

**REGULAR CITY  
COUNCIL MEETING  
PACKET**

**Thursday, December 6, 2018**

**5:30 p.m.**



- B. Executive Session pursuant to Texas Government Code, Section 551.071 (Consultation with Attorney) to receive legal advice about litigation in Case No. 13-0895-C; Creekhaven, LLC, and William D. Appleman v. City of Wimberley Board of Adjustment.
- C. Executive Session pursuant to Texas Government Code, Section 551.071 (Consultation with Attorney) to receive legal advice on disannexation.

**8. OPEN SESSION**

Discussion and possible action resulting from Executive Session.

**9. CONSENT AGENDA**

*The following item/s may be acted upon in one motion. No separate discussion or action is necessary unless requested by a Council member or citizen, in which event those items will be pulled from the consent agenda for separate consideration.*

- A. Approval of minutes from the Regular City Council Meeting held November 15, 2018.
- B. Approval of resignation of Ruth Mince from the Transportation Advisory Board.
- C. Approval of Place Two Council Member Craig Fore's appointment of Alex Villaret to the Transportation Advisory Board.
- D. Approval of Resolution No. 31-2018, authorizing the acceptance of an easement agreement for utilities to be located on a tract of land being Lot 30, Breezeway Subdivision, according to the map or plat therefore recorded in Volume 138, Page 160-A, Hays County Deed Records, a property owned by Jerome E Paisley (Life Estate), and Kent Paisley and Kimberley Paisley (Remaindermen).
- E. Approval of Resolution No. 32-2018, authorizing the acceptance of an easement agreement for utilities to be located at 13301 Ranch Road 12, Wimberley, Hays County, Texas, on a property owned by Mystic Hill, LLC.

**10. CITY ADMINISTRATOR REPORT**

Update regarding the status of the Central Wimberley Wastewater Project and other City projects

**11. PUBLIC HEARINGS AND POSSIBLE ACTION**

- A. Discuss and consider possible action regarding a request to operate a food service trailer at 9595 RR 12 in Wimberley, Texas. (*Regina Rogers/Gigi's Food & Drinks, Applicant*)
- B. Discuss and consider possible action regarding a recommendation by the Planning & Zoning Commission to form a Comprehensive Plan Ad-Hoc Committee. (*Planning & Zoning Commission*)

**12. DISCUSSION AND POSSIBLE ACTION**

- A. Discuss and consider possible action to award a bid in the amount of \$1,720.60 to Wimberley Restoration for repair work to the playscape structure at the Cypress Creek Nature Trail and Preserve Park. (*Parks Director Rebecca Manning*)

- B. Discuss and consider possible action regarding office locations for the City Secretary and the Mayor. *(City Administrator Shawn Cox and City Secretary Laura Calcote)*
- C. Discuss and consider possible action to award the proposal to STR Helper in an amount not to exceed \$19,000. *(City Administrator Shawn Cox)*
- D. Discuss and consider possible action create a citizen planning committee, composed of members from various City boards, commissions and committees. *(Place Four Council Member Gary Barchfeld)*
- E. Discuss and consider possible action regarding business permitting within the City. *(Place Four Council Member Gary Barchfeld)*
- F. Discuss and consider possible action regarding an update from the Wastewater Ad Hoc Advisory Committee. *(Place Four Council Member Gary Barchfeld)*

**13. CITY COUNCIL REPORTS**

- A. Announcements
- B. Future agenda items

**14. ADJOURNMENT**

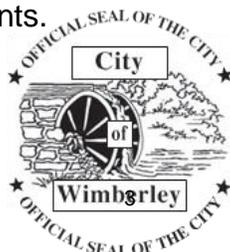
The City Council may retire into Executive Session at any time between the meeting’s opening and adjournment for the purpose of discussing any matters listed on the agenda as authorized by the Texas Government Code including, but not limited to, homeland security pursuant to Chapter 418.183 of the Texas Government Code; consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion about real estate acquisition pursuant to Chapter 551.072 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberations about gifts and donations pursuant to Chapter 551.076 of the Texas Government Code; discussion of economic development pursuant to Chapter 551.087 of the Texas Government Code; action, if any, will be taken in open session.

**CERTIFICATION**

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City’s website, [www.cityofwimberley.com](http://www.cityofwimberley.com), in compliance with Chapter 551, Texas Government Code, on Monday, December 3, 2018, by 5:30 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

  
 \_\_\_\_\_  
 Laura J. Calcote, City Secretary

The City of Wimberley is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact City Secretary Laura Calcote at (512) 847-0025 two business days in advance of the meeting for appropriate arrangements.





**TO: The City of Wimberley**  
**FROM: Wimberley Community Civic Club  
Wine Walk Committee**  
**RE: WCCC Wine Walk 2019**

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The Wimberley Community Civic Club is planning its fourth annual Wine Walk fundraiser, scheduled for Thursday, April 4, 2019 beginning at 5 p.m. As in years past, the event will include tastings from Texas wineries and food offerings from some of our incredible local vendors. Wine Walk is set to coincide with a Market Days weekend in hopes of attracting visitors for a long weekend in Wimberley. The last three years have seen this event grow in popularity, bringing 1,200 participants into downtown in 2018 and we are expecting similar numbers for 2019. The Civic Club and its Spring Events, including Wine Walk, raised over \$30,000 last year, providing donations and grants to many deserving local groups (see attached).

This year we are planning a location change to Blue Hole Regional Park. This beautiful setting embodies Wimberley's natural beauty and, we hope, will allow us to make Wine Walk an even better experience for all involved.

Specifics of the event:

- Extensive local and regional advertising and promotion aimed at bringing guests to Wimberley for a long weekend
- Participation by approximately 20 Texas wineries and 7-10 food vendors, depending on availability
- Wineries and food vendors to be set up in/around the swim area parking lot which will be closed off to vehicular traffic for the event.
- Blue Hole parking will be available, creating safe and convenient access to the event, including handicapped parking
- A team of WCCC volunteers will plan, coordinate and oversee the event
- Live music to be scheduled for the swim lawn, encouraging guests to stay and enjoy the Park
- Trash receptacles to be provided by WCCC and WCCC volunteers will ensure that trash is bagged and prepped for pickup



**Wimberley Community Civic Club**  
501(c)3 [www.wimberleyccc.org](http://www.wimberleyccc.org)

- WCCC will secure event insurance

We would request the City's support in the following regard:

- Waiver of Blue Hole Park usage fees
- Blue Hole restrooms to be cleaned and stocked prior to the event
- Provide/cover the cost of handicap-accessible restroom trailer (estimated cost \$575)
- Provide/cover cost for portable light rentals to permit safe access to swim lawn for concert (estimated cost \$400)
- Provide/cover cost of two golf carts to be utilized by WCCC committee members (estimated cost \$300)

Wine Walk's success over the past three years has been a benefit to the community across the board, attracting visitors, enhancing Wimberley's reputation in the "Texas Wine Country" and bringing neighbors together to enjoy our town's natural charm. We appreciate any and all support the City can give!

Sincerely,



Lauren Higgins  
Sheila Wollam

**Wimberley Community Civic Club  
Wine Walk Committee Co-Chairs, 2019**



**Wimberley Community Civic Club**  
501(c)3 [www.wimberleyccc.org](http://www.wimberleyccc.org)

## 2018 DONATIONS TO AREA NON-PROFIT ORGANIZATIONS

Animal Referral Friends  
Barnabas Connection  
Camp Good Samaritan  
Combined Community Action/Meals on Wheels  
Crisis Bread Basket  
EmilyAnn Theatre & Gardens  
Friends of Blue Hole  
Friends of the Library  
Gold Santa  
Habitat for Humanity  
Herb Society of America  
Hill Country Community Band  
Mini Equine 2 U  
PAWS Shelter & Humane Society  
Society of St. Vincent de Paul  
Starlight Symphony  
Veterans Memorial Plaza  
We Believe Women's Conference  
Wimberley Adoption Group & Rescue - WAG  
Wimberley Band Booster Club  
Wimberley Chamber of Commerce  
Wimberley Community Chorus  
Wimberley Education Foundation  
Wimberley EMS  
Wimberley HS Academic Booster Club  
Wimberley Players  
Wimberley Ray of Hope Foundation  
Wimberley Senior Citizens Activity  
Wimberley Senior Craft Shop  
Wimberley Valley Art League  
Wimberley Valley Radio  
Wimberley Youth Sports Association

## SCHOLARSHIP RECIPIENTS IN 2017

Wimberley High School  
Caroline Biggers  
Tatum Calhoun  
Samantha M. Guidry  
Mariel Alexandra Mayhew  
Cameron Paul Mendoza  
Eric Nathan Sibley  
Samuel Ray Valadez



Wimberley Community Civic Club  
501(c)3 [www.wimberleyccc.org](http://www.wimberleyccc.org)

Robert McCain Watson  
Nathan Fuller Wilton

KAPS

Grace Downing  
Jessica Lenz  
Kili Alexis Salazar  
Hannah Springs  
Madison Rene Ybarra



**Wimberley Community Civic Club**  
501(c)3 [www.wimberleyccc.org](http://www.wimberleyccc.org)



**AGENDA ITEM:** Consent Agenda  
**SUBMITTED BY:** Laura Calcote, City Secretary  
**DATE SUBMITTED:** December 3, 2018  
**MEETING DATE:** December 6, 2018

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

- A. Approval of minutes from the Regular City Council Meeting held November 15, 2018.
- B. Approval of resignation of Ruth Mince from the Transportation Advisory Board.
- C. Approval of Place Two Council Member Craig Fore’s appointment of Alex Villaret to the Transportation Advisory Board.
- D. Approval of Resolution No. 31-2018, authorizing the acceptance of an easement agreement for utilities to be located on a tract of land being Lot 30, Breezeway Subdivision, according to the map or plat therefore recorded in Volume 138, Page 160-A, Hays County Deed Records, a property owned by Jerome E Paisley (Life Estate), and Kent Paisley and Kimberley Paisley (Remaindermen).
- E. Approval of Resolution No. 32-2018, authorizing the acceptance of an easement agreement for utilities to be located at 13301 Ranch Road 12, Wimberley, Hays County, Texas, on a property owned by Mystic Hill, LLC.

All back-up information for the items is attached. Staff is willing to answer any questions.

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

### FINANCIAL

Budgeted Item

Non-budgeted Item

Not Applicable

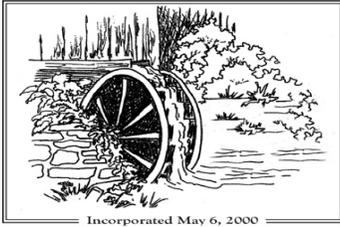
Original Estimate/Budget: \$

Current Estimate: \$

Amount Under/Over Budget: \$

**STAFF RECOMMENDATION**

Approval of Items A-E.



# City of Wimberley

221 Stillwater, P.O. Box 2027, Wimberley, Texas 78676

**REGULAR CITY COUNCIL MEETING**  
**WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS**  
**221 STILLWATER, WIMBERLEY, TEXAS 78676**  
**THURSDAY, NOVEMBER 15, 2018 – 5:30 P.M.**

## **MINUTES**

### **CALL TO ORDER**

Mayor Susan Jagers called the meeting to order at 5:30 p.m.

### **CALL OF ROLL**

Council Members Present: Susan Jagers Mayor  
Mike McCullough Place One  
Craig Fore Place Two  
Allison Davis Place Three  
Gary Barchfeld Place Four

Council Members Absent: Patricia Cantu Kelly Place Five

City Staff Present: Shawn Cox City Administrator  
Laura Calcote City Secretary  
Terri Provost Community Center Director  
Sandy Floyd Planning & Development Coordinator/GIS Analyst

### **INVOCATION**

Council Member Gary Barchfeld gave the invocation.

### **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**

Mayor Susan Jagers led the pledges to the United States and Texas flags.

### **CITIZENS COMMUNICATIONS**

There were eight citizen's comments. They were as follows:

1. Cyndi Jackson, a Woodcreek City Council Member, spoke in support of a tree ordinance for Wimberley, and cited the City of Austin's tree ordinance as a good example to follow.
2. Shelly Buse addressed Council regarding the Planning and Zoning Commission's actions to cancel the tree ordinance at their October meeting. Ms. Buse had conducted a Facebook poll concerning the tree ordinance, and around ninety percent (90%) of the responses were in favor of implementing a tree ordinance within the City.

3. Stephanie Nestlerode invited Council and the audience to an upcoming event, “Unsticking Conversations,” at the Wimberley Community Center on Sunday, November 18<sup>th</sup>. Ms. Nestlerode also spoke regarding the conversation surrounding the Central Wimberley Wastewater Project, and how strategic planning is essential to success of the Project.

4. Brian Ferrar spoke regarding the silence surrounding the Central Wimberley Wastewater Project and moving to Aqua Texas. Mr. Ferrar requested for Council to be more transparent in their actions and decisions concerning the Project.

5. Al Sander addressed the e. coli levels in the Cypress Creek being extremely high, and not safe for humans to encounter. Mr. Sander also noted the delays in the building the treatment plant, and questioned the status of the requested change in scope to the Central Wimberley Wastewater Project by the Texas Water Development Board.

6. Marc Haygood spoke regarding the divisiveness in the nation and in the Wimberley community. He noted City Council’s lack of response to the citizenry, and a need for transparency by Council members. Mr. Haygood asked if the Mayor would still have her Town Hall meeting as promised. The Mayor responded by saying she would hold a Town Hall meeting in January 2019 to address the state of the City.

7. Suzanne White addressed Council concerning the divisiveness within the community over Aqua Texas. Ms. White cautioned Council that decisions determine destiny, and what they choose to do at this critical time surrounding the Central Wimberley Wastewater Project will shape Wimberley’s future.

8. Dwain York spoke regarding traffic issues on Carney Lane around the Wimberley High School and Junior High. Mr. York noted he had been working with the City to identify areas where crosswalks could be placed in order to make this a safer area for students and faculty.

### **EXECUTIVE SESSION**

City Council adjourned into Executive Session at 5:54 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purpose: Section 551.071 (Consultation with Attorney) regarding the Black Castle contract.

Regular Session reconvened at 6:36 p.m.

No action was taken.

### **CONSENT AGENDA**

**Motion to approve the Consent Agenda was made by Council Member Craig Fore. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (4-0).**

A. Approval of minutes from the Regular City Council Meeting held October 18, 2018.

B. Approval of minutes from the Regular City Council Meeting held November 1, 2018.

**CITY ADMINISTRATOR REPORT**

City Administrator Shawn Cox updated Council on the status of the Central Wimberley Wastewater Project. Capital Excavation was making progress in the Wimberley Square area and had been working at nighttime. Mr. Cox also provided Texas Water Development Board and Economic Development Administration updates pertaining to the Project. There was discussion among Council members and Mr. Cox regarding the Project’s status. Additionally, Mr. Cox noted the debris at the bridge had been removed, and three roads in need of repair/maintenance had been identified by the Transportation Advisory Board at their November 14<sup>th</sup> meeting to send to Hays County.

**PUBLIC HEARINGS AND POSSIBLE ACTION**

A. Hold a public hearing and consider approval regarding case ZA-18-009, an application for a Wimberley Planned Development District with base zoning of Neighborhood Services to allow for the operation of glamping vacation rentals and expansion of the existing Med Spa for property located at 210 Masonic Lodge Road, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. *(Yvette & Ken Strange, Applicants)*

Planning & Development Coordinator/GIS Analyst Sandy Floyd presented the Wimberley Planned Development District (WPDD). The Planning and Zoning Commission had voted unanimously at their November 8<sup>th</sup> meeting to approve the application.

Applicants Yvette and Ken Strange presented their plans for glamping vacation rentals and expansion of the Med Spa business at 210 Masonic Lodge Road. City Council members had a lengthy discussion with the applicants regarding the WPDD, including neighboring properties, hiking and land concerns.

Mayor Susan Jagers opened the public hearing at 7:24 p.m.

There were two public comments. Vicky Cox spoke in support of the application for glamping vacation rentals. Shelly Buse also spoke in support of the application and noted the business would be good for the community.

Mayor Susan Jagers closed the public hearing at 7:27 p.m.

**Motion to approve the WPDD was made by Council Member Allison Davis. Motion was seconded by Council Member Mike McCullough. Motion carried as follows (3-1):**

<b>Mike McCullough</b>	<b>Aye</b>
<b>Allison Davis</b>	<b>Aye</b>
<b>Gary Barchfeld</b>	<b>Aye</b>
<b>Craig Fore</b>	<b>Nay</b>

B. Hold a public hearing and consider approval regarding case CUP-18-014, an application for a Conditional Use Permit to allow for the sale of beer, wine and alcohol for on-premise consumption with an eating establishment for property located at 110 Old Kyle Road, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. *(Rancho Queso, Raquel Gottsch, Applicant)*

Planning & Development Coordinator/GIS Analyst Sandy Floyd presented the Conditional Use Permit (CUP). The Planning and Zoning Commission had voted unanimously at their November 8<sup>th</sup> meeting to approve the application.

Applicants Raquel and Sean Gottsch addressed Council regarding the CUP to allow for the sale of beer, wine and alcohol on-premise at Rancho Queso.

Mayor Susan Jagers opened the public hearing at 7:30 p.m.

Vicky Cox spoke in support of the application.

Mayor Susan Jagers closed the public hearing at 7:30 p.m.

**Motion to approve the CUP was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (4-0).**

- C. Hold a public hearing and consider approval regarding case CUP-18-015, an application for a Conditional Use Permit to allow for the operation of a package store for the sale of beer and wine for off-premise consumption for property located at 110 Old Kyle Road, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. (*Rancho Queso, Raquel Gottsch, Applicant*)

Planning & Development Coordinator/GIS Analyst Sandy Floyd presented the Conditional Use Permit (CUP). The Planning and Zoning Commission had voted unanimously at their November 8<sup>th</sup> meeting to approve the application.

Applicants Raquel and Sean Gottsch addressed Council once more, but this time for a CUP to allow for the sale of beer and wine for off-premise consumption.

Mayor Susan Jagers opened the public hearing at 7:32 p.m.

There were no public comments.

Mayor Susan Jagers closed the public hearing at 7:32 pm.

**Motion to approve the CUP was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (4-0).**

- D. Hold a public hearing and consider approval regarding case S-18-003, an application for an amending plat of Lot 48 & Lot 49, South River, Unit One, Wimberley, Hays County, Texas, to establish Lot 49A, and related variance request from the City subdivision code requirements relating to minimum lot size. (*Sonora Bank, Applicant*)

Planning & Development Coordinator/GIS Analyst Sandy Floyd presented the request for a variance from Ordinance No. 2009-053 related the minimum lot size. The Planning and Zoning Commission had voted unanimously at their November 8<sup>th</sup> meeting to approve the application.

Mayor Susan Jagers opened the public hearing at 7:34 pm.

There were no public comments.

Mayor Susan Jagers closed the public hearing at 7:34 pm.

**Motion to approve the application was made by Council Member Craig Fore. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (4-0).**

### **DISCUSSION AND POSSIBLE ACTION**

- A. Discuss and consider possible action to approve the purchase of a replacement projection screen for the Wimberley Community Center in an amount not to exceed \$1,170.35 from Media Cottage.

Wimberley Community Center Director Terri Provost presented the quote for a replacement projection screen at the WCC. This item had been budgeted for Fiscal Year 2019, and the quote had come in under budget for a cost savings.

**Motion to approve the purchase of a replacement projection screen for the Wimberley Community Center in an amount not to exceed \$1,170.35 from Media Cottage was made by Council Member Craig Fore. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (4-0).**

- B. Discuss and consider possible action on proposed preservation tree ordinance for new commercial development.

Council Member Allison Davis presented this item.

There was one citizen comment. Rebecca Minnick spoke regarding the background of the potential tree ordinance that had been discussed and drafted by the Planning and Zoning Commission. Ms. Minnick also stated she did not agree with the Planning and Zoning Commission's decision to scrap the ordinance after time and effort had gone into drafting the document. Furthermore, Ms. Minnick noted realtors and developers are in favor of such an ordinance.

Former City employee, Aaron Reed, presented information pertaining to trees and why preservation tree ordinances were favorable to assist in commercial development.

There was lengthy discussion among City Council members regarding the drafting and implementation of a proposed tree ordinance.

**Motion to direct staff to develop a draft tree ordinance to bring back to City Council in March 2019 was made by Council Member Allison Davis. Motion was seconded by Council Member Craig Fore. Motion carried as follows (3-1):**

<b>Mike McCullough</b>	<b>Aye</b>
<b>Craig Fore</b>	<b>Aye</b>
<b>Allison Davis</b>	<b>Aye</b>
<b>Gary Barchfeld</b>	<b>Nay</b>

- C. Discuss and consider possible action regarding issues related to the Texas Water Development Board (TWDB) including, but not limited to, status of TWDB approval of change of scope of the Wimberley Wastewater project, discussion of meeting(s) with TWDB, by the mayor, and/or city council members, and/or staff and/or citizens.

There were two citizen's comments. They were as follows:

1. Christine Byrne addressed Council regarding the lack of transparency surrounding the Central Wimberley Wastewater Project. Additionally, Ms. Byrne requested to know the statuses of the cancelled Black Castle contract, the agreement between the City and Aqua Texas and the requested change in scope from the Texas Water Development Board (TWDB).
2. Andrew Weber spoke regarding the lack of information and transparency being provided by elected officials pertaining to the Central Wimberley Wastewater Project. Mr. Weber cited the Texas Public Information Act, and how the citizenry has the right to know what is taking place within government. Mr. Weber advised Council they should find a practical mechanism to make information known to constituents regarding the Project and in general.

