

City of Wimberley

12111 Ranch Road 12, P.O. Box 2027, Wimberley, Texas, 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL-CITY COUNCIL CHAMBERS
12111 RANCH ROAD 12, WIMBERLEY, TEXAS
JANUARY 15, 2009 6:30 P.M.

AGENDA

CALL TO ORDER: JANUARY 15, 2009 @ 6:30 P.M.

CALL OF ROLL: CITY SECRETARY

INVOCATION

PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

CITIZENS COMMUNICATIONS:

THE CITY COUNCIL WELCOMES COMMENTS FROM CITIZENS ON ISSUES AND ITEMS OF CONCERN, NOT ON THIS AGENDA. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AND OBSERVE A THREE-MINUTE TIME LIMIT WHEN ADDRESSING COUNCIL. SPEAKERS WILL HAVE ONE OPPORTUNITY TO SPEAK DURING THE TIME PERIOD. SPEAKERS DESIRING TO SPEAK ON AN AGENDA ITEM WILL BE ALLOWED TO SPEAK WHEN THE AGENDA ITEM IS CALLED. INQUIRIES ABOUT MATTERS NOT LISTED ON THE AGENDA WILL EITHER BE DIRECTED TO STAFF OR PLACED ON A FUTURE AGENDA FOR COUNCIL CONSIDERATION.

1. CONSENT AGENDA

THE FOLLOWING ITEMS MAY BE ACTED UPON IN ONE MOTION. NO SEPARATE DISCUSSION OR ACTION IS NECESSARY UNLESS REQUESTED BY A COUNCIL MEMBER OR CITIZEN, IN WHICH EVENT THOSE ITEMS WILL BE PULLED FROM THE CONSENT AGENDA FOR SEPARATE CONSIDERATION.

- (A) APPROVAL OF MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF DECEMBER 18, 2008.
- (B) APPROVAL OF THE NOVEMBER 2008 FINANCIAL STATEMENTS FOR THE CITY OF WIMBERLEY.

2. CITY ADMINISTRATOR REPORT

- STATUS REPORT ON EFFORTS UNDERWAY TO SECURE FEDERAL FUNDING FOR THE DOWNTOWN WASTEWATER PROJECT
- STATUS REPORT ON THE DEVELOPMENT OF THE BLUE HOLE REGIONAL PARK
- STATUS REPORT ON THE COORDINATED COMPLIANCE REVIEW OF SEPTIC SYSTEMS IN DOWNTOWN WIMBERLEY
- STATUS REPORT ON THE CITY INITIATED COMMERCIAL ZONING PROJECT
- STATUS REPORT ON THE UPDATE OF THE CITY OF WIMBERLEY WEB SITE

- STATUS REPORT ON ACTIVITIES OF THE WIMBERLEY MUNICIPAL COURT
- STATUS REPORT ON ACTIVITIES OF THE CITY MARSHAL

3. PRESENTATIONS

- (A) PRESENTATION BY REPRESENTATIVES OF THE PEDERNALES ELECTRIC COOPERATIVE (PEC) OF *THE PEC QUARTERLY REPORT*.
- (B) PRESENTATION BY THE CITY ATTORNEY ON ISSUES RELATING TO BECOMING A HOME RULE MUNICIPALITY.
- (C) PRESENTATION BY CITY STAFF ON THE 2008 DEVELOPMENT REPORT FOR THE CITY OF WIMBERLEY.

4. PUBLIC HEARING AND POSSIBLE ACTION

- (A) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF A PROPOSED APPLICATION FROM THE CITY OF WIMBERLEY FOR AN OUTSIDE RECREATIONAL GRANT FROM THE TEXAS PARKS AND WILDLIFE DEPARTMENT AND CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE SUBMISSION OF THE SUBJECT GRANT APPLICATION. (*CITY ADMINISTRATOR*)
- (B) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR A 0.24 ACRE TRACT LOCATED AT 180 HENSON DRIVE, WIMBERLEY, HAYS COUNTY, TEXAS, DESIGNATING INITIAL ZONING FOR SUCH TRACT AS MOBILE HOME (MH); AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING. (*LISA POWELL, APPLICANT*)
- (C) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR A 3.11 ACRE TRACT LOCATED AT 320 WIMBERLEY SQUARE, WIMBERLEY, HAYS COUNTY, TEXAS, DESIGNATING INITIAL ZONING FOR SUCH TRACT AS COMMERCIAL-HIGH IMPACT (C-3); AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING. (*CALKINS INTEREST LTD., APPLICANT; KELLY KILBER, AGENT*)
- (D) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF AN APPLICATION FOR A PRELIMINARY PLAN AND FINAL PLAT OF 3.11 ACRES TO BE KNOWN AS THE CCC ADDITION LOCATED AT 320 WIMBERLEY SQUARE, WIMBERLEY, HAYS COUNTY, TEXAS. (*CALKINS INTEREST LTD., APPLICANT; RANDY BURT, AGENT*)

- (E) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF THE FIRST READING OF AN ORDINANCE AMENDING SUBSECTIONS 33.02 (TRANSPORTATION ADVISORY BOARD), 33.03 (WATER AND WASTEWATER ADVISORY BOARD), 33.04 (PARKS AND RECREATION BOARD), 150.01 (BUILDING CODE BOARD OF REVIEW), AND 155.107 (PLANNING AND ZONING COMMISSION), OF THE CODE OF ORDINANCES OF THE CITY OF WIMBERLEY, TEXAS, IN ORDER FOR ALL BOARDS TO HAVE THE SAME NUMBER OF APPOINTMENTS AND REVISE THE RESIDENCY REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE; PROPER NOTICE AND MEETING, SEVERABILITY AND REPEALER. *(PLACE FIVE COUNCIL MEMBER DICK LARSON)*

5. **RESOLUTIONS**

- (A) CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING THE CITY OF WIMBERLEY, TEXAS TO SUPPORT THE HAYS COUNTY, TEXAS APPLICATION FOR FLOOD PROTECTION PLANNING GRANT ASSISTANCE FILED WITH THE TEXAS WATER DEVELOPMENT BOARD *(PRECINCT THREE HAYS COUNTY COMMISSIONER WILL CONLEY)*
- (B) CONSIDER APPROVAL OF A RESOLUTION OF THE CITY OF WIMBERLEY, TEXAS ACCEPTING A GIFT OF REAL PROPERTY FROM PEDERNALES ELECTRIC COOPERATIVE, INC. *(CITY ADMINISTRATOR)*

6. **ORDINANCES**

CONSIDER APPROVAL OF THE FIRST READING OF AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS AMENDING TITLE V (PUBLIC WORKS) BY CREATING CHAPTER 51 (WATER CONSERVATION) OF THE CODE OF ORDINANCES IN ORDER TO ESTABLISH REGULATIONS TO CONSERVE WATER; PROVIDING FOR A PENALTY FOR VIOLATIONS OF THE ORDINANCE; FINDINGS OF FACT; REPEALER, SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING. *(PLACE FOUR COUNCIL MEMBER STEVE THURBER)*

7. **DISCUSSION AND POSSIBLE ACTION**

- (A) DISCUSS AND CONSIDER THE DESIGNATION OF THE CITY ADMINISTRATOR AS THE POINT OF CONTACT FOR THE CITY OF WIMBERLEY UNDER THE HAYS COUNTY EMERGENCY MANAGEMENT PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE PAPERWORK NECESSARY TO MAKE THE DESIGNATION. *(CITY ADMINISTRATOR)*
- (B) DISCUSS AND CONSIDER APPROVAL OF A LOGO DESIGN FOR THE TENNIS CENTER TO BE BUILT AT THE BLUE HOLE REGIONAL PARK. *(CITY ADMINISTRATOR)*
- (C) DISCUSS AND CONSIDER APPROVAL OF A COMMERCIAL LEASE AGREEMENT FOR THE EXISTING CITY OF WIMBERLEY CITY HALL OFFICE SPACE AND STORAGE SPACE. *(CITY ADMINISTRATOR)*
- (D) DISCUSS AND CONSIDER APPROVAL OF THE TRANSFER OF \$5,000 FROM THE CITY OF WIMBERLEY UNRESTRICTED GENERAL FUND BALANCE TO MEET A PRIOR COMMITMENT TO PROVIDE MATCHING FUNDS TO HAYS COUNTY FOR THE DEVELOPMENT OF A REGIONAL WATER SUPPLY AND WASTEWATER FACILITY PLAN AND AMENDING THE FISCAL YEAR 2009 BUDGET TO REFLECT THE TRANSFER. *(CITY ADMINISTRATOR)*

- (E) DISCUSS AND CONSIDER APPROVAL OF THE TRANSFER OF \$2,000 FROM THE CITY OF WIMBERLEY UNRESTRICTED GENERAL FUND BALANCE TO FUND REPAIRS TO THE AIR CONDITIONING SYSTEM AT THE CITY-OWNED WIMBERLEY COMMUNITY CENTER AND AMENDING THE FISCAL YEAR 2009 BUDGET TO REFLECT THE TRANSFER. (CITY ADMINISTRATOR)
- (F) DISCUSS AND CONSIDER APPROVAL OF A PROPOSED AMENDMENT TO THE CITY OF WIMBERLEY INVESTMENT POLICY. (CITY ADMINISTRATOR)
- (G) DISCUSS AND CONSIDER APPROVAL OF THE ROUTES FOR *THE 10K SPRING WALK IN WIMBERLEY* SCHEDULED FOR MARCH 21st AND 22nd, 2009. (MAYOR PRO-TEM BOB FLOCKE)
- (H) DISCUSS AND CONSIDER APPROVAL OF A NOMINATION TO SERVE ON THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION BOARD AS THE SMALL CITIES REPRESENTATIVE FOR HAYS COUNTY. (MAYOR TOM HALEY, CITY ADMINISTRATOR)
- (I) DISCUSS AND CONSIDER ACTION SETTING THE DATE FOR A SPECIAL CITY COUNCIL MEETING TO DISCUSS AND TAKE POSSIBLE ACTION ON THE DEVELOPMENT OF A JOINT GOVERNMENTAL SERVICES FACILITY IN WIMBERLEY. (CITY ADMINISTRATOR)
- (J) DISCUSS AND CONSIDER ACTION APPROVING A VARIANCE TO THE CITY OF WIMBERLEY SIGN REGULATIONS FOR A BUSINESS LOCATED AT 12605 RANCH ROAD 12. (CITY ADMINISTRATOR)
- (K) DISCUSS AND CONSIDER ACTION ON A REQUEST FOR THE CITY OF WIMBERLEY TO SUPPORT THE EFFORTS OF CARSON PROPERTIES TO GAIN ACCESS TO WASTEWATER SERVICE FOR A PLANNED MIXED USE DEVELOPMENT ON PROPERTY ABUTTING CYPRESS CREEK. (CITY ADMINISTRATOR)

8. CITY COUNCIL REPORTS

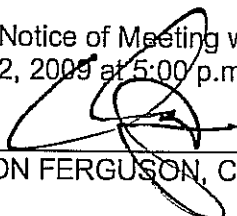
- ANNOUNCEMENTS
- FUTURE AGENDA ITEMS

ADJOURNMENT

THE CITY COUNCIL MAY RETIRE INTO EXECUTIVE SESSION AT ANY TIME BETWEEN THE MEETING'S OPENING AND ADJOURNMENT FOR THE PURPOSE OF DISCUSSING ANY MATTERS LISTED ON THE AGENDA AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE INCLUDING, BUT NOT LIMITED TO, HOMELAND SECURITY PURSUANT TO CHAPTER 418.183 OF THE TEXAS LOCAL GOVERNMENT CODE; CONSULTATION WITH LEGAL COUNSEL PURSUANT TO CHAPTER 551.071 OF THE TEXAS GOVERNMENT CODE; DISCUSSION ABOUT REAL ESTATE ACQUISITION PURSUANT TO CHAPTER 551.072 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF PERSONNEL MATTERS PURSUANT TO CHAPTER 551.074 OF THE TEXAS GOVERNMENT CODE; DELIBERATIONS ABOUT GIFTS AND DONATIONS PURSUANT TO CHAPTER 551.076 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF ECONOMIC DEVELOPMENT PURSUANT TO CHAPTER 551.087 OF THE TEXAS GOVERNMENT CODE; ACTION, IF ANY, WILL BE TAKEN IN OPEN SESSION.

CERTIFICATION

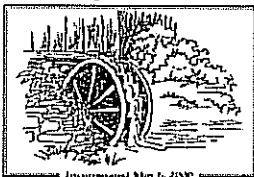
I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Wimberley City Hall on January 12, 2009 at 5:00 p.m.



DON FERGUSON, CITY ADMINISTRATOR

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 Don Ferguson, City Administrator, at (512) 847-0025 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: APPROVAL OF DECEMBER
18, 2008 MINUTES OF SPECIAL CITY COUNCIL
MEETING

Funds Required:

Funds Available:

Council Action Requested:

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Discussion

Project/Proposal Summary:

Attached are minutes for the December 18, 2008 Special City Council Meeting for review and consideration.

City of Wimberley
City Hall, 12111 Ranch Road 12, Ste. 114
Wimberley, Texas 78676
Minutes of Special Meeting of City Council
December 18, 2008 at 10:00 a.m.

City Council meeting called to order at 10:01 a.m. by Mayor Tom Haley.

Councilmembers Present: Mayor Haley and Councilmembers Charles Roccaforte, Bob Flocke, Jeri Xiques, Steve Thurber, and Dick Larson.

Staff Present: City Administrator Don Ferguson, Assistant City Attorney Cindy Crosby and City Secretary Cara McPartland,

1. Consent Agenda

- A. Approval of minutes of the regular City Council meeting of December 4, 2008
- B. Approval of the October 2008 Financial Statements for the City of Wimberley

City Administrator Ferguson asked to pull the October 2008 Financial Statements. Councilmember Xiques moved to approve the minutes of December 4, 2008 as presented. Councilmember Roccaforte seconded. Motion carried on a vote of 5-0.

City Administrator Ferguson noted the following correction to the October 2008 Financial Statements: Amount of \$2,432.00 on Line 701.13 (Public Works/Code Enforcement Expenditures) should be carried over to "YTD Actual" column on page 9. Discussion clarified the purpose and need for Line 806, Animal Control (Public Safety/Courts Expenditures) in the amount of \$6,000. Councilmember Thurber moved to approve the October 2008 Financial Statements with the stated correction. Councilmember Xiques seconded. Motion carried on a vote of 5-0.

2. Public Hearing and Possible Action

- A. Hold a public hearing and consider approval of an ordinance of the City of Wimberley, amending Section 155 (Zoning), Appendix F, of the Code of Wimberley, designating geographic boundaries for a particular zoning district and classification for a 1.72 acre tract located at 701 FM 2325, Wimberley, Hays County, Texas, designating initial zoning for such tract as Commercial Low Impact (C-1); and providing for the following: delineation on zoning map; severability; effective date and proper notice and meeting (*Tony Saucedo, Applicant*).

City Administrator Ferguson reviewed the application for initial zoning in order to allow for a change in use on the property from residential to a commercial parking area. He noted the subject property's current/proposed zoning/uses, location, planning area, and overlay. Mr. Ferguson advised that the applicant's site plan will be required to comply with development regulations, with staff recommending approval. He reported that the Planning and Zoning Commission unanimously recommended approval at its meeting on December 11, 2008.

Mayor Haley opened the public hearing. Hearing no response, Mayor Haley closed the public hearing and opened Council discussion. Councilmember Larson moved to approve the item as presented. Councilmember Xiques seconded. Brief discussion addressed impervious cover requirements and decommission of the existing septic system for the residential structure demolished to allow for additional parking. Motion carried on a vote of 5-0.

- B. Hold a public hearing and consider approval of an ordinance of the City of Wimberley, amending Section 155 (Zoning), Appendix F, of the Code of Wimberley, designating geographic boundaries for a particular zoning district and classification for Lots 17 and 23, Wagon Wheel Section 1, located at 201 and 411 Hub Drive, Wimberley, Hays County, Texas, designating such tracts from Single Family Residential 2 (R-2) to Single Family Residential 3 (R-3); and providing for the following: delineation on zoning map; severability; effective date and proper notice and meeting (*Nancy Finer, Applicant; Cassandra Hager, Agent*).

City Administrator Ferguson explained that this application is to correct the initial City-initiated zoning of the subject property, which relied on inaccurate acreage data from Hays Central Appraisal District. The requested zoning meets the lot size requirements of the R-3 zoning district and should be held to the appropriate development regulations. Mr. Ferguson advised of staff's recommendation for approval and noted that two other properties in Wagon Wheel subdivision will be rezoned as part of the current City-initiated commercial zoning project in order to correct similar errors.

Mayor Haley opened the public hearing. Hearing no response, Mayor Haley closed the public hearing and opened Council discussion. Discussion established that the two lots are not being combined. Councilmember Xiques moved to approve the item as presented. Councilmember Larson seconded. Motion carried on a vote of 5-0.

- C. Hold a public hearing and consider approval of an ordinance of the City of Wimberley, amending Section 155 (Zoning), Appendix F, of the Code of Wimberley, designating geographic boundaries for a particular zoning district and classification for a particular tract of real property located at 2635 Flite Acres, Wimberley, Hays County, Texas, designating such tract from Residential Acreage (RA) to Rural Residential (R-1); and providing for the following: delineation on zoning map; severability; effective date and proper notice and meeting (*Lon Breitenbach, Applicant*).

Due to withdrawal of this application at the written request of the applicant, no action was taken on this item.

- D. Hold a public hearing and consider approval of an ordinance of the City of Wimberley, amending Section 155 (Zoning), Appendix F, of the Code of Wimberley, designating geographic boundaries for a particular zoning district and classification for a 0.24 acre tract located at 180 Henson Drive, Wimberley, Hays County, Texas, designating initial zoning for such tract as Single Family Residential 3 (R-3); and providing for the following: delineation on zoning map; severability; effective date and proper notice and meeting (*Lisa Powell, Applicant*).

Due to the withdrawal of the application at the written request of the applicant, no action was taken on this item.

- E. Hold a public hearing and consider approval of an application to replat Lot 6 Flite Acres/Little Ranches located off Hoots Holler Road, Wimberley, Hays County, Texas along with requested exceptions to the City Code requirements relating to minimum width/maximum depth lot ratios, public right of way access/frontage and minimum lot width (*Lon Breitenbach, Applicant*).

Due to withdrawal of this application at the written request of the applicant, no action was taken on this item.

3. City Council Reports

- Announcements
- Future Agenda Items

Councilmember Thurber requested presentation of information on home rule cities by Texas Municipal League representatives as a future agenda item.

Hearing no more announcements or future agenda items, Councilmember Larson moved to adjourn. Councilmember Xiques seconded. Motion carried on a vote of 5-0.

Mayor Haley called the meeting adjourned.

Adjournment: Council meeting adjourned at 10:10 a.m.

Recorded by:

Cara McPartland

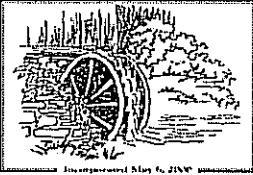
These minutes approved on the _____ of January, 2009.

APPROVED:

Tom Haley, Mayor

DRAFT

City Council Agenda Form



Date Submitted: December 31, 2008

Agenda Date Requested: January 15, 2009

Project/Proposal Title: APPROVAL OF NOVEMBER
2008 FINANCIAL REPORTS

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☐ Resolution

☒ Motion

☐ Discussion

Project/Proposal Summary:

Attached are the November 2008 Financial Reports for review and consideration.

Council Package
Financial Statements Village of Wimberley
For the Period Ended 11/30/2008

☒ Balance Sheet
☒ Revenue/Expenditure - Consolidated
☒ Budget Vs Actual - General
☒ Budget Vs Actual - Blue Hole
☒ Budget Vs Actual - Municipal Court
☒ Cypress Creek Nature Trail - Financial Statements

1-7-09

Faxed to: 512-847-0422 *20 pgs*

City of Wimberley
Balance Sheet - Modified Accrual Basis
November 30, 2008

Assets

Current Assets

101.10 Petty Cash-General	\$ 150.00
103.10 Cash - Blanco National Bank - General	262,820.53
105.10 Cash - Blanco National Bank - CD	217,930.17
108.40 Cash - Blanco National Bank - Blue Hole	68,486.42
109.50 Cash - Blanco National Bank -Municipal Court	346.00
110.10 Texpool - General	361,778.72
110.40 Texpool - Blue Hole	162,955.44
114.10 Due From Blue Hole	2,050.25
116.10 Due From Municipal Court	74.10
120.10 Accounts Receivable	5,656.87
121.10 Sales Tax Receivable	<u>39,403.23</u>

Total Current Assets \$ 1,121,651.73

Total Assets \$ 1,121,651.73

City of Wimberley
Balance Sheet - Modified Accrual Basis
November 30, 2008

Liabilities and Fund Balance

Current Liabilities

301.10 Withholding Tax Payable	\$ 1,803.00
302.10 FICA Tax Payable	2,933.80
303.10 Accounts Payable	2,471.00
304.40 Due To General Fund	2,050.25
304.50 Due to General - Municipal Court	74.10
309.50 Municipal Court Cost Payable	225.90
311.10 TMRS Payable	1,126.06
320.10 Accured Salaries Payable	<u>5,749.52</u>

Total Current Liabilities \$ 16,433.63

Total Liabilities 16,433.63

Fund Balance

467.10 Fund Balance - Undesignated	434,188.01
467.40 Fund Balance - Blue Hole	83,227.58
469.10 Designated Fund Balance - Public Works	300,000.00
470.10 Designated Fund Balance - New City Hall	50,000.00
471.10 Designated Fund Balance - W/W on Square	30,000.00
472.10 Designated Fund Balance - Future Grant Match	50,000.00
473.40 Designated Fund Balance Blue Hole - Soccer Fields	146,701.58
498.10 Net Excess (Deficit)	<u>11,100.93</u>

Total Fund Balance 1,105,218.10

TOTAL LIABILITIES AND FUND BALANCE \$ 1,121,651.73

City of Wimberley
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Two Months Ended
November 30, 2008

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
Revenues				
501.10 Sales & Use Tax	\$ 39,403.23	86.74	\$ 87,747.54	84.34
503.10 Interest Income - General Fund	1,462.69	3.22	2,956.16	2.84
503.40 Interest Income - Blue Hole Parkland	243.74	0.54	516.40	0.50
504.10 Miscellaneous Income	927.32	2.04	4,406.35	4.24
505.10 Building Permits	629.05	1.38	2,164.05	2.08
506.10 Building Inspections	1,505.00	3.31	2,335.00	2.24
509.10 Plan Reviews	325.00	0.72	812.50	0.78
511.10 Sign Permits	35.00	0.08	240.00	0.23
512.10 Subdivision	400.00	0.88	1,894.00	1.82
513.10 Zoning	465.00	1.02	935.00	0.90
516.10 Municipal Court Costs/Fines	74.10	0.16	74.10	0.07
525.10 Franchise Fees - Misc	11.86	0.03	11.86	0.01
542.40 Rental Fees	(100.00)	(0.22)	(100.00)	(0.10)
550.50 Court Technology Fees	12.00	0.03	12.00	0.01
551.50 Building Security Fees	9.00	0.02	9.00	0.01
552.50 Child Safety Fees	25.00	0.06	25.00	0.02
Total Revenues	45,427.99	100.00	104,038.96	100.00
Expenditures				
Administration Expenditures				
602.10 City Administrator	7,307.70	16.09	15,718.28	15.11
603.10 City Secretary	2,846.16	6.27	5,576.93	5.36
604.10 Receptionist / Clerk	1,458.00	3.21	1,458.00	1.40
607.10 Payroll Taxes	888.31	1.96	1,872.60	1.80
609.10 Dues - TML & City Mgr Assoc	315.00	0.69	315.00	0.30
610.10 Public Notices	476.00	1.05	476.00	0.46
611.10 Printing	0.00	0.00	231.00	0.22
612.10 Telephone	830.83	1.83	830.83	0.80
613.10 Copies	5.88	0.01	251.88	0.24
614.10 Rent	4,184.00	9.21	8,368.00	8.04
614.13 Security Expense	169.13	0.37	169.13	0.16
615.10 Cleaning	500.00	1.10	500.00	0.48
616.10 Office Supplies	215.36	0.47	478.78	0.46
617.10 Utilities	478.92	1.05	478.92	0.46
618.10 Equipment Leases	605.53	1.33	605.53	0.58
619.10 Water Cooler	76.30	0.17	76.30	0.07
620.10 Postage	51.27	0.11	51.27	0.05

City of Wimberley
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Two Months Ended
November 30, 2008

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
621.10 Insurance	\$ 424.86	0.94	\$ 12,155.07	11.68
622.10 Records Management	261.86	0.58	273.72	0.26
623.10 Office Technology	49.00	0.11	49.00	0.05
626.10 Capital Outlay - Other	500.00	1.10	500.00	0.48
628.10 Technology Consultant	55.00	0.12	55.00	0.05
630.10 TMRS - Admin	325.32	0.72	659.29	0.63
631.10 Health Care	712.00	1.57	1,424.00	1.37
Total Administration Expenditures	22,736.43	50.05	52,574.53	50.53
Legal				
641.10 Legal	3,523.75	7.76	3,523.75	3.39
Total Legal	3,523.75	7.76	3,523.75	3.39
Council - Boards Expenditures				
651.10 Association Dues	100.00	0.22	100.00	0.10
652.10 Training	25.00	0.06	255.00	0.25
655.10 Financial Management Services	1,000.00	2.20	2,000.00	1.92
Total Council - Boards Expenditures	1,125.00	2.48	2,355.00	2.26
Building Department Expenditures				
676.10 Contract Inspector	812.50	1.79	1,007.50	0.97
Total Building Department Expenditures	812.50	1.79	1,007.50	0.97
Public Works				
701.11 Salaries-Code Enforcement & Permitting	2,163.20	4.76	4,284.80	4.12
701.13 Salaries-GIS/Permitting Clerk	2,480.00	5.46	4,912.00	4.72
702.10 Payroll Taxes	355.20	0.78	703.57	0.68
716.10 TMRS - Public Works	132.97	0.29	263.32	0.25
717.10 Health Benefits	400.00	0.88	600.00	0.58
720.10 Fuel	77.79	0.17	77.79	0.07
722.10 Vehicle Maintenance & Insurance	28.95	0.06	28.95	0.03

City of Wimberley
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Two Months Ended
November 30, 2008

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
Total Public Works	\$ 5,638.11	12.41	\$ 10,870.43	10.45
Roads				
727.10 Road Maintenance	3,031.55	6.67	3,181.55	3.06
731.10 Mowing / Tree Trimming	2,075.00	4.57	2,075.00	1.99
733.10 Parking Lot Lease	100.00	0.22	200.00	0.19
736 Contract Labor	1,153.67	2.54	1,728.60	1.66
Total Roads	6,360.22	14.00	7,185.15	6.91
Water/Wastewater				
756.10 Public Restroom Wastewater	301.54	0.66	376.54	0.36
Total Water/Wastewater	301.54	0.66	376.54	0.36
Public Safety / Courts Expenditures				
802.10 City Prosecutor	29.00	0.06	29.00	0.03
806.10 Animal Control	0.00	0.00	6,000.00	5.77
807.10 Salaries - City Marshall	2,920.00	6.43	5,783.85	5.56
808.10 Payroll Taxes	223.38	0.49	442.47	0.43
810.10 Capital Outlay - Vehicle	608.95	1.34	608.95	0.59
812.10 Capital Outlay - Technology	241.02	0.53	241.02	0.23
813.10 Fuel-Public Safety	0.00	0.00	48.87	0.05
814.10 Health Care - Public Safety	200.00	0.44	400.00	0.38
815.10 Supplies - Public Safety	220.00	0.48	220.00	0.21
816.10 TMRS City Contribution-PS	83.63	0.18	165.62	0.16
Total Public Safety / Courts Expenditures	4,525.98	9.96	13,939.78	13.40
Parks & Recreation Expenditures				
859.10 Nature Trail Operations	151.40	0.33	151.40	0.15
861.40 Contract Labor/Wages	0.00	0.00	77.50	0.07
862.40 Utilities	89.19	0.20	89.19	0.09
863.40 Mowing	350.00	0.77	350.00	0.34
864.40 Operating Supplies	137.26	0.30	137.26	0.13
868.40 Public Restroom Facilities	150.00	0.33	300.00	0.29

City of Wimberley
Statement of Revenue and Expenditures - Modified Accrual Basis
For the One Month and Two Months Ended
November 30, 2008

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
Total Parks & Recreation Expenditures	\$ 877.85	1.93	\$ 1,105.35	1.06
Total Expenditures	45,901.38	101.04	92,938.03	89.33
NET EXCESS (DEFICIT)	\$ (473.39)	(1.04)	\$ 11,100.93	10.67

VILLAGE OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Two Months Ended November 30, 2008

		CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
REVENUES								
501.1	Sales & Use Tax	\$ 39,403.23	\$ 87,747.54	84.72%	\$ 476,400.00	\$ (388,652.46)	-81.58%	-83.33%
502.1	Mixed Beverage Tax	-	-	0.00%	7,500.00	(7,500.00)	-100.00%	-83.33%
503.1	Interest Income	1,462.69	2,998.47	2.89%	18,000.00	(15,001.53)	-83.34%	-83.33%
504.1	Misc. Income	927.32	3,490.89	3.37%	5,000.00	(1,509.11)	0.00%	-83.33%
505.1	Building Permits	629.05	2,462.32	2.38%	22,000.00	(19,537.68)	-88.81%	-83.33%
506.1	Building Inspections	1,505.00	1,459.05	1.41%	29,000.00	(27,540.95)	-94.97%	-83.33%
509.1	Plan Reviews	325.00	812.50	0.78%	18,000.00	(17,187.50)	-95.49%	-83.33%
510.1	Beer & Wine Permits	-	-	0.00%	-	-	0.00%	-83.33%
511.1	Sign Permits	35.00	240.00	0.23%	7,000.00	(6,760.00)	-96.57%	-83.33%
512.1	Subdivision	400.00	1,894.00	1.83%	15,000.00	(13,106.00)	-87.37%	-83.33%
513.1	Zoning	465.00	935.00	0.90%	15,000.00	(14,065.00)	-93.77%	-83.33%
514.1	Copies/Maps/Misc.	-	-	0.00%	500.00	(500.00)	-100.00%	-83.33%
516.1	Municipal Court/Costs Fines	74.10	74.10	0.07%	43,600.00	(43,525.90)	-99.83%	-83.33%
525.1	Franchise Fees - Misc	11.85	1,462.69	1.41%	180,000.00	(178,537.31)	-99.19%	-83.33%
541.1	Health Fees	-	-	0.00%	15,000.00	(15,000.00)	-100.00%	-83.33%
TOTAL REVENUES		45,238.25	103,576.56	100.00%	852,000.00	(748,423.44)	-87.84%	-83.33%
EXPENDITURES								
ADMINISTRATION EXPENDITURES								
602	City Administrator	7,307.70	15,718.28	17.09%	95,000.00	(79,281.72)	-83.45%	-83.33%
603	City Secretary	2,846.16	5,576.93	6.06%	37,000.00	(31,423.07)	-84.93%	-83.33%
604.1	Receptionist/Clerk	1,458.00	1,458.00	1.59%	29,204.00	(27,746.00)	-95.01%	-83.33%
604.11	Fire Marshal (Contract Labor)	-	-	0.00%	4,000.00	(4,000.00)	0.00%	-83.33%
605	Intern	-	-	0.00%	-	-	0.00%	-83.33%
606	Mileage	-	-	0.00%	750.00	(750.00)	-100.00%	-83.33%
607	Payroll Taxes	888.31	1,872.60	2.04%	13,341.00	(11,468.40)	-85.96%	-83.33%
608	Training-Travel	-	-	0.00%	2,000.00	(2,000.00)	-100.00%	-83.33%
609	Dues (TML & City Mgr Assoc.)	315.00	315.00	0.34%	4,000.00	(3,685.00)	-92.13%	-83.33%
610	Public Notices	476.00	476.00	0.52%	4,500.00	(4,024.00)	-89.42%	-83.33%
611	Printing	-	231.00	0.25%	500.00	(269.00)	-53.80%	-83.33%
612	Telephone	830.83	830.83	0.90%	5,700.00	(4,869.17)	-85.42%	-83.33%
613	Copies	5.88	251.88	0.27%	750.00	(498.12)	-66.42%	-83.33%
614	Rent	4,184.00	8,368.00	9.10%	55,000.00	(46,632.00)	-84.79%	-83.33%
614.13	Security Expense	169.13	169.13	0.18%	800.00	(630.87)	-78.86%	-83.33%
615	Cleaning	500.00	500.00	0.54%	5,200.00	(4,700.00)	-90.38%	-83.33%
616	Office Supplies	215.36	478.78	0.52%	5,000.00	(4,521.22)	-90.42%	-83.33%

Restricted for Management's Use Only

VILLAGE OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Two Months Ended November 30, 2008

		CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
617	Utilities	478.92	478.92	0.52%	5,500.00	(5,021.08)	-91.29%	-83.33%
618	Equipment Leases	605.53	605.53	0.66%	4,200.00	(3,594.47)	-85.58%	-83.33%
619	Water Cooler	76.30	76.30	0.08%	540.00	(463.70)	-85.87%	-83.33%
620	Postage	51.27	51.27	0.06%	5,000.00	(4,948.73)	-98.97%	-83.33%
621	Insurance	424.86	12,155.07	13.21%	15,000.00	(2,844.93)	-18.97%	-83.33%
622	Records Management	261.86	273.72	0.30%	7,500.00	(7,226.28)	-96.35%	-83.33%
623	Office Technology	49.00	49.00	0.05%	650.00	(601.00)	-92.46%	-83.33%
624	Capital Outlay - Furnishings	-	-	0.00%	400.00	(400.00)	0.00%	-83.33%
625	Capital Outlay - Technology	-	-	0.00%	6,300.00	(6,300.00)	-100.00%	-83.33%
626	Capital Outlay - Other	500.00	500.00	0.54%	-	500.00	0.00%	-83.33%
628	Technology Consultant	55.00	55.00	0.06%	535.00	(480.00)	-89.72%	-83.33%
629	Pay Comparability Adjustment	-	-	0.00%	1,000.00	(1,000.00)	0.00%	-83.33%
630	TMRS	325.32	659.29	0.72%	8,593.00	(7,933.71)	-92.33%	-83.33%
631	Health Care	712.00	1,424.00	1.55%	13,500.00	(12,076.00)	-89.45%	-83.33%
632	Signs/Zoning	-	-	0.00%	-	-	0.00%	-83.33%
633	Repairs & Maintenance	-	-	0.00%	-	-	0.00%	-83.33%
TOTAL ADMINISTRATION EXPENDITURES		22,736.43	52,574.53	0.00%	331,463.00	(278,888.47)	-84.14%	-83.33%
LEGAL DEPARTMENT EXPENDITURES								
641	Legal	3,523.75	3,523.75	3.83%	55,000.00	(51,476.25)	-93.59%	-83.33%
649	Operating Transfer-Out	-	-	0.00%	-	-	0.00%	-83.33%
	Total Legal	3,523.75	3,523.75	3.83%	55,000.00	(51,476.25)	-93.59%	-83.33%
COUNCIL - BOARD EXPENDITURES								
651	Association Dues	100.00	100.00	0.11%	1,000.00	(900.00)	-90.00%	-83.33%
652	Training	25.00	255.00	0.28%	1,500.00	(1,245.00)	-83.00%	-83.33%
653	Town Hall Meetings	-	-	0.00%	-	-	0.00%	-83.33%
654	Election	-	-	0.00%	2,500.00	(2,500.00)	-100.00%	-83.33%
655	Financial Management Services	1,000.00	2,000.00	2.17%	12,000.00	(10,000.00)	-83.33%	-83.33%
656	Audit	-	-	0.00%	10,000.00	(10,000.00)	-100.00%	-83.33%
657	Public Satisfaction Survey	-	-	0.00%	-	-	0.00%	-83.33%
658	Planning	-	-	0.00%	-	-	0.00%	-83.33%
659	Recording Secretary	-	-	0.00%	-	-	0.00%	-83.33%
660	Economic Development	-	-	0.00%	-	-	0.00%	-83.33%
661	Public Relations/Receptions	-	-	0.00%	3,000.00	(3,000.00)	-100.00%	-83.33%
662	Public Information	-	-	0.00%	2,500.00	(2,500.00)	0.00%	-83.33%
663	Visitor Center Support	-	-	0.00%	-	-	0.00%	-83.33%

