

**NEW BUSINESS**

**ITEM #1**



# City of Blanco

P.O. Box 750 Blanco, Texas 78606

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

April 12, 2022

## STAFF REPORT:

**DESCRIPTION:** Enter into a Services consultant agreement with Avenu Analytics to accomplish three targeted areas of Misallocated Sales tax revenue (SUTA), Short term rental taxes (STR), and a review of franchise fees.

## ANALYSIS:

The former administrator had been in contact with Avenu Analytics about recovery of sales taxes that may have been "misappropriated" to other entities or not fully collected. I reached out to Avenu's Brandi Sanner to also have her look at some other services which would include collecting all hotel motel taxes that accrued through Short term rentals and to also look at missed opportunities within our franchise fees in the City.

1. SUTA (35% contingency)
2. Clearview (\$2,500 annual fee) analytics and forecasting (this may not be something we asked for but might be of interest for you)
3. STR monitoring (Included in administration)
4. Discovery Recovery- (all lodging tax) (50% contingency) can adjust...
5. Field Audit (optional compliance auditing for lodging taxes) (\$2,000 per property)
6. Administration (all lodging tax) (\$195 per property)

## FISCAL IMPACT:

Unknown but could be very substantial.

## RECOMMENDATION:

Staff recommends that you approve the services agreement as written

1. SUTA (35% contingency)
2. Clearview (\$2,500 annual fee)analytics and forecasting
3. STR monitoring (Included in administration)
4. Discovery Recovery- (all lodging tax) (50% contingency) can adjust...
5. Field Audit (optional compliance auditing for lodging taxes) (\$2,000 per property)
6. Administration (all lodging tax) (\$195 per property)

Franchise fee – separate agreement

## Avenu Insights & Analytics Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") by and between Avenu Insights & Analytics, LLC, a Delaware limited liability company ("CONSULTANT") and City of Blanco, a government entity in the State of TX ("CLIENT"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

### A. Services

1. CONSULTANT will provide CLIENT with the services described in EXHIBIT A which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement.

### B. Compensation

1. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, incorporated, and included herein.

### C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three (3) years following the date of execution, and automatically renew for two subsequent one-year terms if neither party has cancelled (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty-days (30) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to CONSULTANT's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government

sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

4. **Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e., FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

**If to CLIENT:**

City of Blanco  
Attn: Warren Escovy  
PO Box 750  
Blanco, TX 78606-0750  
Phone: (830) 833-4525  
Email: [cityadmin@cityofblanco.com](mailto:cityadmin@cityofblanco.com)

**If to CONSULTANT:**

Avenu Insights & Analytics  
Attn: Contracts Department  
600 Beacon Parkway West, Suite 900  
Birmingham, AL 35209  
Phone: 205-423-4144  
Email: [contracts@avenuinsights.com](mailto:contracts@avenuinsights.com)

6. **Representative or designees:** CONSULTANT Primary Representative/Project Manager shall be:

Brandi Sanner, Client Services Manager  
12301 Kurland Dr. Ste 150, Houston, TX 77034  
Phone: 985-590-0787/Email: [Brandi.Sanner@avenuinsights.com](mailto:Brandi.Sanner@avenuinsights.com)

For the convenience of the CLIENT, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

7. **Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.
8. **Limitation of Liability:** In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage. In addition, CONSULTANT's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CLIENT's exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks

between CONSULTANT and the CLIENT and CONSULTANT's pricing reflects the allocation of risk and limitation of liability specified herein.

9. **Insurance:** CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants, and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. **Equal Opportunity to Draft:** The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives, and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. **Ownership of Documents:** Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.
13. **Intellectual Property Rights:** The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.
14. **Public Release and Statements:** Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark, or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In

addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
17. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

**"CLIENT"**

**City of Blanco**  
a Municipal Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"CONSULTANT"**

**Avenu Insights & Analytics, LLC.**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# STATEMENT OF WORK

## SALES/USE TAX COMPLIANCE REVIEW DISCOVERY/RECOVERY, AUDIT AND ADMINISTRATION SERVICES

### *Objectives and Methods*

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CONSULTANT's Sales/Use Tax Compliance Review is designed to assist CITY in enhancing its sales/use tax revenues by detecting, documenting, and correcting sales/use tax errors thereby producing previously unrealized revenue for CITY. The Administration service offers a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up, and reporting of the local lodging tax. This service includes all correspondence, forms, and other such services to ensure appropriate and timely remittance of the tax.

### **1. SALES/USE TAX COMPLIANCE REVIEW**

#### *Scope of Work*

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In providing the Sales/Use Tax Compliance Review, CONSULTANT shall:

- Meet with CITY's designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the CITY and define logical checkpoints for reviewing progress.
- Perform a review of the CITY's businesses' sales/use tax remittances in an effort to ensure proper application of local sales/use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the CITY, CONSULTANT will assist the businesses, as necessary, in the preparation and filing of amended returns and/or reallocation requests with the Comptroller's office in order to gain compliance. CONSULTANT and/or the CITY may also provide additional documentation to the Comptroller's office to request its assistance in gaining compliance from taxpayers as needed.

#### *Deliverables*

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##### **Progress Reports**

CONSULTANT will provide periodic progress reports to CITY in the form of status updates. CONSULTANT's progress reports will identify errors detected, documented and corrected.

##### **City Assistance**

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CITY shall assist CONSULTANT by providing information and assistance necessary to perform the Sales/Use Tax Compliance Review to include, without limitation, the following:

- Providing CONSULTANT historical sales/use tax information including but not limited to confidentiality reports previously received from the Comptroller for past periods, if available.
- Issuing necessary documentation to the Comptroller to allow CONSULTANT to access and receive detailed confidentiality reports on an on-going monthly basis.
- Providing a letter of introduction identifying CONSULTANT as an authorized agent of the CITY to perform the Sales/Use Tax Compliance Review and to receive and examine taxpayer records necessary to assure sales/use tax compliance.
- Pursuing in good faith corrective action on errors detected by CONSULTANT.
- Issuing necessary documentation to the Comptroller to correct errors validated by CONSULTANT.

The parties agree that the CITY and/or the Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the CITY's sales/use tax, recognizing that CONSULTANT's role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors by taxpayers in the application, calculation, collection, and/or remittance of sales/use taxes

and, ii) providing CITY with technical assistance, without assuming or being delegated the authority or responsibility of CITY to administer, interpret, and enforce its sales/use taxes.

## 2. CLEARVIEW, SALES/USE TAX ANALYSIS & REPORTING SERVICE

### SCOPE OF WORK

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**1. CLEARVIEW Service.** Within thirty (30) days of receipt of the first monthly and/or quarterly sales tax data from the applicable governmental authorities, CONSULTANT shall provide CITY with electronic access to the CLEARVIEW product.

a. **General Reporting Contents.** The CLEARVIEW product is dependent on availability of data received from applicable governmental authorities. This product allows CITY's staff to interact with specified tax data collected by or for the city; The CLEARVIEW product also provides CITY with access to sales and use tax data online and via mobile devices. In addition, reports can be exported to Microsoft Excel or Adobe PDF formats. The reports available may include:

- A monthly cash performance
- A monthly economic dashboard.
- A budget comparison dashboard.
- A monthly cash reports.
- A business look-up report.
- A taxpayer ranking report.
- Geo-areas.
- GIS mapping.

b. **Sales Tax Forecast.** CLEARVIEW includes a sales tax revenue forecast that identifies historical sales tax and projected sales tax for pessimistic, most likely and optimistic scenarios.

c. **Accuracy.** The CLEARVIEW reports rely on information provided by applicable governmental authorities and third parties. CONSULTANT has no obligation to verify, remove redundancies, or otherwise clean or standardize the information provided by state authorities or any third parties.

d. **Timing.** CONSULTANT's obligation to provide the CLEARVIEW Service is conditioned on CITY's delivery of required, signed documentation to CONSULTANT to access the proper data from the applicable governmental authorities.

### CITY ASSISTANCE

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#### Confidentiality

The information provided to the CITY in the CLEARVIEW product is confidential. It is not open to public inspection. CITY may use the information only for lawfully permitted purposes. (Tex. Tax Code §321.3022(f)). Unauthorized distribution of confidential information by an officer or employee of a government agency is punishable by 6 months in jail and a \$1,000 fine (Tex. Govt. Code § 552.352). CITY shall not use the CLEARVIEW reports for any purpose other than economic forecasting and shall not distribute the CLEARVIEW reports to any person unless that person is legally entitled to access the information in the CLEARVIEW reports, or except as may otherwise be required by law or court order.

#### Data

For CONSULTANT to provide the CLEARVIEW product, the CITY shall deliver annually to CONSULTANT the signed documents required to access the proper data from the State Comptroller.

#### Additional Terms

a. **License.** CONSULTANT grants to CITY a generic, non-concurrent user license for authorized CITY employees to access the CLEARVIEW product for so long as this Agreement is in effect. Each of CITY's designated users must be submitted in writing to CONSULTANT. CONSULTANT will provide the user with the necessary log-in information. CITY has the obligation to protect those login credentials.

b. **Limitations of Liability.** CONSULTANT is not responsible for any breach of data resulting from CITY's failure to protect passwords or systems used to access the Service. CONSULTANT does not warrant that the service is error free. CONSULTANT disclaims all other warranties with respect to the software, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. Some jurisdictions do not allow the exclusion of implied warranties or

limitations of how long an implied warranty may last, or the exclusion of limitation of incidental damages, so the above limitations or exclusions may not apply to CITY. In no event shall CONSULTANT or its licensors, suppliers, or licensees be liable to CITY for any consequential, special, incidental, or indirect damages of any kind arising out of the performance or use of the service, even if CONSULTANT has been advised of the possibility of such damages.

- c. **Non-disclosure.** CITY's use of the new CLEARVIEW services is conditioned on CITY's agreement not to make the service or any of output of the system available to CONSULTANT's competitors. Nothing in this provision prohibits the CITY from exporting data and formatting it for its own use or from making documents marked as 'public' known to the public.

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### 3. SHORT-TERM RENTAL SERVICES

Using its Short-Term Rental Compliance Software, Avenu will be responsible for providing the following modules and components as part of this agreement:

#### a. Targeted Web Crawling

- i. Data collection and archiving from over 80 different short-term rental websites including Airbnb, HomeAway, Flipkey, Booking, Vacasa, Evolve, Corporate Housing, Craigslist
- ii. Data collection from at least 2 unique local popular sites based on search engine ranking
- iii. Data collection is run at least 4 times per week; staggered over day, night, weekday, and weekend
- iv. Collect and store calendar availability data for at least 6 months each time listing data is collected
- v. De-duplication assistance with STR listings and photos up to 10 listings at a time on one screen
- vi. Archive and estimate gross revenue via review or calendar bookings for a 36-month retrospective view
- vii. Identify STR calendar booked periods less than 31 nights in a row
- viii. Generate statistics on room type, occupancy rate, dynamic heat maps, nightly rates, and other metadata in a dashboard report
- ix. Capture of time stamped STR listings data in HTML, PNG, JPG, or PDF, reviews in JSON format
- x. Capture of calendar data in database format, and exportable to CSV
- xi. Detect names of the operator(s) in the reviews and count their occurrences
- xii. Automated STR Licensee cross-checking via geo-locating and metadata match

#### b. Web Portal

- i. 24/7 accessible web-portal with keyword-search by username, address, business name, listing ID, license number
- ii. Log into a secured, password-protected web-based graphical user interface
- iii. Compatible with desktop, tablet, and mobile version of internet browsers
- iv. Schedule downloads and delivery by email of STR reports
- v. Navigate listings by keyword search and by interactive map with dynamic filtering
- vi. Display of radius and distance to nearest STR (100-1000 feet radius) on Map
- vii. Report statistics by neighborhood, HOA, or council ward
- viii. Reporting on 67 different data points
- ix. Reporting on calendar occupancy for a 3-month period in table format including weekend bookings
- x. Generate Dynamic ad-hoc reports with up to 26 data columns and up to 20 different filters
- xi. Dynamic Highlighting of keywords within reviews
- xii. Generate 7 different reporting templates with 6 different filters
- xiii. Enter notes and compliance activity on 40 different categories of compliance
- xiv. Customer Support and Language in English or Spanish
- xv. Generate a mailout of non-compliant STR operators within the interface
- xvi. Programmable REST-based API communicating via JSON objects

- xvii. Comparison View to compare up to 10 STR listings with thumbnail photos at the same time
- xviii. Image Scene classification tags on photos (living room, kitchen, bathroom, swimming pool)
- xix. Similar Images matching engine and Clustering STR listings by similar images engine around a street address up to 500 listings.

**c. Identification Services**

- i. Validate STR listing data with at least 2 different data points to public records; one for the operator, and one for the property
- ii. Supporting evidence data points are provided up-front and ready for download for the customer without the customer requesting it
- iii. Correctly identify single-family-dwelling STR listings with full name and exact street address at least 95% of the time, and at least 95% of the single-family-dwelling STR inventory
- iv. Identify multi-family-dwelling STR listings with full name, exact address including unit number at least 75% of the time and at least 75% of the multi-family-dwelling STR inventory

**4. DISCOVERY/RECOVERY SERVICES**

Discovery/Recovery Services are designed to provide a full-service solution to the CITY'S lodging tax and Short-Term Rental enforcement procedures. It does not replace current functions but provides a focused and fulltime solution to the identification of entities subject to taxation and/or registration by the CITY, which are not properly registered, or otherwise not reporting lodging taxes to the City. In performing the Discovery Services, CONSULTANT shall:

- a. Establish a comprehensive inventory of the entities subject to taxation by the CITY and the database elements needed to facilitate a comprehensive comparative analysis with the CITY'S records of those entities that are properly registered.
- b. Compare CONSULTANT'S database of business records with the CITY'S records to identify potential non-reporting and non-registered entities subject to taxation.
- c. For unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the CITY'S applicable registration forms.
- d. Invoice entities (including supporting documentation) on behalf of the CITY for the amount of identified deficiencies, with payment to be remitted to CONSULTANT.
- e. Exhaust all reasonable efforts to work with the taxpayer in submitting registration forms correctly.
- f. Collect the amount of identified deficiencies, together with supporting documentation, and remit payment received to the CITY as agreed upon in the workplan. (CONSULTANT shall follow the CITY'S business rules in collecting partial payments or the tax in full at the CITY'S direction.);
- g. Establish a call center open during normal business hours to assist entities with questions concerning application of the CITY'S taxes, and reporting and remittance requirements;
- h. Educate entities regarding the CITY'S reporting requirements to prevent recurring deficiencies in future years;

**5. FIELD AUDIT SERVICES**

- a. Perform on-site examinations of the records of those providers requested by CITY to warrant further investigation;
- b. Provide CITY staff with a detailed list of all records required to be made available by lodging providers for the further reviews, together with a draft engagement announcement letter to be sent to each lodging provider requiring examination;
- c. In coordination with CITY staff, schedule and conduct reviews at the property locations of those providers identified and authorized for examination;
- d. Verify accuracy of filed lodging tax returns with daily and monthly activity summaries;
- e. Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
- f. Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns';
- g. Review exempted revenue for proper qualifying documentation;
- h. Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the CITY ordinance;
- i. Where possible, compare the State lodging tax filings with CITY's tax returns;

- j. For each error/omission identified and confirmed, submit substantiating documentation to designated CITY staff in order to facilitate collection of revenue due from lodging providers for prior periods;
- k. Coordinate with designated CITY official(s) as necessary to review findings and recommendations;
- l. Prepare draft Notices of Deficiency Determination, and commendation, warning and credit letters, as applicable, for CITY to advise lodging providers of examination results
- m. Provide assistance to CITY in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- n. Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the CITY.

## 6. ADMINISTRATION SERVICES

### *Remittance Processing*

- a. Taxes Processed: CONSULTANT will perform remittance processing for lodging taxes as designated by the CITY.
- b. Taxpayer Notification and Remittance: CONSULTANT will send individualized tax forms to all known lodging providers ("Taxpayer(s)"). Taxpayers will remit payments as indicated in Attachment A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to CITY, CONSULTANT may change the address for payments. Online filing and remittance using standard CONSULTANT formatting is provided for the Taxpayers convenience.
- c. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on Attachment A
- d. Posting Process: Taxpayer accounts are posted with payment information captured in the CONSULTANT revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to the payment data and taxpayer master file (as determined necessary by CONSULTANT). Late payments (postmarked by U.S. Postal Service after the due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
- e. Changes to Attachment A: The CITY shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CITY.

### *Compliance Services*

- a. Taxes Reviewed: CONSULTANT will perform compliance services for lodgings taxes designated by CITY under Remittance Processing Services. CONSULTANT will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the CITY, CONSULTANT will make reasonable efforts to collect taxes designated by the CITY hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection. If the CITY elects to have its attorney pursue collection of certain uncollected accounts, CONSULTANT will assist the CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
- b. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, CONSULTANT representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section B*, above.

### *General Provisions*

- a. Information Provided: The CITY represents that the information provided to CONSULTANT in the performance of services hereunder shall be provided free and clear of the claims of third parties. The CITY represents that it has the right to provide this information to CONSULTANT and that said information shall not be defamatory or otherwise expose CONSULTANT to liability to third parties.
- b. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
- c. Taxpayer service: CONSULTANT will provide a taxpayer assistance number for taxpayer questions. CONSULTANT will provide standard informational brochures for placement in the CITY offices, Chamber of Commerce offices, libraries and any other facilities as requested and/or deemed necessary.

## Deliverables

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### 1) Short Term Rental Services

- a) Avenu will provide the Client a login access to the Short-Term Rental Compliance System that allows Client the ability to view and review Short-Term Rental activities for properties within Client's geographical location.
- b) Avenu will perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
- c) Avenu will provide the initial webinar style education and training on the System. Education and training may include on-site sessions of Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the System. CITY may request that CONSULTANT provide on-site additional training. If CONSULTANT and CITY agree on the scope of the additional training services requested, then CONSULTANT shall provide the additional training on a Time and Materials basis. Depending on the personnel assigned to perform the training, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

### 2) Discovery/Recovery Services

- a. Provide reports addressing each taxpayer not reporting, including the business name, address, and telephone number to CITY; and
- b. Monitor and analyze the business license registration files of CITY each quarter in order to determine non-reporting businesses.

### 3) Field Audit Services

- a. Provide CITY staff with a draft Audit Announcement Letter to be sent to each lodging provider to be examined;
- b. For each error/omission identified and confirmed, submit a written report substantiating documentation to designated CITY staff in order to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of Deficiency Determination, and/or credit, warning or commendation letters as applicable;
- c. Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to CITY staff; and
- d. Provide other collections advice upon request.

### 4) Administration Services

- a. CONSULTANT will make available to CITY detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.
- b. CONSULTANT will provide the CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CITY's account numbers and all fees paid to CONSULTANT. These reports will be provided by the 10th of the month following the tax month;
- c. The CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO CONSULTANT WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE; All items credited will be subject to receipt of payment.

## CITY ASSISTANCE

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CITY shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

### Short Term Rental, Discovery/Recovery and Administration Service

Prior to the start of the work to be performed, provide CONSULTANT with

- a. the most recent registration to collect the tax and
- b. returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- c. all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- d. Inform CONSULTANT of any circumstances concerning current existing payees;
- e. Inform CONSULTANT of the development of new lodging properties no later than the Certificate of Occupancy being granted;

- f. Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;
- g. Undergo training in the use of online applications.
- h. Provide authorization for CONSULTANT to act as an agent of the Client to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.

**Field Audit Services**

Send Audit Announcement Letter to each lodging provider to be examined with a copy to CONSULTANT.

**Distribution Confirmation**

The CITY will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Attachment A, the CITY shall immediately notify CONSULTANT in writing of all changes in amounts to be deposited into the accounts of designated recipients.

**ATTACHMENT A**  
**Distribution Confirmation**

DATE

City of Blanco  
PO Box 750  
Blanco, TX 78606-0750

Dear Warren Escovy,

Funds will be distributed in the following accounts pursuant to this Agreement:

<b>Agency</b>	<b>Routing #</b>	<b>Account #</b>	<b>Distribution %</b>	<b>Tax Type</b>
			100%	Lodging

If at any time there are any discrepancies between the schedule set out above and the City's records, please notify us in writing immediately.

**IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:**

Avenu Insights & Analytics, LLC  
600 Beacon Parkway West, Suite 900  
Birmingham, AL 35209  
Attn.: Lis Feliciano, Client Relations Manager

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Lis Feliciano, Client Relations Manager  
Avenu Insights & Analytics, LLC  
Phone: 213-246-2445  
Fax: 205-423-4097  
E-mail: [Lis.Feliciano@avenuinsights.com](mailto:Lis.Feliciano@avenuinsights.com)

I have reviewed the above distribution and verify that it is correct.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT B – COMPENSATION

### SALES/USE TAX COMPLIANCE REVIEW DISCOVERY/RECOVERY, AUDIT AND ADMINISTRATION SERVICES

#### 1. SALES/USE TAX COMPLIANCE REVIEW

Provided that the Effective Date is on or before December 1, 2021, in exchange for CONSULTANT performing the work indicated above, the CITY will pay CONSULTANT as follows:

The CITY shall pay CONSULTANT a 35% contingency fee. The fee applies to the sales and use tax revenue received by the CITY from correction of taxpayer reporting errors detected and documented by the Sales/UseTax Compliance Review. The Contingency Fee applies to both: (a) past compliance (as applicable) -- sales and use tax revenues received by the CITY from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales and use tax revenues received for the first eight consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the CITY. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior 12 months immediately prior to the first month of correct tax remittance.

CONSULTANT will invoice CITY quarterly based on past and/or prospective compliance secured on behalf of CITY. Invoices are due and payable upon receipt.

All expenses incurred by CONSULTANT in providing the Sales/Use Tax Compliance Review are the sole and exclusive responsibility of CONSULTANT, except those expenses that receive prior written approval by CITY.

#### Completion of Services

Notwithstanding anything else in this Agreement to the contrary, the CITY will pay CONSULTANT per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. CONSULTANT will provide CITY with a list of accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination ("completion list"). CONSULTANT is allowed to continue working those accounts on the completion list for a reasonable time to obtain a correction.

#### Additional Consulting

CITY may request that CONSULTANT provide additional consulting services at any time during the term of this Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

#### 2. CLEARVIEW, SALES/USE TAX ANALYSIS & REPORTING SERVICE

CITY shall pay CONSULTANT an annual fee of \$2,500 for the Clearview services described in this Agreement. CITY shall pay the annual fee in four equal quarterly payments of \$625. Included in the annual fee are the Quarterly CLEARVIEW Service, the Monthly Cash Report, and Sales Tax Forecast.

CONSULTANT will invoice the CITY on a quarterly basis in sequence with the production of the Quarterly CLEARVIEW Reports. Invoices are due and payable within thirty (30) days of receipt. The CITY shall pay the quarterly payment even if CONSULTANT does not provide a CLEARVIEW Reports due to any failure by a state authority to provide the data necessary to generate a CLEARVIEW Reports. If this Agreement is terminated for any reason, the CITY remains obligated to pay CONSULTANT the quarterly payments of the annual fee for the quarters before the effective date of termination and for one quarter after the effective date of termination.

#### Adjustments

CONSULTANT will adjust the Base Package Annual Fee and any of the optional fees at the beginning of each calendar year by the percentage change in the Consumer Price Index that pertains to CITY's particular geographic area as reported by the Bureau of Labor Statistics. Each Annual Fee adjustment shall not be less than two percent (2%) or greater than five percent (5%).

