

OLD BUSINESS

ITEM #2

What is Texas CLASS?

The Texas Cooperative Liquid Assets Security System Trust (Texas CLASS) is a local government investment pool that emphasizes on safety, liquidity, convenience, and competitive yield. Since 1996, Texas CLASS has provided Texas public entities a safe and competitive investment alternative. Texas CLASS invests only in securities allowed by the Texas Public Funds Investment Act. Texas CLASS is rated 'AAAm' by S&P Global Ratings. The 'AAAm' principal stability fund rating is the highest assigned to principal stability government investment pools and is a direct reflection of the outstanding credit quality and seasoned portfolio management team at Texas CLASS.

Who oversees and manages Texas CLASS?

Texas CLASS is supervised by a Board of Trustees whose members are elected by the Participants. The Board of Trustees supervises the Trust and its affairs and acts as the liaison between the Participants, the Custodian, and the Program Administrator. The Board retains the services of Public Trust Advisors, LLC (Public Trust) with representation in Austin, Dallas, and Houston. Public Trust serves as the investment advisor and provides administrative and marketing services for Texas CLASS. Additionally, the Board of Trustees has appointed an Advisory Board composed of individuals qualified to advise the Trust. The Advisory Board provides advice to the Board of Trustees and the Program Administrator about the Investment Policy and Investment Strategy of the Trust and about other matters as requested by the Board of Trustees and the Program Administrator.

How can you participate in Texas CLASS?

Enrolling in Texas CLASS is simple. After reading the Trust Agreement and Information Statement (available at www.texasclass.com), follow these steps:

- 1 Submit your entity's investment policy to the program administrator for review.
- 2 Pass a resolution authorizing participation in Texas CLASS.
- 3 Adopt the Trust Agreement by signing the Participation Certificate (Exhibit D).
- 4 Complete the Texas CLASS Trust Registration Form and submit the above documents to Texas CLASS Client Services.
- 5 After we review and approve the above documents, you will receive confirmation that you have been accepted as a Texas CLASS Participant.

What Features Does Texas CLASS Offer?

As a Texas CLASS Participant, you have access to many convenient features:

- Same-day availability of funds (4:00 p.m. CT cut-off)
- Deposits by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed since 1996
- Competitive daily yields
- Unlimited subaccounts
- No minimum balance requirements
- No transaction fees*
- Audited annually by an independent auditing firm**
- Direct deposit of state and federal payments
- Dedicated client service representatives available via phone, email, or fax on any business day

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no fees charged from Texas CLASS for such transactions. **External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. [Click here](#) for more information. Ratings are subject to change and do not remove credit risk.



What are the objectives of Texas CLASS?

Safety

The primary investment objective of Texas CLASS is the safety of public funds. Our conservative investment policies and emphasis on safety have helped us earn S&P Global Ratings highest money market rating: 'AAAm.' The custodian for all Texas CLASS investment holdings is UMB Bank, N.A.

Liquidity

When you invest with Texas CLASS, you have access to your funds on any business day. You must notify Texas CLASS of your funds transaction requests by 4:00 p.m. CT via the Internet, phone, or fax. By offering daily liquidity, we provide you with the flexibility you need to meet your daily cash needs.

Convenience

Superior service is one of the trademarks of Texas CLASS. We offer many features that make it easy for you to access your account(s), simplify your record keeping, and manage your public funds efficiently. Participants may make account transactions on any business day, using the Texas CLASS phone number (800) 707-6242, or clientservices@texasclass.com, or via the Texas CLASS Online Transaction Portal at www.texasclass.com.

Flexibility

You may establish multiple Texas CLASS accounts to track and parallel your own internal fund accounting structures. You will receive comprehensive monthly statements online or via e-mail that show all of your transaction activity, interest postings, and rate summaries. These statements have been specifically designed to facilitate public-sector fund accounting and to establish a clear accounting and audit trail for your investment records.

Competitive Returns

The Texas CLASS philosophy has always been to provide very competitive returns while adhering to all objectives of safety and liquidity. Our portfolio managers are professionals with solid experience in public funds management. Texas CLASS maintains a low management fee structure to facilitate a competitive yield on the investment portfolio.