Restricted for Management's Use Only

VILLAGE OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Two Months Ended November 30, 2008

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
TOTAL COUNCIL -BOARD EXPENDITURES	1,125.00	2,355.00	2.56%	32,500.00	(30,145.00)	-92.75%	-83.33%
BUILDING DEPARTMENT EXPENDITURES							
676 Contract Inspector	812.50	1,007.50	1.10%	22,000.00	(20,992.50)	-95.42%	-83.33%
677 Site Plan Reviews	-	-	0.00%	18,000.00	(18,000.00)	-100.00%	-83.33%
678 Building Code Books	-	-	0.00%	-	-	0.00%	-83.33%
TOTAL BUILDING DEPARTMENT EXPENDITURES	812.50	1,007.50	1.10%	40,000.00	(38,992.50)	-97.48%	-83.33%
PUBLIC WORKS/CODE ENFORCEMENT EXPENDITURES							
<u>Public Works</u>							
701 Salaries-Planning Director	-	-	0.00%	-	-	0.00%	-83.33%
701.11 Salaries-Code Enforcement & Permitting	2,163.20	4,284.80	4.66%	28,121.00	(23,836.20)	-84.76%	-83.33%
701.12 Salaries-Asst. to Planning Director	-	-	0.00%	-	-	0.00%	-83.33%
701.13 Salaries-GIS/Permitting Clerk	2,480.00	4,912.00	5.34%	32,240.00	(27,328.00)	0.00%	-83.33%
702 Payroll Taxes	355.20	703.57	0.76%	4,922.00	(4,218.43)	0.00%	-83.33%
703 Mileage	-	-	0.00%	250.00	(250.00)	-100.00%	-83.33%
704 Training	-	-	0.00%	1,000.00	(1,000.00)	-100.00%	-83.33%
705 Certificates	-	-	0.00%	-	-	0.00%	-83.33%
715 Supplies - Public Works	-	-	0.00%	-	-	0.00%	-83.33%
716 TMRS - Public Works	132.97	263.32	0.29%	-	263.32	0.00%	-83.33%
717 Health Benefits	400.00	600.00	0.65%	9,000.00	(8,400.00)	-93.33%	-83.33%
720 Fuel	77.79	77.79	0.08%	2,000.00	(1,922.21)	0.00%	-83.33%
721 Tools	-	-	0.00%	750.00	(750.00)	-100.00%	-83.33%
722 Vehicle Maintenance & Insurance	28.95	28.95	0.03%	1,000.00	(971.05)	0.00%	-83.33%
Total Public Works	5,638.11	10,870.43	11.82%	79,283.00	(68,412.57)	-86.29%	-83.33%
<u>Roads</u>							
727 Road Maintenance	3,031.55	3,181.55	3.46%	75,000.00	(71,818.45)	-95.76%	-83.33%
Transfer to Road Maintenance Reserve	-	-	0.00%	20,000.00	(20,000.00)	-100.00%	-83.33%
728 Capital Outlay Roads	-	-	0.00%	40,000.00	(40,000.00)	-100.00%	-83.33%
729 Road Engineering	-	-	0.00%	7,000.00	(7,000.00)	-100.00%	-83.33%
730 Road Insurance	-	-	0.00%	-	-	0.00%	-83.33%
731 Mowing/Tree Trimming	2,075.00	2,075.00	2.26%	12,500.00	(10,425.00)	-83.40%	-83.33%

Restricted for Management's Use Only

VILLAGE OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Two Months Ended November 30, 2008

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
732 Signs/Barricades	-	-	0.00%	5,000.00	(5,000.00)	-100.00%	-83.33%
733 Parking Lot Lease	100.00	200.00	0.22%	1,200.00	(1,000.00)	-83.33%	-83.33%
734 Master Planning Traffic Studies	-	-	0.00%	-	-	0.00%	-83.33%
735 Survey Services	-	-	0.00%	-	-	0.00%	-83.33%
736 Contract Labor	1,153.67	1,728.60	1.88%	5,000.00	(3,271.40)	-65.43%	-83.33%
737 Ranch Road 12 Mitigation	-	-	0.00%	-	-	0.00%	-83.33%
Total Roads	6,360.22	7,185.15	7.81%	165,700.00	(158,514.85)	-95.66%	-83.33%
<u>Water/Wastewater</u>							
752 Water Quality Testing	-	-	0.00%	5,000.00	(5,000.00)	-100.00%	-83.33%
753 Wastewater System Start-up	-	-	0.00%	-	-	0.00%	-83.33%
754 Map Services	-	-	0.00%	-	-	0.00%	-83.33%
755 Water/Wastewater Purchases	-	-	0.00%	-	-	0.00%	-83.33%
756 Public Restroom Wastewater	301.54	376.54	0.41%	7,500.00	(7,123.46)	-94.98%	-83.33%
Total Water/Wastewater	301.54	376.54	0.41%	12,500.00	(12,123.46)	-96.99%	-83.33%
TOTAL PUBLIC WORKS/CODE ENFORCEMENT EXPENDITURES	12,299.87	18,432.12	28.90%	257,483.00	(239,050.88)	-92.84%	-83.33%
PUBLIC SAFETY/COURTS EXPENDITURES							
801 Municipal Court Judge	-	-	0.00%	10,000.00	(10,000.00)	-100.00%	-83.33%
802 City Prosecutor	29.00	29.00	0.03%	10,000.00	(9,971.00)	-99.71%	-83.33%
803 Emergency Preparedness	-	-	0.00%	1,000.00	(1,000.00)	0.00%	-83.33%
804 Training	-	-	0.00%	4,500.00	(4,500.00)	-100.00%	-83.33%
806 Animal Control	-	6,000.00	6.52%	6,000.00	-	0.00%	-83.33%
807 Salaries - City Marshall	2,920.00	5,783.85	6.29%	37,960.00	(32,176.15)	-84.76%	-83.33%
808 Payroll Taxes	223.38	442.47	0.48%	3,094.00	(2,651.53)	0.00%	-83.33%
809 Sanitarian (Contract Labor)	-	-	0.00%	12,500.00	(12,500.00)	-100.00%	-83.33%
810 Capital Outlay - Vehicles	608.95	608.95	0.66%	-	608.95	0.00%	-83.33%
811 Capital Outlay - Equipment	-	-	0.00%	12,500.00	(12,500.00)	-100.00%	-83.33%
812 Capital Outlay - Technology	241.02	241.02	0.26%	12,500.00	(12,258.98)	-98.07%	-83.33%
813 Fuel	-	48.87	0.05%	6,000.00	(5,951.13)	-99.19%	-83.33%
814 Health Benefits	200.00	400.00	0.43%	4,500.00	(4,100.00)	-91.11%	-83.33%
815 Supplies	220.00	220.00	0.24%	-	220.00	4.89%	-83.33%
816 TMRS City Contribution	83.63	165.62	0.18%	-	165.62	0.00%	-83.33%
TOTAL PUBLIC SAFETY/COURTS EXPENDITURES	4,525.98	13,939.78	6.55%	120,554.00	(25,471.00)	-21.13%	-83.33%

Restricted for Management's Use Only

VILLAGE OF WIMBERLEY
BUDGET VS ACTUAL - GENERAL FUND
For The Two Months Ended November 30, 2008

	CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
PARKS & RECREATION EXPENDITURES							
851 Assistant to City Admin	-	-	0.00%	-	-	0.00%	-83.33%
852 Health Benefits	-	-	0.00%	-	-	0.00%	-83.33%
853 Payroll Taxes	-	-	0.00%	-	-	0.00%	-83.33%
854 Mileage	-	-	0.00%	-	-	0.00%	-83.33%
855 Public Information	-	-	0.00%	-	-	0.00%	-83.33%
856 Parks Research & Development	-	-	0.00%	-	-	0.00%	-83.33%
857 Trails Master Plan	-	-	0.00%	-	-	0.00%	-83.33%
859 Nature Trail Operations	151.40	151.40	0.16%	15,000.00	(14,848.60)	-98.99%	-83.33%
TOTAL PARKS & RECREATION EXPENDITURES	151.40	151.40	0.16%	15,000.00	(14,848.60)	-98.99%	-83.33%
TOTAL EXPENDITURES	45,174.93	91,984.08	30.41%	852,000.00	(678,872.70)	-79.68%	-83.33%
Net Excess (Deficit)	\$ 63.32	\$ 11,592.48	69.59%	\$ -	\$ (69,550.74)	8.16%	-83.33%

Restricted for Management's Use Only

VILLAGE OF WIMBERLEY
BUDGET VS ACTUAL - BLUE HOLE SPECIAL REVENUE FUND
For The Two Months Ended November 30, 2008

		CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
REVENUES								
508.4	Interest Income	\$ 243.74	\$ 516.40	124.02%	\$ 8,000.00	\$ (7,483.60)	-93.55%	-83.33%
518.4	Designated Funds		-	0.00%	7,000.00	(7,000.00)	-100.00%	-83.33%
541.4	Gate Fees	-	-	0.00%	25,000.00	(25,000.00)	-100.00%	-83.33%
542.4	Rental Fees	(100.00)	(100.00)	0.00%	2,000.00	(2,100.00)	-105.00%	-83.33%
TOTAL REVENUES		<u>143.74</u>	<u>416.40</u>	<u>124.02%</u>	<u>42,000.00</u>	<u>(41,583.60)</u>	<u>-99.01%</u>	<u>-83.33%</u>
EXPENDITURES								
861.4	Contract Labor/Wages	-	77.50	8.12%	12,500.00	(12,422.50)	-99.38%	-83.33%
862.4	Utilities	89.19	89.19	0.00%	1,000.00	(910.81)	-91.08%	-83.33%
863.4	Mowing	350.00	350.00	36.69%	750.00	(400.00)	-53.33%	-83.33%
864.4	Operating Supplies	137.26	137.26	0.00%	1,500.00	(1,362.74)	-90.85%	-83.33%
865.4	Contract Services	-	-	0.00%	5,000.00	(5,000.00)	-100.00%	-83.33%
866.4	Rental	-	-	0.00%	1,500.00	(1,500.00)	-100.00%	-83.33%
867.4	Materials	-	-	0.00%	750.00	(750.00)	-100.00%	-83.33%
868.4	Public Restroom Facilities	150.00	300.00	31.45%	1,000.00	(700.00)	-70.00%	-83.33%
869.4	Capital Outlay - Facilities	-	-	0.00%	18,000.00	(18,000.00)	-100.00%	-83.33%
TOTAL BLUE HOLE PARKLAND EXPENDITURES		<u>726.45</u>	<u>953.95</u>	<u>76.26%</u>	<u>42,000.00</u>	<u>(41,046.05)</u>	<u>-97.73%</u>	<u>-83.33%</u>
Net Excess (Deficit)		<u>\$ (582.71)</u>	<u>\$ (537.55)</u>	<u>47.75%</u>	<u>\$ -</u>	<u>\$ 537.55</u>	<u>-1.28%</u>	<u>-83.33%</u>

Restricted for Management's Use Only

VILLAGE OF WIMBERLEY
BUDGET VS ACTUAL - MUNICIPAL COURT SPECIAL REVENUE FUND
For The Two Months Ended November 30, 2008

		CURRENT PERIOD	YTD ACTUAL	%	ANNUAL BUDGET	OVER (UNDER)	%	MTD %
REVENUES								
550.5	Court Technology Fees	\$ 12.00	\$ 12.00	26.09%	-	\$ 12.00	0.00%	-83.33%
551.5	Building Security Fees	9.00	9.00	19.57%	-	9.00	0.00%	-83.33%
552.5	Child Safety Fees	25.00	25.00	54.35%	-	25.00	0.00%	-83.33%
TOTAL REVENUES		46.00	46.00	100.00%	-	46.00	0.00%	-83.33%
EXPENDITURES								
			-	0.00%	-	-	0.00%	-83.33%
			-	0.00%	-	-	0.00%	-83.33%
TOTAL MUNICIPAL COURT EXPENDITURES		-	-	0.00%	-	-	0.00%	-83.33%
Net Excess (Deficit)		\$ 46.00	\$ 46.00	100.00%	\$ -	\$ (46.00)	0.00%	-83.33%

**City of Wimberley
JOURNAL REPORT**

November 30, 2008

CD - Cash disbursements

Client No: 347

Page 1

<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
11/3/08	863.40	Mowing	350.00	2225	affordable lawn service
11/3/08	862.40	Utilities	35.86	2226	pedernales electric
11/3/08	862.40	Utilities	53.33	2227	wimberley water supply
11/3/08	303.40	Accounts Payable - Blue Hole	348.79	2228	wristband resources
11/18/08	864.40	Operating Supplies	30.31	2229	bill robinson
11/18/08	864.40	Operating Supplies	53.09	2230	don ferguson
11/18/08	868.40	Public Restroom Facilities	150.00	2231	leinneweber plumbing co.
11/18/08	542.40	Rental Fees	100.00	2232	rocky river ranch
11/18/08	864.40	Operating Supplies	53.86	2233	texas fleet fuel
11/3/08	717.10	Health Benefits	200.00	5865	abigail gillfillan
11/3/08	733.10	Parking Lot Lease	100.00	5866	calkins interest
11/3/08	631.10	Health Care	200.00	5867	cara mcpartland
11/3/08	631.10	Health Care	312.00	5868	don ferguson
11/3/08	814.10	Health Care - Public Safety	200.00	5869	garth robinson
11/3/08	614.10	Rent	500.00	5870	todd routh
11/3/08	717.10	Health Benefits	200.00	5871	william bowers
11/3/08	614.10	Rent	3,684.00	5872	todd routh
11/3/08	716.10	TMRS - Public Works	132.97	5873	tmrs
11/3/08	630.10	TMRS - Admin	325.32	5873	tmrs
11/3/08	816.10	TMRS City Contribution-PS	83.63	5873	tmrs
11/3/08	311.10	TMRS Payable	927.93	5873	tmrs
			1,469.85	5873	Reference Total
11/3/08	301.10	Withholding Tax Payable	1,777.00	5874	blanco national bank
11/3/08	302.10	FICA Tax Payable	2,839.52	5874	blanco national bank
			4,616.52	5874	Reference Total
11/3/08	614.13	Security Expense	42.28	5875	adt
11/3/08	731.10	Mowing / Tree Trimming	1,950.00	5876	affordable lawn service
11/3/08	859.10	Nature Trail Operations	50.00	5876	affordable lawn service
			2,000.00	5876	Reference Total
11/3/08	622.10	Records Management	250.00	5877	american legal publishing
11/3/08	623.10	Office Technology	49.00	5878	anvil
11/3/08	628.10	Technology Consultant	55.00	5878	anvil
			104.00	5878	Reference Total
11/3/08	612.10	Telephone	174.45	5879	at&t
11/3/08	676.10	Contract Inspector	617.50	5880	ats engineers
11/3/08	727.10	Road Maintenance	675.00	5881	garrett allen
11/3/08	815.10	Supplies - Public Safety	208.00	5882	gt distributors

**City of Wimberley
JOURNAL REPORT**

November 30, 2008

CD - Cash disbursements

Client No: 347

Page 2

<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
11/3/08	619.10	Water Cooler	34.81	5883	hill country springs
11/3/08	610.10	Public Notices	476.00	5884	holley media
11/3/08	859.10	Nature Trail Operations	70.14	5885	pedernales electric
11/3/08	617.10	Utilities	478.92	5885	pedernales electric
			549.06	5885	Reference Total
11/3/08	615.10	Cleaning	500.00	5886	powwow
11/3/08	618.10	Equipment Leases	324.50	5887	ricoh americas corporation
11/3/08	616.10	Office Supplies	49.48	5888	sam's club
11/3/08	736.10	Contract Labor	1,153.67	5889	sedona staffing
11/3/08	812.10	Capital Outlay - Technology	138.45	5890	texas fleet fuel
11/3/08	720.10	Fuel	77.79	5890	texas fleet fuel
			216.24	5890	Reference Total
11/3/08	613.10	Copies	5.88	5891	the copy center
11/3/08	612.10	Telephone	309.33	5892	verizon
11/3/08	859.10	Nature Trail Operations	31.26	5893	wimberley water supply corp
11/3/08	631.10	Health Care	200.00	5896	monica alcala
11/18/08	619.10	Water Cooler	41.49	5902	hill country spring
11/18/08	651.10	Association Dues	100.00	5903	international code council
11/18/08	618.10	Equipment Leases	281.03	5904	kyocer mita america
11/18/08	756.10	Public Restroom Wastewater	265.00	5905	leinneweber plumbing
11/18/08	655.10	Financial Management Services	1,000.00	5906	lori graham
11/18/08	731.10	Mowing / Tree Trimming	125.00	5907	master care tree & landscaping
11/18/08	616.10	Office Supplies	94.71	5908	sam's club
11/18/08	756.10	Public Restroom Wastewater	36.54	5908	sam's club
			131.25	5908	Reference Total
11/18/08	609.10	Dues - TML & City Mgr Assoc	285.00	5909	texas city management assoc
11/18/08	812.10	Capital Outlay - Technology	102.57	5910	texas fleet fuel
11/18/08	652.10	Training	25.00	5911	texas municipal clerks
11/18/08	621.10	Insurance	424.86	5912	texas municipal league
11/18/08	727.10	Road Maintenance	1,606.55	5913	texas road repair
11/18/08	616.10	Office Supplies	29.17	5914	ace hardware
11/18/08	614.13	Security Expense	126.85	5915	adt security
11/18/08	612.10	Telephone	347.05	5916	at&t
11/18/08	676.10	Contract Inspector	195.00	5917	ats engineers
11/18/08	641.10	Legal	3,523.75	5918	bickerstaff
11/18/08	802.10	City Prosecutor	29.00	5918	bickerstaff
			3,552.75	5918	Reference Total

City of Wimberley
JOURNAL REPORT

November 30, 2008

CD - Cash disbursements

Client No: 347

Page 3

<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
11/18/08	815.10	Supplies - Public Safety	12.00	5919	bill robinson
11/18/08	609.10	Dues - TML & City Mgr Assoc	30.00	5920	central texas crime prevention
11/18/08	616.10	Office Supplies	42.00	5921	coffee wholesale
11/18/08	620.10	Postage	51.27	5922	federal express
11/18/08	727.10	Road Maintenance	750.00	5923	garrett allen
11/18/08	810.10	Capital Outlay - Vehicle	608.95	5924	hayes county sheriff
11/18/08	722.10	Vehicle Maintenance & Insurance	28.95	5925	bentleys' auto
11/21/08	626.10	Capital Outlay - Other	500.00	5926	independence title company
11/30/08	103.10	Cash - Blanco National Bank - General	-30,065.57	disb	disb
11/30/08	108.40	Cash - Blanco National Bank - Blue Hole	-1,175.24	disb	disb
			-31,240.81	disb	Reference Total
		Total for 76 Items	0.00		

**City of Wimberley
JOURNAL REPORT**

November 30, 2008

JE -

Client No: 347

Page 4

<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
11/30/08	109.50	Cash - Blanco National Bank - Municipal Court	346.00	1	deposit
11/30/08	304.50	Due to General - Municipal Court	-74.10	1	due to general
11/30/08	550.50	Court Technology Fees	-12.00	1	court tech fees
11/30/08	551.50	Building Security Fees	-9.00	1	building security
11/30/08	552.50	Child Safety Fees	-25.00	1	child safety fees
11/30/08	309.50	Municipal Court Cost Payable	-225.90	1	payable to state
			0.00	1	Reference Total
11/30/08	116.10	Due From Municipal Court	74.10	2	due from municipal court
11/30/08	516.10	Municipal Court Costs/Fines	-74.10	2	municipal court fines
			0.00	2	Reference Total
11/30/08	103.10	Cash - Blanco National Bank - General	61,904.80	3	deposits
11/30/08	121.10	Sales Tax Receivable	-48,344.31	3	sales tax receivable
11/30/08	525.10	Franchise Fees - Misc	-11.86	3	franchise fees misc
11/30/08	505.10	Building Permits	-629.05	3	building permits
11/30/08	506.10	Building Inspections	-1,505.00	3	inspections
11/30/08	509.10	Plan Reviews	-325.00	3	plan reviews
11/30/08	511.10	Sign Permits	-35.00	3	sign permits
11/30/08	512.10	Subdivision	-400.00	3	subdivision fees
11/30/08	513.10	Zoning	-465.00	3	zoning
11/30/08	504.10	Miscellaneous Income	-927.32	3	misc income
11/30/08	120.10	Accounts Receivable	-9,262.26	3	accounts receivable
			0.00	3	Reference Total
11/30/08	622.10	Records Management	11.86	4	qb s/c
11/30/08	103.10	Cash - Blanco National Bank - General	-11.86	4	cash
			0.00	4	Reference Total
11/30/08	105.10	Cash - Blanco National Bank - CD	921.54	5	deposit-cd
11/30/08	503.10	Interest Income - General Fund	-921.54	5	interest income
			0.00	5	Reference Total
11/30/08	110.10	Texpool - General	541.15	6	texpool - general
11/30/08	503.10	Interest Income - General Fund	-541.15	6	interest income

**City of Wimberley
JOURNAL REPORT**

November 30, 2008

JE -

Client No: 347

Page 5

<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
			0.00	6	Reference Total
11/30/08	110.40	Texpool - Blue Hole	243.74	7	texpool - blue hole
11/30/08	503.40	Interest Income - Blue Hole Parkland	-243.74	7	interest
			0.00	7	Reference Total
11/30/08	808.10	Payroll Taxes	223.38	8	public safety
11/30/08	702.10	Payroll Taxes	355.20	8	public works
11/30/08	607.10	Payroll Taxes	-578.58	8	admin
			0.00	8	Reference Total
11/30/08	121.10	Sales Tax Receivable	39,403.23	9	a/t receivable
11/30/08	501.10	Sales & Use Tax	-39,403.23	9	sales & use tax
			0.00	9	Reference Total
11/30/08	467.10	Fund Balance - Undesignated	-900.86	10	to reclass
11/30/08	467.40	Fund Balance - Blue Hole	900.86	10	to reclass
			0.00	10	Reference Total
		Total for 34 Items	0.00		

**City of Wimberley
JOURNAL REPORT**

November 30, 2008

PYA - Generated payroll accrual

Client No: 347

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<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
11/30/08	607.10	Payroll Taxes	1,188.85	CKS	Employer's FICA
11/30/08	302.10	FICA Tax Payable	-1,188.85	CKS	Employer's FICA
11/30/08	607.10	Payroll Taxes	278.04	CKS	Employer's Medicare
11/30/08	302.10	FICA Tax Payable	-278.04	CKS	Employer's Medicare
		Total for 4 Items	0.00		

City of Wimberley
JOURNAL REPORT

November 30, 2008

PYR - Generated payroll transaction

Client No: 347

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<u>Date</u>	<u>Acct</u>	<u>Acct Desc</u>	<u>Amount</u>	<u>Ref</u>	<u>Description</u>
11/30/08	602.10	City Administrator	7,307.70	CKS	SALARY
11/30/08	301.10	Withholding Tax Payable	-1,803.00	CKS	Federal Withholding
11/30/08	302.10	FICA Tax Payable	-1,466.90	CKS	Fica + Medicare Withholding
11/30/08	311.10	TMRS Payable	-958.74	CKS	TMRS Contribution
11/30/08	103.10	Cash - Blanco National Bank - General	-14,946.42	CKS	Net Payroll Checks
11/30/08	603.10	City Secretary	2,846.16	CKS	SALARY
11/30/08	701.13	Salaries-GIS/Permitting Clerk	2,480.00	CKS	SALARY
11/30/08	807.10	Salaries - City Marshall	2,920.00	CKS	SALARY
11/30/08	604.10	Receptionist / Clerk	1,458.00	CKS	SALARY
11/30/08	701.11	Salaries-Code Enforcement & Permitting	2,163.20	CKS	SALARY
			0.00	CKS	Reference Total
		Total for 10 Items	0.00		

262,820.53

Client: Village of Wimberley
Bank: Blue Hole Parkland-Blanco National Bank - #108.40
Month: November Year: 2008

				<u>Reconciliation to Bank</u>	
<u>Deposits In Transit</u>				Bank Balance from Statement	<u>68,586.42</u>
				Deposit In Transit	<u>-</u>
				Total	<u>68,586.42</u>

[illegible]

Total Outstanding Checks	100.00
Reconciled Bank Balance	68,486.42

Adjustments:

Reconciliation to Books

	Previous Book Balance	69,661.66
	Deposits	-
	Disbursements	1,175.24
	Total Adjustments	-
	Present Book Balance	68,486.42

361,778.72

Client: Village of Wimberley
Bank: Blue Hole Parkland - TEXPOOL #110.40
Month: November Year: 2008

				<u>Reconciliation to Bank</u>	
<u>Deposits In Transit</u>				Bank Balance from Statement	<u>162,955.44</u>
_____	_____	_____	_____	Deposit in Transit	<u>-</u>
_____	_____	_____	_____		
_____	_____	_____	_____	Total	<u>162,955.44</u>
_____	_____	_____	_____		

[illegible]

Total Outstanding Checks	-
Reconciled Bank Balance	<u>162,955.44</u>

Adjustments:

Interest earned	243.74
-----------------	--------

Reconciliation to Books

	Previous Book Balance	162,711.70
	Deposits	
	Disbursements	
	Total Adjustments	243.74
	Present Book Balance	162,955.44

Client: Village of Wimberley
 Bank: Municipal Court - 109.50
 Month: November Year: 2008

<u>Deposits In Transit</u>				<u>Reconciliation to Bank</u>	
				Bank Balance from Statement	<u>346.00</u>
				Deposit in Transit	<u>-</u>
				Total	<u>346.00</u>

<u>Check #</u>	<u>Amount</u>	<u>Check #</u>	<u>Amount</u>	<u>Check #</u>	<u>Amount</u>

Total Outstanding Checks -
 Reconciled Bank Balance 346.00

Adjustments:Reconciliation to Books

	Previous Book Balance	<u>-</u>
	Deposits	<u>346.00</u>
	Disbursements	<u>-</u>
	Total Adjustments	<u>-</u>
	Present Book Balance	<u>346.00</u>

Village of Wimberley - Cypress Creek Nature Trail

Balance Sheet - Modified Accrual Basis

November 30, 2008

Assets**Current Assets**

Cash - Blanco National Bank	\$	<u>3,394.17</u>	
Total Current Assets	\$		<u>3,394.17</u>
Total Assets	\$		<u><u>3,394.17</u></u>

Liabilities and Fund Balance

Total Liabilities	\$	<u>0.00</u>
-------------------	----	-------------

Fund Balance

Fund Balance	\$	<u>3,394.17</u>	
Total Fund Balance			<u>3,394.17</u>
Total Liabilities and Fund Balance	\$		<u><u>3,394.17</u></u>

Village of Wimberley - Cypress Creek Nature Trail
Statement of Revenues and Expenditures - Modified Accual Basis
For the One Month and Two Months Ended
November 30, 2008

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
Revenues				
Total Revenues	\$ 0.00	0.00	\$ 0.00	0.00
Expenses				
Total Expenses	0.00	0.00	0.00	0.00
Net Excess (Deficit)	\$ 0.00	0.00	\$ 0.00	0.00

Deposits In Transit

Bank Balance from Statement

3,394.17

•

3,394.17

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Age Group	Total	Female	Male	Non-Hispanic	Hispanic
18-24	~12%	~10%	~8%	~11%	~5%
25-34	~15%	~13%	~11%	~14%	~7%
35-44	~18%	~16%	~14%	~17%	~9%
45-54	~20%	~18%	~16%	~19%	~11%
55-64	~15%	~13%	~11%	~14%	~7%
65-74	~10%	~8%	~6%	~9%	~4%
75+	~5%	~4%	~3%	~4%	~2%

PVL

Figure 1: Schematic representation of the experimental design. The figure shows a timeline of the experiment. It starts with a 'Pretest' phase, followed by a 'Main Experiment' phase. The Main Experiment is divided into two parts: 'Part 1' and 'Part 2'. Part 1 involves a 'Pretest' and a 'Main Experiment' with 'Condition 1' and 'Condition 2'. Part 2 involves a 'Pretest' and a 'Main Experiment' with 'Condition 1' and 'Condition 2'. The timeline ends with a 'Posttest' phase.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

1. **Identify the main idea or thesis of the passage.**

[illegible]

3,394.17

Reconciliation to Books

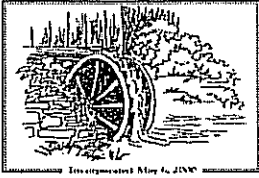
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City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CITY ADMINISTRATOR'S
REPORT

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☐ Resolution

☐ Motion

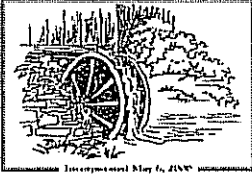
☒ Discussion

Project/Proposal Summary:

The City Administrator will present a report on the following items:

- Status report on efforts underway to secure federal funding for the Downtown Wastewater Project
- Status report on the development of the Blue Hole Regional Park.
- Status report on the coordinated compliance review of septic systems in Downtown Wimberley
- Status report on the City-initiated commercial zoning project
- Status report on the update of the City of Wimberley web site
- Status report on activities of the Wimberley Municipal Court
- Status report on activities of the City Marshal

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: PRESENTATION OF PEC
QUARTERLY REPORT

Funds Required:

Funds Available:

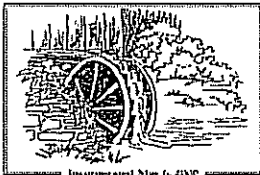
Council Action Requested:

- ☐ Ordinance
- ☐ Resolution
- ☐ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow representatives of the Pedernales Electric Cooperative (PEC) to brief City Council on the recent activities of the PEC.

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: PRESENTATION ON ISSUES
RELATING TO BECOMING A HOME RULE CITY

Funds Required:

Funds Available:

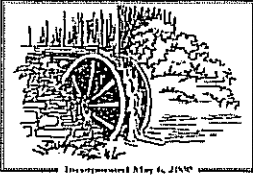
Council Action Requested:

- ☐ Ordinance
- ☐ Resolution
- ☐ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda, at the request of Place Four Council Member Steve Thurber, to allow the Assistant City Attorney to brief City Council on issues relating to becoming a *Home Rule Municipality*.

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: PRESENTATION OF 2008
CITY DEVELOPMENT REPORT

Funds Required:

Funds Available:

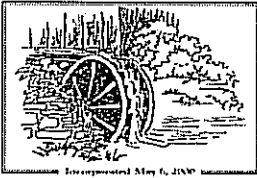
Council Action Requested:

- ☐ Ordinance
- ☐ Resolution
- ☐ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City staff to brief City Council on the various development activities experienced in Wimberley in 2008.

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION SUPPORTING A TEXAS PARKS AND WILDLIFE DEPARTMENT GRANT APPLICATION FOR BLUE HOLE REGIONAL PARK IMPROVEMENTS

Funds Required:

Funds Available:

Council Action Requested:

- ☐ Ordinance
- ☒ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

The City of Wimberley is preparing to submit a grant application to the Texas Parks and Wildlife Department in an attempt to secure a grant to help fund the planned improvements to the Blue Hole Regional Park. As part of the application process, there is a requirement that the City hold a public hearing to accept public comment on the City's planned development of the park which includes some flood plain development. Following the public hearing, the City Council must then consider the attached resolution supporting the submission of the grant application.

The application is currently being prepared by Judy Langford, the City's Grant Consultant, and will be submitted to TPWD at the end of January. The City has already secured grant funding from Hays County and some private organizations to help fund the planned park improvements.



Local Park Grant Program Resolution Authorizing Application

A resolution of the City of Wimberley as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses; and certifying that the application has been submitted to the appropriate Regional Council of Governments for the Texas Review and Comment System (TRACS) review.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs its City Administrator to act for the Applicant in dealing with the Department for the purposes of the Program, and that Don Ferguson is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Blue Hole Regional Park in the City of Wimberley for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

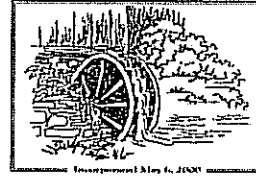
SECTION 5: That the Applicant hereby certifies that a copy of the application has been submitted to the appropriate regional council of governments for Texas Review and Comments System consideration.

Introduced, read and passed by the affirmative vote of the "Applicant" on this _____ day of _____, 20 09.

Signature of Appropriate Official

Tom A. Haley, Mayor
Typed Name and Title

Report for Zoning Change ZA-08-018



Summary:

The applicant has requested initial base zoning of Mobile Home (MH).

Applicant Information:

Applicant: Lisa Powell
PO Box 213
Wimberley, Texas 78676

Property Owner: Lisa Powell

Subject Property:

Legal Description: A0461 Amasa Turner Survey
Location: 180 Henson Dr
Existing Use of Property: Vacant
Existing Zoning: None
Proposed Use of Property: Residential
Proposed Zoning: Mobile Home
Planning Area: C
Overlay District: Village Center

Surroundings:

Frontage On: Henson Dr

Area Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of Property	None	Commercial
S of Property	None	Vacant
E of Property	None	Residential
W of Property	None	Residential

Legal Notice

200' Letters 12/15/08
Published 12/20/08
Sign Placement 11/24/08
Responses none

Comments:

The applicant has requested initial base zoning of Mobile Home (MH) in order to move one manufactured home onto the lot for use as a primary residence. The MH zoning district allows for individually owned manufactured homes installed on a permanent foundation on platted lots. Manufactured homes are located adjacent to this property on both the East and West making this use consistent with the rest of the neighborhood.

The applicant will be required to demonstrate compliance with the required development regulations at the time of site plan submittal.

On January 8, 2009, the Planning and Zoning Commission voted unanimously to recommend approval of the zoning application.

§ 155.043 MOBILE HOME; MH.

(A) *General purpose and description.* The MH, mobile home district is a detached residential district establishing standards for the development of manufactured, HUD-code manufactured home and mobile home parks and subdivisions. Mobile home subdivisions include individually platted lots for sale or rent within the subdivision, for the placement of mobile home units. A mobile home park offers spaces for the placement of mobile or manufactured home units on a lease or rental basis. The mobile home district establishes area and design requirements for parks and subdivisions, as well as yard requirements for individual lots within such parks or subdivisions. Both parks and subdivisions provide open space and recreational areas appropriate for the acreages and number of units contained.

(B) *Permitted uses.*

- (1) Individually owned HUD-code manufactured homes on platted lots;
- (2) Mobile or manufactured home parks for residential use, providing, on a rental basis, lots for placement of mobile homes with utilities. Small offices and washaterias are permitted as incidental uses within the park;
- (3) Industrialized housing;
- (4) Single-family detached dwellings;
- (5) Religious assembly;
- (6) Municipally owned facilities and uses (no open storage or repair);
- (7) Accessory buildings and uses, as provided by § 155.076, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business or an accessory dwelling unit, except as provided herein:
 - (a) The term accessory use shall include customary home occupations as herein defined;
 - (b) Accessory buildings, including a private garage, shall not occupy more than 50% of the minimum required rear yard. When the accessory building is directly attached to the main building, it shall be considered an integral part of the main building. See § 155.076 for additional accessory use requirements;
 - (c) A detached private garage used in conjunction with the main building; and
 - (d) Private open space or other private recreational amenities as part of a residential subdivision and not for commercial purposes.
- (8) Swimming pool (private), including recreation or community areas; and
- (9) Utilities (public or private).

(C) *Conditional uses.* Telecommunications towers, commercial antennas, and broadcast towers, subject to all applicable city regulations.