### **Additional Geo Area Reports**

Upon CITY's request, CONSULTANT will provide additional Geo Area reports for a one-time set-up fee of \$0 per geo area and \$500 annual fee per Geo Area. At any time, the CITY may request changes in the Geo Areas for an additional one-time fee of \$500 per Geo Area. If the addresses in the permit file have not been standardized thru CONSULTANT Sales Tax Compliance Review service, CITY shall pay an additional one-time setup fee of \$750 for address standardization. The CITY requests # \_\_\_\_\_ Geo Area reports be provided along with the quarterly CLEARVIEW reports.

### **Completion of Services**

Notwithstanding anything else in this Agreement to the contrary, the CITY will pay CONSULTANT per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. CONSULTANT will provide CITY with a list of accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination ("completion list"). CONSULTANT is allowed to continue working those accounts on the completion list for a reasonable time to obtain a correction.

### **3. FULL-SERVICE ADMINISTRATION SHORT TERM RENTAL SERVICES (STATEMENT OF WORK, ITEMS 2 AND 4)**

The Short-Term Rental Service and System shall be provided for an annual fixed fee of (\$195) per Identified property. Fees are invoiced and due at the beginning of each contract year based on the total number of known and registered properties.

### **4. DISCOVERY/RECOVERY**

The Discovery/Recovery Services shall be provided for a contingency fee of fifty percent (50%) of the additional delinquent revenue received by CITY for the services. The 50% contingency fee shall apply to the current tax year and/or period, all eligible prior period revenues collected, and any applicable penalties, interest, and late charges. The contingency fee only applies to revenue received by CITY. The term "current tax year/period" shall mean the most recent tax year or tax period for which local taxes are due and payable to CITY, and in which CONSULTANT has identified deficiencies.

### **5. AUDIT**

The Audit Services shall be provided for a fixed fee of \$2,000 for each lodging property audited with 50% due at the time of audit approval and 50% upon completion of the audit. A minimum of 2 audits must be performed at any one time.

### **6. ADDITIONAL CONSULTING**

CITY may request that CONSULTANT provide additional consulting services at any time during the term of this Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

The following are sample hourly rates based on the job classification:

- Principal: \$200 per hour
- Client Services: \$175 per hour
- Information Technology (IT) support: \$160 per hour
- Operational Support:
  - Director or Manager: \$175 per hour
  - Senior Analyst: \$125 per hour
  - Analyst: \$100 per hour
  - Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

### **7. DISCOUNT**

If the CITY permits on-site examination of the records of ten percent (10%) but no less than 2 of the CITY's lodging properties per year to ensure compliance in collecting and returning the local hotel occupancy tax, CONSULTANT shall discount the Administration services to an annual fixed fee of \$200 per each lodging property.

**8. TRAVEL AND OUT-OF-POCKET**

CITY shall reimburse CONSULTANT for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

## EXHIBIT C

### CONSULTANT Helpful Contacts

Contact	Project Role	Phone	Email
Brandi Sanner	Client Services Manager	985-590-0787	<a href="mailto:Brandi.Sanner@avenuinsights.com">Brandi.Sanner@avenuinsights.com</a>
Christy Cato	Vice President	205-910-2329	<a href="mailto:Christy.Cato@avenuinsights.com">Christy.Cato@avenuinsights.com</a>
Chris Yeary, CPA	VP, Sales & Use Tax	972.447.4953	<a href="mailto:chris.yeary@avenuinsights.com">chris.yeary@avenuinsights.com</a>
Irene Reynolds	Client Relations Manager	559.271.6867	<a href="mailto:irene.reynolds.@avenuinsights.com">irene.reynolds.@avenuinsights.com</a>
Jonathan Gerth, Esq.	VP Audit Services	205.423.4177	<a href="mailto:jonathan.gerth@avenuinsights.com">jonathan.gerth@avenuinsights.com</a>
Dana Hanks	Audit Supervisor	281.335.8100	<a href="mailto:dana.hanks@avenuinsights.com">dana.hanks@avenuinsights.com</a>
Jaimie Lewis	Billing Department	571.485.7875	<a href="mailto:billing@avenuinsights.com">billing@avenuinsights.com</a>
Francesco Mancia	VP Government Relations	559.288.7296	<a href="mailto:fran.mancia@avenuinsights.com">fran.mancia@avenuinsights.com</a>
Francis Enaholo	Contracts Director	571.441.1863	<a href="mailto:francis.enaholo@avenuinsights.com">francis.enaholo@avenuinsights.com</a>

## Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of May 1, 2022 ("Effective Date") by and between City of Blanco, a municipal corporation of the State of TX ("CLIENT") and Avenu Insights & Analytics, LLC, a Delaware limited liability company, ("CONSULTANT"), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

### A. Services

1. CONSULTANT will provide CLIENT with the services described in EXHIBIT A which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

### B. Compensation

1. In consideration for the services to be performed by CONSULTANT, CLIENT agrees to pay CONSULTANT the fees outlined in Exhibit B of this Agreement. CLIENT shall pay CONSULTANT within thirty (30) days of receipt of CONSULTANT's invoice.

### C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three years (3) following the date of execution, and the CLIENT shall have the option to renew for two (2) successive one (1) year terms (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty-days (30) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to CONSULTANT' fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government

sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

- 4. **Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
- 5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

**If to CLIENT:**  
**City of Blanco**  
Attn: Warren Escovy  
PO Box 750  
Blanco, TX 78606-0750

**If to CONSULTANT:**  
**Avenu Insights & Analytics, LLC**  
Attn: Contracts Department  
1264 Hawks Flight Ct., Suite 270  
El Dorado Hills, CA 95762  
Email: [contracts@avenuinsights.com](mailto:contracts@avenuinsights.com)

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- 6. **Representative or designees:** CONSULTANT's Primary Representative/Project Manager shall be:

**Brandi Sanner**, Client Services Manager  
7625 N. Palm Ave., Ste. 108, Fresno, CA 93711  
Phone: 800.800.8181/Email: [brandi.sanner@avenuinsights.com](mailto:brandi.sanner@avenuinsights.com)

- 7. **Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.
- 8. **Limitation of Liability:** In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage. In addition, CONSULTANT's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks

between CONSULTANT and the CLIENT and CONSULTANT's pricing reflects the allocation of risk and limitation of liability specified herein.

9. **Insurance:** CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. **Equal Opportunity to Draft:** The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. **Ownership of Documents:** Except for CONSULTANT preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.
13. **Intellectual Property Rights:** The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.
14. **Public Release and Statements:** Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In

addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
17. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

*[Signatures on following page]*



IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

**"CLIENT"**

**City of Blanco**

a Municipal Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**"CONSULTANT"**

**Avenu Insights & Analytics, LLC**

a Delaware limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A - SCOPE OF WORK**

### **FRANCHISE FEE COMPLIANCE REVIEW SERVICES**

#### **Objectives and Methods**

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The CLIENT desires to have Consultant conduct a Franchise Fee Compliance Review ("Review") of the CLIENT's various franchise utility providers ("utility(ies)") collecting taxes and/or fees on the CLIENT's behalf. The Reviews are an agreed-upon procedures review of the franchise fee payments made to the CLIENT from the utility provider(s). The taxes and/or fees to be audited will include:

- a. Natural Gas
- b. Electric
- c. Telephone
- d. Cable Television
- e. E-911 Enhanced Network Fees (if applicable)

#### **Scope of Work**

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1. **Pre-Audit Planning** - To initiate the project, once a contract is in place, we recommend scheduling an introductory meeting with designated CLIENT management, to:
  - a. Identify the population of franchise utilities to be considered for examination.
  - b. Obtain copies of the ordinances and agreements governing each franchise utility provider.
  - c. Review with the CLIENT any known compliance issues or previous compliance activity, and any other factors, for example, any recent boundary changes, annexations, or rate changes, that might impact compliance.
  - d. Identify relevant payment records available from the CLIENT.
  - e. Develop a specific list of audit engagements authorized by the CLIENT.
  
2. **Schedule and Complete Audit Engagements** - Based on the list of approved engagements, we will proceed to contact those utilities for which the CLIENT has approved audits. In preparing for and conducting its review of each utility, Consultant will employ the following procedures:
  - a. Obtain a letter of authorization from the CLIENT, copies of franchise agreements and any correspondence with the providers, and a history of franchise payments.
  - b. Obtain and review available documents, reports, work papers, and any prior reports prepared by the internal or external auditors, which concern the computation or methodologies for computing the franchise fee paid.
  - c. Review franchise agreements, all ordinances relating to taxes to ensure compliance with all Federal, State and Local laws, and correspondence relating to the CLIENT's franchise fees. [Note: Consultant cannot offer legal advice to the CLIENT.
  - d. Submit a Request for Information to each utility to obtain the information needed to complete our review.
  - e. Review the work papers and supporting documentation used in the computation of the franchise fee payments.
  - f. Review and analyze each utility's general ledger and financial statements. Compare and analyze the data for reasonableness, completeness, and accuracy as related to the franchise fee.
  - g. Identify any revenues excluded from the franchise fee calculation:
  - h. Review and analyze all the utility's revenue accounts in detail to: determine revenues that are to be included or excluded from the franchise fee computations; review the revenues excluded from the computations, if any, and determine if they are permitted by the CLIENT's franchise agreement, or relevant state law.
  - i. Determine if utility or any of its subsidiaries receives any revenues from customers or third-parties for the use of utility's facilities located on CLIENT's right-of-way authorized by the franchise agreement that are not included in the franchise fee calculation used to determine the payment to the CLIENT.
  - j. Review the process used to compute franchise fees on meter diversion revenue for gas and electric providers.
  - k. Determine how gas and electric deregulation has impacted the franchise fee calculation, especially with regard to managed services (storage, distribution, etc.).
  - l. Evaluate the utility's treatment of natural gas and electricity consumed by the utility provider within its facilities located within the CLIENT's jurisdiction, if applicable.
  - m. Analyze the number of customers reported in the CLIENT's jurisdiction by rate classification and obtain and review the utility's procedures to code new customers to the proper jurisdictions and the procedures used to address annexations.
  - n. Obtain and review the list of exempted customers, if any, from the franchise fee computation.

- o. Compare customer address data for each utility with address data to be provided by the CLIENT to determine whether any residents and businesses currently within the boundaries of the CLIENT have been or are being serviced/invoiced without remittance of the appropriate tax or payment to the CLIENT.
- p. Sample test the utility's billings for completeness and accuracy of franchise fee from customers and verify that all monies collected are submitted to the CLIENT.
- q. Compare the utility's payments, exclusions, and other computations as related to the franchise agreement, or relevant state law. Compare the actual payments made to the CLIENT for timeliness and accuracy.

## **Deliverables & Timeline**

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### **Reports/Deliverables**

Throughout the course of the engagement, we will produce monthly reports documenting their efforts to date. The reports will include the following:

- a. Accomplishments to date.
- b. Next-step options and timeline for completion.
- c. Open items needing attention, with identification of the responsible party.
- d. Updates on issues requiring CLIENT attention.
- e. Review findings with Franchisee and obtain the Franchisee's position on the findings. Findings will include Electronic format data of all exceptions in formats required by utilities.
- f. Prepare a written report with findings that describe and explain the results of our review, identifying residents and businesses that, for whatever reason, are not paying the appropriate level of taxes, potential additional monies due to the CLIENT, and any applicable penalties and interest.

Consultant will schedule a final presentation of these findings with the CLIENT.

### **Implementation**

- a. Provide any and all necessary schedules and supporting documents to assist the CLIENT in collecting underpaid franchise fees.
- b. Provide ongoing assistance in implementing findings with applicable utilities.
- c. On an ongoing basis, work with the CLIENT and applicable utility service providers to implement those findings and recommendations authorized by the CLIENT for further action.
- d. Conduct a post implementation review to ensure that the requested changes have been implemented by the utility.

### **Suggested Schedule**

Consultant will begin scheduling audit examinations within 30 days of the execution of the contract with the CLIENT. Although we can assure the CLIENT of sufficient auditing resources to initiate audits without delay on our part, the actual start date and time to completion for any given engagement will depend to some extent on the timely cooperation of the franchisee being audited, including timeliness of source document provision, response to inquiries, and quality and completeness of data provided; as well as the complexity of the audit itself, and the time required to resolve any issues that the franchisee may raise regarding the results reported.

With this in mind, the following is our suggested project timeline:

- a. Commencement of the work: within 10 working days of a fully executed agreement and the required letter of authorization and other documents from the CLIENT.
- b. Review of Franchise fee payment: within 10 working days of receipt of necessary data, such as franchise payment history, from the provider and the CLIENT.
- c. Completion of the final report: within two to five months (depending on factors noted above, the number of franchisees to be audited, and whether the CLIENT prefers to proceed with audits one-by-one, or concurrently).
- d. Throughout the project, we will provide the CLIENT with progress reports as applicable. Upon completion of each audit, we will issue a draft report to the CLIENT noting the findings. After the CLIENT's review and approval, we will issue its final report.

### **CLIENT Assistance**

---

The CLIENT shall provide Consultant with a letter of authorization from the CLIENT, copies of the franchise agreements, amendments, and any subsequent agreements relating to franchise fee collection, any prior reports prepared by the internal or external auditors which concern the computation or methodologies for computing franchise fee, and a history of franchise payments made by providers to the CLIENT. Consultant will also request an electronic copy of address ranges

**EXHIBIT B - COMPENSATION  
FRANCHISE FEE COMPLIANCE REVIEW SERVICES**

Consultant will provide its Franchise Fee Compliance Review on a two separate pricing schedules.

**PRICING SCHEDULE #1.**

For all audits of Certificated Telecommunication Providers ("CTP") a combined fixed fee per utility provider audit plus a contingency fee basis as shown in the table below, of the additional revenue received by the CLIENT as a result of our Franchise Fee Compliance Review Services. The contingency fee will apply to the current tax year, all eligible prior period revenues, and include any applicable penalties, interest, late charges and any other associated fees.

Pricing	Fixed Fee Amount per CTP*	Contingent Fee on findings up to \$300K	Contingent Fee on additional findings above \$300K
<i>Fixed + Contingency</i>	\$10,000	25%	10%

\*The fixed fee is subtracted from the findings prior to calculating % fee due and can be reduced if the CLIENT contracts to audit more than one provider per utility type.

**PRICING SCHEDULE #2**

For all other Utility providers, a one-time performance-based contingency fee, as shown in the table below, of the additional revenue, including any applicable penalties and interest, received by the CLIENT as a result of our Franchise Fee Compliance Review Services.

Contingent Fee on findings up to \$300K	Contingent Fee on additional findings above \$300K
35%	25%

These fees include any out-of-pocket expenses or travel-related expenses. We will invoice the CLIENT upon issuance of the final report to the CLIENT.

For deficiencies otherwise deemed lawfully collectable but for which the CLIENT elects not to collect, the CLIENT shall notify Consultant of its election not to pursue ("waive") collection of said deficiencies. In such instances, Consultant fee shall be converted from a contingent fee to an hourly rate of \$150 per hour spent on the project to date or one-half (½) of the fee Consultant would have been entitled to but for the waived portion of the deficiency, whichever is greater, plus additional out-of-pocket expenses incurred in the audit.

**ADDITIONAL CONSULTING**

The CLIENT may request that Consultant provide additional consulting services at any time during the term of the Agreement. If Consultant and the CLIENT agree on the scope of the additional consulting services requested, then Consultant shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, Consultant' standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

**NEW BUSINESS**

**ITEM #2**





215 W. Bandera Rd. Ste. 114-461  
Boerne, Texas 78006  
mgr@acpartners.org  
210.698.8714

### CHANGE ORDER COST SUMMARY

PROJECT NAME: Blanco 1.0 MGD WTP Improvements C.P. # 4  
PROJECT NO: 1309  
ENGINEER: Gary Freeland DATE: 3/12/2022

**DESCRIPTION OF CHANGE:**

ACP was directed in January of 2021 to delete the permanent generator and provide a docking station. ACP moved forward and submitted the docking station for approval and has since been released and on the way to the job site. In January of 2022, ACP was asked to provide the permanent generator. Pricing has since gone up, and bid day pricing is no longer valid. Pricing in this change order for the permanent generator is valid until May 1st, 2022. This change order will extend the overall contract duration. However, it is agreed that in the event the remaining (other) work on the project is complete before the arrival and installation of this generator and its associated materials and equipment, the project's substantial completion and the warranty initiation date will begin upon the date the requirements for the original substantial completion are met. All requirements for meeting substantial completion will be independent of the work associated with this change order, and any work remaining to be performed in this PCO will not delay "Final Closeout," and any retainages not related to this PCO will be paid accordingly.

**General Contractor Direct Costs**

**Additive Costs**

A Labor	\$628.10
B Material	\$0.00
C Equipment	\$0.00
D Subtotal of Additive Cost	\$628.10

**Deductive Costs (use minus sign to denote negative figures)**

E Labor	\$0.00
F Material	\$0.00
G Equipment	-\$56,295.00
H Subtotal of Deductive Cost	-\$56,295.00

I Contractor's Total Direct Cost (D+H) -\$55,666.90

J Contractor's Overhead and Profit \$0.00  
0%

K **Total Contractor Direct Costs + Mark-up (Line I + J)** -\$55,666.90


L Total Subcontractor Direct Costs \$83,210.00

M Contractor's Overhead and Profit on Subcontractor Direct Costs \$4,160.50  
5%

N **Contractor Change Request (Line K + L + M)** \$31,703.60

O Bonds & Insurance 2% \$634.07

P **Total Contractor Change Request (Line N + O)** \$32,337.67

 3/12/2022  
Contractor Signature Date

\_\_\_\_\_  
Engineer Signature Date

\_\_\_\_\_  
Owner Signature Date

Additive Costs

215 W. Bandera Rd. Ste. 114-461  
Boerne, Texas 78006  
mgr@acpartners.org  
210.698.8714

1 Description of Work to be done  
Procurement, Delivery, and Installation of the Permanent Generator for Blanco WTP.

**Days Required** 238 26- 28 Week Lead time on Release, 4 Weeks for Submittals, 14-day review

**Labor Calculation**

	#Emp	Rate		Days	Total
L03 Project Manager	1	628.10	x	1	\$ 628.10
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
NA -	0	0.00	x	0	
<b>Total Labor</b>					<b>\$628.10</b>

**Material**

	Qty	Rate	
	0	\$ -	\$0.00
	0	\$ -	\$0.00
	0	\$ -	\$0.00
	0	\$ -	\$0.00
	0	\$ -	\$0.00
	0	\$ -	\$0.00
<b>Total Material</b>			<b>\$0.00</b>

**Equipment**

	# Days	Dly Rate	Fuel	Del
None	0	0	0	
None	0	0	0	
None	0	0	0	
None	0	0	0	
None	0	0	0	
None	0	0	0	
<b>Total Material</b>				<b>\$0.00</b>
<b>Total</b>				<b>\$628.10</b>





From: Steve Brown  
PO Box 5056  
Georgetown, TX 78627  
Phone: 512-930-5721  
Fax: 512-869-7621  
Email: sbrown@tracntrol.com

## Change-Order Quotation

Date: January 13, 2021  
To: Fernando Cadena  
Associated Construction Partners, LTD  
215 W Bandera Road Ste 114-461  
Boerne, TX 78006

Total Pages: *- for immediate delivery; no original will follow*

Project: City of Blanco WTP Improvements

Reference: WTP Pad Mounted Generator

Based on the request for removing the specified generator, below is the breakout:

- All current conduit and wire proposed between the Automatic Transfer Switch and generator pad will remain in place.
- Delete one (1) 300kW pad mounted generator
- Add one (1) generator docking station and equipment rack. Docking station will be mounted on an equipment rack at the generator location.
- Automatic Transfer Switch will remain in place as specified and designed.
- All required wire terminations will remain the same for the ATS and proposed docking station.

The total deduct is the following:

Original Generator & ATS Cost:	\$87,345.00
Generator deduct	<u>(\$61,740.00)</u>
Sub total	\$25,605.00
Docking Station adder	<u>\$ 5,445.00</u>
Sub total	\$31,050.00

Total deductive amount for removing the generator and adding the docking station is (\$56,295.00).

Designated Change Order No: \_\_\_\_\_

**Respectfully submitted:**

*Steve Brown*

---

**Steve Brown, TraC-n-trol, Inc.**

**Accepted & Date**



---

**Associated Construction Partners**



From: Steve Brown  
PO Box 5056  
Georgetown, TX 78627  
Phone: 512-930-5721  
Fax: 512-869-7621  
Email: sbrown@tracntrol.com

## Change-Order Quotation

Date: February 15, 2022  
To: Fernando Cadena  
Associated Construction Partners, LTD  
215 W Bandera Road Ste 114-461  
Boerne, TX 78006

Total Pages: 1 - *for immediate delivery; no original will follow*

Project: City of Blanco WTP - Generator

### DELIVERABLES

1. Furnish and install one (1) Generac SD230 230kW Diesel Generator with upsized 300kW alternator. Generator will include weatherproof enclosure, microprocessor control panel, main circuit breaker and 589-gallon double-wall tank.
2. Furnish labor as require for generator wire termination.
3. Furnish diesel fuel as required for generator testing and start-up.
4. 2-year comprehensive generator warranty

### EXCLUSIONS

1. Generator concrete pad excavation and backfill.
2. Crane rental for off-loading generator at project site.

CONTRACT EXTENSION: Current lead-time after receipt of order is 22-28 weeks.

PAYMENT TERMS: Per original contract.

QUOTATION: \$83,210.00

Respectfully submitted:

*Steve Brown*

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Steve Brown, TraC-n-trol, Inc.

## Gary Freeland

---

**From:** codecompliance@cityofblanco.com  
**Sent:** Wednesday, March 31, 2021 12:39 PM  
**To:** Gary Freeland; 'Ronnie Rodriguez'  
**Subject:** RE: 1309 - Blanco Generator

Thanks Gary, Ronnie and I are on the same page

**From:** Gary Freeland <gfreeland@freelandturk.com>  
**Sent:** Wednesday, March 31, 2021 12:08 PM  
**To:** Ronnie Rodriguez <ron\_rod11@yahoo.com>  
**Cc:** Will Daves <codecompliance@cityofblanco.com>  
**Subject:** RE: 1309 - Blanco Generator

We had preliminary costs – I will request the formal change request and we will have documentation. It will still need to go through TWDB as a change order.

Sincerely,



**Gary Freeland, P.E., CFM**  
Freeland Turk Engineering Group, LLC  
TBPE Firm Registration Number F-21047  
160 Creekside Park Rd, Suite 200  
Spring Branch, TX 78070  
Cell: (830) 377-4555  
Email: [gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)  
Website: [www.freelandturk.com](http://www.freelandturk.com)

**From:** Ronnie Rodriguez <[ron\\_rod11@yahoo.com](mailto:ron_rod11@yahoo.com)>  
**Sent:** Wednesday, March 31, 2021 12:05 PM  
**To:** Gary Freeland <[gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)>  
**Cc:** Will Daves <[codecompliance@cityofblanco.com](mailto:codecompliance@cityofblanco.com)>  
**Subject:** Re: 1309 - Blanco Generator

Will and I agree to go ahead and remove the generator. All the electrical, switch, and connections to remain. I know we had discussed this before regarding the financial aspects and wondered if there was any documentation on it. That way we have something to show council as to why we made this decision. Thanks so much!