Council members discussed the current status of the Central Wimberley Wastewater Project, and the requested change in scope from the TWDB. Council Member Allison Davis noted she had received some information pertaining to the potential change but was once again requesting all documentation that had been submitted to the TWDB for the Project. City Administrator Shawn Cox stated the TWDB was still waiting on the environmental assessment from the City.

No action was taken on this item.

- D. Discuss and consider possible action to schedule training sessions regarding Roberts Rules of Order and the scope and responsibilities for the Board of Adjustment, the Planning and Zoning Commission and the Ethics Commission.

Council Member Mike McCullough presented this item. There was discussion on having annual training sessions for all City boards, commissions and committees at the beginning of each calendar year.

No action was taken on this item.

- E. Discuss and consider possible action on an agreement with the Wimberley Valley Arts League (WVAL).

Council Member Mike McCullough suggested creating a citizen committee to draft an agreement between the City and the Wimberley Valley Arts League, and to develop a plan for the WVAL to have a sign in front of the Wimberley Community Center.

**Motion to create a citizen committee consisting of members Deborah Elliott, Becky McCullough, Jan Fitzhugh, Terri Provost and Jennifer Morris to draft an agreement between the City and the Wimberley Valley Arts League and to develop a signage plan for the WVAL was made by Council Member Mike McCullough. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (4-0).**

- F. Discuss and consider possible action regarding Short-Term Rental Review Committee recommendations.

City Administrator Shawn Cox provided an updated on the Short-Term Rental Committee's status, including the short-term rental software Request for Proposals that had been recently received by the City and the review of the Conditional Use Permit process.

No action was taken on this item.

- G. Discuss and consider possible action regarding Texas Disposal Systems contract renewal.

The City had entered into a contract with Texas Disposal Systems (TDS) in 2014, which would expire on February 7, 2019. The City had the option of renewing the contract for three additional five-year terms. The City needed to provide at least 60 days written notice before the current contract expired if it wished to renew the contract.

**Motion for the City to provide TDS a 60-day written notice of its intent to renew the contract for solid waste and recycling services in Wimberley was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (4-0).**

- H. Discuss and consider possible action to approve Resolution No. 30-2018, authorizing the acceptance of an easement agreement for utilities to be located on a tract of land being Lot 30, Breezeway Subdivision, according to the map or plat therefore recorded in Volume 138, Page 160-A, Hays County Deed Records, a property owned by Paisley Jerome E (Life Estate). The easement for utilities would save the City 500 feet of trenching and around \$60,000 in cost savings. The property was currently vacant.

**Motion to approve Resolution No. 30-2018, authorizing the acceptance of an easement agreement for utilities to be located on a tract of land being Lot 30, Breezeway**

Subdivision, according to the map or plat therefore recorded in Volume 138, Page 160-A, Hays County Deed Records, a property owned by Paisley Jerome E (Life Estate), was made by Council Member Craig Fore. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (4-0).

**CITY COUNCIL REPORTS**

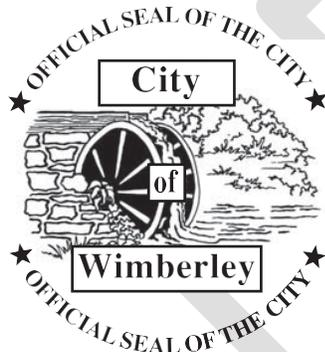
- A. Announcements – Council Member Allison Davis announced the Artisan Fair that was going to occur prior to the November 17<sup>th</sup> Star Party at Blue Hole Regional Park had been cancelled.
- B. Future agenda items – Council Member Gary Barchfeld had several future agenda items, including the creation of a planning committee, an update from the Wastewater Ad Hoc Advisory Committee and business permitting within the City.

**ADJOURNMENT**

Motion to adjourn the meeting at 8:48 p.m. was made by Council Member Craig Fore. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (4-0).

**RECORDED BY:**

\_\_\_\_\_  
Laura J. Calcote, City Secretary



**APPROVED BY:**

\_\_\_\_\_  
Susan Jagers, Mayor

**From:** [Shawn Cox](#)  
**To:** [Laura Calcote](#)  
**Subject:** FW: letter of Resignation  
**Date:** Monday, December 3, 2018 1:47:57 PM

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**From:** Ruth <ruth.harman@vownet.net>  
**Sent:** Monday, December 3, 2018 12:02 PM  
**To:** Shawn Cox <Scox@cityofwimberley.com>  
**Subject:** letter of Resignation

Ruth Mince  
P.O. Box 933  
Wimberley, Texas 78676

Letter Of Resignation, as a Member of the  
Transportation Board

Dear Shawn,

Due to another medical setback I no longer feel I can serve on the Transportation Board and hold up to my oath of office and duties to the Community and the citizens of Wimberley! I have missed so many meetings because of my knee surgery and now I have had to have emergency eye surgery for a detached Retina. I won't be fully recovered until about March 2019. It has been a pleasure being a member of the board and working with all of you!

Sincerely,

Ruth Mince

**RESOLUTION NO. 31-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS, AUTHORIZING THE ACCEPTANCE OF AN EASEMENT AGREEMENT FOR UTILITIES TO BE LOCATED ON A TRACT OF LAND BEING LOT 30, BREEZEWAY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREFORE RECORDED IN VOLUME 138, PAGE 160-A, HAYS COUNTY DEED RECORDS, A PROPERTY OWNED BY JEROME E PAISLEY (LIFE ESTATE), AND KENT PAISLEY AND KIMBERLY PAISLEY (REMAINDERMEN).**

**WHEREAS**, the City of Wimberley has been in negotiations with various property owners to acquire property for the construction, placement and maintenance of wastewater connection and pipelines for the Central Wimberley Wastewater Project as approved by this City Council; and

**WHEREAS**, it is necessary for the City to acquire certain easements in connection with this Project.

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

**SECTION 1.** That the City Council of Wimberley accepts the dedication of the easement made by Jerome E. Paisley (Life Estate) and Kent Paisley and Kimberly Paisley (Remaindermen) to the City, a description of said property being fully set forth in the attached Exhibit “A” for the purposes provided therein.

**SECTION 2.** That this Resolution supersedes Resolution No. 30-2018.

**SECTION 3.** The Mayor is hereby authorized to execute the dedication instrument and all related documents on behalf of the City to formalize this acceptance.

**PASSED, APPROVED, AND ADOPTED** on this 6<sup>th</sup> day of December, 2018, at a regular meeting of the City Council of the City of Wimberley, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov’t Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

\_\_\_\_\_  
Susan Jagers, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura J. Calcote, City Secretary



**APPROVED AS TO FORM:**

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City Attorney

## Exhibit A

## **Easement Agreement for Utilities**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: \_\_\_\_\_, 2018

**GRANTOR:** Jerome E. Paisley, Life Estate Holder with full power to sign and execute documents related to the Property, and Kent Paisley and Kimberly Paisley, as remainderman

**GRANTOR'S MAILING ADDRESS:**

Jerome Paisley  
c/o of Kimberly Paisley  
221 Linden Lane  
San Marcos, Texas 78666

Kent Paisley  
18812 Manga Way  
Pflugerville, Texas 78660

Kimberly Paisley  
221 Linden Lane  
San Marcos, Texas 78666

**GRANTEE:** City of Wimberley

**GRANTEE'S MAILING ADDRESS:** P. O. Box 2027, Wimberley, Texas 78676

**GRANT:** Grantor has GRANTED, SOLD, and CONVEYED, and does hereby GRANT, SELL, and CONVEY, unto Grantee, an easement and right-of-way for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a wastewater collection line, appurtenances and facilities in, on, under, over and through that tract of land being Lot 30, Breezeway Subdivision, according to the map or plat thereof recorded in Volume 138, Page 160-A, Hays County Deed Records.

**DESIGNATION OF COURSE:** The easement and right-of-way hereby granted (the "Easement") shall be limited to Fifteen feet (15') in width and generally follow the north line of Lot 30, extending from Blue Heron Run, to a point to be determined during installation of the wastewater collection line. Grantee is hereby authorized to designate the course of the Easement herein conveyed subject to the approval of Grantor, except that when the wastewater collection line is installed, the Easement herein granted shall be limited to a strip of land fifteen (15') feet in width the centerline of such Easement being the wastewater collection line as installed. Upon completion of construction of the wastewater collection line, Grantee will have the easement area surveyed at Grantee's expense, and an Amendment to this Easement will be executed by Grantor and Grantee and recorded in the Official Public Records of Hays County, Texas, designating the exact location of the wastewater collection line easement as it installed in the ground. The easement will.

**TEMPORARY CONSTRUCTION EASEMENT:** During the period of construction of the wastewater collection line, the Easement will be extended an additional twenty (20') feet in

width. Upon completion of all construction and the restoration of the surface to its preconstruction condition, the construction easement (the extra 20 feet) will revert to Grantor and will not be available to Grantee without future consent of Grantor, which consent will not be unreasonably withheld if the easement is necessary for future construction to maintain, repair or replace the wastewater collection line.

**CONSIDERATION:** Ten dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor.

**PURPOSE:** The Easement may be used for the purpose of laying, constructing, installing, maintaining, inspecting, operating, protecting, repairing, replacing, altering, changing the size of, relocating (but only within the existing easement), substituting and/ or removing the wastewater collection line and any appurtenant materials (including, but not limited to, associated valves, fittings, casings, and structural supports), apparatuses and/ or facilities common to and as may from time to time be deemed necessary by the Grantee in connection with the use, operation, transportation and furnishing of wastewater services to customers in Grantee's service area, including Grantor, as hereinafter provided.

**RESERVATIONS FROM CONVEYANCE:** None

**TERMS AND SPECIAL CONDITIONS:**

1. Restoring the Surface of the Easement: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Easement (including the asphaltting of any roads or drives affected) to substantially the same condition as existed prior to such work; that it shall bury the wastewater collection line and service lines (but not those surface appurtenances, including valve stems, signs, and other facilities as are reasonably necessary for operation of the collection line) located within the Easement so that such lines will not create a nuisance; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof.

2. Duration of Easement. The duration of the Easement is perpetual.

3. Reservation of Rights. Grantee's right to use the Easement is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement by Grantee for the Easement Purpose.

4. Improvement and Maintenance of Easement and Facilities. Improvement and maintenance of the Easement and the Facilities will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement. Grantee must maintain the Easement in a neat and clean condition. Grantee has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's

obligations under this agreement. Grantee has the right to remove trees (except for any pecan tree, oak tree or cypress tree which will require the approval of Grantor) or other vegetation, or obstructions, or to remove or relocate any fences within the Easement or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

5. Waiver of Property: Given the significance of this Easement coupled with the fact that the house located on the Property is not occupied, Grantor is hereby granted a waiver (“Waiver”) from the mandatory hook-up to remain in effect as long as Grantor owns the Property. Grantor’s Property subject to this waiver is identified as Tract One, Tract Two and Tract Three as described in that certain Special Warranty Deed dated December 8, 2015, executed by Jerome E. Paisley to Kent Paisley and Kimberly Paisley recorded in Volume 5403, Page 465, Official Public Records, Hays County, Texas. The Waiver is personal to Grantor and is only in effect while Grantor owns the Property.

6. Indemnity: To the extent permitted by law, Grantee, its successors and assigns, will defend and indemnify Grantor against any liabilities, claims, demands or damages to the extent such loss or damages are caused by any wrongful or negligent act or admission of Grantee, its agents or employees in the course of its exercise of rights granted by this Easement.

7. Right to Grant Additional Use Within Easement. Grantor, their heirs, successors and assigns, will have the right to grant to others the right to place, install, and maintain utilities within the easement as long as it does not interfere with or impede the use of the easement by the City for the wastewater collection line. In such event, written notice will be given to Grantee by Grantor detailing the purpose for which the easement will be used, the facilities to be placed within the easement, the spacing from the wastewater collection line and any other information necessary to protect the interest of the City and to allow for proper coordination.

**HABENDUM AND WARRANTY:** TO HAVE AND HOLD the Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns for so long as any wastewater collection line or facilities are located and operated thereon. Grantor binds Grantor and Grantor’s heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and Exceptions to Warranty.

**SUCCESSORS AND ASSIGNS:** The Easement granted hereby and all of the rights, agreements, and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the property across which the Easement runs, and the Grantee, and all of their respective successors, legal representatives, and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**CONVENANT OF GRANTOR:** Grantor covenants that Grantor is the owner of the above-described lands and that the person signing this easement is authorized to execute the same on behalf of the owner or all the owners of the property.

**ENFORCEMENT:** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

**ATTORNEY'S FEES:** If [either/any] party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

**BINDING EFFECT:** This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

**CHOICE OF LAW:** This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

**COUNTERPOINTS:** This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

**WAIVER OF DEFAULT:** It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

**FURTHER ASSURANCES:** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

**ENTIRE AGREEMENT:** This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

**LEGAL CONSTRUCTION:** If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.

Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

**NOTICES:** Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

**RECITALS:** Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

GRANTOR:

Jerome Paisley

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

\_\_\_\_\_  
Kent Paisley

\_\_\_\_\_  
Kimberly Paisley

GRANTEE:

City of Wimberley

By: \_\_\_\_\_  
Mayor Susan Jagers

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by Jerome Paisley by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by Kent Paisley.

\_\_\_\_\_  
Notary Public, State of

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by Kimberly Paisley.

\_\_\_\_\_  
Notary Public, State of

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018  
by Susan Jagers, Mayor of the City of Wimberley, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

**RESOLUTION NO. 32-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS, AUTHORIZING ACCEPTANCE OF AN EASEMENT AGREEMENT FOR UTILITIES TO BE LOCATED AT 13301 RANCH ROAD 12, WIMBERLEY, HAYS COUNTY, TEXAS, ON A PROPERTY OWNED BY MYSTIC HILL, LLC**

**WHEREAS**, the City of Wimberley has been in negotiations with the property owner to acquire property for the construction, placement and maintenance of a wastewater lift station for the Central Wimberley Wastewater Project as approved by this City Council; and

**WHEREAS**, it is necessary for the City to acquire certain easements in connection with this Project.

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

**SECTION 1.** That the City Council of Wimberley accepts the easement made by MYSTIC HILL, LLC to the City, a description of said property being fully set forth in the attached Exhibit “A” for the purposes provided therein.

**SECTION 2.** The Mayor is hereby authorized to execute the dedication instrument and all related documents on behalf of the City to formalize this acceptance.

**PASSED, APPROVED, AND ADOPTED** on this 6<sup>th</sup> day of December 2018, at a regular meeting of the City Council of the City of Wimberley, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov’t Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

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Susan Jagers, Mayor

**ATTEST:**

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Laura J. Calcote, City Secretary

**APPROVED AS TO FORM:**

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City Attorney  
Denton, Navarro, Rocha & Bernal, P.C.



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**PUBLIC UTILITY EASEMENT AGREEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HAYS         §

**GRANT OF EASEMENT:**

**MYSTIC HILL, LLC, 13301 RANCH ROAD 12, WIMBERLEY, HAYS COUNTY, TEXAS** (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF WIMBERLEY, TEXAS**, a Texas type A general law municipality with offices located at 221 Stillwater, Wimberley, Hayes County, Texas (“Grantee”), an easement and right-of-way (“Easement”) upon and across the property of Grantor which is a parcel of land containing 1,369 square feet out of and part of a called 3.295 acre tract in the Amasa Turner Survey in Hays County, Texas and being more particularly described on the Survey, attached hereto as **Exhibit ”A”**, and the Metes and Bounds Description, attached hereto as **Exhibit “B”**. Exhibits “A” and “B” are incorporated herein by reference for all purposes and collectively describe what henceforth may be referenced as the “Easement Tract”, with **Exhibit “B”** prevailing over **Exhibit “A”** in the case of a conflict between the two.

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions, to Warranty, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
  - (a) “Holder” shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.

- (b) "Public Utility" shall mean a sanitary sewer lift station and related surface and subsurface appurtenances.
2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are exclusive and irrevocable. The Easement is for the benefit of Holder.
  3. *Purpose of Easement.* The Easement shall be used for Public Utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of Public Utility facilities and related surface and subsurface appurtenances, or making connections thereto. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the public utility facilities and related appurtenances.
  4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
  5. *Reservation of Rights.* As the Easement Tract shall be contained within a fence, as described herein, Grantor shall reserve no rights of use of the Easement Tract.
  6. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use the surface of the 5,550 square foot area adjacent to the Easement Property, and is more fully described in **Exhibit "C"**, to assist in the initial installation and as may be reasonably necessary to maintain, repair and replace the Facilities within the Easement Property of the Facilities within the Easement Property. However, Holder must promptly restore the area of the Temporary Construction Easement to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
  7. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities.
  8. *Special Conditions.* Notwithstanding any contrary provision, Grantee shall construct a privacy fence of stone, ~~or masonry~~, or stucco materials around the Public Utility. ~~The entry gate of the fence shall be made of \_\_\_\_\_.~~

The privacy fence shall be ~~six-eight~~ (68) feet in height and shall be of such design as to cause the Public Utility not to be visible from the remainder of Grantor's property save and except through the fence. ~~A diagram of the design of the fence that has been approved by Grantor is attached hereto as Exhibit "D", and is incorporated by reference herein for all purposes.~~

~~9.~~ 9.10. *Waiver of Property.* Grantor is hereby granted the right to connect current improvements on the property without the payment of any impact fees or hook-up fees, provided, however, Grantor will be responsible for the construction costs related to the connection and hook-up from the improvement to the stub-out to main wastewater collection line.

~~9.10.~~ 9.11. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

~~10.11.~~ 10.12. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

~~11.12.~~ 11.13. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

~~12.13.~~ 12.14. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

~~13.14.~~ 13.15. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

~~14.15.~~ 14.16. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

~~15.16.~~ 15.17. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

~~16.17.~~ *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

~~17.18.~~ *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.

~~18.19.~~ *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

~~19.20.~~ *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

~~20.21.~~ *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.

~~21.22.~~ *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**GRANTOR:**

\_\_\_\_\_  
(Grantor's Name)

By: \_\_\_\_\_  
(Grantor's Signature)

**GRANTEE:**

**AGREED AND ACCEPTED:**

**CITY OF WIMBERLEY, TEXAS,**  
a Texas type A general law municipality

By: \_\_\_\_\_  
Susan Jagers, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Calcote, City Secretary

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on \_\_\_\_\_, 201\_\_, by  
\_\_\_\_\_, an individual residing in \_\_\_\_\_ County, Texas.

\_\_\_\_\_  
Notary Public Signature

(seal)

THE STATE OF TEXAS    §  
                                  §

COUNTY OF HAYS

§

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by Susan Jagers, Mayor of the City of Wimberley, Texas, a Texas type A general law municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public Signature

(seal)

The preparer of this document has made no investigation of the following matters: The accuracy of the legal description used herein; whether or not the Grantor is the correct owner of the property; whether or not the party signing on behalf of the Grantor is authorized to sign on behalf of the Grantor; or any title matters whatsoever.

**PREPARED IN THE LAW OFFICE OF:**

Denton, Navarro, Rocha, Bernal, & Zech, P.C.  
2517 N. Main Avenue  
San Antonio, Texas 78212

**AFTER  
RECORDING RETURN  
TO:**

City of Wimberley  
Attn. City Secretary  
P.O. Box 2027

Wimberley, TX 78676



**AGENDA ITEM:** City Administrator's Report  
**SUBMITTED BY:** Shawn Cox, City Administrator  
**DATE SUBMITTED:** December 3, 2018  
**MEETING DATE:** December 6, 2018

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

The City Administrator will provide an update to Council on the progress of the Central Wimberley Wastewater Project, including construction progress, expenditures to date, and other updates related to the project. Additionally, the City Administrator will provide an update on other City projects.

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

### FINANCIAL

- Budgeted Item  Original Estimate/Budget: \$
- Non-budgeted Item  Current Estimate: \$
- Not Applicable  Amount Under/Over Budget: \$

### STAFF RECOMMENDATION



**AGENDA ITEM:** Temporary Structure – Food Trailer  
**SUBMITTED BY:** Sandy I. Floyd  
**DATE SUBMITTED:** 11/29/18  
**MEETING DATE:** 12/6/18

# AGENDA FORM

## ITEM DESCRIPTION/SUMMARY

Gigi’s Food and Drinks, Regina Rogers, has requested installation of her food trailer at 9595 RR 12. This is the Collie’s property at the junction and the City has received permission from the property owner’s to allow this food trailer on -premise. The applicant would like to serve Chinese food. Requested installation date is December 6<sup>th</sup>.

## REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

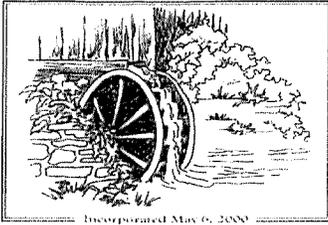
## FINANCIAL

- |                   |                                     |                           |
|-------------------|-------------------------------------|---------------------------|
| Budgeted Item     | <input type="checkbox"/>            | Original Estimate/Budget: |
| Non-budgeted Item | <input type="checkbox"/>            | Current Estimate:         |
| Not Applicable    | <input checked="" type="checkbox"/> | Amount Under/Over Budget: |

## STAFF RECOMMENDATION

RECEIVED  
NOV 20 2018  
BY: emailed to staff

ORIGINAL



# City of Wimberley

221 Stillwater, P.O. Box 2027,  
Wimberley, Texas, 78676  
Phone: (512) 847-0025 - Fax: (512) 847-0422  
[www.cityofwimberley.com](http://www.cityofwimberley.com)

## Temporary Structure Application Form

Office Use  
Permit No. T-18-006  
Date: 11-26-18  
Staff Review: S.I.F.  
Council Hearing: 12-06-18

**Applicant:** Regina Rogers (Gigi's Food + Drinks LLC)  
**Mailing Address:** 234 Cedar Hollow City: Wimberley State: TX Zip: 78676  
**Phone:** [REDACTED] **Email:** [REDACTED]  
**Property Owner:** Bruce + Holly Collie  
**Mailing Address:** 9595 Ranch Rd 12 City: Wimberley State: TX Zip: 78676  
**Phone:** [REDACTED] **Email:** [REDACTED]

**Subject Property Address:** 9595 Ranch Rd 12 Wimberley TX 78676  
**Hays CAD Parcel ID R** 12659 **Zoning:** Highway Commercial  
**Purpose/Use of Structure:** Mobile Food trailer  
**Requested Installation Date:** 12/06/2018 **Requested Removal Date:** N/A  
**Will the temporary structure be served by electricity?** YES  NO   
**Will the temporary structure be served by water service?** YES  NO   
**If "YES" to either then an inspection is required for water and/or electrical service.**  
 **If service is provided through another meter attach a letter of permission. it will be emailed**  
 **Provide a site plan indicating location of temporary structure in relation to other structures, parking lots, property lines etc.**  
**Permission from property owner is attached.** YES  NO  **N/A**  **It will be emailed**  
**Has a Mobile Food Establishment application been submitted?** YES  NO  **N/A**

Temporary Structure Permit.....\$25.00 each structure  
Inspections.....\$65.00 each

PAID  
NOV 20 2018  
MA

I certify that the information contained in this application is true and correct and that if any of the information provided is incomplete or incorrect the permit may not be issued or may be revoked to the City of Wimberley. I understand that all temporary structures or accessory uses shall be removed from the property at the expiration of the time period as defined in the permit unless another Temporary Structure Permit is obtained prior to expiration. I understand that a Certificate of Occupancy may be required and contractor information will be provided if applicable. Adequate parking, restroom, setback and additional requirements per City Ordinance No. 2012-007 & Ordinance No. 2016-007 will be verified by City staff.

**Applicant:** [Signature] **Date:** 11/20/18



DISCLAIMER: This map is not a survey, utility, or project site, and is not a representation of any property located on the ground. This should be used only as a reference. The City of Wimberley assumes no liability as a result of misuse or misinterpretation of any data represented herein. No warranty is expressed or implied regarding accuracy or completeness.



**AGENDA ITEM:** Comprehensive Plan Review Ad-Hoc Committee  
**SUBMITTED BY:** Sandy I. Floyd  
**DATE SUBMITTED:** 11/29/18  
**MEETING DATE:** 12/6/18

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

Planning Commissioner Craig Reitz has proposed reviewing the Comprehensive Plan. After discussion during the November 8<sup>th</sup> Planning and Zoning Commission meeting, the Commission voted 6-0-0 to recommend to Council to form a Comprehensive Plan Review Ad-Hoc Committee with one representative from the Planning & Zoning Commission.

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

### FINANCIAL

- |                   |                                     |                           |
|-------------------|-------------------------------------|---------------------------|
| Budgeted Item     | <input type="checkbox"/>            | Original Estimate/Budget: |
| Non-budgeted Item | <input type="checkbox"/>            | Current Estimate:         |
| Not Applicable    | <input checked="" type="checkbox"/> | Amount Under/Over Budget: |

### STAFF RECOMMENDATION



**AGENDA ITEM:** Playscape Structure at Cypress Creek Nature Trail and Preserve Park  
**SUBMITTED BY:** Rebecca Manning  
**DATE SUBMITTED:** 11/16/18  
**MEETING DATE:** 12/6/18

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

Wimberley Restoration was the low bid when Park staff requested bids from contractors to repair rot/termite damage to the playscape structure at the Cypress Creek Nature Trail and Preserve Park. The bid from Wimberley Restoration Company is located in the council agenda packet.

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

### FINANCIAL

- |                   |                                     |                           |                |
|-------------------|-------------------------------------|---------------------------|----------------|
| Budgeted Item     | <input checked="" type="checkbox"/> | Original Estimate/Budget: | \$2,000.00     |
| Non-budgeted Item | <input type="checkbox"/>            | Current Estimate:         | \$1,720.60     |
| Not Applicable    | <input type="checkbox"/>            | Amount Under/Over Budget: | \$279.40 under |

### STAFF RECOMMENDATION

Staff recommends to approve this item.

**Wimberley Restoration Company**  
 53 Woodcreek Dr.  
 Wimberley, TX 78676  
 (512) 648-1889  
 melissa@wimberleyrestoration.com  
 www.wimberleyrestoration.com

# Estimate



ADDRESS
Rebecca Manning

ESTIMATE #	DATE
1442	08/20/2018

ACTIVITY	QTY	RATE	AMOUNT
<b>Play structure</b> Option 1: Detach and remove (3) deteriorated 6x6 posts Dig and clean out base Supply and install (3) new cedar posts Supply and install drain rock base Set posts in (3) bags of concrete each	1	1,720.60	1,720.60
<b>Play structure</b> Option 2: Disassemble play structure Remove and dispose of all existing support posts (10) Supply and install drain rock base Supply and install (10) new cedar posts Re assemble play structure with existing hardware Clean and dispose of all associated debris Security fencing by others if required Pressure treated posts will significantly reduce costs	1	4,760.00	4,760.00
<b>TOTAL</b>			<b>\$6,480.60</b>

Accepted By

Accepted Date



**AGENDA ITEM:** Office Locations  
**SUBMITTED BY:** Laura Calcote, City Secretary  
**DATE SUBMITTED:** December 3, 2018  
**MEETING DATE:** December 6, 2018

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

Shortly after the May 2018 elections, City Secretary Laura Calcote and Mayor Susan Jagers discussed switching offices at City Hall. Both parties were on board with making the switch, and the City Administrator approved. The City Secretary works closely with the City Administrator on a day-to-day basis regarding various duties/tasks, and being in closer proximity helps to complete these items more efficiently and effectively than having offices on opposite ends of the building. Additionally, the City Secretary currently functions as the Municipal Court Clerk, and having an office with an access door to the outside makes it easier for the public to come in and discuss and/or pay their citations without disrupting the rest of the employees at City Hall.

In October 2018, the Mayor, for reasons unknown, decided she wanted the previous “Mayor’s Office.” Since then, this has become an issue between the Mayor and staff with several emails being sent back and forth pertaining to the topic (see attached correspondence). City Council members became involved in the discussion when the Mayor decided to move all her office belongings over Thanksgiving Break into Council Chambers (see attached photo), and instructed the City Administrator move the City Secretary back to her previous office. This matter has become disruptive to City Hall staff, and employees would like the issue resolved by City Council.

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution

### FINANCIAL

- |                   |                                     |                           |    |
|-------------------|-------------------------------------|---------------------------|----|
| Budgeted Item     | <input type="checkbox"/>            | Original Estimate/Budget: | \$ |
| Non-budgeted Item | <input type="checkbox"/>            | Current Estimate:         | \$ |
| Not Applicable    | <input checked="" type="checkbox"/> | Amount Under/Over Budget: | \$ |

**STAFF RECOMMENDATION**

Staff is requesting City Council formally vote on office locations for the City Secretary and the Mayor.

**From:** [Mayor](#)  
**To:** [Shawn Cox](#)  
**Cc:** [Laura Calcote](#); [Place4](#)  
**Subject:** Re: Office Location  
**Date:** Thursday, October 11, 2018 6:40:27 PM

---

Shawn,

I appreciate your concern. However, I prefer to have the City Secretary work more in conjunction with our Planning and Development Coordinator. As you are aware Monica is the first to leave everyday and often times Sandy is a one man show on her end of the building with citizen traffic and interruptions. Additionally, Sandy will be going on Maternity leave through March and working part-time from home. With the secretarial office at that end of the building it is more accommodating for coverage. Beneficially, there is a large storage closet in that office which still contains quite a lot of historical documents which should be retained by the City Secretary. Furthermore, there is a long line of shelving, a double closet and a large cabinet adjacent to that office which is also used for other related materials that the City Secretary should maintain. As it stands, the front office that the Secretary is currently occupying has no storage space at all. There are cabinets and piles of stuff on the floor. Need less to say, the position of the way the monitors have to be on top of the desk puts a barrier between her and any staff or citizen visitor for communication.

With respect to the office you occupy and its conditional state; it is more of a mess. As the City's Administrator and head of staff you should be the model for organization and professionalism. Unfortunately, you have occupied your office for over seven months and the piles of papers and files seem to be getting bigger every week. Last July I needed to find a document which had been mailed certified to City Hall and a thumb drive to copy FOIA information. I was disappointed to have to look through piles everywhere and that there was very little filed away in your desk or cabinets as it should be. Only recently has your large table been cleared enough for the Council to sit around during executive sessions and have space to write. The same paperwork was there week after week with little change. It is time for a field day and to set an example. City Hall is a professional public space and not a home office.

Functionally, the Mayor and City Administrator should be hand in hand. As the representative head of the City the Mayor should have a forward presentable office for public access and citizen visitation. There were many times over the summer I had no idea who was coming and going through City Hall. There were also many times I received citizen comments about whether or not the Mayor even had an office at City Hall.

As with all previous Mayors, I am sure that the next Mayor will appreciate having the appropriately assigned office. It is better to make the move now, sooner than later.

I have settled into my teaching position at the Academy and I plan to increase the time I'm

available at City Hall. I expect it to be more in line with the hours I kept over the summer. I will move my personal things out of the office this weekend.

Consider this a Counseling session and continue with exchanging the spaces. If you still want to discuss this further we can set aside some time Saturday after walking through the Storage Locker or Tuesday after the Special Council meeting.

Respectfully,

Mayor Susan Jagers  
City of Wimberley, TX  
(512) 648-1632

---

**From:** Shawn Cox  
**Sent:** Thursday, October 11, 2018 2:31:47 PM  
**To:** Mayor  
**Cc:** Laura Calcote  
**Subject:** RE: Office Location

Mayor,

I am happy to discuss with you anything we can do to provide you with what you need for your office to make it more accommodating. On the other hand, I respectfully request that moving Laura not be a consideration. Laura and I work hand in hand on any number of items each day, and proximity is a key factor to being productive. Additionally, Laura does a considerable amount for the City. While Wimberley may not be able to provide the same compensation for this important position as other cities, we can provide accommodations. In my opinion, moving employees from offices they have turned in to their own (a home away from home if you will), will lead to a deterioration of employee morale throughout the office.

If it is meeting space you need, we are happy to allocate Chambers' whenever you need. I am also happy to lend my office as conference space as needed.

I look forward to being able to discuss this with you.

Sincerely,  
Shawn

---

**From:** Mayor  
**Sent:** Wednesday, October 10, 2018 10:24 PM  
**To:** Shawn Cox <Scox@cityofwimberley.com>  
**Cc:** Laura Calcote <lcalcote@cityofwimberley.com>; Place4 <Place4@cityofwimberley.com>  
**Subject:** Office Location

Shawn,

As I mentioned to you before, I need to take back the Mayor's office. I will have my items cleared out of the back office sometime tomorrow. Please have Laura moved back into her old office at her earliest convenience within the next week.

Respectfully,

*Susan Jagers*

Mayor, City of Wimberley

Cell: (512) 648-1632

Website: [cityofwimberley.com](http://cityofwimberley.com)

**From:** [Laura Calcote](#)  
**To:** [Place2](#); [Shawn Cox](#)  
**Cc:** [Mayor](#)  
**Bcc:** [Place1](#); [Place3](#); [Place4](#); [Place5](#)  
**Subject:** RE: Mayor's office location  
**Date:** Monday, November 26, 2018 8:31:34 AM  
**Attachments:** [image001.png](#)

---

I am not moving offices. Office locations were decided six months ago, right after the election. The Mayor and I discussed this matter before I moved into my current office, and she was fine with it.

Laura Calcote, MPA, TRMC  
City Secretary  
City of Wimberley  
221 Stillwater  
P.O. Box 2027 (Mailing Address)  
Wimberley, TX 78676  
Office: (512) 847-0025  
Fax: (512) 847-0422  
Website: [cityofwimberley.com](http://cityofwimberley.com)



 Please consider the environment before printing this e-mail.

---

**From:** Place2 <[place2@cityofwimberley.com](mailto:place2@cityofwimberley.com)>  
**Sent:** Sunday, November 25, 2018 8:40 PM  
**To:** Shawn Cox <[Scox@cityofwimberley.com](mailto:Scox@cityofwimberley.com)>  
**Cc:** Mayor <[mayor@cityofwimberley.com](mailto:mayor@cityofwimberley.com)>; Laura Calcote <[lcalcote@cityofwimberley.com](mailto:lcalcote@cityofwimberley.com)>  
**Subject:** Re: Mayor's office location

Are we going through this again? I thought this was settled. I suggest we get together and clear this before any moves are made.

Craig Fore,  
Wimberley City Council Place 2

On Nov 25, 2018, at 6:32 PM, Shawn Cox <[Scox@cityofwimberley.com](mailto:Scox@cityofwimberley.com)> wrote:

Mayor,

As I have mentioned it is not in the best interest to disrupt staff. As administrator I am responsible for the day to day operations and staff. It is from this position will be

keeping Laura in her current location.

Sincerely,  
Shawn

Sent from my iPhone

On Nov 25, 2018, at 4:41 PM, Mayor <[mayor@cityofwimberley.com](mailto:mayor@cityofwimberley.com)> wrote:

Shawn,

I have cleared my things from the back office and have staged them in the council meeting room. Please have Laura return to her old City Secretary office. I would like to be settled into the front office before the next Council meeting and have the meeting room back in order.

Respectfully,

*Susan Jagers*

Mayor, City of Wimberley

Cell: (512) 648-1632

Website: [cityofwimberley.com](http://cityofwimberley.com)

---

**From:** Mayor

**Sent:** Thursday, October 25, 2018 7:19 AM

**To:** Mayor <[mayor@cityofwimberley.com](mailto:mayor@cityofwimberley.com)>

**Subject:** office location

Shawn,

I appreciate your concern. However, I prefer to have the City Secretary work more in conjunction with our Planning and Development Coordinator. As you are aware Monica is the first to leave everyday and often times Sandy is a one man show on her end of the building with citizen traffic and interruptions.

Additionally, Sandy will be going on Maternity leave through March and working part-time from home. With the secretarial office at that end of the building it is more accommodating for coverage.

Beneficially, there is a large storage closet in that office which still contains quite a lot of historical documents which should be retained by the City Secretary. Furthermore, there is a long line of shelving, a double closet and a large cabinet adjacent to that office which is also used for other related materials that the City Secretary should maintain. As it stands, the front office that the Secretary is currently occupying has no storage space at all. There are cabinets and piles of stuff on the floor. Need less to say, the position of the

way the monitors have to be on top of the desk puts a barrier between her and any staff or citizen visitor for communication.

With respect to the office you occupy and its conditional state; it is more of a mess. As the City's Administrator and head of staff you should be the model for organization and professionalism. Unfortunately, you have occupied your office for over seven months and the piles of papers and files seem to be getting bigger every week. Last July I needed to find a document which had been mailed certified to City Hall and a thumb drive to copy FOIA information. I was disappointed to have to look through piles everywhere and that there was very little filed away in your desk or cabinets as it should be. Only recently has your large table been cleared enough for the Council to sit around during executive sessions and have space to write. The same paperwork was there week after week with little change. It is time for a field day and to set an example. City Hall is a professional public space and not a home office.

Functionally, the Mayor and City Administrator should be hand in hand. As the representative head of the City the Mayor should have a forward presentable office for public access and citizen visitation. There were many times over the summer I had no idea who was coming and going through City Hall. There were also many times I received citizen comments about whether or not the Mayor even had an office at City Hall.

As with all previous Mayors, I am sure that the next Mayor will appreciate having the appropriately assigned office. It is better to make the move now, sooner than later.

I have settled into my teaching position at the Academy and I plan to increase the time I'm available at City Hall. I expect it to be more in line with the hours I kept over the summer. I will move my personal things out of the office this weekend.

Consider this a Counseling session and continue with exchanging the spaces. If you still want to discuss this further we can set aside some time Saturday after walking through the Storage Locker or Tuesday after the Special Council meeting.

make the move and settle in.

As the administrator you have been given responsibility for maintaining the day to day operations that have been assigned to you and one of your primary responsibilities is to perform varied tasks and other duties as assigned by the Mayor, (Sec. 2.05.034).

As Mayor and Chief Executive Officer of the municipality, (Texas Local Government Code, Sec 22.042) I have the primary oversight for all subordinate municipal officers which includes you as my administrator. I am no longer asking, I am now instructing you to direct the city secretary to return to the designated office.

Per the City's Employee Personnel manual insubordination is grounds for immediate termination. Insubordination - includes refusal to carry out the instructions or orders of a supervisor or other superior in the office.

Furthermore, under section 2.05.033 of the City of Wimberley's municipal ordinance you do not have the authority to take any action whatsoever to overturn, offset, defeat, veto, or nullify any action by or vote of the mayor or council.

Consequently per the terms of your contract [Section 14.B.(iv) and (v)] you are providing justification for termination for cause.

Respectfully,

Mayor Susan Jagers

City of Wimberley, TX

(512) 648-1632

---

**From:** Shawn Cox

**Sent:** Sunday, November 25, 2018 6:31:59 PM

**To:** Mayor

**Cc:** Laura Calcote  
**Subject:** Re: Mayor's office location

Mayor,

As I have mentioned it is not in the best interest to disrupt staff. As administrator I am responsible for the day to day operations and staff. It is from this position will be keeping Laura in her current location.

Sincerely,  
Shawn

Sent from my iPhone

On Nov 25, 2018, at 4:41 PM, Mayor <[mayor@cityofwimberley.com](mailto:mayor@cityofwimberley.com)> wrote:

Shawn,

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Respectfully,

*Susan Jagers*

Mayor, City of Wimberley

Cell: (512) 648-1632

Website: [cityofwimberley.com](http://cityofwimberley.com)

---

**From:** Mayor  
**Sent:** Thursday, October 25, 2018 7:19 AM  
**To:** Mayor <[mayor@cityofwimberley.com](mailto:mayor@cityofwimberley.com)>  
**Subject:** office location

Shawn,

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of the building with citizen traffic and interruptions.

Additionally, Sandy will be going on Maternity leave through March and working part-time from home. With the secretarial office at that end of the building it is more accommodating for coverage.

Beneficially, there is a large storage closet in that office which still contains quite a lot of historical documents which should be retained by the City Secretary. Furthermore, there is a long line of shelving, a double closet and a large cabinet adjacent to that office which is also used for other related materials that the City Secretary should maintain. As it stands, the front office that the Secretary is currently occupying has no storage space at all. There are cabinets and piles of stuff on the floor. Need less to say, the position of the way the monitors have to be on top of the desk puts a barrier between her and any staff or citizen visitor for communication.

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*Susan Jagers*

Mayor, City of Wimberley

Cell: (512) 648-1632

Website: [cityofwimberley.com](http://cityofwimberley.com)

**From:** [Mayor](#)  
**To:** [Shawn Cox](#)  
**Cc:** [Charlie Zech](#); [Sarah Griffin](#); [Laura Calcote](#)  
**Subject:** Re: Mayor's office location  
**Date:** Monday, November 26, 2018 1:16:18 PM

---

Shawn,

I appreciate your concern; however Laura will be fine in the other office which has a large closet and extra storage space for the documents she maintains. This is a slow time of the year and it should only take an afternoon or two for her to make the move and settle in.

As the administrator you have been given responsibility for maintaining the day to day operations that have been assigned to you and one of your primary responsibilities is to perform varied tasks and other duties as assigned by the Mayor, (Sec. 2.05.034).

As Mayor and Chief Executive Officer of the municipality, (Texas Local Government Code, Sec 22.042) I have the primary oversight for all subordinate municipal officers which includes you as my administrator. I am no longer asking, I am now instructing you to direct the city secretary to return to the designated office.

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Respectfully,

Mayor Susan Jagers  
City of Wimberley, TX  
(512) 648-1632

---

**From:** Shawn Cox  
**Sent:** Sunday, November 25, 2018 6:31:59 PM  
**To:** Mayor  
**Cc:** Laura Calcote  
**Subject:** Re: Mayor's office location

Mayor,

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Sent from my iPhone

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Mayor, City of Wimberley

Cell: (512) 648-1632

Website: [cityofwimberley.com](http://cityofwimberley.com)

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**To:** Mayor <[mayor@cityofwimberley.com](mailto:mayor@cityofwimberley.com)>

**Subject:** office location

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meeting.

Respectfully,

*Susan Jagers*

Mayor, City of Wimberley

Cell: (512) 648-1632

Website: [cityofwimberley.com](http://cityofwimberley.com)



Monday, November 26, 2018  
8:07a.m.



**AGENDA ITEM:** STR Solution Software  
**SUBMITTED BY:** Shawn Cox, City Administrator  
**DATE SUBMITTED:** December 4, 2018  
**MEETING DATE:** December 6, 2018

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

The City advertised a Request for Proposals (RFP), "RFP # - 19-001 Short Term Rental Software," on October 11, 2018. Interested parties were given until November 5, 2018 to respond to the RFP. In total, the City received four (4) responses. The packets were provided to the STR Committee for review and consideration.

