

7.1. Announcements

7.2. Future Agenda Items

8. **ADJOURNMENT**

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 of the body, board, commission and/or committee. 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.

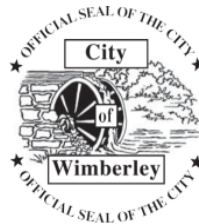
CERTIFICATION

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 Thursday, May 7, 2026 by 6:00 p.m., and remained posted for atleast 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) 847-0025 two business days in advance of the meeting for appropriate arrangements.





City of Wimberley

221 Stillwater, Wimberley, Texas 78676

REGULAR PARKS AND RECREATION BOARD MEETING

WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676

WEDNESDAY, APRIL 8, 2026 - 4:30 PM

MINUTES

1. CALL TO ORDER

Leah Cuddeback called the meeting to order at 4:32 p.m. on Wednesday, April 8, 2026.

2. CALL OF ROLL

Roll call conducted with the following members present: Rachel Buchanan, Lee Ann Linam, Lin Weber, and Leah Cuddeback. Amy Crowell and Lori Olson were noted as absent, with Anthony Deringer arriving after roll call.

3. CITIZENS COMMUNICATIONS

No citizens were present for public comments.

4. MINUTES

4.1. Consider approval of minutes from the March 11, 2026 Regular Parks and Recreation Advisory Board Meeting

Board members reviewed the March 11, 2026 meeting minutes. The board moved forward with approving the minutes noting minor clerical issues.

Leah Cuddeback made a motion to approve the March 11, 2026 meeting minutes as presented. Rachel Buchanan seconded the motion. The motion passed unanimously (5-0).

5. CITY STAFF REPORT

5.1. Parks Director report

Parks Director Erica Flocke provided comprehensive updates on various parks and recreation activities and projects. Swim season passes opened to non-residents on April 1st, with 61 of 400 passes remaining available. The department has sold 4,459 swim tickets generating approximately \$60,000 in revenue thus far. Summer camp registration showed nature camp at 41% capacity and summer camp at 32% capacity, with hopes for last-minute registrations.

The trail signage project is approximately halfway complete but has been delayed due to maintenance team workload, with completion expected in early June.

Regarding Texas State University Camp, Flocke reported that she reached out for updates, and was told that the facility is currently upgrading amenities and cannot accommodate Wimberley residents at this time, though future discussions are planned.

Hiring for operations staff is complete, including park supervisors and attendants, with only two counselor positions remaining to fill.

The aquatic feasibility study is progressing with stakeholder meetings scheduled for April 15th, including sessions with council members, YMCA representatives, and other key stakeholders organized by the consulting company.

Blue Hole dock repairs have been completed in preparation for summer season. Current water levels measured 31 inches at the testing location, compared to the normal level of 45 inches, though this represents significant improvement from the near-zero levels when the facility closed two years ago.

April programming includes Friday evening concerts from 6-8 PM featuring various bands, with attendance around 250-300 people typical, though weather may affect turnout. Other programs include Birds and Brew at Blue Hole on the 11th, a significant star party on the 18th during dark sky week with 300 RSVPs and 600 Facebook interests, and Camp No Kids on the 25th requiring 20 participants to proceed.

Hays County Parks Department staff will attend the May board meeting as guests. Flocke noted that city staff member Tammy had reached out to "the 4 L's" (Lori, Lee Ann, Leah, and Lin) regarding their term expirations.

6. DISCUSSION AND POSSIBLE ACTION

6.1. Discuss, consider and make a recommendation regarding the Blue Hole Nature Center project design

Tenna Florian from Lake Flato presented updated design plans for the Blue Hole Nature Center, addressing feedback from the previous meeting. The most significant change involved expanding restroom facilities to include two stalls each for men's and women's restrooms, while maintaining space for pump room, electrical room, and janitor's closet.

The design team explained their approach to building layout, including storage placement at the entry to create hierarchy and direct visitors along the exhibit-lined porch. The west-facing wall has minimal glazing due to low western sun concerns, though this limits natural light in one classroom. The team indicated they could explore adding more glazing on north and south walls if storage requirements allow.

Significant discussion centered on the rainwater collection system, which now requires a 28,000-gallon tank to accommodate 10,000 gallons reserved for fire suppression plus additional capacity for irrigation and toilet flushing. The tank location has been moved further

from the building per fire code requirements, connected via underground piping to a standpipe accessible to fire trucks.

Board members expressed interest in incorporating interpretive elements that tell the water story, including potential digital dashboards showing water usage and conservation. Leah Cuddeback mentioned a partnership opportunity with Texas Water Trade for free sub-metering hardware and monitoring software that could provide real-time water usage data.

The site plan includes an acequia-style water channel from the tank for tree irrigation and educational purposes, along with a hand pump allowing children to interact with the water system. Multiple "play zones" are planned throughout the landscape to satisfy grant requirements for nature-based educational activities.

Board members stressed the importance of hands-on learning opportunities beyond static signage, suggesting activities like watershed models and karst aquifer demonstrations. The design team confirmed that specific play elements would be developed further and brought back for board review.

Renderings showed the building's integration with the landscape, including potential solar panels on the extended roof structure. The team indicated the building could achieve net-zero energy and will be designed as "solar ready" even if panels aren't initially installed.

6.2. Discuss, consider and make a recommendation for approval of a donor recognition feature to support fundraising for the Martha Knies Playground Project through Friends of Wimberley Parks

Parks Director Flocke presented options for donor recognition to support fundraising for the Martha Knies playground project, with Friends of Wimberley Parks serving as the fundraising organization. Three options were considered: mounted plaques similar to those at Shield Ranch, traditional brick pavers, or additional signage similar to existing park signs.

Board discussion revealed preference for brick pavers over additional visual elements, citing concerns that the park already has sufficient signage and visual features. Board members appreciated that pavers would be subtle, viewable on choice rather than prominently displayed, and could be added incrementally over time.

The paver installation would replace the current decomposed granite pathway from the playground area to the pavilion, addressing both recognition needs and improving accessibility, as the current surface becomes slippery when wet. Board members suggested incorporating feather designs into the pavers to connect with the playground's bird theme.

Flocke indicated she would return with specific paver design options for board review and recommendation.

6.3. Receive an update and hold discussion related to the Parks and Recreation Comprehensive Master Plan

Parks Director Flocke provided updates on master plan implementation, noting that Hays County Parks Department representative Karl Flocke would attend the May meeting to discuss regional coordination opportunities. She reported that Texas Water Development Board grants previously considered for land acquisition are no longer available for that purpose.

Discussion touched on various master plan elements, including ongoing playground replacement at Martha Knies, potential restroom expansion as a future project, and challenges with U-Camp availability. Board members noted that with U-Camp indefinitely unavailable, alternative water access partnerships might need exploration, though this would be addressed in the aquatic feasibility study.

The board discussed Old Baldy Park improvements following recent social media attention that generated 1.7 million views on an Instagram reel. Recent improvements included step repairs requiring 24-hour park closure, addition of two parking spaces, tree trimming for better vehicle access, and increased staff monitoring. The park's viral fame has created management challenges for the small 12-space parking area, with visitors traveling specifically to Wimberley to see Old Baldy

7. BOARD MEMBER REPORTS

Board members confirmed their availability for upcoming meetings, with Lee Ann Linam noting they would be absent in May but available for other scheduled meetings. Parks Director Flocke requested advance notice of any summer vacation conflicts since she will be on leave with staff members Rachel, Izzy, and Bryce covering meeting responsibilities.

8. ADJOURNMENT

Lee Ann Linam moved to adjourn the meeting. Lin Weber seconded the motion. The motion passed unanimously (5-0).

The meeting adjourned at 5:38 PM.

RECORDED BY:

APPROVED BY:

PARB Secretary or Staff Liaison

PARB Chairperson





AGENDA ITEM:	1. Parks Director report
SUBMITTED BY:	Erica Flocke
DATE SUBMITTED:	05/04/2026
MEETING DATE:	May 13, 2026

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

- Swim reservations
- Water levels
- Camp registration
- Blue Hole road maintenance — crosswalks, arrows, parking stops, speed bumps
- Aquatic Feasibility Study update — stakeholder meetings, survey
- Concerts in the Park, Birds and Brew, Star Party, Migratory Bird Day Festival recaps
- Programs and events in May
- Blue Hole Nature Center updates
- Budget information at June meeting

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	1. Discuss regional parks, trails, connectivity, and land acquisition efforts, including Hays County priorities and potential opportunities for collaboration with the City of Wimberley. (Erica Flocke, Parks and Recreation Director)
SUBMITTED BY:	
DATE SUBMITTED:	05/05/2026
MEETING DATE:	May 13, 2026

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

None



AGENDA ITEM:	2. Discuss, consider and make a recommendation for the Martha Knies Playground Fundraising paver design options and pricing structure (Erica Flocke, Parks and Recreation Director).
SUBMITTED BY:	
DATE SUBMITTED:	05/05/2026
MEETING DATE:	May 13, 2026

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION


FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. MK Pavers

CONCRETE BRICK PRICES – MINIMUM 5 PIECES PER SIZE – SHIPPING INCLUDED

	SIZE	4" x 8" x 2 ³ / ₈ "	8" x 8" x 2 ³ / ₈ "	12" x 12" x 2 ³ / ₈ "
	PRICING	\$19.50	\$27.50	\$48.50

CLIP ART & LOGO PRICES

All logos are \$6 each (refer to our [Clip Art Library](#) for more options)

Brick Color Tan



Brick Color Gray



Brick Color Beige



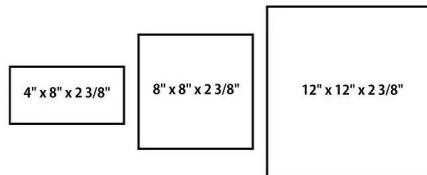
Brick Color Red



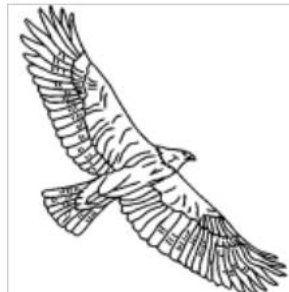
CONCRETE BRICK SIZES

All of our concrete bricks are available in the sizes below:

Engraved Concrete Brick Sizes



A86



A104



A107



A108



A111



A110



AGENDA ITEM:	3. Discuss, consider and make a recommendation for approval of engaging MHS Planning to provide grant writing services for the Texas Parks and Wildlife Department Outdoor Recreation Grant. (Erica Flocke, Parks and Recreation Director)
SUBMITTED BY:	
DATE SUBMITTED:	05/05/2026
MEETING DATE:	May 13, 2026

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

REQUESTED ACTION

FINANCIAL

STAFF RECOMMENDATION

ATTACHMENT/S

1. TWPD MHS Professional Services Agreement
2. Blue Hole Nature Center_Indoor TPWD Grant_Letter of Agreement (05.08.2026)

IV. COMPENSATION TO CONSULTANT

4.1 Payment will be made to Consultant for eleven thousand five hundred and 00/100 dollars (\$11,500.00) upon the completion and the granting or denial of the TPWD Grant application, reimbursement of travel costs, and up to six hundred fifty and 00/100 dollars fifty (\$650.00) for reproduction costs.

4.2 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Administrator, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed three percent (3%) of the funds received as a TPWD Grant award. The Parties acknowledge that the TPWD Grant has a maximum award amount of \$1,500,000.00 and, should that maximum TPWD Grant amount be awarded to the City, the City will pay no more than 3%, or \$45,000.00, of the maximum TPWD Grant amount, to Consultant.

4.3 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified above. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies should the City receive TPWD Grant funds.

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other

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

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

VII. TERMINATION

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

7.2 *Termination Without Cause.* This Agreement may be terminated by City upon 10 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice. If this Agreement is so terminated, the City will pay Consultant for all work completed prior to the time of termination, based on the hourly rates indicated on **Attachment B**.

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

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

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

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

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

services performed pursuant to this Agreement.

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

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

VIII. NOTICE

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

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

If intended for Consultant, to: _____
Attn: _____

IX. INSURANCE

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

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon

changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

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

**City of Wimberley
Insurance Requirements**

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

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial (Public) Liability to include coverage for: General Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate Or	City to be listed as additional insured and provide 30 days’ notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation

Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000 each claim	

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

The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in Section VII within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Wimberley where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium. In the event Consultant's carriers will not provide the aforementioned notices, Consultant shall be responsible for providing them instead.

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

In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required,

the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all

claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY'S agent, the CITY'S employee or other entity, excluding the CONSULTANT or the CONSULTANT'S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: _____ Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted,

Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

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

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics

Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be

deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

Attachment A - Scope of Services and Project Schedule
Attachment B - Fee Summary for Professional Services.

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

25.6 **Texas Government Code Mandatory Provision.** The City of Wimberley may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

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

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

XXVI. LIMITATION OF LIABILITY WAIVER OF CONSEQUENTIAL DAMAGES

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF WIMBERLEY

**CONSULTANT
MHS Planning & Design, LLC**

(Signature)

(Signature)

Printed Name: Tim Patek

Printed Name: Hunter N. Rush

Title: City Administrator

Title: Partner & Senior Planner

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

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

Attachment A

Scope of Services and Project Schedule

Consultant will provide assistance with the development of a Texas Parks & Wildlife Local Parks – Indoor Grant Application (TPWD Grant) for the proposed Blue Hole Nature Center in Wimberley, Texas (City).

Consultant Responsibilities:

Prepare and coordinate the application

Assist with and/or provide examples and templates of items required by TPWD

Provide a formal list of required items via email (after approval of Agreement)

Complete the TPWD Grant application, including:

- required grant site plan

- project budget

- narrative

- photographs of the site

- any other standard items necessary to submit a complete and competitive application

Coordinate with the following throughout the grant development process:

- the City

- architects

- other City partners (as needed)

After the application has been reviewed, approved for submittal, and submitted to TPWD, if TPWD requests revisions or additional info, Consultant MHS shall assist the City to fulfill such request(s) from TPWD.

City responsibilities:

- pass resolution prior to filing the grant application

- provide proof of legal control in the form of a deed

- provide a letter of commitment from the City or appropriate partners concerning funding assistance

- provide the location of utility easements above and below the ground at the site, if not readily identifiable/available to the public

- grant permission to Consultant to access the TPWD RGO 2020 account for the development of the application

**Attachment B
Fee Summary for Professional Services**

The City shall pay Consultant a fee for the development and submittal of the application after it is completed and the application is either granted or denied.

When the City receives TPWD Grant funds, the City shall pay MHS a fee of three percent (3%) of the awarded grant amount for the development and submittal of the application.

Consultant Hourly Rate Sheet

This Agreement may be terminated by the City by providing ten (10) days written notice. If this Agreement is terminated, the City will pay Consultant for all work completed prior to the time of termination, based on the hourly rate sheet below:



2026 MHS Hourly Rates

Engineering

Senior Professional Engineer	\$275.00 per hour
Professional Engineer	\$185.00 per hour
Graduate Engineer	\$135.00 per hour
Civil Engineering Intern	\$90.00 per hour

Landscape Architecture

Senior Landscape Architect	\$275.00 per hour
Landscape Architect	\$185.00 per hour
Landscape Designer	\$115.00 per hour
Landscape Intern	\$90.00 per hour

Planning

Senior Planner	\$245.00 per hour
Planner	\$140.00 per hour
Planning Intern	\$90.00 per hour

Graphic Design

Senior Graphics Designer	\$240.00 per hour
Graphics Designer	\$155.00 per hour

Drafting

Senior CAD Designer	\$145.00 per hour
CAD Designer	\$130.00 per hour

CAD Drafter\$105.00 per hour

Office Admin

Word Processing/Clerical \$90.00 per hour

Mileage..... 2026 Standard IRS

Reproduction, Aerial photography, etcCost plus 15%

A service charge of 1.5% per month (18% annual rate) will be added to all balances 30 days past due and will continue each month until the past due amount is received.



08 May 2026

Ms. Erica Flocke, Parks Director
333 Blue Hole Lane
Wimberley, Texas 78676
Via Email: eflocke@cityofwimberley.com

RE: Blue Hole Nature Center - Texas Parks & Wildlife Indoor Grant Application

It is with great pleasure that I present this Letter of Agreement (“Agreement”) to provide assistance with the development of a Texas Parks & Wildlife Local Parks – Indoor Grant Application (“TPWD Grant”) for the proposed Blue Hole Nature Center in Wimberley, Texas (the “City”). The TPWD Grant has a ceiling of \$1,500,000 with a 50/50 reimburseable match from the City.

MHS Planning & Design, LLC (“MHS”) will complete the grant application, including the required grant site plan, project budget, narrative, photographs of the site, and any other standard items necessary to submit a complete and competitive application. In addition, MHS will coordinate with the City, architects, and other City partners (as needed) throughout the grant development process.

MHS will be responsible for preparing and coordinating the application. The City will need to pass a resolution prior to filing the grant application. In addition, the City will need to provide proof of legal control in the form of a deed, a letter of commitment from the City or appropriate partners concerning funding assistance, and the location of utility easements above and below the ground at the site, if they are not readily available to the public. The City will need to allow MHS permission to access the TPWD RGO 2020 account for the development of the application. MHS will be able to assist and/or provide examples and templates of items required by Texas Parks and Wildlife Department (“TPWD”) to the City. A formal list of required items will be provided via email after the approval of this Agreement.

Once the application has been reviewed, approved and submitted to TPWD, MHS will assist the City with any revisions and/or additional information requested by TPWD regarding the submission.

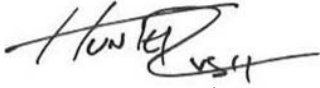
MHS will complete the TPWD Grant Application for a fee of \$11,500.00 plus actual travel and reproduction expense (not to exceed \$650) incurred during the development of the application.

MHS has confidence this will be a successful application, however, the grant application fee is due to MHS, even if the project is not funded. If the City is successful in receiving grant funds, a fee of three percent (3%) of the awarded grant amount will be due to MHS at the time of award (anticipated January 2027).

This Agreement may be terminated by the City by providing ten (10) days written notice. If this Agreement is terminated, the City will pay MHS for any and all work completed prior to the time of termination, based on the hourly rate sheet attached as Exhibit A.

If this Agreement meets your approval, please sign and return a copy. The completed application will be submitted to TPWD on or prior to the deadline on August 3, 2026. I look forward to working with you and if you have any questions or need additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Hunter N. Rush". The signature is stylized and cursive, with a long horizontal stroke extending to the right.

Hunter N. Rush
Senior Planner | Partner



2026 MHS Hourly Rates

Engineering

Senior Professional Engineer.....	\$275.00 per hour
Professional Engineer.....	\$185.00 per hour
Graduate Engineer.....	\$135.00 per hour
Civil Engineering Intern.....	\$90.00 per hour

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Senior Landscape Architect.....	\$275.00 per hour
Landscape Architect.....	\$185.00 per hour
Landscape Designer.....	\$115.00 per hour
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Senior Planner.....	\$245.00 per hour
Planner.....	\$140.00 per hour
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Senior Graphics Designer.....	\$240.00 per hour
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CAD Drafter.....	\$105.00 per hour

Office Admin

Word Processing/Clerical.....	\$90.00 per hour
Mileage.....	2026 Standard IRS
Reproduction, Aerial photography, etc.....	Cost plus 15%

A service charge of 1.5% per month (18% annual rate) will be added to all balances 30 days past due and will continue each month until the past due amount is received.