**Ronnie Rodriguez, CWP**  
Public Works Director  
City of Blanco

Cell - (830) 392-6047  
Fax - (830) 833-4121  
Email - [ron\\_rod11@yahoo.com](mailto:ron_rod11@yahoo.com)

On Wednesday, March 31, 2021, 11:55:11 AM CDT, Gary Freeland <[gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)> wrote:

Here are the plan sheets and have info as well

Sincerely,



**Gary Freeland, P.E., CFM**

**Freeland Turk Engineering Group, LLC**

**TBPE Firm Registration Number F-21047**

160 Creekside Park Rd, Suite 200

Spring Branch, TX 78070

**Cell: (830) 377-4555**

**Email: [gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)**

**Website: [www.freelandturk.com](http://www.freelandturk.com)**

**From:** Gary Freeland  
**Sent:** Wednesday, March 31, 2021 11:53 AM  
**To:** Ronnie Rodriguez <[ron\\_rod11@yahoo.com](mailto:ron_rod11@yahoo.com)>  
**Subject:** RE: 1309 - Blanco Generator

generator starts on page 10 and goes for a few pages – looks like a 300kW...

Sincerely,



**Gary Freeland, P.E., CFM**

**Freeland Turk Engineering Group, LLC**

**TBPE Firm Registration Number F-21047**

160 Creekside Park Rd, Suite 200

Spring Branch, TX 78070

**Cell:** (830) 377-4555

**Email:** [gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)

**Website:** [www.freelandturk.com](http://www.freelandturk.com)

**From:** Ronnie Rodriguez <[ron\\_rod11@yahoo.com](mailto:ron_rod11@yahoo.com)>

**Sent:** Wednesday, March 31, 2021 11:49 AM

**To:** Gary Freeland <[gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)>

**Subject:** Re: 1309 - Blanco Generator

I'll double check with Will, but I'm sure that is what will happen. Do you by chance have the specs on the generator of the WTP? Just looking for kW sizing for the grant. Thanks!

**Ronnie Rodriguez, CWP**

Public Works Director

City of Blanco

Cell - (830) 392-6047

Fax - (830) 833-4121

Email - [ron\\_rod11@yahoo.com](mailto:ron_rod11@yahoo.com)

On Wednesday, March 31, 2021, 11:46:38 AM CDT, Gary Freeland <[gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)> wrote:

OK, just wanted to confirm though our discussion about how a temp generator at the water plant would likely need to be larger than what would be required at other locations. If we take the generator out, a future generator would need to be able to provide that capacity required by the WTP.

We haven't officially taken the generator out, but we can move forward with that request.

Sincerely,



**Gary Freeland, P.E., CFM**

**Freeland Turk Engineering Group, LLC**

**TBPE Firm Registration Number F-21047**

160 Creekside Park Rd, Suite 200

Spring Branch, TX 78070

**Cell: (830) 377-4555**

**Email: [gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)**

**Website: [www.freelandturk.com](http://www.freelandturk.com)**

**From:** Ronnie Rodriguez <[ron\\_rod11@yahoo.com](mailto:ron_rod11@yahoo.com)>

**Sent:** Wednesday, March 31, 2021 11:40 AM

**To:** Gary Freeland <[gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)>

**Subject:** Re: 1309 - Blanco Generator

We are currently looking at purchasing a generator using CDBG funding. If we had taken the generator out, I would say leave it out, as this expense may be covered by other means.

**Ronnie Rodriguez, CWP**

Public Works Director

City of Blanco

Cell - (830) 392-6047

Fax - (830) 833-4121

Email - [ron\\_rod11@yahoo.com](mailto:ron_rod11@yahoo.com)

On Wednesday, March 31, 2021, 11:37:49 AM CDT, Gary Freeland <[gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)> wrote:

Will, Ronnie, any more thought about this generator deal? Contractor is asking and don't want this to be a time issue.

Sincerely,



**Gary Freeland, P.E., CFM**

**Freeland Turk Engineering Group, LLC**

**TBPE Firm Registration Number F-21047**

160 Creekside Park Rd, Suite 200

Spring Branch, TX 78070

Cell: (830) 377-4555

Email: [gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)

Website: [www.freelandturk.com](http://www.freelandturk.com)



**From:** Gary Freeland  
**Sent:** Tuesday, March 23, 2021 1:32 PM  
**To:** Will Daves <[codecompliance@cityofblanco.com](mailto:codecompliance@cityofblanco.com)>; Ronnie Rodriguez ([ron\\_rod11@yahoo.com](mailto:ron_rod11@yahoo.com)) <[ron\\_rod11@yahoo.com](mailto:ron_rod11@yahoo.com)>  
**Cc:** Thomas Turk <[tturk@freelandturk.com](mailto:tturk@freelandturk.com)>  
**Subject:** FW: 1309 - Blanco Generator

Will and Ronnie,

Attached is from ACP regarding the generator. I wanted to provide this to you now to see if there was any desire to pursue buying the portable generator now? No generator get about \$53k credit, generator adds about \$90k.

Please let me know how to proceed with the contractor.

At the least, knowing the lift station is getting rehabbed soon – we will want to make sure that design incorporates the same “plug and play type docking station” as the WTP so when the generator does happen, it works at these two sites.

Sincerely,



**Gary Freeland, P.E., CFM**

**Freeland Turk Engineering Group, LLC**

**TBPE Firm Registration Number F-21047**

160 Creekside Park Rd, Suite 200

Spring Branch, TX 78070

**Cell:** (830) 377-4555

**Email:** [gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)

**Website:** [www.freelandturk.com](http://www.freelandturk.com)

**From:** Fernando Cadena <[fernando@acpartners.org](mailto:fernando@acpartners.org)>  
**Sent:** Wednesday, March 17, 2021 12:47 PM  
**To:** Gary Freeland <[gfreeland@freelandturk.com](mailto:gfreeland@freelandturk.com)>  
**Cc:** Leighton Moore <[leighton@acpartners.org](mailto:leighton@acpartners.org)>; Shane Simpson <[shane@acpartners.org](mailto:shane@acpartners.org)>  
**Subject:** 1309 - Blanco Generator

Gary,

Per our conversation, here is the breakdown of the two different options you wanted us to price for the generator at Blanco.

Docking Station Addition/Delete Permanent Generator

Credit to City: \$53,000.00

Docking Station Addition/Delete Permanent Generator/Add Portable 275 kW Generator

Change Order Amount: \$90,000.00

These figures are estimates and have not been finalized but are close enough to provide a ballpark figure on what we can expect. Please discuss with the city and let us know which route we need to proceed with. The ATS has a lead time of 10-12 weeks and is currently being held from release until we decide the path forward. Let me know if you have any further questions.

Thanks,

**Fernando Cadena**

Project Manager

ACP, LTD

215 W Bandera Rd Ste 114-461

210-259-8276 – Mobile

210-698-8714 – Office

210-698-8712 - Fax



*Special Note:*

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**NEW BUSINESS**

**ITEM #3**

RECEIVED  
MAR 03 2022

City of Blanco  
Application for Variance Request/Special Use permit- Rezoning

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:	Second Echo, LLC				
Property owner's mailing Address:	PO Box 704 1725 SUS Hwy 281				
City:	Johnson City	State:	TX	Zip Code:	78636-0704
Home Phone:	(830) 454-0090	Work Phone:	(830) 833-3211	Cell:	(830) 225-8687
Email Address:	secondechoproperty@gmail.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 type="checkbox"/>	Same as applicant (skip to Section 4)		
Contact name: John W. Sone					
Contact mailing address: PO Box 704					
City:	Johnson City	State:	TX	Zip Code:	78636-0704
Home Phone:	(830) 454-0090	Work Phone:	(830) 225-8687	Cell Phone:	(512) 470-2443

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: 2-18-22

Printed Name: John W. Sone, Member Manager

P+2 April  
Macada 4th  
CC April 12th

**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:

Second Echo, LLC contracted this property in a like-kind exchange for a commercial property it sold pursuant to 26 U.S.C. § 1031. The properties exchanged must be held for productive use in a trade or business. The property was represented both by the Seller and the City as a commercial property at the time of sale, August 13, 2022. The City is unable to provide legally sufficient notice of rezoning in the manner prescribed by Section 211.007(c), Local Government Code.

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 :

Denial of this rezoning will create a significant hardship for operation of a multiple structure commercial shopping area, as well as expose the City to likely litigation. Insomuch as the City states that it has lost or never prepared the written service agreement for the annexation of the property, required by Section 43.0672 of the Local Government Code, a petition for de-annexation may follow denial of this request.

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:

The property will return to its zoning status at the time it was purchased.

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)

The property owner would not have purchased this property without being afforded the opportunity to challenge the proposed rezoning of it. The City has not been able to respond to this date what the rationale is or was for taking this use from the property owner.

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

Blanco will have the opportunity to benefit from property and sales taxes of a distinguished art gallery and another business of its caliber. Echo's land improvements will result in an improved retail flow, and allow it to function as the previous zoning category would have allowed.

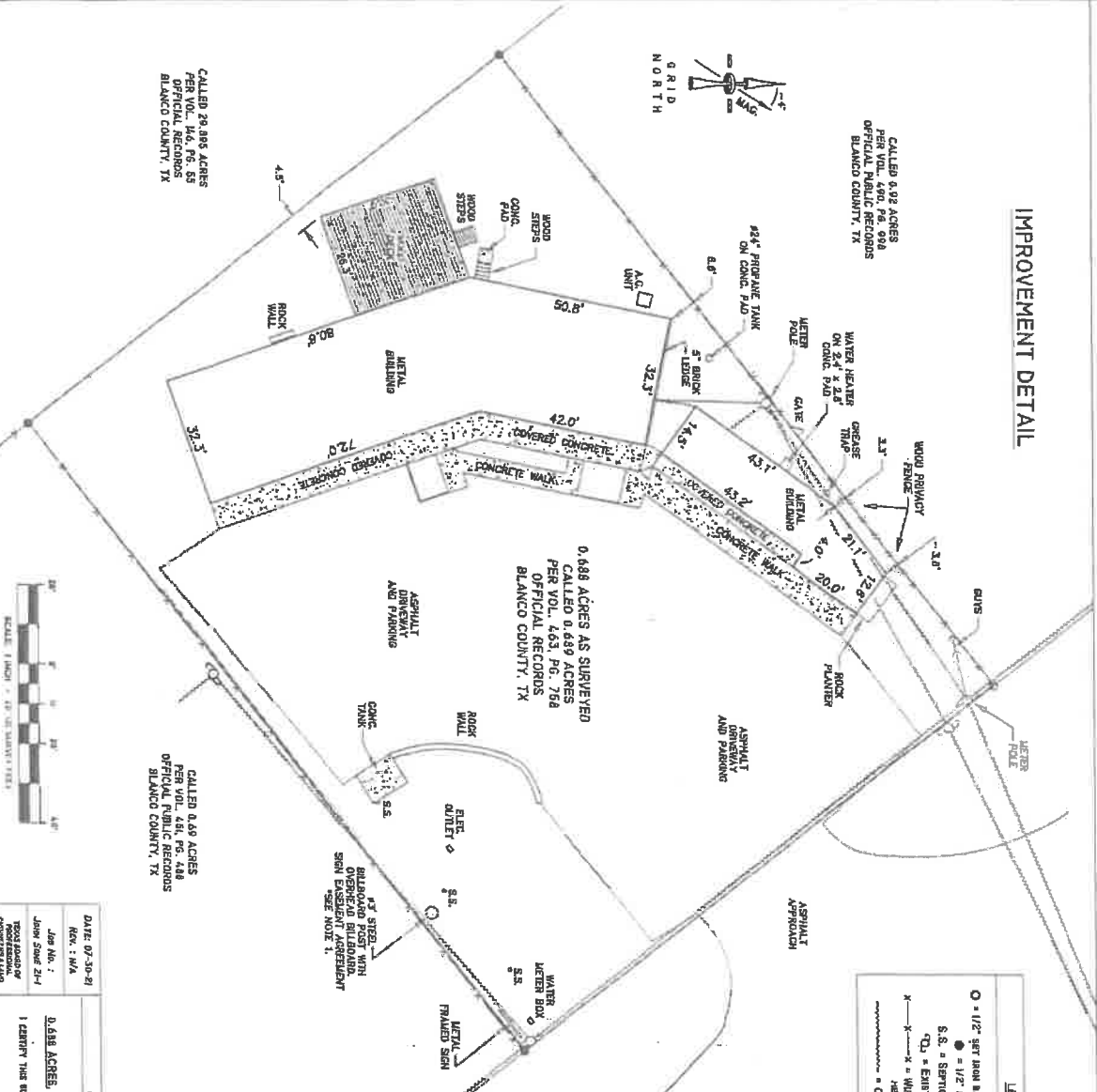
**Attach any requested building plans, site plans, plats, surveys, or any other pertinent documents having any importance to this request behind this sheet and list documents and descriptions below:**

1. N/A
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

NOTES:  
 1.) THIS SURVEY WAS REFERENCED WITH A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY TO LUNA HERRERA AND JOHN SONG - ERECTURE OF A 12' x 12' CONCRETE PERMANENT SIGN FOUNDATION FOR TITLE INSURANCE, AND THERE THAT THE SURVEYOR WAS AWARE OF AT THE TIME OF THE SURVEY. OTHER ENCUMBRANCES, NOT SHOWN HEREON, MAY EXIST. SURVEY TO, BUT NOT LIMITED TO, SCHEDULE B OF SAID COMMITMENT FOR TITLE INSURANCE.  
 - SUBJECT TO A SIGN ERECTURE AGREEMENT PER VALUE \$50, PAGE 1 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS.  
 2.) BEARINGS BASED ON NAD83(2011) TEXAS COORDINATE SYSTEM - CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.  
 3.) BEARINGS AND DISTANCES SHOWN IN PARENTS ARE PER THE REFERENCED RECORDS DOCUMENT WITHIN THE SITUATING BLOCK HEREON.  
 4.) UNDERGROUND UTILITIES APPEARS TO EXIST - VERIFY BEFORE CONSTRUCTION.  
 5.) FIELD NOTES ATTACHED TO SURVEY.

ALBERT UEBCKER CONSULTING, LLC  
 TEXAS LICENSED SURVEYING FIRM # 10414800  
 346 HIDDEN OAKS • BULVERDE, TX 75855  
 TXLSURVEYOR@YALLO.COM • 504.665.4238

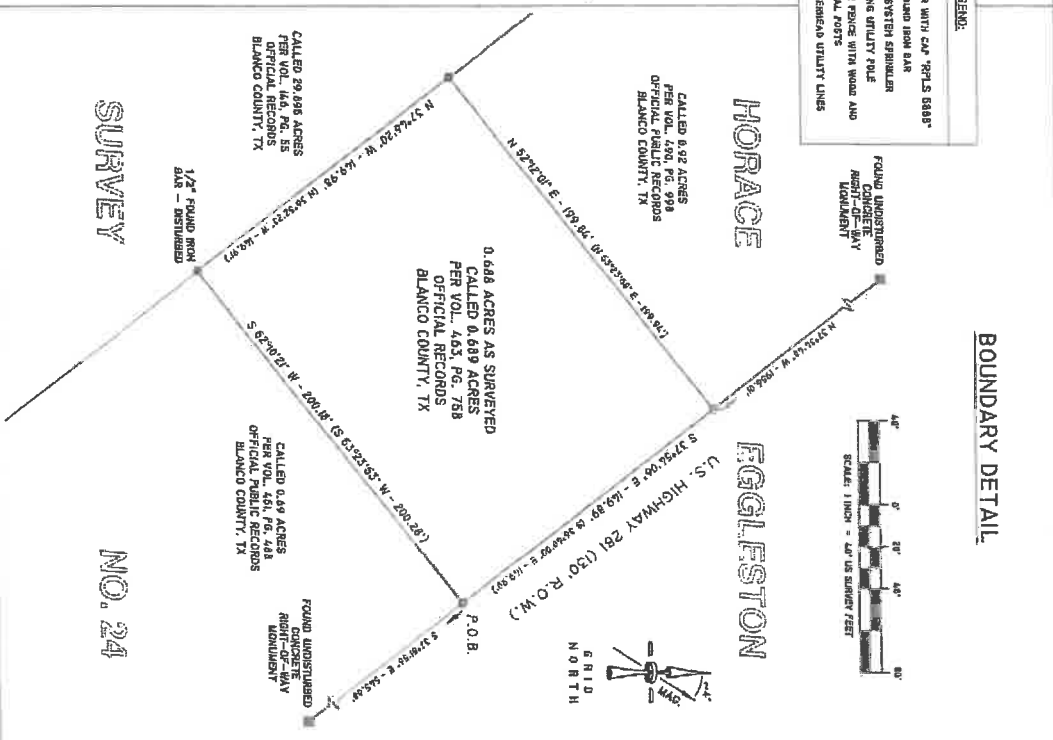
IMPROVEMENT DETAIL



LEGEND:

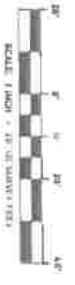
- = 1/2" SPT IRON BAR WITH CAP "RPLS 8888"
- = 1/2" SPT IRON BAR
- = S.S. = SEPTIC SYSTEM SPRINKLER
- = EXISTING UTILITY POLE
- X—X—X = WIRE FENCE WITH WOOD AND METAL POSTS
- — — — — = OVERHEAD UTILITY LINES

BOUNDARY DETAIL



SURVEY

NO. 24



DATE: 07-30-21  
 CON. 1: N/A  
 Job No.:  
 John Song 2-4  
 TOPOGRAHY:  
 ALBERT UEBCKER  
 10/17/2021  
 10/17/2021

DATE OF: 07-30-21  
 CON. 1: N/A  
 Job No.:  
 John Song 2-4  
 TOPOGRAHY:  
 ALBERT UEBCKER  
 10/17/2021  
 10/17/2021

DATE OF: 07-30-21  
 CON. 1: N/A  
 Job No.:  
 John Song 2-4  
 TOPOGRAHY:  
 ALBERT UEBCKER  
 10/17/2021  
 10/17/2021



16 AUG 21

*Albert Uebcker*

FIELD NOTES:  
0.688 ACRES

**0.688 ACRES** BEING A CALLED 0.689 ACRE TRACT DESCRIBED IN VOLUME 463, PAGE 758 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, SITUATED IN THE HORACE EGGLESTON SURVEY NO. 24, BLANCO COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS, WITH ALL BEARINGS BASED ON NAD83(2011) TEXAS COORDINATE SYSTEM – CENTRAL ZONE, AND ALL DISTANCES BEING SURFACE DISTANCES, AS FOLLOWS:

**BEGINNING** AT A FOUND ½" IRON BAR LYING IN THE SOUTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 (130' R.O.W.) FOR THE NORTHERN MOST COMMON CORNER OF A CALLED 0.69 ACRE TRACT DESCRIBED IN VOLUME 451, PAGE 488 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, AND THE HEREIN DESCRIBED ACRE TRACT, FROM WHICH A FOUND UNDISTURBED CONCRETE RIGHT-OF-WAY MONUMENT BEARS S 37°51'56" E – 545.68';

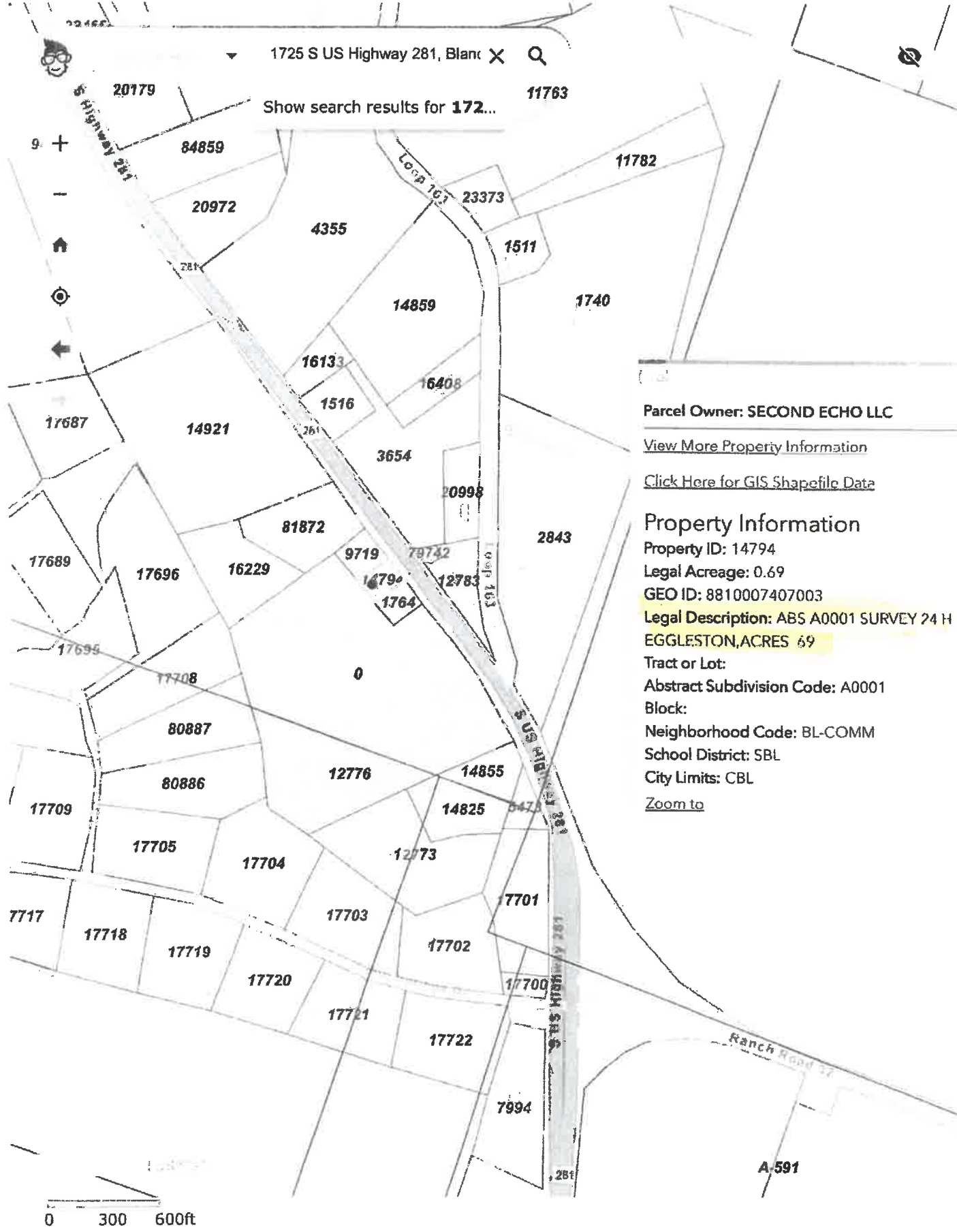
THENCE S 52°10'21"W– 200.18' (CALLED S 53°23'53"W– 200.28') ALONG THE COMMON BOUNDARY LINE OF SAID 0.69 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, TO A FOUND DISTURBED ½" IRON BAR LYING THE NORTHEAST LINE OF A CALLED 29.895 ACRE TRACT DESCRIBED IN VOLUME 146, PAGE 55 OF THE OFFICIAL RECORDS OF BLANCO COUNTY, TEXAS, AND BEING THE SOUTHERN MOST CORNER OF THE HEREIN DESCRIBED ACRE TRACT;

THENCE N 37°46'20"W– 149.98' (CALLED N 36°32'23"W– 149.91') ALONG THE COMMON BOUNDARY LINE OF SAID 29.895 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, TO A FOUND ½" IRON BAR FOR THE SOUTH CORNER OF A CALLED 0.92 ACRE TRACT DESCRIBED IN VOLUME 490, PAGE 998 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, AND BEING THE WEST CORNER OF THE THEREIN DESCRIBED TRACT;

THENCE N 52°12'01" E – 199.84' (CALLED N 53°23'58" E – 199.94') ALONG THE COMMON BOUNDARY LINE OF SAID 0.92 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, TO A SET ½" IRON BAR WITH CAP "RPLS 5888" LYING IN THE SOUTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 (130' R.O.W.) FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND UNDISTURBED CONCRETE RIGHT-OF-WAY MONUMENT BEARS N 37°34'48"W– 1956.01';

THENCE S 37°54'06" E – 149.89' (CALLED S 36°40'00" E – 149.90') ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 (130' R.O.W.) AND THE NORTHEAST BOUNDARY OF THE HEREIN DESCRIBED TRACT, BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.688 ACRES, MORE OR LESS.