Based on their review, the STR Committee is recommending that Council award RFP # 19-001 to STR Helper (Bear Cloud Software), and that the City Administrator be authorized to negotiate a contract with STR Helper for an amount not to exceed \$19,000.00

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

### FINANCIAL

Budgeted Item	<input checked="" type="checkbox"/>	Original Estimate/Budget:	\$ 20,000.00
Non-budgeted Item	<input type="checkbox"/>	Current Estimate:	\$
Not Applicable	<input type="checkbox"/>	Amount Under/Over Budget:	\$

### STAFF RECOMMENDATION

The City Administrator recommends approval of this item.

## **ATTACHMENT(S)**

- RFP # - 19-001
- STR Helper RFP Submittal



City of Wimberley  
RFP for Short Term Rental Software  
RFP # - 19-001

The City of Wimberley, Texas is soliciting proposals from qualified firms to provide professional services and systems to assist in short term rental identification, monitoring, and enforcement. This system shall identify Short Term Rentals (STR) including the physical address, full name of the property owner, links to online advertisements or postings for the STR and the option of a 24/7 complaint hotline and monitoring service for citizen reporting and complaints related to STR violations.

## City of Wimberley Background

The City of Wimberley is located in central Hays County in the heart of the Texas Hill Country, between Austin and San Antonio, only 16 miles from San Marcos. The center of Wimberley is situated at the confluence of Cypress Creek and the Blanco River. Wimberley, at approximately 9 square miles, with a population of 2,626, is host to over 450,000 visitors annually, 150,000 of which stay overnight at one of our multi-room hotels or short-term rentals (STR).

Tourism is a key economic factor for the City of Wimberley, with no property tax, nearly 65% of the City's revenue comes from Sales & Use Taxes. Ensuring compliance with the City's Short-Term rental policies is key to maintain and improving the economic benefits tourism provides to Wimberley.

## Scope of Work/Deliverables

1. Creation and maintenance of a database of short-term rental units
  - a. Physical Address Identification
  - b. Listing of all jurisdictions' active STR listings
  - c. High resolution screenshots of all active listings (captured weekly or at the request of the City)
  - d. Full address and contact information for identifiable STRs in jurisdiction
  - e. All available listing and contact information for non-identifiable STRs in jurisdiction
2. Ongoing Compliance Monitoring
3. Assist the City with court cases when necessary

### **Task 1 - Create and Maintain Database of Short-Term Rental Units (both permitted and non-permitted)**

- Identify the addresses of the properties listed for short-term rental from all applicable short-term rental websites operating in the City of Wimberley
- Create and maintain a comprehensive inventory of all short-term rentals in the City of Wimberley
  - This list shall include, but is not limited to, the listing URL, location address, owner name and contact information, property type, room type
- Regularly monitor short term rental listings and update data accordingly
- The database should be exportable to GIS and other program formats used by the City
- Database should be sufficient for the City to use for outreach, monitoring and compliance purposes
- Database should allow City staff to search, correct, and append with additional information

## **Task 2 – Ongoing Compliant Monitoring**

- Monitor short-term rentals regularly for compliance with State, County & City codes, requirements and statutes, including but not limited to:
  - Accurate Payments of Hotel Occupancy Tax (State, County, & Local) based on revenues
  - Payments of Property Taxes
  - Compliance with STR Permitting Requirements
- Prepare and submit weekly to the city a master list of short-term rental units known or suspected to be operating in violation of City codes and requirements
- Management of short-term rental permit, and licensing including:
  - Document management
  - Zoning
  - Permit types
  - Septic capacity
  - Occupancy Limits
- Management of Complaints for reporting to the City
- Provide reports, analysis, documentation and access to online data as required
- Provide on-line registration and payments for STR licensing
- Participate in meetings or calls with City staff on a periodic basis

## **Task 3 - Assist the City with Court Cases**

- Records custodian

## **Technology Requirements**

The City prefers a cloud-based solution with necessary security and user level control of privileges, however, vendors should specify how their proposal/system prefers to address each of these items:

- Server Operating System
- Database Management System
- Server Hardware Architecture
- PC Requirements
- Web-hosting Requirements
- Office Automation Tools
- Email Applications
- Client Access Licensing (CALs) - Specify Concurrent vs. “Per Seat” Licensure

## Proposal Format

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. Additionally, all proposals should include:

- Background and Experience of Project Team
- Time Requirements for Implementation
- Pricing Model(s)
- City Staff Training and Support Requirements

All copies shall be bound in a single volume (single sided only) and all documentation submitted with the proposal should be bound in that single volume, where practical.

- A. All bids should be clearly marked "**CITY OF WIMBERLEY RFP# - 19-001 STR SOFTWARE**" and submitted in a sealed envelope.
- B. Bids must be submitted by mail or hand delivered as follows:

**CONFIDENTIAL: PROPOSAL ENCLOSED**  
**CITY OF WIMBERLEY RFP # - 19-001 STR SOFTWARE**  
**ATTENTION: MR. SHAWN COX, CITY ADMINISTRATOR**  
**CITY OF WIMBERLEY**  
**221 STILLWATER**  
**P.O. BOX 2027**  
**WIMBERLEY TX 78676**

- C. Proposals must be received by the City no later than **4:30 pm on Monday, November 5, 2018.** Late proposals will not be accepted for any reason.
- D. No more than one bid may be submitted by any Vendor.
- E. The bid must be signed by an official authorized to contractually bind the Vendor.
- F. All forms from this solicitation requiring signature must be included in the bid.

## Proposal Evaluation Process

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

The Short-Term Rental Review Committee will evaluate the Proposals and select a proposal which represents the best value to the City. The Short-Term Rental Review Committee is an advisory committee established by the City Council to review the City's Conditional Use Permit process, identify non-compliant short-term rentals, outline a procedure for bringing identified properties into compliance, and make actionable recommendations to the City Council. This Committee will determine the responsiveness and

acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted proposals, the Short-Term Rental Review Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Short-Term Rental Review Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Committee to ask questions of the proposed project team.

## Proposal Evaluation Criteria Factors

The following criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist:

### Criteria Factors

- Ability to meet (and/or exceed) functional requirements – Compliance to functional requirements, technical competency, ease of use, compliance with published standards and specifications, additional functionality provided over and above minimum requirements, warranty, and innovative solutions, clear and complete responses to RFP. The extent in which the proposed meets the current and future needs of the City. A staffing plan that identifies the individuals involved in the effort along with their experience, qualifications, and resumes. The staffing plan should identify who the project manager will be, along with any team structure for multiple firms submitting.
- Resources – Key development resources, key support resources, locations of support staff and experience of key resources. The availability and experience of the proposed development and support resources. Proximity and availability of support resources to assist City Staff or address issues.
- Firm Qualifications / Experiences –Development experience, availability of resources, documented development procedures, and references. The Offeror’s experience in successfully developing and supporting like applications, commitment of key resources, and responses from references.

- Training and Support program – Comprehensive training and support programs, documentation, on-site and remote support, help menus. The extent to which the Offeror provides comprehensive training and support programs. The completeness and ease of use of application and help menus.
- Understanding of the Scope of Work / Project – Demonstration in the proposal that the Offeror has a clear understanding of what the City is looking for.
- Cost – The total cost of the system, including warranty and support services over the life of the project (provide itemized and lump sum).

It is the Offeror’s responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

## References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years. Included in the reference should be the entity name, mailing address, primary contact name, and primary contact phone and email.

## Questions

In order to ensure a fair and objective proposal evaluation, all questions related to this RFP must be submitted in writing and will be answered in writing. Please submit any questions to Shawn Cox, City Administrator, via email at [scox@cityofwimberley.com](mailto:scox@cityofwimberley.com), and Laura Calcote, City Secretary, via email at [lcalcote@cityofwimberley.com](mailto:lcalcote@cityofwimberley.com) by 5:00 pm, Wednesday, October 24, 2018. Those submitting an inquiry will receive notification of receipt within one (1) business day. The City of Wimberley is not responsible for inquiries not received. Final answer to inquiry will be provided within three (3) business days. Contact with any other City of Wimberley employee or official relative to this request is prohibited. Failure to observe this requirement may be grounds for rejection of the proposal.



**Response to the City of Wimberley– RFP For SHORT-  
TERM RENTAL SOFTWARE**

**(RFP # 19-001)**

**Prepared by:**

Bear Cloud Software  
Austin Keating  
October 15, 2018  
(512)-964-2670  
austin.keating@strhelper.com

A handwritten signature in black ink, appearing to read "John Spencer".

**Submission approved by:**

**John Spencer, CEO, Bear Cloud Software**



**Response to the City of Wimberley– RFP For SHORT-  
TERM RENTAL SOFTWARE**

**(RFP # 19-001)**

**Prepared by:**

Bear Cloud Software  
Austin Keating  
October 15, 2018  
(512)-964-2670  
austin.keating@strhelper.com

**Submission approved by:**

**John Spencer, CEO, Bear Cloud Software**

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## Introduction

Thank you for the opportunity to respond to the City of Wimberley's request for proposal for Short Term Rental Compliance. STR Helper was born of necessity. Unable to find an adequate software solution, a group of city administrators and a mayor founded Bear Cloud Software in 2016 to build a platform for managing short term rental compliance. Soon afterwards, two senior software engineers joined the team and the foundation of the company was laid. In January 2017, STR Helper began to openly sell and support the platform. In that time, we have worked with over 80 cities and municipalities to provide comprehensive services for short term rental compliance. Our customers range from large urban markets to tiny resort communities and many markets in between. We have included reference accounts that for the reasons listed we felt like would be interesting to Wimberley, but we are happy for you to talk to any of our customers.

The system is architected around Salesforce's force.com platform. There are a number of reasons we chose force.com and this particular rfp highlights a number of those reasons. The rfp will get into more detail but at a high level, force.com provides us with:

- World class reporting, including the ability to build dynamic online reports that are adaptive, based on business logic
- Document management and document archival
- Workflows for permit approval
- Unmatched security

On top of this base, we have then built a short term rental system that addresses the issues you specifically point out, including:

- Detection and validation of property addresses, owner information, etc. including de-duplication of single properties listed on multiple platforms
- Archival of all short term rental advertisement
- Permit and tax compliance reporting
- The industry leading online permit application and tax remittance portals

The combination of our application, which has been developed in partnership with cities across the country, and the core services that force.com enables, provide a perfect platform to solve the short term rental compliance problem.

In addition to the leading short term rental compliance platform, we also provide a range of services, including project management, customer support, training and custom development. This is not like conventional software where we implement the system and then you take over and rarely talk to us again. This is a dynamic environment, where new listings are constantly popping up while others are being taken down or moved. All of this requires a close working relationship between the city and the vendor. We have engineered an organization to work closely with the city on an ongoing basis. We are confident our customers will tell you as much.

Finally, our pricing is designed to align our interests. Our pricing reflects as close as possible an attempt to capture what we think our fully allocated Year 1 costs will be. In other words, we intentionally price Year 1 as a break-even proposition. In Year 2, our costs will attenuate and the relationship becomes profitable for us. However, we intentionally structure one year contracts. The only way we make money is to deliver exactly what we have promised. Renewal is essential to our long term success and we price our product to ensure that we are held accountable to your requirements. This model has worked extremely well for both us and our customers. It has forced us to develop not only a great product, but to create a service model that meets or exceeds expectations throughout the relationship. Our renewal rate approaches 100% and again, we are confident any city you speak to will testify that our service relationships are exceptional.

## City of Wimberley STR Overview

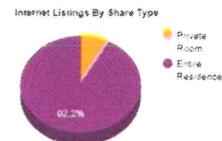
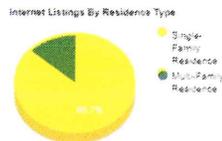
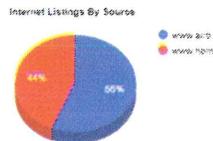
We ran a preliminary report on the City of Wimberley on August 2nd. The report ONLY examined Airbnb and HomeAway based on the current US Census Bureau boundaries of the City of Wimberley. We are happy to make a copy of this report available to you. It represents a snapshot in time, is not de-duplicated and covers only two major listing sites. As such, it is designed to provide us with a broad contextual overview of the short-term rental situation in the City of Wimberley as opposed to a comprehensive view comparable to what our fully implemented product would provide.

This preliminary report finds 166 listings in the City of Wimberley. As you would expect, the city is dominated by single family residences and listings are split nearly equally between HomeAway and Airbnb. We would point out that we monitor 40+ additional sites including TripAdvisor, Turnkey and Vacasa, and we can also monitor local sites on request.

### Major Website Listings of Short Term Rentals in Wimberley, TX August 2, 2018

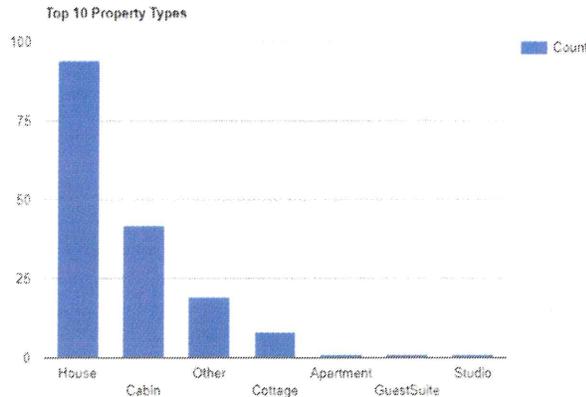
This preliminary report shows properties currently listing on the two major short-term rental (STR) websites Airbnb and HomeAway. Between these two sites, we are able to get a pretty good picture of your STR makeup. When you sign up with STR Helper, our software will monitor over 40 sites for STR activity.

Please note: Unlike other companies, STR Helper is not a mere report generating service, it is a complete software package that allows you to manage licensing, monitoring, and compliance of the STRs in your municipality. This report is not STR Helper, it's just the start of a conversation...



## Wimberley TX - Internet Listings

Source	Single-Family Residence	Multi-Family Residence	Private Room	Entire Residence	Total
airbnb.com	77	16	13	80	93
homeaway.com	67	6	0	73	73
Total	144	22	13	153	166



## Property Type Distribution

Type	Count
House	94
Cabin	42
Other	19
Cottage	8
Apartment	1
GuestSuite	1
Studio	1

## Company History and Qualifications

STR Helper has been deployed in over 80 cities and counties across the country. In addition to full deployments, we have worked with more than 100 additional cities to provide discovery reporting. We have also done extensive work with partner companies related to data analysis. These companies include Smith Travel Research, Inntopia/Destimetrics as well as the Riley Center for Livable Communities.

In addition to world class software that we have developed on top of the world's leading CRM platform, we have also architected the product to interface to an enterprise environment, complete with fully documented, fully supported API's. We continue to develop relationships with a number of leading software vendors to further integrate our products and support teams. This list of partners includes Tyler Technologies, Salesforce, SAP, HdL, ESRI GIS and Tableau. We leverage a Microsoft infrastructure heavily as well and host all implementations on Amazon Web Services. The result is a massively scalable, highly available/redundant, secure and extensible environment. We can boast 99.9% uptime, a security environment developed and backed both by Salesforce and Amazon and a set of open tools based on our own REST API's, Salesforces' API modules and the Microsoft toolset.

Our customers include cities and counties ranging from tiny rural communities to large urban centers, including:

Traditional Vacation Destinations:

Big Bear Lake, CA; Fredericksburg, TX; South Padre Island, TX; Bay County, FL; Anna Maria, FL; Folly Beach, SC; Rutherford County, NC; New Hanover County, NC; Beech Mountain, NC; Blowing Rock, NC; North Topsail Beach, NC; Seaside, OR; Gearhart, OR; Rockaway Beach, OR; Lake Oswego, OR; Tillamook, OR; Grand County, CO; Vail, CO; Grand Lake, CO; Fraser, CO; Gunnison County, CO; Crested Butte, CO; Mt. Crested Butte, CO; Pagosa Springs, CO; Whitefish, MT; Garden City, UT; Rich County, UT; Grand County, UT; Ulster County, NY; Franklin County, NY; Lake Placid, NY; Shelter Island, NY; Hamilton County, NY; Bonner County, ID; Weston, FL; Folly Beach, SC; Sedona, AZ; and Sandpoint, ID; Talbot County, MD.

Urban/Suburban:

Aurora, CO; Golden, CO; Bozeman, MT; Half Moon Bay, CA; Santa Cruz, CA; Indio, CA; Ojai, CA; Rocklin, CA; San Mateo, CA; Montgomery County, MD; Minneapolis, MN; Rancho Mirage, CA; Palm Desert, CA; Charleston, SC; Charleston County, SC; Sullivan's Island, SC; Seaside, CA; and Sacramento, CA.

The most recent group to choose STR Helper in a competitive evaluation was Summit County, CO, which includes Breckenridge, Copper Mountain, Keystone, Dillon, and Silverthorne.

We have the technical depth, operational experience, partnerships and support team to ensure your success. We believe all of our references will testify to this as well. Our head-to-head win-loss rate against every competitor is overwhelmingly in our favor. We have focused on product depth and breadth and customer success at the expense of distribution, sales and marketing. This has been an intentional strategy and we will continue to adhere to it.

## References

### **Fredericksburg, TX**

Kent Myers  
City Manager  
City of Fredericksburg  
(830) 998-4101  
kmyers@fbgtx.org

### **South Padre Island**

Mark Sheppard  
IT Director  
4601 Padre Blvd  
South Padre Island TX 78597

### **Gearhart, OR**

Chad Sweet  
City Manager - Gearhart, OR  
E-mail: [citymgr@ci.gearhart.or.us](mailto:citymgr@ci.gearhart.or.us)  
Phone Number: 503-738-5501

### **Rich County, UT**

Mitch Poulsen  
Executive Director  
Bear Lake Regional Commission (Rich County UT)  
E-mail: [mpoulsen@cut.net](mailto:mpoulsen@cut.net)  
Phone Number: 435-946-2198

### **Gunnison County, CO**

Matthew Birnie  
Gunnison County Manager  
[MBirnie@gunnisoncounty.org](mailto:MBirnie@gunnisoncounty.org)  
200 E Virginia  
Gunnison CO 81230  
(970) 641-0248

## Scope of Services

**Creation and maintenance of a database of short-term rental units including:**

*Physical Address Identification*

STR Helper manages a full inventory of all short term rentals in the jurisdiction. This inventory includes over 300 attributes per listing including physical address identification, owner name, owner contact information as well as a host of property and listing information. The following screenshot shows a “typical” short-term rental inventory report. I want to emphasize that all reports within STR Helper are completely customizable to your needs. The city can easily modify these reports through a drag-and-drop interface or your support manager can build custom reports for you. For example, in this report, it is easy to imagine a case in which the city might want include a link to the license for the property. This is easily accomplished through the report wizard that enables the user to drag and drop new elements into the report.

Property Parcel	Property Owner Name	Property Owner Mailing Street	Property Owner Mailing City	Property Owner Mailing State	Property Owner Mailing Postal Code	Source	List of Original Listing
Property: Street: 1005 S ADAMS ST (1 records)							
26360	FCU, LLC	1649 OTTUMERS RD	FREDERICKSBURG	TX	77924	www.airbnb.com	<a href="https://www.airbnb.com/rooms/2712148">https://www.airbnb.com/rooms/2712148</a>
Property: Street: 100 E AUSTIN ST (3 records)							
7597	ALLEN, YVONNE K & CORNELIA	103 E AUSTIN ST	FREDERICKSBURG	TX	77924	www.airbnb.com	<a href="https://www.airbnb.com/rooms/2412150">https://www.airbnb.com/rooms/2412150</a>
7597	ALLEN, YVONNE K & CORNELIA	102 E AUSTIN ST	FREDERICKSBURG	TX	77924	www.airbnb.com	<a href="https://www.airbnb.com/rooms/2412150">https://www.airbnb.com/rooms/2412150</a>
7597	ALLEN, YVONNE K & CORNELIA	100 E AUSTIN ST	FREDERICKSBURG	TX	77924	www.airbnb.com	<a href="https://www.airbnb.com/rooms/2412150">https://www.airbnb.com/rooms/2412150</a>
Property: Street: 101 W HACKBERRY ST (1 records)							
5369	AGERTON, DAVID J & MALLORY L	2123 ALBANS RD	HOUSTON	TX	77055	www.airbnb.com	<a href="https://www.airbnb.com/rooms/2121074">https://www.airbnb.com/rooms/2121074</a>
Property: Street: 152 E SCHUBERT ST (1 records)							
9626	MCQUEENS, ROY & DARLA	611 W BEACH	FREDERICKSBURG	TX	77924	www.airbnb.com	<a href="https://www.airbnb.com/rooms/2610443">https://www.airbnb.com/rooms/2610443</a>
Property: Street: 700 W AUSTIN ST (7 records)							
26593	CINDO DEVELOPMENT GROUP LLC	700 PLATFOOT SNOW RD	WILLOW CITY	TX	76076	www.airbnb.com	<a href="https://www.airbnb.com/rooms/15247350">https://www.airbnb.com/rooms/15247350</a>
26590	CINDO DEVELOPMENT GROUP LLC	701 PLATFOOT SNOW RD	WILLOW CITY	TX	76076	www.airbnb.com	<a href="https://www.airbnb.com/rooms/16192104">https://www.airbnb.com/rooms/16192104</a>
26593	CINDO DEVELOPMENT GROUP LLC	702 PLATFOOT SNOW RD	WILLOW CITY	TX	76076	www.airbnb.com	<a href="https://www.airbnb.com/rooms/16192104">https://www.airbnb.com/rooms/16192104</a>
26593	CINDO DEVELOPMENT GROUP LLC	703 PLATFOOT SNOW RD	WILLOW CITY	TX	76076	www.airbnb.com	<a href="https://www.airbnb.com/rooms/16192104">https://www.airbnb.com/rooms/16192104</a>
26593	CINDO DEVELOPMENT GROUP LLC	704 PLATFOOT SNOW RD	WILLOW CITY	TX	76076	www.airbnb.com	<a href="https://www.airbnb.com/rooms/16192104">https://www.airbnb.com/rooms/16192104</a>
26593	CINDO DEVELOPMENT GROUP LLC	705 PLATFOOT SNOW RD	WILLOW CITY	TX	76076	www.airbnb.com	<a href="https://www.airbnb.com/rooms/16192104">https://www.airbnb.com/rooms/16192104</a>
26593	CINDO DEVELOPMENT GROUP LLC	706 PLATFOOT SNOW RD	WILLOW CITY	TX	76076	www.airbnb.com	<a href="https://www.airbnb.com/rooms/16192104">https://www.airbnb.com/rooms/16192104</a>
Property: Street: 100 E CREEK ST (2 records)							
13287	FLY, FRANK E	141 E CREEK	FREDERICKSBURG	TX	77924	www.airbnb.com	<a href="https://www.airbnb.com/rooms/17514926">https://www.airbnb.com/rooms/17514926</a>
13287	FLY, FRANK E	142 E CREEK	FREDERICKSBURG	TX	77924	www.airbnb.com	<a href="https://www.airbnb.com/rooms/17514926">https://www.airbnb.com/rooms/17514926</a>
Property: Street: 100 N ADAMS ST (1 records)							
26355	TOOMEY, MARK A	214 W COLLEGE	FREDERICKSBURG	TX	77924	www.airbnb.com	<a href="https://www.airbnb.com/rooms/20811442">https://www.airbnb.com/rooms/20811442</a>
Property: Street: 100 S COLUMBUS ST (4 records)							
2482	NEFFENDORF, SHELTON	100 S COLUMBUS APT B	FREDERICKSBURG	TX	77924	www.airbnb.com	<a href="https://www.airbnb.com/rooms/1600084">https://www.airbnb.com/rooms/1600084</a>
2482	NEFFENDORF, SHELTON	100 S COLUMBUS APT D	FREDERICKSBURG	TX	77924	www.airbnb.com	<a href="https://www.airbnb.com/rooms/1600084">https://www.airbnb.com/rooms/1600084</a>

To point out a few subtleties here, in one case (property 26593), we see 6 Airbnb listings associated with a single property (an example only detectable if we could import and sub-section GIS data). In this case, there are 6 rooms for rent in a single house. In this particular city (Fredericksburg, TX), the ordinance states that there must be 6 permits attached to these listings. In other cases (property 7597) we see the same property listed on both HomeAway and Airbnb. We de-duplicate this from a listings standpoint, while accounting for all advertisements.