Legality

Texas CLASS invests only in investments legally permitted under Texas State Law and the Texas Public Funds Investment Act.

Have Questions?

Contact us or visit www.texasclass.com for more information.

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Tony Sekaly

Regional Director

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Danny King

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Zach Brewer

Regional Director

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(281) 642-4350

*Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. **Past performance is not an indication of future performance. Any financial and/or investment decision may incur losses.** A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. [Click here](#) for more information. Ratings are subject to change and do not remove credit risk.

Invest with Texas CLASS

Investing with Texas CLASS could mean more for your local community.
Use the Texas CLASS investment calculator to see just how much you could have earned.

Texas CLASS

Amount Invested

\$1,000,000

Start Date

May 1, 2021

End Date

May 1, 2022

You would have earned

\$1,210.19

on your investment if you started on

May 1, 2021

Texas CLASS Government

Amount Invested

\$1,000,000

Start Date

May 1, 2021

End Date

May 1, 2022

You would have earned

\$548.00

on your investment if you started on

May 1, 2021

Texas CLASS Investment Income Earned

	\$100K	\$1M	\$10M
6 months	\$92	\$925	\$9,246
12 months	\$121	\$1,210	\$12,102

Texas CLASS Government Investment Income Earned

	\$100K	\$1M	\$10M
6 months	\$40	\$401	\$4,009
12 months	\$55	\$548	\$5,480

2021-2022 Texas CLASS Average Monthly Yields

Month	Year	Texas CLASS	Texas CLASS Government
April	2022	0.4720%	0.2409%
March	2022	0.2875%	0.1118%
February	2022	0.1229%	0.0383%
January	2022	0.0965%	0.0332%
December	2021	0.0692%	0.0260%
November	2021	0.0539%	0.0251%
October	2021	0.0435%	0.0283%
September	2021	0.0442%	0.0211%
August	2021	0.0506%	0.0156%
July	2021	0.0615%	0.0199%
June	2021	0.0611%	0.0363%
May	2021	0.0784%	0.0536%

Contact Us



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(281) 642-4350

Source: Public Trust Advisors[®] Data unaudited. Values presented may not add up precisely to absolute figures due to rounding. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

OLD BUSINESS

ITEM #3



Riviere Blanc
Public Improvement District
Tax Increment Reinvestment Zone
Blanco City Council
An Introduction
July 13, 2022

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About Us



- Financing public improvements
- Reducing public infrastructure costs
- Mitigating Risk
- Enhancing project profitability
- Quantifying fiscal and economic impact
- Related entities: Urban Design, Construction Management, Business Advisory, Capital Placement
- 30 Year Track Record
 - Established 2,500 special taxing districts
 - Facilitated \$16 billion in bond financing
 - \$800 million in Texas Region financings
- National footprint:
 - 60 employees
 - 7 Offices
 - 5 States (CA, FL, NC, NV, TX)



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1

PID Basics

Definition

- An economic development **tool** created by State of Texas to **finance** the construction of **public improvements**
- Not a separate political subdivision, just a line on a map

Purpose

- **Facilitates** attracting **private investment** to finance **public improvements** by replacing funding traditionally provided by public entities.
- **All costs responsibility of the PID or the developer**
- **No cost or risk to the City, or residents living outside of the PID**

Funding Method

- **PID bonds** – provide up front and/or reimbursement financing capability; secured by a lien on the benefitted land



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Benefits to the Jurisdiction



PID Benefits

- Development “pays for itself”
- Accelerates the timing of development
- PID debt is non-recourse to jurisdiction
- Ability to reimburse cost of administration
- No costs to the jurisdiction
- Jurisdiction controls ultimate authority over the bonds
- No impact on jurisdiction’s bonding capacity
- Create agreed upon development standards



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Benefits to the Property Owner

- Cost certainty through fixed nature of assessments – even if property values increase
- Finite life of capital improvement assessment obligations
- Ultimate flexibility as assessment can be prepaid without penalty at any time
- No impact on “my property” by actions of others
- Enhanced amenities for a higher quality community



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Select Counties/Cities Completed PID Financings