Search all conversations

Compose

Mail

Inbox

Starred

Snoozed

Sent

Chat



No conversations  
Start a chat

Spaces



No spaces yet  
Create or find a space

Meet

GIS Support External Inbox x utilities@cityofblanco.com



**Second Echo**

Mr. Moreland, It came to our attention today, unfortunately, that the Ci

**Mason Moreland** mason.moreland@blancocad.com via [blancocad.onm](#)  
to Second, Olga, Professor

To Whom it May Concern,

I have verified that the attached list is accurate and there are no other pi  
our office.

Thanks,

*Mason Moreland, RPA  
Blanco County Appraisal District  
Deputy Chief Appraiser  
830-868-4013  
[mason.moreland@blancocad.com](mailto:mason.moreland@blancocad.com)*



**John Sone** <jsjohnsone@gmail.com>

to Mason, Second, Olga, Professor

NOTICE OF PUBLIC HEARING

As required by Texas Government Code, Notice is given that the Planning and Zoning Commission of the City of Blanco, Texas, will conduct a public hearing at 308 Pecan Street, Blanco, Texas on April 4<sup>th</sup>, 2022 at 6:30 o'clock p.m., and that the City Council of the City of Blanco, Texas, will conduct a public hearing at Gem of the Hills, 2233 US Hwy 281 N, on April 12<sup>th</sup>, 2022 at 6:00 o'clock p.m. for the purpose of considering REZONING R2 TO C-1 on the following described tract located within the city limits of the City of Blanco.

Property Owner  
JOHN W. SONE

Property Description  
ABS A0001 SURVEY 24 H  
EGGLESTON, ACRES .69

Property Location  
1725 S US HWY 281

**NEW BUSINESS**

**ITEM #4**



# City of Blanco

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

April 12, 2022  
STAFF REPORT:

**WITHDRAWN by applicant**

**DESCRIPTION:** A request by Al and Julie Shacklett for a rezoning from R-5 to C-1.

**ANALYSIS:** The property is adjacent to Texas Cannon restaurant just east of the Blanco historic district. The existing residence has been converted into a real estate office. This .184 acre tract takes its vehicular access off of 4<sup>th</sup> Street (a TXDOT maintained road) and the area has become commercial in nature. The R-5 zoning recognizes that the area is in transition. Staff would counter that due to its proximity to several businesses and traffic off of 4<sup>th</sup> Street that the area has become commercial and therefore a C-1 designation is appropriate.

**FISCAL IMPACT:**

The continued development of previously existing residential areas developing into businesses will increase the tax base that the City collects and could provide business and employment opportunities.

**RECOMMENDATION:**

Staff recommends that the Planning and Zoning Commission recommend approval of the zone change to City Council.

**NEW BUSINESS**

**ITEM #5**



# City of Blanco

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

April 12, 2022

STAFF REPORT: 301 4<sup>th</sup> Street Variances

DESCRIPTION:

~~V1 Lot width 100' required whereas lot is 84'. Chapter 5, section 5.4 Unified Development Code~~ **Meets R-5 Standards**

V-2 from Parking requirements (no off-street parking provided) Chapter 7, Section 7.3 Unified Development Code

~~V-3 from front yard of 40'. Chapter 5, section 5.4 Unified Development Code~~ **Meets R-5 Standards**

V-4 from Side yard of ~~20~~ 10'. (both sides) Chapter 5, section 5.4 Unified Development Code

~~V-5 from back yard 35'. Chapter 5, section 5.4 Unified Development Code~~ **Meets R-5 Standards**

With the Re-zone request being withdrawn on Variance 2 (parking) and the side setback variance remain

Staff ANALYSIS:

Variance- 2. With the basement (retail) and the restaurant approximate spaces staff would estimate that the project would require about 20 to 25 spaces (required) extra which could be achieved if the applicant could find an adjacent lot (maybe the bowling alley across the street or one of the buildings behind the Post office) that could be used as off premise parking. A possible solution could be if the applicant were to provide 12-15 spaces off site (parking agreement with the bowling alley) with the idea that their customers would be allowed to park at his back parking lot.

USE	MINIMUM PARKING
Offices and Office Buildings (Unless Otherwise Noted)	3.33 Spaces per 1,000 sq. ft. gross floor area
Restaurants Full Service (excluding fast food), Bar	1 space per 3 seats plus 2 spaces per 3 employees on the maximum shift
Restaurants-Fast Food	1 space per 2 seats plus 2 spaces per 3 employees on the maximum shift



Commercial Service Facilities, Retail Sales Uses and Convenience stores with gas facilities	2 spaces per 1,000 sq. ft. gross floor area
Food Market (5,000 sq. ft. Gross Floor Area and over) and Department Stores	6.5 Spaces per 1,000 sq. ft. gross floor area
Hotels and Motels	1 space per sleeping unit, 2 spaces per 3 employees on the maximum shift, plus 1 space per vehicle regularly used in the operation of the use or stored on the premises
Bed and Breakfast	1 space per sleeping unit plus 1 space per 2 employees on the maximum shift

Variance 4, Set-backs. There is NO hardship for side variances so the justification should be that the proposed project fits the general area and that the proposed project will provide a benefit for the surrounding neighborhood.

Planning and Zoning felt that Variance 4 was justified as the surrounding area has buildings that are close to each other and that the commercial nature of the area lends itself to this type of commerce. The staff parking analysis shows that the UDC would require between 20 to 25 spaces based on specific sizes of the proposed uses. Planning and Zoning felt that three spaces would help the immediate area and though there was a concern for the lack of parking that the responsibility lies with the City to help offset the lack of parking.

**FISCAL IMPACT:**

The continued development of previously existing residential areas developing into businesses will increase the tax base that the City collects and could provide business and employment opportunities.

**RECOMMENDATION:**

Planning and Zoning recommends to City Council Variance 2 (parking) and variance 4 (side setbacks) for approval. Planning and zoning recommends that the applicant provide three parking spaces as shown in the packet.



RECEIVED  
FEB 11 2022

City of Blanco  
Application for Variance Request/Special Use permit

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: Alfred M Shacklett & Julie A Shacklett		
Property owner's mailing Address: 301 4th Street		
City: Blanco	State: TX	Zip Code: 78606
Home Phone:	Work Phone:	Cell: 210 872 0109 Julie
Email Address: julieashacklett@gmail.com 512 680 3456 AL shacklett@rivercitymg.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:		
Contact mailing address:		
City:	State:	Zip Code:
Home Phone:	Work Phone:	Cell Phone:

4. Additional Information Required Of Business Entities Only:

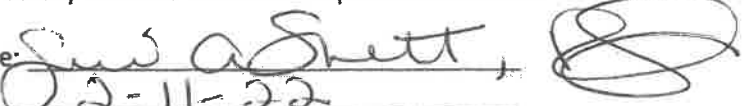
Is The Owner a Corporation or Partnership? Yes (complete this section) No (skip and go to section 5)

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: 

Date: 02-11-22

Printed Name: Al & Julie Shacklett

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

<b>1. Owner Information:</b>				
Property Owner's Full Legal Name: <u>Alfred Morris Shacklett</u> <u>Julie Alexander Shacklett</u>				
<b>2. Property Information (the property or tract for which this application has been submitted.)</b>				
911 street address of property (if established) <u>301 4th Street</u>				
Legal Description: <u>0.184 Acre Tract out of Lots 3, Block 5</u>				
Lot:	Block: <u>5</u>	Subdivision: <u>City of Blanco</u>	Sec:	Phase:
If not located in Subdivision: Survey:				
Abstract:			Recorded (Vol/Page) <u>Vol 163, Pg 550</u>	

**3. Type of Variance being requested**

1. Sign
2. Building setback - 3 Variances
3. Administrative
4. Special Use
5. Other (please Explain) Re Zone to C-1

**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:

SEE ATTACHED ADDENDUM PARAGRAPH #1

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:

SEE ATTACHED ADDENDUM PARAGRAPH #2

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:

SEE ATTACHED ADDENDUM PARAGRAPH #3

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)

SEE ATTACHED ADDENDUM PARAGRAPH #4

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

SEE ATTACHED ADDENDUM PARAGRAPH #5

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. LETTER ABOUT APPLICANT'S STATEMENT OF PURPOSE
2. ADDENDUM TO HARDSHIP FINDINGS
3. SURVEY
4. PRELIMINARY SITE PLAN
5. PRELIMINARY FRONT ELEVATION
6. REQUIRED MAP FOR APPLICATION
7. LIST OF NEIGHBORS
8. PHOTOS OF THE BUILDING SITE REQUIRING A VARIANCE
9. Prelim Floorplan of future building

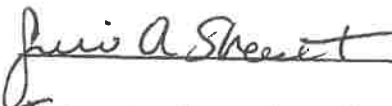
9.

**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: Alfred M. Shacklett  
 Date: 1-18-2022

  
Julie A. Shacklett  
1-18-22

**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.

**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 which 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 2<sup>nd</sup> 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:

April at 4th p.m. at the Byars Building located at 308 Pecan Street, Blanco TX.

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

April at 12th p.m. at the Byars Building located at 308 Pecan Street, Blanco TX.

## **About the Applicant:**

Al Shacklett's family has owned ranch property in Blanco County since 1932, namely, the Buchanan Ranch. Ninety years later, the ranch is still today, a working cattle ranch that Al is heavily involved in. He personally has revolved in and around Blanco for the last 5 decades. It has been his life dream to build a retirement plan in the Blanco area. Keeping the atmosphere of the memories he grew up with is very important to him. He feels an "old Texas style" commercial addition to the City of Blanco near the Historic area of the square will most certainly enhance the community and increase the options for residents and tourists that visit the city.

## **Statement of Purpose:**

In keeping the look and feel of the small Historic Texas towns, the applicant would like to use existing prosperous small historic Texas city models of "statement of purpose". This statement explains the proven benefit of building a new commercial structure to the City of Blanco.

Blanco's unique qualities have proven to be increasingly attractive to residents, businesses and tourists.

The City desires to preserve those aspects of the City in which have historical, cultural, or architectural merit. Such architectural preservation activities will promote the health, safety, prosperity, education and general welfare of the people living in and visiting Blanco. This new commercial "old style" structure will conform to the existing historic "look" of Blanco.

In keeping in conformity of a small town "Texas" look, the property would protect, enhance and perpetuate the support of keeping and maintaining historic landmarks which represent and reflect distinctive and important elements of the City's architecture, landscape, culture, social economic, ethnics and set a tone to develop appropriate settings for such places and in future new construction of the City of Blanco.

The new structure would help stabilize and improve property, protect and enhance the City's attractions to tourists and visitors and provide incidental support and stimulus to business and industry and strengthen the economy of Blanco.

## **Hardship Findings Addendum**

**1)** The subject lot is located near the historical square. The back of the property is overlooking the City park and shares access behind the existing historical buildings. We wish to build an old style structure to fit and function with the size of the available space on the lot. Conforming to the location and look of the existing structures surrounding the area is our goal. It was our intent when purchasing the property, that we would contribute to enhancing the City with new businesses to sustain the growth of tourism and population of the City of Blanco.

As well, it would contribute to a more aesthetically pleasing visual, hiding the cinderblock wall of the neighboring property from the view of the park.

**2)** The property is located in the tourist driven area of Blanco. In order for future new construction to be possible on the lot size available, and to enhance the City of Blanco, the new blanket of setback rules must be addressed to allow this opportunity for Blanco.

**3)** The addition of a new property and business in the subject location would contribute to enhance traffic to the surrounding businesses, offer more options for residents and tourists and bring enjoyment to the local community. The lot seeking the variance, is next door to Texas Cannon Brewing on one side. The other side of the lot, the structure is owned by the applicant and functions as a Real Estate office.

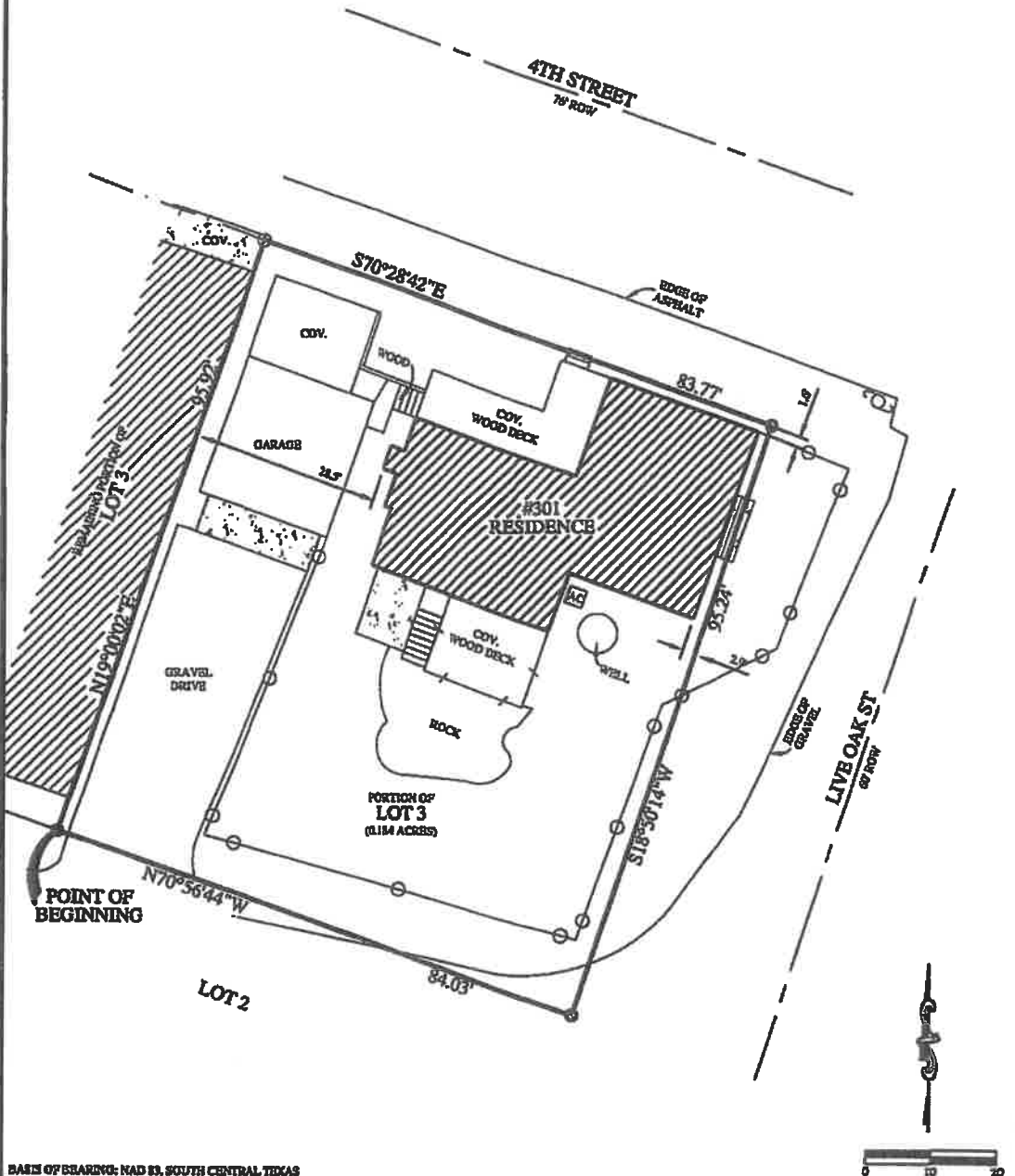
**4)** Due to the new stringent blanket of setback rules set by the City, the only way a structure can be built on the property is through an approved variance.

**5)** Granting the variance would spur healthy business growth, create local jobs, keep money in the local community, create local tax revenue, enhance local options and tourism. As well, it could help set the tone for the desired "look" of any new commercial buildings in the City of Blanco.

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:

VOLUME	PAGE	RECORDS	VOLUME	PAGE	RECORDS
VOLUME	PAGE	RECORDS	VOLUME	PAGE	RECORDS
VOLUME	PAGE	RECORDS	VOLUME	PAGE	RECORDS

RECORD INFORMATION  
 N19°27'41"E  
 63.00'  
 AS MEASURED IN FIELD  
 S33°29'20"W  
 161.24'



LOTS) 0.184 ACRE TRACT OUT OF LOT 3 BLOCK 1  
 SUBDIVISION CITY OF BLANCO  
 VOLUME 163, PAGE 450 OF THE OFFICIAL PUBLIC RECORDS  
 OF BLANCO COUNTY, TEXAS.  
 WITNESS MY HAND AND SEAL THIS DAY OF AUGUST, 2021.  
 ADDRESS 301 4TH ST., CITY OF BLANCO  
 C.P. NO. 21-283  
 TINDER DEVELOPMENT SVC. JOB NO. 2676-001-000  
 DRAWN BY: JBT SURVEYED BY: JM  
 CERTIFIED TO: JULIE A. SHACKLETT AND ALFRED M. SHACKLETT

I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE ABOVE SURVEY PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY HERON DESCRIBED ACCORDING TO MEASUREMENTS MADE ON THE GROUND, AND THAT THIS SURVEY ACCURATELY DEPICTS THE SUBSTANTIAL VISIBLE IMPROVEMENTS TO SAID PROPERTY. THIS CERTIFICATION IS ONLY TO THE CURRENT PROPERTY OWNER AND IS NOT VALID AFTER SIXTY (60) DAYS OF THE DATE SHOWN HEREON. THIS SURVEY MAKES NO REFERENCE TO FEMA OR ANY OTHER FLOOD PLAIN LOCATIONS. DEED RESTRICTIONS OR RESTRICTIVE COVENANTS ARE NOT REFLECTED ON THIS SURVEY. SETBACKS AND EASEMENTS TO WHICH WE HAVE BEEN INFORMED BY OWNER ARE SHOWN ON DRAWING OR BY REFERENCE. FENCES MAY VARY IN LOCATION FROM BOUNDARY. BOUNDARY IS DEFINED BY BEARINGS AND DISTANCES SHOWN ON DRAWING.

- / WOOD FENCES    U UTILITY POLES    O CHAIN LINK FENCE
- X BARBED WIRE    □ IRON/WROUGHT IRON    COV COVERED
- ⊙ LIGHTPOST    ▢ TRANSFORMER    1/2" IRON ROD SET WITH YELLOW CAP MARKED
- ☐ CONCRETE    ⊙ 1/2" IRON ROD FOUND    ⊕ "ROBIN CRIP EYE" (UNLESS OTHERWISE NOTED) (UNLESS OTHERWISE NOTED)

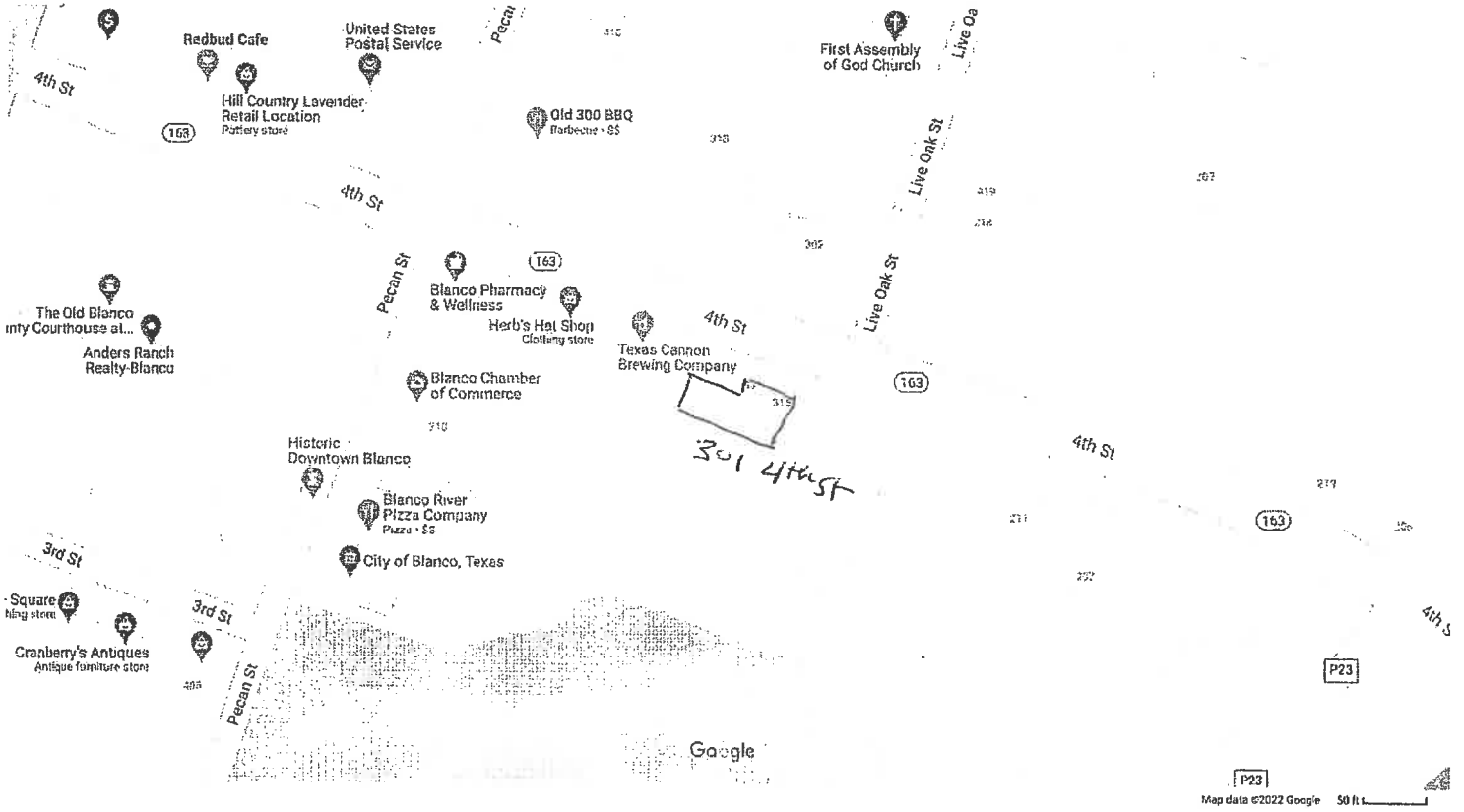
**DT** Tiner Development Service, LLC  
 Construction & Project Management  
 Land Development  
 12221 Blanco Rd, #2801 PH: 210-490-6001  
 SAN ANTONIO, TEXAS 78216 FAX: 210-493-9580