*Listing of all jurisdictions' active STR listings*

The report above clearly shows links to active STR listings. In this case, the far right hand column provides direct links to the ad in question.

*High resolution screenshots of all active listings (captured weekly or at the request of the City)*

STR Helper archives full length, hi-res screenshots of all listings. This becomes critical in cases where the ad has been taken down. Related to this issue are deactivated listings. STR Helper maintains an archive of not only the ad's status, but in the case of inactive listings, it creates a full screen, hi-res screenshot of the now deactivated listing. The following is an example from Minneapolis which saw a huge spike in advance of the Super Bowl, many of which were subsequently deactivated. We see this in other communities with large events such as Indio/Rancho Mirage/Palm Desert, which host the Coachella Music Festival, among many other examples. The first is within STR Helper to show us that the listing is no longer valid, whereas the second screenshot shows us the now defunct listing.



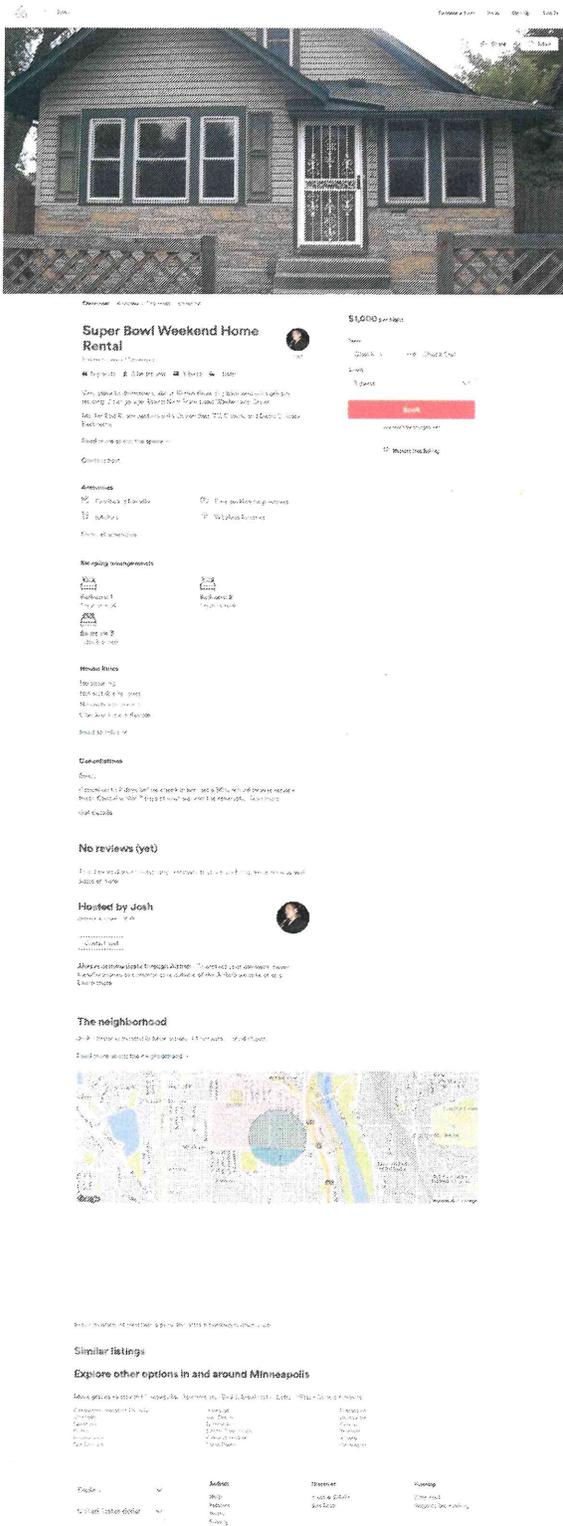
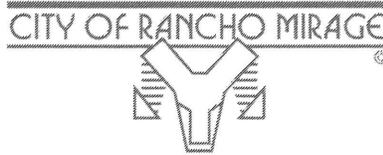


Figure 10: An example of a screen capture of a now de-listed property. De-activated links are preserved perpetually.

*Full address and contact information for identifiable STRs in jurisdiction*

STR Helper provides full name, address and contact information for all properties. Again, the report above shows this ability. Typically, this is used for a variety of mailings. STR Helper supports the ability to generate letters for any reason the city might choose. This might be letters of non-compliance imploring owners to come into compliance, it might be letters to all permit holders about a change in the city's ordinance, etc. The following is an example of a typical form letter that the system can auto-generate and dynamically fill all the variable information.



CODE COMPLIANCE DIVISION  
DEVELOPMENT SERVICES DEPARTMENT  
69-825 Highway 111, rancho mirage, CA 92270  
Phone: (760)770-3220 | CODE@RANCHOMIRAGECA.GOV

**NOTICE OF VIOLATION**  
**UNREGISTERED SHORT-TERM RENTAL**

<DATE>

<OWNER NAME>

<OWNER MAILING STREET>

<OWNER MAILING CITY, STATE, ZIP>

Dear Property Owner,

It has been determined that your property (<PROPERTY STREET ADDRESS>) is being operated as a Short-Term Rental (STR) without a City of Rancho Mirage (City) issued STR Certificate. Per Rancho Mirage Municipal Code (RMMC) Section 3.25.050, all STRs must be registered with the City and abide by all STR laws and regulations, including the monthly remittance of Transient Occupancy Tax (TOT) as required by law.

A complete explanation of regulations and a list of required forms are available on the City's website located at [www.rancho Mirage.ca.gov](http://www.rancho Mirage.ca.gov) by clicking on **Short-Term Rental Information**.

STRs are also liable for all outstanding TOT not collected or remitted to the City for all periods for which the property was unregistered. You may be required to present transaction history reports to the Code Compliance Division for the purpose of determining TOT owed.

**YOU MUST RESPOND** to this notice by contacting the Code Compliance Division no later than 7 days from the date indicated above. Failure to respond shall result in the issuance of an Administrative Citation every 7 days under the following fine schedule: 1st \$1000, 2nd \$2000, 3rd \$4000, 4th and subsequent \$8000. The City will seek additional legal remedies including but not limited to court petitions and referrals to the State Franchise Tax Board and the Internal Revenue Service for unreported TOT income. If you believe you were issued this notice in error, you must still respond.

***Please use the contact information at the bottom of this notice to contact the City.***

Regards,

Code Compliance Division

Phone: 760-770-3220 (Mon – Fri, 8 AM to 5 PM)

Email: [code@rancho Mirage.ca.gov](mailto:code@rancho Mirage.ca.gov)

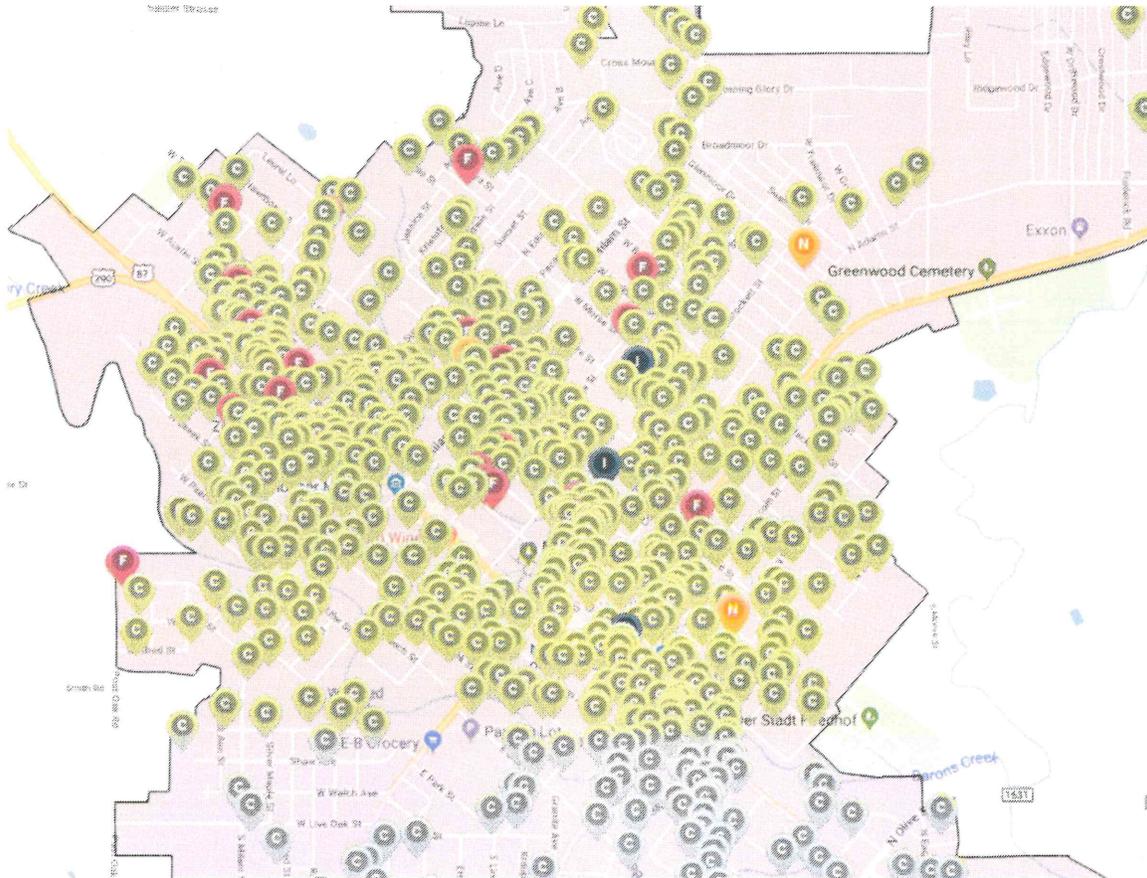
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All available listing and contact information for non-identifiable STRs in jurisdiction

To start, across all implementations across the country, our identification rate is well above 90%. This includes many cases where the city includes very difficult to identify properties like high-rise condominiums. In cases like Wimberley where the landscape is dominated by single family homes, our identification rate should approach 100%.

In cases where we cannot identify the property, we cannot provide contact information (part of the validation process is to generate that contact information). However, we can report on non-identifiable properties and provide the links to the property.

The following map shows how we color code properties based on their status:

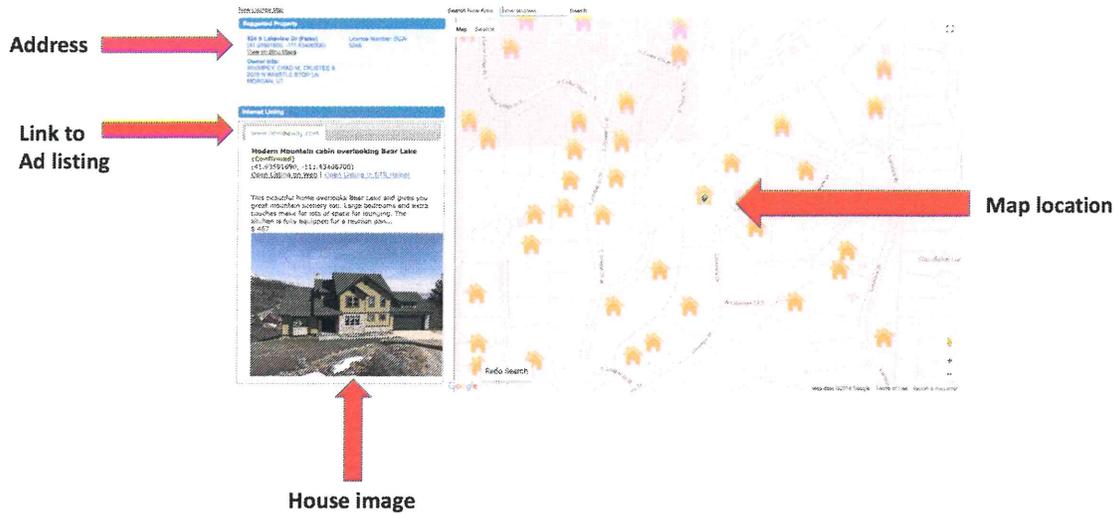


A simple mapping example from STR Helper.

In the map above, you will notice various colored bubbles, including green, red, yellow and blue. Green properties have been validated and confirmed (in other words, the physical address has been identified and verified). Yellow properties were just recently listed and need to be validated (an STR Helper technician will validate these weekly). Blue properties represent exempt properties that fall outside the ordinance (for example, in many cases, listings that are available for a minimum of thirty days are not considered short term and are therefore exempt). And Red are properties we are not able to identify at this time. Not shown but we also track are “Exempt” properties (for example, a bed and breakfast that advertises on Airbnb but which is covered under a separate ordinance) and Outside of City (where the intentionally skewed GPS coordinate from the listing site shows the property as being within city limits but actually it lies outside the city).

The red properties can be reported on in isolation. Generally, with non-identifiable properties, we will then work directly with the city, share the information we have and we work collaboratively to identify the property.

A final map view example focuses more detail on the property itself and the listing details:



Another map view from within STR Helper.

### Ongoing Compliance Monitoring

Compliance is a long and complex discussion. For purposes of this rfp response, we will focus compliance on permit and tax compliance. The system can manage compliance on multiple levels that may or may not be ultimately useful to Wimberley including zoning compliance, occupancy compliance, noise/trash/parking compliance, etc. The system is designed to track and monitor across all of these attributes and many more.

STR Helper creates a baseline of inventory by discovering and documenting all short-term rentals in the city. This capability has been covered previously in this document. The next step in the process is to create a permitting system. A fundamental maxim that we wholeheartedly subscribe to is that the easier you make compliance, the higher compliance will be. We have built a full featured, intuitive permitting system, designed specifically for short term rentals. The system supports both an intuitive, wizard-based interface for registration/payment/renewal as well as a backend interface to enable document archival approval workflow, permit tracking, compliance reporting, etc. I have included a detailed explanation of this process including screenshots later in the document.

With a full roster of short term rentals in the city and an integrated permitting system, it is not difficult to see how the system can then report on non-compliant properties and the system can generate letters of non-compliance. The following screen shot shows a typical non-compliance report.

## Non-Compliant Properties

Help for this Page

Report Generation Status: Complete

Report Options:

Summarize information by:

--None--

Show

All properties

Time Frame

Date Field

Letter Send Date

Range

Custom

From

To

Run Report Hide Details Custom Save As Printable View Export Details Subscribe

Filtered By:

Non-Compliant equals True Clear

Property Name	BC Property	Street	Owner Name 1	Owner Mailing Street	Owner Mailing City	Owner Mailing State	Owner Mailing Postal Code	Has Active Listing	Non-Compliant	Exemption Reason	Zone	Letter Send Date	License Expiration Date
BCP-236809		2005 S Bear Lake Blvd	LARSEN, LAUREL BRUCE &	482 E 325 N	CENTERVILLE	UT	84014-	✓	✓	-	-	4/18/2018 2:55 PM	-
BCP-237166		344 W Harbor Village Dr	Sunrise Resort	-	-	-	-	✓	✓	-	-	2/22/2018 9:46 AM	-
BCP-237156		634 S Balsamoriza Rd	JAYCEE CARROLL	2017 STONEBRIDGE DR.	NIBLEY	UT	84321	✓	✓	-	-	2/15/2018 3:31 PM	-
BCP-237168		957 Balsamoriza	JUSTIN HEIDER	1836 Blue Sky Ln.	Twin Falls	ID	83301	✓	✓	-	-	2/22/2018 9:46 AM	-
BCP-237131		280 N. Bear Lake Blvd.	Jordan McKee	-	-	-	-	✓	✓	-	-	4/18/2018 2:55 PM	-
BCP-237132		913 N Blackberry Dr	Richard Bodrero	-	-	-	-	✓	✓	-	-	3/29/2018 1:45 PM	-
BCP-237136		41 Spinnaker Point	Denis Despres	-	-	-	-	✓	✓	-	-	2/15/2018 3:31 PM	-
BCP-237155		737 Spruce Dr.	Torben	2341 Alaska Ave	Provo	UT	84606	✓	✓	-	-	3/21/2018 10:44 AM	-
BCP-237162		800 Boosway	*Research Owner Name*	-	-	-	-	✓	✓	-	-	2/8/2018 2:35 PM	-
BCP-236876		240 W Lychee Ln	JENSEN, JERRY &	3987 W 2200 N	PLAIN CITY	UT	84404-	✓	✓	-	-	4/18/2018 2:55 PM	-
BCP-236803		267 E 1764 South St	OBRAY, DOROTHY S, TRUSTEE 1/2	588 E 3000 N	OGDEN	UT	84414-	✓	✓	-	-	4/18/2018 2:55 PM	-
BCP-237134		565 Cedar Dr	Alan Arthur	1200 Bulton Rock Dr.	Longmont	CO	80504	✓	✓	-	-	4/16/2018 7:50 AM	-
BCP-237168		2176 S Bear Lake Blvd #333	RACHEL MILLS	5695 S. COTTON RIDGE CIRCLE	MURRAY	UT	84107	✓	✓	-	-	2/22/2018 9:46 AM	-

The second area of non-compliance is tax compliance. This is a more complex issue. Again, we have built a robust system of remittance that is among other things, designed to make compliance easy. I have included a detailed explanation of the process and screenshots later in the document. Tax compliance should be divided into two areas: non-payment and under-payment.

Non-payment is easy to detect because it is binary – you either paid or you did not. Because we manage the remittance process and we have a full roster of properties, we are able to track which properties have filed a return and which have not. This is easily reported on from within STR Helper. Underpayment is a far more difficult proposition. There is a seductive narrative to be crafted that says that since we can scrape the calendar and understand occupancy, we can therefore determine tax liability. It sounds great – and it isn't true. Calendars can tell us occupancy – but not taxable liability. Owner usage, maintenance and seasonal closures would all show up as occupancy but none are taxable events. We are happy to discuss this issue in detail with you as we have extensive experience in tax compliance.

### Assist the City with court cases when necessary

For cities in the past, we have provided everything from system training for judges (to allow the judges to understand the inner working of the system) to expert testimony to verify the accuracy of the listing data. This is an example of Wimberley's proximity to Austin makes support of this type much easier.

Part of our standard support offering as well is to help provide case files for cities going to court. This tends to include things like communications histories (letters sent, etc), screenshots of ads which may have been removed, documentation of non-compliance incidents, etc.

STR Helper tracks and archives all communications with the property. It archives copies of letters, tracks all complaints against the property, tax payments, etc. The following screenshot demonstrates that capability. This can be used either by the city or by our support staff to arm the city as needed.