(D) *Required facilities.*

- (1) Electric, water, and sewer hook-up for each home site;
- (2) Permanent secure building space for storm refuge for tenants;
- (3) For planned rentals, a minimum of 1 bathroom with shower and toilet for each 10 rental sites; and

(4) A laundromat having a minimum of 1 washer and 1 dryer for each 10 dwelling sites.

(E) *Development regulations.*

(1) Minimum number of lots per park or subdivision: 8.

(2) Maximum number of lots per park or subdivision: 30.

(3) Minimum area per lot: 3,000 square feet.

(4) Minimum lot width: 30 feet.

(5) Minimum lot depth: 100 feet.

(6) Maximum building height (as defined in § 155.005):

(a) Permanent security/service building: 18 feet and not more than 1 story;
and

(b) Accessory buildings: 18 feet and not more than 1 story.

(7) For minimum setbacks, no construction, including buildings, parking areas, and driveways, except entry driveways, and no placement or display of commercial material and equipment shall be allowed in the setbacks. The minimum setbacks shall be the larger of the dimensions in §155.078(A), Table A, or the following:

(a) Dominant street: 40 feet;

(b) Secondary street: 25 feet; and

(c) Interior side or rear: 15 feet, 20 feet if next to any single-family residential district.

(8) Maximum impervious cover: 50%. Impervious cover shall be calculated as a percentage of the net site area and shall be the lesser of the percentage specified above in this district description or the percentage for the average lot slope in § 155.078(M), Table C. (Ord. 2001-010, § 22, passed 4-1-2001) Penalty, see § 155.999

FOR OFFICIAL USE ONLY

APPLICATION DATE: 10/11/08 FILE NO. 2A-08-019
TENTATIVE P&Z* HEARING: 12/11/08 TENTATIVE CC** DATE: 12/18/08
CITY INITIATED: YES - NO PLANNING AREA: C ZONING REQUESTED: R3
ZONING FEES: \$ 138 DATE PAID: 11/10/08; 11/25/08 RECEIPT NO. 19087; 19105

**APPLICATION FOR ZONING
RESIDENTIAL—NON-COMMERCIAL**

STREET ADDRESS OF
PROPERTY TO
BE ZONED: 180 HENSON Wimberley, Texas HAYS COUNTY CENTRAL
APPRAISAL DISTRICT
PROPERTY ID#: R18587 **

* New street addresses can be obtained by calling (512) 393-2160
** You may obtain this from your property tax statement.

PLEASE PROVIDE DIRECTIONS TO YOUR PROPERTY:

STREET behind Wimberley C/o

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

1. OWNER'S NAME: LISA A. POWELL HOME PHONE: (512) 847-9135
BUSINESS PHONE: ()
FAX: ()
E-MAIL:
OWNER'S CURRENT MAILING
ADDRESS P.O. Box 213 CITY Wimberley STATE TX ZIP 78676
2. HEARING REPRESENTATIVE
NAME: PHONE: ()
FAX: ()
REPRESENTATIVE'S MAILING
ADDRESS: CITY STATE ZIP
3. NAME OF REAL ESTATE COMPANY INVOLVED:

PROPERTY INFORMATION

4. TOTAL AREA TO BE ZONED: ACRES 0.24 (OR) SQ.FT. _____ TOTAL NO. of TRACTS: 1

5. PLANNING AREA(S): C 6. PROPOSED ZONING: R3

EXISTING ZONING CLASSIFICATION(S) AND USES (if applicable): NA

3. EXISTING STRUCTURES: NA

PROPOSED STRUCTURES/USE: ~~RES~~ mobile Home RES -

7. LEGAL DESCRIPTION

Subdivision: _____ Lot(s) MEET + BOUNDS

Block(s) _____ Plat Book: _____ Page Number: _____

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

VOLUME: _____ PAGE: _____ OF COUNTY PLAT RECORDS

9. OTHER PROVISIONS

1. IS PROPERTY IN AN OVERLAY DISTRICT? YES ☒ NO _____ UNKNOWN _____

TYPE OF OVERLAY ZONE(S) (if applicable) Village Overlay Dist -

2. FLOOD PLAIN (What, if any, flood zone does your property occupy?): NO

3. ELECTRIC UTILITY PROVIDER: _____

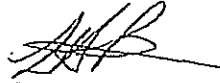
WATER UTILITY PROVIDER: _____

WASTEWATER UTILITY PROVIDER: _____

HAYS COUNTY SEPTIC PERMIT NUMBER (if applicable): _____

SITE INSPECTION AUTHORIZATION

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

Date: Nov 11, 2008 APPLICANT SIGNATURE 

WHEN APPLICABLE:

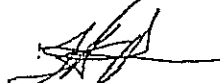
Date: _____ AGENT SIGNATURE _____

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

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

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

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

Date: Nov 11, 2008 APPLICANT SIGNATURE 

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

SUBMITTAL CHECKLIST

- ☒ Complete Zoning Application.
- ☒ Provide a plat map of the property to be zoned, showing scale.
- ☒ Provide a plat map of all properties within 200 feet of any portion of Applicant's property and indicate Applicant's property on such map. Map must clearly indicate scale of map, streets and main arteries leading to property.
- ☒ Provide names and addresses of property owners within 200 feet of any portion of Applicant's property.
- ☒ Provide a legal description of the property to be zoned.
- ☒ Sign/date Submittal Verification form.
- ☒ Sign/date Site Inspection Authorization form.
- ☒ Sign/date Acknowledgement Form.
- ☒ Pay Zoning Fee (this fee is based on the cost of services incurred by the Village of Wimberley in reviewing, processing and recording the zoning request).
- ☒ Applicant agrees to attend Planning & Zoning Commission hearings scheduled for Applicant's proposed zoning (or sign waiver below).
- ☒ Sign/date Submittal Verification and/or Waiver of Appearance form.
- ☒ Applicant agrees to attend City Council hearing scheduled for Applicant's proposed zoning.

SUBMITTAL VERIFICATION AND/OR WAIVER OF APPEARANCE

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

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

Date: Nov 11, 2008

APPLICANT SIGNATURE

[Signature]

WHEN APPLICABLE:

Date: _____

AGENT SIGNATURE: _____

§ 155.043 MOBILE HOME; MH.

(A) *General purpose and description.* The MH, mobile home district is a detached residential district establishing standards for the development of manufactured, HUD-code manufactured home and mobile home parks and subdivisions. Mobile home subdivisions include individually platted lots for sale or rent within the subdivision, for the placement of mobile home units. A mobile home park offers spaces for the placement of mobile or manufactured home units on a lease or rental basis. The mobile home district establishes area and design requirements for parks and subdivisions, as well as yard requirements for individual lots within such parks or subdivisions. Both parks and subdivisions provide open space and recreational areas appropriate for the acreages and number of units contained.

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- (5) Religious assembly;
- (6) Municipally owned facilities and uses (no open storage or repair);
- (7) Accessory buildings and uses, as provided by § 155.076, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business or an accessory dwelling unit, except as provided herein:

(a) The term accessory use shall include customary home occupations as herein defined;

(b) Accessory buildings, including a private garage, shall not occupy more than 50% of the minimum required rear yard. When the accessory building is directly attached to the main building, it shall be considered an integral part of the main building. See § 155.076 for additional accessory use requirements;

(c) A detached private garage used in conjunction with the main building; and

(d) Private open space or other private recreational amenities as part of a residential subdivision and not for commercial purposes.

(8) Swimming pool (private), including recreation or community areas; and

(9) Utilities (public or private).

(C) *Conditional uses.* Telecommunications towers, commercial antennas, and broadcast towers, subject to all applicable city regulations.

(D) *Required facilities.*

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(b) Secondary street: 25 feet; and

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ORDINANCE NO. 2006-014

AN ORDINANCE OF THE VILLAGE OF WIMBERLEY, TEXAS AMENDING TITLE XV (LAND USAGE) OF THE CODE OF WIMBERLEY TO REVISE THE FOLLOWING DEFINITIONS IN SECTION 155.005: MANUFACTURED HOME, MOBILE HOME, MOBILE HOME SALES/RENTALS AND REPAIRS, SINGLE-FAMILY RESIDENTIAL IN ORDER TO CLARIFY THE DEFINITIONS; AND AMEND SECTION 155.035 "(RA) RESIDENTIAL ACREAGE", SECTION 155.036 "(R-1) RURAL RESIDENTIAL", SECTION 155.037 "(R-2) SINGLE-FAMILY RESIDENTIAL", SECTION 155.038 "(R-3) SINGLE-FAMILY RESIDENTIAL", SECTION 155.039 "(R-4) SINGLE-FAMILY RESIDENTIAL", AND SECTION 155.043 "(MH) MOBILE HOME" IN ORDER TO DELETE ~~MANUFACTURED HOMES~~ HOMES AS A PERMITTED USE IN RESIDENTIAL DISTRICTS AND ALLOW MANUFACTURED HOMES AS A CONDITIONAL USE; CREATING SUBSECTION 155.078 (Q) INDUSTRIALIZED HOUSING REQUIREMENTS TO REGULATE PERMITTING AND INSPECTION, AND VALUE REQUIREMENTS FOR INDUSTRIALIZED HOUSING; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the Village of Wimberley ("City Council") seeks to provide for the orderly development of land within its corporate limits and its extraterritorial jurisdiction; and

WHEREAS, the City Council is authorized by the Texas Local Government Code, Chapter 211, to adopt zoning regulations; and

WHEREAS, the Zoning Ordinance can be amended to supplement or change the regulations by order of the City Council; and

WHEREAS, the Village is authorized by the Texas Occupations Code to prohibit the installation of mobile homes, and may regulate manufactured and industrialized housing within the Village; and,

WHEREAS, the Planning and Zoning Commission conducted a public hearing on January 11, 2007 in accordance with Section 155.109 of the Code; and

WHEREAS, the Planning and Zoning Commission has delivered a final report to the City Council regarding the amendments contained herein in accordance with Section 155.109 of the Code; and

WHEREAS, the City Council held a public hearing on January 18, 2007 and February 1, 2007 regarding the amendments contained herein, in accordance with Section 155.109 of the Code.

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

I. FINDINGS OF FACT

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

II. AMENDMENTS

A. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.005 (Definitions) of the Code of Wimberley, shall be and hereby is amended as follows, and every reference in the Code to the term listed below shall be replaced with the new term and definition as amended below:

1. Amend definition "Manufactured Home without Axles", by replacing it in its entirety to read as follows:

"Manufactured Home.

A "HUD-code manufactured home" or manufactured house or housing as a structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities, transportable in one or more sections. Each home shall comply with the wind and safety provisions and bear a seal certifying that it is built in compliance with the Federal Manufactured Housing Construction and Safety Standards."

2. Amend definition "Mobile Home Residential" by replacing it in its entirety to read as follows:

"Mobile Home.

A structure, constructed before June 15, 1976, designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities, and is transported in one (1) or more sections."

3. Amend definition "Mobile Home Sales/Rentals and Repairs" by replacing it in its entirety to read as follows:

"Manufactured Home Sales/Rentals and Repair

Establishments or places of business engaged in the sale, installation and servicing of manufactured home equipment and parts including body repairs and painting. Typical uses include manufactured home showplaces and dealerships."

4. Delete definitions "Modular Home" and "Modular Home Sales" in their entirety.

5. Amend definition "Single-Family Residential" by replacing it in its entirety to read as follows:

"Single-Family Residential.

One dwelling unit, other than a mobile home or a manufactured home, that is a freestanding and structurally separated building used exclusively for residential purposes. It is located on a lot or building site that is unoccupied by any other dwelling unit or main building which is constructed to meet the national building code adopted by the Village. This definition includes industrialized housing which is a residential structure constructed in one (1) or more modules built at a location other than the permanent site, and designed to be used as a permanent structure, transported to a permanent site and installed on a permanent foundation system. All single family residential and industrialized housing must be constructed to meet all regulations adopted by the Village. A typical use is a single-family detached dwelling.”

B. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.035(B)(1)(b) Residential Acreage (RA) of the Code of Wimberley, shall be and hereby is deleted in its entirety.

C. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.035(C)(8) Residential Acreage (RA) of the Code of Wimberley, shall be and hereby is created to read as follows:

“(8) One Manufactured Home installed on a permanent foundation, as the primary residence.”

D. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.036(B)(1)(b) Rural Residential 1 (R-1) of the Code of Wimberley, shall be and hereby is deleted in its entirety.

E. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.036(C)(7) Rural Residential 1 (R-1) of the Code of Wimberley, shall be and hereby is created to read as follows:

“(7) One manufactured Home installed on a permanent foundation, as the primary residence.”

F. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.037(B)(1)(b) Single-Family Residential 2 (R-2) of the Code of Wimberley, shall be and hereby is deleted in its entirety.

G. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.037(C)(7) Single-Family Residential 2 (R-2) of the Code of Wimberley, shall be and hereby is created as follows:

“(7) One manufactured home installed on a permanent foundation, as the primary residence.”

H. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.038(B)(1)(b) Single-Family Residential 3 (R-3) of the Code of Wimberley, shall be and hereby is deleted in its entirety.

I. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.038(C)(6) Single-Family Residential 3 (R-3) of the Code of Wimberley, shall be and hereby is created as follows:

“(6) One manufactured home installed on a permanent foundation, as the primary residence.”

J. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.039(B)(1)(b) Single-Family Residential 4 (R-4) of the Code of Wimberley, shall be and hereby is deleted in its entirety.

K. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.039(C)(3) Single-Family Residential 4 (R-4) of the Code of Wimberley, shall be and hereby is created as follows:

“(3) One manufactured home installed on a permanent foundation, as the primary residence.”

L. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.043(B)(1) Mobile Home (MH) of the Code of Wimberley, shall be and hereby is amended to read as follows:

“(1) “Individually owned manufactured homes installed on a permanent foundation on platted lots.”

M. That Title XV (Land Usage), Chapter 155 (Zoning), Section 155.078 Supplemental Regulations of the Code of Wimberley, shall be and hereby is amended to add subsection “(Q) Industrialized Housing Requirements” to read as follows:

“(Q) Industrialized Housing Requirements

(1) Permit and inspection requirements.

(a) All industrialized housing must have all local permits and licenses that are applicable to other residential dwellings constructed in the Village.

(b) Prior to the installation or construction of industrialized housing, the applicant shall comply with the following requirements:

(1) Shall comply with mandatory building codes; submit a complete set of designs, plans, and specifications bearing the Texas Industrialized Building Code Council's stamp of approval for each installation of industrialized housing or buildings in the Village;

(2) Each module or modular components shall bear an approved decal or insignia indicating inspection by the State; and

(c) The building official shall inspect all construction involving industrialized housing and buildings to be located in the Village to ensure compliance with designs, plans, and specifications, including inspection of:

(1) the construction of the foundation system; and

(2) the erection and installation of the modules or modular components on the foundation.

(d) Prior to occupancy, a final inspection or test shall be required in accordance with all Village mandatory building codes; and any deficiency identified by the test or discovered in the final inspection shall be corrected.

(2) Value Requirements. All industrialized housing shall have a value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for each county in which the properties are located. Proof of the value of the proposed housing and the value of the dwellings located within 500 feet of the lot shall be submitted with the permit application.”

III. REPEALER

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

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.

V. EFFECTIVE DATE

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

VI. PROPER NOTICE AND MEETING

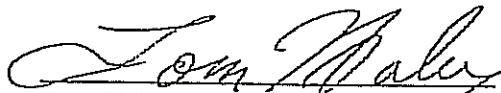
It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided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

PASSED AND APPROVED on first reading this 18th day of January, 2007, by a 5 (Ayes) 0 (Nays) 0 (Abstain) vote of the City Council of the Village of Wimberley, Texas.

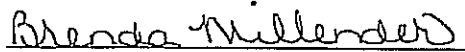
PASSED AND APPROVED on second reading this 1st day of February, 2007, by a 5 (Ayes) 0 (Nays) 0 (Abstain) vote of the City Council of the Village of Wimberley, Texas.

VILLAGE OF WIMBERLEY

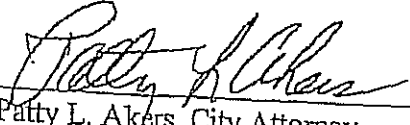
By:


Tom Haley, Mayor

ATTEST:


Brenda Millender, City Secretary

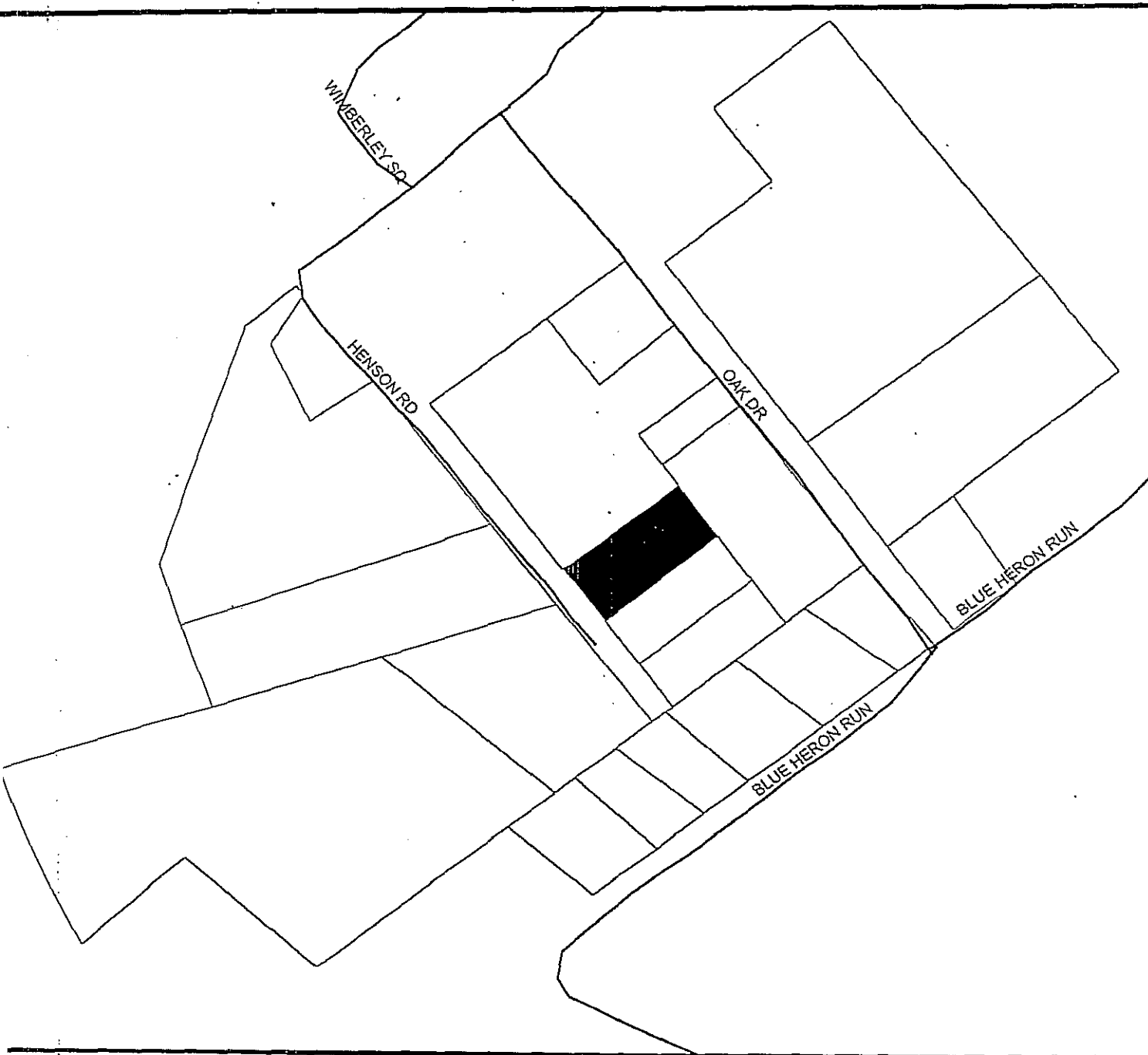
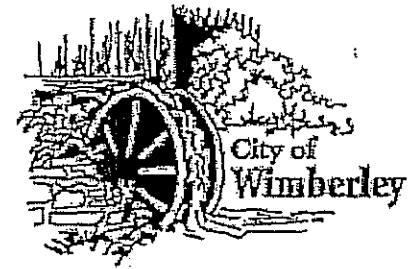
APPROVED AS TO FORM:


Patty L. Akers, City Attorney

**NOTICE OF
ENACTMENT OF
ORDINANCE NO.
2006-014**

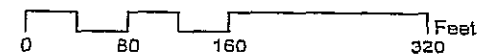
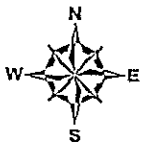
An Ordinance of the
Village of Wimberley,
Texas, amending Title
XV (Land Usage) of the
Code of Wimberley to
revise the following
definitions in Section
155.005: manufactured
home, mobile home,
home, mobile home
sales/rentals, and
repairs; single-family
residential; in order to
clarify the definitions
and amend section
155.035 (R-1) residen-
tial acreage, section
155.036 (R-1) rural res-
idential, section
155.037 (R-2) single-
family residential, sec-
tion 155.039 (R-4) sin-
gle-family residential,
and section 155.043
(M) mobile home in
order to delete

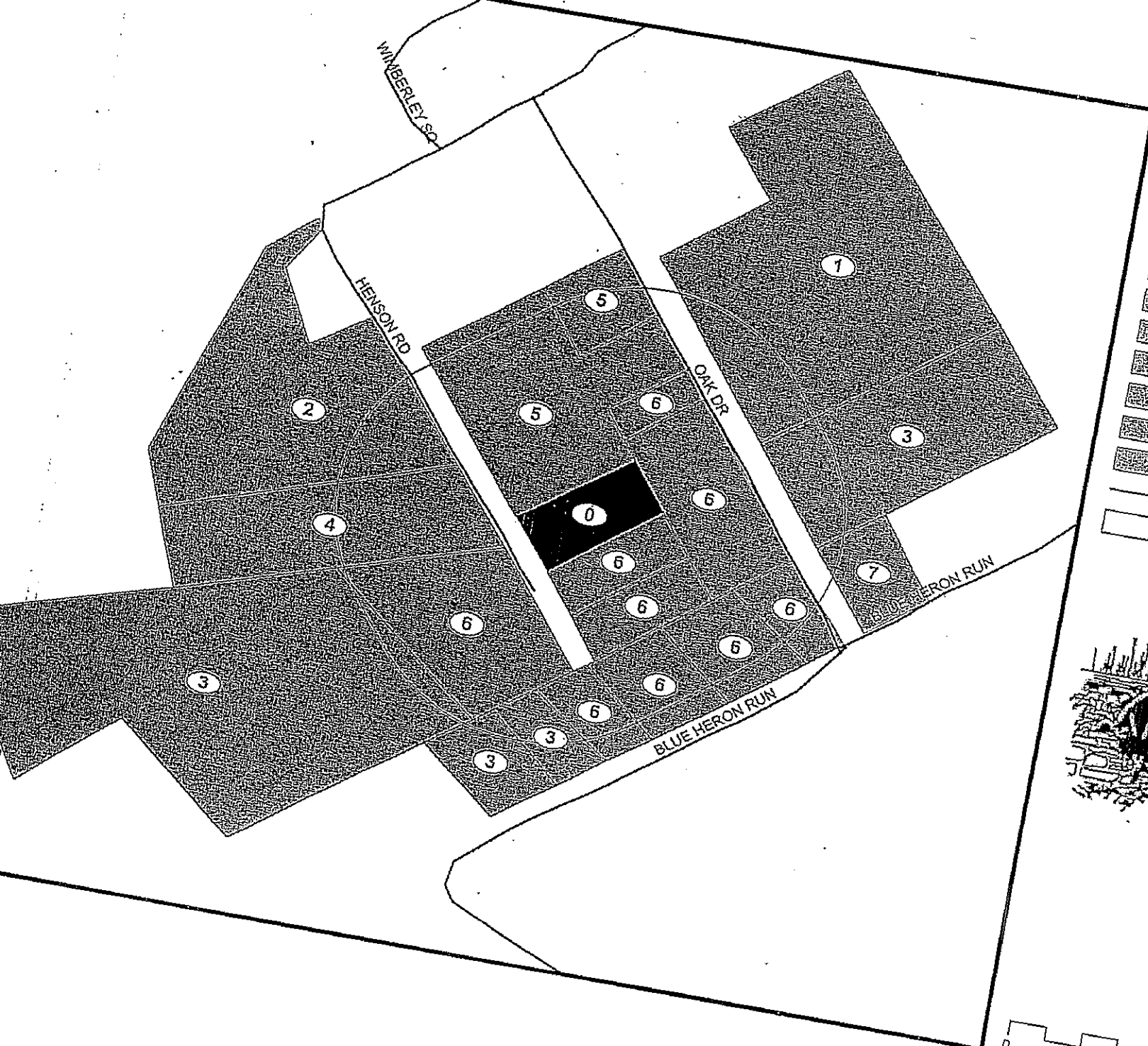
mobile/manufactured
homes as permitted
use; in residential dis-
tricts and allow manu-
factured homes as a
conditional use; creat-
ing subsection
155.078 (C) industrial-
ized housing; require-
ments to regulate per-
mitting and inspection;
and value require-
ments for industrial-
ized housing; and pro-
viding for the following:
findings of fact, repea-
er, severability, effec-
tive date, and proper
notice and meeting
(45492/1a/12)



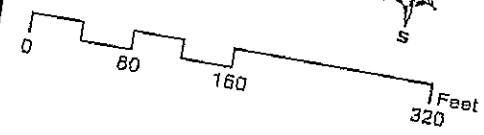
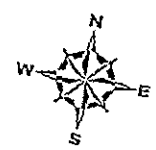
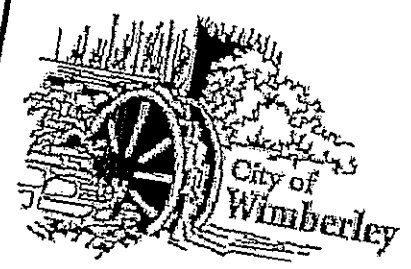
Zoning

-  Subject Property
-  Unzoned
-  Roads





- ID, OWNER NAME**
- 0, SUBJECT PROPERTY
 - 1, CALKINS, INTERESTS LTD
 - 2, CLAYTON, CHARLES E, JR
 - 3, CLAYTON, WILLIAM S
 - 4, CRANE, LES
 - 5, LANE, JOY
 - 6, SCHNAUTZ, NANCY L
 - 7, SCUDDER, JANET E
 - Roads
 - 200ft Notification Line





Hays Central Appraisal District

2008 CERTIFIED VALUES


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[FAQ](#)
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[Property Data](#)

- [Detail Sheet](#)

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[Other](#)

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- [Neighborhoods](#)

- [Abstracts](#)

- [Subdivisions](#)

- [Directions](#)

- [Hays Tax Office](#)

- [Board of Directors](#)

- [ARB Members](#)

- [Tax Rates](#)

- [Low Income Housing](#)

- [Taxpayers Rights \(Engli](#)

- [Taxpayers Rights \(Span](#)

- [Delinquent Tax Sales](#)

- [Capitalization Rate](#)

- [Forms](#)

- [Other Map Formats](#)

- [Links](#)

- [Recorded Subdivision Pl](#)

- [GIS Maps](#)

- [Employment opportunitie](#)

[Property Detail Sheet \(R18587\)](#)

[History](#)

[GIS Map](#)

[Datasheet](#)

Owner Information

Owner ID: 00016229

Owner Name: POWELL, LISA A

Owner Address: P O BOX 213
WIMBERLEY, TX 78676-0213

Property Address:

Parcel Information

Legal Description: A0461 AMASA TURNER SURVEY, ACRES 0.24

Acreage: 0.24

Cross Reference: 10-0461-0221-00000-8

Undivided Interest: 100%

Exemption Codes:

Entity Codes: CWI (Village Of Wimberley)
EWI (WIMBERLEY HAYS CO ES DIST #3)
FWI (WIMBERLEY FIRE HAYS CO ES DIST #4)
GHA (HAYS COUNTY)
RSP (SPECIAL ROAD)
SWI (WIMBERLEY ISD)

Deed Type: Warranty Deed

Deed Book: 3328

Deed Page: 573

Map Page: 12719

Land HS:	\$0 +
Land NHS:	\$15,000 +
Improvement HS:	\$0 +
Improvement NHS:	\$0 +
Ag Market:	\$0
Ag Use:	\$0 +
Timber Market:	\$0
Timber Use:	\$0 +
Assessed:	\$15,000 =

Land

ID

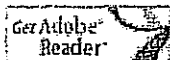
Type

SPTB

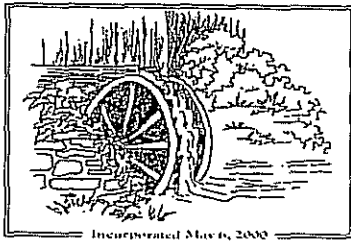
Acre

Market

Land1 C1 (C1-Vac Platted - 5.C1 (C1-Vac Platted Lots (5 Ac 0.024 \$ 15,000



* Adobe Acrobat Reader 5.0 (minimum) is required to view pdf documents. Acrobat Reader is a free program available [here](#).



City of Wimberley

12111 Ranch Road 12 (P.O. Box 2027), Wimberley, Texas 78676

Phone: 512-847-0025 Fax: 512-847-0422

Email: village@anvilcom.com Web: www.vil.Wimberley.tx.us

Tom Haley, Mayor - Bob Flocke, Mayor Pro-tem

Council Members - Charles Roccaforte, Jeri Xiques, Terrie Bursiel, Dick Larson
Don Ferguson, City Administrator

December 15, 2008

NOTICE OF PUBLIC HEARING

Re: **File No. ZA-08-018**
180 Henson Dr, Wimberley, Texas 78676
An application for initial base zoning of Mobile Home (MH)

Dear Property Owner:

You are receiving this letter because you own property within 200 feet of the above-referenced location.

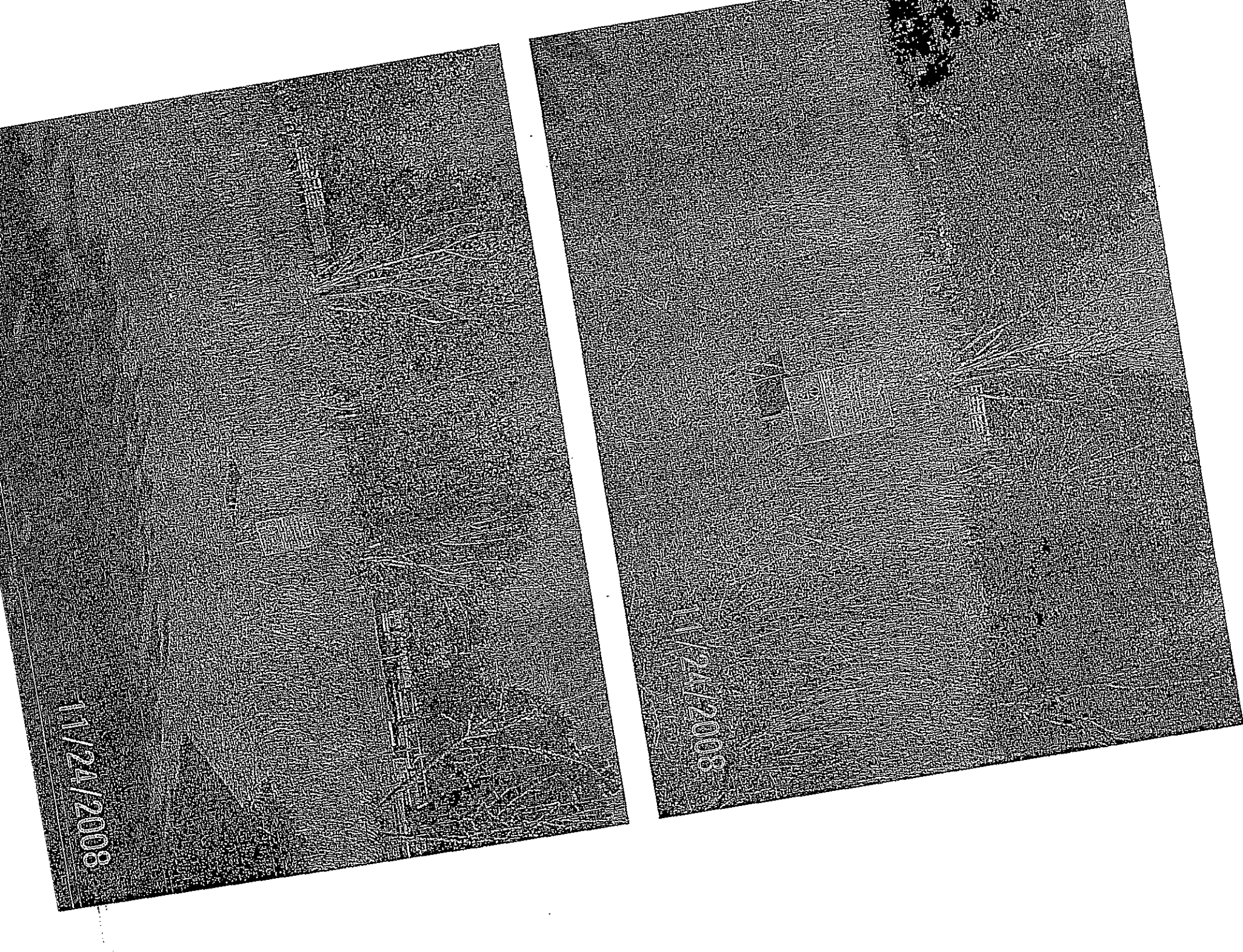
Lisa Powell has requested Mobile Home (MH) zoning as initial base zoning for the subject property located at 180 Henson Dr

The City of Wimberley Planning & Zoning Commission will consider this request at a public hearing on **Thursday, January 8, 2009, at 6:30 p.m.** in the City of Wimberley City Hall, 12111 Ranch Road 12. Upon a recommendation from the Commission, City Council will hold a Public Hearing to consider the same request on **Thursday, January 15, 2009, at 6:30 p.m.** in the Wimberley City Hall, 12111 Ranch Road 12.

Because the granting of this request may affect your property, you are encouraged to participate in the zoning process. The public will be given an opportunity to speak during the hearing. If you wish to comment but are unable to attend, written comments may be submitted to the City Administrator prior to the meeting.

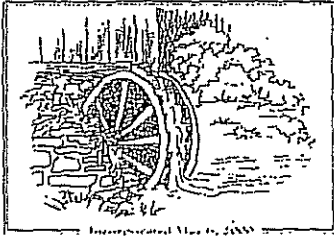
Additional information regarding the proposed zoning is available for public review at City Hall during normal business hours. Should you have questions, please contact the City Administrator at 512-847-0025.

CITY OF WIMBERLEY



11/24/2008

11/24/2008



Village of Wimberley

12111 Ranch Road 12, Ste. 114 (P.O. Box 2027), Wimberley, Texas 78676

Phone: (512) 847-0025 Fax: 512-847-0422

E-mail: village@wimberley-tx.com Web: vil.Wimberley.tx.us

NOTICE BY SIGN POSTING

Zoning File No.: ZA-08-018 Owner: Lisa Powell

Date: 11/24/08

TO: Code Enforcement/Public Works

Please place a Proposed Zoning Sign on the following property:

() Project Site Address 180 Hanson Dr

which is located Hanson Dr

Bill Bowers
Asst. Public Works

Note: The above-referenced zoning sign was placed on the subject property on

11/24/08, 2008.