*[Handwritten Signature]*  
 ROY R. ROSIN, R.P.L.S.    FIRM NO. 10251500

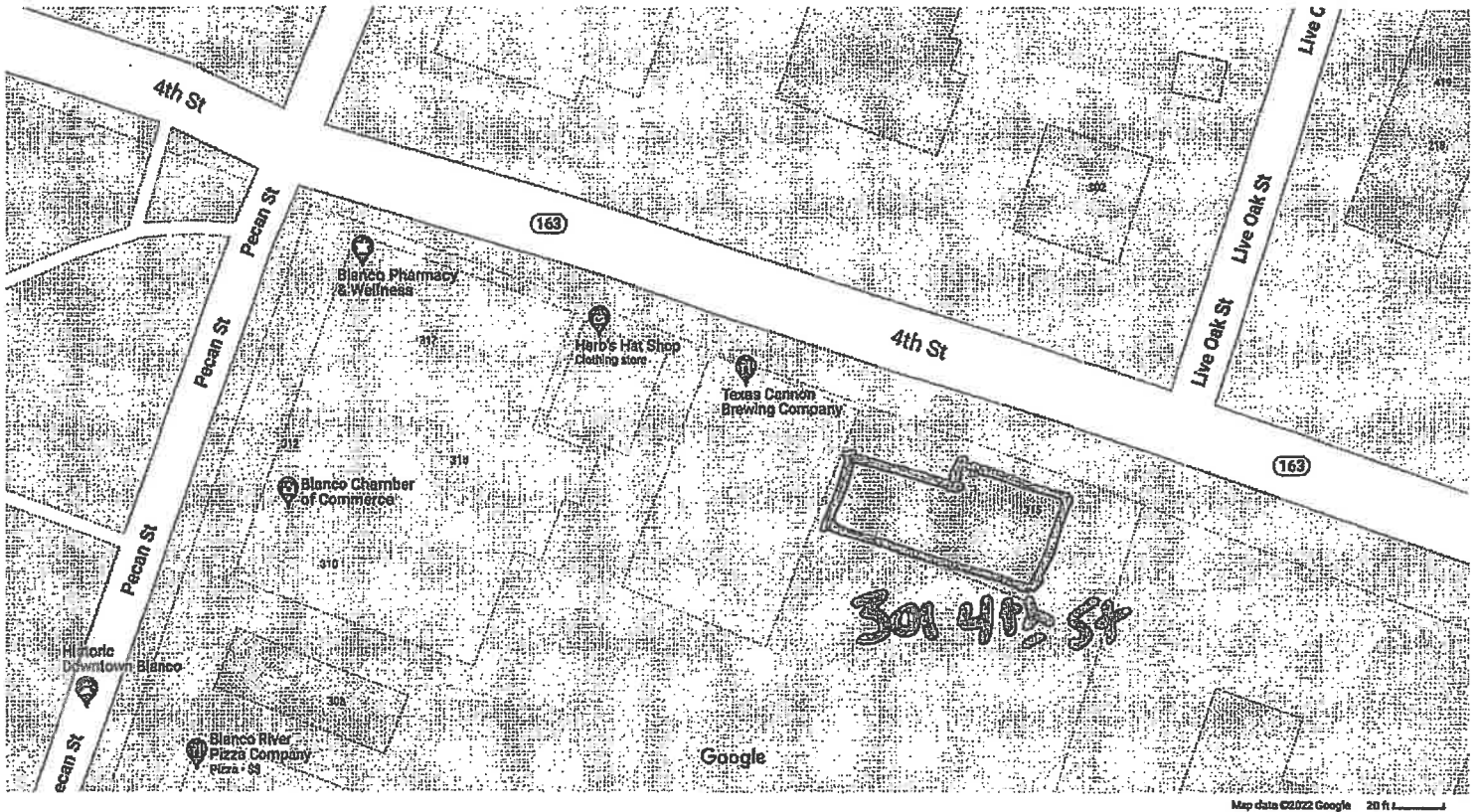




Google Maps



Google Maps

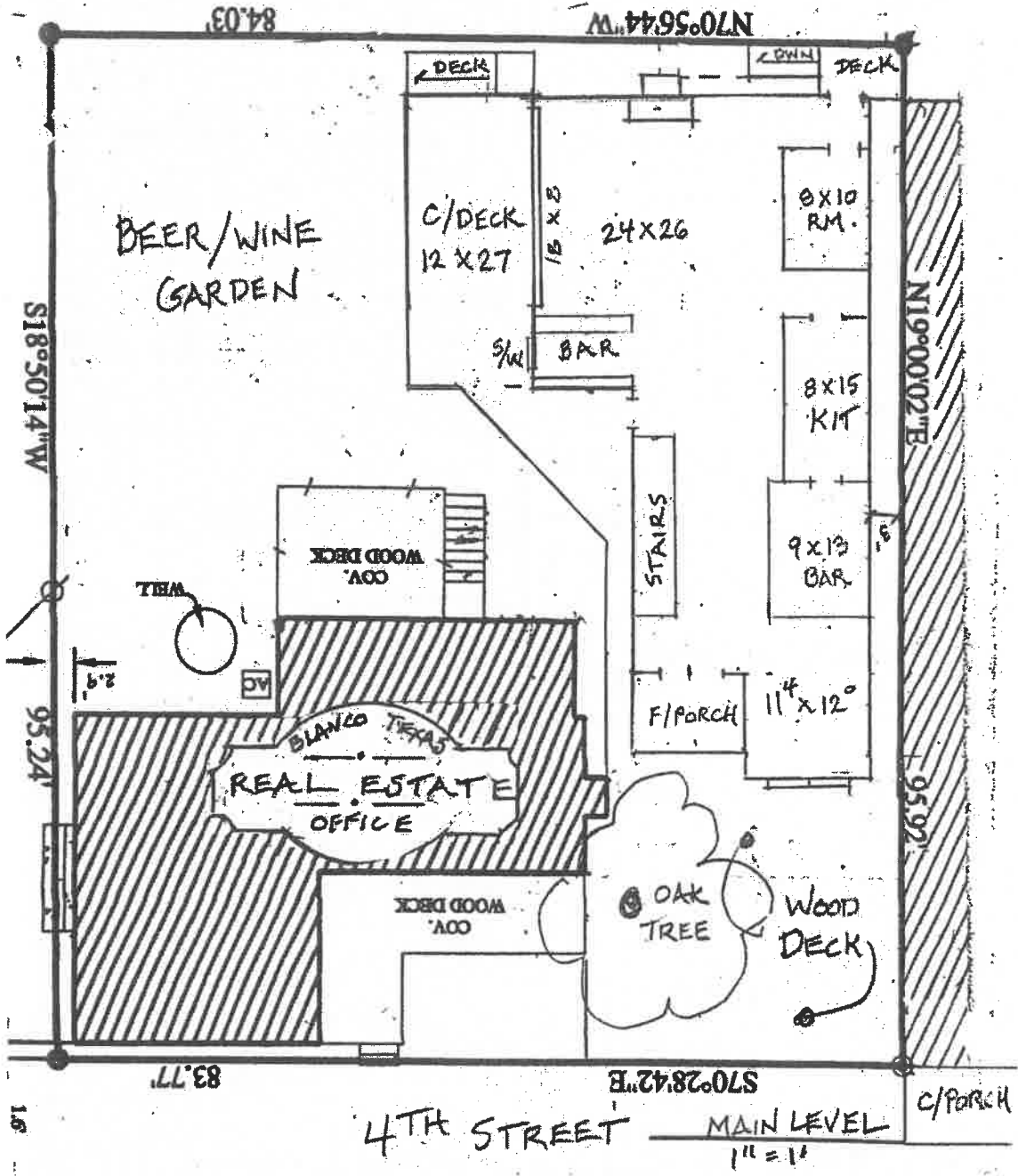




BLAEO  
TEXAS  
REAL ESTATE

TEX.  
CAN

REAR  
PARKING



NEW BUILDING AREA REQUEST  
PRELIMINARY SKETCH

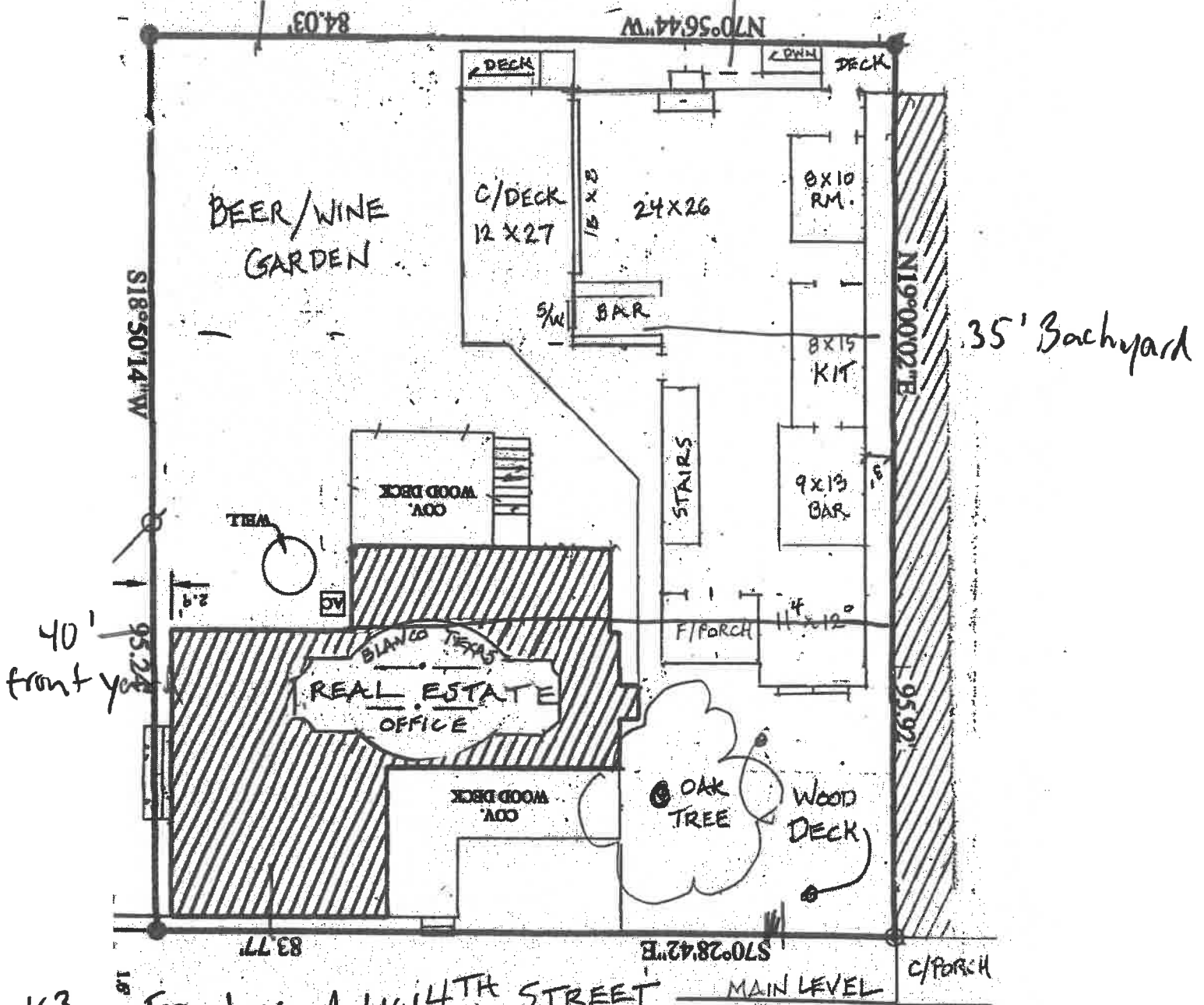
I DRAW HOUSE PLANS  
GARY M JONES  
gmjsongbird@gmail.com  
817-894-0805

V1 - Lot width 100' req (84') see 5.1

V2 - Parking (no parking provided)

20' side yard

20' side yard



V3 - Front yard 40' 4TH STREET

V4 - Side yard both sides 20'

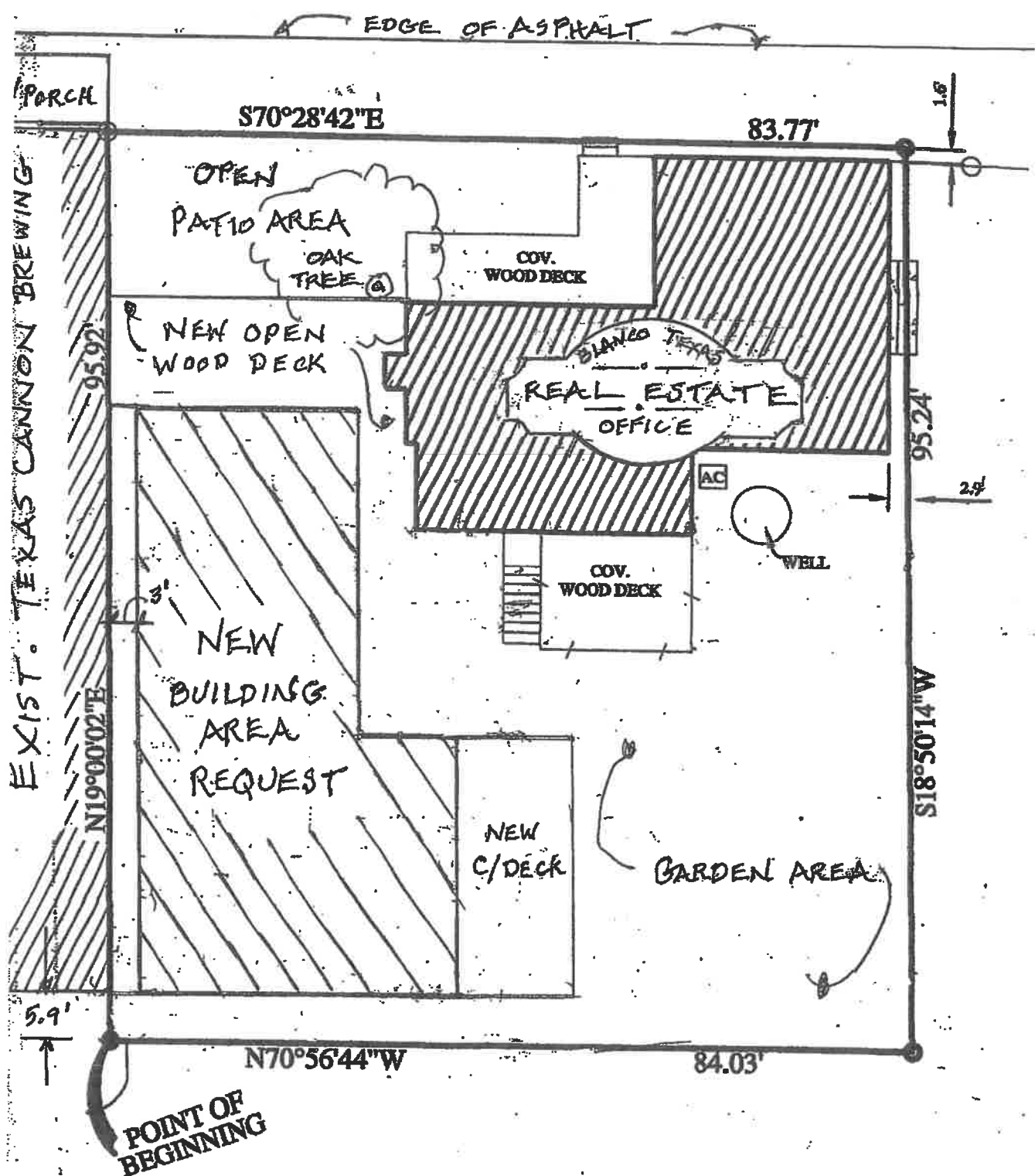
V5 - Back yard 35'

NEW BUILDING AREA REQUEST

PRELIMINARY SKETCH

I DRAW HOUSE PLANS  
 GARY M. JONES  
 gmj@songbird@gmail.com  
 817-894-0805

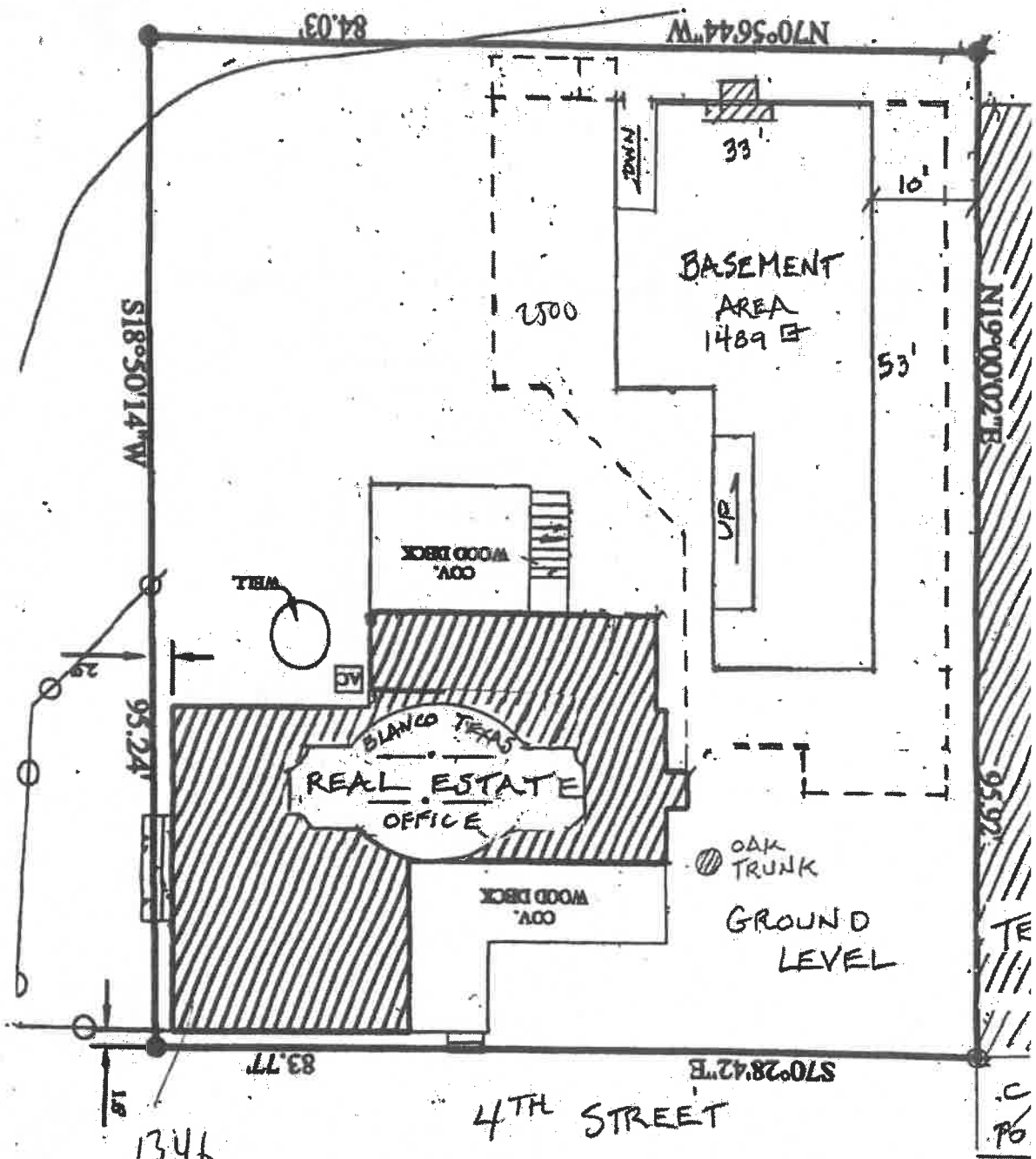
4TH STREET



NEW BUILDING AREA REQUEST

1" = 10'