History of Complaints

Complaints

Complaint Number	Complaint Type	Submitter Name	Short Description	Status	Created Date
BCN-5441	Parking	JOHN C SPUHLER	parking on lawn	Resolved	10/3/2018 9:09 AM
BCN-5239	Noise	JOHN C SPUHLER	noise terrible 2 AM	Resolved	9/7/2018 10:52 AM
BCN-5655	Noise	Robert R Peterson	ITS A PARTY!!!!	New	7/5/2018 4:02 PM
BCN-5678	Noise	Robert R Peterson	Party House	New	7/9/2018 9:44 AM
BCN-5614	Noise	JOHN C SPUHLER	2 am mad yelling	Resolved	6/7/2018 9:39 AM
RCN-4555	Trash	JOHN C SPUHLER	Dirt Cans on my lawn	Resolved	6/29/2018 8:17 AM

System Information

Created By: [Kenny Jacobson](#), 9/4/2017 12:18 PM

Last Modified By: [Bob Peterson](#), 10/9/2018 9:21 AM

Owner: [Garden City, UT, Queue](#) (Change)

[Edit](#) [Delete](#) [Close](#) [Sharing](#) [Create New License](#) [Letter](#)

History of communications

Listings

Action	BC Listing Name	Title	Description	Link To Listing	Source	Active Listing	Status
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCI-31504</a>	9 Bedroom Bear Lake Mansion Cabin	9 Bedroom, 6 Bathroom Bear Lake Mansion Cabin, Sleeps 30, 6,800 sq. ft., 1 acre lot, Movie Theater, Game Room, Gorgeous Lake Views	<a href="https://www.airbnb.com/rooms/47597382?location=C...">https://www.airbnb.com/rooms/47597382?location=C...</a>	www.airbnb.com	✓	Confirmed

Licenses

Action	BC License Name	Status	Expiration Date
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCA-5549</a>	New	

Notes

Action	Note Name	Record Type	Short Description	Status	Communication Method	Complaint Type
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-5226</a>	Communication	"Print Violation Letter" button clicked on: 2018-03-07 17:43:52 GMT	New	Letter	
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-5230</a>	Communication	"Print Violation Letter" button clicked on: 2018-03-09 17:45:57 GMT	New	Letter	
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-5302</a>	Communication	"Print Violation Letter" button clicked on: 2018-03-15 15:02:39 GMT	New	Letter	
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-5307</a>	Complaint	Parking on the street	Resolved	Website	Parking
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-5319</a>	Communication	"Print Violation Letter" button clicked on: 2018-03-21 15:43:05 GMT	New	Letter	

[Show 5 more](#) | [Go to list \(50\)](#)

## Tasks Specifically Called Out in the RFP

### Task 1 - Create and Maintain Database of Short-Term Rental Units (both permitted and non-permitted)

Identify the addresses of the properties listed for short-term rental from all applicable short-term rental websites operating in the City of Wimberley

Hopefully the sections above prove conclusively that we can provide complete and accurate address, owner and property information. We would like to point out that our ENTIRE validation. Project management and support staff is ENTIRELY US-based and paid above the MIT living wage scale.

Create and maintain a comprehensive inventory of all short-term rentals in the City of Wimberley. This list shall include, but is not limited to, the listing URL, location address, owner name and contact information, property type, room type

Again, the previous section hopefully conclusively demonstrates this capability.

Regularly monitor short-term rental listings and update data accordingly

STR Helper monitors over 40 national and regional sites including Airbnb, HomeAway, TripAdvisor, Booking.com, Turnkey and Vacasa. We can virtually guarantee 100% market coverage. All of these sites are monitored daily and the maximum possible time between updates is 1 week. Updates are made in real time.

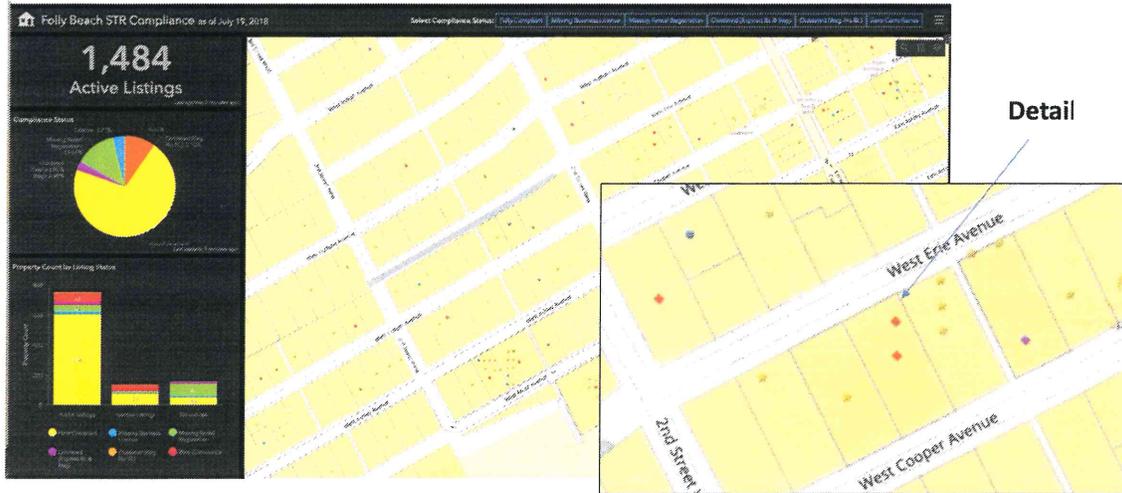
In addition to site monitoring, we also do GIS monitoring internally. Properties can and will change ownership. We dynamically refresh the GIS data to reflect these changes.

The database should be exportable to GIS and other program formats used by the City

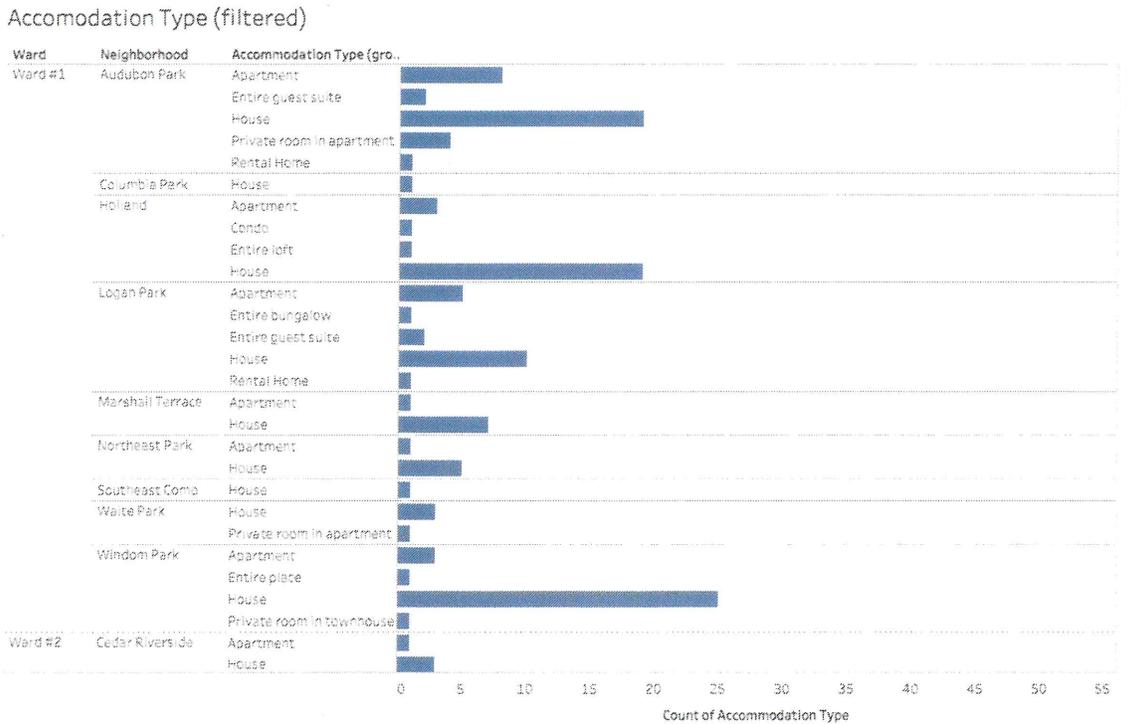
All STR Helper is exportable to either CSV or XLS files. From there it is importable to any number of different applications. As an example, I have included below a mapping example from ARC GIS and a data/visualization

example from Tableau.

The first shows an instance from Folly Beach, SC in which STR Helper has been integrated to ARC GIS. The parcels are clearly outlined and the dots represent short term rentals with the colors representing their compliance status. The dashboard on the left reflects current statistics in the city. Multiple other mapping possibilities exist.



A distinct example below shows the export of data from STR Helper into Tableau. Minneapolis has done this to enable at-a-glance visualizations, broken down by district.



Database should be sufficient for the City to use for outreach, monitoring and compliance purposes

STR Helper's database has been very carefully engineered to support both outreach and compliance. As described above, the system supports letter generation, email communication and text, depending on the appropriate channel for the circumstance. The system is also very carefully crafted to support automated compliance reporting. It is important to point out that there is NO manual reconciliation with our system – compliance reporting is supported fully and out of the box. Moreover, the city determines what the rules of compliance are and can override any decision the system makes.

*Database should allow City staff to search, correct, and append with additional information*

We have invested heavily in the ability to import GIS data into our database schema. Why would we go through such an expensive and arduous process while no other competitor has? One reason for doing this is updates. It sounds so basic – the ability to update a record or append additional pertinent information to it. The first generation of our product made an external call to the GIS system. We quickly learned that no GIS administrator anywhere, under any circumstances was going to allow us to update their records. The only way to make the system work for the licensing/finance/code compliance department (as opposed to the GIS department), was to import the data and normalize it to our structure. Once it was in our control, then the licensing/finance/code compliance folks could modify records all they wanted. There are additional reasons we chose to architect the product this way, but updates was one of the most important reasons.

#### **Task 2 – Ongoing Compliance Monitoring**

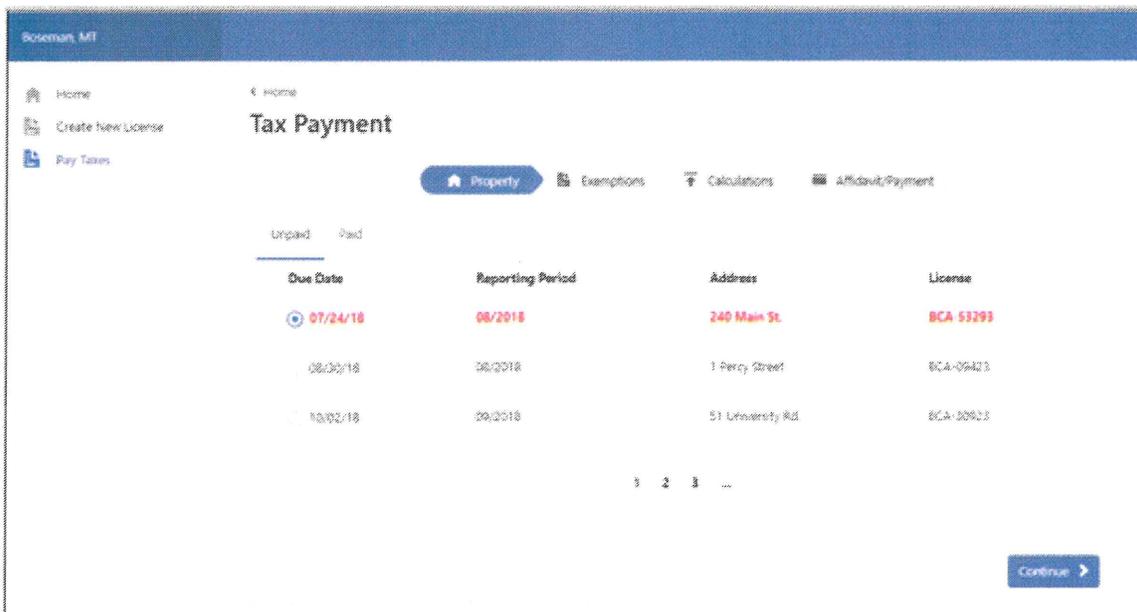
*Monitor short-term rentals regularly for compliance with State, County & City codes, requirements and statutes, including but not limited to: Accurate Payments of Hotel Occupancy Tax (State, County, & Local) based on revenues*

STR Helper supports a number of compliance criteria including tax compliance, permit compliance and ordinance compliance. Since the question specifically asks for Occupancy Tax remittance, I will address that specifically.

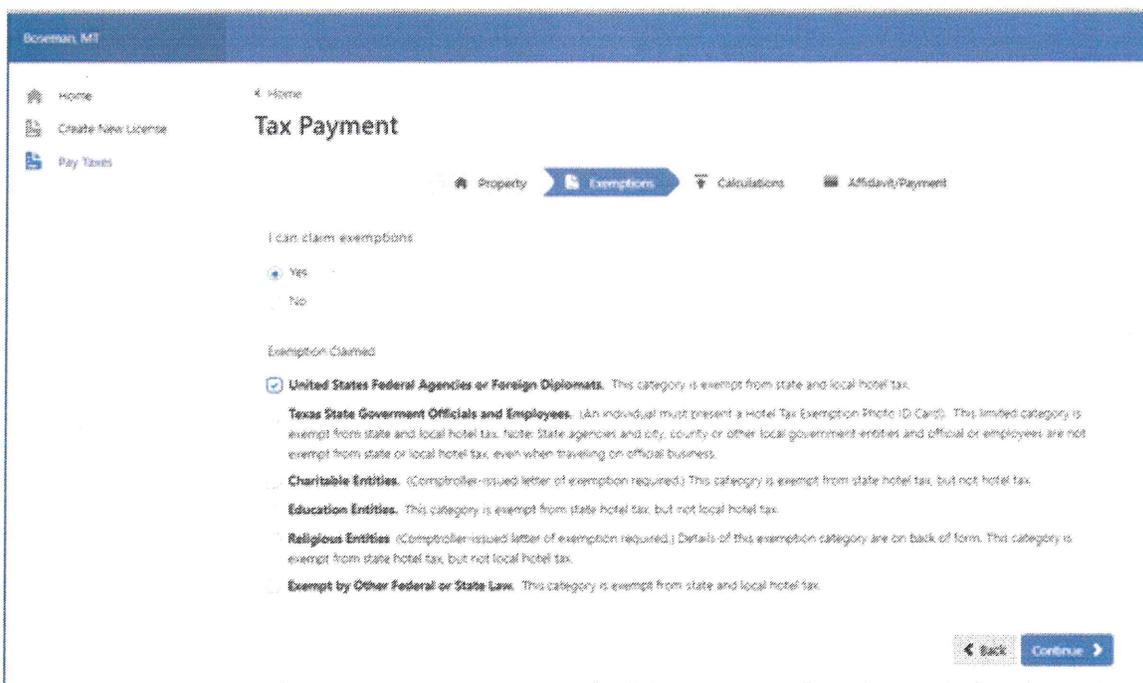
HOT tax compliance is a complex issue. To answer the question, I will divide this into two parts: non-payment and underpayment.

First, let's deal with non-payment. The following series of screenshots demonstrate the tax remittance process we have enabled. This particular example uses San Antonio/Bexar County. The point is that the state of Texas applies a strict set of criteria for what is deductible and what is taxable. Our system was engineered around the state of Texas and supports all applicable requirements.

In this example, a manager has three properties they manage. The user first selects the property they want to remit for. They then hit the continue button.



The next step in the process allows the user to claim any exemptions. This example does not go into detail, but if there are exemptions, the following screen would allow the user to enter the amount of exempt revenue.



The next step in the process requires the user to enter gross revenue. It then calculates total tax due, penalties, discounts, etc. automatically.

Roseman, MT

Home  
Create New License  
Pay Taxes

## Tax Payment

Property Exemptions **Calculations** Affidavit/Payment

HOTEL OCCUPANCY TAX CALCULATION	CITY OF SAN ANTONIO	BEJAR COUNTY
TOTAL ROOM RECEIPTS	8174.26	
LESS EXEMPT ROOM RECEIPTS	3221.48	
TOTAL TAXABLE ROOM RECEIPTS	4952.78	
HOTEL OCCUPANCY TAX RATES	6.00%	1.75%
HOTEL OCCUPANCY TAX DUE	297.77	
PENALTY	38.63	
AMOUNTS DUE	336.40	
TOTAL AMOUNT DUE AND PAYABLE TO THE CITY OF SAN ANTONIO	336.40	

[Back](#) [Continue](#)

The final screenshot in the process allows the user to enter their email address and payment information. It provides the “typical” e-commerce summary, property address, etc. The checkout should be very familiar to any user who has ever bought anything online. It also includes acknowledgement that all information entered is accurate to the best of the user’s knowledge.

Bozeman, MT

Home Create New License Pay Taxes

## Tax Payment

Property Exemptions Calculations **Affidavit/Payment**

Please review the tax information and pay the amount due.

**708 Main St.  
San Antonio, TX 78006**

**Exemption Claimed**

- United States Federal Agencies or Foreign Diplomats.** This category is exempt from state and local hotel tax.
- Texas State Government Officials and Employees.** (An individual must present a Hotel Tax Exemption Photo ID Card). This limited category is exempt from state and local hotel tax. Note: State agencies and city, county or other local government entities and officials or employees are not exempt from state or local hotel tax, even when traveling on official business.
- Charitable Entities.** (Comptroller-issued letter of exemption required.) This category is exempt from state hotel tax, but not local hotel tax.
- Education Entities.** This category is exempt from state hotel tax, but not local hotel tax.
- Religious Entities.** (Comptroller-issued letter of exemption required.) Details of this exemption category are on back of form. This category is exempt from state hotel tax, but not local hotel tax.
- Exempt by Other Federal or State Law.** This category is exempt from state and local hotel tax.

**Amount Due: \$594.38**

I declare that the information contained in this Hotel-Occupancy Tax Report is accurate to the best of my knowledge and belief.

DULY AUTHORIZED AGENT	TITLE	SIGNATURE (Initials as signature)	DATE
Kenny Jacobson	Mr	KJ	8/3/2018

**Method of payment**

or

Finally, we should stress that the communication aspect is completely configurable and automated. Users will receive text or emails (their choice) reminding them of upcoming filing deadlines and payments that were not received and need to be dealt with.

There are many typical requirements that are not state mandated that we support. This includes elements like early payment discounts and late payment penalties. Hopefully, these interface sufficiently demonstrate those capabilities as well.

With a full roster of short-term rentals in place from the discovery process described in #4/#5 above, it is not difficult to now see how we can easily report on who has submitted a tax return and who has not. This is easily reported on as a compliance report, like the one below:

## Non-Compliant Properties

Help for this Page

Report Generation Status: Complete

Report Options:

Summarize information by:

--None--



All properties

Time Frame

Date Field

Letter Send Date

Range

Custom

From

To

Run Report Hide Details Customize Save As Printable View Export Details Subscribe

Filtered By: Non-Compliant equals True Clear

Property Name	Street	Owner Name 1	Owner Mailing Street	Owner Mailing City	Owner Mailing State	Owner Mailing Postal Code	Has Active Listing	Non-Compliant	Exemption Reason	Zone	Letter Send Date	License Expiration Date
BCP-236023	757 N Cambry Dr	WRIGHT, JERRY ALAN &	6480 S 2300 E	OGDEN	UT	84403-	✓	✓	-	-	-	-
BCP-237166	344 W Harbor Village Dr	Sunrise Resort	-	-	-	-	✓	✓	-	-	12/4/2017 10:44 AM	-
BCP-236563	228 W Snowmeadows Cr	LLOYD, RANDY &	PO BOX 576	GARDEN CITY	UT	84028	✓	✓	-	-	-	-
BCP-237156	634 S Balsamorhiza Rd	JAYCEE CARROLL	2917 STONEBRIDGE DR.	NIBLEY	UT	84321	✓	✓	-	-	11/9/2017 7:50 AM	-
BCP-235993	380 W Raspberry Patch Rd	REILLEY, LAURA M, TRUSTEE	363 N 1030 E # 1	LEHI	UT	84043	✓	✓	-	-	-	-
BCP-237168	957 Balsamorhiza	JUSTIN HEIDER	1936 Blue Sky Ln.	Twins Falls	ID	83301	✓	✓	-	-	12/6/2017 3:29 PM	-
BCP-235991	405 W Raspberry Patch Rd	MIKESELL, DAVID A &	3681 N 2175 E	LAYTON	UT	84040	✓	✓	-	-	-	-
BCP-237132	913 N Blackberry Dr	Richard Badreno	-	-	-	-	✓	✓	-	-	12/14/2017 3:17 PM	-
BCP-237135	41 Spinnaker Point	Denis Despres	-	-	-	-	✓	✓	-	-	12/14/2017 3:17 PM	-
BCP-237155	737 Spruce Dr.	Torben	2341 Alaska Ave	Provo	UT	84066	✓	✓	-	-	12/4/2017 10:44 AM	-
BCP-237162	690 Boosway	"Research Owner Name"	-	-	-	-	✓	✓	-	-	12/4/2017 10:44 AM	-
BCP-236775	890 S Boreway Cir	WADE, SARA	1210 SANTA ANITA DR	KAYSVILLE	UT	84037-	✓	✓	-	-	12/21/2017 11:58 AM	-

The far more complex issue is underpayment. And to be candid, if someone wants to under-report by 10-15% because they are just innately dishonest, it is nearly impossible for us to detect. We have no access to *bookings*, only *availability*. There may be completely legitimate reasons a property is unavailable and non-taxable, including owner usage, construction/maintenance or gifted use. As a result, we must infer taxable occupancy which requires us to set tolerances. The following screenshot shows an example of occupancy:

The screenshot shows a listing management interface for listing BCL-3902. The main section displays 'Listing Detail' with various fields like Listing Name, Property Link, Property, Status, Source, Validator Link, License Current, Primary track Id, and Displayed License Number. Below this is a 'Calendar Availability' section with a table showing occupancy data for various months from January 2018 to November 2018.

