



City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, DECEMBER 4, 2025 - 6:00 PM

AGENDA

1. **CALL TO ORDER** December 4, 2025, at 6:00 PM
2. **CALL OF ROLL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
5. **CITIZENS COMMUNICATIONS**
The City Council welcomes comments from citizens at regular meetings. Citizens wishing to speak must sign up prior to the meeting being called to order. We abide by the Texas Open Meetings Act, so council members are allowed only to speak about items posted on the agenda. All other inquiries will be forwarded to staff and may be placed on a future agenda for discussion. Speakers will have one opportunity to speak during the time period, and they must observe the three-minute time limit. After you state your name, staff will start the timer and you have 3 minutes to speak. We will endeavor to ensure that meetings are conducted in a courteous manner, and in an atmosphere free of defamation, intimidation, personal affronts, profanity, or threats of violence.
6. **CONSENT AGENDA**
 - 6.1. Consider approval of minutes from the November 20, 2025 Regular City Council Meeting. (*Tammy Heller, City Secretary*)
7. **DISCUSSION AND POSSIBLE ACTION**
 - 7.1. Discuss and consider possible action related to an Interlocal Agreement between Hays County and the City of Wimberley for floodplain administration and environmental health services. (*Tim Patek, City Administrator*)
8. **EXECUTIVE SESSION**
 - 8.1. Executive Session pursuant to Texas Government Code, Section 551.071 (Consultation with an attorney) and Section 551.072 (Real Property). City Council will meet to discuss the Wastewater line located at 13401 Ranch Road 12, Wimberley, Texas.
9. **OPEN SESSION**

9.1. Discussion and possible action resulting from Executive Session.

10. CITY COUNCIL REPORTS

10.1. Announcements

10.2. Future Agenda Items

11. ADJOURNMENT

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

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

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Monday, November 24, 2025 by 6:00 p.m., and remained posted for at least 3 business days preceding the scheduled time of said meeting.



Tammy Heller, City Secretary

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





AGENDA ITEM:	1. Consider approval of minutes from the November 20, 2025 Regular City Council Meeting. <i>(Tammy Heller, City Secretary)</i>
SUBMITTED BY:	Tammy Heller
DATE SUBMITTED:	11/17/2025
MEETING DATE:	December 4, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. Minutes 11-20-2025



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

MINUTES

1. CALL TO ORDER

Mayor Jim Chiles called the Regular City Council Meeting to order on Thursday, November 20, 2025, at 6:00 PM.

2. CALL OF ROLL

City Secretary Tammy Heller conducted roll call. Present were Mayor Jim Chiles, Place 1 Rebecca Minnick, Place 2 Bo Bowman, Place 3 Chris Sheffield, Place 4 Bob Clark, and Place 5 David Cohen. A quorum was established.

3. INVOCATION

Scott Tidwell of the Fellowship of the Crossroads provided the invocation.

4. PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

The Pledge of Allegiance and the Texas Pledge were led by the Council.

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."

Mayor Chiles read a proclamation recognizing Ian and Sage Summers, a brother and sister duo from Wimberley, who won season 5 of the Fox television competition show, Lego Masters. The proclamation highlighted their exceptional creativity, teamwork, and ingenuity. Their winning build, "Zzz Wizard," will be displayed at Legoland New York. As the youngest winners in the show's history, they received \$100,000 and the Lego trophy. The Mayor proclaimed November 20, 2025, "Ian and Sage Summers Day" in recognition of their accomplishments and their inspiration to others to pursue their dreams and talents. The Council took a photo with the proclamation recipients.

6. CITIZENS COMMUNICATIONS

No citizens signed up to speak.

7. CONSENT AGENDA

7.1 Consider approval of minutes from the November 6, 2025 Regular City Council Meeting.

7.2 Consider approval of the September 2025 Revenue and Expenditure Report for the City of Wimberley.

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

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.

Councilmember Bowman recused himself due to his employment with the school district.