I DRAW HOUSE PLANS  
GARY M JONES  
gmjsongbird@gmail.com  
817-894-0805

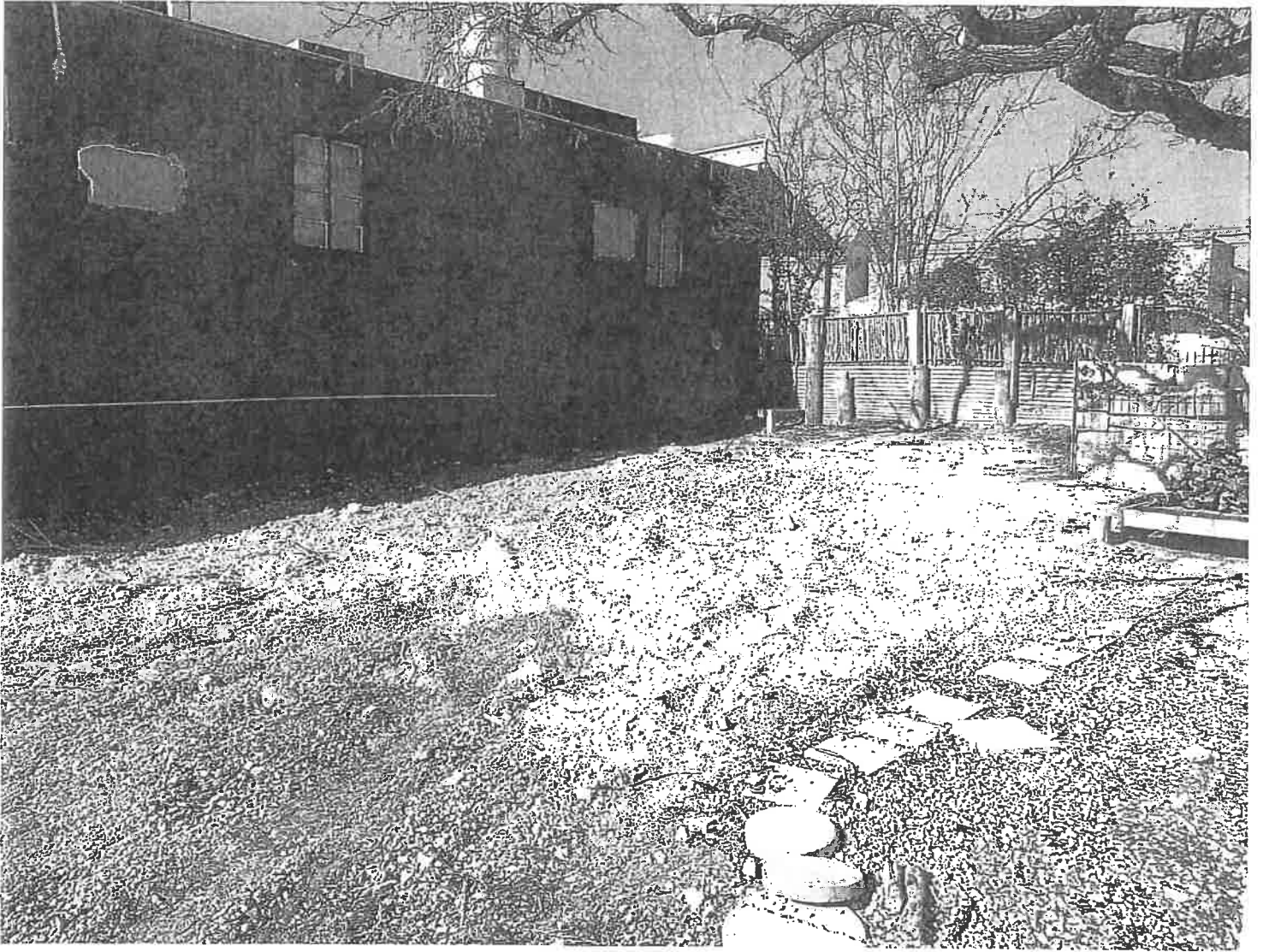


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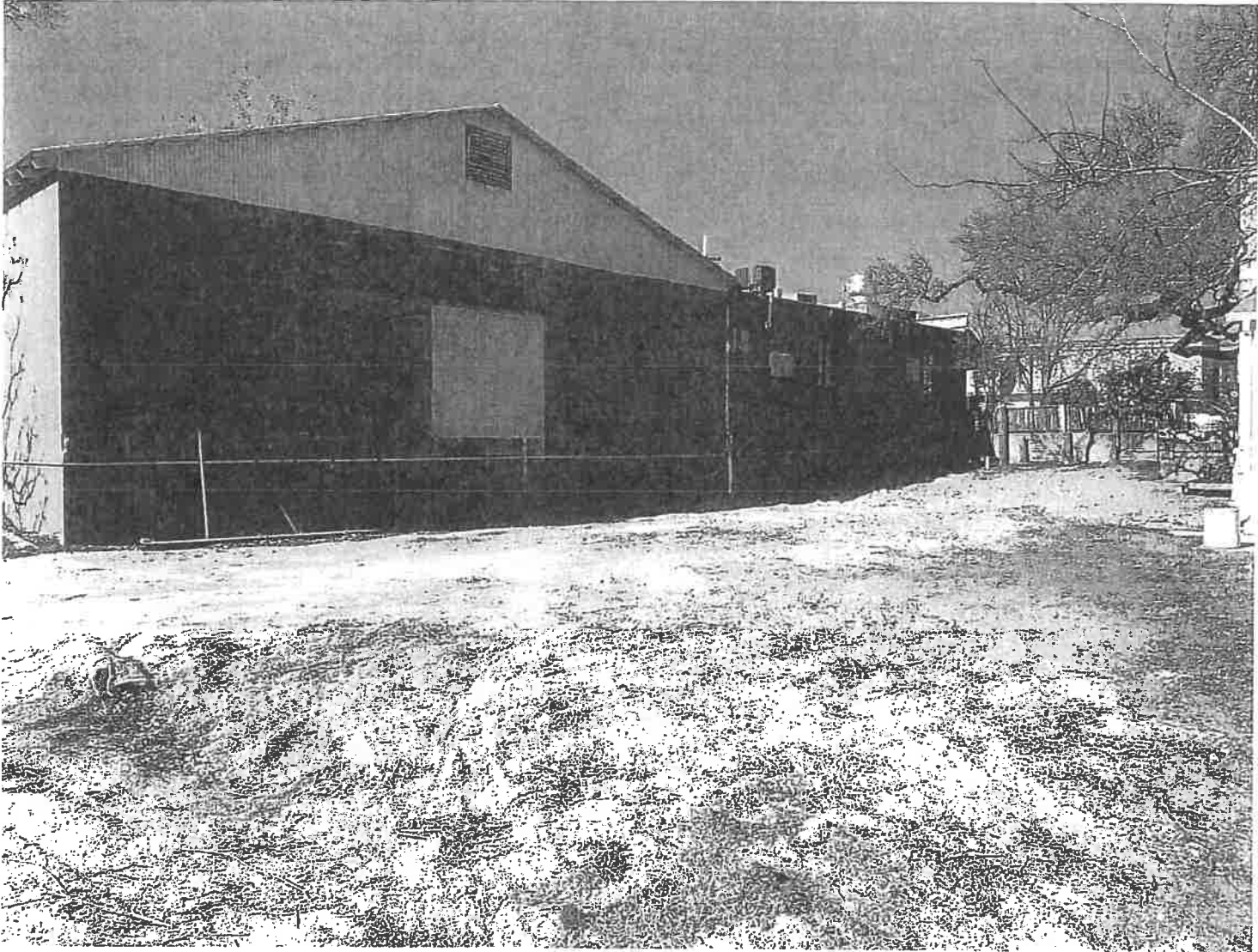
NEW BUILDING AREA REQUEST

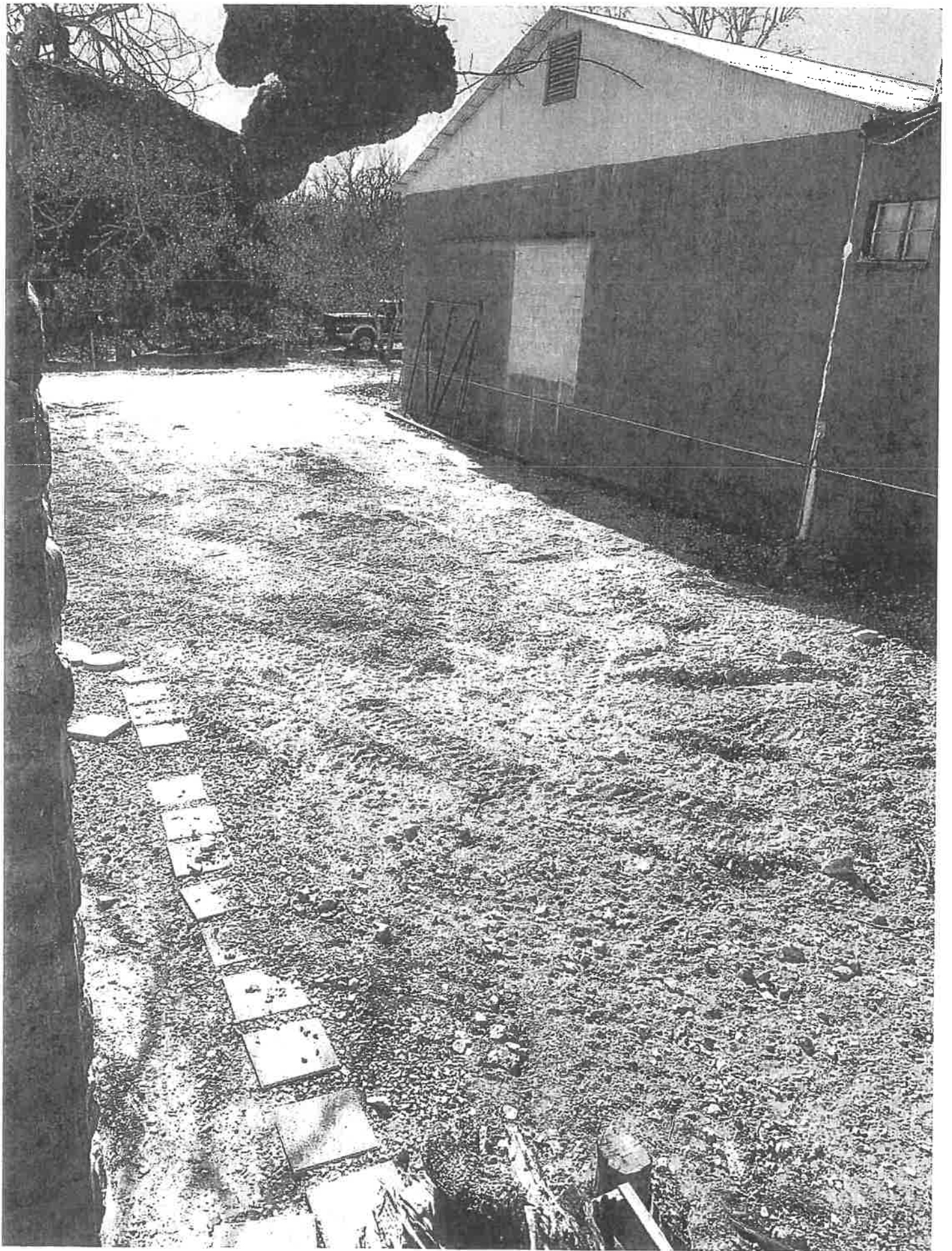
I DRAW HOUSE PLANS  
 GARY M JONES  
 gmjsongbird@gmail.com  
 817-894-0805



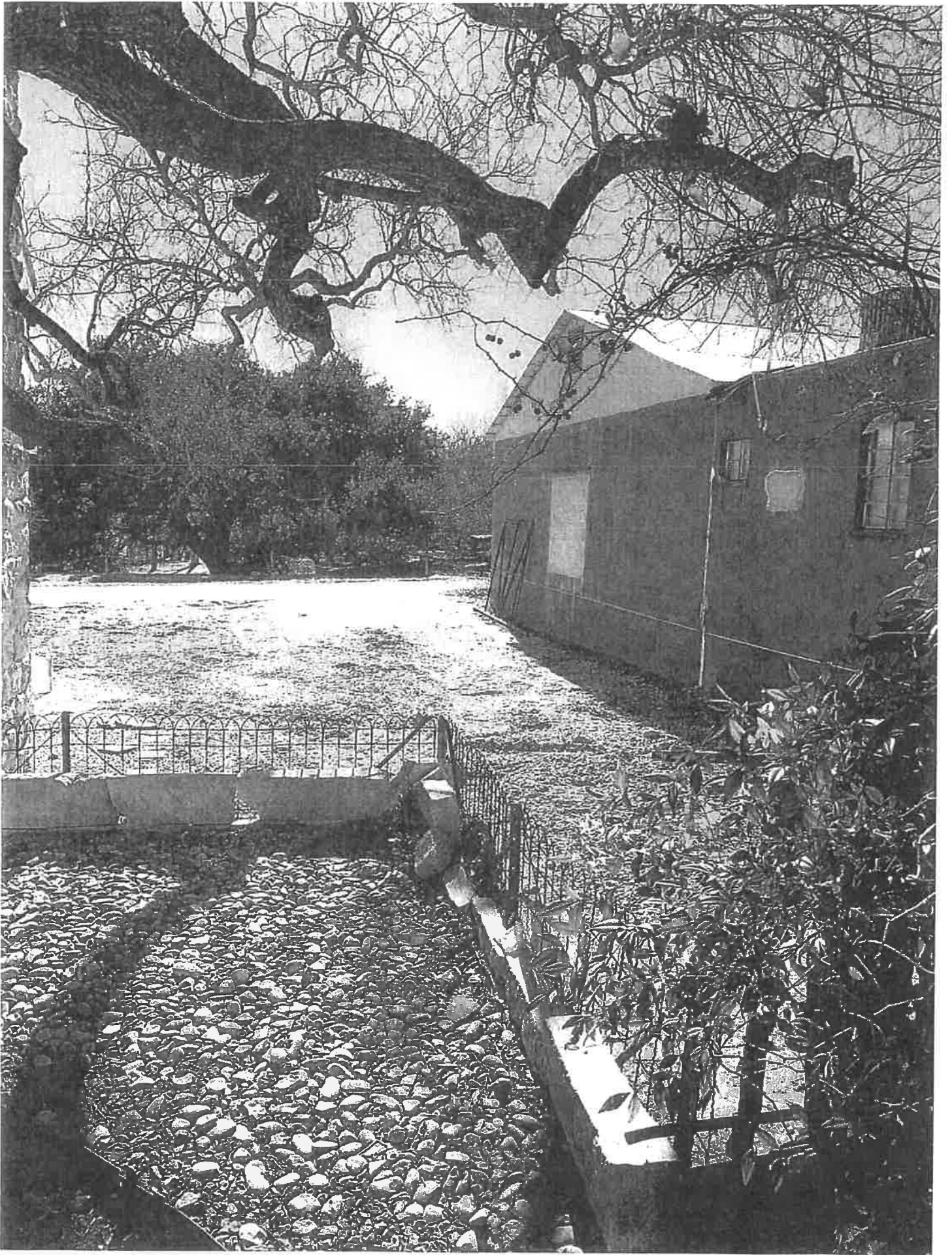












**NEW BUSINESS**

**ITEM #6**



# City of Blanco

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

April 12, 2022

**STAFF REPORT:** Greenlawn Place is a subdivision of 2.04 acres east of Greenlawn Parkway, north of 13<sup>th</sup> street and south of 15<sup>th</sup> Street.

**DESCRIPTION:**

A subdivision of seven single family lots that take vehicular access off of Greenlawn Parkway. Originally in the R zone and Mixed use and now in the R2 and R3 zones the applicant has reduced the proposed plat from 8 single family lots to 7 to fit within current zoning standards.

**ANALYSIS:**

The plat application was submitted on October 27<sup>th</sup> 2021 but all requirements were not met until March 11<sup>th</sup> which is why the Plat was heard on April 5<sup>th</sup> for the Planning Commission and now April 12<sup>th</sup> for City Council. To meet the current zoning requirements (7.4 lots allowed on this tract) the applicant reduced the lot count to 7 lots.

**FISCAL IMPACT:**

Seven new homes with Ad valorem taxes will provide new revenue to the City at some point.

**RECOMMENDATION:**

Planning and Zoning found that the engineering was approved by Staff (Bureau Veritas) and that the plat met all requirements for approval. P&Z recommends approval to City Council.



RECEIVED  
OCT 27 2021

### City of Blanco Application for Plat

300 Pecan Street P.O. Box 575  
Blanco, TX 78060  
830-833-4525  
Utilities@cityofblanco.com

Check one:  Master Development Plan  Final Plat  Preliminary Plat  Vacating Plat  Replat  Amending Plat  Development Plat  Conveyance Plat

- Name of Subdivision: GREENLAWN PLACE Unit No: \_\_\_\_\_  
Location Description/Nearest Intersection: Northeast corner of Greenlawn and 13th Street
- Owner/Applicant: Tejas Heritage Homes on behalf of Jason Wheeler  
Address: 7401 B Hwy 71 W. Austin, TX 78735 Email: jdoucet@doucete.com  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: 512-517-3485  
*Note: If applicant is person other than owner, a letter of authorization must be provided from owner.*
- Licensed Engineer/Surveyor (technical contact): John Doucet, P.E.  
Address: 7401 B Hwy 71 W. Austin 78735 Email: jdoucete@doucete.com  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: 512-517-3485

- Property Details:
 

City Limits:	<input checked="" type="radio"/> In <input type="radio"/> Out (ETJ)	Water Source:	<u>City of Blanco</u>
Commercial:	<input type="radio"/> Yes <input checked="" type="radio"/> No	Sewage Treatment:	<u>" " "</u>
Residential:	<input type="radio"/> Yes <input checked="" type="radio"/> No	TxDOT Frontage:	<input type="radio"/> Yes <input checked="" type="radio"/> No
No. of Lots:	<u>8</u>	100-Year Floodplain:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Total Acreage without floodplain:	<u>2.044 Acres</u>	Edwards Aquifer Zone:	<u>No Recharge</u> <u>No Contributing</u>
Density Class:			
Zoning Class:	<u>R (Existing)</u>		

- Waiver:
  - I have attached the notarized 30-day waiver signed by the owner waving my rights to sec 212.009 of the Local Government Code, allowing the City more time to properly review the application
  - I am opting out of the 30-day waiver acknowledging my application will be reviewed as is.

The undersigned agrees to comply with all platting and subdivision requirements of the City of Blanco, and hereby authorizes the surveyor/engineer to record the approved final plat. The undersigned agrees to pay the appropriate fees and agrees to pay fees for any additional review requiring consultation with City Consultants, including involvement of a contract engineer in a predevelopment conference. To the extent possible, City Staff will provide the Owner/Applicant with an estimate of fees should outside consultation be required.

[Signature] \_\_\_\_\_ 10-25-21  
Signature of Owner/Applicant Date

**Submittal Format: Submittal Fee is \$750.00 +\$30.00 per lot. PLUS THE COST OF ENGINEERING REVIEW WHICH WILL BE BILLED TO THE APPLICANT. PLAT WILL NOT BE APPROVED UNTIL FINAL INVOICE IS SETTLED**

Plat submittals should include one (1) hard copy of each required submittal document, as well as digital PDF versions of each required document, including application.

*emailed 10/28/21 will need to get billing from BV to collect balance*



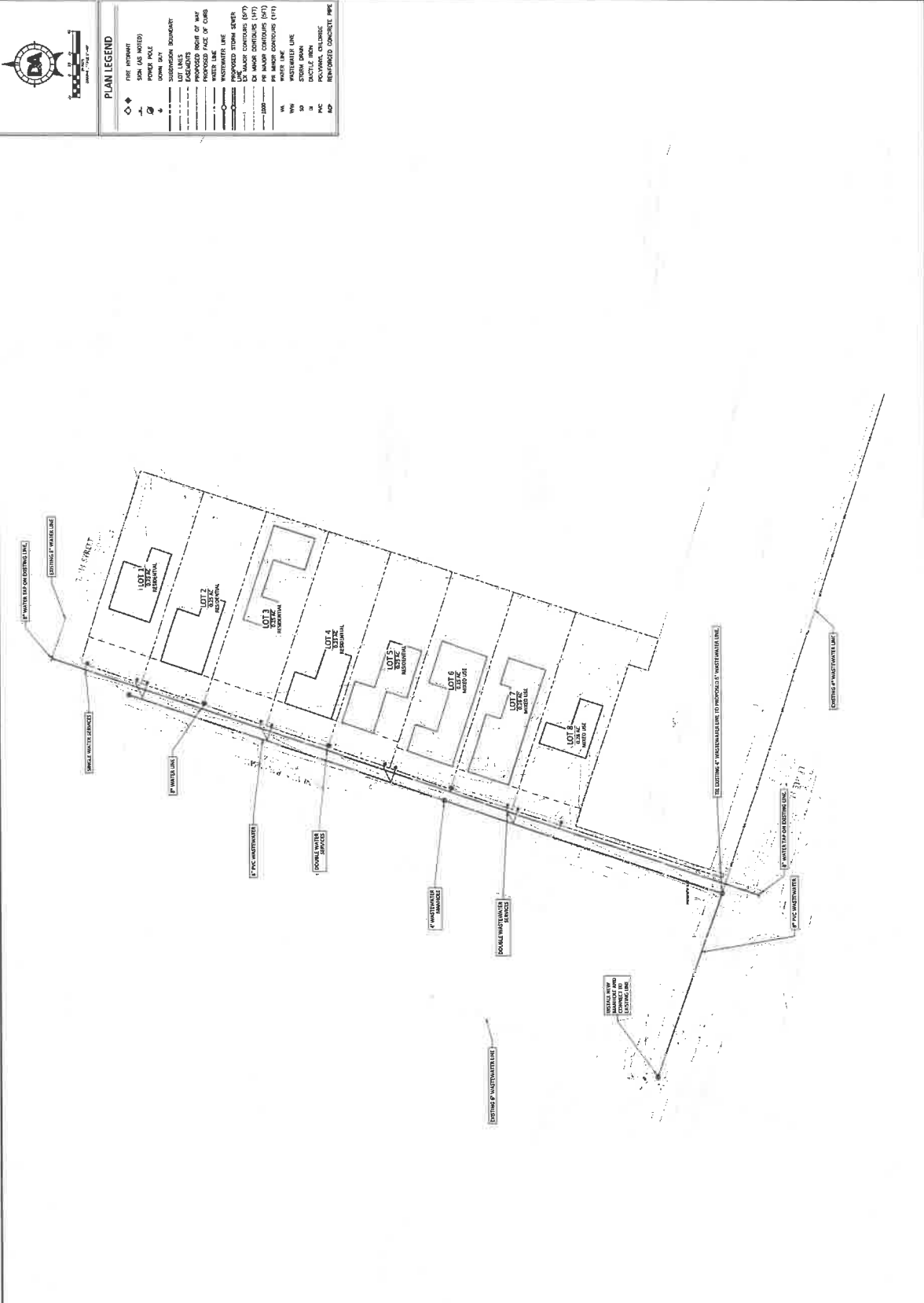


PROJECT No. 24169.003  
 SHEET 4 OF 4  
 DATE 12-27-21  
 DRAWN BY  
 CHECKED BY  
 12-27-21  
 21655

## Greenlawm Heritage Homes Subdivision Greenlawm Parkway Blanco, TX

### PRELIMINARY UTILITY EXHIBIT

Civil Engineering // Site Planning // Geospatial  
 2705 S. Highway 77, Box 100  
 Austin, TX 78728, Tel: (512) 382-2400  
 www.doucetengineering.com  
 10785 First Interstate 1078000



**PLAN LEGEND**

	FIRE HYDRANT
	SINK (AS NOTED)
	POWER POLE
	SEWER MANHOLE
	SUBSTATION BOUNDARY
	LOT LINES
	EASEMENTS
	EDGE OF WAY
	PROPOSED FACE OF CURB
	WATER LINE
	SEWER LINE
	PROPOSED STORM SEWER
	SEWER VALVE
	SEWER CONTROL BOX (SCB)
	18" MANHOLE CONTROL BOX (SCB)
	24" MANHOLE CONTROL BOX (SCB)
	36" MANHOLE CONTROL BOX (SCB)
	48" MANHOLE CONTROL BOX (SCB)
	60" MANHOLE CONTROL BOX (SCB)
	72" MANHOLE CONTROL BOX (SCB)
	84" MANHOLE CONTROL BOX (SCB)
	96" MANHOLE CONTROL BOX (SCB)
	108" MANHOLE CONTROL BOX (SCB)
	120" MANHOLE CONTROL BOX (SCB)
	132" MANHOLE CONTROL BOX (SCB)
	144" MANHOLE CONTROL BOX (SCB)
	156" MANHOLE CONTROL BOX (SCB)
	168" MANHOLE CONTROL BOX (SCB)
	180" MANHOLE CONTROL BOX (SCB)
	192" MANHOLE CONTROL BOX (SCB)
	204" MANHOLE CONTROL BOX (SCB)
	216" MANHOLE CONTROL BOX (SCB)
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	276" MANHOLE CONTROL BOX (SCB)
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	336" MANHOLE CONTROL BOX (SCB)
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	852" MANHOLE CONTROL BOX (SCB)
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	876" MANHOLE CONTROL BOX (SCB)
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	1488" MANHOLE CONTROL BOX (SCB)
	1496" MANHOLE CONTROL BOX (SCB)
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RECEIVED  
 DEC 28 2021

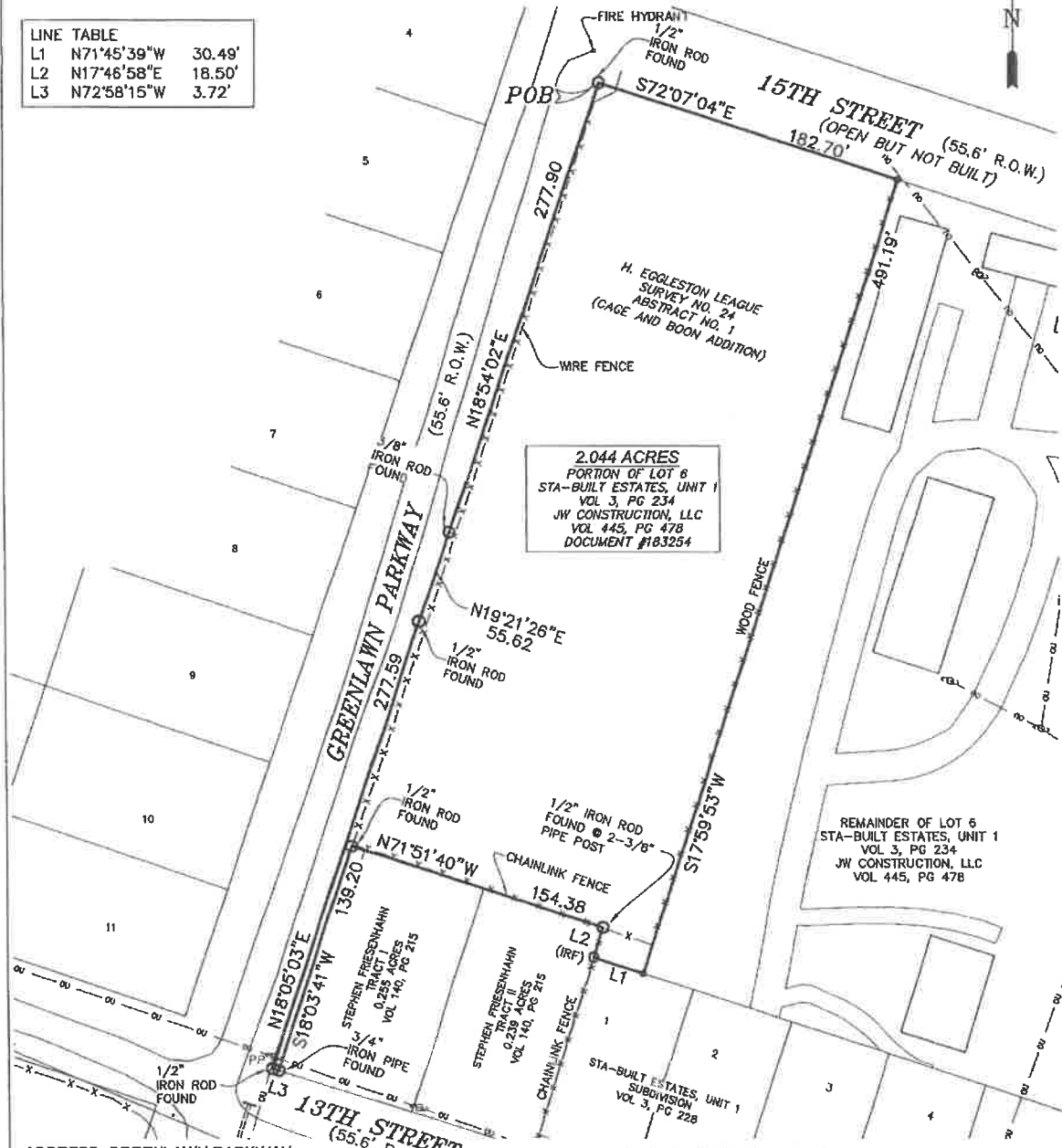
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 11/23/21 10:30:30 AM  
 11/23/21 10:30:30 AM

**SURVEY**

MAP OF A 2.044 ACRE TRACT OF LAND SITUATED IN THE CITY OF BLANCO, BLANCO COUNTY AND BEING A PORTION LOT 6 OF THE STA-BUILT SUBDIVISION, UNIT #1 OF RECORD IN VOLUME 3, PAGE 234 OF THE DEED AND PLAT RECORDS OF BLANCO COUNTY, TEXAS AND BEING ALL OF REMAINDER TRACT OF LAND CONVEYED TO JW CONSTRUCTION, LLC OF RECORD IN VOLUME 445, PAGE 478 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS AND A PORTION OF A 0.892 AC RE TRACT OF LAND CONVEYED TO JASON WHEELER OF RECORD IN DOCUMENT #183254 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS.