Period	Days Unavailable	Percent Unavailable	Estimated Income
Jan 2018	26	83.87%	\$ 24,726
Feb 2018	26	100.00%	\$ 28,100
Mar 2018	17	54.84%	\$ 14,675
Apr 2018	0	0.00%	\$ 0
May 2018	0	0.00%	\$ 0
Jun 2018	0	0.00%	\$ 0
Jul 2018	22	70.97%	\$ 9,350
Aug 2018	13	41.94%	\$ 5,525
Sep 2018	0	0.00%	\$ 0
Oct 2018	7	22.56%	\$ 2,975
Nov 2018	1	3.33%	\$ 550
Total	114	34.13%	\$ 68,100

Generally, cities will work with us to establish tolerances – for example 50%. We can then report on all properties whose tax payments appear to reflect a greater than 50% variance from occupancy shown. As an example, the following spreadsheet shows estimated occupancy and then calculates variance from the expected yield.

ExternalID	Title	Amount	Bathrooms	Bedrooms	Boats	MaxGuests	MinStay	AccommodationType	MAY-Unavailable	MAY-EstimatedIncome	MAY-EstimatedIncomeAdj	JUN-Unavailable	JUN-EstimatedIncome
1150234	Downsized Remodeled Home - Alamo Dome - Riverwalk - AT&T Center - Lackland	\$ 99.00	1	2	0	5	3	House	15	\$ 1,485.00	\$ 1,485.00	8	\$ 732.00
3850263	Carriage House at Crisler Manor 2 Miles From Riverwalk	\$ 97.00	0	1	0	3	1	Bungalow	8	\$ 770.00	\$ 770.00	8	\$ 875.00
4705156	Beautiful Studio Apartment - Minutes from Riverwalk & Pearl (Apartment No.1)	\$ 60.00	1	0	0	2	1	Studio	21	\$ 1,320.00	\$ 1,320.00	29	\$ 1,820.00
865348	2BR/2B Ft. DOWNTOWN @ Great Price	\$ 97.00	2	2	0	6	2	House	4	\$ 398.00	\$ 398.00	1	\$ 98.00
903877	Lackland BMT - Riverwalk - AT&T Center - Downtown - Close to Airport	\$ 94.00	1	3	0	5	3	House	11	\$ 1,180.00	\$ 1,180.00	4	\$ 530.00
1203270	Man's Quarters by the Pearl	\$ 90.00	1	1	0	2	2	House	15	\$ 1,275.00	\$ 1,275.00	12	\$ 1,030.00
4757051	Home located near Sea World, Six Flags, Lackland AFB, Shopping & Restaurants	\$100.00	2	3	0	6	2	House	18	\$ 1,800.00	\$ 1,800.00	20	\$ 2,000.00
4633959	Artier Inn at Pecan Grove Estates	\$ 75.00	1	1	0	3	1	Guest House	8	\$ 693.00	\$ 693.00	7	\$ 533.00
1263239	Restored Apartment near I-10	\$ 78.00	1	1	0	3	2	Apartment	11	\$ 837.00	\$ 837.00	1	\$ 72.00
4649574	Open Floor Plan With Pool And Party Room - Great Location Near Airport	\$185.00	2	3	0	14	1	House	6	\$ 1,284.00	\$ 1,284.00	17	\$ 1,463.00
4650996	NEW! Restored Historic 1BR Apt. - Ala Vista Area!	\$ 87.00	1	1	0	4	1	Apartment	4	\$ 350.00	\$ 350.00	2	\$ 180.00
1160143	Midtown Cottage Near Riverwalk & Downtown	\$115.00	1	2	0	6	2	House	10	\$ 1,260.00	\$ 1,260.00	16	\$ 2,090.00
1204934	The Butler's Attic in Historic Tobin Hill	\$133.00	1	1	0	2	2	Apartment	5	\$ -	\$ -	30	\$ -
923629	Cozy cottage close to Pearl, Riverwalk, and Ft. Sam	\$ 72.00	1	1	0	2	2	House	8	\$ 640.00	\$ 640.00	4	\$ 320.00
4850750	NEW! 3BR San Antonio House - 5 mins to Government!	\$185.00	3	3	0	6	1	House	23	\$ 4,375.00	\$ 4,375.00	13	\$ 2,570.00
4271443	Cozy Private Apartment near Riverwalk	\$ 72.00	1	1	0	4	2	Apartment	15	\$ 1,034.00	\$ 1,034.00	8	\$ 534.00
1058062	River Road Apartment	\$ 65.00	1	1	0	2	2	Apartment	10	\$ 650.00	\$ 650.00	4	\$ 280.00
4433461	NEW! Cozy 2BR San Antonio Cottage in Monte Vista!	\$100.00	1	1	0	2	2	Cottage	6	\$ 600.00	\$ 600.00	0	\$ -
612923	Near Downtown, 1BR Carriage House, Swimming Pool, Private Parking, Pets OK	\$105.00	1	1	0	4	3	House	13	\$ 1,425.00	\$ 1,425.00	9	\$ 855.00
4789885	NEW! 2BR San Antonio Condo - Walk to the Alamo Dome	\$142.00	2	2	0	7	2	Condo	0	\$ -	\$ -	4	\$ -
1284517	Medical Center Home for 4-7 (Quiet, Cozy & Convenient)	\$108.00	2	2	0	6	2	House	23	\$ 2,305.00	\$ 2,305.00	20	\$ 2,095.00
4054846	801 #7 Lavaca Guest House	\$107.00	1	1	0	4	2	Apartment	0	\$ -	\$ -	0	\$ -
1111965	Location San Antonio Tx Listing is near dining,shopping and airport.	\$102.00	2	3	0	6	2	House	17	\$ 1,683.00	\$ 1,683.00	8	\$ 792.00
714384	BARELAY HOME Modern Decor 4BR+2 Sleepers w/Pool by Six Flags, Sea World	\$180.00	2	4	0	14	3	House	21	\$ -	\$ -	11	\$ -
4653364	Comfortable Rustic Retreat	\$145.00	2	3	0	8	2	House	15	\$ -	\$ -	30	\$ -
4754794	NEW! 1BR San Antonio Cottage in Historic Location!	\$105.00	1	1	0	2	1	Cottage	0	\$ -	\$ -	0	\$ -
4434950	NEW! Gorgeous 1BR San Antonio Apartment w/Garden!	\$130.00	1	1	0	3	2	Apartment	3	\$ 405.00	\$ 405.00	8	\$ 1,036.00
348005	Walk to the Alamo and Riverwalk! Historic Bungalow	\$186.00	2	3	0	10	3	House	0	\$ -	\$ -	7	\$ -
4052094	BMT Affordable 3BR, 2.5 Bath, 1 mile from SeaWorld 5 miles to Lackland!	\$130.00	2	3	0	10	3	House	0	\$ -	\$ -	0	\$ -
4833484	Beautiful Apartment - Minutes from Riverwalk & Pearl (Apartment No.4)	\$ 75.00	1	1	0	4	1	Apartment	12	\$ 930.00	\$ 930.00	8	\$ 2,330.00
702165	Renovated Carriage House, Swimming Pool, Upscale!	\$133.00	1	1	0	4	3	House	4	\$ -	\$ -	12	\$ -
1200494	Tranquil & Private Guest Retreat On Estate Lot.	\$ 90.00	1	1	0	4	1	Guest House	17	\$ -	\$ -	16	\$ -
4440310	Historic Home Near Downtown, Alamo, and Riverwalk.	\$135.00	3	4	0	14	1	House	20	\$ 2,654.00	\$ 2,654.00	10	\$ 1,378.00
4702063	Absorable home in a convenient location.	\$220.00	2	3	0	8	2	House	8	\$ 960.00	\$ 960.00	14	\$ 1,660.00
894904	Relax among the trees! Make new memories in this country-like setting!	\$220.00	1	2	0	4	3	House	18	\$ 2,160.00	\$ 2,160.00	28	\$ 3,360.00
1311054	Near Sea World, 24 minutes to airport and 20 to Alamo, Downtown & River Walk	\$150.00	2	4	0	10	2	House	7	\$ 1,050.00	\$ 1,050.00	3	\$ 450.00
386820	Texas Barn House, BMT Discount, Rustic & Peaceful in Heart of Medical Center	\$114.00	2	2	0	4	3	Farmhouse	22	\$ 3,080.00	\$ 3,080.00	11	\$ 1,820.00
989229	BMT Lackland AFB, Medical Center Cozy 2 Bedroom 2 Bath!	\$ 90.00	2	2	0	4	2	Condo	11	\$ 860.00	\$ 860.00	0	\$ -

All of this deals with HOT at the city and county level. Currently, we do not manage remittance or compliance with state-level tax compliance in the State of Texas.

Given that the legislature has ended its session, it is unlikely we will make significant progress on this front in the near future.

*Payments of Property Taxes*

At this time, STR Helper does not support the ability to remit property taxes in the State of Texas.

*Compliance with STR Permitting Requirements/Provide online registration and payments for STR licensing*

Our registration is by far the most widely used short-term rental registration system available. I mentioned earlier our process of importing GIS data. This becomes the cornerstone of registration and is essential in the efficacy of the process. Let's continue with the example we used previously in which a duplex is on a single county parcel. In this case, a registration that is tied to a parcel id will register both residences under the same record. Again, I can cite dozens of examples of problems with this approach, but this one is particularly easy to understand.

With respect to payment gateways, we currently support 6 different gateways and are adding new vendors all the time. It seems that most smaller cities prefer PayPal, but that is completely up to you.

The following example is taken from Bozeman, MT. Hopefully, this example demonstrates that the interface is built on an api-driven platform, designed to be easily modified both to the unique needs of Wimberley, as well as to changing needs as the ordinance evolves. The platform concept stands in contrast to a simple database driven application that becomes a "one-off" every time it is deployed. As an example, Grand County, CO recently moved from a per-property pricing model to a per "pillow" model. They were responding to criticism of their ordinance that it priced very large houses the same as tiny cottages. This obviously required changes to the interface and to the pricing model which were easily accommodated.

This screenshot shows a person that manages 5 properties (presumably a professional manager). The top section allows the user to select the property (or properties) he wishes to renew.

### Create License

- Property Selection
- Property Details
- Document Upload
- Payment

Search and select the property you would like to renew the license for.

main

Owner	Address	Parcel No.
WHITEFISH L.P. IV	2121 W MAIN ST BOZEMAN, MT 59715	06079811123100000
2119 WEST MAIN LLC	2119 W MAIN ST BOZEMAN, MT 59715	06079811123200000
MANHATTAN BANK	1941 W MAIN ST BOZEMAN, MT 59715	06079811125000000
DECOSSE WESTGATE PARTNERSHIP	1940 W MAIN ST BOZEMAN, MT 59715	06079811159020000
FIERCE BUILDINGS LLP	1921 W MAIN ST BOZEMAN, MT 59715	06079811125700000

1 2 3 ...

Continue

In this case, the user has selected 1941 W Main St, Bozeman, MT. The map shows the property location and the user is prompted for the license type (in this case, it is a Type 1 license). Based on the Bozeman requirements, the system pre-fills the number of parking spaces and the max number of guests. Also, based on the Bozeman ordinance, the user certifies that the property complies with all required regulations, that the registration cannot be transferred and that the registration is valid for one year. Finally, (again, based on the local ordinance), the user must enter the number of bedrooms and the zoning district.

The screenshot shows the 'Create License' page for the property at 1941 W Main St, Bozeman, MT 59715. The page has a blue header with 'Bozeman, MT' and a navigation bar with 'Home' and 'Create New License'. A progress bar at the top indicates the current step is 'Property Details', with previous steps being 'Property Selection' and 'Document Upload', and the next step being 'Payment'. The main content area includes a map showing the property location, a dropdown menu for 'Type of license for the property' (set to 'Type 1 (Owner present during rental)'), and several required input fields: 'Number of Parking Spaces' (pre-filled with 6), 'Max Number of Guests' (pre-filled with 2), 'Number of Bedrooms' (empty), and 'Zoning District' (dropdown menu). There are also three checkboxes for certification, with the first two checked. A 'Back' and 'Continue' button are at the bottom right.

The next step in the wizard requires the user to upload two documents: a sketch plan of the property and the local accommodation license. These documents will be stored and managed within STR Helper and can be reviewed as part of the backend workflow process.

# Create License

Please upload required documents. You will not be able to continue unless all the documents have been uploaded.

### Sketch plan of property

beechmountain violation (1).pdf Browse

### Accommodation License

bcprintletter.pdf Browse

Upload selected document(s)

### Uploaded documents

Sketch plan of property - beechmountain violation (1).pdf

Accommodation License - bcprintletter.pdf

Back Continue

The final step in the process is to pay. The screen shows a summary of all the applicable elements including Zoning District, all terms the user has certified, uploaded documents, etc. In this case, Bozeman uses Paypal, but the system has been integrated to a number of payment gateways based on local city requirements. Once payment is made, the user receives an email telling them where and how they can track the application status. Once the city approves the application, the user is notified and a license is sent directly to them.

Bozeman, MT

Home Create New License

## Create License

Property Selection Property Details Document Upload **Payment**

Please review the license information and pay the appropriate fee.

1941 W MAIN ST  
BOZEMAN, MT 59715

Map Satellite

KFIS Used Furniture Store Panda Express Jiffy Lube W Main St

Google Map data ©2018 Google Terms of Use

**License Type** Type 1 (Owner present during rental)

**Number of Parking Spaces** 6

**Max Number of Guests** 2

I certify that my property presently complies with all required regulations and will continue to meet the definition of the type of short term rental for which I am applying during the entire registration period.

I acknowledge that this registration cannot be transferred to another person or entity.

I acknowledge that this registration is valid for one calendar year from approval and that failure to keep a registration current will terminate any "grandfather" protections and will require compliance with current regulations applicable to my zoning district, which may not allow operation of my type of STR.

**Number of Bedrooms** 4

**Zoning District** R-S Residential Suburban District

**Uploaded documents**

Sketch plan of property - beechmountain violation (1).pdf

Accommodation License - bcprntletter.pdf

**Registration Fee**

\$225.00

**Method of payment**

or

An example of a customizable certificate is shown below:

**Town of Fraser**

# **Short Term Rental Registration**

**BCA-15712**

Is registered to conduct the short-term rental at the following location

100 CAMPFIRE LN FRASER, CO 80442

8/26/2018 through 7/17/2019. The holder of this license is subject to all the laws of the State of Colorado, and to all the ordinances of the Town of Fraser, which are now, or may hereafter be, in force. Emergency Contact Person: Karen Waelke (303) 250-5929

Given under my hand, 7/17/2018

\_\_\_\_\_, Town Clerk

Town of Fraser – Post Office Box 370 – Fraser CO 80442 – 970-726-5491

*Prepare and submit weekly to the city a master list of short-term rental units known or suspected to be operating in violation of City codes and requirements*

The support manager assigned to the account can run reports for city, or the city can run those reports themselves, at whatever interval they choose – whichever is more convenient.

*Management of short-term rental permitting and licensing including document management, zoning, permit types, septic capacity, and occupancy limits*

We chose to build STR Helper on Salesforce for a variety of reasons, among them was the core CRM principle of integrating business operations with customer self-service. We have shown the externally facing portals we use above, and now we will discuss some of the core business processes that we enable. Among other services, Salesforce provides us with robust document management capabilities. In many ordinances, we see requirements for upload of documents related to everything from parking sketch plans to proof of residency. The system conveniently archives all of these documents as part of the registration process.

It also allows us to configure and track any number of variable requirements such as septic capacity/inspection, occupancy, etc. The following screenshot shows an example that configures at least some of these types of elements. The point to be made is that we can accommodate and track compliance with whatever elements you choose to establish.

In the example below, the city is tracking occupancy (60 is not a typical occupancy limit – just an example...), requires a building inspection, proof of insurance, fire inspection and a licensing fee. In order to be approved, the license must meet all of these requirements and be approved by the city. Again, these could easily be altered to eliminate proof of insurance and include septic inspection, for example. Theoretically, the system can support an unlimited number of requirements.

License Detail		<a href="#">Edit</a> <a href="#">Print License Certificate</a> <a href="#">Print Letter</a> <a href="#">Send Email</a>	
<b>▼ Contact Details</b>			
License Number	BCA-5230	Status	Approved
Internal License Number	BCA-5230	External License Number	
Property Link	<a href="#">1019 S Snowmeadows Dr</a>	Expiration Date	12/31/2020
Property Management	<a href="#">Bear Lake Vacation Rentals</a>	Letter Send Date	
<b>▼ Approval Info</b>			
Max Guests	60	Max Parking	12
Has Common Parking		Notes	
Building Inspection	✓	Fire Inspection	✓
Proof Of Insurance	✓	Fee Paid	✓

The system also supports multiple permit types. In the Bozeman example above, you can see this. In many cases, we find cities issuing different permit types to full time residents who are renting a room or accessory building which are distinct from second homeowners renting their entire home. In these cases, there are typically different requirements and fees. The system supports “n” permit types.

#### Management of Complaints for reporting to the City

STR Helper supports both an online complaint management system and a 24 x 7 hotline. This bid proposal does not include hotline support but does support the online portal.

On the front end, the system provides a simple interface to allow users to document and submit complaints on short-term rentals.

The following screenshots demonstrate elements of the interface from the online portal:

### Short-Term Rental Complaint/Comment

If a home in your area is being rented as a vacation rentals (or other type of rental for less than 30 days a a time) use this form to ledge a complaint if they are exceeding noise expectations, parking, garbage, or other issues.

123

---

**Property Search Results**

	Street	Parcel	City	State	Zip
<a href="#">Select This Property --&gt;</a>	1234 S Bear Lake Blvd	41-28-00-051	Garden City	UT	84028
<a href="#">Select This Property --&gt;</a>	1235 S Lakeview Dr	41-30-01-014	Garden City	UT	84028
<a href="#">Select This Property --&gt;</a>	1238 S Choke Cherry Dr	41-30-02-004	Garden City	UT	84028

Don't see it here? Enter the property address, cross-streets, and/or brief description and click "Go".

# Short-Term Rental Complaint/Comment

**Property:**

1234 S Bear Lake Blvd  
Garden City, UT 84028

---

## Complaint Info

**Complaint Type\***

\*Required Fields

--None--

**Description\***

Enter your complaint and comment here.

**Upload a photos (Optional: maximum of three photos)**

Upload Photos

**Your Name (Optional: leave blank if you wish to remain anonymous)**

Name (optional)

**Your Phone (Optional: leave blank if you do not want to be contacted)**

Phone (optional)

**Your Email (Optional: leave blank if you do not want to be contacted)**

Email (optional)

Submit

Whether the complaint comes in from the hotline or the portal, the system tracks and archives all communications with the property. It archives copies of letters, tracks all complaints against the property, tax payments, etc. The following screenshot demonstrates that capability.

**Complaints**

Complaint Number	Complaint Type	Submitter Name	Short Description	Status	Created Date
<a href="#">BCN-4441</a>	Parking	JOHN C SPUHLER	parking on lawn	Resolved	10/3/2018 9:09 AM
<a href="#">BCN-4239</a>	Noise	JOHN C SPUHLER	noise terrible 2 AM	Resolved	9/7/2018 10:52 AM
<a href="#">BCN-4665</a>	Noise	Robert R Peterson	ITS A PARTY!!!!	New	7/9/2018 4:02 PM
<a href="#">BCN-5678</a>	Noise	Robert R Peterson	Party House	New	7/9/2018 9:44 AM
<a href="#">BCN-5614</a>	Noise	JOHN C SPUHLER	2 am mad yelling	Resolved	6/7/2018 9:39 AM
<a href="#">BCN-5555</a>	Trash	JOHN C SPUHLER	Door Creaking on my lawn	Resolved	5/23/2018 8:17 AM

**System Information**

Created By: [Kenny Jacobson](#), 6/4/2017 12:18 PM

Last Modified By: [Bob Peterson](#), 10/5/2018 9:21 AM

Owner: [Garden City UT Queue \(Change\)](#)

[Edit](#) [Delete](#) [Clone](#) [Sharing](#) [Create New License](#) [Letter](#)

**Listings**

Action	BC Listing Name	Title	Description	Link To Listing	Source	Active Listing	Status
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-31594</a>	9 Bedroom Bear Lake Mansion Cabin	9 Bedroom, 6 Bathroom Bear Lake Mansion Cabin, Sleeps 30, 6,600 sq. ft., 1 acre lot, Movie Theater, Game Room, Gorgeous Lake Views	<a href="https://www.airbnb.com/rooms/78573622">https://www.airbnb.com/rooms/78573622</a>	www.airbnb.com	<input checked="" type="checkbox"/>	Confirmed

**Licenses**

Action	BC License Name	Status	Expiration Date
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCA-5540</a>	New	

**Notes**

Action	Note Name	Record Type	Short Description	Status	Communication Method	Complaint Type
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-5225</a>	Communication	"Print Violation Letter" button clicked on: 2018-03-07 17:43:52 GMT	New	Letter	
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-5230</a>	Communication	"Print Violation Letter" button clicked on: 2018-03-09 17:45:57 GMT	New	Letter	
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-5202</a>	Communication	"Print Violation Letter" button clicked on: 2018-03-15 15:02:39 GMT	New	Letter	
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-5207</a>	Complaint	Parking on the street	Resolved	Website	Parking
<a href="#">Edit</a>   <a href="#">Del</a>	<a href="#">BCN-5319</a>	Communication	"Print Violation Letter" button clicked on: 2018-03-21 15:43:05 GMT	New	Letter	

[Show 5 more »](#) | [Go to list \(50+\) »](#)

*Participate in meetings or calls with City staff on a periodic basis*

As part of our standard contract, the city will have a project manager who will manage calls throughout the implementation process. Once the system is deployed, a support manager takes over and is available on an ongoing basis.