Approximately \$1.8 Billion Texas Special Assessment Bonds Issued Since 2011 – 201 Bonds

(* - DPFG served as Developer Consultant)

Dallas/Fort Worth Austin/San Antonio/Houston

Celina*	Fate*	Hays County*
Rowlett*	The Colony	Austin*
Waxahachie*	Fort Worth*	Leander*
McClendon-Chisolm	Argyle*	Lago Vista*
Aubrey	Ponder	Liberty Hill*
Farmers Branch	Princeton*	Comal County*
Trophy Club	Royse City*	Hutto*
Hackberry	Arlington	San Marcos*
Lewisville	Hickory Creek	Kyle*
Irving	Mesquite	New Braunfels*
Lavon	Farris	Marble Falls*
Westlake	Justin	Manor*
Oak Point	Heath	Georgetown*
Little Elm	Flower Mound	Medina County*
The Colony	Anna	Galveston*
Sachse*	Haslet	Tomball
North Richland Hills	Midlothian*	Elmendorf
Plano	Red Oak	Stinton
Crandall		Sheppard*



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Proposed Financing Structure

- Utilize both a PID and a TIRZ
- PID bond structure:
 - A Bond – Concurrent with start of development
 - B Bond – as homes are completed
- City of Blanco TIRZ – 90% Contribution Rate
- TIRZ payments applied to PID payments to reduce property owner obligations
- Will seek County and ISD participation in TIRZ



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Projected Sources and Uses of Funds

	A Bond	B Bond	Total
Sources of Funds			
Total Assessment	\$ 7,855,000	\$ 6,235,000	\$ 14,090,000
Owner Contribution [a]	\$ -	\$ 8,792,913	\$ 8,792,913
Total Sources	\$ 7,855,000	\$ 15,027,913	\$ 22,882,913
Uses of Funds			
Authorized Improvements	\$ 6,061,488	\$ 14,012,263	\$ 20,073,750
<i>Bond Issuance Costs</i>			
Reserve Fund	\$ 595,625	\$ 454,500	\$ 1,050,125
Capitalized Interest	\$ 490,938	\$ -	\$ 490,938
Underwriter's Discount (3.00%)	\$ 235,650	\$ 187,050	\$ 422,700
Cost of Issuance (6.00%)	\$ 471,300	\$ 374,100	\$ 845,400
	\$ 1,793,513	\$ 1,015,650	\$ 2,809,163
Total Uses	\$ 7,855,000	\$ 15,027,913	\$ 22,882,913

Footnotes:

[a] Owner will fund all costs not funded by PID Bonds.



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PID Assessments

Land Use	Units	Assessed Value	Total Assessment	Average		Average		PID Equivalent Tax Rate Before TIRZ
				Annual Installment	Assessment Per Unit/SF	Annual Installment Per Unit/SF		
Commercial [a]	39,370	\$ 9,842,500	\$ 1,128,932	\$ 94,085	\$ 28.67	\$ 2.39	\$ 0.9559	
Residential	113	\$ 113,000,000	\$ 12,961,068	\$ 1,080,171	\$ 114,700	\$ 9,559	\$ 0.9559	
Total		\$ 122,842,500	\$ 14,090,000	\$ 1,174,256			\$ 0.9559	

Footnotes:

[a] Commercial square footage consists of a winery, event center, and wedding venue. Value assumptions per client.



QUESTION & ANSWERS

Rick Rosenberg

Managing Principal ◊ DPFG

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OLD BUSINESS

ITEM #4



City of Blanco

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

June 14, 2022

STAFF REPORT: Bulk Water

DESCRIPTION: Bulk Water is charged to users at a rate of \$25 per 1,000 gallons regardless of the location of the user. There are three users that have a meter and hydrant but most come in sporadically.

ANALYSIS: In late May the City Administrator made a decision to allow Bulk water to be provided only from 8AM to 10AM Mon-Thursday because previously we gave out keys our City Yard facility. Administration is concerned that a lack of staff supervision could cause safety concerns at our facility from both the site and water contamination.