60 30 0 60  
SCALE : 1" = 60'

LINE TABLE		
L1	N71°45'39"W	30.49'
L2	N17°46'58"E	18.50'
L3	N72°58'15"W	3.72'



ADDRESS: GREENLAWN PARKWAY

- NOTES:
1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NAD83.
  2. THIS TRACT IS SUBJECT TO ANY AND ALL EASEMENTS, SETBACKS AND RESTRICTIONS THAT MAY AFFECT, INCLUDING THOSE NOTED IN TITLE COMMITMENT WITH EFFECTIVE DATE OF SEPTEMBER 2, 2021, ISSUED DATE SEPTEMBER 8, 2021, 2021 BY FIRST AMERICAN TITLE GUARANTY COMPANY (GF#21-1090).
  3. ALL RODS SET (I.R.S.) ARE 1/2" IRON RODS WITH ORANGE CAP STAMPED "CAWC"
  4. ALL IRON RODS FOUND (I.R.F) ARE 1/2" IRON RODS UNLESS NOTED OTHERWISE.
  5. PROPERTY IS SUBJECT TO CITY OF BLANCO AND BLANCO COUNTY ORDINANCES AND RESTRICTIONS.

SUBJECT TRACT WILL BE REQUIRED TO GO THROUGH THE CITY OF BLANCO RE-PLATTING PROCESS PRIOR TO ANY CONSTRUCTION OR FURTHER SUBDIVIDING PROCESSES.

THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR THE TRANSACTION ASSOCIATED WITH THE REFERENCED GF#. THE LIEN HOLDERS/OWNERS AND FIRST AMERICAN TITLE GUARANTY COMPANY (GF#21-1090). THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO OVERLAPPING IMPROVEMENTS VISIBLE OR APPARENT ON THE GROUND OTHER THAN SHOWN HEREON.

**CAW**  
CONSULTANTS, INC.  
Civil Engineers Land Surveyors  
Land Planners  
P.O. BOX 209  
MASON, TEXAS 76856  
830-892-0664

P.E. FRM #18432  
R.L.S. FRM #10194498

LEGEND	
IR.F.O	IRON ROD FOUND
I.R.S.	IRON ROD SET
BP	UNMARKED POINT
DC	DEED CALL
OE	OVERHEAD ELECT.
F	FENCE
PP	POWER POLE
G	GUY WIRE
WM	WATER METER
EM	ELECTRIC METER
AC	AIR CONDITIONER
GM	GAS METER
WV	WATER VALVE

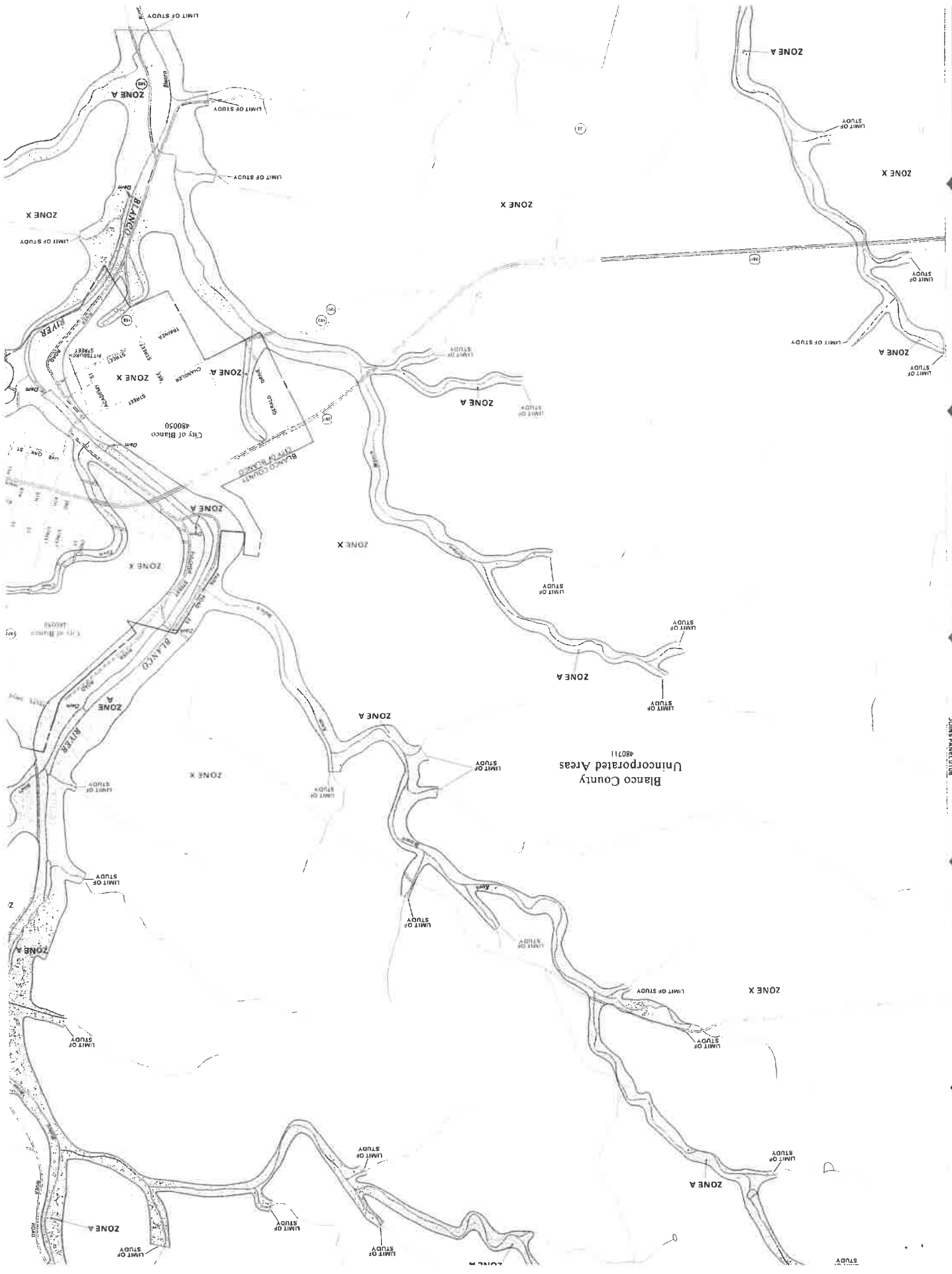
**2.044 ACRES**  
PORTION OF LOT 6  
STA-BUILT ESTATES, UNIT 1  
VOL. 3, PG. 234  
JW CONSTRUCTION, LLC  
VOL. 445, PG. 478  
DOCUMENT #183254

DRAWN BY: MRK  
CAD ID: 15-015.02  
JOB NUMBER: 15-015.02

SCALE: 1"=60'  
APPROVED BY: C.A.W.  
DATE: 08-30-21

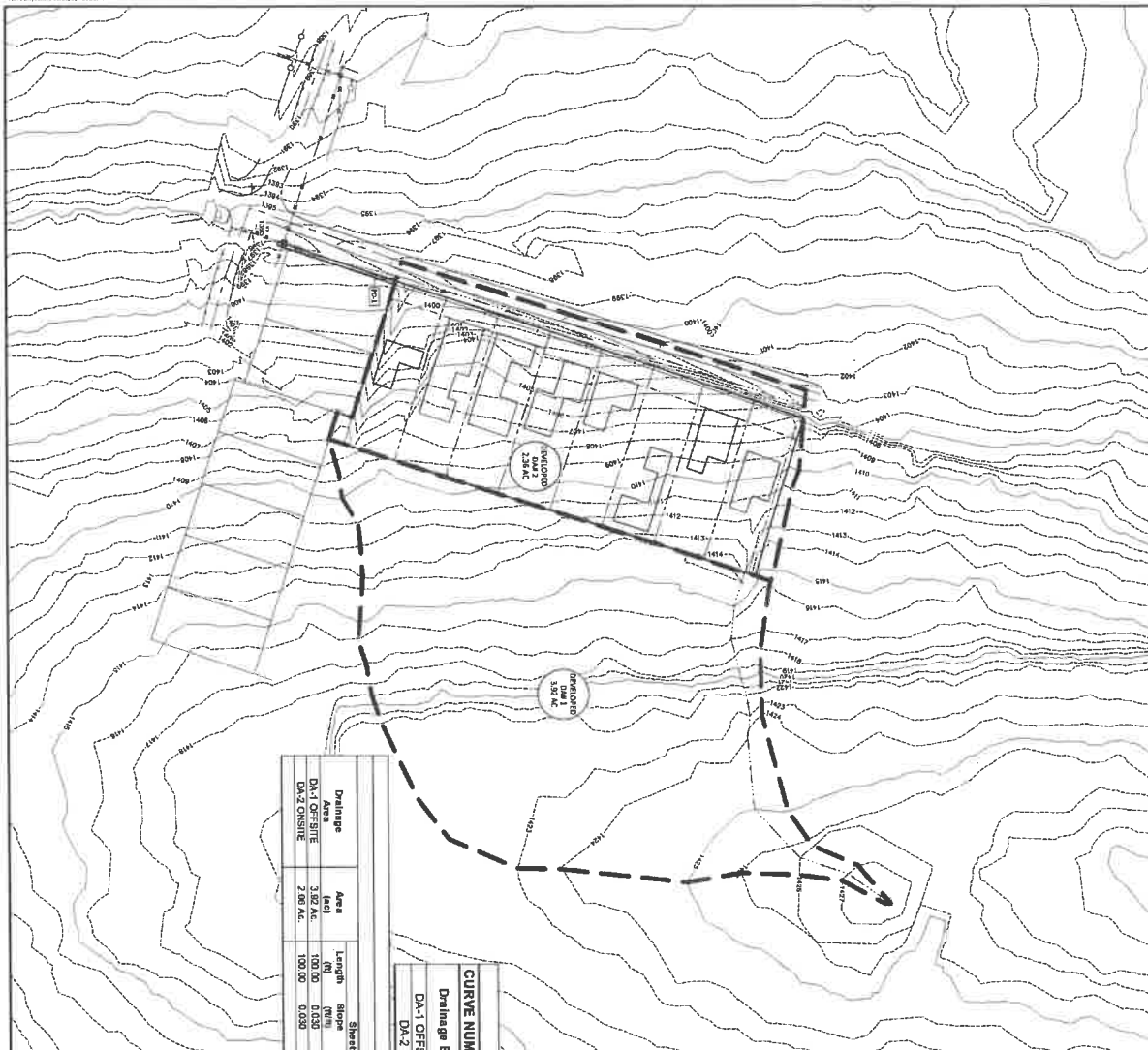
SHEET 1 OF 1





JONES PAPER, DTD 108

Drawn: C:\pwworking\greenlawn\dwg\11111111111111111111.dwg  
User: PRC/AM  
Date Modified: 2021.12.11. 13:31  
Plot Path/Plot File: 21\_11\_11111111



**CURVE NUMBER CALCULATED USING THE SCS METHOD - DEVELOPED CONDITIONS**

Drainage Basin	Drainage Area (ac)	Impervious Area (sf)	I.C. (%)	CN	S.F. Allowable (in)
DA-1 OFFSITE	170,795	3,92	0	80	0.0081525
DA-2	102,802	2.13	50%	89	0.008575

**DEVELOPED "T-C" VALUE CALCULATIONS**

Sheet Flow			Shallow Concentrated Flow			Channel Flow			Total Allowed	
Drainage Area (ac)	Length (ft)	Slope (ft/ft)	Length (ft)	Slope (ft/ft)	Length (ft)	Slope (ft/ft)	Length (ft)	Slope (ft/ft)	T <sub>s</sub> (min)	T <sub>c</sub> (min)
DA-1 OFFSITE	1000	0.030	58.7	0.07	461.12	2.65	0.05	0.010	2.60	10.28
DA-2 OFFSITE	1000	0.030	58.7	0.07	461.12	2.65	0.05	0.010	2.60	10.28

**DEVELOPED RUNOFF USING SCS METHOD**

Design Scenario	Q <sub>2</sub> (cfs)	Q <sub>10</sub> (cfs)	Q <sub>25</sub> (cfs)	Q <sub>100</sub> (cfs)
PR OFFSITE	11.7	22.3	29.5	41.3
PR ONSITE	9.0	15	19	25.5
POC PROPOSED	18.7	35.2	46.5	64.4

**LEGEND**

- ROAD CORRIDOR
- PIPE STRUCTURE
- SOB
- PROPOSED ROAD
- EXISTING ROAD
- EXISTING DRAINAGE
- DEVELOPED DRAINAGE
- DEVELOPED STREET LINE
- DEVELOPED LOT LINES
- EXISTING LOT LINES
- EXISTING UTILITY
- EXISTING ELEVATION
- EXISTING ELEVATION
- EXISTING ELEVATION
- EXISTING ELEVATION

Greenlawn Heritage Homes  
Subdivision  
Greenlawn Parkway  
Blanco, TX

PRELIMINARY  
PROPOSED CONDITIONS  
DRAINAGE AREA MAP

**DOUCET**  
Civil Engineering // Entitlements // Geospatial  
7401 B. Highway 71 W. Ste. 110  
Austin, TX 78755. Tel: (512)-855-2400  
www.doucetengineers.com  
1875 Firm Number: 3137  
18755 Firm Number: 10105800

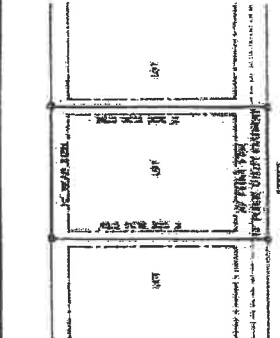
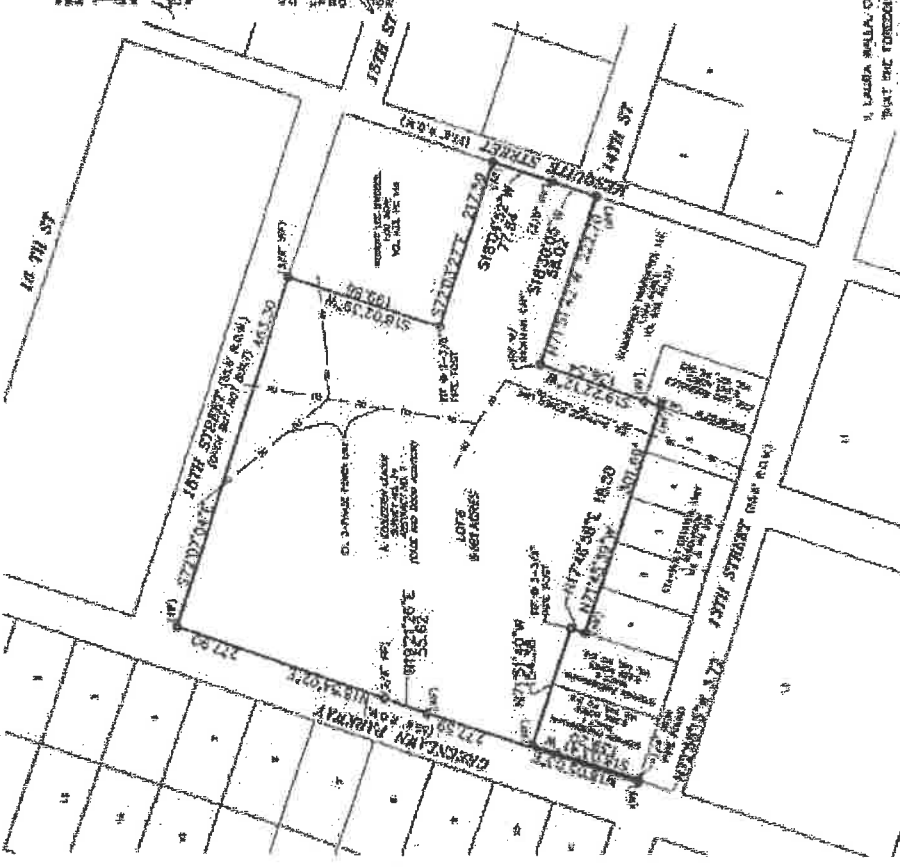


ADDRESS: 14TH STREET  
SCALING: 1" = 100'  
THE COUNTY CLERK HAS REVIEWED THIS INSTRUMENT AND HAS RECORDED IT IN THE PUBLIC RECORDS OF BLANCO COUNTY, TEXAS.



### LEGEND

- - 1/4 AC OR MORE
- - 1/4 AC OR LESS
- - - - - EASEMENT
- - BUILDING SETBACK



STREET

STATE OF TEXAS  
COUNTY OF BLANCO  
I, \_\_\_\_\_, COUNTY CLERK OF BLANCO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012, AT \_\_\_\_\_ O'CLOCK P.M., IN THE PLAT RECORDS OF BLANCO COUNTY, TEXAS IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_.

WITNESSED MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

\_\_\_\_\_ COUNTY CLERK

APPROVED AND ESTABLISHED

**STA-BUILT ESTATES UNIT**  
LOT 8

AS OF THE LOT COVERED BY THIS INSTRUMENT WAS THE PROPERTY OF STA-BUILT ESTATES UNIT, LOT 8, AS SHOWN ON THE PLAT RECORDS OF BLANCO COUNTY, TEXAS IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_.

WITNESSED BY ME AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

\_\_\_\_\_ COUNTY CLERK

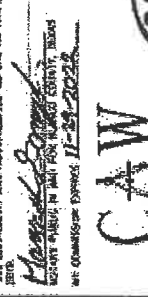
APPROVED AND ESTABLISHED

**STA-BUILT ESTATES UNIT**  
LOT 8

APPROVED AND ESTABLISHED BY: *[Signature]*  
COUNTY CLERK

WITNESSED BY ME AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

\_\_\_\_\_ COUNTY CLERK



**CAW CONSULTANTS, INC.**

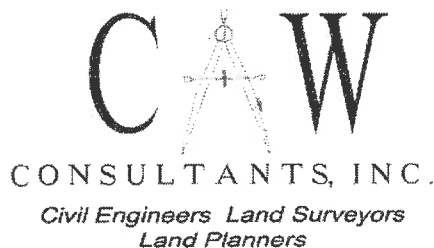
2201 W. 14TH STREET  
BLANCO COUNTY, TEXAS 76708

PHONE: 817-263-3300  
FAX: 817-263-3301  
WWW.CAWCONSULTANTS.COM

**BLANCO COUNTY, TEXAS**

WITNESSED BY ME AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

\_\_\_\_\_ COUNTY CLERK



## Metes and Bounds Description

### 2.044 ACRES OF LAND ~ BLANCO COUNTY, TEXAS

**FIELD NOTES OF A 2.044 ACRE TRACT OF LAND SITUATED IN THE CITY OF BLANCO, BLANCO COUNTY AND BEING A PORTION LOT 6 OF THE STA-BUILT SUBDIVISION, UNIT #1 OF RECORD IN VOLUME 3, PAGE 234 OF THE DEED AND PLAT RECORDS OF BLANCO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: ALL IRON RODS SET ARE ½" REBAR WITH AN ORANGE PLASTIC CAP STAMPED "CAWC".**

**BEGINNING** at a ½" iron rod found in the south intersection of Greenlawn Parkway and 15<sup>th</sup> Street (open but not constructed) for the north corner of Lot 6 and this tract.

**THENCE**, along an unfenced line, South 72°07'04" East, 182.70 feet with the northeast line of this tract and Lot 6 and the southwest right-of-way line of 15<sup>th</sup> Street to a ½" iron rod set for the northeast corner of this tract.

**THENCE**, generally along a fenced line, South 17°59'53" West, 491.19 feet with the southeast line of this tract cutting across Lot 6 to a ½" iron rod set in the north line of Lot 1 of the Sta-Built Estates Subdivision of record in Volume 3, Page 228 of the Deed and Plat Records of Blanco County, Texas for the southeast corner of this tract.

**THENCE**, along an unfenced line, North 71°45'39" West, 30.49 feet with the southwest line of this tract and Lot 6 and the northeast line of Lot 1 to a ½" iron rod found for the south corner of a 0.239 of an acre tract of land conveyed to Stephen Friesenhahn of record in Volume 140, Page 215 of the Official Public Records of Blanco County, Texas for a western corner of Lot 6 and this tract.

**THENCE**, generally along a fenced line, North 17°46'58" East, 18.50 feet with a northwestern line of this tract and the southeast line of the 0.239 of an acre tract to a ½" iron rod found at the base of a 2-3/8" pipe post for the east corner of the 0.239 acre tract and an interior corner of the 6.339 acre tract and this tract.

**THENCE**, generally along a fenced line, North 71°51'40" West, 154.38 feet a southwest line of this tract and the 6.339 acre tract and the northeast line of the 0.239 of an acre tract and a 0.255 acre of an acre tract of land conveyed to Stephen Friesenhahn of record in Volume 140, Page 215 of the Official Public Records of Blanco County, Texas to a ½" iron rod found for the north corner of the 0.255 of an acre tract and an interior corner of the 6.339 acre tract and this tract.