[Signature]
Signature

ORDINANCE NO. 2009-_____

AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR A 0.24 ACRE TRACT LOCATED AT 180 HENSON DRIVE, WIMBERLEY, HAYS COUNTY, TEXAS, DESIGNATING INITIAL ZONING FOR SUCH TRACT AS MOBILE HOME (MH); AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

WHEREAS, the regulations established by Section 155 (Zoning), as amended, (the "Code") are specifically designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public facilities; and

WHEREAS, in the course of adopting the regulations established by the Code, the Planning and Zoning Commission and City Council gave 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 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, the City Council and Planning and Zoning Commission have carefully reviewed the requirements of the City's Code of Ordinances and have concluded that the 0.24 acres out of A0461 Amasa Turner Survey, in Wimberley, Hays County, Texas, commonly known as 180 Henson Drive, is hereby designated initial zoning of Mobile Home (MH) designation and that such designation is consistent with established City policy and in the public interest; 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 January 8, 2009 and January 15, 2009, 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. AMENDMENT

Section 155 (Zoning) of the Code of Wimberley is hereby amended by adding the following language to Appendix F to read as follows, which shall be incorporated into and made part of Section 155 (Zoning), and given full weight and effect:

Appendix F: Zoning District Designations

The City Council of the City of Wimberley has divided the City into the zoning districts as follows. The applicable use, height, area and development regulations adopted by the City shall apply to each district. The following geographic boundaries of the zoning districts for the properties listed below are hereby established as follows:

The 0.24 acres out of out of A0461 Amasa Turner Survey, and more particularly described by metes and bounds in the attached Exhibit "A" incorporated by reference, in Wimberley, Hays County, Texas, commonly known as 180 Henson Drive, is hereby designated initial zoning of Mobile Home (MH) designation.

Except as expressly amended herein, Appendix F shall remain in full force and effect.

ARTICLE II. ZONING DISTRICT MAP

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

ARTICLE III. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional 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.

IV. EFFECTIVE DATE

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

ARTICLE V. PROPER NOTICE AND MEETING

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 _____ day of _____, 2009, by _____ (Ayes) to _____ (Nays) _____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY

BY: _____
Tom Haley, Mayor

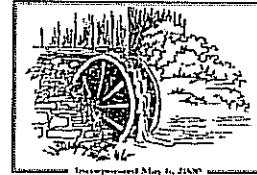
ATTEST:

Cara McPartland, City Secretary

APPROVED AS TO FORM:

Carolyn J. Crosby, Assistant City Attorney

Report for Zoning Change ZA-08-019



Summary:

The applicant has submitted a request for initial base zoning of High Impact Commercial (C3) zoning for 3 lots located at 320 Wimberley Square

Applicant Information:

Applicant:

Kelly Kilber (On Behalf of Calkins Interest Ltd.)
100 E San Antonio St
San Marcos TX 78666
Calkins Interests LTD

Property Owner:

Subject Property:

Legal Description: 3.11 acres of land out of the Amasa Turner Survey
Location: 320 Wimberley Square
Existing Use of Property: Commercial
Existing Zoning: Unzoned
Proposed Use of Property: Commercial
Proposed Zoning: High Impact Commercial (C3)
Planning Area E, and C
Overlay District Village Center

Surroundings:

Frontage On:

Wimberley Square and Oak Dr

Area Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of Property	C1	Commercial
S of Property	Unzoned	Residential
E of Property	C2	Commercial
W of Property	Unzoned	Residential

Legal Notice

200' Letters 12/15/08
Published 12/20/08
Sign Placement 12/15/08
Responses none

Comments:

The applicant has submitted a request for initial base zoning of High Impact Commercial (C3) zoning for 3 lots located at 320 Wimberley Square in order to plat these three lots in the accompanying subdivision case number C212-08-014. The proposed uses of these three lots are included as permitted uses in the C3 zoning district and are described as: Lot 1 – Eating Establishments; Lot 2 – Unknown, Commercial; and Lot 3 – Downtown Parking Lot.

On January 8, 2009, the Planning and Zoning Commission voted unanimously to recommend approval of the zoning application.

§ 155.049 COMMERCIAL - HIGH IMPACT; C-3.

(A) *General purpose and description.* The C-3, commercial 3 district is established to provide areas for more intense and concentrated shopping and service facilities for the retail sales of goods and services. These shopping areas shall utilize established landscape and buffering requirements. The C-3 district should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.

(B) *Permitted uses.*

(1) Administrative and professional office:

- (a) Insurance, real estate, attorneys, accountants, architects, investment services, travel agencies;
- (b) Photography studios, doctors, dentists;
- (c) Non-profit organizations (with certain restrictions);
- (d) Civic uses (such as City Halls);
- (e) Research services: limited; and
- (f) Office.

(2) Religious assembly.

(3) Food and beverage retail sales (such as grocery);

(4) Medical services: general; large facilities, hospitals;

(5) Eating establishments: sit-down;

(6) Eating establishments: sit-down fast foods;

(7) Agricultural supplies and services;

(8) Commercial blood centers;

(9) Commercial off-street parking;

(10) Parking lot and parking garage, automotive;

(11) Transportation facilities: surface, limited (such as cross-country truck companies and their distribution centers);

(12) Transportation facilities: aircraft;

(13) Commercial/single-family residential;

(14) Private primary educational services;

(15) Private secondary educational services;

(16) Non-profit civic;

(17) Retail sales and services: general;

(18) Bank and savings and loan;

(19) Personal services: general;

(20) Accessory uses to the main use; and

(21) Single-family residence.

(C) *Conditional uses.*

(1) A drive-through or drive-in facility otherwise allowed in any permitted use in this district shall be allowed only with a conditional use permit;

(2) Alcoholic beverage sales;

(3) Bars/taverns (50% sales derived from alcohol);

(4) Gasoline sales: truck stops;

(5) Automotive sales, rentals, and repairs;

(6) Automotive and equipment: sales and rentals, farm and heavy equipment;

(7) Automotive and equipment: sales and rentals, light equipment;

(8) Custom manufacturing;

- (9) Construction sales and services;
- (10) Eating establishments: fast food with drive-through order windows;
- (11) Eating establishments: drive-in;
- (12) Adult entertainment (such as sexually oriented business) use as may be provided for or restricted by other city ordinances;
- (13) Bed and breakfast lodging;
- (14) Automotive washing;
- (15) Personal storage; and
- (16) Telecommunications towers, commercial antennas, and broadcast towers, subject to all applicable city regulations.

(D) *Development regulations.*

(1) Minimum lot size: 20,000 square feet.

(2) Maximum building height (as defined in § 155.005):

(a) Primary buildings: not more than 2 stories and not more than 28 feet with flat roof (see definition) or 35 feet with pitched roof;

(b) Accessory buildings: not more than 18 feet and not more than 1 story; and

(c) Decks: not more than 12 feet including a railing only or 18 feet including a roof.

(3) For minimum setbacks, no construction, including buildings, parking areas, and driveways, except entry driveways, and no placement or display of commercial material and equipment shall be allowed in the setbacks. The minimum setbacks shall be the larger of the dimensions in § 155.078(A), Table A, or the following:

(a) Dominant street: 25 feet;

(b) Secondary street: 15 feet; and

(c) Interior side or rear yard: 10 feet, 20 feet when adjacent to a residential district and the building is more than 1 story.

(4) Maximum impervious coverage: 70%. Impervious coverage shall be calculated as a percentage of the net site area and shall be the lesser of the percentage specified above in this district description or the percentage for the average lot slope in § 155.078(M), Table C.

(5) Maximum building coverage: 60%. Building coverage shall be calculated as a percentage of the net site area.

(6) Maximum building footprint: 20,000 square feet.

(7) Maximum floor area: 20,000 square feet

(E) *Parking regulations.* As required by § 155.075, off-street parking and loading requirements.

(F) *Special requirements.*

(1) Open storage is prohibited in the village center (VC) overlay district.

(2) These districts shall be limited to properties fronting on major transportation arterials, provided the location is not incompatible with an existing residential neighborhood or property.

(G) *Other regulations.* As established in §§ 155.075 *et seq.*, development standards.

FOR OFFICIAL USE ONLY

APPLICATION DATE: 12/3/08 SITE PLAN SUBMITTAL DATE _____ FILE NO. ZA-08-019
TENTATIVE P&Z* HEARING: 1/8/09 TENTATIVE CC** DATE: 1/15/09
CITY INITIATED: ☐ YES - ☒ NO PLANNING AREA: E ZONING REQUESTED: C-3
ZONING FEES: \$ _____ DATE PAID: _____ RECEIVED BY: _____
SITE PLAN ACCEPTED BY: _____ DATE: _____

* P&Z - Planning & Zoning Commission ** CC - Village of Wimberley City Council

APPLICATION FOR ZONING

**NON-RESIDENTIAL, MULTI-FAMILY DEVELOPMENTS, MOBILE HOME DEVELOPMENTS,
CONDITIONAL USE PERMIT APPLICATIONS AND PLANNED UNIT DEVELOPMENTS (PUD'S)**

OWNER, AGENT AND PROJECT DATA

**STREET ADDRESS OF
PROPERTY TO BE ZONED:** 320 WIMBERLEY SQUARE WIMBERLEY, TX 78676

* New street address can be obtained by calling (512) 393-2160

IF PROJECT ADDRESS CANNOT BE DEFINED, PLEASE PROVIDE THE FOLLOWING:

_____ **ALONG THE** _____ **SIDE OF** _____ **APPROX.** _____ **DISTANCE**
(Frontage Footage) (N,S,E,W) (Frontage Road)
_____ **FROM ITS INTERSECTION WITH** _____
(N,S,E,W) (Cross Street)

1. OWNER'S NAME: CALKINS INTERESTS, LTD. **HOME PHONE:** () 512-847-2515
BUSINESS PHONE: () _____

**OWNER'S CURRENT MAILING
ADDRESS** 420 OAK LANE **CITY** HOUSTON **STATE** TX **ZIP** 77024

2. AGENT'S NAME: KELLY KILBER **AGENT'S PHONE:** () 512-353-3335

AGENT'S FIRM NAME: PRO-TECH ENGINEERING GROUP, INC.

**AGENT'S FIRM MAILING
ADDRESS:** 100 E. SAN ANTONIO ST. **CITY** SAN MARCOS **STATE** TX **ZIP** 78666
STE. 100

PROPERTY INFORMATION

3. TOTAL AREA TO BE ZONED: ACRES 3.18 (OR) SQ.FT. _____ TOTAL NO. of TRACTS: 3 LOTS
1 PROPOSED

4. PLANNING AREA(S) : _____ 5. PROPOSED ZONING: ~~ES~~ C-3

PROPOSED USE(S): COMMERCIAL

6. EXISTING ZONING CLASSIFICATION(S) AND USES (if applicable): V

7. LEGAL DESCRIPTION

Street Address: _____

Subdivision: _____

Block(s) _____

Lot(s) _____

Plat Book: _____

Page Number: _____

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

VOLUME: 1310 PAGE: 258 OF COUNTY PLAT RECORDS

9. OTHER PROVISIONS

A. IS PROPERTY IN AN OVERLAY DISTRICT? YES X NO _____ UNKNOWN _____

TYPE OF OVERLAY ZONE(S) (if applicable) VILLAGE CENTER

B. FLOOD PLAIN (What, if any, flood zone does your property occupy?): NONE

C. ELECTRIC UTILITY PROVIDER: PEC

WATER UTILITY PROVIDER: WWSC

WASTEWATER UTILITY PROVIDER: SEPTIC

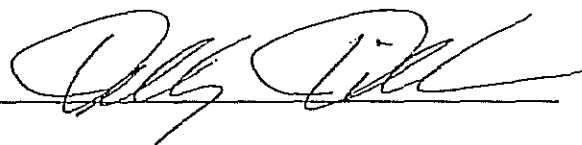
HAYS COUNTY SEPTIC PERMIT NUMBER (if applicable): _____

SITE INSPECTION AUTHORIZATION

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

Date: _____ APPLICANT SIGNATURE _____

WHEN APPLICABLE:

Date: 12/3/08 AGENT SIGNATURE 

SITE PLAN REVIEW SUBMITTAL

Approval of the "conceptual" land use site plan, if submitted with a zoning or subdivision application, constitutes confirmation that the development plan for the site complies with Wimberley ordinances and site development regulations. It is not a permit for construction.

The final, engineered site plan must be approved prior to the beginning of site development and/or the issuance of Building Permit(s). Approval of the engineered plan authorizes the beginning of site construction such as temporary erosion controls, clearing, rough grading drainage facilities, utility services, parking lots, sidewalks, drives, etc.

No building construction may begin on the site prior to the issuance of a Building Permit by the Village of Wimberley Comprehensive Zoning Ordinance No. 2001-010, Section 46.

Type of Site Plan:

- ☐ Review (zoning, subdivision)
- ☐ Non-residential
- ☐ Multi-family
- ☐ Mobile Home
- ☐ Conditional Use Permit
- ☐ Planned Unit Development (PUD)

Related Cases, If Applicable

- | | |
|--|----------------|
| ☐ Zoning | File No. _____ |
| ☐ Building Permit | File No. _____ |
| ☐ Subdivision | File No. _____ |
| ☐ Sign Permit | File No. _____ |
| ☐ Engineered construction | File No. _____ |

SUBMITTAL CHECKLIST

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

- ☒ Complete "Application For Zoning"
- ☒ Provide plat map of property to be zoned which includes all properties within 200 feet of any portion of Applicant's property; and which clearly indicates streets in surrounding area.
- ☒ Provide plat map of the specific property to be zoned.
- ☒ Provide names and addresses of property owners within 200 feet of any portion of Applicant's property.
- ☒ Provide a legal description of the property to be zoned.
- ☒ Sign/date Submittal Verification form.
- ☐ Sign/date Site Inspection Authorization form.
- ☐ Sign/date Acknowledgement Form.
- ☐ Place stake on site with property address so property is easily identifiable.
- ☐ Pay Zoning Fee (this fee is based on the cost of services incurred by the Village of Wimberley in reviewing, processing and recording the zoning request).
- ☐ Pay Site Plan Review Fee (This fee is based on the cost of services incurred by the Village of Wimberley in reviewing, processing and recording the site plan approval request.)
- ☒ Applicant agrees to attend a pre-zoning conference prior to acceptance of Application.
- ☒ Applicant agrees to attend Planning & Zoning Commission hearings scheduled for Applicant's proposed zoning.
- ☒ Applicant agrees to attend City Council hearing scheduled for Applicant's proposed zoning.
- N/A ☐ Provide detailed Site Plan for the following:
 - A. Non-residential developments
 - B. Multi-family developments
 - C. Mobile Home developments
 - D. Conditional Use Permit applications
 - E. Planned Unit Developments (PUD's)
- N/A ☐ 2 Sets of Construction site plans drawn to scale (24"x36") showing information set forth in Ordinance No. 2001-010, Section 46.

**ACKNOWLEDGMENT OF EXISTING
Subdivision Plat Notes, Deed Restrictions Restrictive Covenants
and/or Zoning Conditional Use Permits**

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

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

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

Date: _____ APPLICANT SIGNATURE _____

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

SUBMITTAL VERIFICATION

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

Date: _____ APPLICANT SIGNATURE _____

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

§ 155.049 COMMERCIAL - HIGH IMPACT; C-3.

(A) *General purpose and description.* The C-3, commercial 3 district is established to provide areas for more intense and concentrated shopping and service facilities for the retail sales of goods and services. These shopping areas shall utilize established landscape and buffering requirements. The C-3 district should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.

(B) *Permitted uses.*

(1) Administrative and professional office:

- (a) Insurance, real estate, attorneys, accountants, architects, investment services, travel agencies;
- (b) Photography studios, doctors, dentists;
- (c) Non-profit organizations (with certain restrictions);
- (d) Civic uses (such as City Halls);
- (e) Research services: limited; and
- (f) Office.

(2) Religious assembly.

(3) Food and beverage retail sales (such as grocery);

(4) Medical services: general; large facilities, hospitals;

(5) Eating establishments: sit-down;

(6) Eating establishments: sit-down fast foods;

(7) Agricultural supplies and services;

(8) Commercial blood centers;

(9) Commercial off-street parking;

(10) Parking lot and parking garage, automotive;

(11) Transportation facilities: surface, limited (such as cross-country truck companies and their distribution centers);

(12) Transportation facilities: aircraft;

(13) Commercial/single-family residential;

(14) Private primary educational services;

(15) Private secondary educational services;

(16) Non-profit civic;

(17) Retail sales and services: general;

(18) Bank and savings and loan;

(19) Personal services: general;

(20) Accessory uses to the main use; and

(21) Single-family residence.

(C) *Conditional uses.*

(1) A drive-through or drive-in facility otherwise allowed in any permitted use in this district shall be allowed only with a conditional use permit;

(2) Alcoholic beverage sales;

(3) Bars/taverns (50% sales derived from alcohol);

(4) Gasoline sales: truck stops;

(5) Automotive sales, rentals, and repairs;

(6) Automotive and equipment: sales and rentals, farm and heavy equipment;

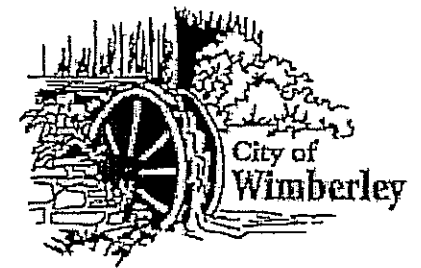
(7) Automotive and equipment: sales and rentals, light equipment;

- (8) Custom manufacturing;
- (9) Construction sales and services;
- (10) Eating establishments: fast food with drive-through order windows;
- (11) Eating establishments: drive-in;
- (12) Adult entertainment (such as sexually oriented business) use as may be provided for or restricted by other city ordinances;
- (13) Bed and breakfast lodging;
- (14) Automotive washing;
- (15) Personal storage; and
- (16) Telecommunications towers, commercial antennas, and broadcast towers, subject to all applicable city regulations.

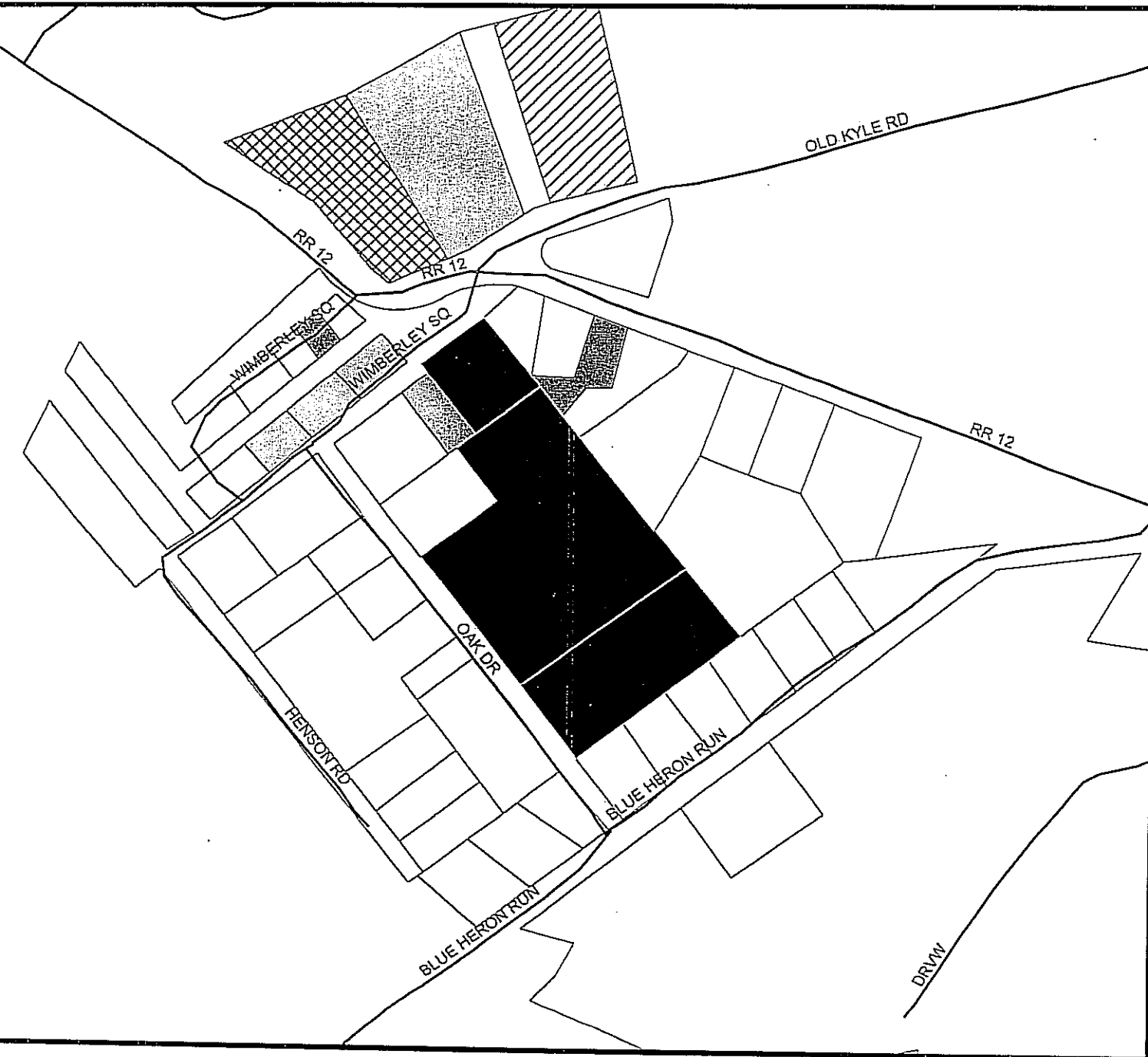
(D) *Development regulations.*

- (1) Minimum lot size: 20,000 square feet.
- (2) Maximum building height (as defined in § 155.005):
 - (a) Primary buildings: not more than 2 stories and not more than 28 feet with flat roof (see definition) or 35 feet with pitched roof;
 - (b) Accessory buildings: not more than 18 feet and not more than 1 story; and
 - (c) Decks: not more than 12 feet including a railing only or 18 feet including a roof.
- (3) For minimum setbacks, no construction, including buildings, parking areas, and driveways, except entry driveways, and no placement or display of commercial material and equipment shall be allowed in the setbacks. The minimum setbacks shall be the larger of the dimensions in § 155.078(A), Table A, or the following:
 - (a) Dominant street: 25 feet;
 - (b) Secondary street: 15 feet; and
 - (c) Interior side or rear yard: 10 feet, 20 feet when adjacent to a residential district and the building is more than 1 story.
- (4) Maximum impervious coverage: 70%. Impervious coverage shall be calculated as a percentage of the net site area and shall be the lesser of the percentage specified above in this district description or the percentage for the average lot slope in § 155.078(M), Table C.
- (5) Maximum building coverage: 60%. Building coverage shall be calculated as a percentage of the net site area.
- (6) Maximum building footprint: 20,000 square feet.
- (7) Maximum floor area: 20,000 square feet
- (E) *Parking regulations.* As required by § 155.075, off-street parking and loading requirements.
- (F) *Special requirements.*
 - (1) Open storage is prohibited in the village center (VC) overlay district.
 - (2) These districts shall be limited to properties fronting on major transportation arterials, provided the location is not incompatible with an existing residential neighborhood or property.
- (G) *Other regulations.* As established in §§ 155.075 *et seq.*, development standards.

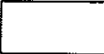
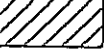
Zoning Map for ZA-08-019

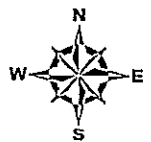


P.O. Box 2027 • Wimberley, Texas 78676



Zoning

-  Subject Property
-  Unzoned
-  Commercial 1
-  Commercial 2
-  Participant Recreation - Low Imp
-  Participant Recreation - High Imp



0 115 230 460 Feet



Hays Central Appraisal District

2008 CERTIFIED VALUES


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[FAQ](#)
[Searches](#)

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- [Owner Search](#)
- [Address Search](#)
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- [Datasheet](#)

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- [Taxpayers Rights \(Engli](#)
- [Taxpayers Rights \(Span](#)
- [Delinquent Tax Sales](#)
- [Capitalization Rate](#)
- [Forms](#)
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- [Recorded Subdivision Pl](#)
- [GIS Maps](#)
- [Employment opportunitie](#)

[Property Detail Sheet \(R18527\)](#)
[History](#)
[GIS Map](#)
[Datasheet](#)

Owner Information

Owner ID: 0561360
 Owner Name: CALKINS INTERESTS LTD
 Owner Address: 10000 MEMORIAL DR STE 650
 HOUSTON, TX 77024-3417
 Property Address: RR 12
 WIMBERLEY, TX 78676

Parcel Information

Legal Description: ABS 461 AMASA TURNER SURVEY 3.18 AC 138,520 SQ FT
 GEO#90603666
 Acreage: 3.18
 Cross Reference: 10-0461-0153-00000-8
 Undivided Interest: 100%

Exemption Codes:

Entity Codes: CWI (Village Of Wimberley)
 EWI (WIMBERLEY HAYS CO ES DIST #3)
 FWI (WIMBERLEY FIRE HAYS CO ES DIST #4)
 GHA (HAYS COUNTY)
 RSP (SPECIAL ROAD)
 SWI (WIMBERLEY ISD)

Deed Type: CVD
 Deed Book: 1310
 Deed Page: 258
 Map Page: 12784

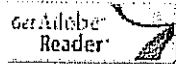
Land HS: \$0 +
 Land NHS: \$236,790 +
 Improvement HS: \$0 +
 Improvement NHS: \$262,500 +
 Ag Market: \$0
 Ag Use: \$0 +
 Timber Market: \$0
 Timber Use: \$0 +
 Assessed: \$499,290 =

Improvements

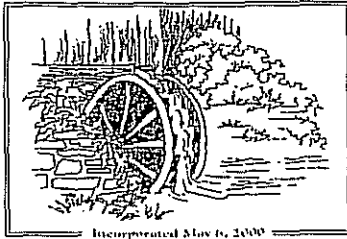
ID	Type	SPTB	Segs	Value
Imp1	R (Residential)	A1 (A1-Residential (sf, 5 Ac Or L3		\$ 58,470
Imp2	R (Residential)	A1 (A1-Residential (sf, 5 Ac Or L3		\$ 31,310
Imp3	C (Commercial)	F1 (F1-Commercial - Real Prope2		\$ 167,720
Imp4	C (Commercial)	F1 (F1-Commercial - Real Prope1		\$ 2,500
Imp5	I (Misc. Improvement)	F1 (F1-Commercial - Real Prope1		\$ 2,500

			Land		
ID	Type	SPTB	Acre		Market

<u>Land1</u>	F1 (Commercial)	F1 (F1-Commercial - Real Prope	3.18	\$ 236,790
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* Adobe Acrobat Reader 5.0 (minimum) is required to view pdf documents.
 Acrobat Reader is a free program available [here](#).



City of Wimberley

12111 Ranch Road 12 (P.O. Box 2027), Wimberley, Texas 78676

Phone: 512-847-0025 Fax: 512-847-0422

Email: village@anvilcom.com Web: www.vil.Wimberley.tx.us

Tom Haley, Mayor – Bob Flocke, Mayor Pro-tem

Council Members – Charles Roccaforte, Jeri Xiques, Terrie Bursiel, Dick Larson
Don Ferguson, City Administrator

December 12, 2008

NOTICE OF PUBLIC HEARING

Re: **File No. ZA-08-019**

320 Wimberley Square

Application for initial base zoning of High Impact Commercial (C-3)

File No. C212-08-014

An application for a Preliminary Plan and Final Plat of 3.09 acres to be known as the CCC Addition located at 320 Wimberley Square

Dear Property Owner:

You are receiving this letter because you own property within 200 feet of the above-referenced location.

Calkins Interests, LTD has requested initial base zoning of High Impact Commercial (C-3) for a property located at 320 Wimberley Square. The applicant has also submitted an application for a Preliminary Plan and Final Plat of 3.09 acres to be known as the CCC Addition located at 320 Wimberley Square.

The City of Wimberley Planning & Zoning Commission will consider these requests at public hearings on **Thursday, January 8, 2009 at 6:30 p.m** in the City of Wimberley City Hall, 12111 Ranch Road 12. Upon a recommendation from the Commission, City Council will hold Public Hearings to consider the same requests on **Thursday, January 15, 2009 at 6:30 p.m** during a regularly scheduled meeting in the City of Wimberley City Hall, 12111 Ranch Road 12.

Because the granting of these requests may affect your property, you are encouraged to participate in the zoning and subdivision processes. The public will be given an opportunity to speak during the hearings. If you wish to comment but are unable to attend, written comments may be submitted to the City Administrator prior to the meeting.

Additional information regarding the proposed zoning and subdivision cases is available for public review at City Hall during normal business hours. Should you have questions, please contact the City Administrator at 512-847-0025.

CITY OF WIMBERLEY

PROPOSED
ZONING
PUBLIC HEARING
For Information Contact
the Village of Winnetka
(512) 442-0025
Please Refer to File Number
243022517

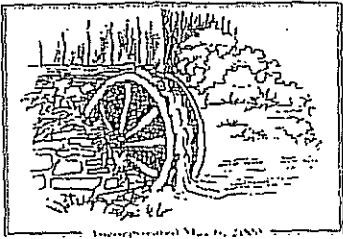


Do Not Remove

Proposed
Subdivision
PUBLIC HEARING
For Information Contact
the Village of Winnetka
(512) 442-0025
Please Refer to File Number
243022517

12/15/2008





Village of Wimberley

12111 Ranch Road 12, Ste. 114 (P.O. Box 2027), Wimberley, Texas 78676

Phone: (512) 847-0025 Fax: 512-847-0422

E-mail: village@wimberley-tx.com Web: vil.Wimberley.tx.us

NOTICE BY SIGN POSTING

Zoning File No.: ZA-08-019 Owner: Callins Interests LTD

Date: 12/15/08

TO: Code Enforcement/Public Works

Please place a Proposed Zoning Sign on the following property:

() Project Site Address 320 Wimberley Square
which is located in the Wimberley Square

Bill Bowers
Asst. Public Works

Note: The above-referenced zoning sign was placed on the subject property on

12/15/, 2008.

Bill Bowers
Signature

ORDINANCE NO. 2009-_____

AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR A 3.11 ACRE TRACT LOCATED AT 320 WIMBERLEY SQUARE, WIMBERLEY, HAYS COUNTY, TEXAS, DESIGNATING INITIAL ZONING FOR SUCH TRACT AS COMMERCIAL-HIGH IMPACT (C-3); AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

WHEREAS, the regulations established by Section 155 (Zoning), as amended, (the "Code") are specifically designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public facilities; and

WHEREAS, in the course of adopting the regulations established by the Code, the Planning and Zoning Commission and City Council gave 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 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, the City Council and Planning and Zoning Commission have carefully reviewed the requirements of the City's Code of Ordinances and have concluded that the 3.11 acres out of ABS 461 Amasa Turner Survey, in Wimberley, Hays County, Texas, commonly known as 320 Wimberley Square, is hereby designated initial zoning of Commercial-High Impact (C-3) designation and that such designation is consistent with established City policy and in the public interest; 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 January 8, 2009 and January 15, 2009, 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. AMENDMENT

Section 155 (Zoning) of the Code of Wimberley is hereby amended by adding the following language to Appendix F to read as follows, which shall be incorporated into and made part of Section 155 (Zoning), and given full weight and effect:

Appendix F: Zoning District Designations

The City Council of the City of Wimberley has divided the City into the zoning districts as follows. The applicable use, height, area and development regulations adopted by the City shall apply to each district. The following geographic boundaries of the zoning districts for the properties listed below are hereby established as follows:

The 3.11 acres out of ABS 461 Amasa Turner Survey, and more particularly described by metes and bounds in the attached Exhibit "A" incorporated by reference, in Wimberley, Hays County, Texas, commonly known as 320 Wimberley Square, is hereby designated initial zoning of Commercial-High Impact (C-3) designation.

Except as expressly amended herein, Appendix F shall remain in full force and effect.

ARTICLE II. ZONING DISTRICT MAP

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

ARTICLE III. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional 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.

IV. EFFECTIVE DATE

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

ARTICLE V. PROPER NOTICE AND MEETING

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 _____ day of _____, 2009, by _____ (Ayes) to _____ (Nays) _____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY

BY: _____
Tom Haley, Mayor

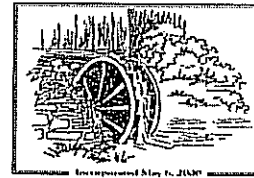
ATTEST:

Cara McPartland, City Secretary

APPROVED AS TO FORM:

Carolyn J. Crosby, Assistant City Attorney

Report for Subdivision Request C212-08-014



Summary:

The applicant has submitted a request for a Preliminary Plan and Final Plat of 3.11 acres to be known as the CCC Addition located at 320 Wimberley Square

Applicant Information:

Applicant:

Randy Burt (On Behalf of Calkins Interest Ltd.)
100 E San Antonio St
San Marcos TX 78666
Calkins Interests LTD

Property Owner:

Subject Property:

Legal Description: 3.11 acres of land out of the Amasa Turner Survey
Location: 320 Wimberley Square
Existing Use of Property: Commercial
Existing Zoning: Unzoned
Proposed Use of Property: Commercial
Proposed Zoning: High Impact Commercial (C3)
Planning Area: E, and C
Overlay District: Village Center

Surroundings:

Frontage On: Wimberley Square and Oak Dr

Area Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of Property	C1	Commercial
S of Property	Unzoned	Residential
E of Property	C2	Commercial
W of Property	Unzoned	Residential

Legal Notice

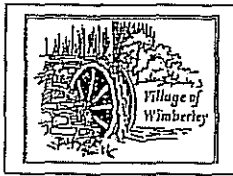
200' Letters 12/15/08
Published 12/20/08
Sign Placement 12/15/08
Responses none

Comments:

The applicant has submitted a request for a Preliminary Plan and Final Plat of 3.11 acres to be known as the CCC Addition located at 320 Wimberley Square. Specifically, the proposed plat will consist of 3 lots described as Lot 1 (1.44 Ac) Lot 2 (.75 ac) and Lot 3 (.92 ac).

A related zoning application, Case Number ZA-08-019, will also be considered at tonight's meeting.

The City Engineer has reviewed the proposed subdivision to ensure the City's subdivision regulations have been met. On January 8, 2009, the Planning and Zoning Commission voted unanimously to recommend approval of the subdivision application.



Village of Wimberley

12111 Ranch Road 12
Mailing Address: P.O. Box 2027
Wimberley, Texas 78676
(512) 847-0025 - Fax: (512) 847-0422 - E-Mail: wimberley@anvilcom.com

Subdivision Application

SUBMISSION DATE: <u>11/20/08</u>		Official Use Only	CASE NO. <u>C212-08-014</u>
SUBDIVISION: <u>CCC Addition</u>		Hays County Tax I.D. No. _____	
LOCATION/DIRECTIONS: <u>Wimberley Square</u>		Fees Paid: _____	
APPLICATION TYPE: _____	PROJECT TYPE: _____		
1= Concept Plan; 2= Preliminary; 3=Public Review Final; 4=Record Final 5=Detailed Development Plans		1=Conventional; 2=WPDD; 3=Small Lot; 4=Townhouse; 5=Rural	
PROCESS TYPE: _____	APPLICATION REC'D <u>11/20/08</u> By <u>Don</u>		
1=Conventional; 2=Amend; 3=Short Form; 4=Dedication; 5=Conveyance, 6=Replat/Vacate		(Does not constitute acceptance)	

1. OWNER(S): CALKINS INTERESTS, LTD.

MAILING ADDRESS: 420 OAK LANE CITY/STATE/ZIP: HOUSTON, TX 77024

PHONE () 512-847-2515 FAX () _____ E-MAIL _____

2. PRIMARY CONTACT (Agent) RANDY BURT FIRM: PRO-TECH ENGINEERING GROUP, INC.

MAILING ADDRESS: 100 E. SAN ANTONIO ST. CITY: SAN MARCOS STATE: TX ZIP: 78666
STE. 100

PHONE () 512-353-3335 FAX () 512-396-0224 E-MAIL randy@pro-techengr.com

3. ENGINEERING FIRM PRO-TECH ENGINEERING GROUP, CONTACT: RANDY BURT
INC.

MAILING ADDRESS: 100 E. SAN ANTONIO ST. CITY: SAN MARCOS STATE: TX ZIP: 78666
STE. 100

PHONE () 512-353-3335 FAX () 512-396-0224 E-MAIL randy@pro-techengr.com

4. SURVEYING FIRM: PRO-TECH ENGINEERING GROUP, CONTACT: RANDY BURT
INC.

MAILING ADDRESS: 100 E. SAN ANTONIO ST. CITY: SAN MARCOS STATE: TX ZIP: 78666
STE. 100

PHONE () 512-353-3335 FAX () 512-396-0224 E-MAIL randy@pro-techengr.com

5. PLAT ATTRIBUTES

NAME: CCC ADDITION LOCATION: 320 WIMBERLEY SQUARE

SUBDIVISION CLASSIFICATION: C JURISDICTION: C
C=Commercial; R=Residential (Based on Land Use & Density) C= City Limits; E=1 mile ETJ;

COMPREHENSIVE PLAN AREA: E, C CURRENT ZONING: unzoned

CITY GRID MAP NUMBERS: C3 TAX APPRAISAL NUMBERS: _____

WATERSHED(S): CYPRESS CREEK IN RECHARGE ZONE (Y) (N)

ELECTRICITY: PEC WATER SOURCE: WWS

WASTEWATER/SEWAGE DISPOSAL: SEPTIC

TELEPHONE SERVICE: VERIZON SCHOOL DISTRICT WISD

6. RELATED CASES _____ PROPOSED ZONING: _____

APPLICATION NO. _____ ZONING ORDINANCE NO. _____

SITE PLAN CASE NO. _____

7. PROPOSED LAND USE (By Summary)

Single Family	SF
Multi-Family	MF
Duplex	DUP
Public/Quasi-Public	P
Wimberley Planned Development District	WPDD
Right-of-Way	ROW
Commercial/Office	C-O
Commercial/Retail	C-R
Flood Plain	FP
Industrial	IND
Greenbelt/Trails	GRBLT

LAND USE (See Table)	NUMBER OF LOTS	NUMBER OF UNITS	ACREAGE
C-R	3		3.18
TOTALS	3		3.18
	LOTS	UNITS	ACRES

Note: The signature below of an applicant or designated agent authorizes Village of Wimberley Staff to visit and inspect the property for which this application is being submitted. Applicant further understand and agrees that no application shall be considered "filed" and no deadlines shall run against the Village of Wimberley until the Planning & Zoning Commission staff has expressly determined that the application is administratively complete.

Date: _____

Applicant's Signature: _____

Date: 11-20-08

Agent's Signature: [Signature]

ENGINEER'S/SURVEYOR'S CERTIFICATION

This is to certify that I am authorized to practice the profession of Engineering/Surveying in the State of Texas; that I prepared/reviewed the plan/plat submitted herewith; that all information shown thereon is accurate and correct to the best of my knowledge as related to the engineering/surveying portions thereof; and that said plan/plat complies with Title 25 of the Land Development Code, as amended, and all other applicable codes and ordinances.

Engineer/Surveyor's Signature

SUBMITTAL CHECKLIST

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

- ☐ Complete "Subdivision Application"
- ☐ Provide area map of property to be subdivided which includes all properties within 200 feet of any portion of Applicant's property; and which clearly indicates streets in surrounding area.
- ☐ Provide plat of the specific property to be subdivided (3 copies for review/10 for approval)
- ☐ Provide names and addresses of property owners within 200 feet of any portion of Applicant's property if replat.
- ☐ Provide a legal description of the property.
- ☐ Sign/date Submittal Verification and/or Waiver of Appearance form.
- ☐ Place stake on site with property address so property is easily identifiable.
- ☐ Approved construction plans (if required)
- ☐ Deed restrictions or covenants
- ☐ Current Tax Certificate showing that all taxes are paid
- ☐ Pay subdivision fee.
- ☐ Utility Service Acknowledgement
- ☐ Applicant agrees to attend Planning & Zoning Commission hearings scheduled for Applicant's proposed subdivision.
- ☐ Applicant agrees to attend City Council hearing scheduled for Applicant's proposed subdivision or waives his/her rights of appearance.

SUBMITTAL VERIFICATION AND/OR WAIVER OF APPEARANCE

- () My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that Village review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me, my firm, or agent, may delay the review of the Application.
- () I hereby waive my right to appear before the Village of Wimberley City Council at the public hearing to be held concerning the subdivision of my above-referenced property. I understand that my failure to appear allows the Council to consider my subdivision request; however, if questions are raised that cannot be answered, the matter will be continued.

Date: _____ APPLICANT SIGNATURE _____

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

FEE SCHEDULE

*Residential:	Fee	Additional	Comments
Concept Plan	None		Optional
Preliminary Plat	\$350	+\$25 per lot	
Public Review Final Plat	\$500	+\$10 per lot	
Record Final Plat	\$200	+\$10 per lot	
Amend Plat	\$150		Including Plat Vacation
Short Form Plat	\$250		
*Non-Residential:			
Concept Plan	None		Optional
Preliminary Plat	\$400	+\$40 per acre	
Public Review Final Plat	\$500	+\$20 per acre	
Record Final Plat	\$200	+\$10 per acre	3 sets required
Amend Plat	\$200		Including Plat Vacation
Short Form Plat	\$400		
*Property Owner Notification included in base fee.			
Mylar recording at county	\$56	\$50/page	Tax Receipt \$10/lot
Village ordinance 2007-003 allows additional costs to be passed on to owner/applicant			

ADMINISTRATIVE COMPLETENESS

No development right (if any) shall vest nor deadline run against the Village until a preliminary plan is expressly determined by the Planning Staff to be administratively complete. An application for a preliminary plan shall not be considered "filed" until the application is determined by the Planning Staff to be administratively complete.

Owner Acknowledgement:

Date: _____

Signature

§ 154.002 AUTHORITY.

These subdivision regulations, design standards, and improvement requirements for land development are adopted under the authority of the Constitution and laws of the state, including particularly Tex. Loc. Gov't Code, Chapter 212, Municipal Regulation of Subdivisions and Property Development, as heretofore or hereafter amended, and the provisions of Tex. Loc. Gov't Code, Chapter 43, Municipal Annexation, as heretofore or hereafter amended.(Ord. 2001-014, § 12000, passed 9-20-2001)

§ 154.003 PURPOSE.

(A) The subdivision of land is the first step in the process of urban development. The distribution and relationship of residential, commercial, industrial, and agricultural uses throughout the community along with the system of improvements for thoroughfares, utilities, public facilities, and community amenities determine in large measure the quality of life enjoyed by the residents of the community. Health, safety, economy, amenities, environmental sensitivity, and convenience are all factors which influence and determine a community's quality of life and character. A community's quality of life is of public interest. Consequently, the subdivision of land, as it affects the city's quality of life, is a valid function of municipal government.

(B) The regulations contained herein are designed and intended to encourage the development of a quality urban environment by establishing standards for the provision of adequate light, air, water satisfactory for human consumption, open space, storm water drainage, transportation, public utilities and facilities, and other needs necessary for ensuring the creation and continuance of a healthy, attractive, safe, and efficient community that provides for the conservation, enhancement, and protection of its human and natural resources. Through the application of these regulations, the interests of the public as well as those public and private parties, both present and future, having interest in property affected by these regulations, are protected by the granting of certain rights and privileges. By establishing a fair and rational procedure for developing land, the following requirements further the possibility that land will be developed for its most beneficial use in accordance with existing social, economic, and environmental conditions.

(C) These regulations are designed and intended to achieve the following purposes and shall be administered so as to:

- (1) Assist orderly, efficient, and coordinated development within the territorial jurisdiction;
- (2) Provide neighborhood conservation and prevent the development of slums and blight;
- (3) Harmoniously relate the development of the various tracts of land to the existing community and facilitate the future development of adjoining tracts;
- (4) Provide that the cost of improvements to minimum standards that primarily benefit the tract of land being developed be borne by the owner or developers of the tract, and that the cost of improvements to minimum standards that primarily benefit the whole community be borne by the whole community;
- (5) Provide the best possible design for each tract being subdivided;
- (6) Provide the most attractive relationship between the uses of land and buildings and the circulation of traffic throughout the city, having particular regard to the avoidance of congestion in the streets and highways, and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the proper location and width of streets and building lines;
- (7) Prevent pollution of the air, streams, and ponds; ensure adequate drainage facilities; safeguard both surface and ground water supplies; and encourage the wise use and management of natural resources throughout the city in order to preserve the integrity, stability, and beauty of the community and the value of the land;
- (8) Preserve the natural beauty and topography of the city and ensure appropriate development with regard to these natural features;
- (9) Reconcile any differences of interest among the subdivider, other property owners, and the city;
- (10) Establish adequate and accurate records of land subdivision;
- (11) Implement the Comprehensive Plan elements as adopted by ordinance;

- (12) Ensure that public or private facilities are available and will have a sufficient capacity to serve proposed subdivisions and developments within the territorial jurisdiction;
- (13) Standardize the procedure and requirements for subdividing property and submitting plats for review and approval;
- (14) Protect and provide for the public health, safety, and general welfare of the community;
- (15) Provide for adequate light, air, and water satisfactory for human consumption, and privacy; and secure safety from fire, flood, and other dangers; and prevent overcrowding of the land and undue congestion of population;
- (16) Protect the character and the social and economic stability of all parts of the community and encourage the orderly and beneficial development of all parts of the community;
- (17) Protect and conserve the value of land throughout the city and the value of buildings and improvements upon the land; and minimize the conflicts among the uses of land and buildings;
- (18) Guide public and private policy and action in providing adequate and efficient transportation system, public utilities, and other public amenities and facilities;
- (19) Encourage the development of a stable, prospering economic environment; and
- (20) Preserve and perpetuate the unique development patterns that exist in the city through minimum standards for development that are contained in Chapter 155 of this code, in the Building Code, and in this chapter. However, the Comprehensive Plan expresses policies designed to achieve an optimum quality of development in the city's area. If only the minimum standards are followed, as expressed by the various ordinances regulating land development, a standardization of development will occur. This will produce a monotonous setting. Subdivision design should be of a quality to carry out the purpose and spirit of the policies expressed in the Comprehensive Plan and in this chapter, rather than be limited to the minimum standards required herein.

(Ord. 2001-014, § 13000, passed 9-20-2001)

§ 154.004 POLICY.

(A) In order to carry out the purposes herein above stated, it is hereby declared to be the policy of the city to consider the subdivision of land and its subsequent development as subject to the control of the city, pursuant to the Comprehensive Plan, for the orderly, planned, efficient, and economical development of the city and its extraterritorial jurisdiction.

(B) This chapter shall be administered so that:

- (1) Land to be subdivided or developed shall be of such nature, shape, and location that with proper and careful design and development it can be safely used for building purposes without danger to health or risk of fire, flood, erosion, landslide, or other menace to the general welfare;
- (2) A final plat shall not be recorded until the necessary public utilities and facilities and other required improvements exist or arrangements are made for their provision;
- (3) Buildings, lots, blocks, and streets shall be arranged so as to afford adequate light, view, and air, and to facilitate fire protection, providing ample access to buildings for service and emergency equipment;
- (4) Land shall be subdivided and developed with due regard to topography and existing vegetation with the object being that the natural beauty of the land shall be preserved to the maximum extent possible;
- (5) Existing features that would add value to development or to the city as a whole, such as scenic and special features, both natural and human-made, historic sites, and similar assets shall be preserved in the design of the subdivision whenever possible; and
- (6) Existing or proposed public improvements shall conform to the intent and provisions of, and be properly related to the policies of the Comprehensive Plan and any other guidance documents adopted by the City Council. These regulations supplement and facilitate the enforcement of the provisions and standards contained in Chapter 155 of this code, the Comprehensive Plan, and the Building Code of the municipality.

(Ord. 2001-014, § 14000, passed 9-20-2001)

§ 154.005 JURISDICTION.

(A) These subdivision regulations shall apply to all subdivisions of land and all land development

activities, as they are both defined herein, and for all property identified in a deed of record, any part of which is located within the territorial jurisdiction of the city as established by law in effect at the time of adoption of this chapter or as may be amended from time to time.

(B) The territorial jurisdiction of the city shall be defined as follows:

- (1) The corporate limits of the city;
- (2) The extraterritorial jurisdiction of the city; and
- (3) Any additional area outside those named in divisions (A) and (B) above as permitted by law and which has been approved by the City

The Commission's Responsibility:

The Commission is required by law to hold a public hearing and receive public comment regarding the proposed Zoning. After considering the public input, the Commission is charged with making an advisory recommendation to the City Council regarding the request. Every application is automatically forwarded to the City Council for setting and holding a public hearing.

§155.109(A)(2) COMPREHENSIVE ZONING ORDINANCE ABSTRACT:

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.

§155.109(G) Every application or proposal which is heard by the Planning and Zoning Commission shall be automatically forwarded to the City Council for setting and holding of public hearing thereon. An application which is recommended by the Commission for approval shall be forwarded to the City Council along with the Commission's favorable recommendation. An application which is recommended by the Commission for denial shall be forwarded to the City Council along with the Commission's reasons for denial.

After a public hearing is held before the City Council regarding the zoning application, the City Council may approve the request in whole or in part, deny the request in whole or in part, table the application to a future meeting, or it may refer the application back to the Planning and Zoning Commission for further study.

List of Attachments:

Application
Maps
Plat
Tax Appraisal Description

PLAT OF CCC ADDITION CITY OF WIMBERLEY HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

That I, Bruce Cochran, Vice President of Cochran Family Management, LLC, General Partner of Cochran Interest, LLC, sole owner of the certain tract of land shown hereon and described in a deed recorded in Volume 1310, Page 220, of the Official Records of Hays County, Texas, do hereby state that there are no lien holders of the certain tract of land, and do hereby dedicate to the City of Wimberley the streets, alleys, right-of-ways, easements, and public places shown hereon for such public purposes as the City of Wimberley may deem appropriate. This subdivision is to be known as CCC ADDITION.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, A.D. 2008.

Cochran Interest, LLC
Cochran Family Management, LLC, General Partner

By: _____
Bruce Cochran, Vice President
430 Oak Lane
Houston, Texas 77021

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

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 they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, A.D. 2008.

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

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

TO CERTIFY WHICH, WITNESS by my hand and seal at Wimberley, Hays County, Texas this _____ day of _____, A.D. 2008.

Kelly Kibler
R.P.L.S. # 2218, State of Texas

I, Kelly Kibler, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone and is not intruded by a Zone A Bedrock as depicted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 483221 0335 F effective date September 2, 2003, and that each lot conforms to the Wimberley Subdivision Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at Wimberley, Hays County, Texas this _____ day of _____, A.D. 2008.

Kelly Kibler
Registered Professional Engineer, No. 41187
State of Texas

STATE OF TEXAS
CITY OF WIMBERLEY

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

Don Ferguson, City Administrator
City of Wimberley, Texas

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

Joel D. Whitman, City Engineer
City of Wimberley, Texas

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

Don Ferguson
Date

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

I, Linda Fritzsche, Clerk of the County Court of Hays County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 2008 at _____ o'clock _____ M., and duly recorded on the _____ day of _____, A.D. 2008, at _____ o'clock _____ M., in the Plat Records of Hays County, Texas, in Plat Book No. _____, Pages _____.

TO CERTIFY WHICH, WITNESS my hand and seal of the Office of County Clerk, this _____ day of _____, A.D. 2008.

Linda Fritzsche, County Clerk, Hays County, Texas

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

Wimberley Water Supply Representative
Date

STATE OF TEXAS
CITY OF WIMBERLEY

The subdivision, known as CCC ADDITION, has been approved for filing for record according to the minutes of the meeting of the Wimberley City Council on the _____ day of 2008, A.D.

ATTEST:

Tom Hoxey, Mayor
City of Wimberley, Texas

City Secretary
City of Wimberley, Texas

STATE OF TEXAS
CITY OF WIMBERLEY

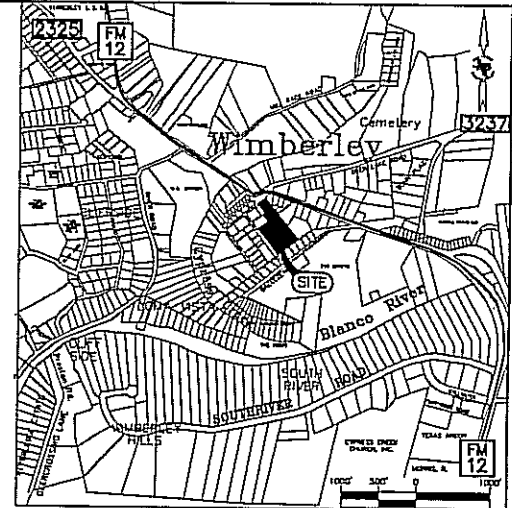
Assessed and authorized for record by the City Planning and Zoning Commission of the City of Wimberley.

P&Z Chair
City of Wimberley, Texas

Date

P&Z Secretary
City of Wimberley, Texas

Date



PLAT NOTES

- No portion of this subdivision lies within the boundaries of the Edwards Aquifer Recharge Zone.
- This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
- No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County FIRM, Panel #483221 0335 F, dated September 2, 2003.
- This subdivision contains 3 commercial lots for a total 3.18 acres.
- This subdivision lies within the Wimberley Independent School District.
- Water service for this subdivision is to be provided by Wimberley Water Supply Company.
- Wastewater treatment for Lot 1 of this subdivision is to be by private, individual sewage facilities.
- Lots 2 and 3 are restricted in any use which would require wastewater service until such time as a central wastewater collection system is available.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- Telephone service for this subdivision is provided by Verizon.
- This subdivision lies within the city limits of the City of Wimberley and is subject to its ordinances.
- No structure in this subdivision shall be occupied until connected to a state approved community water system.
- This subdivision has an average slope of less than 15%.
- Various improvements exist on these lots, which are not shown by this survey.
- Provisions of the City of Wimberley Comprehensive Plan shall also govern this subdivision.
- No object, including but not limited to, landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including drainage, shall be responsible for maintenance and upkeep of such facilities.
- Land Development Plan and all required engineering/construction plans including water and wastewater service to each lot, lot drainage, and storm water detention, if required, shall be submitted for review and approval by the City of Wimberley prior to issuance of Development Permit for each lot within this subdivision.
- The Landscape Plan requirements for this subdivision shall be addressed as part of the detailed Development Plan submitted for each individual lot. Each lot owner shall be responsible for meeting these requirements.

PLAN 5588

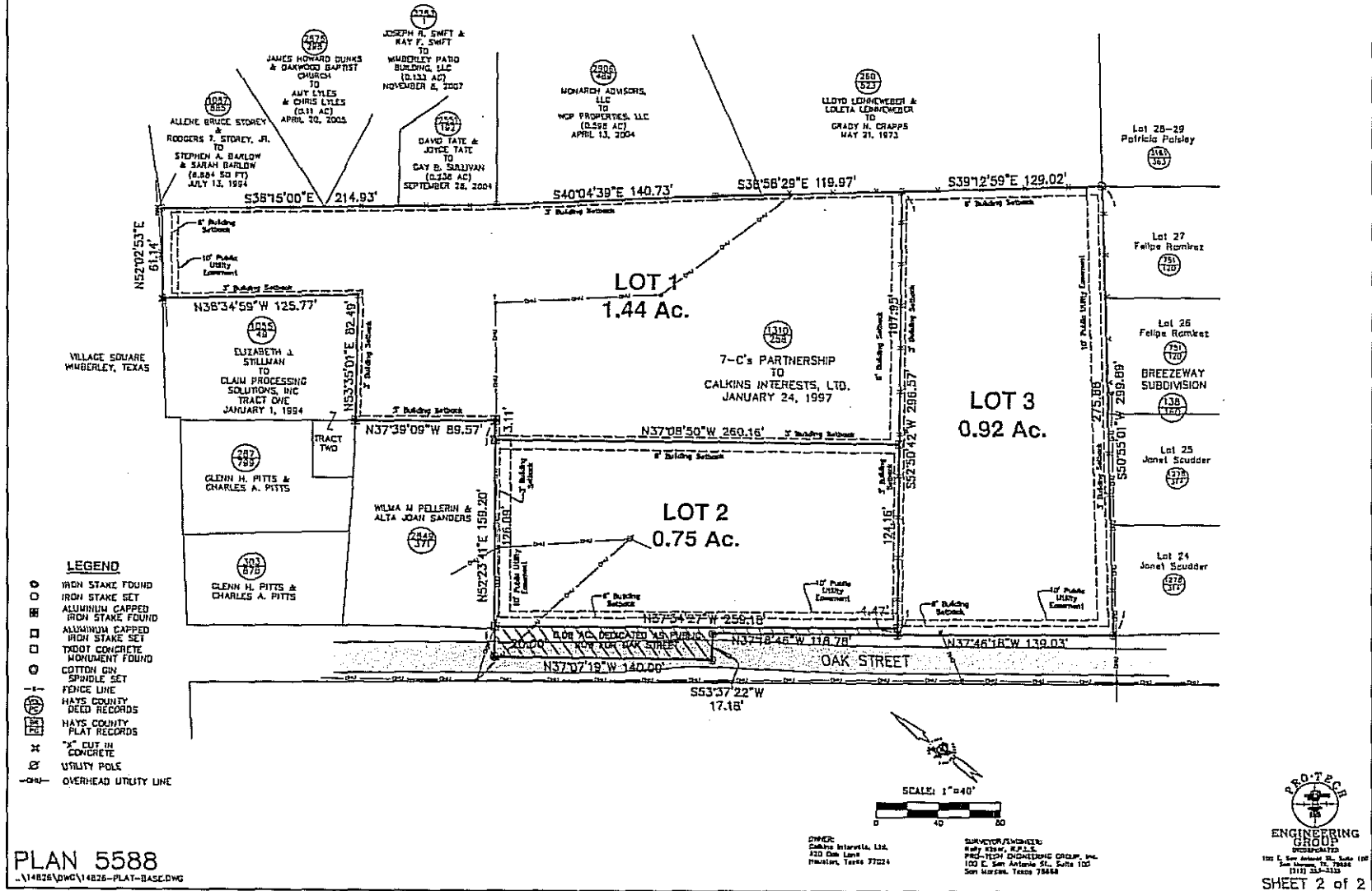
\\14826\DWG\14826-PLAT-BASE.DWG

OWNER:
Cochran Interest, LLC
430 Oak Lane
Houston, Texas 77021

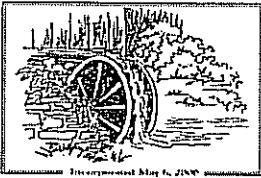
SURVEYOR/ENGINEER:
Kelly Kibler, R.P.L.S.
PRO-TECH ENGINEERING GROUP, INC.
100 E. San Antonio St., Suite 100
San Marcos, Texas 78666

PRO-TECH
ENGINEERING
GROUP
INCORPORATED
100 E. San Antonio St., Suite 100
San Marcos, TX 78666
(512) 213-3333
SHEET 1 of 2

PLAT OF
CCC ADDITION
CITY OF WIMBERLEY
HAYS COUNTY, TEXAS



City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER FIRST READING OF AN ORDINANCE CHANGING THE MEMBERSHIP QUALIFICATIONS FOR VARIOUS CITY BOARDS AND COMMISSIONS

Council Action Requested:

- ☒ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

Place Five City Council Member Dick Larson has proposed possible changes to the qualifications for membership on the following City boards and commissions:

- Transportation Advisory Board
- Water/Wastewater Advisory Board
- Parks and Recreation Advisory Board
- Building Code Board of Review
- Planning and Zoning Commission

Specifically, the proposed ordinance requires all members of the above mentioned Boards, with the exception of the Parks and Recreation Board, to reside within the City limits. The Parks and Recreation Board would be allowed to have up to two members who reside in the City's Extraterritorial Jurisdiction because the Board oversees the Blue Hole Regional Park.

In addition to changing the residency requirements, the proposed ordinance reduces the size of the Transportation, Parks and Recreation, and Water/Wastewater Boards from nine members to seven members.

As the proposed ordinance would amend the City's Zoning Code, there was a need for the Planning and Zoning Commission to make a recommendation regarding the proposed ordinance to City Council. On January 8, 2009, the Commission met and voted to recommend changing the proposed ordinance, as it relates to the Planning Commission, to allow up to two members from the ETJ provided those members own real property in the city.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTIONS 33.02 (TRANSPORTATION ADVISORY BOARD), 33.03 (WATER AND WASTEWATER ADVISORY BOARD), 33.04 (PARKS AND RECREATION BOARD), 150.01 (BUILDING CODE BOARD OF REVIEW), AND 155.107 (PLANNING AND ZONING COMMISSION), OF THE CODE OF ORDINANCES OF THE CITY OF WIMBERLEY, TEXAS, IN ORDER FOR ALL BOARDS TO HAVE THE SAME NUMBER OF APPOINTMENTS AND REVISE THE RESIDENCY REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE; PROPER NOTICE AND MEETING, SEVERABILITY AND REPEALER.

WHEREAS, the City of Wimberley ("City") is authorized to establish boards and commissions to receive public input and provide recommendations to the City Council; and,

WHEREAS, the City Council strives to consider qualified individuals who represent a broad sampling of the community when appointing members to the City's boards and commissions; and,

WHEREAS, the City Council of the City of Wimberley, Texas desires to amend the number of appointments to the boards and clarify the residency requirements for the various boards and commissions; and finds that such amendments will enhance the membership of the City's boards and commissions.

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

I. FINDINGS OF FACT

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

II. AMENDMENTS

1. THAT § 33.02(C) (TRANSPORTATION ADVISORY BOARD) of the Wimberley Code of Ordinances shall be amended in its entirety to read as follows:

"(C) *Composition of Board.* The Board shall be comprised of 7 registered voters who are residents of the city."

2. THAT § 33.03(C) (WATER AND WASTEWATER ADVISORY BOARD) of the Wimberley Code of Ordinances shall be amended in its entirety to read as follows:

"(C) *Composition of Board.* The Board shall be comprised of 7 registered voters who are residents of the city."

3. THAT § 33.04(C) **“PARKS AND RECREATION BOARD”** of the Wimberley Code of Ordinances shall be amended in its entirety to read as follows:

“(C) Composition of Board.

(1) The Board shall be an independent advisory board to the City Council, and shall be comprised exclusively of citizen volunteer members appointed by the Council.

(2) The Board shall be comprised of 7 registered voters or residents of the extraterritorial jurisdiction of the city, provided that no more than 2 members shall reside in the extraterritorial jurisdiction of the city.”

4. THAT § 150.01(C) **(BUILDING CODE BOARD OF REVIEW)** of the Wimberley Code of Ordinances shall be amended in its entirety to read as follows:

“(C) Composition of Board. The Board shall be comprised of 7 registered voters who are residents of the city.”

5. THAT § 155.107(B)(1) **(PLANNING AND ZONING COMMISSION)** of the Wimberley Code of Ordinances shall be amended in its entirety to read as follows:

“(B) Creation; membership; officers; rules and bylaws.

(1) There is created, in accordance with Tex. Loc. Gov’t Code, Chapter 211, the Planning and Zoning Commission, hereafter sometimes referred to as the “Commission,” which shall consist of 7 registered voters who are resident citizens of the city.”

THAT all current board and commission members shall continue in their current positions, unless they are otherwise removed by Council or resign; provided, however, no further appointments to replace such vacating member shall be made in excess of the numerical limitations for each board adopted in this Ordinance.

Except as provided herein, of the Code of Ordinances of the City of Wimberley shall remain in full force and effect.

III. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional 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.

IV. EFFECTIVE DATE

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

V. 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 on this _____ day of _____, 2009, by a _____ (Ayes) _____ (Nays) _____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY

By: _____
Tom Haley, Mayor

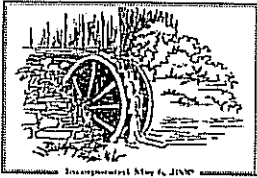
ATTEST:

Cara McPartland, City Secretary

APPROVED AS TO FORM:

Carolyn J. Crosby, Assistant City Attorney

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER A RESOLUTION
TO SUPPORT HAYS COUNTY'S GRANT APPLICATION
FOR A COUNTY WIDE DRAINAGE STUDY

Funds Required:

Funds Available:

Council Action Requested:

- ☐ Ordinance
- ☒ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

Hays County is preparing to submit a Flood Protection Planning Application to the Texas Water Development Board to fund the first phase of a planning study for selected water sheds located within the County. The proposed planning area and scope includes selected watersheds within the county that drain into the Guadalupe River including the Blanco River, Wilson Creek, Cypress Creek, Pierce Creek, Spoke Pile Creek, Smith Creek, Lone Man Creek, Sink Creek, San Marcos River, Purgatory Creek, Willow Springs Creek, Cottonwood Creek, Plum Creek and Brushy Creek. A subsequent TWDB grant application will be submitted by the County to fund Phase II of the planning study for watersheds in Hays County that drain into the Colorado River.

The proposed planning effort is expected to produce a comprehensive drainage master plan that will incorporate recent and on-going planning efforts in communities throughout the County including the City of Wimberley. The master plan and associated technical information could be very helpful to the City of Wimberley and its planning efforts.

The County is seeking support from the City for its Phase I Grant application. Attached is a resolution for consideration by the City expressing its support for the project and application.

It is important to note that while there is no funding commitment tied to the above mentioned resolution, matching funds will be needed for the grant, if awarded. The County is expected to approach the various participating communities seeking a contribution towards the required match in the near future. The contribution from Wimberley is expected to be in the neighborhood of \$5,000.

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF WIMBERLEY, TEXAS,
TO SUPPORT THE HAYS COUNTY, TEXAS
APPLICATION FOR FLOOD PROTECTION PLANNING GRANT ASSISTANCE
FILED WITH THE TEXAS WATER DEVELOPMENT BOARD.

WHEREAS, Hays County, Texas, desires to develop a Flood Protection Planning Study for many of its creeks that drain into the Guadalupe River which include areas within the City of Wimberley;

WHEREAS, The City of Wimberley, Texas, ensures that the proposed planning does not duplicate existing projects with the exception of updating existing flood protection plans;

WHEREAS, Hays County, Texas, will appropriate matching funds and in-kind services, if the grant is awarded, to assist with the financing of the Flood Protection Planning Study;

WHEREAS, Hays County, Texas, will attempt to pursue implementation of viable solutions identified through the proposed planning effort and will pursue and identify potential sources of funding for implementation of viable solutions;

WHEREAS, many of the cities of Hays County, Texas including the City of Wimberley, are currently participating in the National Flood Insurance Program making flood insurance available for all insurable structures in their respective incorporated and unincorporated areas.

THEREFORE, BE IT RESOLVED that the City Council of Wimberley, Texas authorizes support of the Hays County application to the Texas Water Development Board for flood protection planning grant assistance.

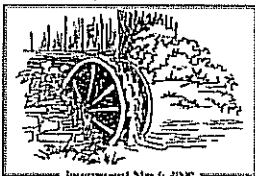
PASSED and APPROVED by the Wimberley City Council on the ____ day of January 2009.

_____, Mayor

ATTEST:

_____, City Clerk

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER RESOLUTION
ACCEPTING THE TRANSFER OF PROPERTY FROM
PEC

Council Action Requested:

- ☐ Ordinance
- ☒ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to approve the attached resolution accepting a piece of real property that currently belongs to the Pedernales Electric Cooperative (PEC). The vacant tract is a very small, less than one-sixth of an acre, triangular piece of property located at the junction of FM 2325 and Ranch Road 12. Prior to its acquisition by PEC, the property was a bank site. PEC purchased the property in 1995. At the time, PEC intended the property to hold a transmission tower that the Cooperative no longer plans to build.

Recently, City staff approached PEC to inquire about its long term plans for the site and whether there would be interest in landscaping the property. After further discussion, PEC expressed interest in transferring ownership of the property to the City for the public use of the City's choice.

In December, the PEC Board authorized the transfer of the property to the City of Wimberley with the condition that if, at any such time, the property is not used for a public purpose, ownership would revert back to the PEC.

To formalize the transfer, City Council approval of the attached resolution is necessary. PEC General Manager Juan Garza will be present at the meeting to answer questions regarding the land offer.

RESOLUTION

A RESOLUTION OF THE CITY OF WIMBERLEY, TEXAS ACCEPTING A GIFT OF REAL PROPERTY FROM PEDERNALES ELECTRIC COOPERATIVE, INC.

WHEREAS, Pedernales Electric Cooperative, Inc. ("PEC") is the owner of a certain surplus 0.158 acre tract of real property, more or less located in Hays County, and more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein (the "Property"); and,

WHEREAS, the board of directors of PEC has determined that the Property no longer serves a business use to the cooperative, and is authorized by law to donate the Property to the City subject to the condition that the Property only be used for a public purpose; and,

WHEREAS, the City Council of Wimberley Texas has expressed a desire to use the Property for public purposes, to include but not limited to, leaving the Property vacant as scenic open space; and appreciates the cooperative and generous efforts of the PEC in donating the Property.

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

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.

II. RESOLUTION

THAT the Mayor be authorized to sign and accept on behalf of the City of Wimberley, Texas, a deed from Pedernales Electric Cooperative Inc., attached as Exhibit "A" and incorporated by reference for all purposes, conveying a tract of real property described as 0.158 acre tract, more or less located in Hays County, to the City of Wimberley, without cost and subject to the terms and conditions cited in the deed.

PASSED AND APPROVED this 15th January, 2009, by a ____ (Ayes) ____ (Nays) ____ (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY

By: _____

Tom Haley, Mayor

ATTEST:

Cara McPartland, City Secretary

DEED

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, Pedernales Electric Cooperative, Inc. is the owner of a certain 0.158 acre tract of land, more or less located in Hays County and more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein (the "Property"); and,

WHEREAS, the City of Wimberley Texas has expressed a desire to make public use of the Property; and,

WHEREAS, the board of directors of Pedernales Electric Cooperative, Inc. has determined that the Property no longer serves a business use to the cooperative; and,

WHEREAS, the board of directors of Pedernales Electric Cooperative, Inc. has agreed by corporate resolution to transfer the Property to the City of Wimberley, Texas provided that the Property be used only for a public purpose;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That, Pedernales Electric Cooperative, Inc., a Texas electric cooperative headquartered in Johnson City, Blanco County, Texas, State of Texas, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY to the City of Wimberley, Hays County, Texas, hereinafter referred to as Grantee, the Property, together with all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way.

Provided, however, Grantor RESERVES FROM AND EXCEPTS TO CONVEYANCE AND WARRANTY the following:

Any and all easements, rights-of-ways, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, and other instruments that affect the Property; rights of any party or parties who are or have been in physical possession of any part of the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, vacancies, conflicts, or shortages in area or boundary lines; any obligations or restrictions imposed on the Property by any governmental authority; and any encroachments or overlapping of improvements.

It is expressly understood and agreed to by the parties that the Property shall be used solely for public purposes, and no buildings, improvements or other structures may be constructed thereon, other than facilities used by the Grantee, its successors or assigns, for public purposes (the "Condition").

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights and appurtenances belonging in any way to the Grantee and its successors and assigns, provided, however, if the Condition is violated, Grantor, its successors and assigns shall have the right to reenter and retake the Property and the improvements thereon. No act or omission on the part of Grantor, its successors or assigns, shall be a waiver of the operation or enforcement of the Condition. Subject to the reservations and exceptions from conveyance and warranty set forth hereinabove, Grantor binds itself and its successors, and assigns to warrant and forever defend all and singular the Property to Grantee and its successors, and assigns against every person lawfully claiming or to claim all or any part of the Property by, through, or under the Grantor but not otherwise.

Executed this 15th day of JANUARY, 2009.

GRANTOR:

PEDERNALES ELECTRIC COOPERATIVE, INC.

Juan Garza
General Manager

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me by Juan Garza, General Manager of Pedernales Electric Cooperative, Inc., a Texas electric cooperative, on this 15th day of January 2009.

Notary Public, State of Texas

AGREED TO AND ACCEPTED BY GRANTEE:

CITY OF WIMBERLEY, TEXAS

By: _____

Printed Name: Tom Haley
Title: Mayor

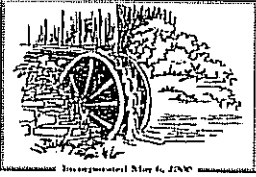
ATTEST:

Cara McPartland, City Secretary

EXHIBIT "A"

0.158 acre tract of land located in the Town of Wimberley, Texas, and being out of the Amasa Turner Survey in Hays County, Texas and being, a portion of Lot 7 of the Carl F & Adelia Scudder Addition No. 1 of record in Volume 135, Page 547 of the Deed Records of Hays County, Texas, and being the same tract of land called 0.158 acres, conveyed to First Federal Savings & Loan of San Marcos by Deed recorded in Volume 337, Page 427 of the Deed Records of Hays County, Texas.

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2008

Project/Proposal Title: CONSIDER ADOPTION OF
THE FIRST READING OF A WATER UTILIZATION AND
CONSERVATION ORDINANCE

Council Action Requested:

☒ Ordinance
☐ Resolution
☒ Motion
☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda by the Place Four City Council Member Steve Thurber to allow City Council to consider a revised version of the proposed ordinance regulating water utilization to promote water conservation in Wimberley that was previously rejected by Council last year.

Much like the original ordinance, the revised ordinance prohibits water waste, and establishes regulations relating to the watering of landscaping, athletic fields and golf courses. The ordinance places certain restrictions on irrigation system operations and vehicle car wash facilities along with requiring local builders to offer xeriscape and rainwater harvesting options to their clients.

The revised ordinance prohibits landscape watering between the hours of 10 a.m. and 6 p.m. year round and allows charity car washes, except in times of drought as defined in the ordinance.

It should be noted that the proposed ordinance does not contain a shading requirement for pools and it does not include a requirement that restaurants serve water to customers only on request.

Violators of the proposed ordinance face a graduating schedule of fines depending on the frequency of violations. The ordinance identifies a series of acceptable defenses for violation of the ordinance which include the use of gray water and water from rainwater harvesting systems. In addition, the water conservation ordinance allows for variance appeals to be considered only by City Council instead of going through the Water Wastewater Advisory Board as originally proposed.

ORDINANCE NO. 2009-_____

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS AMENDING TITLE V (PUBLIC WORKS) BY CREATING CHAPTER 51 (WATER CONSERVATION) OF THE CODE OF ORDINANCES IN ORDER TO ESTABLISH REGULATIONS TO CONSERVE WATER; PROVIDING FOR A PENALTY FOR VIOLATIONS OF THE ORDINANCE; FINDINGS OF FACT; REPEALER, SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Wimberley ("City") is located in a region of the State of Texas where precipitation is frequently limited, and measures must be taken to conserve water; and

WHEREAS, the City Council has deemed it necessary to reduce the potential effect of a water shortage on those who live, work and visit Wimberley, Texas; and

WHEREAS, the City Council believes it is necessary to minimize the potential for water shortage through the practice of water conservation and the enactment of these regulations; and

WHEREAS, the City Council of the City of Wimberley finds there is a need to adopt provisions that will significantly reduce the inefficient consumption of water, thereby extending the available water resources necessary for the domestic sanitation and fire protection of the community to the greatest extent possible; 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 and 52; and

WHEREAS, the City Council finds that the provisions of this Ordinance are the minimum requirements necessary to promote the public health, safety, morals and general welfare, and are not in conflict with any state provisions.

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. AMENDMENT

That Title V (Public Works) of the Code of Ordinances of Wimberley, is hereby amended to create Chapter 51 "Water Conservation", to read as follows:

"Chapter 51 Water Conservation.

§ 51.01. Purpose.

§ 51.02. Jurisdiction.

§ 51.03. Definitions.

§ 51.04. Activities to be Regulated.

- § 51.05. Landscape watering.
- § 51.06. Swimming pools.
- § 51.07. Vehicle Wash Fundraisers.
- § 51.08. Washing of Impervious Surface Areas.
- § 51.09. Irrigation System Operations.
- § 51.10. Minimum irrigation area and flow direction.
- § 51.11. Irrigation System Rain Sensors.
- § 51.12. Zonal Irrigation System.
- § 51.13. Irrigation Tailwater.
- § 51.14. Water Leaks.
- § 51.15. Golf Courses.
- § 51.16. Annual irrigation system analysis for athletic fields, and large properties.
- § 51.17. Commercial Dining Facilities.
- § 51.18. Ice Machines.
- § 51.19. Vehicle Wash Facilities.
- § 51.20. Condensate Collection.
- § 51.21. Xeriscape Option.
- § 51.22. Model Home Xeriscape.
- § 51.23. Rainwater Harvesting Option.
- § 51.24. Water Purveyors.
- § 51.25. Implementation of additional water use reduction measures, ("aquifer risk").
- § 51.26. Nuisance Declared.
- § 51.27. Presumption and Exception.
- § 51.28. Variance.
- § 51.29. Access to Premises.
- § 51.30. Authorization to Enforce.

§ 51.31. Administrative Action To Abate Violations.

§ 51. 32. Abatement of Nuisance or Violation.

§ 51.33. Enforcement.

§ 51.34. Defenses.

§ 51.01. Purpose.

As the City is located in a region of the State of Texas where precipitation is frequently limited, the purpose of the regulations herein are to provide the minimum restrictions on the use and conservation of water within the City limits. The provisions are designed to significantly reduce the inefficient consumption of water, thereby extending the available water resources necessary for the domestic sanitation and fire protection of the community to the greatest extent possible; and further promote the public health, safety, morals and general welfare of the citizens of Wimberley.

§ 51.02. Jurisdiction.

The provisions of this chapter shall apply within the City limits.

§ 51.03. Definitions.

Words and phrases used in this Chapter shall have the meanings set forth in this section. Words and phrases which are not defined in this Chapter but are defined in other provisions in the Code of Ordinances of Wimberley shall be given the meanings set forth in the Code. Other words and phrases shall be given their common, ordinary meaning unless the context clearly requires otherwise. Headings and captions are for reference purposes only, and shall not be used in the interpretation of this Chapter.

Air conditioning system(s). A mechanical system generally consisting of a compressor, thermostat and duct work permanently installed in a building for the purpose of controlling humidity and temperature. For the purposes of this chapter, an air conditioning system does not include window units.

Agricultural irrigation. Irrigation for the purpose of growing crops commercially for human consumption or to use as feed for livestock or poultry.

Athletic field. A sports playing field, the essential feature of which is turf grass, used primarily for organized sports for schools, professional sports, or organized league play.

Automatic irrigation controller. A device that automatically activates and deactivates an irrigation system at times selected by the operator.

Beneficial use. The amount of water that is economically necessary for a purpose not otherwise prohibited by the city, state or federal law or regulation, when reasonable intelligence and reasonable diligence is used in applying water for that purpose.

Bucket. Bucket or other container holding five gallons or less, used singly by one person.

City Administrator. The employee serving in the capacity of the City Administrator of this city, or his or her designee authorized to implement and enforce this chapter.

Commercial dining facility. A business that serves prepared food and beverages to be consumed on the premises.

Computer controlled irrigation system (CCIS). A system comprised of a computer controller (digital operating system), software, interface modules, satellite field controllers, soil sensors, weather station, or similar devices which is capable of achieving maximum efficiency and conservation in the application of water for irrigation. A CCIS, at a minimum, should be designed to (i) prevent over watering, flooding, pooling, evaporation and run-off; and, (ii) prohibit sprinkler heads from applying water at an intake rate exceeding the capability of the soil.

Cooling Tower. An open water recirculation device that uses fans or natural draft to draw or force air to contact and cool water through the evaporative process.

Day. A twenty-four (24) hour period beginning at midnight.

Drought Management Plan. A plan for management of available water resources as prescribed by the Hays Trinity Groundwater Conservation District, Wimberley Water Supply Corporation and/or other authorized water purveyors operating within the Wimberley city limits, and as may be amended from time to time.

Essential use. A use of water which is:

(1) Essential to the protection of public health, safety, or welfare, including but not limited to use for drinking, food preparation, personal hygiene, public sanitation, control or prevention of disease and firefighting; or

(2) Essential to an industrial use or agricultural or military activity which directly supports gainful employment, unless the use is specifically defined in this chapter as a discretionary use; or

(3) Essential to irrigation use; or

(4) Watering of livestock.

Evapotranspiration rate (ET Rate). The rate which the combination of evaporation from soil surface and transpiration from vegetation will occur for specific climatic conditions.

Existing landscaping plant. A landscaping plant existing after such period of time as to accomplish an establishment and maintenance of growth.

Golf Course. An irrigated and landscaped playing area made up of greens, tees, fairways and roughs and related areas used for the playing of golf.

Gray Water. Water after use in bath and utility sinks, tubs, showers and washing machines.

Hand-held hose. A hose attended by one person, fitted with a manual or automatic shutoff nozzle.

Hose-end sprinkler. A sprinkler that applies water to landscape plants that is piped through a flexible, movable hose.

Household use. The use of water, other than uses in the outdoor category, for personal needs or for household purposes, such as drinking, bathing, heating, cooking, sanitation or cleaning, whether the use occurs in a residence or in a commercial or industrial facility.

Impervious surface area. Any structure or any street, driveway, sidewalk, patio or other surface area covered with asphalt, concrete, brick, paving, tile or other material preventing water to penetrate the ground.

Industrial use. The use of water for or in connection with commercial or industrial activities, including manufacturing, bottling, brewing, food processing, scientific research and technology, recycling, production of concrete, asphalt, and cement, commercial uses of water for tourism, entertainment, and hotel or motel lodging, generation of power other than hydroelectric, and other business activities.

Irrigation system. Also referred to as an in-ground or permanent irrigation system, being a system with fixed pipes and emitters or heads that apply water to landscape plants or turf grass.

Irrigation system analysis. A zone-by-zone analysis of an irrigation system that, at a minimum, includes a review of the following elements:

- (1) design appropriateness for current landscape requirements;
- (2) irrigation spray heads and valves;
- (3) precipitation rates expressed in inches per hour; and
- (4) annual maintenance plan that includes irrigation system maintenance, landscape maintenance, and a basic summer and winter irrigation scheduling plan.

Landscape renovation. The removal and replacement of existing landscape plants with new landscape plants.

Landscape watering. The application of water to grow or maintain landscaping plants, such as flowers, ground covers, turf or grasses (other than golf courses or athletic fields), shrubs, and trees, but for purposes of this chapter does not include:

- (1) Essential use without waste of water by a commercial nursery to the extent the water is used for production rather than decorative landscaping;
- (2) Application of water without waste to a noncommercial family garden or orchard the produce of which is for household consumption only; and
- (3) Except when certain stages of a Drought Management Plan are in effect, application of water at any time on any day by means of a bucket, hand-held hose, soaker hose (but not one that sprays water in the air), or properly installed drip irrigation system

Landscaping plant. Any member of the kingdom plantae, including any tree, shrub, vine, herb, flower, succulent, groundcover or grass species that grows or has been planted out-of-doors.

Large property. A land tract owned by a general customer that equals or exceeds five acres in size and has an irrigation system.

Livestock. Cattle, sheep, goats, hogs, poultry, horses, and game, domestic, exotic and other animals and birds, including zoo animals, used for commercial or personal purposes.

Livestock use. The use of water for drinking by or washing of livestock.

Make-up Meter. A meter that measures the amount of water entering a cooling tower system.

Other outdoor use. The use of water outdoors for the maintenance, cleaning and washing of structures and mobile equipment, including automobiles and boats, or the washing of streets, driveways, sidewalks, patios and other similar areas.

Park. A tract of land maintained by a city, private organization, or individual, as a place of beauty or of public recreation.

Person. Any individual, corporation (including a government corporation), organization, state or federal governmental subdivision or agency, political subdivision of a state, interstate agency or body, business, trust, partnership, limited partnership, association, firm, company, joint stock company, joint venture, commission or any other legal entity.

Pervious surface. Any ground surface which can absorb water or other liquids.

Precipitation rate. The speed at which a sprinkler or irrigation system applies water. Precipitation rates are measured in inches per hour or inches per minute.

Prescribed hours for sprinkling. Between the hours of 6 p.m. and 10 a.m. every day, when a Drought Management Plan is not in effect, and during the hours specified therein when a Drought Management Plan is in effect.

Property address. The street address of a property, unless multiple street addresses are served by a single meter, in which case the billing address will be used.

Public facilities. Municipally-owned or operated facilities.

Rain sensor. A device designed to stop the flow of water to an automatic irrigation system when rainfall has been detected.

Recycled or Reuse Water. Domestic or municipal wastewater which has been treated to a quality suitable for a beneficial use in accordance with applicable law.

Requestor. A customer who requests a variance under this chapter.

Residential Customer. A single or multi-family dwelling unit containing two (2) or fewer family units.

Soil holding capacity. The amount of moisture in the soil that can occur without becoming saturated.

Sprinkler. An emitter that applies water to the landscape plants in a stream that travels through the air. Sprinkler irrigation can be applied by an irrigation system or hose-end sprayer or a soaker hose that sprays water in the air.

Swimming pool. Any structure, basin, chamber, or tank, including hot tubs, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point.

TCEQ. Texas Commission on Environmental Quality, and its successor agency.

TDS. Total dissolved solids.

Turf. A surface layer of earth containing mowed grass with roots.

Turf grass. Perennial ground cover plants and grasses that are adapted to regular mowing and traffic through management.

Vacuum system. A system, often consisting of a pump, chamber, and tubes, that is used to create a vacuum for any of a variety of purposes, including but not limited to medical, dental and industrial applications.

Vegetable garden. Any "non-commercial" vegetable garden planted primarily for household use; "noncommercial" includes incidental direct selling of produce from such a vegetable garden to the public.

Vehicle wash facility. A permanently-located business that washes vehicles with water or water-based product, including but not limited to self-service car washes, full-service car washes, roll-over/in-bay style car washes, and fleet maintenance wash facilities.

Vehicle wash fundraiser. Any special-purpose vehicle wash event for which a fee is charged or donation accepted.

Water. Includes, but is not limited to potable water supplied by the Wimberley Water Supply Corporation or other water purveyor, potable water withdrawn from any groundwater well, surface water from any river, creek, natural watercourse, pond, lake or reservoir, and recycled water supplied by a water purveyor.

Water Waste. Use of water without obtaining maximum beneficial use thereof. Waste shall also include, but not be limited to, causing, suffering, or permitting a flow of water used for landscape watering to run into any river, creek or other natural water course or drain, superficial or underground channel, bayou, or unto any sanitary or storm sewer, any street, road or highway or other impervious surface area, or upon the lands of another person or upon public lands. Waste shall also include, but not be limited to, any discharge of water used for commercial, industrial, municipal or domestic purposes to any storm, sanitary sewer, or septic system without the user first having obtained maximum beneficial use thereof. Waste shall also include, but not be limited to, failure to repair any controllable leak on property owned by any registered meter holder.

Water flow restrictor. An orifice or other device through which water passes at a restricted rate.

Water purveyor use. Water used for withdrawal, treatment, remediation, transmission and distribution by a potable water purveyor.

Xeriscape. A landscape consisting of a maximum of 50% turf grass, with the remaining percentage of landscape incorporating low water use plants and/or pervious hard scape. The approved low water use plant list, as may be amended from time to time, shall be available from the City of Wimberley and located at the City web site.

Zonal irrigation system. An irrigation system that segregates by station areas of shrubs, ground cover, bedding plants, and turf to accommodate a diversity of watering requirements.

§ 51.04. Activities to be Regulated.

The following activities shall be regulated in the manner set out herein. A person affected by such regulations may request a variance in the manner set out in Section 51.28. A violation of this Chapter shall be subject to the enforcement provisions set out in Section 51.33. It shall be and is hereby declared unlawful for any person to violate, refuse or fail to implement the requirements of this Chapter.

§ 51.05. Landscape watering.

It is the policy of the City to promote the efficient use of water without waste at all times on a year round basis. It is unlawful for any person to perform or permit landscape watering on any property within the city between the hours of 10 o'clock a.m. and 6 o'clock p.m. on any day except as expressly provided herein. Landscape watering is also restricted further during the times the Drought Management Plan of the Hays Trinity Ground Water Conservation District, Wimberley Water Supply Corporation and/or any other authorized public water purveyor within the city limits is in effect, and the stricter provisions shall prevail and control. Irrigating any turf grass, tree, plant, or other vegetation, or otherwise utilizing the water supply system to permit or cause water to pond, or to flow, spray or otherwise move or be discharged from the premises of any person responsible for any property within the corporate limits of the city to or upon any street, alley, gutter or ditch, or other public right-of-way, or into a storm water drainage system or facility shall be prohibited.

§ 51.06. Swimming pools.

Draining water from a swimming pool onto an impervious surface shall be prohibited.

§ 51.07. Vehicle Wash Fundraisers.

Vehicle wash fundraisers shall be allowed except when prohibited by the provisions of a Drought Management Plan. Such fundraisers shall be operated in such a manner so as to limit water waste.

§ 51.08. Washing of Impervious Surface Areas.

Washing driveways, sidewalks, parking areas, or other impervious surface areas on a commercial property with an open hose, or a spray nozzle attached to an open hose, or under regular or system pressure, except when required to eliminate conditions that threaten public health, safety or welfare, shall be prohibited. This restriction does not apply to residential customers except when such activity is prohibited by the provisions of a Drought Management Plan.

§ 51.09. Irrigation System Operations.

It shall be unlawful to operate a permanently installed irrigation system with a broken head or emitter, or with a head that is spraying more than 10 percent of the spray onto the street, parking lot, or sidewalk. This prohibition does not apply unless the head or emitter was designed to deliver more than one gallon of water per hour during normal use.

§ 51.10. Minimum irrigation area and flow direction.

- (A) Effective March 1, 2009, newly installed irrigation systems using pop-up spray or rotor technology shall not be used in landscaped areas which have both:
 - (1) dimensions less than five feet in length and/or width; and

- (2) impervious pedestrian or vehicular traffic surfaces along two (2) or more perimeters.
- (B) Where pop-up spray and rotor heads are allowed in newly installed irrigation systems, they:
 - (1) must direct flow away from any adjacent impervious surface; and
 - (2) shall not be placed within four (4) inches from an impervious surface.

§ 51.11. Irrigation System Rain Sensors.

Effective March 1, 2009, rain sensors shall be installed and maintained on all irrigation systems equipped with automatic irrigation controllers on irrigation systems installed after March 1, 2009.

§ 51.12. Zonal Irrigation System.

In-ground irrigation systems installed on and after March 1, 2009, shall be zonal irrigation systems.

§ 51.13. Irrigation Tailwater.

The escape of irrigation tailwater, as that term is commonly used in the agricultural community, shall be prohibited. In addition, water loss through percolation in transmission canals shall be prohibited.

§ 51.14. Water Leaks.

Failing to repair a controllable leak, including a broken sprinkler head, a leaking valve, or a leaking faucet shall be unlawful.

§ 51.15. Golf Courses.

No golf courses located within the city limits shall be allowed to irrigate the greens, tees, roughs or fairways with potable water. Use of potable water for landscape irrigation in and around the club house will be permitted but must conform to all other requirements for landscape irrigation.

§ 51.16. Annual irrigation system analysis for athletic fields, and large properties.

- (A) An annual irrigation system analysis demonstrating no water waste shall be required for all athletic fields and large properties shall be submitted in writing to the City of Wimberley on or before May 1st of each year, beginning on May 1, 2009; and
- (B) Municipal tenants and lessees of sports and athletic playing fields, and any other municipally owned properties, shall be responsible for compliance with this section. The City shall look directly to such tenants and lessees for compliance unless the municipality concedes by contractual agreement with the tenant/ lessee to assume the tenant / lessee's responsibility for compliance.

§ 51.17. Commercial Dining Facilities.

Effective March 1, 2009, commercial dining facilities shall:

- (a) Utilize positive shut-offs for hand-held dish-rinsing wands.
- (b) Utilize water flow restrictors for all garbage disposals.
- (c) Not operate a misting system in unoccupied areas.

§ 51.18. Ice Machines.

Effective March 1, 2009, newly installed ice machines shall not be single pass water-cooled.

§ 51.19. Vehicle Wash Facilities.

- (A) Vehicle wash facilities, commencing operation on or after March 1, 2009, using conveyORIZED, touchless, and / or rollover in-bay technology shall reuse a minimum of fifty percent (50%) of water from previous vehicle rinses in subsequent washes.
- (B) Vehicle wash facilities, commencing operation on or after March 1, 2009, using reverse osmosis to produce water rinse with a lower mineral content, shall incorporate the unused concentrate in subsequent vehicle washes.
- (C) Regardless of date of operation commencement, from and after March 1, 2009, self-service spray wands used shall emit no more than three gallons of water per minute.

§ 51.20. Condensate Collection.

- (A) Newly constructed commercial buildings installing air conditioning systems on and after March 1, 2009, shall have a single and independent condensate wastewater line to collect condensate wastewater to provide for future utilization as (i) process water and cooling tower make-up and/or (ii) landscape irrigation water.
- (B) Condensate wastewater shall not be allowed to drain into a storm sewer, roof drain overflow piping system public way or impervious surface.

§ 51.21. Xeriscape Option.

Effective March 1, 2009, homebuilders and/or developers subdividing lots and/or constructing new single family residential homes shall offer a xeriscape option in any series of landscaping options offered to prospective home buyers.

§ 51.22. Model Home Xeriscape.

Effective March 1, 2009, homebuilders and/or developers who construct one or more model homes for a designated subdivision shall have at least one (1) model home per subdivision landscaped according to a xeriscape design.

§ 51.23. Rainwater Harvesting Option.

Effective March 1, 2009, homebuilders and/or developers subdividing lots and/or constructing new single family residential homes shall offer a rainwater harvesting option in any series of design options offered to prospective home buyers.

§ 51.24. Water Purveyors.

Water purveyors operating within the city limits shall be required to implement programs, such as leak detection surveys and repair programs and stabilizing and equalizing system pressure to limit water waste.

§ 51.25. Implementation of additional water use reduction measures, ("aquifer risk").

- (A) Implementation of additional water use reduction measures may occur based on consideration of aquifer water quality or on other aquifer, seasonal or weather conditions.
- (B) Whenever the aquifer quality measures thirty percent (30%) TDS above the historical average and above the maximum TDS value for any public supply water well, the City Council, may declare additional measures to protect the aquifer as necessary.
- (C) Regardless of consideration of aquifer quality, in consultation with the Hays Trinity Groundwater Conservation District, Wimberley Water Supply Corporation and/or other authorized water purveyor determine that other aquifer, seasonal, or weather conditions warrant, the City Council may also impose additional restrictions for all water uses.

§ 51.26. Nuisance Declared.

The violation of any part of this chapter is deemed a nuisance which may be abated and enjoined by the city. Any person creating a public nuisance shall be subject to the provisions of the Code of Ordinances of the City of Wimberley and other applicable law governing such nuisances, including reimbursing the City for any costs incurred in removing, abating or remedying such nuisance. The owner of any property where such nuisance has occurred shall be liable to the City for the cost of such abatement, removal or remediation, and shall pay such cost on demand, and the City acting for itself shall have the right to file a lien on the property to secure payment of the cost of such abatement, removal or remediation of the nuisance.

§ 51.27. Presumption and Exception.

For purposes of this chapter, it shall be presumed that the person in whose name a water meter connection is registered with the water purveyor servicing the property, is the responsible party who has made, caused, allowed or permitted a violation of the provisions of this chapter. Proof that the particular premises had a water meter connection registered in the name of the defendant cited in a criminal or civil complaint filed pursuant to this chapter shall constitute a *prima facie* presumption that the defendant is a person who made, caused, allowed or permitted a violation pursuant to the provisions of this chapter.

§ 51.28. Variance.

- (A) Owners of newly seeded or sodded turf grass and landscaping and new residential and commercial developments may receive a landscape watering permit upon application and approval by the City Administrator allowing for daily watering of the same until the turf grass and landscaping are established, which shall not exceed thirty days.

- (B) A person who is affected by these provisions may seek a variance in the manner set out herein. A person shall request a variance within thirty (30) days of the date a provision becomes apparently applicable to that person's activities and/or properties. For example, a person will have standing to seek a variance within thirty (30) days following receipt of a formal (citation) or informal notice of violation; prior to a notice of violation; or at the discretion of the City Administrator or his designee when, in the City Administrator's judgment, to deny standing to pursue a variance would clearly deny the applicant an opportunity to have justice and equity done for the applicant's case.
- (C) Time, date, place. A person seeking a variance under these provisions shall make such request in writing to the City Administrator. Such request shall be reviewed by the City Administrator. If the application, on its face, warrants a variance, the City Administrator may grant the request without hearing. Otherwise, the City Administrator shall review such request within thirty (30) days of receipt and shall inform the requestor in writing of the time, date and place for variance hearing if necessary.
- (D) Representation and notice of City's response; First Hearing. The requestor may be represented by a duly authorized representative and may introduce such evidence as the requestor believes to be relevant. The City Administrator shall hear the request. The requestor shall receive written notification by the City Administrator within thirty (30) days of the date of the hearing whether such variance is granted or denied.
- (E) Appeal. In the event the variance is granted, the decision of the City Administrator shall be final. Should the variance be denied, however, the requestor shall have ten (10) days from receipt of the denial of the variance to seek an appeal in writing. Within thirty (30) days of the written request for an appeal from the denial of a variance, the City Council shall hear the appeal. The requestor shall be informed in writing of the time, date and place where such appeal shall be heard. The requestor and/or his authorized representatives may present evidence to the City Council about why such appeal should be granted. The City Council shall make a determination and inform the requestor within ten (10) days of the date of the hearing of the appeal whether the appeal has been granted or denied. The determination of the City Council shall be final and shall be in writing.
- (F) Variance Qualifications. Variances to the regulated activities in this chapter may be issued by the City Administrator provided that the general intent of the provisions of this chapter have been met, and strict compliance with this chapter is proven to be impracticable to accomplish and to cause unnecessary hardship. The criteria to determine hardship shall include, but not be limited to, a showing of level of capital outlay and technical complexity in relation to conservation benefit to be derived, and time and effort required to accomplish compliance with this chapter.
- (G) Variance Criteria. The City Administrator shall also develop specific criteria to be used for the granting of variances from the provisions of this chapter which are appropriate to the provision for which a variance is being sought. Such criteria shall be applied equally to each request for variance under a particular provision. A requestor shall be furnished with the criteria to be utilized by the City Administrator prior to his/her variance application and/or appeal being heard.

§ 51.29. Access to Premises.

Authorized persons or agents employed by the City, at all reasonable hours, have free access to properties to ascertain if water is being wasted and whether provisions of this chapter have been and are being complied with in all aspects, however, this section does not authorize entry into a residence without consent of the owner or occupant. The City and its employees shall make every effort to contact the property owner or authorized occupant prior to entering the premises.

§ 51.30. Authorization to Enforce.

The City Administrator is authorized and directed to commence any action, in law or in equity, including the filing of criminal charges deemed necessary for the purpose of enforcing this chapter. The City Administrator may seek civil penalties or impose surcharges as may be allowed by statute and this ordinance and any other legal or equitable relief available under common law or this ordinance, under Chapter 54 of the Texas Local Government Code as it may be amended to address the subject matter of this chapter, or any other applicable city, state or federal code, ordinance, statute, rule or regulation.

§ 51.31 Administrative Action To Abate Violations.

- (A) The City Administrator may proceed administratively to remove an alleged violation of this Chapter by giving notice to the owner of the property where the alleged violation occurred, in accordance with the following procedures:
 - (1) The notice shall inform the property owner of the alleged violation and state that the owner has seven (7) days from receipt of the notice to comply with this Chapter, and if such action is not taken, the City Administrator may, but is not obligated to:
 - (a) authorize that the necessary work be done or improvements made;
 - (b) pay for the expenses incurred in having the work done or improvements made; and
 - (c) charge the expenses to the property owner.
 - (2) Notice must be given personally to the property owner in writing or by certified mail return receipt requested addressed to the owner at the owner's address as recorded in the records of the Hays County Central Appraisal District.
 - (3) If notice by personal service cannot be obtained, the City Administrator may give notice by:
 - (a) publication of the notice, at least once, in a newspaper of general circulation, as defined by Subchapter C, Chapter 2051, Texas Government Code;
 - (b) posting the notice on or near the front door of each building on the property to which the violation relates; or
 - (c) posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.

- (4) If notice by letter is mailed to the owner and the U.S. Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected and the notice is considered as delivered.
- (B) If the City incurs expenses for the work done or improvements made, the Council may assess the expenses and create a lien, including possible foreclosure, against the property as follows and in the manner provided by law:
 - (1) The City Administrator shall send a statement of expenses to the owner, requesting that payment be made to the City Secretary within twenty (20) days after receipt of the statement. The expenses to be charged to the owner of the property shall include:
 - (a) the amount paid by the City for the work done or improvements made;
 - (b) the costs of inspection;
 - (c) the costs of providing notice;
 - (d) the costs of identifying and notifying the owner of the property; and
 - (e) any incidental expenses.
 - (2) If the violator does not pay the expenses within twenty (20) days of receipt of the statement, the City Secretary shall file a statement of expenses with the Hays County Clerk, including the owner's name, if known, and the legal description of the property. A lien attaches upon the filing of the expense statement with the Hays County Clerk.
 - (3) The lien is security for the expenses incurred by the City and interest accruing at the rate of ten (10) percent per year on the amount due from the date of payment by the City.
 - (4) The lien is inferior only to tax liens and liens for street improvements.
 - (5) The Council may bring a suit for foreclosure in the name of the City to recover the expenses and interest due.
 - (6) The Council may foreclose the lien in a proceeding brought under the Tax Code, Chapter 33, Subchapter E.
 - (7) The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the City in doing the work or making the improvements.
- (C) The City, in the notice of violation, may inform the owner by regular mail and a posting on the property that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the City without further notice may correct the violation at the owner's expense and assess the expense against the property. If a violation covered by a notice occurs within the one-year period, and the City has not been informed in writing by the owner of an ownership change, then the City without notice may take any action permitted by this Section.

§ 51. 32 Abatement of Nuisance or Violation.

- (A) The City Administrator may, without notice, abate the waste of water or other violation of this chapter on any lot parcel, or tract of land, or part thereof, within the City in accordance with the procedures in this Section.
- (B) If the City pays the cost of abating the nuisance or violation, the Council shall assess the expenses and, if necessary, create a lien against the lot or parcel of land, including foreclosure on the property, in the same manner and subject to the same conditions as that described in Section 51.31 of this Chapter.
- (C) Not later than the tenth (10th) day after the date the Council or its designee has abated the nuisance or violation, the City Secretary shall give written notice to the owner of the lot or parcel of land in the manner required by Section 51.31 this Chapter. The notice shall contain:
 - (1) an identification, which is not required to be a legal description, of the property;
 - (2) a description of the violations that occurred on the property;
 - (3) a statement that the City has abated the nuisance or violation; and
 - (4) an explanation of the property owner's right to request an administrative hearing regarding the abatement.
- (D) If, not later than the thirtieth (30th) day after the date of the abatement of the nuisance or violation, the property owner files with the City Administrator a written request for an administrative hearing, the Council shall hold and conduct the hearing.
 - (1) The hearing shall be held no later than the twentieth (20th) day after the filing of the written request for a hearing.
 - (2) At the administrative hearing:
 - (a) parties are not required to follow formal rules of evidence;
 - (b) the owner may testify or present any witnesses or written information relating to the abatement of the nuisance or violation; and
 - (c) the City may call the City Administrator or other individuals deemed appropriate to testify.

§ 51.33. Enforcement.

- (A) Violations. It shall be a violation of this chapter for any person in the corporate limits of the city that receives water service from a water purveyor authorized to supply water within the city limits, to intentionally, knowingly, recklessly or criminally negligently to allow or cause water waste, to allow landscape watering outside the prescribed hours for sprinkling, or to allow or cause any violation of any provision of this chapter.
- (B) Penalties; surcharges.

(1) *Criminal.* Any person violating any provision of this chapter shall be guilty of a misdemeanor, and upon citation and conviction, shall be punished by a fine not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for the first offense; a fine not less than two hundred dollars (\$200.00) and not more than five hundred dollars (\$500.00) for the second offense; a fine of not less than four hundred dollars (\$400.00) and not more than five hundred dollars (\$500.00) for the third and additional offenses. If the court determines the offense relates to public health or sanitation, the maximum fine is \$2,000.00, regardless of the number of offenses. Each violation of a particular section of this chapter shall constitute a separate offense, and each day an offense continues shall be considered a new violation for purposes of enforcing this chapter. All fines collected under this section shall be remitted to the City of Wimberley and used by the City for the furtherance of water conservation programs and to help defray the cost of enforcement of this chapter.

(2) *Civil.* Civil penalties, imposed by courts of competent jurisdiction in civil actions for violations of this chapter, may also be assessed as may be allowed by applicable state law in any amount to be authorized by the State of Texas. Under Chapter 54 of the Texas Local Government Code, the City Council may direct the City Attorney to pursue civil enforcement for injunctive relief and the imposition of up to \$1,000.00 per day civil penalties appropriately imposed by the Court. This statutory remedy is in addition to the City's common law right to bring civil actions for injunctive relief to stop harmful acts, independent of authority found in the Texas Local Government Code.

§ 51.34. Defenses.

- (A) It shall be a defense to prosecution or imposition of fines that landscape watering was performed on any plant or seed planted in or transplanted to an area within such period of time as to accomplish a reasonable establishment and maintenance of growth, generally three weeks.
- (B) It shall be a defense to prosecution or imposition of fines that landscape watering was performed by a commercial enterprise in the business of growing or maintaining plants for sale, such as plant nurseries; provided, however, that such landscape watering shall be performed solely for the establishment, growth, and maintenance of such plants and not wasted.
- (C) It shall be a defense to prosecution or imposition of fines that landscape watering was performed by a residential or commercial water customer utilizing water from an on-site rain water harvesting system.
- (D) Use of gray water, treated wastewater or reuse water is a defense to prosecution.

Except as expressly amended herein, the Wimberley Code of Ordinances shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE

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

SECTION 4. NO VESTED INTEREST

No person shall acquire any vested interest in this Ordinance or any specific regulations contained herein. This Ordinance and any regulation enacted hereby may be amended or repealed by the City Council in the manner provided by law.

SECTION 5. 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.

SECTION 6. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

FIRST READING PASSED AND APPROVED this _____ day of _____, 2009, by a _____ to _____ vote of the City Council of Wimberley, Texas.

SECOND READING PASSED AND APPROVED this _____ day of _____, 2009, by a _____ to _____ vote of the City Council of Wimberley, Texas.

WIMBERLEY, TEXAS

By: _____
Tom Haley
Mayor

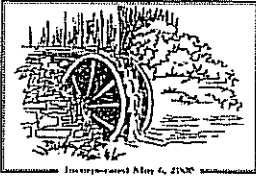
ATTEST:

Cara McPartland, City Secretary

APPROVED AS TO FORM:

Carolyn J. Crosby, Assistant City Attorney

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER DESIGNATING THE CITY ADMINISTRATOR AS THE CITY'S EMERGENCY MANAGEMENT COORDINATOR AND POINT OF CONTACT FOR HAYS COUNTY EMERGENCY MANAGEMENT DIVISION

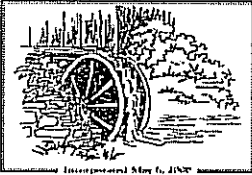
Council Action Requested:

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

The City of Wimberley is required to designate an Emergency Management Coordinator to serve as the point of contact for the Hays County Emergency Management Division. This item was placed on the agenda to allow City Council to consider designating the City Administrator as that point of contact.

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER APPROVAL OF
THE LOGO FOR THE BLUE HOLE TENNIS CENTER

Council Action Requested:

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider approving the logo for the soon to be built Tennis Center at the Blue Hole Regional Park. The logo was produced by the Wimberley Tennis Association and incorporates the well recognized "blue dot" associated with Blue Hole into its design.