FISCAL IMPACT: The loss of some users could cost the City money but could aid in Water Conservation

RECOMMENDATION: Review the policy and advise Staff

OLD BUSINESS

ITEM #5

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: Kelly Kuentler
PO Box 750
Blanco, TX 78606-0750
Phone: (830) 833-4525
Email: 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

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

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

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

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

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

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

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

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

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

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.

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

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

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 Kelly Kuenstler,

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

Agency	Routing #	Account #	Distribution %	Tax Type
			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

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	Brandi.Sanner@avenuinsights.com
Christy Cato	Vice President	205-910-2329	Christy.Cato@avenuinsights.com
Chris Yeary, CPA	VP, Sales & Use Tax	972.447.4953	chris.yeary@avenuinsights.com
Irene Reynolds	Client Relations Manager	559.271.6867	irene.reynolds.@avenuinsights.com
Jonathan Gerth, Esq.	VP Audit Services	205.423.4177	jonathan.gerth@avenuinsights.com
Dana Hanks	Audit Supervisor	281.335.8100	dana.hanks@avenuinsights.com
Jaimie Lewis	Billing Department	571.485.7875	billing@avenuinsights.com
Francesco Mancia	VP Government Relations	559.288.7296	fran.mancia@avenuinsights.com
Francis Enaholo	Contracts Director	571.441.1863	francis.enaholo@avenuinsights.com

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

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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

- 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

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 franchisee 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

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

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
Fixed + Contingency	\$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 #1

(See information
under Public
Hearing)

NEW BUSINESS

ITEM #2

! A GATEWAY SIGN IS COMING TO BLANCO !



Jump on the wagon and be a part of this
historic and so long deserved
Gateway Monument Project.

We WANT YOU to join us!

We NEED your HELP!

CONTACT US FOR MORE INFORMATION

Jo Nell Haas, Blanco Historic Preservation Commission Advisor/Gateway Project Coordinator
jonellskids@yahoo.com or (210) 325-7494.

Rachel Lumpee, City of Blanco Mayor, mayor@cityofblancotx.gov or (830) 833-4525, Ext. 100.

City of Blanco

Blanco Historic Preservation Commission

June 9, 2022

To All Contractors:

After years of research and planning, the Blanco Historic Preservation Commission (BHPC), joined by the City and others, are requesting your proposal for the construction of a Gateway Monument. Our town so deserves a Gateway Monument that reflects our character and heritage.

The Gateway Monument will be constructed of limestone or rock, to reflect the City of Blanco's historic character, with a painted sign stating: "Welcome to Historic Blanco Texas Founded 1885".

The proposal we're seeking will only include the stone structure (materials and labor) surrounding the painted sign. The painted sign contract has already been secured.

If you are interested in being a part of this exciting project, which is long overdue, please contact either:

- BHPC Advisor/Project Coordinator, Jo Nell Haas; jonellskids@yahoo.com or (210) 325-7494.
- City of Blanco, Mayor Rachel Lumpee; mayor@cityofblancotx.gov or (830) 833-4525, Ext. 100.

If you want to be part of this historic event and project, jump in! We look forward to hearing from all y'all!

Sincerely,

Blanco Historic Preservation Commissioner, Wendy Cambridge
Jo Nell Haas, BHPC Advisor/Project Coordinator
Mayor Rachel Lumpee, City of Blanco

NEW BUSINESS

ITEM #3

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [August 19, 2019].

Amendment #1 To Task Order No. 10

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner: **City of Blanco**
- c. Engineer: **Freeland Turk Engineering Group, LLC**
- d. Specific Project: **Water and Wastewater TWDB PIF Support**

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:
No Change
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
No Change
- c. The responsibilities of Owner with respect to the Task Order are modified as follows:
No Change
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

9. Payments to the Engineer – The Engineer shall be compensated based on Standard Hourly Rates plus expenses and shall not exceed \$12,487.50 without authorization from the City of Blanco.
- e. The schedule for rendering services under this Task Order is modified as follows:
No Change
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$ 8,000
- b. Net change for prior amendments: \$ 0
- c. This amendment amount: \$ 4,487.50
- d. Adjusted Task Order amount: \$12,487.50

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

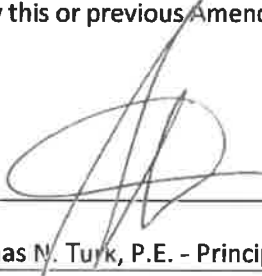
OWNER:

By: _____

Title: Rachel Lumpee - Mayor

Date
Signed: _____

ENGINEER:

By:  _____

Title: Thomas N. Turk, P.E. - Principal

Date 3-14-22
Signed: _____

City of Blanco
Water and Wastewater PIF's
Summary of Unbilled Hours
Task Order No. 10 - Amendment No. 1

Employee	Activity Date	Memo/Description	Hours	Billable Rate	Billable Total
Aleskar Villarreal	02/14/2022	WATER AND WASTEWATER PIF PREPARATION - ANALYSIS AND RESEARCH OF CURRENT SYSTEMS -EXHIBIT -COST ESTIMATE -LETTER REPORT * 9TH STREET WATER, CIELO SPRINGS WATER, PALOMINO WATER, SEWER LINES, MANHOLES	9	110.00	\$ 990.00
Aleskar Villarreal	02/15/2022	Water & WW PIF	9	110.00	\$ 990.00
Aleskar Villarreal	02/16/2022	WATER WASTEWATER PIF - -EXHIBIT -COST ESTIMATE -LETTER REPORT * 9TH STREET WATER, CIELO SPRINGS WATER, PALOMINO WATER, SEWER LINES, MANHOLES	9	110.00	\$ 990.00
Aleskar Villarreal	02/17/2022	WATER AND WASTEWATER PIF	9	110.00	\$ 990.00
Aleskar Villarreal	02/18/2022	Water and Wastewater PIF	4	110.00	\$ 440.00
Total			40		\$ 4,400.00
Thomas Turk	03/01/2022	W-WW PIF - Final Review of W/WW PIF's	0.5	175.00	\$ 87.50
Total			0.5		\$ 87.50
Grand Total			40.50		\$ 4,487.50

TASK ORDER

This is Task Order
No. 10, consisting
of 3 pages.

Task Order No: 10 - Water and Wastewater TWDB PIF Support

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 19, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: **City of Blanco**
- c. Engineer: **Freeland Turk Engineering Group**
- d. Specific Project: **Water and Wastewater TWDB PIF Support**

2. Basic Services of Engineer

The engineer shall provide the following services:

- Assist the City of Blanco and consultants with developing Water and Wastewater TWDB PIF's.
- Prepare project concepts, exhibits, cost estimates and other information as needed for incorporation into the PIF's.
- The projects included in the water and wastewater PIF shall be those recommended by CIAMAC.

3. Additional Services

Not Applicable

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

- Owner shall provide any pertinent information in their possession about the proposed water and wastewater projects.
- Owner shall provide one point of contact for decisions making purposes.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- The Engineer shall provide project concepts, exhibits and cost estimates within 2 weeks of notice to proceed.
- The Engineer shall provide assistance to the City of Blanco as necessary to meet the March 4, 2022 deadline.

6. Payments to Engineer

The Engineer shall be compensated based on Standard Hourly Rates plus expenses and shall not exceed \$8,000 without authorization from the City of Blanco.

7. Consultants retained as of the Effective Date of the Task Order:

Not Applicable

8. Other Modifications to Agreement and Exhibits:

Not Applicable

9. Attachments:

Not Applicable


10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 02/08/2022.

OWNER:

By:


Rachel Lumpee

Print Name: Rachel Lumpee

Title: Mayor – City of Blanco

ENGINEER:

By:



Print Name: Thomas N. Turk, P.E.

Title: Principal

TBPE Firm Registration F-21047

Number:

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Warren Escovy

Title: City Administrator – City of Blanco

Address: P.O. Box 750 – 300 Pecan St.
Blanco, Texas 78606

E-Mail mayor@cityofblanco.com
Address: _____

Phone: (830) 833-4525

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Thomas N. Turk, P.E.

Title: Principal

Address: 172 Creekside Park, Suite 115A
Spring Branch, Texas 78070

E-Mail tturk@freelandturk.com
Address: _____

Phone: (830) 322-6208