**THENCE**, along an unfenced line, South 18°03'41" West, 139.20 feet with an interior line of this tract and Lot 6 and the northwest line of the 0.255 of an acre tract to a ¾" iron pipe found in the northeast right-of-way line of 13<sup>th</sup> Street for the west corner of the 0.255 of an acre tract and a western corner of Lot 6 and this tract.

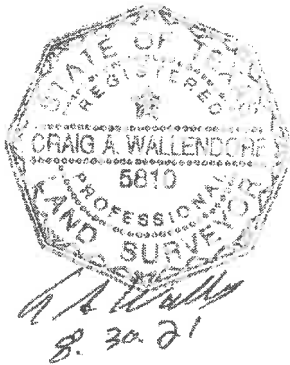
**THENCE**, along an unfenced line, North 72°58'15" West, 3.72 feet with the southwest line of this tract and Lot 6 and the northeast right-of-way line of 13<sup>th</sup> Street to a ½" iron rod found at the east intersection of 13<sup>th</sup> Street and Greenlawn Parkway for the west corner of Lot 6 and this tract.

**THENCE**, along an unfenced line, North 18°05'03" East, 277.59 feet with the northwest line of this tract and Lot 6 and the southeast right-of-way line of Greenlawn Parkway to a ½" iron rod found at an angle point;

**THENCE**, along an unfenced line, North 19°21'26" East, 55.62 feet with the northwest line of this tract and Lot 6 and the southeast right-of-way line of Greenlawn Parkway to a 3/8" iron rod found at an angle point;

**THENCE**, along an unfenced line, North 18°54'02" East, 277.90 feet with the northwest line of this tract and Lot 6 and the southeast right-of-way line of Greenlawn Parkway to the **POINT OF BEGINNING** and containing 2.044 acres of land according to a survey on the ground on August 30, 2021 by CAW Consultants, Inc.

This description is based on the Survey and Survey Map produced by CAW Consultants, Craig A. Wallendorf, Registered Professional Land Surveyor #5810 on August 30, 2021. This description is to be accompanied by a Survey Map sealed on the same date.



Craig A. Wallendorf, P.E., R.P.L.S.  
R.P.L.S. No. 5810  
CAW Consultants  
P.O. Box 209  
Mason, Texas 76856  
Phone 830- 992-0964  
Job No. (15-015.02) 1817663  
August 30, 2021

**NEW BUSINESS**

**ITEM #7**



17<sup>th</sup> 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. 3<sup>rd</sup> Street at 281 to Pecan Street.
  - b. Pecan Street from 2<sup>nd</sup> to 4<sup>th</sup> Street.

The large barricade is requested to be placed at 3<sup>rd</sup> 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.

**NEW BUSINESS**

**ITEM #8**

**WORKING DRAFT--SHORT TERM-RENTAL ORDINANCE**

**APRIL 6, 2022 DRAFT**

**AN ORDINANCE AMENDING THE CITY OF BLANCO CODE OF ORDINANCES, CHAPTER 9, "PLANNING AND DEVELOPMENT", AND EXHIBIT A THERETO (UNIFIED DEVELOPMENT CODE) (UDC) BY AMENDING RELEVANT SECTIONS OF SUCH CODE, AND CREATING UNDER CHAPTER 5, "BUSINESS REGULATION", A NEW ARTICLE 5.04, ENTITLED "REQUIREMENTS FOR PROPERTIES USED AS SHORT-TERM RENTALS"; ESTABLISHING REQUIREMENTS AND REGULATIONS FOR USE OF PROPERTY AS A SHORT-TERM RENTAL; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$300.00 PER OFFENSE FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, the City Council of the City of Blanco ("City") is continually reviewing the provisions of the City Code of Ordinances relating to land use and other circumstances which generally impact the health, safety and well-being of residents, citizens and inhabitants; and

**WHEREAS**, the City Council finds that there are certain owners of residential short-term rental properties within the City who do not provide adequate information on how they may be contacted; and

**WHEREAS**, the City Council finds that there are owners of residential short-term rental properties who do not reside locally or who reside out-of-state; and

**WHEREAS**, the City Council finds that some owners of residential short-term rental properties do not have firsthand knowledge of the condition of their properties or the individuals who are renting the structure for short-term rental; and

**WHEREAS**, the City Council finds that there are owners of certain residential short-term rental properties that do not pay the required hotel/motel occupancy tax; and

**WHEREAS**, the City Council desires to preserve and enhance residential neighborhoods and property values; and

**WHEREAS**, in consideration of the foregoing, and other matters before City Council, the City Council of the City has determined that it would be advantageous, beneficial and in the best interest of the citizens of the City to amend certain provisions of the City's Code of Ordinances, Chapter 9, "Planning and Development" and Exhibit A thereto, Unified Development Code (UDC), and Chapter 5, "Business Regulation", to create a new Article 5.04, in the City's Code of Ordinances, entitled "Additional Requirements for Properties Used as Short-Term Rentals";

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLANCO, STATE OF TEXAS:**

**SECTION 1. FINDINGS OF FACT.**

That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

**SECTION 2. AMENDMENTS TO THE CITY OF BLANCO CODE OF ORDINANCES, CHAPTER 9, "PLANNING AND DEVELOPMENT", AND EXHIBIT A THERETO (UNIFIED DEVELOPMENT CODE) (UDC) BY AMENDING RELEVANT SECTIONS OF SUCH CODE; AND CHAPTER 5, "BUSINESS REGULATION", CREATING NEW ARTICLE 5.04, ENTITLED "REQUIREMENTS FOR PROPERTIES USED AS SHORT-TERM RENTALS"**

The Code of Ordinances of the City, Chapter 9, "Planning and Development", at Exhibit A, UDC, is hereby amended to add or amend certain definitions, amend provisions relating to the process of amending or creating exceptions and conditions to current property uses under the City's Comprehensive Plan and Zoning map; and under Chapter 5, "Business Regulation", create a new Article 5.04, entitled as "Additional Requirements for Owners of Properties Used as Short-Term Rentals", as follows:

**A. DEFINITIONS.** The following definitions under Section 1.13 Definitions, of the City's UDC are hereby amended, in part or whole, as stated below, or adopted in their entirety as new definitions, and if applicable, thus repeal and replace the current definition stated if such definition is currently stated within the City's UDC:

**ACCESSORY STRUCTURE/USES**

An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. Accessory structures may include a detached garage, storage shed, residential garage, guest house, and other similar structures.

**APARTMENT**

A building or group of buildings which contain multiple dwelling units for rent to multiple families or individuals. Apartments may be leased, rented, or owned in a condominium style of ownership. Such facilities are prohibited from receiving STR permits.

**CO-OWNERSHIP/FRACTIONAL OWNERSHIP, RESIDENTIAL**

Properties the overall cost of which is split among a group of owners, each owner holding a fractional ownership interest in the property that allows for shared personal use of the property,

and when the property is rented out for a profit by a fractional owner, it may serve as a form of investment property.

#### **CORPORATE HOUSING**

Housing of a transient nature, provided by a business, corporation, or similar other entities, to employees, affiliates associated with the Business, or other guests. Housing may be provided by the business for team building, corporate events, employee awards or as part of a benefits package, and may not result in payment by occupants for the duration of the stay, limited to one dwelling unit per lot.

#### **DUPLEX RESIDENTIAL**

The use of a site for two dwelling units, within a single building, other than a manufactured home. These facilities are prohibited from receiving STR permits.

#### **GUEST**

The overnight occupants, who are eighteen (18) years or older, renting temporary transient lodging for a specified period and the daytime visitors of the overnight occupants.

#### **LOCAL CONTACT PERSON**

The Owner, Operator, or person designated by the Owner or the Operator, who shall be available 24 hours per day for the purpose of responding to concerns or requests for assistance related to the Owner's Short-term Rental.

#### **MULTIPLE FAMILY RESIDENTIAL**

The use of a site for three or more dwelling units, within one or more buildings, including apartments, triplexes, and fourplexes intended for rental, lease or condominium ownership. The term multiple family does not include bed and breakfast lodging, manufactured housing, single-family detached or attached residential uses. These facilities are prohibited from obtaining STR permits.

#### **OPERATOR**

The Owner or the Owner's authorized representative who is responsible for advertising and/or operating a Short-term Rental.

#### **OWNER**

The person or entity that holds legal or equitable title to a property.

#### **SHORT-TERM RENTAL (STR)**

Any structure used for transient or guest lodging accommodations, rented for compensation of a dwelling unit, that is not owner occupied, which includes but is not limited to a single-family

residence, townhouses, and other residential real estate improvements, in which the public may obtain sleeping accommodations for a period less than thirty (30) consecutive days. The term applies regardless of whether the dwelling was originally constructed or zoned as a residential dwelling. This term does not apply to duplexes, multi-family projects or apartment complexes. This term is a general definition of STRs and is inclusive of the various types of STRs further defined in this section.

#### **SHORT-TERM RENTAL, ACCESSORY STRUCTURE/USES**

A property containing a primary dwelling that also contains a legal guest house that is being used for Short-Term Rental purposes. The guest house shall be limited to 50% of the square feet of the primary structure and shall not exceed 1,000 square feet in size.

#### **SHORT-TERM RENTAL, DWELLING UNIT**

A short-term rental dwelling unit is defined as a structure or room, that is rented separately from other rental units on the property, for the purpose of transient or guest lodging. Each individual short-term rental dwelling unit shall be required to obtain a separate short-term rental permit.

#### **SHORT-TERM RENTAL PERMIT.**

A permit issued by the City authorizing the use of a privately owned dwelling as a Short-term Rental.

**B. AMENDMENTS TO APPROVAL CRITERIA FOR SPECIAL USE PERMIT.** The following provisions amend Chapter 3.5(4) of the City's UDC to create and adopt new provisions of such Chapter, and create and adopt consistent cross-references and amendments in applicable provisions of Chapter 2 & 3, as follows:

1. The following amendment is adopted as a new general criteria for approval of a Special Use Permit, at Chapter 3.5(4)(c)i.5, as follows:

5. Compatibility with existing or permitted uses on abutting sites or within the area of the proposed use, and the relationship between the proposed use and the following:

1. Buffers
2. Driveways
3. Parking Areas

2. Additional Criteria for Short-term Rentals. In addition to the foregoing criteria, the following criteria shall be applied to any application for a Special Use Permit for a short-term rental. Such criteria are adopted here as an amendment to Chapter 3.5(4)(c)iii, as follows:

iii. **Additional Criteria for Short-term Rentals.**

1. The property affected by the request is within a R3 or R5 zoning district.
2. The property affected by the application, if granted, will not substantially impact, affect, or impair the underlying character or usage within the zoned district in which the property is located.
3. The application if granted will have no adverse effect on any property within one thousand (1000) feet of the affected property [and is not immediately adjacent to another short-term rental].
4. The applicants' consent and agreement to operate in accordance with the other requirements for short-term rentals set forth in the City's Code of Ordinances.

**C. ADDITIONAL REQUIREMENTS FOR PROPERTIES USED AS SHORT-TERM RENTALS.** The following provisions are adopted under the City's Code of Ordinances, Chapter 5, "Business Regulation", to create a new Article 5.04, entitled as "Additional Requirements for Owners of Properties Used as Short-Term Rentals", as follows:

**General Requirements:** All short-term use facilities shall be subject to the following requirements in addition to those otherwise set forth in the City's Code of Ordinances:

1. **Food Service:**
  - a. Only overnight guests may receive food service, except in City zones permitting restaurant services.
  - b. Such food service shall be limited to continental style breakfast, consisting of pastries prepared by a licensed provider, and pre-packaged milk, cereal, fruit, fruit juice and coffee, unless the facility meets the State of Texas and Blanco County Health Division requirements for commercial food service.
2. **Signs:** All signs must comply with the City's sign ordinance. A two (2) square foot nameplate may be attached to the structure.
3. **Code Compliance Generally; Americans with Disabilities Act (ADA) and the 2012 Texas Accessibility Standards (TAS):** All short-term rental facilities must comply with all Federal, State of Texas, and City of Blanco building codes for existing or new construction, and if applicable to the specific dwelling structure, ADA and TAS standards.
4. **Fire & Safety:** Short-term rental uses shall comply with the regulations for Fire Protection set forth in the appropriate NFPA 101 Life Safety Code [except sprinklers].
5. **External lighting:** All external lighting shall be shielded from adjoining properties and comply with the City's outdoor lighting ordinances.

6. **Special Limitations upon Short-term Rental, Accessory, within R3 & R5 Zoning Districts.**

a. **Short-term Rental, Accessory may be permitted only in R3 & R5 zoning districts.**

b. **The Short-term Rental, Accessory structure shall not be larger than the main or primary structure on the property and shall meet all other City regulations and ordinances.**

7. **Historic Overlay District.**

a. **Properties located in the Historic Overlay District shall be developed in accordance with the development standards of the base zoning district and all other City regulations and ordinances, subject to the following restriction:**

i. **Density shall be in accordance with the base zoning district, except that the number of STR structures shall be limited to a maximum of one (1) structure per five thousand (5,000) square feet of land.**

ii. **Commercially-zoned properties in the Historic Overlay District shall be developed in accordance with the base zoning district and all other City regulations and ordinances.**

8. **Utilities. Each Short-term, Accessory and Short-term Rental shall be served by a single water and electrical meter.**

9. **Trash & Solid Waste. Each STR shall provide a minimum of ninety-six-gallons (96 gals) of bulk garbage container capacity, or equivalent, for every four (6) occupants, based on the maximum permitted occupancy for the STR.**

10. **Quiet Hours. Each STR use shall have signage posted in a prominent location in the rear yard or other common gathering area, providing the occupants and guests with notice of the Nighttime Hours, as set forth in the City's Noise and Sound Level Regulation ordinance.**

11. **Permitting. It shall be unlawful for any person or entity to rent, or offer to rent, any Short-term Rental without a valid Short-term Rental Permit issued by the City.**

a. **A separate Short-term Rental Permit application and application fee must be submitted for each individual Short-term Rental dwelling unit. Any such application shall be deemed an application for a Special Use Permit and shall be reviewed and evaluated in accordance with other relevant provisions of the City's UDC. An applicant shall apply for a Short-term Rental permit using a format and method promulgated by the City Administrator or his/her designee. The application form shall require, at a minimum, the following information from applicants:**

1. **The name, address, email and telephone number of the Owner of the Short-Term Rental.**



2. The name, address, email and telephone number of the Operator of the Short-Term Rental.

3. The name, address, email and 24-hour telephone number of the Local Contact Person.

4. The name and address of the Short-Term Rental.

5. The number of bedrooms and the proposed overnight and daytime occupancy limit of the Short-Term Rental.

6. A site plan showing the proposed layout of the property use and any on-site parking available for the Short-Term Rental. The site plan shall also include any proposed spas, hot tubs, pools, fire pits, bars, cabanas, and any other proposed uses or structures.

7. A floorplan of the existing or proposed structure to include bedroom sizes and dimensions.

8. A general description of any food service to be offered to Guests of the Short-Term Rental.

9. A statement of the applicable property's compliance or non-compliance with ADA and TAS standards.

b. At the time of submission of the application for a permit, the applicant shall submit the permit application fee of \$300.

c. Each individual Short-term Rental dwelling unit shall be assigned a unique permit number upon permit issuance by the City. The City Administrator shall issue unique, numbered decals or stickers which the Owner shall affix to the dwelling unit. The City administration shall maintain a register of all such permits, including the location of each permitted dwelling.

d. Except as provided herein, STR permits may not be transferred to new owners. Upon sale or other ownership transfer of the STR dwelling unit, the permit shall be void. The new owner may then file a new application to receive a new permit for the Short-term Rental dwelling unit. Transfers of ownership among or between immediate family members or business entities substantially under the control of the original owner or their immediate family member shall not void the underlying permit.

e. Prior to issuance of a STR Permit, the Operator shall allow an on-site inspection by City staff, to ensure compliance with City's ordinances and regulations.

f. Inspections shall also be required when a new STR permit is required as the result of a sale to another owner, or when additions or modifications are performed to the property which requires a City building permit.

**g.** Notwithstanding the foregoing, STRs shall be inspected by the City or designee every other year, regardless of the date of the last inspection, based on the property's address. Even addresses shall be inspected in even numbered years and odd numbered addresses shall be inspected in odd years.

**h.** In the event of transfer permitted under paragraph 11.d. above, a new owner of an STR has thirty (30) days to update the City of changes to ownership, contact information, management company information, and Local Contact Person.

**j.** The Owner shall notify the City within ten (10) business days, in writing, of any changes to information submitted as part of a Short-Term Rental Permit application under this Section.

**k.** Changes or modifications to the property that result in non-compliance with City ordinance or other applicable law shall void the existing permit.

**l.** An application for Short Term Rental Permit may be denied if the Owner has had a Short-Term Rental Permit suspended or revoked during the previous 365 calendar days before submission of the relevant application.

## **12. General Operational Requirements.**

**a.** The Operator shall post the following information in a prominent location within the Short-Term Rental Unit, using a form promulgated by the City stating:

- 1.** The unique Short Term Rental Permit number assigned to the Short-Term Rental Unit;
- 2.** Operator name and phone number;
- 3.** Contact person name and number; and
- 4.** The location of any on-site and off-site parking spaces available for Guests. The owner must limit guests' vehicles to the number of off-street parking spaces provided. The number of permitted vehicles shall be included on any advertisement of the rental unit.
- 5.** The overnight and daytime occupancy limits, which not exceed two (2) persons per bedroom in the short-term dwelling unit;
- 6.** Instructions to Guests concerning disposal of garbage and handling of garbage containers;
- 7.** Notification that the Guests are responsible for compliance with all applicable laws, rules and regulations pertaining to the use and occupancy of the Short-Term Rental, and that Guests may be fined by the City for violations of this Article.

**b. The Operator shall operate a Short-Term Rental in compliance with the following:**

- 1. Zoning regulations prescribed for the zoning district in which such Short-Term Rental is located;**
- 2. Maximum occupancy limits prescribed in this ordinance, or by the City Fire Marshal pursuant to the International Fire Code;**
- 3. City of Blanco Hotel Occupancy Tax Ordinance, set forth in the Code of Ordinances;**
- 4. City of Blanco Noise and Sound Level Regulation Ordinance, set forth in the Code of Ordinances;**
- 5. City of Blanco Garbage Collection Ordinance, set forth in the Code of Ordinances;**
- 6. During any period when a Short-Term Rental is occupied or intended to be occupied by Guests, the Local Contact Person shall be available 24 hours per day for the purpose of responding to concerns or requests for assistance related to the condition, operation, or conduct of guests of the Short-Term Rental.**

**a. The Local Contact Person shall respond within 60 minutes of being notified of concerns or requests for assistance regarding the condition, operation, or conduct of guests of the Short-Term Rental, and shall take immediate remedial action as needed to resolve such concerns or requests for assistance.**

**b. Failure to respond in the required timeframe shall be a violation of this ordinance.**

**c. Any advertisement that promotes the availability of a Short-Term Rental, listed in any medium, including but not limited to newspaper, magazine, brochure, website, or mobile application, shall include the current Short Term Rental Permit number assigned by the City and the number of available parking spaces provided for each rental unit. Any such advertisement shall also include a notice of compliance or non-compliance with ADA and TAS regulations.**

### **13. Complaints**

**a. Complaints related to the operation of a Short-Term Rental, including but not limited to complaints concerning noise, garbage, parking, and disorderly conduct by Guests, shall be reported to the City Code Enforcement office.**

**1. When the City's Code Enforcement Officer is unavailable, all calls shall be directed to the City's Police Department.**

**2. Any noise complaints, after 10:00 p.m. shall be directed to the City's Police Department.**

**14. Enforcement.**

a. It shall be unlawful for any person or entity to violate any provision of this Ordinance. Proof that a violation occurred at a Short-Term Rental shall create a rebuttable presumption that the Owner of said Short-Term Rental committed the violation.

1. Any violation of this Article is a Class C misdemeanor offense, and upon conviction, shall be punished by a fine as set forth in Section 1-6 of this Code of Ordinances.

2. Penalties provided for herein are in addition to any other criminal or civil remedies that the City may pursue under federal, state, or local law.

3. Any property operating as an STR, without a permit, shall be prohibited from receiving an STR permit for a minimum of one (1) year.

b. **Fines & Revocation; Other Enforcement Action**

1. Each violation of this ordinance shall be punishable by a fine not to exceed \$300.

2. Each violation of this ordinance may be punishable by a suspension or revocation of the STR permit for a period of not more than one year.

3. Permits shall be revoked for a period of one year on the 3rd violation in any one calendar year.

4. If an Owner operates a STR without permit, or after revocation of a permit, in violation hereof, the City may take additional enforcement action including but not limited to a shutoff of utility service to the applicable premises.

c. **Notice of Suspension or Revocation.** Upon conviction for a violation of this Article, the City may suspend or revoke any Short-Term Rental Permit issued for the same Short-Term Rental where the violation occurred. The City shall notify an Owner of a suspension or revocation under this Section in writing, delivered by Certified Mail, Return Receipt Requested, and mailed to the address of the Owner as set forth on the most recent Short Term Rental Permit application submitted to the City.

d. **Appeal.** An Owner may appeal a suspension or revocation under this Section by filing a written appeal with the City Administrator within ten (10) business days following the date said notice was deposited in the U.S. Mail. Following a timely filing of an appeal hereunder, the Owner may present evidence to the City Administrator related to the suspension or revocation under this Section. Following the City Administrator's final decision on appeal, the Owner may appeal an adverse decision of the City Administrator by filing a written appeal with the City Council within five (5) business days following the date of the City Administrator's final decision. The decision of the City Council shall be final.

**D. AMENDMENT OF CHAPTER 4, SECTION 4.8, RELATING TO ACCESSORY USE.** Provisions of the UDC at Chapter 4, Section 4.8, are hereby amended or adopted:

1. Chapter 4, Section 4.8(e) is amended as follows: Accessory uses located in residential districts shall not be used for commercial purposes other than authorized and legitimate Home Occupations or permitted Short-Term Rental, Accessory Structure/Uses; and

2. Chapter 4, Section 4.8(f) is adopted as follows: Short-Term Rental, Accessory Structure/Uses shall mean property containing a primary dwelling that also contains a legal guest house that is being used for Short-Term Rental purposes. The guest house shall be limited to 50% of the square feet of the primary structure and shall not exceed 1,000 square feet in size.

**SECTION 3. EFFECTIVE DATE; IMPLEMENTATION AND ENFORCEMENT DATE**

This ordinance is effective immediately. The City Administrator shall cause the publication of notice of the same on the City's website, the local newspaper of general circulation, and by such other and further means necessary to provide notice to the public generally, and known or unknown Owners of existing properties operating as STRs. The City shall not seek enforcement of this ordinance until at least 60 days after the initial publication of notice in the newspaper of general circulation and the City's website.

**SECTION 4. SEVERABILITY**

If any provision of this ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or in part, except the part held or adjudged invalid or unconstitutional.

**SECTION 5. REPEALER**

Upon adoption, the provisions of this ordinance repeal any inconsistent existing provisions of other City ordinances.

**APPROVED AND ADOPTED BY CITY COUNCIL, CITY OF BLANCO, ON THE \_\_\_ DAY OF \_\_\_\_\_, 2022.**

**CITY OF BLANCO**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary