

PROCLAMATION 1

**A PROCLAMATION
AUTHORIZING RECOGNITION OF NATIONAL PUBLIC SAFETY
TELECOMMUNICATORS WEEK**

WHEREAS, the City Of Blanco is committed to providing a high-quality emergency communications system to the residents of the city; and,

WHEREAS, the City Of Blanco recognizes the professional and unending services of the telecommunicators who answer 9-1-1 calls on a daily basis; and,

WHEREAS, the 9-1-1 telecommunicators are the link between people calling for help in an emergency situation and the emergency response agencies who arrive on the scene; and,

WHEREAS, the 9-1-1 telecommunicators are the true backbone of the 9-1-1 system; and,

WHEREAS, the President of the United States has historically acknowledged the second week of April as National Public Safety Telecommunicators Week; and,

THEREFORE, BE IT RESOLVED, that, on behalf of all of the telecommunicators in the city, the City Of Blanco hereby declares the week of April 10—16, 2022, to be National Public Safety Telecommunicators Week and encourages all local governments to sign a similar resolution and all 9-1-1 Emergency Communications Centers are encouraged to celebrate this week with appropriate activities and commemorations.

Proclamation adopted by the City of Blanco on this _____ day of April 2022.

Rachel Lumpee, Mayor

ATTEST:

Laurie Cassidy, City Secretary

PROCLAMATION 2

**PUBLIC SERVICE RECOGNITION WEEK
PROCLAMATION**

In honor of the millions of public employees at the federal, state, county, and city levels:

Whereas: Americans are served every single day by public servants at the federal, state, county, and city levels. These unsung heroes do the work that keeps our nation working. Their tireless efforts are especially critical today during the COVID-19 pandemic;

Whereas: Public employees take not only jobs but oaths;

Whereas: Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals, and others, risk their lives each day in service to the people of the United States and around the world;

Whereas: Public servants include teachers, doctors, and scientists . . . train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers . . . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

Whereas: Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

Therefore: I, Mayor Rachel Lumpee of the City of Blanco, Texas do hereby announce and proclaim to all citizens and set seal hereto, that May 1-7, 2022, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county, and city.

Proclamation adopted by the City of Blanco on this _____ day of April 2022.

Rachel Lumpee, Mayor

ATTEST:

Laurie Cassidy, City Secretary

PROCLAMATION 3

NATIONAL HISTORIC PRESERVATION MONTH PROCLAMATION

WHEREAS, The National Trust for Historic Preservation established May as Historic Preservation Month in 1973, to promote historic places for the purpose of instilling nation and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, The City of Blanco has long realized the value of good stewardship for its rich historic heritage and the theme for National Historic Preservation Month; and

WHEREAS, Blanco is invested with its historic homes and buildings, natural rock fences, the Blanco River, windmills, hand-dug water wells, and the Texas Hill Country, as found around the City; and

WHEREAS, Blanco's historic markers found within the city limits. Plus, In the National Register Districts, known as the "Square" as our local Historic Preservation District it matters to our citizens and visitors; and

WHEREAS, it is important to celebrate the City's natural, built environments, and the contributions made by dedicated citizens in preserving these surroundings, which gives the community its unique sense of place and identity; and

WHEREAS, the City of Blanco supports and joins in this as "The National Historic Preservation Month." Blanco's citizens are called upon to take the following actions:

- ❖ **WALK** our Bindseil City Park with its trail with family members and friends. Look out within the city: the windmills, dark night starry nights, wide spaces, rock fences, rock water cisterns in by early settlers-found to be well-suited to our environment, and at the historic homes, downtown historic buildings, and the banks of the Blanco River to experience and learn more about the community they live in.
- ❖ **APPRECIATE** our historic sites, the clean crisp country air, and the people who work to preserve them, so they are here for us all to experience and enjoy.
- ❖ **SHOP** at every single retail store and have dinner with your close family members and friends at the City's Square.

NOW THEREFORE, I, Rachel Lumpee, Mayor of the City of Blanco do proclaim May 2022 as National Historic Preservation Month and call upon the citizens of Blanco to join their fellow citizens across the United States in recognizing and participating in this special observance.

Proclamation adopted by the City of Blanco on this _____ day of April 2022.

Rachel Lumpee, Mayor

ATTEST:

Laurie Cassidy, City Secretary

PRESENTATION 1

BLANCO ISD '22

BOND

our students • our future

Early Voting:
April 25 – May 3, 2022

Election Day:
May 7, 2022



SAFETY & SECURITY

Investing in the First Priority with Our Students

- Enhancements to Safety & Security at every school site
- Parent Drop Off & Pedestrian Traffic Upgrades



RENOVATIONS & NEW CONSTRUCTION

Preparing Our Students for the Future

- Renovations to the existing Elementary School Main Building
- Renovations to the existing Middle School Building, Kitchen & Competition Gym
- Renovations to the existing High School Main Building
- Construction of a new Elementary Physical Education Gymnasium
- Construction of a new Educational Center for the Arts
- Construction of a new High School Physical Education Gymnasium
- Improvements to Support Facilities at the Stadium and Baseball Complex



INFRASTRUCTURE IMPROVEMENTS

Updating Systems to Improve Our Student Experience

- Upgrades to HVAC at every school site
- Improvements to Parking, Sidewalks & Drainage at every school site
- Additions of Sidewalk Canopies for Drop Off & Pick Up

TOTAL BOND REQUEST: \$40 MILLION

If approved by voters, the 2022 Bond will produce

NO TAX RATE INCREASE

for Blanco ISD taxpayers

The state of Texas requires all school districts to indicate "This is a property tax increase" on any bond proposition. However, Blanco ISD's conservative financial stewardship allows the district to issue this bond WITHOUT increasing the debt service tax rate.

PRESENTATION 2

17th Blanco Lavender Festival
June 10-12, 2022

The Chamber of Commerce, in preparation for this year's Lavender Festival, would like to request the following from the City of Blanco:

1. Street Closures to begin at 5:00 p.m., Thursday, June 9 and ending Sunday, June 12 at 4:00 p.m.
 - a. 3rd Street at 281 to Pecan Street.
 - b. Pecan Street from 2nd to 4th Street.

The large barricade is requested to be placed at 3rd Street & 281. Signage will be added on to the barricade indicating that crossing 281 should be done at the light.

We would appreciate borrowing orange safety cones from the Public Works Department. These are used in various locations throughout the festival to reserve parking areas, block entrances and highlight changes of terrain.

Bindseil Park and the Pecan Bottoms have been reserved for our musical entertainment and vendor parking, respectively.

Communication is open and ongoing with Blanco Police Department and Blanco EMS.

We greatly appreciate the City's support of the festival for the past 16 years, and we look forward to another great year.

HOT Funds
Profit & Loss Month to Month
January 1, 2021 through March 1, 2022

	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 1, 22	TOTAL
Ordinary Income/Expense																
Income																
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,000.00	0.00	0.00	0.00	18,000.00
Total Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,000.00	0.00	0.00	0.00	18,000.00
Expense																
Admin	0.00	0.00	0.00	12,300.00	0.00	12,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,600.00
HOT Funds Dispersement	0.00	0.00	4,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,250.00
Marketing & Advertising	8,226.05	0.00	242.80	4,035.63	1,342.69	2,679.28	4,052.30	6,920.07	11,635.19	1,208.80	2,050.00	0.00	2,055.25	0.00	0.00	44,448.06
Memberships and Subscriptions	22.72	22.72	22.72	22.72	22.72	22.72	22.72	22.72	22.72	22.72	22.72	22.72	0.00	0.00	0.00	272.64
Night Sky	0.00	0.00	0.00	4,578.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,578.65
Rental for part of office space	0.00	0.00	0.00	300.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00
Visitor Center	0.00	0.00	0.00	3,600.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,200.00
Total Expense	8,248.77	22.72	4,515.52	24,837.00	1,365.41	18,902.00	4,075.02	6,942.79	11,657.91	1,231.52	2,072.72	22.72	2,055.25	0.00	0.00	85,949.35
Net Ordinary Income	-8,248.77	-22.72	-4,515.52	-24,837.00	-1,365.41	-18,902.00	-4,075.02	-6,942.79	-11,657.91	-1,231.52	-2,072.72	17,977.28	-2,055.25	0.00	0.00	-67,949.35
Net Income	-8,248.77	-22.72	-4,515.52	-24,837.00	-1,365.41	-18,902.00	-4,075.02	-6,942.79	-11,657.91	-1,231.52	-2,072.72	17,977.28	-2,055.25	0.00	0.00	-67,949.35



Blanco Chamber of Commerce

10/01/2021 - 04/07/2022

TOTAL CONTENT ENGAGEMENT = 27,634

Total actions taken - 27,634



316
PDF
Requests



188
Website
Click-Thrus



23,531
Page
Views



399
Video
Views



103
Slideshow
Views



80
Facebook
Click-Thrus



67
Instagram
Click-Thrus



79
Booking
Click-Thrus



2,518
Article
Views



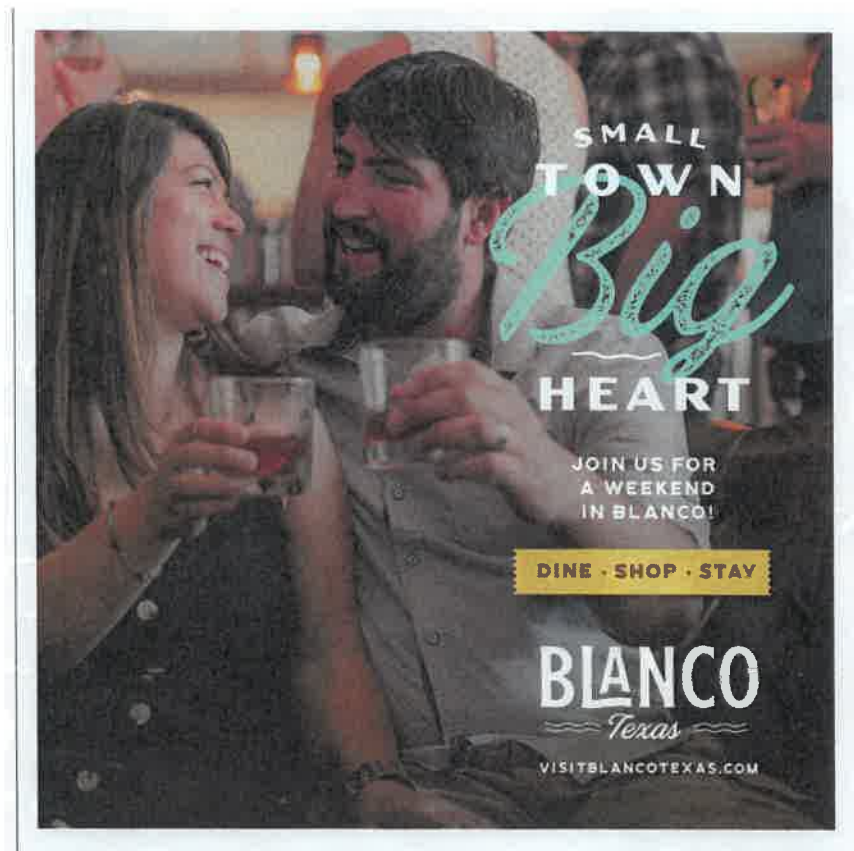
353
Content
Click-Thrus

Your Account Access

Name	User Type	Email Address	Last Login
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Texas Highways Events Calendar, Fall 2021



Texas Highways Magazine, February 2022

Texas Travel Guide 2022

lavender farms, bed-and-breakfasts, and locally owned accommodations. The area is popular with campers, anglers, and hunters. Events include Blanco Market Days and Christmas Market Days.

BLANCO STATE PARK—This park offers swimming, tubing, fishing, canoeing, and camping. Admission charge. 101 Park Road 23. 830-833-4333; tpwd.texas.gov

BREWERIES AND DISTILLERIES—Andalusia Whiskey, Milam & Greene Whiskies, and Real Ale Brewing Company. See TEXAS BEVERAGE TOUR section.

BUGGY BARN MUSEUM—Collection includes more than 200 unique buggies, carriages, and wagons. 1915 US 281 N. 830-833-5708; buggybarnmuseum.com

OLD BLANCO COUNTY COURTHOUSE—The Courthouse was built in 1885 and now serves as the official visitor center. Free. 300 Main St. 830-833-2211 or 830-833-5101; historicblanco.org or visitblancotexas.com

SCENIC DRIVE—RM 32 from US 281 2 miles south of Blanco offers views of Hill Country landscapes. Portions of the drive toward San Marcos follow a ridge called the Devil's Backbone.

BOERNE POP. 17,805

Boerne Visitor Center: 282 N. Main St. 888-842-8080; visitboerne.org

The town is rich with German heritage, including year-round festivals, events, and parades. It has an award-winning downtown historic district, which includes elevated shopping, dining, and public art. Hit the trail and explore around town or venture out to a variety of nearby parks.

THE AGRICULTURAL MUSEUM AND ARTS CENTER—The museum showcases antique farm equipment, horse-drawn implements, and household articles. It also hosts events. Call for weekday tours. 102 City Park Road. 210-445-1080; theagricultural.org

BOERNE CITY LAKE PARK—The park includes a boat ramp, a fishing pier, a volleyball court, and a seasonal floating water park. No motorized watercraft. 1 City Lake Road. 830-248-1635; visitboerne.org

BREWERIES AND WINERY—Boerne Brewery, Dodging Duck Brewhaus, Sister Creek Vineyards, and Tusculum Brewing Co. See TEXAS BEVERAGE TOUR section.

CASCADE CAVERNS—Take a guided one-hour tour. 226 Cascade Caverns Road. 830-755-8080; cascadecaverns.com

CAVE WITHOUT A NAME—This National Natural Landmark is a living cavern. Tour six major rooms. 325 Kreutzberg Road. 830-537-4212; cavewithoutaname.com

CIBOLO CENTER FOR CONSERVATION—Enjoy walking trails, birding, and tours of Heff Farm. 140 City Park Road. 830-249-4616; cibolo.org

HILL COUNTRY MILE—Culinary and walking tours are offered. Enjoy a walkable public art scene and the Cibolo Trail. Main Street. hillcountrymile.com

OLD JAIL MUSEUM—The Kendall County Historic Jail Museum houses Kendall County artifacts and history. 208 E. San Antonio St. 830-428-6191; thejail.org

TOURS—ci.boerne.tx.us/1280

Art al Fresco—Temporary and permanent outdoor sculpture collection is on display. Audio tour is available. 830-248-1617; artalfresco.org

Historical Tours—Pick up self-guided tour information at the visitor center or enjoy Boerne Walking Tours. visitboerne.org

BRACKETTVILLE POP. 1,691

Kinney County Chamber of Commerce: 830-563-0514; kinneycounty.org

This site was established as a supply village for adjacent Fort Clark. It is now a resort development and a trade center. Buildings of historical interest include St. Mary Magdalene Catholic Church and the Masonic Lodge Building, which was the original county courthouse.

FORT CLARK GUARDHOUSE MUSEUM—The museum highlights the fort's history, including Black Seminole Indian Scout and Buffalo Soldier artifacts. Admission charge. 830-563-2493; fortclark.com

KICKAPOO CAVERN STATE PARK—The park offers hiking, mountain biking, cave exploration, camping, birding, and evening bat flights (in season). Admission charge. 20939 RR 674. 830-563-2342; tpwd.texas.gov

SCENIC DRIVES—RM 674 and RM 334 lead north into scenic landscapes of the Hill Country. Several views are of the West Nueces River winding among steep cliffs and hills.

SEMINOLE INDIAN SCOUT CEMETERY—Burial site of more than 100 Seminole scouts who helped protect the Texas frontier. FM 693 west then south. seminolecemeteryassociation.com/cemetery.html

BRADY POP. 5,592

Brady/McCulloch County Chamber of Commerce: 888-577-5657 or 325-597-3491; bradytx.com

Courthouse square features craft and antiques shops. Several historical markers note the geographical center of Texas. Area parks offer year-round fishing, RV hookups, and primitive campsites. Events include Armed Forces Fly-In, July Jubilee, the World Championship Goat Cook-Off, and Hogtoberfest.

BRADY CREEK RESERVOIR—The reservoir offers picnicking, camping, fishing, boat ramps, and cabins. About 3 miles west of Brady via FM 2028. 325-597-2152

HEART OF TEXAS COUNTRY MUSIC MUSEUM—It honors more than 75 country musicians with displays, including costumes and instruments. 1701 S. Bridge St. 325-597-1895; hillbillyhits.com

HEART OF TEXAS HISTORICAL MUSEUM—The museum features early ranch, farm, and home exhibits, weapons, and memorabilia. 117 N. High St. 325-597-0526; heartoftexasmuseum.com

BROWNWOOD POP. 19,405

Brownwood Chamber of Commerce: 325-646-9535; visitbrownwood.com

Brownwood features a historic downtown shopping and cultural district, camp facilities, and hunting. It is home to Howard Payne University. *Conan the Barbarian* author Robert Howard lies in Historic Greenleaf Cemetery. Events include the Lone Star Fair and Expo and Christmas Under the Stars.

BROWN COUNTY MUSEUM OF HISTORY—The museum features Brown County history with exhibits and artifacts. Admission charge. 212 N. Broadway St. 325-641-1926; browncountymuseum.org

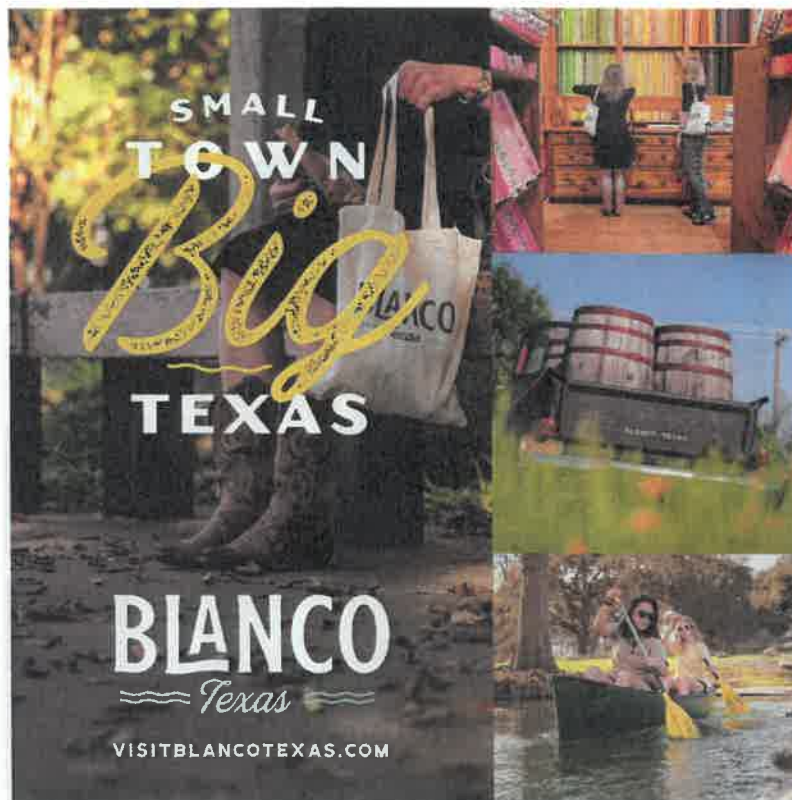
BROWNWOOD PUBLIC LIBRARY-HISTORY AND GENEALOGY LIBRARY—Includes census data, maps, land warrants, Daughters of the American Revolution genealogy, and black history. 213 S. Broadway St. 325-646-6006; browncountytexasgenealogy.com

CAMP BOWIE MEMORIAL PARK—Small park features vintage military equipment, a cannon, and armor. At Burnett Road and Morris Shepherd Drive

LAKE BROWNWOOD—The lake offers parks, boat docks, swimming, fishing, and boating. About 10 miles north of Brownwood off SH 279. 325-643-2609

LAKE BROWNWOOD STATE PARK—Hike the trails, cool off in the lake, and explore the legacy left by the Civilian Conservation Corps, including stone cabins and lodges. Admission charge. 200 Park Road 15. 325-784-5223; tpwd.texas.gov

MARTIN AND FRANCES LEHNIS RAILROAD MUSEUM—It includes model trains, railroad equipment, and photographs. Admission charge. 700 E. Adams St. 325-643-6376; brownwoodtexas.gov/228



STAFF
CITY HALL

**STAFF
POLICE
DEPARTMENT**

CONSENT
ITEM #1

**REGULAR MEETING AND PUBLIC HEARING
OF THE GOVERNING BODY OF
THE CITY OF BLANCO**

**Meeting Minutes
Tuesday, March 8, 2022, 6:00 pm**

A regular meeting and Public Hearing of the City Council, City of Blanco, Texas was held on Tuesday, March 8, 2022, at 6:00 pm at the Gem of the Hills, 2233 US 281, Blanco, Texas.

The meeting was called to order at 6:04 pm by Mayor Rachel Lumpee, followed by roll call (Laurie Cassidy) announcing a quorum was present. The invocation was presented by Pastor Carlos Cloyd and the Pledge of Allegiance was led by Mayor Lumpee. Council members present: Mayor Lumpee, Mayor Pro-Tem Saucedo, Councilmembers Smith, Barron, McClellan, and Divine.

City staff present: Warren Escovy, Laurie Cassidy, and Chief Rubin.

Mayor Lumpee made the following announcements: Congratulations to Officer Rodriguez for receiving Officer of the Year award from the Hill Country 100 Club; this year's Trash-off will be held March 28 through April 2 and is open to City residents only, voucher is required and can be picked up at City Hall during regular hours; KBB's event will be Saturday, April 2; Blanco youth baseball and softball opening day is on April 2 at Yett Park; Blanco County burn ban is in effect until March 22; Blanco Friends of the Library is having their dinner and movie night March 24; Blanco Lavender Festival will be held June 10-12; South Texas Blood & Tissue Bank will be at Gem of the Hills on March 16 from 1-6 pm; Gem of the Hills has partnered with TAMU AgriLife for the Walk Across Texas Program which will be March 20 through May 14; A follow-up to the Hometown Habitat "What should I plant" event will take place on March 20 at 6 pm at the Gem of the Hills; Happy International Women's Day!

Public Comments:

- Joe and Linda Sullivan, 631 Academy, spoke in favor of their special use permit request. Said they went through the City for proper permits and understands they might not be able to add additional units.
- J.T. Morgan, President of Protect Our Blanco, spoke regarding Task Force item 7 saying he is excited to see City covert current permit into TLAP permit over time and is excited to partner with the City.
- Ray Don Tilley spoke regarding Task Force item 7, reminding us we all share the Blanco River, and it is important to keep stuff out of the river. Congratulations on all your hard work taking care of the river.
- Lauren Ice, Protect Our Blanco, attorney, spoke in support of item 7 and the Task Force recommendations. Pleased to see agreement on so many of the items.

Pleased to not see engineering impediments. One sticking point is that the TLAP is NOT necessary. That is true if you want to maintain status quo. Otherwise, it is very necessary.

- David Baker, spoke in support of the Task Force item 7. He served on the Task Force the last year and a half. Primary objective map out plans and transition to TLAP permit. Worked hard to put plan together. Asking for approval of Task Force recommendations. Appreciate your consideration. Council Member Smith said thank you for your work on the Task Force.
- Margo Deke Griffin, Friends of Hondo, Tarpley, TX, spoke regarding the Pristine Streams petition. She has spent the past few years fighting permit applications. Asking the City to sign resolution rule change with TCEQ. This will not affect any current permits. Prevents upstream landowners from obtaining new permit.
- Donna Ledvina, property owner at 1407 Main and 281 Corridor Overlay Committee member spoke saying her grandfather came here in 1927, parents bought main street house, now owns the property off 281.

Proclamations:

Sexual Assault Awareness Month; Denim Day Proclamation was read by Mayor Lumpee.

Child Abuse proclamation was read by Mayor Lumpee

PRESENTATIONS:

1. Mayor Lumpee spoke regarding the "Small Town America Civic Volunteer" Award to be presented to Retta Martin (absent from the meeting).
2. Kim Kankel, a volunteer from the Highland Lakes Family Crisis Center spoke regarding Sexual Assault Awareness Month and Denim Day, April 27, 2022.
3. Mike Rieken, Chair of the Capital Improvement and Asset Management Advisory Committee provided Council with an update on the City streets overview as well as the water and wastewater systems.
4. Cliff Kaplan, Program Director with the Hill Country Alliance presented "Pristine Streams in the Hill Country" an educational slide presentation regarding What makes a stream pristine? Must have a very low 0.0t mg/L or less of phosphorus. Less than 1% of all classified stream segments in Texas can still be called truly pristine. The vast majority are in the Hill Country. Why are there so many Pristine streams in the Hill Country? Unique Geology, Flow Regimes, Unique Ecology. What is Phosphorus? It is a basic nutrient. It is also a byproduct of treated wastewater, which causes algal blooms when discharged into streams. Why is Phosphorus bad for pristine streams? Algal bloom can severely impact the ability of the creak or river to support bugs, fish, etc.

Closed regular meeting and opened Public Hearing at 7:02 pm.

PUBLIC HEARING

1. Approval of Annual UDC Updates Approved by Planning & Zoning Commission.

No comments; Closed Public Hearing at 7:02 pm.

STAFF PRESENTATIONS:

- City Hall, Warren Escovy spoke, Inframark started March 1, 2022. Damon Berryman was introduced as the new Project Manager. PEC to shut off power on March 17, 9 am to 5 pm city wide, City Hall will be shut down. City Hall has been busy and is looking to hire a City Engineer. Starting today we have hired a new Interim Finance Director. Blanco Trash Off is March 28 to April 2. Inframark and City will help City residents dispose of their trash at the City Yard.
- Police Department, Chief Rubin presented the 2021 Annual Report (which will be posted on the City website as well).

Consent Agenda: *The following items may be acted upon in one motion.* No separate discussion or action is necessary unless requested by the Mayor or a Council Member, in which those items will be pulled for separate consideration.

1. Approval of Minutes from the February 8, 2022, Regular City Council Meeting and Public Hearing.
2. Approval of Minutes from the February 14, 2022, Special City Council Meeting.
3. Approval of Amendment to Ordinance 2022-O-002 General Election Order, providing for the holding of a General Election on May 7, 2022.
4. Approval of Joint Election Agreement with the City of Blanco, Blanco Independent School District, and the Blanco Pedernales Groundwater Conservation District.
5. Approval of Resolution No. 2022-R-001 to Honor, Recognize and Retire City of Blanco K-9 "Maverick" upon his Completion of Service.
6. Approval of Amendment to Ordinance 2022-O-001 Highway 281 Overlay District Steering Committee, to Replace Irene Cage with Donna Ledvina to Represent Someone Living On US Highway 281 (Council Member Connie Barron).
7. Approval of Bill of Sale of Five City of Blanco Vehicles to Inframark.
8. Approval of Amendment to Clarify Easements to be Granted Under City Lift Station Buy/Sell Contracts.

A motion was made by Council Member Smith to approve Consent Agenda Items one through eight, (with Council Member Smith abstaining from item #8) seconded by Council Member Barron, all in favor, motion carried unanimously.

New Business: Consider, discuss, and take appropriate action on the following:

1. Consideration, Discussion, and Take Action on approval of Special Use Permit at 631 Academy Street (Pittsburg, Blk Pt of 34, Acres .918 (Owner: Joseph K. Sullivan) (Warren Escovy, City Administrator). Application for 2 rentals with request for additional rentals. Recommendation to approve allowed Units 2 and 3 but not the additional units. A motion was made by Smith to approve the existing structures at 631 academy, with the following: privacy screen to extend the fencing to be 7' tall and maintained by property owner and secondly, no plans submitted for review, no inspections, for life safety and must pass inspection, two additional units should be inspected for safety, deny plan for additional units, seconded by Council Member Barron. Council Member Divine requested the short term rentals be turned into long term rentals. UDC does not currently address long and short term rentals. **Council Member Smith withdrew his motion, Council Member Barron, seconded. – Tabled, all in favor, motion carried unanimously.**
2. Consideration, Discussion, and Take Action on approval of Replat and Rezoning Request at 413 9th Street & US 281, Lot 1, Block 4 Anna Harrison Addition (Owner: Roi Biton) (Warren Escovy, City Administrator). – **Tabled until April 12, 2022.**
3. Consideration, Discussion, and Take Action on the Approval of Annual UDC Updates Approved by Planning & Zoning Commission. **A motion was made by Council Member Barron to approve the annual UDC updates, seconded by Council Member Divine, all in favor, motion carried unanimously. Mayor Lumpee thanked the Planning & Zoning Commission for their hard work.**
4. Consideration, Discussion, and Take Action on approval of Contract for Interim Finance Services. Mr. Escovy said we have a City employee who will be out for an extended period, and we need to keep the finances moving forward so an interim finance person is very necessary. Contract with employee will be for a three month period. Number of hours per week is 40. **A motion was made by Council Member Barron to enter into contract with Rosie Vela, seconded by Council Member Smith, all in favor, motion carried unanimously.**
5. Consideration, Discussion, and Take Action on Approval of Recommendations on behalf of the Blanco Water Reclamation Task Force (Council Member Divine). Nick Dornack thanked Council and citizens for being at the meeting tonight. Four recommendations: 1) Begin work with TCEQ staff to complete a phased Texas Land Application Permit (TLAP) application utilizing existing plant infrastructure, storage ponds and city-owned lands to minimize potential for treated infrastructure, storage ponds, and city owned lands to minimize potential for treated effluent discharge into the Blanco River; 2) the TLAP permit should include additional phases to capture increased treatment capacity as additional storage and/or suitable lands become available for utilization under the TLAP; 3) to cover the balance of wastewater produced in exceedance of the capacity of the TLAP, complete a phased Texas Pollutant Discharge Elimination System (TPDES) to include water quality effluent limits that are protective of the nutrient-sensitive waters of the Blanco River. Final Phase of TPDES may not exceed a daily discharge rate of 0.225 MGD; 4) upon completion of any and all water use agreements for treated effluent, seek permit coverage first under the TLAP.

If water use agreements do not meet statutory/permit requirements of the TLAP, seek coverage for beneficial reuse of the maximum amount available of treated effluent through Ch. 210 Authorizations. Council Member Smith asked about the Protect Our Blanco letter. Council Member McClellan asked about the discharge route with neighboring property owner. Council Member Smith asked to hear from our City Engineer, Tom Turk, Freeland Turk **A motion was made by Council Member Divine to approve the Task Force recommendations and direct staff to negotiate a new TLAP application with phased adoption of no discharge, with reference to the Protect Our Blanco sample guidelines, seconded by Council Member Barron, all in favor, motion carried unanimously.**

6. Consideration, Discussion, and Take Action on Approval of Resolution No. 2022-R-002 Pristine Rivers and Streams (Council Member Connie Barron). Council Member Barron said this Resolution says the City supports the petitioned TCEQ rule change prohibiting the agency from authorizing the discharge of treated domestic wastewater pollutants into any creeks or streams located within the drainage area of the portion south of the Upper Blanco river. **A motion was made by Council Member Barron to adopt Resolution No. 2022-R-002, seconded by Council Member Smith, all in favor, motion carried unanimously.**
7. Consideration, Discussion, and Take Action on Selection of City Engineer for City Administrator to Negotiate Contract (Warren Escovy, City Administrator). **A motion was made by Council Member Barron to authorize City Administrator to negotiate contract with Ardurra (Byron Sandaford introduced himself), seconded by Council Member Smith, all in favor, motion carried, unanimously.** Mayor Lumpee added Ardurra has experience with grant writing and has worked with Inframark.
8. Consideration, Discussion, and Take Action to Authorize City Administrator to Negotiate Development Agreement Between 42 on 32 RV Park and the City of Blanco, Texas (Warren Escovy, City Administrator). 42 on 32 RV Park is an RV Park that is outside of Blanco and the Blanco ETJ but has received water from the City since around August 2019. Currently the park has one tap and serves 114 connections and has plans to use additional City water when proposed amenities (like splashpad or small water park) are designed and constructed. Council Member Smith said we have an obligation to our citizens to bill uniformly. **A motion was made by Council Member Smith to authorize our City Administrator to address billing and allowable uses, and uniformly bill according to our City standards, (inside and outside our City limits), seconded by Mayor Pro-Tem Saucedo, all in favor, motion carried unanimously.**
9. Consideration, Discussion, and Take Action on Approval of Change Order 004 to the Water Treatment Plant Contract to Include Changing the Line Item Scope From Rafter Replacement to One Rafter Plate Repair and 21 Rafter Seal Welds to Minimize Erosion to the Rafter Ends. This is A No-Cost Scope Only Change Order (Tom Turk, Freeland Turk, City Engineer).

