courts, and shaded picnic spots. Perfect for runners and walkers wanting to do laps.



Our most popular trail! Runs the length of the park and then connects to the Hays County trail extending an additional 2.2 miles to the Baptist Church. Great for hiking or biking, with a mild paved switchback.



A narrow, winding trail that passes the Scout Campground. Offers a shaded, secluded “tunnel” feel through dense trees.



A peaceful route along Deer Creek, a wet-weather creek in one of the park’s quieter areas. Ideal for solitude and wildlife spotting.



A staff favorite! Follows the bluff above Deer Creek with scenic views, old growth trees, and easy connections to the Red and Green Trails.

EXPERIENCE A TEXAS TREASURE!

Tucked away in the heart of the Texas Hill Country, Blue Hole Regional Park stretches across 126 acres of natural beauty along spring-fed Cypress Creek. It’s a place where generations have come to make memories —surrounded by towering cypress trees, clear water, and wide-open skies. There’s more to Blue Hole than just swimming. With miles of hike and bike trails winding through shaded woods, the park is perfect for outdoor adventure.

RESERVATIONS REQUIRED TO SWIM

Swimming season: Everyday May 1st - Labor Day and weekends in September. Tickets go on sale March 1st.

Half Day Passes 2 time slots (9 a.m. - 1 p.m. and/or 2 p.m. - 6 p.m.)	
Adult	\$15
Youth, Senior, Military	\$10
Wimberley Resident	\$6

Season Passes	
Adult	\$175
Youth, Senior, Military	\$150
Wimberley Resident	\$100



WIMBERLEY
PARKS AND RECREATION

www.wimberleyparksandrec.com
512-660-9111

BLUE HOLE REGIONAL PARK WIMBERLEY, TX



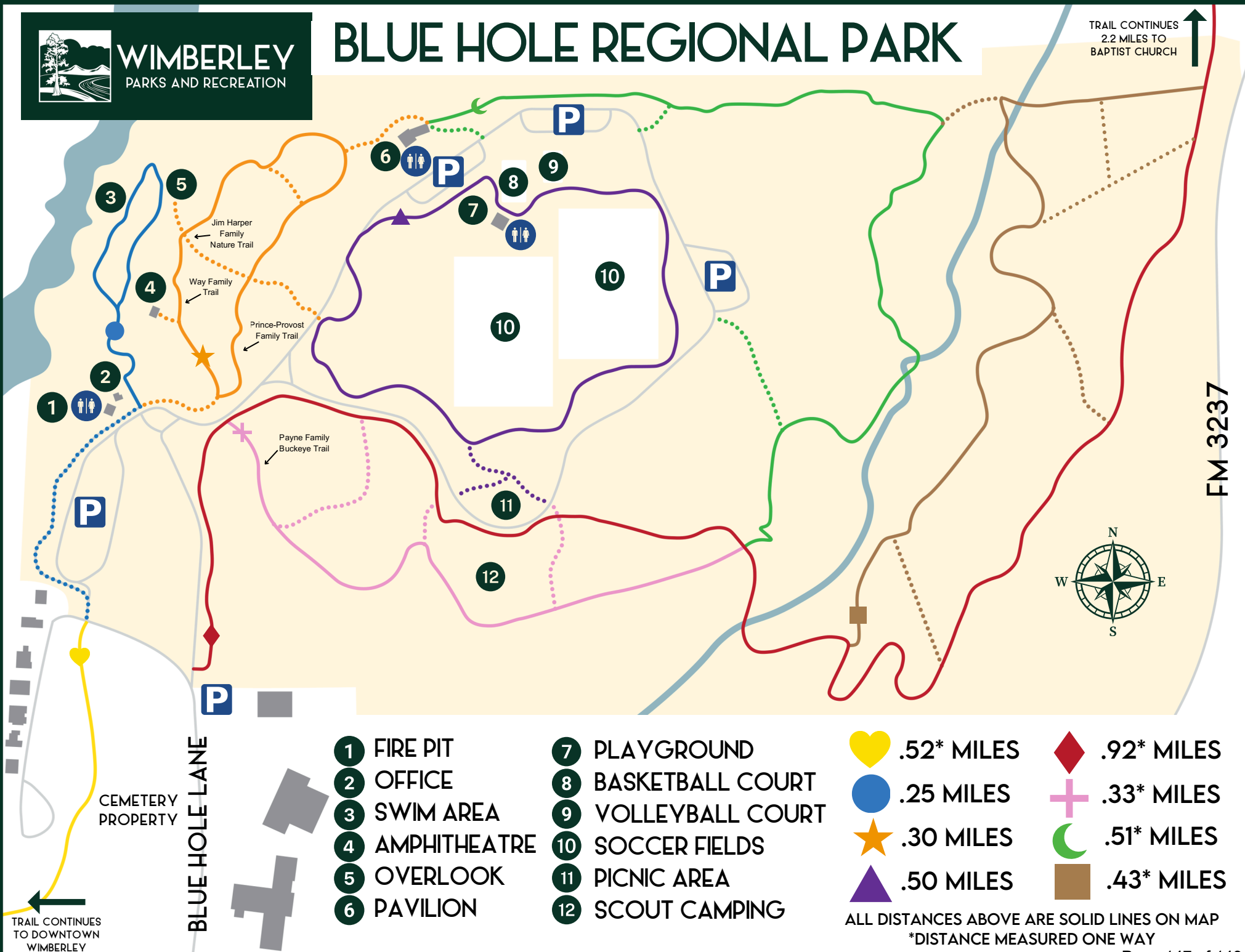
TRAIL MAP AND VISITOR GUIDE



WIMBERLEY
PARKS AND RECREATION

BLUE HOLE REGIONAL PARK

TRAIL CONTINUES
2.2 MILES TO
BAPTIST CHURCH



ALL DISTANCES ABOVE ARE SOLID LINES ON MAP
*DISTANCE MEASURED ONE WAY



AGENDA ITEM:	1. Announcements
SUBMITTED BY:	
DATE SUBMITTED:	11/10/2025
MEETING DATE:	November 20, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	2. Future Agenda Items
SUBMITTED BY:	
DATE SUBMITTED:	11/10/2025
MEETING DATE:	November 20, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None