We would also like to emphasize that our offices in Austin allow us to easily and effectively service cities in Central Texas in person.

### Task 3 - Assist the City with Court Cases

We have worked with cities in two ways in court. First, we have provided expert testimony on how the system works, how we determined that the property in question was in fact the property we identified, etc. Second, our support staff has packaged all pertinent support evidence into a file so that the prosecuting attorney has everything at their fingertips to present.

In our experience, once a few cases are litigated and publicized, compliance rates increase dramatically. As a recent example, we provided both levels of this service to the city of Charleston. On this particular docket, there were 10 cases. 9 of the cases were decided in favor of the city immediately and one is currently under review by the judge.

## Technology Requirements

### *A Brief Explanation of the STR Helper Architecture*

To start, we are a software company, not a consulting firm or pure services company. The nature of our business requires that we offer both professional services and administrative services, but our primary focus is on building, implementing and supporting our core platform and the modules built on top of it. We provide a variety of interfaces that allow cities to generate reports, administer licenses, etc. in real time. We are not a list provider.

For a variety of reasons, we chose to build the system around Salesforce.com, the world's leading CRM platform. From the outset, Salesforce provided us not only with a massively scalable and secure platform, it also provided us with a set of core services including world class reporting, versioning, workflow, document management and communication. Finally, it gave us out of the box api's to a huge array of third party applications throughout the enterprise. To simply get to the starting line that Salesforce provided would have taken us years. With this in place, we then set out to build the core services that short-term rental compliance required.

As a result, the architecture of the system must enable not only flexibility with respect to business logic, but that business logic must in turn be able to produce complex and highly flexible reports and alerts. And it must be able to do this through simple, intuitive interfaces. Often times this requires integration to third party ERP, licensing and other systems throughout the enterprise. We experimented and looked at every reporting engine we could find, and we kept coming back to Salesforce as the obvious platform upon which to build the system. It merged the ability to synthesize complex business logic with both an application and reporting framework that worked perfectly for the problem we were solving.

This rfp response may at times seem overly technical. Our approach has been and will likely always be, highly product-centric. And oftentimes, product-centric issues, which fundamentally differentiate us, are by necessity, technical. As mentioned above, we come almost entirely from either municipal government backgrounds or enterprise software backgrounds. We are not marketers or consultants – we are a group of people who have spent their careers understanding the short-term rental problem and architecting software to solve complex operational problems. STR Helper is the intersection of those two worlds. We have made design decisions based on a deep understanding of the problem and we spent two years and millions of dollars building that solution. As a result, we do tend to want to amplify the reasons we have chosen to do things the way we have. Our backgrounds are at the root of the company and our product is a highly differentiated, unique offering in the marketplace.

## **Project Management and Support**

For every implementation, we provide a project manager and a validations manager. Once a project is complete, the project manager cedes day-to-day responsibility for ongoing maintenance to a support manager, although the project manager will continue to maintain overall project responsibility as measured by customer satisfaction.

When the project is fully implemented, we shift the primary day-to-day account responsibilities to an account manager. This person is in place to provide both technical and operational support. Typical tasks include things like custom report development, bug fix tracking and management and feature request support and communication. That said, the project manager maintains overall responsibility and will get involved if there are structural changes that need to be implemented and managed.

Straddling both sides of project management and support is a validations manager. In almost every city we work in, there are ongoing validations requirements. New properties will constantly pop up, hosts will change listing services and changes will be made to listings to try to foil the system. The validations team will remain in place to manage and deal with this on an ongoing basis. Clearly, there is a larger, deeper team initially, but even as the implementation shifts to support, part of the validations team will remain in tact to continue to support the ever-changing environment. We should point out that our *entire* validations team is US-based and work exclusively for Bear Cloud. No part of our business is offshored.

## **Individual Technology Requirements**

STR Helper is entirely cloud based and hosted by Amazon Web Services. All interfaces are browser based and built on a responsive Bootstrap framework for any screen format ranging from phone to tablet to desktop.

The system is architected around Salesforce as described above. However, there are elements of the system that are built on the Microsoft stack including Windows Server, MS SQL and an Intel-based architecture.

Our licensing is per seat and there are three licenses included as a standard part of each implementation.

## **Implementation**

A typical implementation is 8 weeks, but can vary based on circumstances. In this case, the majority of validations are single family homes and so long as there are no surprises in the GIS data, we are comfortable with the 8 week estimate.

Below is an outline for implementation of STR Helper. In Stage 1, we will define a detailed project timeline. Implementation timeline is affected by a number of details including GIS data availability, permitting system integration issues, local sites to be supported, etc. All of these issues are identified and in Stage 1 and a timeline is developed. Typically, implementations range from 4-6 weeks.

### **Stage 1 – Project Kickoff**

Municipality Deliverables:

- Discussion about project objectives, quantifiable goals and requirements
- A primary contact person to STR Helper
- Identification of all local short-term rental sites (local sites) that need to be included in monitoring
- Details on third party integrations required

STR Helper Deliverables:

- STR Helper will create a project team which will include the following resources: project manager, development resources, testing resources and validator technicians. The project manager is the primary contact person for the municipality.
- Project plan including timelines, implementation priorities, etc.

### **Stage 2 – Parcel Data Normalization**

This is the baseline data that STR Helper will use to identify short-term rentals listings from the national hosting sites like HomeAway and Airbnb as well as the local sites that pertain to just Wimberley.

Municipality Deliverables:

- Parcel Data File

The following parcel data is usually acquired from the County's Assessor's office or from the city's planning department. In most cases the data is downloaded from the county's Geographic Information Systems (GIS). The data file needs to be delivered to STR Helper in a format that can be imported into Microsoft Excel.

#### **Required Fields**

A - Parcel Number  
B - Owner Name 1  
C - Owner Name 2  
D - Mailing Street Address  
E - Mailing City  
F - Mailing State  
G - Mailing Zip Code  
H - Property Street Address  
I - Property City  
J - Property State  
K - Property Zip Code

#### **Optional Fields**

L - Number of Bathrooms  
M - Number of Bedrooms  
N - Number of Garage Stalls  
O - Property Latitude  
P - Property Longitude  
Q - Property Lot Size Sq Ft  
R - Property Nickname  
S - House Size Sq Ft  
T - Year Constructed  
U - Zone

STR Helper Deliverables:

- Normalization of the parcel data file, uploaded to the STR Helper database.
- Development and configuration of the nightly batch process. This process identifies internet listing from 20+ national hosting sites.
- Mapping the municipality's boundaries including the latitude and longitude of each property.

### **Stage 3– Deploy Project to Test**

Municipality Deliverables:

- No deliverable to STR Helper unless municipality is going to assist in validation of internet listings. If this is the case then training of municipality resources need to be scheduled.

STR Helper Deliverables:

- Code is deployed from the development environment to the test environment.
- Quality Assurance signoff that the software is ready for production rollout.

#### **Stage 4 – Deploy Project to Production**

Municipality Deliverables:

- No deliverable to STR Helper

STR Helper Deliverables:

- STR Helper is rolled to production.
- Logins are created for municipality's users

#### **Stage 5—Listing Validation and Training**

Municipality Deliverables:

- No deliverable to STR Helper

STR Helper Deliverables:

- STR Helper will deploy validator technicians to start the validation process.

#### **Stage 6 – Registrations / Mail Merge / Web Portals / Tax and Custom Reports**

Municipality Deliverables: These are optional features within STR Helper. If any of these features are to be deployed, then the following artifacts are required:

STR Registrations (Permits or Licenses)

- Data file containing all STR registrations and property managers. Registration data file must include parcel ID number and address.

Mail Merge

- 6 letters can be uploaded into STR Helper. Microsoft Word file format is preferred.
- Logo files. JPG format is preferred.

Web Portals

- No deliverable to STR Helper unless customization work is needed to the standard web layouts

Tax and Custom Reports

- Data and report requirements are needed for tax and custom reports.

Calendaring and Reviews

- No deliverable to STR Helper.

STR Helper Deliverables:

- For each of the features listed above, STR Helper will assign development, quality assurance, and training resource to deploy the agreed upon features and software customizations.

#### **Stage 7 – Training & Support**

Municipality Deliverable:

- List of email addresses for login ids to STR Helper production environment.

STR Helper Deliverable:

- Webinar trainings for STR Helper features
- Support e-mail address ([support@strhelper.com](mailto:support@strhelper.com)) Email questions within 12 hours.
- Introduction to named support contact.
- On Site training is available for a fee.

## Pricing Proposal

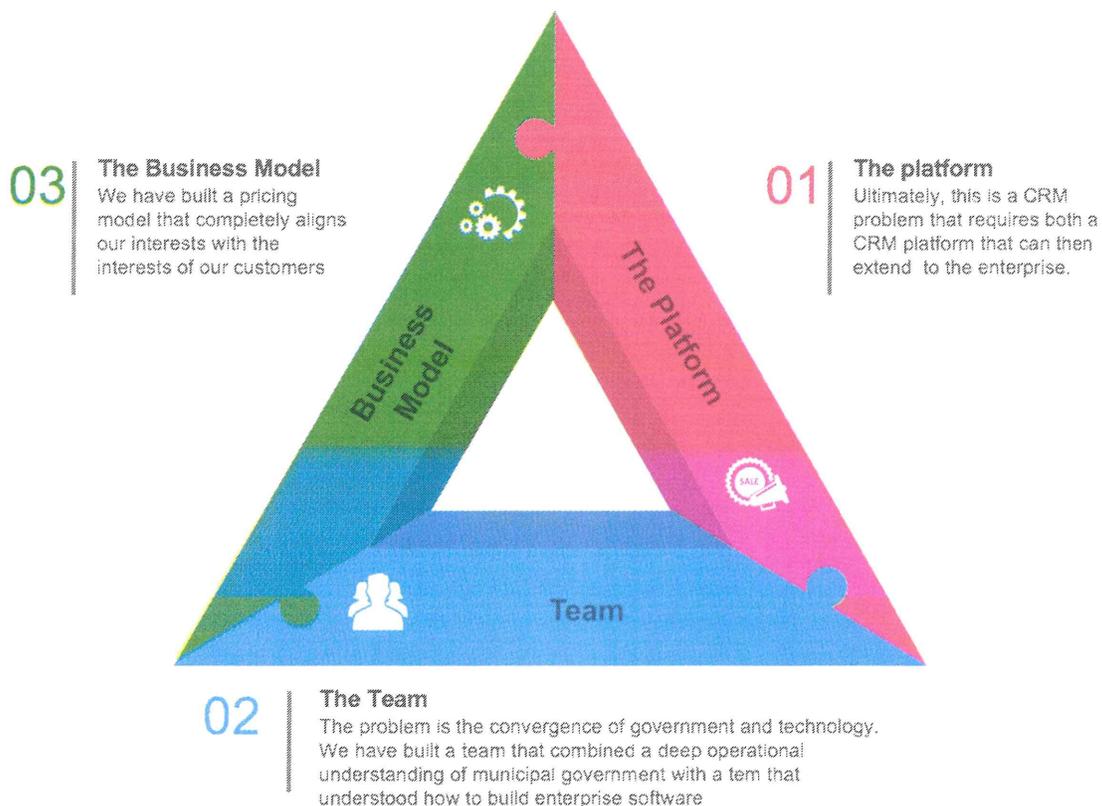
\$18,000/Year

STR Helper includes:

- Discovery and reporting module
- Permitting and registration module, including online portals
- Tax remittance module
- Complaint portal
- 3 Salesforce licenses
- All project management, implementation and support resources

## Why Are We Different?

The single most frequently asked question we get is “Why are you different?” In order to answer that question, we should first define a framework through which to analyze the differences. There are three anchor points that define us and when you compare us to any other company in the space, you begin to understand why we are fundamentally different. We can do deep dives into any or all of these anchor points but to start with let’s examine the high level.



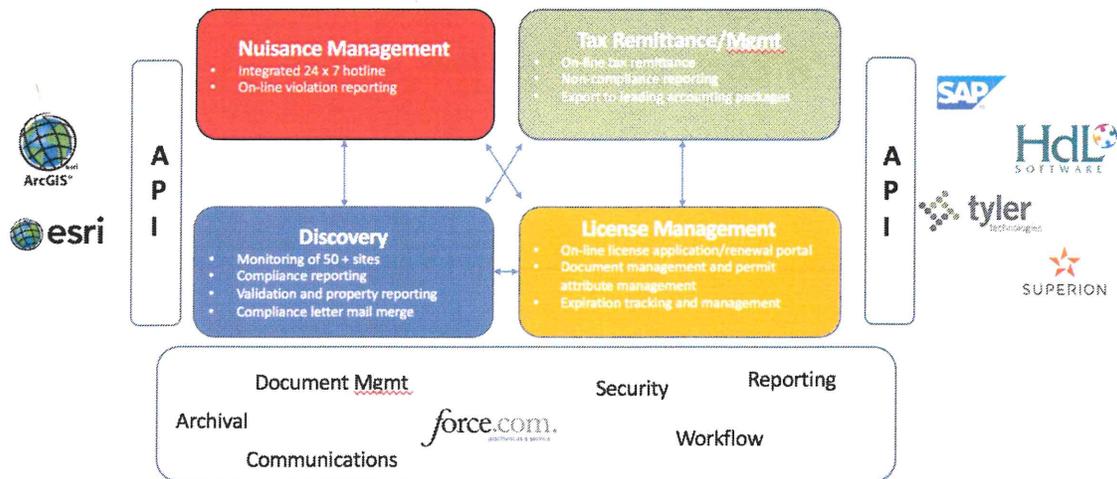
## The Platform

Ultimately, we are solving an enterprise CRM problem. The cornerstone of any rational architecture to attack the problem then is an enterprise CRM platform. We have architected and built an integrated CRM platform that

synthesizes the essential services – discovery, registration, tax remittance and complaint management – on top of an enterprise class platform that provides the critical plumbing necessary to deliver the solution– workflow, document management, security, massive scalability, etc.

In addition to a world class CRM foundation, the force.com platform provides us with enterprise-class extensibility. The platform extends to a variety of enterprise ERP, business licensing and dashboarding tools we see on a regular basis. This approach has allowed us to integrate to a range of third party applications ranging from GIS systems to visualization and dashboarding systems to enterprise licensing and ERP platforms.

The result looks something like this:



### The Team

We come from the world of municipal government. The company was founded by a former mayor and city manager who were struggling firsthand with the issue of short-term rentals. Garden City, UT is a tiny burg in northern Utah. During the peak summer season, the city mushrooms from a full-time resident base of 700 to over 25,000. If ever there was a town that faced a short-term rental problem, it was Garden City. So who better to lend an operational understanding than the mayor and city manager.

On the other hand, there was the technology side. The ability to architect and construct the envisioned solution required a 10-year Salesforce architect who intimately understood the CRM platform world. After over a year for experimentation, de-construction and reconstruction, STR Helper emerged.

The unmatched adoption rate of STR Helper, which in less than 18 months has grown from an initial beta market of 3 small cities to the current customer base, speaks to the vision of the team and their ability to execute a very well understood, well-conceived plan, born of having lived the problem.

### The Business Model

From the outset we adopted a very simple philosophy that has guided all of our pricing and implementation decisions. Some companies price their products based on some complex allocation of costs while others adopt a philosophy of whatever the market will bare. Based on the background of our founders, we were very sensitive to the issue of public money. So we decided to price our product based on the estimated costs of development, implementation and support. In other words, in Year 1, we would operate on a break-even basis. To do that, we insisted on one year contracts, with renewal options. The company would not profit at all until we had made the customer successful. In Year 2, our implementation and support costs attenuated dramatically, and we could begin to profit. In this way, our interests were completely aligned.

Since our inception, we have had a 98% renewal rate. We know of no stronger endorsement of our approach.

## **So, why are we different?**

First, we have built and very widely deployed a world class CRM solution, conceived and designed from the ground up to solve the short-term rental compliance issue. It is designed to both scale and flex and has been used by the smallest resort communities to some of the largest, most complex cities in the country. Second, we came from the world of municipal government and enterprise software. We understood the operations required to implement these solutions and the nature of the problem at a ground level, both technically and operationally. Finally, our business model was designed to foster long-term relationships by aligning our interests with the interests of our customers. Our competitors have largely focused on market share and short-term profitability.

That, in a nutshell, is why we are different. We are happy to dig deeper into any of these areas – our technology approach and architecture, our personal backgrounds and our business plan.

## **Conclusion**

We have built a product focused on the myriad complications associated with regulating short-term rentals in a rapidly evolving marketplace. We are candid about what we do, what we will not do and what we are in the process of implementing. We partner very closely with our customers at all phases of the sales, implementation and support process – we are confident that our references will testify to that.

The process of building and implementing short-term regulation software is fraught with problems. We come from the world of municipal government and understand those issues. We have also hired engineers and product managers with decades of enterprise software experience. The combination of firsthand operational knowledge of short-term rental regulation and enterprise software experience makes us unique among our competitors.

We have taken the approach of building depth into our product to ensure that when we say someone is non-compliant, we are very certain they are non-compliant. We take great pains to communicate to our customers the limitations of our model, which we continue to address daily. However, today, the limitations are the limitations. For example, our process for verification of listings is both unique and as close to fool proof as exists. We go through an exhaustive technical and manual process to link any advertised property to a known GIS parcel id. There is no question that the ad we have identified is in fact the record in the tax rolls. Sending a notification to someone who honestly is not renting their house is something we take great pains to avoid.

In other cases, for instance tax under-reporting, we work closely with our customers to communicate the limitations of the system. We continue to explore statistical measures that will allow us to better identify under-reporting but today we are limited to elements we track within the advertisement universe. However, today the approach has its limitations.

Our product and affiliated services continue to evolve. We are constantly working with both customers and prospects to implement new features. Our Agile-based development methodology allows us to identify and implement new features continuously. However, we will not intentionally misrepresent any feature set or sell “vaporware.” As we grow, we also continue to add resource. We are well financed and growing revenues quickly, which allow us to add development resource. That said, as in any software enterprise, the more code that is developed, the more maintenance and support is required, so this is not necessarily a linear cycle. For example, our implementation of zones *today* is simplistic and limited. We are in the process of developing a far more sophisticated approach to this problem as multiple jurisdictions have requested the same feature. We believe that in the next 6-8 weeks we will deliver the most sophisticated solution to this problem available.

Finally, there are some features that we will continue to work with customers and prospects to prioritize. If it is deemed to be critical for either legal or operational reasons, we will commit to the feature and communicate an expected delivery date.

Software, more so than most conventional products, is constantly evolving. As a result, our relationship with our customers is critical. Our ability to understand the needs of the marketplace, implement those features that meet those needs and communicate closely with customers to set expectations will determine our success. We are committed to an open, honest relationship with our customers and we hope to work with Wimberley to build a better, more vibrant community.



**AGENDA ITEM:** Review Committee for Comprehensive Plan  
**SUBMITTED BY:** Gary Barchfeld  
**DATE SUBMITTED:** November 29, 2018  
**MEETING DATE:** December 6, 2018

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

The establishment of a P&Z lead Ad Hoc Committee, adding other members as necessary, to review the Comprehensive Plan. The goal would be to get Citizen input to provide direction for the growth of the city. The information gathered in the process would help direct the city to allow for desired growth and provide ordinances that preserve the Wimberley Way.

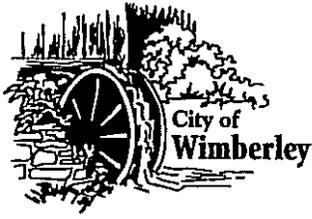
### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

### FINANCIAL

- |                   |                                     |                           |    |
|-------------------|-------------------------------------|---------------------------|----|
| Budgeted Item     | <input type="checkbox"/>            | Original Estimate/Budget: | \$ |
| Non-budgeted Item | <input checked="" type="checkbox"/> | Current Estimate:         | \$ |
| Not Applicable    | <input type="checkbox"/>            | Amount Under/Over Budget: | \$ |

### STAFF RECOMMENDATION



**AGENDA ITEM:** Business Permitting within the City  
**SUBMITTED BY:** Laura Calcote, City Secretary  
**DATE SUBMITTED:** November 15, 2018  
**MEETING DATE:** December 6, 2018

# AGENDA FORM

## ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action regarding business permitting within the City.  
 Council Member Gary Barchfeld requested this item be placed on the December 6<sup>th</sup> Agenda at the November 15<sup>th</sup> City Council Meeting.

## REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

## FINANCIAL

- Budgeted Item  Original Estimate/Budget: \$
- Non-budgeted Item  Current Estimate: \$
- Not Applicable  Amount Under/Over Budget: \$

## STAFF RECOMMENDATION



**AGENDA ITEM:** Wastewater Ad Hoc Committee Update  
**SUBMITTED BY:** Shawn Cox, City Administrator  
**DATE SUBMITTED:** December 4, 2018  
**MEETING DATE:** December 6, 2018

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

The City Administrator and members of the Wastewater Ad Hoc Committee will provide the City Council and update on the Committee's progress.

### REQUESTED ACTION

- Motion   
Discussion   
Ordinance   
Resolution   
Other

### FINANCIAL

- Budgeted Item  Original Estimate/Budget: \$  
Non-budgeted Item  Current Estimate: \$  
Not Applicable  Amount Under/Over Budget: \$

### STAFF RECOMMENDATION