10. Consideration, Discussion, and Take Action on Approval of Change Order 005 to the Water Treatment Plant Contract to Include Removal and Replacement of the Wier Box Within the GST. This Change Order will Increase the Contract by \$5,834.97 and add 4 Days to the Completion of the Project (Tom Turk, Freeland Turk, City Engineer).

A motion was made by Council Member Smith to approve agenda items number 9 and 10, Change Order No. 004 and No. 005 in the amount of \$5,834.97 and add 4 days to the completion of the Project, seconded by Council Member Barron, all in favor, motion carried unanimously.

Closed regular meetings at 9:11 pm and convened into executive session.

Executive Session in accordance with Texas Government Code: in accordance with the authority contained in the Texas Government Code, Sections 551.071, 551.072, and 551.074.

1. Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct and 551.072 (Real Estate). Confer with City Attorney regarding Canyon Lake Water SC (CLWSC) desire to purchase a portion of City's interest undivided interest.

Closed executive session at 9:32 pm and reconvened into regular meeting.

Item 1: No action taken

Adjournment:

A motion was made by Council Member Smith to adjourn the meeting, seconded by Council Member Barron, all in favor.

Meeting was adjourned at 9:33 pm.

Respectfully submitted,

Rachel Lumpee, Mayor

ATTEST:

Laurie A. Cassidy, City Secretary

These minutes were approved on the _____ day of _____, 2022.

CONSENT
ITEM #2



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

4/8/22

STAFF REPORT: Independent Contractor Agreement for Interim Finance Director

DESCRIPTION: An independent contractor agreement for the position of Finance Director which is a 90-day term (which started on March 8, 2022) that can be extended 30 days at a time. Rosie Vela would be an independent contractor and not an employee of the City.

ANALYSIS: City of Blanco is a full-service city that provides many services to its citizens. The current finance director is currently unable to fulfill the duties of the position and we have contacted a qualified independent contractor who has been a finance director in several cities including San Marcos and most recently Ingleside, Tx. She has experience in Fund accounting, improving bond ratings, debt service, and has decades of experience helping towns of all sizes with their finances.

The City's current Finance Director is out indefinitely but may want to come back to work some time in the future. Working with an interim finance director will give the City flexibility and the expertise to complete work and financial reporting in a timely manner.

FISCAL IMPACT: Hourly rate of \$55 plus Contractor will be reimbursed for mileage expense, at the current IRS mileage rate, incurred for bimonthly travel to and from City Hall, in Blanco, Texas and her residence in Corpus Christi, Texas. She will also be reimbursed for lodging while she lives in Blanco.

RECOMMENDATION:

Approve the contract as written.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made effective the last date stated below between City of Blanco, Attn: City Administrator, 300 Pecan St., Blanco, Texas 76205, (the "City"); and Rosie Vela, 6125 Queen Jane St., Corpus Christi, Texas 78414, (the "Contractor"); as follows:

WHEREAS the City is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the City; and

WHEREAS the Contractor is agreeable to providing services to the City on the terms and conditions set out in this Agreement.

NOW THEREFORE, City and Contractor (individually the "Party" and collectively the "Parties") agree as follows:

Services Provided

1. The Parties agree to engage the Contractor to provide the City with services as Interim Finance Director, in accordance with customary and standard work, procedures and processes typically assigned to a finance director of a municipality of the size and characteristics of the City (the "Services").

2. The Services may also include other special tasks assigned to Contractor by City.

Term & Termination

3. The term of this Agreement (the "Term") will begin on March 8, 2022 and will remain in full force and effect through June 7, 2022, subject to earlier termination as provided in this Agreement; and further subject to an additional thirty (30) day extension at the City's option. Additionally, the Term of this Agreement may be extended by mutual written agreement of the Parties.

4. If either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement, for cause.

5. Either Party may otherwise terminate this Agreement at any time for any reason.

Compensation

6. For the services rendered by the Contractor as required by this Agreement, the City will provide compensation (the "Compensation") to the Contractor at an hourly rate of \$55.00 per

hour, not to exceed 40 hours per week; provided, by mutual written agreement between City and Contractor the number of hours worked per week may be adjusted.

7. Contractor will provide monthly invoices to the City on or before the fifteenth (15th) of each month, and any such invoice shall include the dates and times of services rendered as well as total amount due. Thereafter, the City will make payment to Contractor within fifteen (15) business days of receipt of any such invoice; provided there is no question or dispute by the City, which shall be promptly resolved by consultation between the Parties.

8. Contractor understands and agrees that as an independent contractor she will receive gross payment for services rendered without any tax withholding of any kind. Therefore, Contractor is solely responsible for any tax due on account of payment under this Agreement.

Reimbursement of Expenses

9. Contractor will be reimbursed for mileage expense, at the current IRS mileage rate, incurred for bimonthly travel to and from City Hall, in Blanco, Texas and her residence in Corpus Christi, Texas. No other reimbursable expenses are anticipated in this agreement; provided, if any such expenses arise, they shall be submitted in advance for review and approval by the City.

Confidentiality

10. Confidential information (the "Confidential Information") refers to any data or information relating to the City, of any kind, which a) would reasonably be considered to be private or proprietary to the City, b) that is not otherwise known or public, and c) the release of which would reasonably be expected to cause harm of any kind to the City.

11. The Contractor agrees that she will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the City. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.

12. In addition to the foregoing, all written and oral information and materials disclosed, provided by, or relating to, the City, in the possession of the Contractor under this Agreement, is Confidential Information.

Ownership of Materials and Intellectual Property

13. All intellectual property and related materials (the "Intellectual Property"), including any related work in progress developed or produced under this Agreement, will be the sole property of the City.

14. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement, except by the written consent of the City. The Contractor will be responsible for any damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

15. Upon the expiration or termination of this Agreement, the Contractor will return to the City any City property, documentation, or records, and any Confidential Information, in Contractor's possession.

Independent Contractor

16. The Contractor is acting as an independent, freelance contractor and not as an employee. The Contractor and the City acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notices

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be in writing and delivered to the Parties of this Agreement at the addresses stated above, or to such other address as any Party may provide to the other.

Indemnification

18. Each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Legal Expenses

19. In any legal action to enforce or interpret any term of this Agreement, the prevailing Party may recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Assignment & Entirety

21. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the City. This Agreement states the entire agreement of the Parties, and there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided herein.

Governing Law & Venue

22. This Agreement and its enforcement is governed by the law of the State of Texas, without regard to any law relating to conflicts of law. Venue for any dispute hereunder shall lie exclusively in Blanco County, Texas.

Severability

23. If any of the provisions of this Agreement are determined to be invalid or unenforceable in whole or in part, all other provisions will remain valid and enforceable.

Waiver

24. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party is not a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures hereto on the dates set forth below.

CITY OF BLANCO

ROSIE VELA

By: Rachel Lunpee
Its: Mayor

Date: 03/08/2022

Date: _____

CONSENT
ITEM #3



MEMO

TO: Mayor and Council

FROM: Rosie G. Vela, CPA, CGFO, Interim Director of Finance

SUBJECT: Amending Fiscal Year 2020-2021 Budget

DATE: April 5, 2022

For the Fiscal Year 2020-2021, the Hotel Motel Fund was inadvertently omitted from the budget ordinance that was adopted on September 22, 2020. The amount of Hotel Motel Taxes received for fiscal year 2020-2021 was \$110,621.37 and the amount expended from this fund was \$63,660.14 paid to the Chamber.

In addition, the loan for the Water Treatment Plant from the Water Development Board for \$3.6 million was not included. Of this total amount, \$1.9 million was expended during the Fiscal Year 2020-2021. This project will be reflected as a capital asset on the Balance Sheet of the City as of September 30, 2021, with an offsetting Note Payable. This budget also needs to be approved by Council.

CONSENT
ITEM #4

**PROFESSIONAL SERVICES AGREEMENT
ARDURRA GROUP, INC. AND THE CITY OF BLANCO**

THE CITY OF BLANCO, Texas, a Texas municipal corporation (OWNER and CLIENT) engages Ardurra Group, Inc. (ENGINEER) to perform professional services under the following terms and conditions:

- I. **SERVICES:** ENGINEER agrees to provide General/Additional Engineering Services and Services for Public Works Construction Projects in conformance with the following descriptions, terms and conditions:
 - A. **GENERAL/ADDITIONAL SERVICES:** See Attachment "A".
 - B. **PUBLIC WORKS CONSTRUCTION PROJECTS:** See Attachment "B".
 - C. Byron Sanderfer, P.E., CFM will be the Project Manager for this contract and will be billed hourly at \$180.00. ENGINEER will notify the CLIENT in writing if the Project Manager changes during the duration of this agreement.
- II. **COMPENSATION:** Client agrees to pay ENGINEER for the services described above in accordance with the descriptions, definitions, terms and conditions found in Attachment "C".
- III. **DURATION:** This Agreement shall be effective for a period of one (1) year beginning from the date that the CLIENT's signature is affixed to this agreement. The Agreement shall automatically be renewed each year until terminated in accordance with Paragraph VIII of this Agreement.
- IV. **PAYMENT:** ENGINEER will invoice CLIENT monthly in amounts based on ENGINEER's estimate of the amount of Basic Services completed plus charges for Additional Services performed. CLIENT agrees to pay ENGINEER at his office in Bexar County, Texas the full amount of the invoice within 30 days of the date of the invoice.
- V. **INSURANCE AND INDEMNITY:** ENGINEER agrees to maintain Worker's Compensation Insurance to cover all its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage due to accidents arising in the course of services performed by ENGINEER under this Agreement.

The policies of insurance so required shall include OWNER as an additional insured and include contractual liability insurance covering ENGINEER'S indemnity obligations under this contract. The insurance policies shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to OWNER.

TO THE FULLEST EXTENT PERMITTED BY LAW ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, AND AGENTS AND EMPLOYEES OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTED TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ENGINEER, A CONSULTANT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. SUCH AS OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THE SECTION V.

IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION V, BY AN EMPLOYEE OF ENGINEER, A CONSULTANT, ANYONE DIRECTLY OR INDIRECTLY

EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION V SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR ENGINEER OR A CONSULTANT UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

- VI. **OPINIONS OF COST:** ENGINEER has no control over the following items which impact project construction costs: labor cost, material cost, equipment cost, services furnished by others, Contractors' methods of determining prices, competitive bidding conditions, and market conditions. Therefore, the Engineer's Opinions of Probable Project Cost and of Probable Construction Cost are understood to be made on the basis of his experience and represents his best judgment as a qualified Professional Engineer familiar with the construction industry and the ENGINEER does not guarantee that estimates, proposals, bids or actual Project and Construction Costs will not vary from the Engineer's Opinion of the Probable Project Cost of Opinion of Probable Project Cost or Opinion of Probable Construction Cost.
- VII. **REUSE OF DOCUMENTS:** All documents prepared by ENGINEER pursuant to this Agreement, including drawings, and specifications are instruments of service with respect to projects. They are not intended or represented to be suitable for reuse by OWNER or others for extending the original project or on any other projects. OWNER may reuse Engineer's documents, but any reuse without written verification or adaptation by ENGINEER for the additional purpose will be at the OWNER'S sole risk and without liability or legal exposure to ENGINEER. Any variation or adaptations requested of ENGINEER by OWNER shall entitle ENGINEER to further compensation.
- VIII. **TERMINATION:**
- A. Either OWNER OR ENGINEER may terminate this Agreement at any time prior to completion of ENGINEERS's services. Terminations shall be initiated by a letter providing thirty (30) days written notice to the other party at its address of record.
- B. **COMPENSATION PAYABLE ON TERMINATION:** On termination by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER as follows:
- 1) Public Works Construction Projects (phase complete): CLIENT shall pay to ENGINEER the entire lump sum amount previously agreed upon for the completed phase in accordance with Attachment "C", Paragraph B.
 - 2) Public Works Construction Projects (phase incomplete): CLIENT shall pay ENGINEER the lesser of the following two amounts:
 - a) The amount required in VIII.B.1, or
 - b) The amount determined by applying the hourly and reimbursable rates specified for General/Additional Services in Attachment "C", Paragraph A, to the portions of the phase that have been performed prior to the date of termination.
 - 3) General/Additional Services: CLIENT shall pay ENGINEER the amount determined by applying the hourly and reimbursable rates specified in Attachment "C", Paragraph A, to the extent of services that have been performed prior to the date of termination.
- IX. **SUCCESSORS AND ASSIGNS:** OWNER and ENGINEERS each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither OWNER nor ENGINEER shall assign, sublet or transfer his interests in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

- X. SPECIAL PROVISION: This instrument, with Attachments "A", "B", and "C", contains the entire Agreement between OWNER and ENGINEER.
- XI. INVALIDATION: This Agreement shall become invalid unless it is executed by OWNER within ninety (90) days of the ENGINEER's signature date or unless the period is extended in writing by the ENGINEER.
- XII. MODIFICATIONS: No one has authority to make verifications in or additions to terms of this Agreement on behalf of OWNER or ENGINEER other than a person duly authorized by the party's appropriate authority, and then only in writing signed by the party's appropriate authority.
- XIII. CHANGE OR SUSPENSION OF WORK; Without invalidating this agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work by written amendment, a change order, or a work change directive. Upon receipt of any such document, ENGINEER shall promptly proceed with the work involved. At any time, with or without cause, OWNER may suspend the work or any portion thereof. ENGINEER shall be allowed an adjustment in the contract price or an extension of the contract time, or both, directly attributable to any such suspension.
- XIV. ATTORNEY'S FEES: In the event of any controversy, claim, or dispute between the parties that arises out of or relates to this agreement, the prevailing party will be entitled to recover from the other party any attorney's fees, expenses and costs.
- XV. GOVERNING LAWS AND VENUE: This contract shall be governed by the laws of the State of Texas and venue, all legal proceedings hereunder shall be in Blanco County, Texas.

Engineer: Ardurra Group, Inc.

Owner: The City of BLANCO

Signature: *Byron Sanderfer*

Signature: _____

Printed Name: Byron Sanderfer

Printed Name: _____

Title: Regional Public Works Practice Director

Title: City Administrator

Date: March 17, 2022

Date: _____

Approved as to form:

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT "A"
GENERAL/ ADDITIONAL SERVICES
SCOPE OF WORK

1. Provide Project Representative and other personnel as required for on-site construction observation.
2. Property survey and establishment of boundaries and monuments with related computations and drafting.
3. Preparation of property or easement descriptions.
4. Preparation of special reports required for marketing of bonds.
5. Small design assignments with construction costs less than \$150,000.
6. Appearances before regulatory agencies.
7. Assistance as an Expert Witness in litigation with third parties arising from the development or construction of a project or for other reasons. The work may include the preparation of engineering and reports.
8. Special investigations; preparation of rate schedules; earnings and expense statements; feasibility studies; evaluations; and material audits or inventories required for certification of force account construction performed by OWNER.
9. Soil and foundation investigations including field and laboratory tests, borings, related engineering analyses, and recommendation.
10. Detailed inspection of materials or equipment.
11. Travel and subsistence required of the ENGINEER and authorized by OWNER.
12. Preparation of applications and supporting documents for government permits.
13. Preparation of environmental statements.
14. Preparing for and attending public hearings and other meetings.
15. Preparation of operating instructions and manuals for facilities.
16. Training of personnel and assistance in operation of facilities.
17. Surveying related to construction layout.
18. Technical review of subdivision plats and zoning cases.
19. Any other special or miscellaneous assignments specifically authorized.

ATTACHMENT "B"

PUBLIC WORKS CONSTRUCTION PROJECTS SCOPE OF WORK

A. Preliminary Design Phase

1. Attend preliminary conferences with OWNER and other interested parties, including public meetings when project is presented and discussed.
2. Establish the scope of soil investigation, special surveys and tests. Arrange for such work to be done. OWNER shall contract directly with the party performing the soil investigation, special survey and/or tests.
3. Prepare a preliminary engineering report that indicates the problems and alternate solutions with preliminary layouts, opinion of probable construction costs, and ENGINEER's recommendations.

B. Detailed Design Phase

1. Establish the scope of additional soil investigations, special surveys and tests required for design. Arrange for such work to be done. OWNER shall contract directly with the party performing the soil investigation, special survey and/or tests.
2. Furnish engineering data necessary for application for routine permits required by government agencies. Preparation of applications and other participation in the application process are considered Additional Services.
3. Provide field surveys required in the design of the project.
4. Prepare detailed specifications and contract drawings (contract documents) for construction. Prepare additional documents required for bidding.
5. Prepare detailed opinions of probable cause.
6. Furnish OWNER with all necessary copies of approved contract documents, including notices to bidders and proposal forms.

C. Bidding Phase

1. Assist OWNER with advertisement of the Project for bids.
2. Assist OWNER with opening and tabulation of the bids as follows:
 - a. Assist with distribution of contract documents.
 - b. Attend and lead the bid opening meeting.
 - c. Tabulate received bids and check extensions for correctness.
 - d. Check financial references and past project references for the two (2) apparent low bidders.
 - e. Make recommendation for the award of the construction contract.
3. Assist in the preparation of formal Contract Documents.

D. Construction Phase

1. Make at a minimum, 1 visit to the construction site every week to observe the progress and quality of the work and to determine if the work is generally proceeding in accordance with the plans and specifications. Submit monthly reports relating to such visits. The OWNER may request additional visits and reports as Additional Services. The ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or for the Contractor's failure to construct the project in conformance to the contract documents.
2. Consult with and advise OWNER. Issue instructions to Contractor as requested by OWNER. Prepare and issue routine Change Orders approved by OWNER.
3. Review samples, catalog data, schedules, shop drawings, laboratory tests, shop tests, and mill tests of material and equipment and other data that the Contractor submits for general conformance with the Contract Documents. The review by ENGINEER does not relieve Contractor of any of Contractor's responsibilities including, but not limited to, confirmation of dimensions at the project site, implementation of appropriate safety measure& to protect workers and the public, and construction of a complete and workable facility in accordance with the Contract Documents.
4. Obtain and review Contractor's monthly estimates and requests for payment. Furnish recommendations to OWNER. Assemble written guarantees that are required by the contract documents.
5. Perform a final project review with the OWNER for compliance with the Contract Documents and submit recommendations concerning project status to OWNER.

ATTACHMENT "C"

ARDURRA GROUP, INC. RATE SCHEDULE

A. GENERAL/ADDITIONAL SERVICES

Engineering, Planning:

Position	Hourly Rate
Principal	\$230.00
Senior Project Manager	\$205.00
Project Manager	\$180.00
Senior Engineer	\$160.00
Project Engineer	\$140.00
EIT III	\$125.00
EIT II	\$120.00
EIT I	\$110.00
Senior CADD Technician	\$118.00
CADD Technician	\$110.00
GIS Specialist	\$110.00
Construction Observer II	\$145.00
Construction Observer I	\$125.00
Project Architect	\$145.00
Environmental Engineer	\$150.00
Environmental Specialist	\$110.00
Clerical	\$70.00
Professional Surveyor	\$170.00
Director of Survey Parties	\$150.00
SIT	\$130.00
Field Crew (2-Man)	\$180.00
Senior Planner	\$150.00
Planner	\$100.00

Review of Subdivision Plats and Plans:

1. Residential Plats
 - Residential Preliminary Plat (Base).....\$315 per plat
 - Residential Final Plat (Base).....\$315 per plat
 - Lot fee in addition to base
 - 1-20 Lots.....\$22 per lot
 - 21-100 Lots.....\$16 per lot
 - 101 or more.....\$11 per lot

2. Residential Plans
 - Residential Street and Drainage
Plan Review
 - 1-50 Lots.....\$500
 - 51 or more.....\$750

3. Commercial and Other Plats
 - Commercial Preliminary Plat (Base).....\$315 per plat
 - Commercial Final Plat (Base).....\$315 per plat
 - Plus..... \$200 per plat

4. Commercial Plans
 - Commercial Street, Drainage, TIA, Storm Water
Management Plan and Site Grading.....Hourly based on Rate Schedule

Reproduction work, - Prevailing commercial rates; Subcontractors, consultants, etc. - Cost plus 10%; All other expenses- Cost plus 10%.

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payment may be charged an interest rate of 1.5% per month of the unpaid balance.

B. PUBLIC WORKS CONSTRUCTION PROJECTS

1. Compensation shall be a fixed fee based on percentage of construction costs as shown in the table below. Complex projects may require higher fees that will be negotiated as required. "Construction Cost" is the actual bid amount plus Change Orders plus Engineer's Opinion of Probable Cost-where bids and Change Orders are not applicable.

<u>Construction Cost of Project</u>	<u>Minimum Basic Fee</u>
\$150,000 or less	
\$150,001 to \$250,000	18.3%
\$250,001 to \$500,000	17.2%
\$500,001 to \$750,000	15.9%
\$750,001 to \$1,000,000	15.2%
\$1,000,001 to \$2,000,000	14.2%
\$2,000,001 to \$3,000,000	13.0%
\$3,000,001 to \$5,000,000	11.9%
\$5,000,001 to \$10,000,000	10.6%
\$10,000,001 or more	9.98%

Negotiated Lump Sum Fee

Major Task Orders will be compensated on the basis of a negotiated lump sum fee. Such tasks shall include but not be limited to:

- a. Street and/or Drainage Maintenance PS&E's
- b. Capital Project PS&E's
- c. Street Maintenance Master Planning
- d. Drainage Master Planning
- e. Development of other Master Plans (e.g., Major Thoroughfare Plan)
- f. City Code Development or Revision Consulting Services
- g. Grant Writing Support
- h. MS4 Permit Support

*All above Fees and Rates do not include travel expenses and other direct costs. Auto mileage will be billed at the approved IRS rate (currently \$0.565/mile) plus 15%. All other direct billed service (lodging, printing, postage, etc.) will be billed at actual costs plus 15%.

CONSENT
ITEM #5



2233 US Highway 281 North ★ P. O. Box 1572
Blanco, Texas 78606 ★ 830-833-2713

Non-Profit and Community Outreach Rental Application

Date of Application: 3/31/22 Date of event(s)/activity center use: 2nd Tues Council Meeting

Booking Time (includes set-up and breakdown/cleaning):

Start: 6pm End: N/A

Name of Organization: City of Blanco

Nature of the event/activity for the facility use and description of how the event benefits the Gem of the Hills and/or the community at large. (Use back of form if necessary.)

2nd Tuesday Council meetings APR, May, June, July, Aug, Sept.

Number of Attendees: N/A

Selling items/charging tickets: Yes No If "Yes," specify: _____

Contact person and person taking responsibility of the use of the activity center:

Name: _____ Email: _____

Phone # 1: _____ Phone #2: _____

Address: _____

I have read the Guidelines for Rental of Gem of the Hills Activity Center and agree to all of the policies and procedures.

Signature: _____ Date: _____

Staff Use Only

Approved: Rental Rate

Approved by: BOD Extended Prior Agreement
Board member signature

Notes: \$200 x 6 = \$1200.00

CONSENT
ITEM #6

1) Dell optiplex 7010
tower 6FH8Y1

2) Dell optiplex 7010
tower 6FGF8Y1

3) Dell XPS 1K0QSSZ-T00

4) Dell optiplex 3020
service tag SN9DQSR1Z

5) Dell monitor
CN-0W H320546633 -
71C-1430

6) HP monitor 1CR9010315

7) Dell monitor CN 0EJ066-6418016
74P-0F3A

8) Microsoft Key board

9) Logitech Key board

10 - Black monitor
stand

11 - Canon Printer Black
maxify MB2720

12 - Brother printer white
MFC-L3750 CDW

13 - netgear Router - GS105

14 - Onn Black monitor
3092540

15 - Sony CD-R/RW playback
Boom Box

16 - Grey Brother Typewriter
SX 4000

17 - 3 drawer rolling cart

CONSENT
ITEM #7



3029 SH 29 EAST, BURNET, TEXAS 78611 | 512.756.2316 | WWW.TXDOT.GOV

08/30/2021

Kelly Kuenstler, City Administrator
City of Blanco
318 Pecan S
Blanco, TX 78606

Project: STP 2017(423) TAPS
Control: 0914-23-012
Highway: CS - Blanco
County: Blanco

RE: Completion of Records Review

To Whom It May Concern:

This office has completed the review of the records for the above referenced project and is satisfied with the contract administration documentation. For this reason, the final request for reimbursement has been approved and processed for payment. This office is making a recommendation to the Austin District Construction Section that the project be closed and a Statement of Cost be provided to the City.

Please ensure the City adheres to the records retention as required within the project's Advance Funding Agreement. This office appreciates the efforts and diligence of the staff of the City. If we can be of any further assistance, please contact our office at (512) 756-2316.

Sincerely,

DocuSigned by:

Cathleen A Kratz, P.E.

E10D77F9866E43A...

Cathleen Kratz, P.E.

Burnet Office Area Engineer

(512) 715-5701 (Office)

Cathy.Kratz@txdot.gov

Cc: Miranda Webb, TxDOT - AUS Construction
Michelle Meaux, TxDOT - AUS Project Delivery
Joseph Muck, TxDOT - Burnet Assistant Area Engineer



MEMORANDUM

TO: Miranda Webb
Austin District

DATE: November 19, 2021

FROM: Taylor Melancon
Federal Aid/FIN

SUBJECT: Statement of Cost

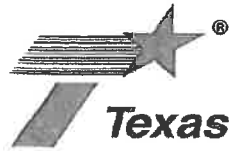
In accordance with an agreement negotiated with TXDOT, the entity stated below participated in the referenced project. The final Statement of Cost on this project produced the following numbers:

TXDOT Project Number: 2017423 STP 2017(423)TAPS
Project ID: 14091423012
Entity: City of Blanco

Amount Deposited:	\$	22,095.00
Amount Chargeable:	\$	<u>33,546.99</u>
Deficit:	\$	11,451.99

We concur with the charges contained therein and the additional funds needed.

FIN will begin the collection process on your behalf.



Texas Department of Transportation

125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

ENTERED
12/28/21 LC

Invoice

November 29, 2021

City of Blanco
ATTN: Mayor
P.O. Box 750
Blanco, TX 78606

Invoice #: LOC00060256
Project ID: 14091423012
Customer ID: 004400
Due Date: 12/29/2021
Amount Due: \$11,451.99

To Whom It May Concern:

The above referenced project has been completed and accepted by the State. Final auditing by this office revealed additional funds due to TxDOT.

Please refer to the attached final Statement of Cost to see the breakdown of total construction costs, advanced payments received to cover the local's share of the estimated costs and the remaining balance due. Please remit a check made payable to the "Texas Department of Transportation" in the amount show above within 30 days from receipt of this letter.

Forward all payments to:

Texas Department of Transportation
ATTN: Financial Management - Revenue
P.O. Box 149001
Austin, TX 78714-9001

*Sidewalk project
7th, Cherry + 11th St*

To ensure proper credit to your account, please include the above Project ID and invoice number on all payments and/or correspondence.

If you should have any questions concerning this matter, please refer to the contact listed on the attached Statement of Cost.

*Joe Muck - Engineer
Office*

Sincerely,

Financial Management Division

RECEIVED
DEC 02 2021

STATEMENT OF COST
City of Blanco

PROJECT	CNSTF-LGPT	CNST-LC1	TOTAL
TxDOT PROJECT # 2017423 STP 2017(423)TAPS CSJ - 0914-23-012	\$ 19,030.00	\$ 873,704.94	\$ 892,734.94
			% Participation
CNSTF-LGPT LGs Responsibility			20.00% 3,806.00
CNST-LC1 LGs Portion			20.00% 174,740.99
Total Amount Chargeable To Entity			<u>178,546.99</u>
In-Kind Donation			100.00% 145,000.00
Advanced Cash Payments			22,095.00
Less Amount Chargeable			<u>33,546.99</u>
Total Amount Due From the Entity			\$ (11,451.99)

Submitted By: Miranda Webb

DocuSigned by:

Miranda Webb

42BC9572E22C4EF...

DATE: 11/19/2021

Ext.
+15128327179

OLD BUSINESS

ITEM #1



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

4/8/22

STAFF REPORT: A request from Mr. Joseph Sullivan for a Special Use Permit to allow two Short Term Rentals behind the principal home (a long term rental) that is now built and has been used a short term rental since July 2022. The second request was to build an additional 2 units on the same property (which has now been withdrawn by said applicant).

DESCRIPTION:

Two Short term rentals were approved by the previous City Administrator and was built in the summer of 2022. The two short term rentals (three total on the property of .91 acres) reside on 631 Academy Street which was in the R-District and is now zoned in the R-2 District. Based on the R-2 District CA Kelly Kuenstler sent a letter to the Sullivans on November 1st in regards to the violations of having two STRs and the need for a Special Use Permit to allow them.

ANALYSIS:

The Planning and Zoning Commission found that the UDC allows for two short term rentals on that property. They also found that Mr. Sullivan had requested permits and was allowed to build the two STRs that are now existing and have been in use since July 2022.

FISCAL IMPACT:

Those two units are income producing and taxes are being paid.

RECOMMENDATION: Planning and Zoning recommends to City Council that the two Short Term rental units that were permitted by the former City Administrator be approved. The two additional units (which Mr. Sullivan withdrew) is not being recommended by Planning and Zoning for approval.



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

November 1, 2021

Joe & Lynda Sullivan
591 Stonehedge Pass
Blanco, TX 78606

RE: 631 Academy, Blanco, TX

Dear Mr. and Mrs. Sullivan:

In regards to your questions in the correspondence dated above, I have attached the following:

1. The current city rate code with accompanying Ordinance No. 2020-0-006 which addresses water & sewer rates.
2. Ordinance No. 2017-0-001 is attached for your convenience. If the house at 631 Academy is long term rental property, the HOT tax does not apply.
3. Thank you for attempting to comply with the city's sign ordinance. Just because you are going to apply for a variance does not mean that you can continue placing illegal signs. One has been removed; however, there is still one remaining. As requested by the police and myself, please remedy this violation.
4. As explained to Mrs. Sullivan at city hall, the most recent set of plans at City Hall actually indicate that the two (2) buildings behind your rental property referenced above are a garage and a workshop. They are not approved for two (2) short term rental units. This must be remedied as well.
5. If you would like a list of businesses in Blanco that are paying taxes, please submit this as an open records request to the City Secretary and she will determine (through our legal counsel) what tax reports she is able to release.

On behalf of the City of Blanco, we are here to work with you and look forward to resolving the rate, plans, tax and sign issues. Please let me know how I can assist.

Respectfully,

Kelly Kuenstler
City Administrator (Interim)

RECEIVED

APR 08 2022

Joe and Lynda Sullivan
591 Stoneledge Pass
Blanco, Texas 78606

April 8, 2022

Att: Mr Warren Escovy, City of Blanco Legal Council
Blanco City Administrator/City of Blanco Attorney

Dear Administrators,

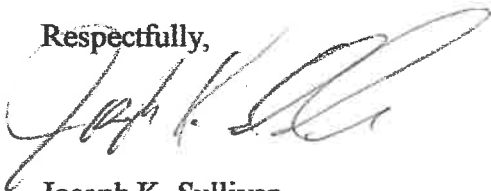
It has been brought to my attention by legal council that under the State of Texas Local Government Code CHAPTER 245 it is not necessary to pursue a supplemental use permit (SUP) for the two permitted remodeled structures located at 631 Academy St. Blanco, Texas 78606. Additionally, Section 1.4 para (2) pp. 4 and Section 1.9 para (1a) pp.5 of the City of Blanco Unified Development Code provide a "Grandfather Clause" under Existing Developments and Projects in Construction.

The City of Blanco, with full knowledge, has acknowledged the existence of the short-term rental properties located at 631 Academy St. since June 2021 by accepting a 7% HOT tax and reclassification of water/sewer rates to reflect commercial use.

There are currently no city ordinances or codes that define "short-term" rental properties within the Blanco city limits, nor is there a process to request a permit for "short-term" property rentals.

City of Blanco letter dated October 21, 2021 (attachment #1) from Ms. Kelly Kuenstler (City of Blanco Administrator - Interim) acknowledged 631 Academy St. to be mixed zoned use and appropriately suited for short-term rentals provided new zoning laws, setback requirements and land size were accommodating.

Respectfully,



Joseph K. Sullivan



City of Blanco

P.O. Box 750
Blanco, Texas 78606

Office (830)833 - 4525

Fax (830)833 - 4121

October 21, 2021

Linda Sullivan
591 Stoneledge Pass
Blanco, TX 78606

Re: Property at 631 Academy, Blanco, TX

Dear Ms. Sullivan:

Thank you for stopping by city hall today and I apologize for not having more answers for you regarding your questions at the above property. I wanted to share the answers I do have for you today so that you can make applicable adjustments.

1. The property referenced above (1 house and 2 rear cabins) at 631 Academy is zoned mixed use.
2. You have been paying for water & sewer at a rate code of 1, this is a residential rate. The rate you should have been paying is a rate code 10 which is a multi-family rate. For future billing, the City will bill your account as a multi family rate for water and solid waste.
3. You are operating short term rentals from the above referenced address but have not paid any HOT taxes to date. If you need assistance with paying your future and delinquent taxes, you can view the website comptroller.texas.gov. You can also get assistance from our Finance Dept. at City Hall.
4. You mentioned that you were upset about the signs, it was me who asked the police department to begin to enforce the sign ordinance. I told you when we spoke that the sign was illegal but that I had not received a complaint on it. I also told you that we would eventually begin enforcement.
5. You asked about placing 2 more cabins on the property. Under mixed use, you can legally do this. However, determination must be made if you have enough land to be able to place two (2) more cabins on this piece of property as well as setbacks.
6. You CAN get water and sewer to the two (2) proposed cabins if we determine that setback requirements are met, that zoning allows for it and that the property is large enough to accommodate the additional cabins.

I would suggest that you complete the attached variance application so that you can get the process started. There is a Planning and Zoning meeting on November 1, 2021. The next Planning & Zoning Meeting is scheduled for December 6, 2021.

Please let me know if I can assist you.

Respectfully,

Kelly Kuenstler
City Administrator (Interim)

City of Blanco

Application for Variance Request Owner/Applicant Information

4631 Academy

1. Owner Information (the holder (s) of a legal or equitable interest in the Subject Property as shown by the deed records of Blanco County.

Property owner's full legal name: * Joseph K. Sullivan		
Property owner's mailing Address:		
City: BLANCO	State: TX	Zip Code: 78606
Home Phone:	Work Phone:	Cell: 360-672-1689
Email Address: JSulli1972(AT)AOL.COM		

2. Applicant Information (a person Seeking approval of an application ; can be the Owner or Designated Representative of the Owner)

<input type="checkbox"/>	Same as Owner (if checked, skip to Section 3) ✓	
Applicant's full legal name:		
Applicant's mailing address:		
City:	State:	Zip Code:
Home Phone:	Work Phone:	Cell Phone:
Email Address:		

3. Designated Contact (the individual who the Owner or Applicant has Chosen to receive all communications on his/her behalf related to the Application):

<input type="checkbox"/>	Same as Owner (skip to section 4)	<input checked="" type="checkbox"/>	Same as applicant (skip to Section 4)
Contact name:			
Contact mailing address:			
City:	State:	Zip Code:	
Home Phone:	Work Phone:	Cell Phone:	

4. Additional Information Required Of Business Entities Only:

Is The Owner a Corporation or Partnership? Yes (complete this section) No (skip and go to section 5)

Attach a letter on company stationery, signed by an authorized individual, authorizing the Applicant to file an Application on behalf of the company.

Not Applicable. The Company is serving as the Applicant.

5. Owner's / Applicant's Certification

I hereby certify that the information provided herein is true and correct to the best of my knowledge.

Signature: *Joseph K. Sullivan*

Date: 28 NOV 2021

Printed Name: Joseph K. Sullivan

Special Use
Letters to MB
12/13/21

Feb 7 R&Z
Feb 8 Council

City of Blanco Application for a Variance Request
Property Information

1. Owner Information:	
Property Owner's Full Legal Name:	JOSEPH KEVIN SULLIVAN

2. Property Information (the property or tract for which this application has been submitted.)				
911 street address of property (if established) 631 ACADEMY ST BLANCO, TX 78606				
Legal Description:				
Lot:	Block: 34	Subdivision: P. HSBURG BIX 34	Sec:	Phase:
If not located in Subdivision: Survey:				
Abstract:			Recorded (Vol/Page)	

3. Type of Variance being requested
--

- 1. Sign
- 2. Building setback
- 3. Administrative
- 4. Other (please Explain) SPECIAL USE PERMIT (SUP)

All Applicants Complete the Following:
--

Ordinance and section being appealed	Requirements of Regulation	Variance Sought from requirements
		REQUESTING SUP FOR FOR TWO UNITS LOCATED ON 631 ACADEMY ST PROPERTY. (SHORT-TERM RENTALS)
		GRAND FATHER UP TO TWO ADDITIONAL UNITS (SUP) WHEN ZONING LAWS CHANGE.

Hardship Findings (attach additional sheets if necessary):

Describe the actual situation of the subject property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the ordinance:

(See Attachment)

Describe how strict enforcement of the provisions of the ordinance that are sought to be varied will (A) deny the applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in the City of Blanco with similarly timed development and (B) deprive the Applicant the reasonable use of his/her land, and that failure to grant this variance would result in undue hardship to the Applicant:

We have invested a large sum of money to create a clean, comfortable environment for people to enjoy. Losing income from rentals will significantly hurt applicants!

Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the enjoyment/use of adjacent property owners:

Clean, modern, centrally located units. No health risks or safety concerns whatsoever!

Describe how the hardship sought to be avoided is NOT the result of (A) the applicant's own actions (self imposed or self created) and/or (economic or financial hardship)

We worked closely with city of Blanco representatives before, during and after the entire process.

Describe how the variance will improve the functionality of the property:

Provide an outstanding venue for rural visitors
clean, close, quiet to downtown area

Attach any requested building plans, site plans, plats, surveys, or any other pertinent documents having any importance to this request behind this sheet and list documents and descriptions below:

- 1.
2. * All request were approved by MR DAVES
3. Between July 2020 and
4. completion of project we
5. + RIO Blanco contacted
6. had multiple meetings
7. to confirm code/permit
8. compliance

[Signature]

CITY OF BLANCO

CODE ENFORCEMENT OFFICER

WILL DAVES

CODECOMPLIANCE@CITYOFBLANCO.COM

300 PECAN STREET
P.O. BOX 750
BLANCO, TX 78606
830-833-4375

9.

Owner's/ Applicant's Certification:

I hereby certify and agree to the following:

1. I have carefully read the complete Application and know all statements herein and in the attachments hereto are true and correct to the best of my knowledge.
2. The Owner of the Subject Property, if different from the Applicant, has authorized the submittal of this application.
3. No work in relation to the requested variance may start until such variance is approved by the City Council of the City of Blanco.
4. Variance approval may be revoked if any false statements are made herein.
5. As the Owner of the above property or Duly Authorized Applicant, I hereby grant permission to the City of Blanco, its employees, officers and Duly appointed board and commission members to enter the premises to make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Signature:

Joseph K. Sullivan

Print Name:

JOSEPH K. SULLIVAN

Date

18 NOV 2021

Required Documents for Variance Submittal

1. Legal description and plat of subject site.
Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper, not letterhead, or the subdivision name with lot and block number.
2. Map, clearly showing the site in relation to the adjacent streets and distance to the nearest thoroughfare.
3. Names and Addresses of legal property owners within 200 feet of the block or parcel (this can be obtained at the Blanco County Appraisal District located at 615 Nugent Ave. Johnson City, TX 78636. (830) 838-4013.)
4. A completed application.
5. A filing fee of \$750.00 plus \$7.58 per property owner within 200 feet.

Joe + Lynda Sullivan
591 Stoneledge Pass
Blanco, Texas 78606

November 26, 2021

City of Blanco
Att: Planning and Zoning Review Board

Dear Review Board,

On August 21, 2020 we (Joe and Lynda Sullivan) went under contract with Rio Blanco Contractors to remodel two existing units located behind the main house located at 631 Academy Street. One unit is defined as a carport, the other as a wood shed (see attachment). With consultation between the City of Blanco Code and Compliance enforcement officer, Rio Blanco Contractors, and Joe + Lynda Sullivan (Jul, Aug 2020), it was determined that a remodel permit was needed to comply with code since no major structural changes were to be made to the existing structures. We were also ensured by Code and Compliance officer that the property was classified as mixed use (residential and commercial) and that the property was correctly classified for either short-term or long-term rental properties. Additionally, we worked with Blanco public works to determine best water/sewer options which would work best for both parties. At no time were we made aware of any additional requirement to pursue a special use permit for the two remodeled units.

The remodel project was completed in late June 2021 and we started renting the units as short-term properties. On November 1, 2021, we received a letter from Ms. Kelly Kuensler (City Administrator, Interim) informing us that our two short-term rental properties were not properly approved based on the documentation that she had. On November 17, 2021 we met with Ms. Kuentler to determine the proper course of action. She recommended that we request a Special Use Permit (SUP) through the City of Blanco Planning and Zoning Review Board.

We have operated our business in good faith, in what we believed to be the correct process based on numerous interactions with the City of Blanco representation before, during and after the remodeling process. Additionally, all short-term rental properties have been correctly coded for water usage and all City of Blanco Hotel Tax (HOT) have been paid and are up to date.

We are requesting a SUP for the back two remodeled units (carport, wood shed) and for up to an additional two unit if we decide to pursue that opportunity after zoning laws change (request grandfathered in if we decide to pursue at a later date).

Since late June 2021, we have provided the City of Blanco with two clean, comfortable, strategically located units for visitors to enjoy. There is no doubt that the visitors are increasing the City of Blanco tax base by indulging in the many wonderful opportunities our community has to offer. Your assistance in this matter is greatly appreciated.


Joe and Lynda Sullivan

OLD BUSINESS

ITEM #2



City of Blanco

P.O. Box 750 Blanco, Texas 78606

Office 830-833-4525 Fax 830-833-4121

4-8-22

STAFF REPORT:

DESCRIPTION: Request from Mr. Roi Biton to rezone his property from R-5 to C-1 zone.

ANALYSIS:

Staff had requested that Mr. Biton give specific type of use that he wants on his property because it is very possible that the applicant might have a use that can be approved with a Special Use Permit instead of a C-1. Being a lot off of US-281 and near residential the Planning and Zoning Commission would like to preserve this area as R-5 if at all possible.

Mr. Biton failed to appear at the Planning and Zoning Commission three times. Without a specific use stated P&Z felt compelled to deny his request.

FISCAL IMPACT:

RECOMMENDATION:

P&Z recommendation to City Council is to deny the request.

City of Blanco

Application for Variance Request Owner/Applicant Information

413 9th St # 281

1. Owner Information (the holder (s) of a legal or equitable interest in the Subject Property as shown by the deed records of Blanco County.

Property owner's full legal name: * Aqua Blu Services Inc		
Property owner's mailing Address: 808 Main St Blanco TX 78606		
City: Blanco	State: TX	Zip Code: 78606
Home Phone: 210 607 9870	Work Phone: 210	Cell: 210 383 2404
Email Address: Aqua Blu Services@gmail.com		

2. Applicant Information (a person Seeking approval of an application ; can be the Owner or Designated Representative of the Owner)

<input checked="" type="checkbox"/> Same as Owner (if checked, skip to Section 3)		
Applicant's full legal name:		
Applicant's mailing address:		
City:	State:	Zip Code:
Home Phone:	Work Phone:	Cell Phone:
Email Address:		

3. Designated Contact (the individual who the Owner or Applicant has Chosen to receive all communications on his/her behalf related to the Application):

<input checked="" type="checkbox"/> Same as Owner (skip to section 4)	<input type="checkbox"/> Same as applicant (skip to Section 4)	
Contact name: Melissa Cox		
Contact mailing address: 808 Main St		
City: Blanco	State: TX	Zip Code: 78606
Home Phone:	Work Phone:	Cell Phone: 210 319 0940

4. Additional Information Required Of Business Entities Only:

Is The Owner a Corporation or Partnership? Yes (complete this section) No (skip and go to section 5)

Attach a letter on company stationery, signed by an authorized individual, authorizing the Applicant to file an Application on behalf of the company.

Not Applicable. The Company is serving as the Applicant.

5. Owner's / Applicant's Certification

I hereby certify that the information provided herein is true and correct to the best of my knowledge.

Signature: [Signature]
Date: 6-18-2021

Printed Name: Roi Bilon

Plat & Rezoning

**City of Blanco Application for a Variance Request
Property Information**

1. Owner Information:
Property Owner's Full Legal Name: <u>Roi Biton</u>

2. Property Information (the property or tract for which this application has been submitted.)				
911 street address of property (if established) <u>413 9th St Blanco TX 78606</u>				
Legal Description: <u>0.182 AC track of land of Horace Eagleston Survey no 24</u>				
Lot:	Block: <u>4</u>	Subdivision:	Sec:	Phase:
If not located in Subdivision: Survey:				
Abstract: <u>no 1</u>			Recorded (Vol/Page) <u>142 Page 586</u>	

Abstract
no

3. Type of Variance being requested
--

1. Sign
2. Building setback
3. Administrative
4. Other (please Explain) Re-zone to commercial

All Applicants Complete the Following:

Ordinance and section being appealed	Requirements of Regulation	Variance Sought from requirements

Hardship Findings (attach additional sheets if necessary):

Describe the actual situation of the subject property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the ordinance:

N/A

Describe how strict enforcement of the provisions of the ordinance that are sought to be varied will (A) deny the applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in the City of Blanco with similarly timed development and (B) deprive the Applicant the reasonable use of his/her land, and that failure to grant this variance would result in undue hardship to the Applicant :

N/A

Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the enjoyment/use of adjacent property owners:

N/A

Describe how the hardship sought to be avoided is NOT the result of (A) the applicant's own actions (self imposed or self created) and /or (economic or financial hardship)

N/A

Describe how the variance will improve the functionality of the property:

MORE ROOM FOR PARKING, AND FOR MY GROWING BUSINESS

Attach any requested building plans, site plans, plats, surveys, or any other pertinent documents having any importance to this request behind this sheet and list documents and descriptions below:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____

Owner's/ Applicant's Certification:

I hereby certify and agree to the following:

1. I have carefully read the complete Application and know all statements herein and in the attachments hereto are true and correct to the best of my knowledge.
2. The Owner of the Subject Property, if different from the Applicant, has authorized the submittal of this application.
3. No work in relation to the requested variance may start until such variance is approved by the City Council of the City of Blanco.
4. Variance approval may be revoked if any false statements are made herein.
5. As the Owner of the above property or Duly Authorized Applicant, I hereby grant permission to the City of Blanco, its employees, officers and Duly appointed board and commission members to enter the premises to make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Signature: _____

Print Name: _____

Date _____

Required Documents for Variance Submittal

1. Legal description and plat of subject site.
Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper, not letterhead, or the subdivision name with lot and block number).
2. Map, clearly showing the site in relation to the adjacent streets and distance to the nearest thoroughfare.
3. Names and Addresses of legal property owners within 200 feet of the block or parcel (this can be obtained at the Blanco County Appraisal District located at 615 Nugent Ave. Johnson City, TX 78636. (830) 838-4013.)
4. A completed application.
5. A filing fee of \$600.00 plus \$7.00 per property owner within 200 feet.

ALL APPLICATIONS MUST BE SUBMITTED TO CITY HALL 20 DAYS PRIOR TO THE FIRST MONDAY OF THE MONTH. LATE SUBMITTALS WILL BE SCHEDULED FOR THE FOLLOWING MONTHS PLANNING AND ZONING COMMISSION MEETING DUE TO NOTICE REQUIREMENTS.

HOW THE PROCESS WORKS

Once a complete application is submitted to City Hall it is reviewed by staff for completeness. If all required documents are submitted a public notice is mailed to all affected property owners within 200 feet of the parcel in question. A public hearing is then scheduled for the regularly scheduled meeting of the City of Blanco's Planning and Zoning Commission with is held on the first Monday of every month.

The Planning and Zoning Commission will review the application, have a public hearing and take comments from the applicant and affected property owners and decide by vote to approve or disapprove the rezoning. **This is a recommendation and not final approval.**

The Planning and Zoning recommendation is then sent to the City Council. The City Council meetings are scheduled for the 2nd Tuesday of every month. The City Council will again have a public hearing and take comments from the applicant and affected property owners and decide by vote to either approve or disapprove the request.

Once a decision has been rendered a letter will be sent to the application informing them of the decision.

IT IS HIGHLY RECOMMENDED THAT YOU AS THE APPLICANT ATTEND BOTH MEETINGS TO ANSWER ANY QUESTIONS THAT MAY ARISE.

The next regularly scheduled meeting of the Planning and Zoning Commission is:

_____ at _____ p.m. at the Byars Building located at 308 Pecan Street, Blanco TX.

The next regularly scheduled meeting of the City Council Meeting is:

_____ at _____ p.m. at the Byars Building located at 308 Pecan Street, Blanco TX.

If you have any further questions or concerns please contact City Hall (830)833-4525.



LOT 1, BLOCK 4, ANNA HARRISON ADDITION
 (AS FOUND MONUMENTED) RECORDED IN VOLUME 8, PAGE 145, DEED RECORDS, BLANCO COUNTY, TEXAS AND AS SHOWN ON THE OFFICIAL MAP OF BLANCO, TEXAS RECORDED IN VOLUME 1, PAGE 15, DEED RECORDS, BLANCO COUNTY, TEXAS, ALSO BEING SITUATED IN THE HORACE EGGLESTON SURVEY NO. 24, ABSTRACT NO. 1, BLANCO COUNTY, TEXAS AND BEING PART OF CERTAIN 0.182 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 213505, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS AND ALL OF WHICH IS CALLED 0.181 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 191741, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS

SPECIAL FLOOD HAZARD AREA NOTE
 300-YEAR FLOOD HAZARD MAP HAS BEEN OBTAINED FROM THE TEXAS DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE. THE 300-YEAR FLOOD HAZARD MAP IS A TECHNICAL DOCUMENT WHICH PROVIDES INFORMATION ON THE LOCATION OF FLOOD HAZARD AREAS. THE CITY OF BLANCO HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND HAS DETERMINED THAT THE PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA. HOWEVER, THE PROPERTY IS ADJACENT TO A FLOOD HAZARD AREA. THE CITY OF BLANCO HAS DETERMINED THAT THE PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA. HOWEVER, THE PROPERTY IS ADJACENT TO A FLOOD HAZARD AREA.

GENERAL SURVEY NOTES
 1. THE PLAT IS MADE FROM THE ORIGINAL SURVEY RECORDS. THE SURVEY RECORDS ARE THE ORIGINAL RECORDS OF THE SURVEY. THE SURVEY RECORDS ARE THE ORIGINAL RECORDS OF THE SURVEY. THE SURVEY RECORDS ARE THE ORIGINAL RECORDS OF THE SURVEY.



APPROVAL OF THE CITY SECRETARY
 I, LARRY A. CHERRY, CITY SECRETARY, OF THE CITY OF BLANCO, DO HEREBY CERTIFY THAT THIS INSTRUMENT IS THE INSTRUMENT OF AUTHORITY AS SET FORTH BY THE CHARTER OF THE CITY OF BLANCO, TEXAS, AND THAT THE SAME HAS BEEN RECORDED IN THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS.

APPROVAL OF THE CITY SECRETARY
 I, LARRY A. CHERRY, CITY SECRETARY, OF THE CITY OF BLANCO, DO HEREBY CERTIFY THAT THIS INSTRUMENT IS THE INSTRUMENT OF AUTHORITY AS SET FORTH BY THE CHARTER OF THE CITY OF BLANCO, TEXAS, AND THAT THE SAME HAS BEEN RECORDED IN THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS.

WCR
 LAND SURVEYING
 1030 W. 17TH STREET, SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.8800
 FAX: 303.733.8801
 WWW.WCRSURV.COM

JOB NO. 1467-21
 DRAWN BY: WJT
 CHECKED BY: OAJ
 SHEET: 1 OF 1

CURRENT CONFIGURATION
 SCALE 1"=80'

413 9th St & 281 (main) St