Nathan Glaiser, ACA/Director of Development Services, presented the application for a Wimberley Planned Development District with base zoning of Public Facilities for the Wimberley ISD's Danforth Campus and Scudder Campus. The proposal includes a new multi-purpose educational auditorium with supporting parking, a band hall addition and renovations at Danforth Junior High, a new shaded multi-purpose activity center, and improvements to Texan Stadium.

Mr. Glaiser explained that most properties included in this request are already zoned public facilities, except for a northwest property currently zoned commercial, which would revert to public facilities if approved. The applicant requested a general 10-foot setback from all property lines, height adjustments (50 feet for the educational auditorium, 25 feet for the band hall, and 65 feet for the shaded multi-purpose activity center), and increases to the maximum building footprint (150,000 square feet) and impervious cover (70% of net site area). The Planning and Zoning Commission unanimously approved the request.

Mayor Chiles opened the public hearing at 6:11 PM. With no one wishing to speak, the public hearing was closed at 6:12 PM.

During Council discussion, a question was posed regarding drainage plans given the 70% impervious cover. Mr. Glaiser explained that the applicant would need to go through the standard site development permit process, which includes city review of drainage requirements.

Rachel Toronjo from O'Connell Robertson, the architecture and engineering firm working with the district, explained the height requirements. She noted that the fly loft for the stage requires height to accommodate scenery, and the activity center needs height for athletics and band practice. She also confirmed that rainwater collection storage tanks would be included but are not visible in the renderings presented. Construction is scheduled to begin in June 2026 and run through summer 2027, with some work continuing into early 2028. The auditorium will seat 600 people.

Council Member Minnick moved to approve the planned development district with base zoning of public facilities on the property located at 200 Texan Boulevard as presented. Council Member Cohen seconded the motion. The motion passed unanimously (4-0, with Council Member Bowman recusing).

9. CITY STAFF REPORT

9.1 Receive the FY2025 Annual Parks Report.

Erica Flocke, Interim Parks Director, presented the FY2025 Annual Parks Report. She highlighted several achievements, including:

- Blue Hole Nature Center receiving \$3 million in funding from the 2020 Hays County Parks Bond
- The Memorial Day flood anniversary benefit concert sold over 300 tickets and had 19 sponsors
- The Bird City Texas certification
- Five awards from the Texas Recreation and Park Society Central Region
- A successful LCRA Steps Forward Day to repaint handrails at Old Baldy

Ms. Flocke reported that the Parks Department's website had 4.1 million total interactions and 273,000 unique visitors. Blue Hole Regional Park sold over 68,000 half-day passes generating \$628,999 in gross revenue, plus 402 season passes bringing in an additional \$45,000. Merchandise sales peaked at \$58,000.

She noted that weather events affected operations at Blue Hole, as flooding occurred during every major holiday weekend (Memorial Day, Fourth of July, and Labor Day). She highlighted that visitors came from across the United States and 17 other countries.

The Community Center had approximately 15,000 visitors from May through September. Programs like Zumba were very popular with over 1,500 attendees this year, while other programs such as belly dancing were discontinued due to low attendance.

Ms. Flocke discussed ongoing projects including the Martha Knies playground replacement, Blue Hole Nature Center design, Oak Park stage and vendor stalls, an aquatic feasibility study, and trail wayfinding improvements.

She reviewed the financial reports, noting that the Community Center generated about \$74,000 in revenue against \$254,000 in expenses, creating a subsidy of approximately \$180,000. The Parks Department generated over \$1 million in revenue (not including a \$271,929 TPWD grant reimbursement) and had expenses of \$954,885.

Council Members asked questions about the firefly population, international visitors, customer counter technology, and concerns about accessibility related to increased entrance fees. Ms. Flocke explained that Wimberley residents' fees had not increased and remained at \$2 per person for local nights, which are very popular and often reach the 280-person capacity.

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.

Ms. Flocke presented the Professional Services Agreement with Lake Flato for the Blue Hole Nature Center. She noted that the Parks Board had recommended removing LEED certification to save approximately \$66,000, reducing the total contract cost to \$894,740, with additional owner expenses of \$21,040, for a total of \$915,780.