The Tennis Association plans to utilize the logo in signage at the Tennis Center and in fund raising efforts for the project.

City staff recommends approval of the logo.

WIMBERLEY TENNIS CENTER

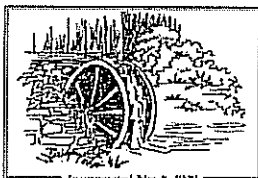


Blue

Hole

WIMBERLEY COMMUNITY TENNIS ASSOCIATION

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER A NEW LEASE AGREEMENT FOR CITY HALL SPACE AND STORAGE SPACE FOR THE CITY OF WIMBERLEY

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☐ Resolution

☒ Motion

☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to consider approval of a new commercial lease agreement for the existing City Hall space in the Plaza Del Sol Center along with the City's storage space located behind the Center. The proposed agreement calls for a five (5) percent increase in the City's monthly lease payment. The new agreement is retroactive to November 1, 2008 and replaces the City's 2008 Lease Agreement. The term of the new agreement is for 12 months ending October 31, 2009.



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- ☐ Exhibit _____
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- ☐ Commercial Lease Addendum for Extension Option
- ☐ Commercial Lease Addendum for Percentage Rent
- ☐ Commercial Lease Parking Addendum
- ☐ Commercial Landlord's Rules and Regulations
- ☐ Commercial Lease Guaranty
- ☐ Commercial Lease Right of First Refusal Addendum
- ☐ Commercial Lease Addendum for Optional Space
- ☐ Commercial Leasehold Construction Addendum
- ☐ _____
- ☐ _____

(TAR-2101) 6-7-02 Initialed for Identification by Tenants: _____, _____, and Landlord: _____, _____

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Kendall Campbell Realtors 7403 Guadalupe Street, Austin TX 78752

Phone: 5124582800

Fax:

Kendall Campbell Realtors

Village of Wim

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Tenant: Village of Wimberley
12111 Ranch Rd. 12, Suite 112-115, Wimberley, TX 78676; and
Landlord: Todd Routh; and
P.O. Box 204391, Austin, TX 78720-4391.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☒ (1) Multiple-Tenant Property: Suite or Unit Number 112-115 containing approximately 4,000 square feet of rentable area in Plaza Del Sol (building name) at 12111 RR 12, Space 112-115 (address) in Wimberley (city), Hays (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

☐ (2) Single-Tenant Property: The real property at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:

A. Term: The term of this lease is 12 months and 0 days, commencing on: November 1, 2008 (Commencement Date) and ending on October 31, 2009 (Expiration Date).

- B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.
- C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit 3,868.00 or as follows:

from <u>November 1, 2008</u>	to <u>October 31, 2009</u>	:	\$ <u>3,868.00</u>	;
from _____	to _____	:	\$ _____	;
from _____	to _____	:	\$ _____	;
from _____	to _____	:	\$ _____	;
from _____	to _____	:	\$ _____	;

- B. First Full Month's Rent: The first full base monthly rent is due on or before November 1, 2008

- C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- D. Additional Rent: In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- ☐ (1) Commercial Expense Reimbursement Addendum
☐ (2) Commercial Percentage Rent Addendum
☐ (3) Commercial Parking Addendum
☐ (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Todd Routh

Address: Todd Routh C/O Wells Fargo Bank, P.O. Box 260173, Dallas, TX
75326-0173

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 25.00 (not to exceed \$25) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ _____ to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. After Tenant surrenders the leased premises to Landlord and provides Landlord written notice of Tenant's forwarding address, Landlord will, not later than the time required by §93.005, Texas Property Code, refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease. The parties agree that Landlord acts in good faith if Landlord accounts for the security deposit within the time stated.

6. **TAXES**: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

- A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>NA</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	☐	☐	☒
(2) Sewer	☐	☐	☒
(3) Electric	☐	☐	☒
(4) Gas	☐	☐	☒
(5) Telephone	☐	☐	☒
(6) Trash	☐	☐	☒
(7) Cable	☐	☐	☒
(8) _____	☐	☐	☒
(9) All other utilities	☐	☐	☒

- B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.
- C. Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
- D. After-Hours HVAC Charges: "HVAC services" means the utility expenses to heat and cool the leased premises. *(Check one box only.)*
- ☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.
- ☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- ☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) public liability insurance in an amount not less than \$1,000,000.00 on an occurrence basis naming Landlord as an additional insured; and
 - (2) personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of the insurance certificates evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the change, provide Landlord a copy of an insurance certificate evidencing the change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
 - (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will, at Landlord's expense, maintain in full force and effect insurance for fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property and public liability insurance in an amount that Landlord determines reasonable and appropriate.

- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8D will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Office Space
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): Any

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the Property type.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as provided by Paragraph 15B, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises. The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	NA	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	☐	☒	☐
(2) Glass and windows	☐	☐	☒
(3) Fire protection equipment and fire sprinkler systems	☐	☐	☒
(4) Exterior & overhead doors, including closure devices, molding locks, and hardware	☐	☐	☒
(5) Grounds maintenance, including landscaping and ground sprinklers	☐	☒	☐
(6) Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☐	☒
(7) Parking areas and walks	☐	☒	☐
(8) Plumbing systems, drainage systems, electrical systems, ballast and lamp replacement, and mechanical systems, except those specifically designated otherwise	☐	☐	☒
(9) Heating Ventilation and Air Conditioning (HVAC) systems	☐	☐	☒
(10) Signs and lighting:			
(a) Pylon	☐	☐	☒
(b) Facia	☐	☐	☒
(c) Monument	☐	☐	☒
(d) Door/Suite	☐	☐	☒
(11) Extermination and pest control, excluding wood-destroying insects	☐	☐	☒
(12) Storage yards and storage buildings	☐	☐	☒
(13) Wood-destroying insect treatment and repairs	☐	☐	☒
(14) Cranes and related systems	☐	☐	☒
(15) <u>N/A</u>	☒	☐	☐
(16) <u>N/A</u>	☒	☐	☐
(17) All other items and systems.	☐	☐	☒

- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(9), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and charge Tenant the expense of such a maintenance and service contract or exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter, improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
- 17. LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, quests, or invitees for any damages, injuries, or losses to person or property caused by:
- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's quest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
 - B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.
19. **INDEMNITY:** Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, quests, or invitees.
20. **DEFAULT;**
- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
 - B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
 - C. If Tenant is in default, Landlord may: (i) terminate Tenant's right to occupy the leased premises by providing Tenant with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.
21. **ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. **HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 2 times the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.
23. **LANDLORD'S LIEN AND SECURITY INTEREST.** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.
24. **ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.
25. **RELOCATION:**
- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.
26. **SUBORDINATION:**
- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. **ESTOPPEL CERTIFICATES:** Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies:
- A. any breach of the lease;
 - B. the then current rent payment and rent schedule;
 - C. the date the next rent payment is due;
 - D. any advance rent payments;
 - E. the amount of the security deposit;
 - F. any claims for any offsets;
 - G. the then current term of the lease;
 - H. any renewal options;
 - I. Tenant's possession and acceptance of the leased premises and improvements;
 - J. any ownership interest by Tenant; and
 - K. any other information reasonably requested in the certificate.
28. **CASUALTY LOSS:**
- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
 - B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
 - C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
 - D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
 - E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.
29. **CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.
30. **ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS: Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____

32. BROKERS:

A. The brokers to this lease are:

<u>N/A</u>		<u>N/A</u>	
Cooperating Broker	License No.	Principal Broker	License No.
Address		Address	
Phone	Fax	Phone	Fax
E-mail		E-mail	
Cooperating Broker represents Tenant.		Principal Broker: <i>(Check only one box)</i> ☐ represents Landlord only. ☐ represents Tenant only. ☐ is an intermediary between Landlord and Tenant.	

B. Fees:

- ☐ (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
- ☐ (a) a separate written commission agreement between Principal Broker and:
☐ Landlord ☐ Tenant.
- ☐ (b) the attached Addendum for Broker's Fee.
- ☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
- ☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
- ☐ (b) the attached Addendum for Broker's Fee.

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

12111 RR 12, Space 112-115
Commercial Lease concerning: Wimberley, TX 78676

34. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the leased premises,

and a copy to: Village of Wimberley

Address: 12111 RR 12, Space 112-115, Wimberley, TX 78676

Phone: (512) 847-0025

Fax: _____

Landlord at: Todd Routh

Address: P.O. Box 204391, Austin, TX 78720-4391

Phone: (512) 452-8633

Fax: (512) 452-2622

and a copy to: _____

Address: _____

Phone: _____

Fax: _____

35. **SPECIAL PROVISIONS:**

36. **AGREEMENT OF PARTIES:**

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

(TAR-2101) 6-7-02 Initialed for Identification by Tenants: _____, _____, and Landlord: _____, _____

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- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Village of Wimberley
Tenant
By _____ Date _____
Printed Name Tom Haley
Title Mayor

Todd Routh
Landlord
By _____ Date _____
Printed Name Todd Routh
Title Managing Partner

Tenant
By _____ Date _____
Printed Name _____
Title _____

Landlord
By _____ Date _____
Printed Name _____
Title _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE

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ADDENDA & EXHIBITS (check all that apply)

- ☐ Exhibit _____
- ☐ Exhibit _____
- ☐ Commercial Lease Addendum for Broker's Fee
- ☐ Commercial Lease Expense Reimbursement Addendum
- ☐ Commercial Lease Addendum for Extension Option
- ☐ Commercial Lease Addendum for Percentage Rent
- ☐ Commercial Lease Parking Addendum
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- ☐ Commercial Lease Addendum for Optional Space
- ☐ Commercial Leasehold Construction Addendum
- ☐ _____
- ☐ _____

(TAR-2101) 6-7-02 Initialed for Identification by Tenants: _____, _____, and Landlord: _____, _____

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Kendall Campbell Realtors 7403 Guadalupe Street, Austin TX 78752
Phone: 5124582800

Fax:

Kendall Campbell Realtors

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Village of Wim



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Tenant: Village of Wimberley
12111 RR 12, Space B-204, Wimberley, TX 78676 ; and
Landlord: Todd Routh ; and
P.O. Box 204391, Austin, TX 78720-4391 .

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☒ (1) Multiple-Tenant Property: Suite or Unit Number B-204 containing approximately 960 square feet of rentable area in Plaza Del Sol (building name) at 12111 RR 12, Space B-204 (address) in Wimberley (city), Hays (county), Texas, which is legally described on attached Exhibit _____ or as follows:

_____ .

☐ (2) Single-Tenant Property: The real property at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

_____ .

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:

A. Term: The term of this lease is _____ months and _____ days, commencing on:
November 1, 2008 (Commencement Date) and ending on
Month to Month (Expiration Date).

- B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.
- C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit 525.00 or as follows:

from <u>Month</u>	to <u>Month</u>	:	\$ <u>525.00</u> ;
from _____	to _____	:	\$ _____ ;
from _____	to _____	:	\$ _____ ;
from _____	to _____	:	\$ _____ ;
from _____	to _____	:	\$ _____ .

- B. First Full Month's Rent: The first full base monthly rent is due on or before November 1, 2008

- C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- D. Additional Rent: In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- ☐ (1) Commercial Expense Reimbursement Addendum
☐ (2) Commercial Percentage Rent Addendum
☐ (3) Commercial Parking Addendum
☐ (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Todd Routh

Address: Todd Routh C/O Wells Fargo Bank, P.O. Box 260173, Dallas, TX 75326

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 25.00 (not to exceed \$25) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ _____ to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. After Tenant surrenders the leased premises to Landlord and provides Landlord written notice of Tenant's forwarding address, Landlord will, not later than the time required by §93.005, Texas Property Code, refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease. The parties agree that Landlord acts in good faith if Landlord accounts for the security deposit within the time stated.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

- A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>NA</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	☐	☐	☒
(2) Sewer	☐	☐	☒
(3) Electric	☐	☐	☒
(4) Gas	☐	☐	☒
(5) Telephone	☐	☐	☒
(6) Trash	☐	☐	☒
(7) Cable	☐	☐	☒
(8) _____	☐	☐	☒
(9) All other utilities	☐	☐	☒

- B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.
- C. Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
- D. After-Hours HVAC Charges: "HVAC services" means the utility expenses to heat and cool the leased premises. (Check one box only.)
- ☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.
- ☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- ☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) public liability insurance in an amount not less than \$1,000,000.00 on an occurrence basis naming Landlord as an additional insured; and
 - (2) personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of the insurance certificates evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the change, provide Landlord a copy of an insurance certificate evidencing the change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
 - (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will, at Landlord's expense, maintain in full force and effect insurance for fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property and public liability insurance in an amount that Landlord determines reasonable and appropriate.

- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8D will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Storage

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): Any

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____

- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 30 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the Property type.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as provided by Paragraph 15B, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises. The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	NA	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	☐	☒	☐
(2) Glass and windows	☐	☐	☒
(3) Fire protection equipment and fire sprinkler systems	☐	☐	☒
(4) Exterior & overhead doors, including closure devices, molding locks, and hardware	☐	☐	☒
(5) Grounds maintenance, including landscaping and ground sprinklers	☐	☒	☐
(6) Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☐	☒
(7) Parking areas and walks	☐	☒	☐
(8) Plumbing systems, drainage systems, electrical systems, ballast and lamp replacement, and mechanical systems, except those specifically designated otherwise	☐	☐	☒
(9) Heating Ventilation and Air Conditioning (HVAC) systems	☐	☐	☒
(10) Signs and lighting:			
(a) Pylon	☐	☐	☒
(b) Facia	☐	☐	☒
(c) Monument	☐	☐	☒
(d) Door/Suite	☐	☐	☒
(11) Extermination and pest control, excluding wood-destroying insects	☐	☐	☒
(12) Storage yards and storage buildings	☐	☐	☒
(13) Wood-destroying insect treatment and repairs	☐	☐	☒
(14) Cranes and related systems	☐	☐	☒
(15) _____	☐	☐	☐
(16) _____	☐	☐	☐
(17) All other items and systems.	☐	☐	☒

- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(9), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and charge Tenant the expense of such a maintenance and service contract or exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter, improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. **INDEMNITY:** Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. **DEFAULT;**

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may: (i) terminate Tenant's right to occupy the leased premises by providing Tenant with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. **ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

(TAR-2101) 6-7-02 Initialed for Identification by Tenants: _____, _____, and Landlord: _____, _____

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22. **HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 2 times the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.
23. **LANDLORD'S LIEN AND SECURITY INTEREST.** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.
24. **ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.
25. **RELOCATION:**
- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.
26. **SUBORDINATION:**
- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. **ESTOPPEL CERTIFICATES:** Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies:
- A. any breach of the lease;
 - B. the then current rent payment and rent schedule;
 - C. the date the next rent payment is due;
 - D. any advance rent payments;
 - E. the amount of the security deposit;
 - F. any claims for any offsets;
 - G. the then current term of the lease;
 - H. any renewal options;
 - I. Tenant's possession and acceptance of the leased premises and improvements;
 - J. any ownership interest by Tenant; and
 - K. any other information reasonably requested in the certificate.
28. **CASUALTY LOSS:**
- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
 - B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
 - C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
 - D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
 - E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.
29. **CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.
30. **ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. **REPRESENTATIONS:** Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____
- _____
- _____

32. **BROKERS:**

A. The brokers to this lease are:

<u>N/A</u>	<u>N/A</u>
Cooperating Broker	Principal Broker
License No.	License No.
Address	Address
Phone	Phone
Fax	Fax
E-mail	E-mail
Cooperating Broker represents Tenant.	Principal Broker: <i>(Check only one box)</i> ☐ represents Landlord only. ☐ represents Tenant only. ☐ is an intermediary between Landlord and Tenant.

B. Fees:

- ☐ (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
- ☐ (a) a separate written commission agreement between Principal Broker and:
☐ Landlord ☐ Tenant.
- ☐ (b) the attached Addendum for Broker's Fee.
- ☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
- ☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
- ☐ (b) the attached Addendum for Broker's Fee.

33. **ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

12111 RR 12, Space B-204
Commercial Lease concerning: Wimberley, TX 78676

34. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the leased premises,

and a copy to: Village of Wimberley

Address: 12111 RR 12, Space B-204, Wimberley, TX 78676

Phone: (512) 634-7149 Fax: (512) 847-0422

Landlord at: Todd Routh

Address: P.O. Box 204391, Austin, TX 78720-4391

Phone: (512) 452-8633 Fax: (512) 452-2622

and a copy to: _____

Address: _____

Phone: _____

Fax: _____

35. **SPECIAL PROVISIONS:**

36. **AGREEMENT OF PARTIES:**

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

(TAR-2101) 6-7-02 Initialed for Identification by Tenants: _____, _____, and Landlord: _____, _____

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- E. **Severable Clauses:** If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. **Waiver:** Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Village of Wimberley

Tenant
By _____ Date _____

Printed Name Tom A. Haley
Title Mayor

Todd Routh

Landlord
By _____ Date _____

Printed Name Todd Routh
Title Managing Partner+

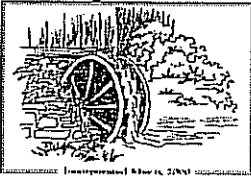
Tenant
By _____ Date _____

Printed Name _____
Title _____

Landlord
By _____

Printed Name _____ Date _____
Title _____

City Council Agenda Form



Date Submitted: January 8, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER APPROVAL OF THE TRANSFER OF \$5,000 FROM THE CITY'S FUND BALANCE TO MATCH A HAYS COUNTY WATER PLANNING GRANT AND AMEND THE BUDGET TO REFLECT THE TRANSFER

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☐ Resolution

☒ Motion

☒ Discussion

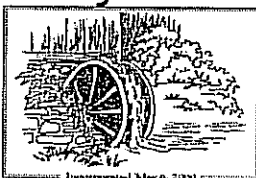
Project/Proposal Summary:

In December 2007, the City Council voted to support a Hays County grant application to the Texas Water Development Board (TWDB) seeking funding for the development of a regional water and wastewater plan for the County. As part of that vote, the City Council committed \$5,000 in matching funds towards the project if TWDB grant funding was approved.

Recently, the City was notified that TWDB grant funding for the project has been approved. As such, there is a need for the City to pay the County its matching funds. To do so, City Council action is needed to authorize the transfer of \$5,000 from the City's Unrestricted Fund Balance to allow staff to make the matching fund payment and amend the Fiscal Year 2009 Budget to reflect the transfer.

City staff recommends approval of the transfer and budget amendment.

City Council Agenda Form



Date Submitted: January 8, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER APPROVAL OF THE TRANSFER OF \$2,000 FROM THE CITY'S FUND BALANCE FOR AIR CONDITIONING IMPROVEMENTS AT COMMUNITY CENTER AND AMEND THE BUDGET TO REFLECT THE TRANSFER

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☐ Resolution

☒ Motion

☒ Discussion

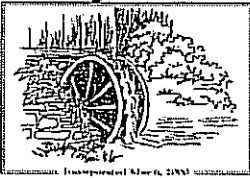
Project/Proposal Summary:

This item was placed on the agenda to allow City Council to consider authorizing the transfer of \$2,000 from the City's Unrestricted Fund Balance to pay for a portion of recent improvements made to the air conditioning system at the City-owned Wimberley Community Center. The City's share represents one third of the total cost of the repairs. The Wimberley Valley Art League and Wimberley Association of Senior Citizens Incorporated – the City's contract operator of the Community Center – funded the remainder of the \$6,000 worth of air conditioning improvements.

As a result of the improvements, there is now adequate air conditioning in the foyer of the Center where the Art League has its Art Gallery for visitors to enjoy.

City staff recommends City Council approval of a \$2,000 transfer from the Fund Balance for the Community Center air conditioning improvements and the necessary FY 2009 budget amendment to reflect the transfer.

City Council Agenda Form



Date Submitted: January 8, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER APPROVAL OF
AN UPDATE OF THE CITY INVESTMENT POLICY

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☐ Resolution

☒ Motion

☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council discuss and consider a proposed update of the City's Investment Policy. The proposed update includes the following changes:

- Eliminates reference to Budget Investment Finance (BIF) Committee
- Eliminates reference to Investment Committee
- Designates the City Administrator as the Investment Officer
- Requires Investment Officer to undergo regular certification training and invest funds in accordance with the City Investment Policy
- Establishes quarterly reporting requirement to City Council rather than monthly and sets forth the parameters for doing so

These changes are consistent with the investment policies utilized by many other communities. It is important to note that while a comprehensive investment report will be provided quarterly, the Council will continue to receive the monthly investment status reports that are part of the City Monthly Financial Statement.

Investment Policy

I. Purpose

The purpose of this document is to establish the investment policies for the management of the public funds of the City of Wimberley, Texas (City). This policy will be reviewed on an annual basis by City Council. At such time, the council will adopt a resolution that (1) states that the investment policy has been reviewed and (2) enumerates the changes to be made to the policy.

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These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with those of comparable funds and financial market indexes.

A copy of this policy will be provided to all business organizations offering to engage in investment transactions with the City. A qualified representative of the business organization must confirm in writing (1) that this policy has been read and thoroughly reviewed and (2) that reasonable controls have been established to preclude unauthorized investment transactions. The City prior to the firm providing any services must receive this confirmation.

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II. Statutory Authority

This policy was adopted in accordance with the Public Funds Investment Act (V.T.C.A., Government Code §2256).

III. Policy Scope

This investment policy applies to all of the financial assets (i.e., cash, bank deposits and securities) of the City. These assets are pooled into a single common investment fund that incorporates the following accounting fund types:

- General fund;
- Special revenue funds; and
- Enterprise funds.

Investments in the City's employee deferred compensation plan are independently managed and are not covered by this policy.

IV. Investment Strategy Statement

It is the City's policy to invest public funds in a manner that meets the following objectives:

- Ensure the suitability of the investment to the financial requirements of the City;
- Ensure preservation and safety of capital;
- Provide sufficient liquidity to meet cash flow needs;
- Ensure the marketability of the investments;

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- Provide sufficient diversification; and
- Provide a competitive return on investment.

V. Investment Objectives

The following is a detailed discussion of the City's investment objectives, in priority order:

A. Suitability of Investments

Investments shall be made with the primary focus of having cash available to meet the City's financial requirements. This requires that the City match investment maturities with anticipated expenditures.

B. Preservation and Safety of Capital

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To achieve this objective it is necessary to minimize credit risk and interest rate risk.

Credit risk is the risk of loss due to failure of the security issuer to pay interest and/or principal in a timely manner. It may be reduced by:

- Limiting investments to the safest types of securities;
- Pre-qualifying the business organizations with which the City will do business; and
- Requiring that investments not insured or guaranteed by the United States Government be fully collateralized.

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. The longer the term, the more tendencies there are for rates to fluctuate. Interest rate risk may be reduced by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and
- Investing primarily in shorter-term securities.

Both types of risk may also be controlled through diversification.

C. Liquidity

It is the City's objective that the investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

Liquidity is the relative ease with which a security may be converted to cash, typically through sale on the open market. The goals of liquidity and preservation of capital may

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conflict at times. While a security may be easily converted to cash, the amount of cash received may be less than the amount initially paid due to fluctuations in market value. For that reason, it is important for the portfolio to be structured so that securities mature concurrent with anticipated cash needs, hereby avoiding the need to liquidate investments under adverse market conditions.

D. Marketability of Investments

Marketability is the availability to quickly purchase and sell a security at competitive prices in secondary markets. Some investments, such as Treasury bills, can be sold at any time. Other more exotic instruments may not be much in demand by other investors and, consequently, may be much harder to sell.

Since all possible cash demands cannot be anticipated, the portfolio should consist of securities with active secondary or resale markets. This will ensure that in the event the City must sell a security, a buyer can be readily found.

At all times, selling a security before maturity may produce a loss. With the exception of the following situations, securities shall not be sold at a loss:

- A security with a declining market value could be sold early to minimize loss;
- A security swap would improve the quality, yield, or target duration in the portfolio; or
- Liquidity needs of the portfolio require that a security be sold and all other sales would result in a larger loss.

E. Diversification

The constraints established by this investment policy minimize the City's risk exposure. Through diversification, the City can further limit risk exposure. The City will address diversification in its portfolio by not limiting its exposure to any one type of investment, staggering investment maturities, and using several investment providers.

F. Yield

A fundamental rule of investments is that risk equals return. The City has deliberately established a low risk threshold in order to protect its financial resources and ensure that cash is available when needed. Return on investment is the least important objective of the City's investment program. It is anticipated, however, that the City will still earn a competitive rate of return given the level of risk assumed.

VI. Standards of Care

A. Prudence

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The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing the overall portfolio, not each investment decision. Investment officers acting in accordance with this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided that the investment decision was consistent with this written policy.

The “prudent person” standard requires that investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived.

B. Ethics and Conflicts of Interest

Employees involved in the investment process shall refrain from personal business activity that could conflict with the proper executing and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from under-taking personal investment transactions with the same individual with which business is conducted on behalf of the City.

C. Delegation of Authority

The City Administrator shall be responsible for ensuring that all of the physical and monetary assets of the City are appropriately safeguarded and controlled and perform any duties of City Treasurer as required by the general laws of the State of Texas. Through the adoption of this policy, the position of City Administrator shall be designated as an investment officer who is responsible for the investment of the City’s funds. In the absence of the City Administrator, the Mayor shall have the responsibility for investment decisions and activities. No person may engage in an investment transaction or the management of funds except as provided under the terms of this Investment Policy as approved by the City Council. The investment authority granted to the investment officer is effective until rescinded by the governing body.

The City Administrator shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

D. Training

The City Administrator and Finance Officers shall attend at least one training session related to their respective duties within 24 months of assuming office or duties. This training must include education in investment controls, security risks, strategy risks, market risks and compliance with the Public Funds Investment Act.

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The City Accountant, the City Administrator, the Finance Officers (mayor and up to two city council members) and a representative of the Budget, Investment and Finance Board are hereby designated Investment Officers of the City. Authority to manage the investment program is granted to the City Administrator.¶

*¶
No person may engage in investment transactions except as provided under the terms of this policy and the procedures established by the City Council.*

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Both the City Administrator and the Mayor, shall receive training as required by state law, which is designed to ensure the continued proper performance of their duties under this policy and the Public Funds Investment Act. The City Administrator and the Mayor shall attend an investment training session no less often than once every two fiscal years commencing February 1, 2009 and shall receive not less than 10 hours of instruction relating to investment responsibilities. The investment training session shall be provided by an independent source approved by the City Council. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor other than a business organization with whom the City of Wimberley may engage in an investment transaction.

Deleted: Finance Officers

DI. Execution of Security Transactions

A. Authorized Financial Dealers and Institutions

A list will be maintained of the business organizations authorized by the City Council to provide investment services. These may include "primary dealers" or regional dealers that qualify under Securities and Exchange Commission Rule 15C3 1 (uniform net capital rule).

All business organizations desiring to become qualified bidders for investment transactions must supply the following, as appropriate:

- Audited financial statements
- Proof of National Association of Securities Dealers (NASD) certification
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification signed by a qualified representative of the firm, of having read and thoroughly reviewed the City's investment policy and having implemented reasonable procedures and controls in an effort to preclude unauthorized investment transactions. (See Appendix B for an example.)

A qualified representative of a business organization is a person who holds a position with the organization, is authorized to act on behalf of the organization, and who is:

- For organizations regulated or registered with a securities commission, registered under the rules of the National Association of Securities Dealers; or
- For state and national banks and savings banks, a member of the loan committee or authorized by corporate resolution to act on behalf of and bind the banking institution.
- For an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written

Deleted: The training provider must be an independent training provider approved by City Council. A list of independent training providers is approved by the City Council concurrent with the approval of the City's investment policy each year.

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instrument on behalf of the investment.

The City Administrator shall conduct an annual review of the financial condition and registration of qualified business organizations interested in providing investment services for the City. The City Administrator shall recommend six or more qualified bidders to the City Council, which will then select qualified bidders to provide investment services for the City for the next year.

Deleted: *Investment Committee*

B. Selection of Investments

The City Administrator shall establish a competitive process for the selection of investments.

Deleted: Accountant

C. Delivery vs. Payment

With the exception of mutual funds, all investment transactions will be executed by delivery vs. payment (DVP). This requires that the release of funds and the receipt of the investment occur simultaneously.

D. Safekeeping

The City will utilize an independent third party as a custodial agent for safekeeping of the City's investments. Book entry only securities may be held in the custodial agent's account with a Federal Reserve Bank, as long as the custodial agent's internal records clearly indicate the City's ownership of the securities. Any physical securities will be transferred directly to the custodial agent.

Receipts must be issued by the custodial agent for all property received in physical or book entry form. Not less than quarterly, the City should be provided with reports of all assets held in safekeeping.

E. Measuring Market Value

The City shall use The Wall Street Journal or a comparable nationally recognized business publication to measure the market value of its investments. The price quote used will be as of the date of market valuation.

VIII. Internal Controls and Compliance Audit

A. Internal Controls

The City Administrator is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse.

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The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and

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and benefits requires estimates and judgments by management.

The internal control structure should address the following points:

- Control of collusion. Collusion is a situation where two or more employees work in conjunction to defraud their employer.
- Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transactions from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- Custodial safekeeping. Securities purchased from any bank or dealer including appropriate collateral shall be placed with an independent third party for custodial safekeeping.
- Avoidance of physical delivery securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
- Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- Written confirmation of telephone transactions for investments and wire transfers. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.
- Development of a wire transfer agreement with the lead bank or third party custodial. This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

B. Annual Audit

The City Administrator shall establish a process for annual independent review by an external auditor to:

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- Assure compliance with policies and procedures; and
- Review monthly investment reports.

This review is to be done in conjunction with the annual audit of the City's financial statements.

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IX. Suitable and Authorized Investments

A. Investment Types

The following investments are permitted under this policy.

- Obligations of the United States Government (i.e., treasury bills, treasury notes and treasury bonds):
 - Mutual funds offered by the City's depository bank as part of its cash management program;
 - Certificates of deposit issued by a state or national bank or a savings bank domiciled in the State of Texas; and
 - Demand deposits with state and national banks and savings banks.
 - Statewide investment pools.

B. Collateralization

Certificates of deposit and all other deposits with banks and savings banks shall be 1) guaranteed or insured by the Federal Deposit Insurance Corporation or 2) fully collateralized as required by the Public Funds Investment Act. In order to provide an appropriate level of protection, the market value of the pledged security will be a minimum of 105% of the amount on deposit plus accrued interest.

The City prior to the substitution taking place must approve substitution of collateral in writing.

Collateral will be held by an independent third party. A clearly marked safekeeping receipt showing the securities pledged in the City's name must be provided to the City on a monthly basis.

C. Prohibited Investments

Any investment not specifically authorized by this policy is prohibited. Any investment that is a derivative in nature, even though the underlying asset may meet the guidelines established in this policy, is also prohibited.

D. Additional Qualifications by Investment Type:

1. Mutual Funds

As part of its overall cash management program, the City intends to utilize the automatic investment sweep program offered by its depository bank. This program will enable the City to eliminate idle cash balances in its checking accounts, while

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accounts, while ensuring that adequate cash is on hand to meet daily requirements.

For this purpose, the City is authorized to invest in a no-load money market mutual fund, if the mutual fund:

- Is registered with and regulated by the Securities and Exchange Commission;
- Provides the City with a prospectus and any other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- Invests exclusively in obligations of the U.S. Treasury and/or repurchase agreements fully collateralized by such obligations;
- Is continuously rated as AAA or its equivalent by at least one nationally recognized rating service;
- Has a dollar-weighted average stated maturity of 90 days or less; and
- Includes in its investment objectives the maintenance of a stable net asset value of \$1 per share.

2. State Wide Investment Pools

Statewide investment pools are separate legal entities established to invest the funds of 2 or more other government entities. The investment pool typically has its own management and investment staff and provides a highly liquid investment option.

In order to be eligible to provide services to the City, investment pools must meet all the requirements of state law as determined under Chapter 2256 of the Government Code, as amended and the following requirements:

- Provide the City with an offering circular and other information required by the Public Funds Investment Act;
- Provide investment transaction confirmations;
- Provide monthly detailed transaction and performance reports as specified by state statute;
- Establish an advisory board composed of qualified members representing participants and non-participants;
- Be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

In addition to the preceding requirements, investment pools created to function, as money market mutual funds must mark-to-market daily and must maintain a market value ratio (market value divided by book value) between .995 and 1.005.

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Investment in a particular pool will be made only after a thorough investigation of the pool and approval by the City Council. The City Administrator shall conduct an annual review of the pools and recommend qualified pools to the City Council, which will then select and adopt a list of approved pools.

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With the exception of mortgage backed securities or any other derivative, pools are permitted to invest in a broader range of investment instruments than those authorized under this policy, provided those instruments are authorized under the Public Funds Investment Act.

X. Investment Parameters

A. Investment Management Style

Investment maturities are timed to correspond with anticipated cash requirements and should be purchased at or near par. The City employs a passive management style in which investments are expected to be held to maturity. This does not preclude the use of active portfolio management techniques.

B. Diversification

At the time of purchase, investments will be selected to ensure that the City's portfolio is diversified by security type and institution as follows:

- United States Treasuries;
- No-load money market mutual funds;
- Certificates of deposit within maximum limitation of FDIC and/or collateralization limits.
- Savings bank deposits within maximum limitation of FDIC and/or collateralization limits.
- Authorized investment pools.

C. Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements.

Maximum allowable stated maturities are limited by investment type as follows:

- 3 years for United States treasuries securities;
- 90 days for certificates of deposit; and
- 90 days for no-load money market mutual funds.

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XI. Performance Standards

During an environment of stable interest rates, the portfolio should obtain a market average rate of return. Since the City follows a passive investment strategy, the basis used by the City Accountant to determine whether market yields are being achieved shall be the average 90-day Treasury for the month, as quoted in The Wall Street Journal or comparable nationally recognized business publication.

XII. Reporting

The City Administrator or his designee shall prepare an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the total investment return for the quarter. The report shall be signed by all designated investment officers and include the statement that the report is in full compliance with the investment strategies as established by the City of Wimberley Investment Policy and Public Funds Investment Act (Government Code Chapter 2256)

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The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principles. This summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- Listing of investments by maturity date.
- Fully accrued interest for the reporting period
- The percentage of the total portfolio which each type of investment represents.
- Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the City Council.

A formal annual review of the quarterly reports will be performed by an independent auditor with the results reported to the governing body.

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Deleted: Not less than monthly, the City Accountant shall prepare investment reports for City Council that describe in detail the investment position of the City as of the date of the report. These reports will be prepared in a manner that will allow the City Council to ascertain whether investment activities have conformed to the City's investment policy.¶

¶ Investment reports should be presented by the City Accountant to the City Council at the second meeting after the end of the month. They must be signed and dated by both the City Accountant and the City Administrator, and must contain the following statement: "This report is in full compliance with the investment strategies as established by the Village of Wimberley Investment Policy and the Public Funds Investment Act (Chapter 2256)."¶

¶ At a minimum, reports presented to City Council will include the following:¶

¶ <#>A summary report of the portfolio as a whole with comparisons to investment parameters or benchmarks, as applicable;¶

¶ <#>A detailed inventory report of all assets in the portfolio with comparisons to investment parameters or benchmarks, as appropriate; and¶

¶ <#>A transaction detail report of all transactions during the period.¶

¶ <#>A summary report of the portfolio showing investment return, and percentages and fees.¶

¶ City Council shall review once a year.¶

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APPENDIX A: GLOSSARY

ACTIVE PORTFOLIO MANAGEMENT: An approach to investment management in which the investment officer actively trades the portfolio to take advantage of changing market conditions. This style requires the investment officer to develop a comprehensive economic outlook and to take action based upon that outlook. Requires relatively technical knowledge of the investment field.

BENCHMARKS: A measure used to evaluate the effectiveness of the investment program. Suitable benchmarks are readily available and share the characteristics of the portfolio with respect to legal constraints and investment policy compliance. Benchmarks may be published figures or indexes in publications such as the Wall Street Journal or they may be specially created for entity.