Garrett Jones from Lake Flato explained that while they are removing the LEED certification process, they will still design to LEED standards and produce a sustainable project. He noted the certification is primarily a marketing tool that requires extensive documentation and removing it saves money without compromising the ecological design.

Garrett clarified that the contract covers design services, construction oversight, and all associated engineering costs, but not the actual construction. The construction budget target is \$4 million from the bond funding.

Tim Patek, City Administrator, noted that approval of this agreement is needed to access the \$3 million in Hays County funding for the project.

Council Member Cohen moved to approve the professional services agreement with Lake Flato for construction of the Blue Hole Nature Center. Council Member Clark seconded the motion. The motion passed unanimously (5-0).

10.2 Discuss and consider possible action regarding the spray field at Blue Hole Park.

Ms. Flocke presented information about a decommissioned spray field at Blue Hole Park that has been fenced off since its installation in 1987. The Parks Board unanimously recommended removing the fence and seeding the area with a native prairie mix to restore it for wildlife habitat and potential trail connectivity through the area.

Mr. Patek added that they would not remove the underground irrigation system but would till the surface and replant native species. Council Member Cohen expressed interest in planting milkweed to encourage butterflies, and Ms. Flocke confirmed this would be part of the native seed mix from Native American Seed Company.

Council Member Sheffield moved to remove the fence and reclaim the site as presented. Council Member Bowman seconded the motion. The motion passed unanimously (5-0).

10.3 Discuss and consider possible action regarding the leveled treatment area at Blue Hole.

Ms. Flocke presented information about another area at Blue Hole Park that had been clear-cut and leveled years ago for a planned wastewater treatment plant that was never built. The area, located where the county line meets the hike and bike trail, has erosion control fencing that has been in place for years to prevent sediment runoff into a nearby creek.

Ms. Flocke explained that the Parks Board had not made a motion on this item yet and wanted her to bring it back with more information. She proposed rehabilitating the area by bringing in native hay and soil to build up the humus layer, as the area is currently mostly

bare caliche road base with some grasses. She suggested connecting trails around it and adding educational signage about ecological succession.

A question was asked if a retaining wall might be needed, and Ms. Flocke indicated that cedar log erosion control could be a more natural alternative to the current fencing. She noted that the area had been used as a staging area for the trails project and still has decomposed granite stored there that Parks staff occasionally uses for trail maintenance.

Council Member Minnick moved to approve the action as discussed on the level treatment area to bring it back to life as presented. Council Member Cohen seconded the motion. The motion passed unanimously (5-0).

Council Member Minnick suggested taking pictures and doing a press release about the rehabilitation work to inform the public about these improvements.

10.4 Discuss and consider possible action related to Blue Hole Trail Wayfinding Signage.

Ms. Flocke presented a plan to improve trail signage at Blue Hole Regional Park, noting that the current trail system is confusing. The proposed plan designates specific trails with color codes and symbols (for accessibility and color-blind visitors). The markers would be placed at trail intersections and key access points, with approximately 45 markers planned throughout the system.

Ms. Flocke explained that they decided to use colors and symbols rather than names because many trail segments already have honorary names through the Friends group's donation program, which could cause confusion. The Parks Department already has cedar posts for the project and plans to route and paint the signs in-house.

Council Member Cohen asked about distance markers, and Ms. Flocke noted they had decided against including distances because there's no single direction for the trails, but they could reconsider this. She mentioned that the project would likely be completed during the winter when digging post holes is easier.

Council Member Sheffield moved to approve the Blue Hole Trail Wayfinding Signage plan as presented. Council Member Bowman seconded the motion. The motion passed unanimously (5-0).

11. CITY COUNCIL REPORTS

11.1 Announcements

Tammy Heller, City Secretary, announced that the city parade and tree lighting would take place on Saturday, November 29th after the Thanksgiving holiday. The parade will start at Lions Park at 6 PM, with council members meeting at Oak Park at 4:45 PM. She also noted that city offices would be closed November 26th, 27th, and 28th, with the next council meeting scheduled for December 4th.

Council Member Cohen reported that he attended the Hays County Health Department Advisory Board meeting, which elected a vice chair and will meet four times a year. He recommended getting a flu shot, as the southern hemisphere experienced a severe flu season this year.

Council Member Minnick mentioned that he serves on the mental health committee, which is currently restructuring.

Tim Patek noted that Erica Flocke is doing a great job as interim Parks Director and that they are looking at ways to reduce expenses in the Parks Department and Community Center. He also reported that the county is looking into installing a weather alert system at Jacobs Well with a siren that would reach about three-quarters of a mile.

11.2 Future Agenda Items

Council Member Minnick expressed interest in learning more about potential sirens along the river. City Administrator Patek stated he will reach out to the County to get an update on a future agenda.

12. ADJOURNMENT

Council Member Cohen made a motion to adjourn, seconded by Council Member Clark. The meeting was adjourned at 7:27 PM.

RECORDED BY:

Tammy Heller, City Secretary

APPROVED BY:

James T. Chiles, Mayor





AGENDA ITEM:	1. Discuss and consider possible action related to an Interlocal Agreement between Hays County and the City of Wimberley for floodplain administration and environmental health services. <i>(Tim Patek, City Administrator)</i>
SUBMITTED BY:	
DATE SUBMITTED:	11/24/2025
MEETING DATE:	December 4, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

This Interlocal Agreement aims to renew the existing agreement with Hays County for floodplain administration and environmental health services. For the fee of \$5,000 per month, the County will provide the following:

- Provide assistance in reviews, inspections, and enforcement of the City's Flood Damage Prevention Regulations.
- Review, inspect, permit, and enforce County Food Establishment Regulations within Wimberley City Limits.
- Perform health inspections for daycare and foster care facilities.
- Continue the County's Mosquito Surveillance Program.

The services rendered will not change between the previous agreement and the existing agreement. However, the fee paid by the city will increase from \$3,000 per month to \$5,000 per month. The fee increase is due to an increase in the cost incurred by Hays County and a general increase in the number of restaurants within Wimberley. This was budgeted for in the 2025-2026 FY budget.

REQUESTED ACTION

Motion
Discussion

FINANCIAL

\$5,000 per month.

STAFF RECOMMENDATION

Approval of this updated interlocal agreement.

ATTACHMENT/S

1. 2026 Wimberley Floodplain Environmental Health Services

INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY, TEXAS AND THE CITY OF WIMBERLEY, TEXAS REGARDING FLOODPLAIN ADMINISTRATION AND ENVIRONMENTAL HEALTH SERVICES

This Interlocal Agreement (the "ILA") regarding Floodplain Administration and Environmental Health Services is made on the last date entered below between the City of Wimberley, a Texas general law municipality (the "City"), and the County of Hays, a political subdivision of the State of Texas (the "County"), collectively referred to hereinafter as "the Parties." This ILA is for floodplain administration, environmental services for on-site sewage facilities ("OSSF"), and health inspection services for the area within the boundaries of the City.

WHEREAS, the City desires to comply with the National Flood Insurance Program within the boundaries of the City; and

WHEREAS, the City desires the County to administer the Flood Damage Prevention Regulations for the area within the boundaries of the City; and

WHEREAS, the City has adopted Flood Damage Prevention Regulations, which are necessary to comply with the National Flood Insurance Program; and

WHEREAS, the City desires to comply with the Texas Health and Safety Code for Retail Food Establishment Regulations within the boundaries of the City; and

WHEREAS, the City has rescinded its Food Establishment Regulations, and desires to use and enforce County regulations, which are necessary to comply with the Texas Health and Safety Code; and

WHEREAS, the City desires that Hays County administer Environmental Health Services for the area within the boundaries of the City; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

NOW THEREFORE the County and City mutually agree as follows:

I. PURPOSE

1.01 General. This Agreement will outline the services rendered by the County for review, inspections, and enforcement of Regulations adopted by the City and County. The City grants authority to the County to provide the application process, review, inspections, and enforcement of this Agreement under the Regulations adopted.

II. CITY OBLIGATIONS

2.01 City Obligations. The City shall review its Flood Damage Prevention Regulations from time to time and may update such Regulations. The City shall take any and all actions necessary to remain in compliance with Federal, State, and local Regulations during the entire term of this Agreement. As consideration for performance of this Agreement by the county, the City agrees to pay a monthly flat fee in the amount of Five Thousand Dollars (\$5,000.00 USD) and shall be paid directly to Hays County for services rendered. All such funds shall be retained to pay for services rendered by the County and the City shall not be obligated to pay any additional funds for the services rendered under this Agreement.

III.

COUNTY OBLIGATIONS

3.01 County Obligations. The parties agree the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County in its discretion sees fit.

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the County, except as herein provided. The parties agree that the County shall be acting as an independent contractor for the City in performing services contemplated by this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or negligence of the City.

The County will perform all duties of Floodplain Administrator as provided in said Regulations and provide to the City reviews, inspections, and enforcement. The City will accept application(s), supporting document(s), and collect all fees. The City shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the Director of Hays County Development Services, and/or their designee(s). The City, by and through its governing body, shall perform all duties required of the City and/or the governing body under the Regulations, including preparation of all permit documents. The Director and/or their designee(s) shall respond to all correspondence between the City and County within five (5) business days.

The County will review, inspect, permit, and enforce its Food Establishment Regulations. The County will accept application(s), supporting document(s) and collect all fees. The County shall perform health inspections for daycare facilities and foster care facilities as requested by the owner of the facility. The County, upon request of an inspection shall inspect a school cafeteria which is run by an Independent School District (ISD) and requires two (2) inspections per year. The City, by and through its governing body, shall perform all duties required of the City and/or the governing body under the Regulations.

The County shall conduct its Mosquito Surveillance Program within the boundaries of the city. The program consists of collecting mosquitos, transporting mosquitos to the Texas Department of State Health Services laboratory, and documenting/reporting findings. The City allows the County to enter and place mosquito traps on property in which the city owns.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach, or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could

not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency, or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms, including without limitation the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project, or upon final reimbursement of costs by the City, whichever is later. It is expressly understood and agreed that this Agreement may be terminated for any reason at any time by either party upon thirty (30) days written notice. The Agreement will have no force or effect until duly executed by all parties. This Agreement shall on September 30th, 2026. A renewal of this Agreement or extension may be granted if notification is given in writing to both parties at a minimum of thirty (30) days prior to the expiration.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If the City fails to make reimbursement payments under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, the City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, the City may, in addition to any other remedy at law or equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit A.

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if: (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Wimberley
221 Stillwater
Wimberley, TX 78676
512-847-0025

COUNTY: Hays County Department of Development Services
2171 Yarrington Road
Kyle, TX 78640
512-393-2150

WITH COPY TO: Hays County Criminal District Attorney's Office
Downtown Office
111 E. San Antonio St. #202
San Marcos, TX 78666

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.14 No Joint Venture. The Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS THEREOF, the Parties have each executed this Agreement, this the _____ day of _____, 2023 (“Effective Date”).

HAYS COUNTY

BY: _____
Ruben Becerra, Hays County Judge

DATE: _____

ATTEST: _____
Elaine H. Cardenas, County Clerk

CITY OF WIMBERLEY

BY: _____
Jim Chiles, City of Wimberley Mayor

DATE: _____

ATTEST: _____
Tammy Heller, City of Wimberley Secretary



AGENDA ITEM:	1. Announcements
SUBMITTED BY:	
DATE SUBMITTED:	11/17/2025
MEETING DATE:	December 4, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	2. Future Agenda Items
SUBMITTED BY:	
DATE SUBMITTED:	11/17/2025
MEETING DATE:	December 4, 2025

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None