BOOK ENTRY SECURITIES: Securities that are purchased, sold and held with only electronic computer entries rather than the transfer of physical certificates. Buyers typically receive receipts or confirmations as evidence of ownership.

BROKER: A party who brings buyers and sellers together. Brokers do not take ownership of the property being traded. They are compensated by commissions.

COLLATERAL: Securities that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

DEALER: A firm or an individual who buys and sells for his own account. Dealers have ownership, even if only for an instant, between a purchase from one party and a sale to another party. They are compensated by the spread between the price they pay and the price they receive.

DERIVATIVES: Financial instruments whose value depends on the values of underlying assets or indexes.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

PASSIVE INVESTMENT MANAGEMENT: An approach to investment management in which the investment officer adopts a buy and hold strategy.

Some investment techniques are used. Requires basic level investment knowledge.

PRIMARY DEALERS: A group of securities dealers who are recognized as major participants in the government securities markets and who are willing to market all government securities. Primary dealers must submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its oversight.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price.

REGIONAL DEALERS: The second tier of broker/dealers (after primary dealers) composed of brokerage firms that specialize in certain market niches, typically on a regional basis.

SAVINGS BANK DEPOSITS: Demand deposits held in an account at a savings and loan association.

SECONDARY MARKET: A market made for the purchase and sale of outstanding debt issues following the initial distribution.

TREASURY BILLS: Short term obligations issued by the United States Treasury. Bills are issued for maturities of one year or less. They do not pay interest but are issued on a discount basis instead.

TREASURY NOTES: Medium term obligations issued by the United States Treasury. Notes are issued for initial maturities over 1 to 10 years.

YIELD: The annual return on an investment expressed as a percentage.

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**APPENDIX B: ILLUSTRATIVE BROKER/DEALER
CERTIFICATION FORM**

Broker Dealer Certification Form

(As required by Texas Government Code 2256.005(k))

The City of Wimberley (City) acknowledges that the only means the firm has to preclude unauthorized investment transactions between the firm and the City is to confirm that all provisions of the City's investment policy are followed in investment transactions conducted between the firm and the City, and, the second paragraph below should be read accordingly.

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I, _____, as a qualified representative for the firm _____ do hereby certify that I and the broker covering this account, _____, have received and thoroughly reviewed the investment policy of the City of Wimberley.

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I acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude investment transactions not authorized by the City's investment policy.

Signature

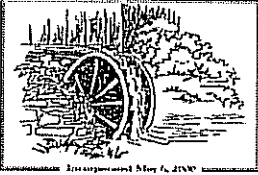
Name: _____

Title: _____

Date: _____

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City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2008

Project/Proposal Title: CONSIDER APPROVAL OF
THE ROUTES FOR THE *WIMBERLEY 10K SPRING*
WALK

Council Action Requested:

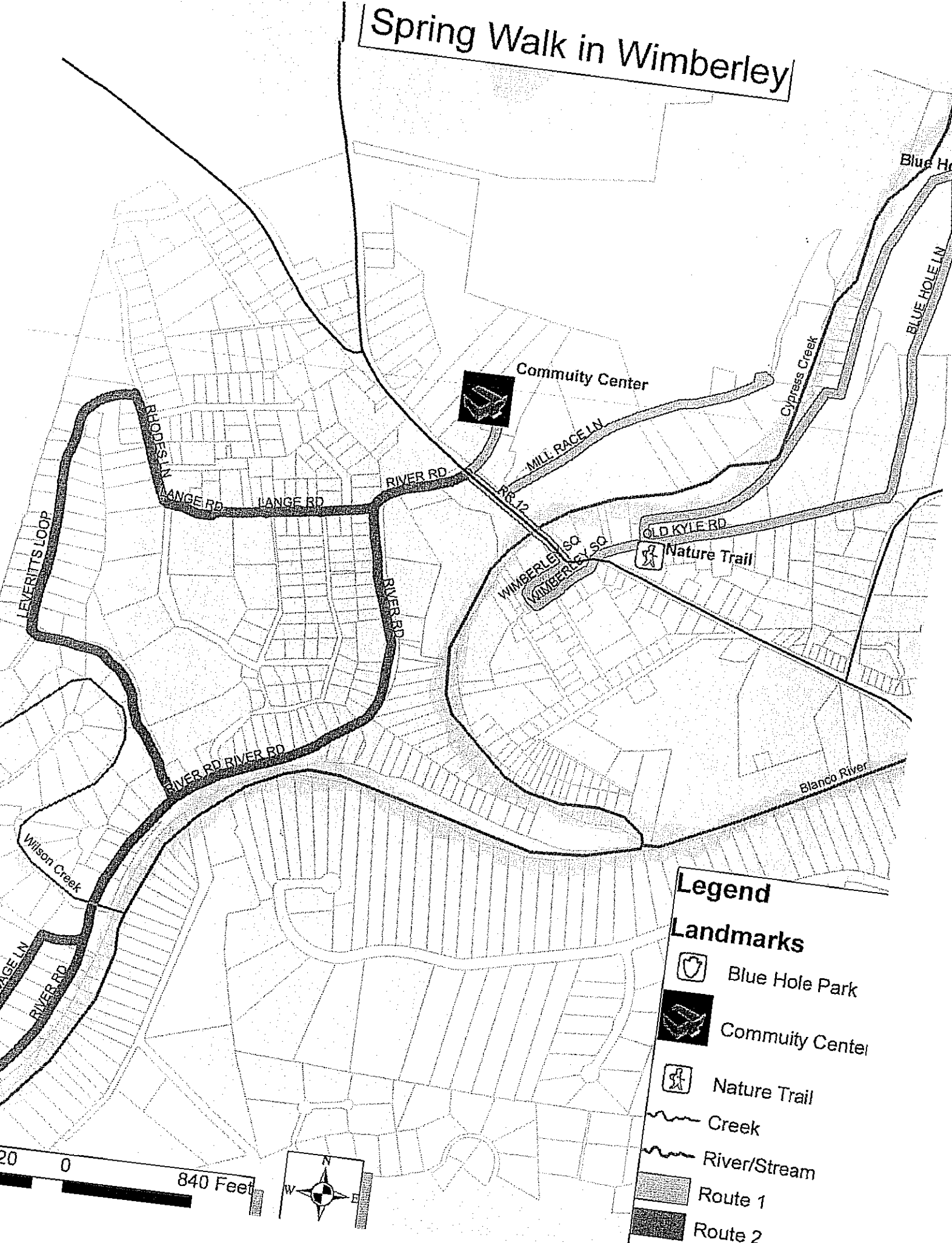
- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to consider approval of the routes for the upcoming *Wimberley 10K Spring Walk* sponsored by the New Braunfels Marsch-und Wandergruppe and the Wimberley Mayor's Fitness Council. The two-day leisure walk is scheduled for Saturday, March 21st and Sunday, March 22nd. As the proposed route involves the potential use of City right-of-way, City Council approval of the route is required.

Attached is a copy of the map of the routes. Approximately 250 people are expected to participate in the event over the course of two days.

Spring Walk in Wimberley



Legend

Landmarks



Blue Hole Park



Community Center



Nature Trail



Creek



River/Stream

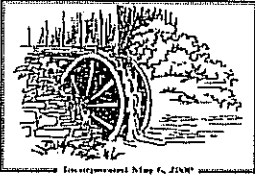


Route 1



Route 2

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2008

Project/Proposal Title: CONSIDER MAKING A NOMINATION TO CAMPO BOARD TO SERVE AS THE SMALL CITIES REPRESENTATIVE FOR HAYS COUNTY.

Council Action Requested:

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider submitting a nomination for the "small city" appointment for Hays County on the Capital Area Metropolitan Planning Organization Board.

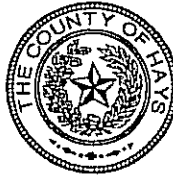
The term of the seat is two years for the representative and the alternate. A new two year term will begin January 2010. The Hays County Commissioners Court is responsible for making the appointments. In the interim, the Court will appoint a representative and an alternate to a one year term expiring December 31, 2009. The appointment needs to be made by the January 27th Commissioners Court meeting.

The CAMPO Board meets the second Monday of every month in the evening. The purpose of CAMPO is to coordinate regional transportation planning with counties, cities, the Capital Metropolitan Transportation Authority (Capital Metro), the Capital Area Rural Transportation System (CARTS), Texas Department of Transportation (TxDOT) and other transportation providers in the region and to approve the use of federal transportation funds within the region.

The County Judge has issued a call for nominations to the various cities in the County. Nominations are due by the end of the business day January 20th.

Mayor Haley has indicated that he will offer up the name of Kyle Mayor Mike Gonzales as a possible nominee. Mayor Gonzales currently holds the position of "small city" representative from Hays County on the CAMPO Board.

Office of the Hays County Judge



Elizabeth "Liz" Sumter
Hays County Judge
111 E. San Antonio Street
San Marcos, Texas 78666

January 7, 2009

Dear Mayor:

Yesterday, the Hays County Commissioners Court adopted a policy for the CAMPO 'small city' appointment process. The term of the seat is two years for the representative and the alternate. A new two year term will begin January 2010.

In the interim, the court will appoint a representative and an alternate to a one year term expiring December 31, 2009. The appointment needs to be made by the January 27th Commissioners Court meeting.

CAMPO meets the second Monday of every month in the evening. The length of the meeting is usually an hour and a half but some meetings can be longer. There are also committees that you may want to participate in.

If you are interested in Commissioners Court considering yourself or any elected member of your city council (an appointment must be an elected official according to the CAMPO rules), please provide a resume and a statement of interest to me by end of business day January 20th so that your nomination can be put on the January 27, 2009 Commissioners Court Agenda.

I apologize for the short notice and thank you for your service to our communities.

Liz Sumter
Hays County Judge

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER SETTING A
DATE FOR A WORKSHOP TO DISCUSS THE POSSIBLE
DEVELOPMENT OF A JOINT GOVERNMENTAL
SERVICES FACILITY

Council Action Requested:

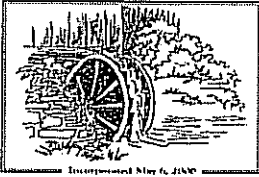
- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider setting a date for a workshop to discuss and take possible action on the possible development of a Joint Governmental Services Facility in Wimberley.

In advance of the scheduled workshop, City staff will present background information on the project.

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER ACTION ON
SIGN VARIANCE REQUEST FOR THE WIMBERLEY VET
CLINIC

Council Action Requested:

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow the City Council to discuss and consider action on a request for a variance to the City of Wimberley Sign Ordinance for the Wimberley Vet Clinic at 12605 Ranch Road 12.

Currently, the applicant has a marquee sign that is approximately 72 square feet in size and 10 feet tall that advertises the Clinic, Bed and Biscuit Boarding and Craftmaster Custom Homes. The sign is classified as a non-conforming, pre-existing sign and is grandfathered from regulation in its current state.

However, the applicant desires to replace the aged sign with a new, free standing marquee sign, advertising the Clinic and Bed and Biscuit, which will be 64 square feet in size and 12 feet tall and complies with the City regulations. In addition, the applicant is seeking a variance to install a second 4' by 8' free standing sign on 5.5' tall cedar posts to advertise Craftmaster Custom Homes. The second sign would match the look and materials of the proposed marquee sign. City Code only allows one (1) free standing sign at a commercial complex. The applicant states the second sign is needed to increase visibility of the business. The applicant expects that Craftmaster will relocate in the future and at such time the second sign, if approved, will be moved to another location.

The City of Wimberley City Council has the ability to grant a sign variance if the following standards are met:

- The variance will not authorize a type of sign which is specifically prohibited
- The variance is not contrary to the goals and objectives outlined by the City of Wimberley Comprehensive Plan
- The variance is not contrary to the public interest
- Due to special conditions, a literal enforcement of the sign ordinance would result in unnecessary hardship. Financial or economic hardship alone will not ordinarily satisfy this requirement;
- The spirit and purpose of the chapter will be observed, and substantial justice will be done.

Professional Graffiti
P.O. Box 832
Wimberley, Texas 78676
Ph. 512-847-3207
Fax 512-847-5368
(800) 337-4460



Lance Cawley
Owner

PROPOSED SIGNAGE For Wimberley Vet Clinic

Don Ferguson
Wimberley City Manager

January 9, 2009

Mr. Ferguson,

As per your instruction, following is a list of elements that Wimberley Vet Clinic proposes for new signage in hopes of recommendation for variance to be granted.

Requested Signage

1. New free standing marquee sign to adhere to ordinance, 64 Square feet total sign face and installed to 12' high (existing is non-complying grandfathered – approx 72Sq. Ft – 10' high).
2. Variance requested for additional 4' x 8' sign installed to 5.5' high on cedar posts to match proposed marquee sign.

Concessions Offered by Wimberley Vet Clinic

1. Additional 4' x 8' sign face is currently part of existing marquee sign. WVC would agree that this would be a temporary variance only until current tenant vacates. This will happen when WVC remodels building for the purpose of occupying total square footage of building.
2. Will attach to lot #2 a restriction prohibiting any signage as long they own property.
3. Will agree to leave all vegetation in "green belt" on lot 2.

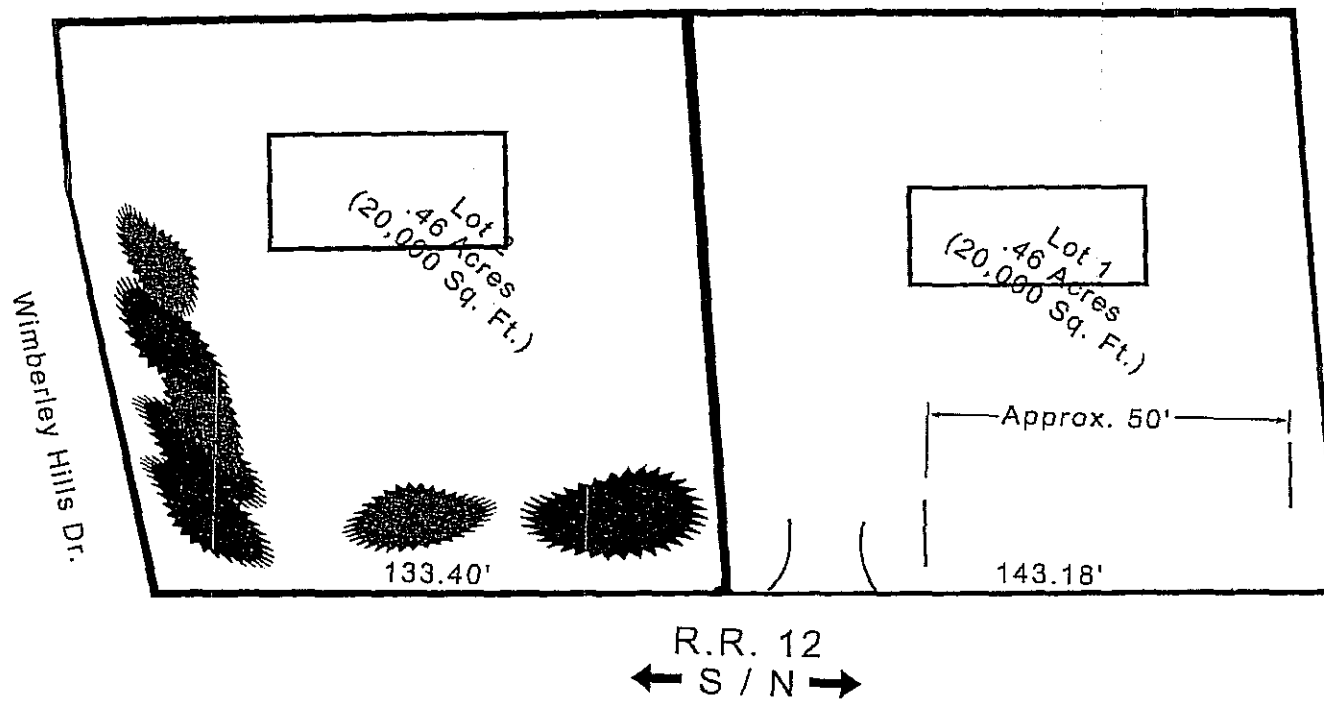
Alternative Signage

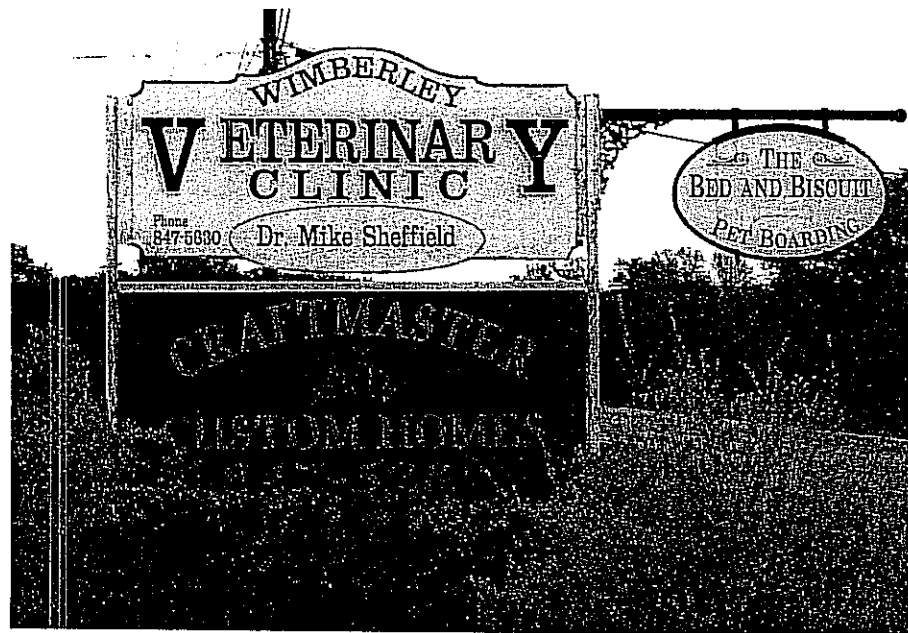
1. Permitting 64 Sq. Ft free standing marquee sign for two businesses on lot 1.
2. Permitting 64 Sq. Ft. free standing marquee sign for two businesses on lot 2.
This would require removing all vegetation along R.R. 12 frontage for visibility.

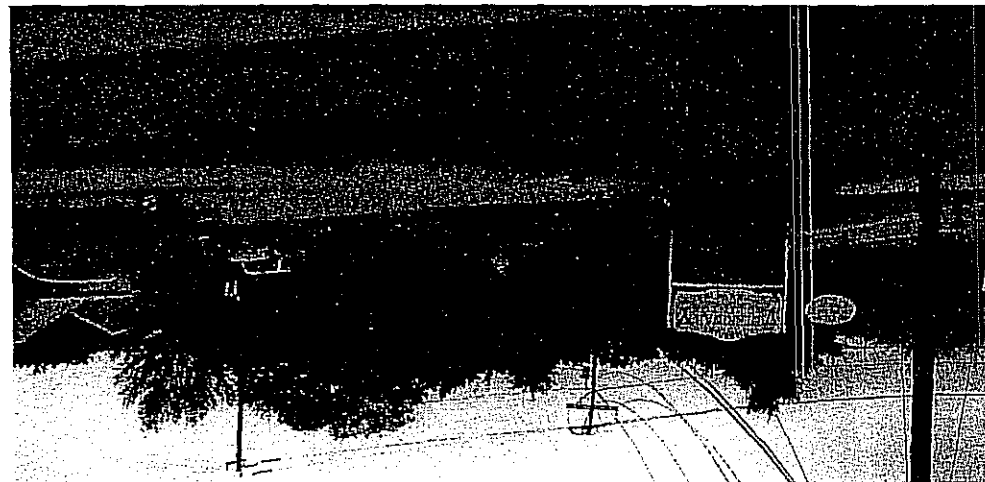
Thank you for your consideration.

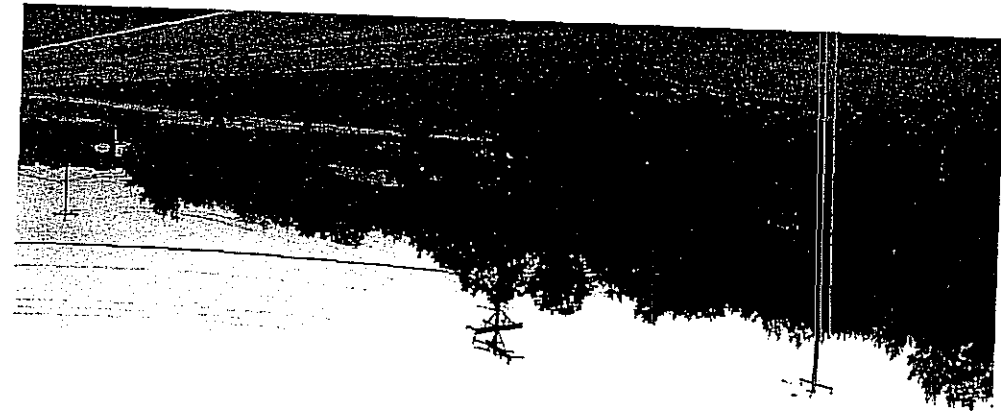
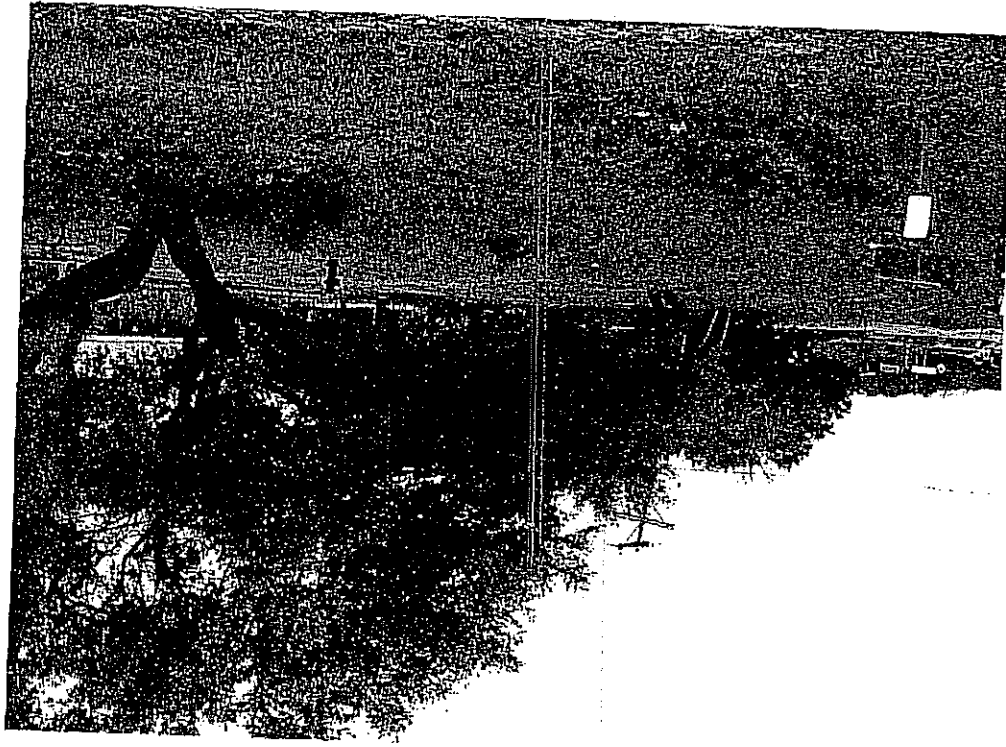
Sincerely,

Lance Cawley

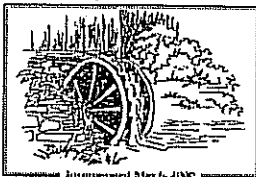








City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CONSIDER ACTION ON A REQUEST FOR THE CITY TO SUPPORT CARSON PROPERTIES IN ITS ATTEMPT TO GAIN ACCESS TO WASTEWATER SERVICE FOR A PLANNED DEVELOPMENT

Council Action Requested:

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

This item has been placed on the agenda to allow the City Council to discuss and consider action on a request for the City to support the efforts of Carson Properties to gain access to wastewater service for a mixed use development on property abutting Cypress Creek.

Attached is background information relating to the request.



CARSON
Properties

1911 Corporate Dr, Suite 102
San Marcos, Texas 78666
Phone (512) 392 - 3322
Fax (512) 878 - 1900

January 6, 2009

Don Ferguson
City Administrator for the City of Wimberley
Via email at dferguson@anvilcom.com

Proposed Wastewater Lift Station Easement Effort

Mr. Ferguson:

Per our conversation(s) last month, I am writing to request that the City Council consider voting on a resolution supporting our efforts to construct a wastewater lift station on our property abutting Cypress Creek and River Road.

As you know, we have been working for several years to plan a lodge/boutique inn on a portion of our property and have been unable to arrive at a suitable wastewater solution that would accommodate the project. Additionally, we are unwilling to consider a commercial septic system that close to the Creek as it would run contrary to the "earth-friendly" focus of our endeavor. The primary cause for delay has been the challenge of securing a route that would connect a lift station located on our parcel to the service provider's existing infrastructure.

I am not asking the City to participate in the cost of construction of the lift station or the supporting wastewater lines. We have committed to building the lift station ourselves and have negotiated an agreement with the service provider on the cost of the force lines.

Our property is unique in that it is situated in close proximity to the downtown square at a lesser elevation with a considerable amount of land outside of the 100 year FEMA floodplain. While we fully support the efforts being made by the City of Wimberley to build a wastewater treatment plant to serve the area(s) on that side of Cypress Creek, the presence of a lift station on our property would allow for the possibility of a short to mid-term interim solution if demanded. As such, we have already agreed to allow the lift station to be upsized in the future (by adding additional pumps) in the event it would help others transition away from the traditional septic systems that pose an ever-increasing risk to the Cypress Creek watershed.

The purpose of this request is to ask the City Council to publicly support our effort to work through the logistics of getting the wastewater system in place. We have already spoken with several of the property owners who would need to grant wastewater line easements along the proposed route(s). Generally, we have found support for the concept but feel an endorsement from the City would help to punctuate the importance the lift station could have for the community in helping to protect the local environment.

In regard to our project -- I have attached a copy of a letter from my sister and brother-in-law (Rachel & Matthew Buchanan) that elaborates on the concept of the lodge being planned. As you know, the project was brought before the Planning and Zoning Commission in 2007 and received unanimous and fervent support from its members. I have also attached a copy of the concept plan submittals that were presented at that meeting.

We do not want to be cast as "self-serving" in this request so here is our pledge to the City Council ... Even if for some unforeseen reason our project never gets beyond the planning stage, we will still agree to build the lift station (at our expense) if the easements can be obtained and the force lines put in place. We are committed to helping preserve the local environment, want to be a catalyst for that effort, and are eager to prove that point.

Sincerely,

A handwritten signature in black ink, appearing to read 'C Carson', with a stylized flourish at the end.

Chris Carson
Carson Family Properties

Members of the Wimberley City Council:

Two years ago, our family, along with Overland Partners architectural firm, had the opportunity to present a preliminary site and concept plan to the January 25th, 2007, meeting of the Wimberley Planning and Zoning Commission. We were excited to share our ideas with the community about a Hill Country lodge/boutique inn and encouraged by the overwhelmingly positive response to our presentation of the commissioners and other citizens in attendance.

In the time since that presentation, we have had the honor and pleasure of serving the Wimberley community at The Leaning Pear Café and Eatery where we have formed lasting relationships with many patrons, fellow business owners and other community leaders who share our love of the Wimberley Valley. The restaurant has been a great forum for discussion and provided us an excellent opportunity to hear from a wide array of interested Wimberley residents and visitors to the area – from first-time guests to those frequent weekenders who escape to the Hill Country whenever they can. We have been fortunate to receive their diverse feedback and look forward to putting a plan into motion that will bring to Wimberley a place we can all feel connected to and be proud of.

Similar to the approach taken at The Leaning Pear, with the Inn we aim to showcase the unique Wimberley spirit and to embrace those characteristics that draw people to the Hill Country and, specifically, to the village of Wimberley. The Inn will have an "upscale rustic" feel. Guest rooms will feature modern amenities in a natural setting, drawing on the old and the new. Public spaces will incorporate the natural setting to create a warm ambience fostering a connection to the environment as well as to other guests. We want to make a casual yet elegant space, where guests can feel relaxed and pampered. Sounds of water combined with views of the rolling hills and Cypress Creek will compel visitors to wander and discover the property along outdoor paths and walking trails. A kitchen garden where guests can explore herbs

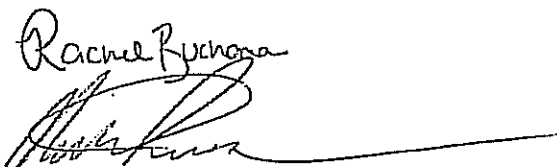
and vegetables that will be used in meal preparation will enhance the visitor experience and further illustrate the natural theme of the Inn.

The Inn will focus on green construction and green operation, utilizing rainwater harvesting, native landscaping, reclaimed building materials and energy conservation. The Inn restaurant will have a gourmet seasonal menu using local and organic ingredients whenever possible. As a locally owned and operated entity, we are excited about promoting the many extraordinary resources we have here in our own backyard – local farms, furniture makers, glass artists, wine makers and countless others. Our goal is to be a positive force in Wimberley's economy while implementing the city's desire to be a leader in the green movement through the use of innovative, earth-friendly solutions.

Because they share our philosophy, we have selected Overland Partners as our architectural team to facilitate this vision and bring to it their wealth of expertise. They have worked to create a design concept that is true to the eclectic spirit of this area, as with previous Overland projects such as The Ladybird Johnson Wildflower Center and the Cypress Creek Church here in Wimberley.

We were pleased to have had such encouragement from the Planning and Zoning Commission in 2007 and look forward to receiving similar support from the City Council as we move forward on this project. Thank you for your time and interest and please feel free to contact either of us if you have any questions or would like to talk more about this exciting new endeavor.

Sincerely,

The image shows two handwritten signatures. The first signature is in cursive and appears to read 'Rachel Buchanan'. The second signature is also in cursive and appears to read 'Matthew Buchanan'. Both signatures are written in dark ink.

Rachel & Matthew Buchanan
Owners, The Leaning Pear Café & Eatery

CONCEPT PLAN



OVERLAND
ARCHITECTS

THE LEDGES
BOUTIQUE HOTEL & RESTAURANT
WINNEMERLEY, TEXAS

CONCEPT PLAN

RR 12

RIVER ROAD

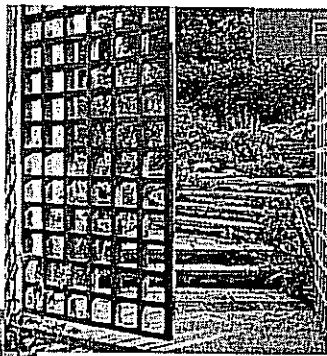
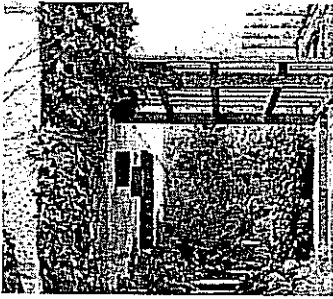
- 1. Hotel Lobby & Lounge
- 2. Guestrooms (2 Story)
- 3. Banquet Hall
- 4. Kitchen/Service
- 5. Restaurant
- 6. Bar
- 7. Outdoor Deck
- 8. Kitchen Garden
- 9. Pedestrian Bridge
- 10. Events Lawn
- 11. Retail Village
- 12. Existing Restaurant
- 13. Parking
- 14. Service Yard

PARKING COUNT

SPACE	REQ.	REQUIREMENT	QTY	SPACE
Hotel Rooms	1	1 per 100 sq ft	1200 sq ft	12
Hotel Lobby	1	1 per 100 sq ft	1200 sq ft	12
Hotel Kitchen	1	1 per 100 sq ft	1200 sq ft	12
Hotel Restaurant	1	1 per 100 sq ft	1200 sq ft	12
Hotel Bar	1	1 per 100 sq ft	1200 sq ft	12
Hotel Banquet Hall	1	1 per 100 sq ft	1200 sq ft	12
Hotel Events Lawn	1	1 per 100 sq ft	1200 sq ft	12
Hotel Retail Village	1	1 per 100 sq ft	1200 sq ft	12
Hotel Existing Restaurant	1	1 per 100 sq ft	1200 sq ft	12
Hotel Service Yard	1	1 per 100 sq ft	1200 sq ft	12
TOTAL REQUIRED SPACES				144
TOTAL SPACES PROVIDED				144

OVERLAND

THE LEDGES
BOUTIQUE HOTEL & RESTAURANT
WIMBERLEY, TEXAS



PROJECT DESCRIPTION

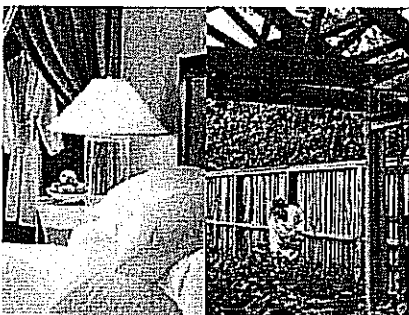
This idea has been in the making for over 30 years, during which time our family has come to enjoy and appreciate the Wimberley area more and more. From summer camp at Rocky River Ranch, Saturday mornings manning our grandparents' booth at Market Days to evenings at the Emily Ann or Corral Theatres, Wimberley has always been a special place for us, as it is for so many others. With this project, we aim to create a spot that showcases the unique "Wimberley way" and to embrace those characteristics that draw people to the Hill Country and, specifically, to the Village of Wimberley.

The Inn concept falls somewhere between a Hill Country Lodge and Boutique Hotel, with a maximum of 30 rooms emphasizing privacy and seclusion – an "upscale rustic" approach. Guest rooms will feature modern amenities in a natural setting, drawing on the old and the new. Rooms will be equipped with a gas fireplace, spacious master bath and a courtyard or balcony with rocking chairs, along with unique features that distinguish one room from another. Public spaces will incorporate the natural setting to create a warm ambience fostering a connection to the environment and to other guests. We want to make a casual yet elegant space, where guests can feel relaxed and pampered. Sounds of water combined with views of the rolling hills and Cypress Creek will compel visitors to wander and discover the property along outdoor paths and walking trails. A kitchen garden where guests can explore herbs and vegetables that will be used in meal preparation will enhance the visitor experience and further illustrate the natural theme of the Inn.

The Inn will focus on green construction and green operation, utilizing rainwater harvesting, native landscaping, reclaimed building materials and energy conservation. The Inn restaurant will have a gourmet seasonal menu using local and organic ingredients whenever possible. As a locally owned and operated entity, we are excited about forming relationships in the community to promote the wonderful resources we have here in our own backyard – First Texas Olive Oil Company, Montesino Farms, Wimberley Farmers Market, local vineyards and the many other talented artists and artisans in the area.

Because they share our philosophy and understand the Texas Hill Country lifestyle, we have selected Overland Partners as our architectural team to facilitate this vision and bring to it their wealth of expertise. They have worked to create a design concept that is true to the eclectic spirit of the Village of Wimberley and we are excited about moving forward on a project that we feel will be beneficial to all.

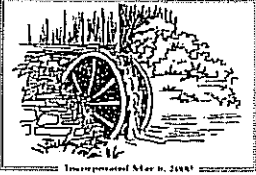
- Rachel Carson Buchanan
Carson Family Properties



OVERLAND
PARTNERS

THE LEDGES
BOUTIQUE HOTEL & RESTAURANT
WIMBERLEY TEXAS

City Council Agenda Form



Date Submitted: January 9, 2009

Agenda Date Requested: January 15, 2009

Project/Proposal Title: CITY COUNCIL REPORTS

Funds Required:

Funds Available:

Council Action Requested:

☐ Ordinance

☐ Resolution

☐ Motion

☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow for reports to be presented by the Mayor and members of City Council for future agenda item requests.