

**NEW BUSINESS**

**ITEM #1**

**HOSTED SOFTWARE AND SERVICES AGREEMENT  
BETWEEN H2O ANALYTICS CORP AND CITY OF BLANCO**

This **Hosted Software and Services Agreement** (the "Agreement") is entered into and made effective as of the latest date set forth on the signature page of this Agreement ("Effective Date"), by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 6038 Sentry Point, Fischer, TX 78623, and **City of Blanco** ("Subscriber"), a political subdivision of the State of Texas, having a principal place of business at 300 Pecan St., Blanco, TX 78606.

**STATEMENT OF PURPOSE**

Subscriber is engaged in the water supply industry.

H2O offers a hosted software platform known as the *H<sub>2</sub>O Analytics Network* whereby it provides data, analytic and communication services (utilizing the internet and other means of communication), stores data, and distributes information to and for subscribers in connection with their water utility business (as further explained below), thereby reducing water losses, encouraging conservation and improving customer satisfaction.

The parties are entering into this Agreement to set forth the terms and conditions pursuant to which H2O will provide Subscriber access to the H<sub>2</sub>O Analytics Network.

**AGREEMENT**

In consideration of the mutual covenants and promises set forth below, and for other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Definitions.**

Except as otherwise defined herein, the following capitalized terms shall have the meanings ascribed below:

"H<sub>2</sub>O Analytics Network" means the network owned by H2O to which Subscriber is given access and use as part of the Network Services and pursuant to the terms and conditions of this Agreement.

"Consulting Services" means those services provided by H2O to Subscriber pursuant to Section 2.2.

"Effective Date" means the latest date set forth on the signature page of this Agreement.

"Fixed Payments" means, collectively, the fixed payment amounts referenced in Section 3.2 of the Agreement and Section 2 of an applicable Schedule A.

"Freedom of Information Legislation" means, collectively, various state and federal laws that guarantee access to data held by the state. Public Information Act, Texas Government Code, Chapter 552 is one example of such legislation.

"Initial Interface" means the initial interface provided by H2O to Subscriber to enable Subscriber to access the H<sub>2</sub>O Analytics Network (which, if modifications to the standard interface are necessary, shall be provided pursuant to the initial Statement of Work for Consulting Services).

"Interface(s)" means the Initial Interface and any subsequent interfaces or improvements or enhancements thereto developed by H2O as part of any Consulting Services.

"Licensed Program(s)" means a computer software program identified in an applicable Schedule A to this Agreement (and all enhancements, improvements or modifications thereto and all related Technical Documentation) applicable to a particular Network Service. Not all Network Services require Licensed Programs.

"Materials" means any Interfaces, materials, documentation or information provided by H2O to Subscriber pursuant to any Services.

"Network Data" means data accessed by Subscriber through the H<sub>2</sub>O Analytics Network (other than information owned by Subscriber).

"Network Services" means software services provided by H2O to Subscriber through access to the H<sub>2</sub>O Analytics Network as described in Section 2.1.

"NPI" means nonpublic information relating to customers and former customers of Subscriber. Subscriber information that is subject to Freedom of Information Legislation is not considered NPI.

"Services" means the Network Services, Consulting Services, Remote Support Services and other services provided by H2O to Subscriber under this Agreement.

"Statement of Work" means a written agreement executed by both parties that expressly incorporates the terms of this Agreement and pursuant to which H2O provides Consulting Services to Subscriber. Each Statement of Work shall comply with the requirements of Section 2.2.

"Subscriber" has the meaning set forth in the preamble to this Agreement.

"Subscriber Data" means data belonging to Subscriber including billing data, customer data, meter data, information related to water treatment and the water distribution network, and other data pertaining to Subscriber business operations which is transmitted to H2O via the Interface(s) for processing by the Network Services.

"Technology Documentation" means the user manuals (including electronic documentation) provided by H2O to Subscriber related to Subscriber's use of the Network Services and H<sub>2</sub>O Analytics Network, as updated from time to time by H2O.

"Remote Support Services" shall mean the telephone and network-based support services provided by H2O pursuant to Section 2.5 of this Agreement.

"Territory" means the United States of America.

"Variable Payments" means, collectively, the variable payment amounts referenced in Section 3.2 of this Agreement and Section 2 of an applicable Schedule A.

"VPN" means Virtual Private Network, a secured and authenticated data network which relies upon public telecommunication infrastructure.

## 2. H2O Services.

**2.1 Network Services.** During the term of this Agreement, H2O shall offer Network Services to Subscriber for use within the Territory. The Network Services shall consist of the following: (i) development of the Interfaces through Consulting Services; and (ii) commencing upon completion and installation of the Interface applicable to a specific Network Service, and continuing thereafter during the term of this Agreement, H2O shall provide Subscriber access to the H<sub>2</sub>O Analytics Network solely for the following purposes: (a) to transmit Subscriber Data to H2O for only those Network Services authorized in Section 1 of each Schedule A to this Agreement, and (b) to allow Subscriber to access data, analysis and communication services related to such Subscriber data to be formatted in standard forms and transferred between Subscriber, H2O and Subscriber's customers as described in the Technical Documentation. Each Schedule A to this Agreement shall be executed by both parties, expressly reference this Agreement, and be numbered consecutively, commencing with Schedule A-1. Subscriber is not authorized to utilize the H<sub>2</sub>O Analytics Network or Network Services to transmit Subscriber Data (or any related information) for any Network Services not authorized pursuant to an applicable Schedule A to this Agreement or outside the Territory. Each Schedule A hereto shall contain additional terms and conditions applicable to the Network Services authorized therein.

**2.2 Consulting Services: Development of Interfaces.** Pursuant to this Agreement and subject to the execution by the parties of an applicable Statement of Work, H2O shall provide user training services or Interface development or customization services pursuant to subsequent Statements of Work executed by both parties. All Consulting Services shall be provided on a time and materials basis at the hourly rates set forth in an applicable Statement of Work (or, if applicable, as set forth in Section 3.4).

Each Statement of Work shall include all material terms applicable thereto, including, without limitation, H2O's hourly rates for such services, a description of the Consulting Services to be performed, any Materials to be provided, and any additional specifications and use restrictions applicable thereto. All Statements of Work related to Consulting Services provided under this Agreement shall be numbered consecutively, commencing with Statement of Work B-1. In the event of a conflict between the terms of any Statement of Work and the provisions hereof, the terms of the Statement of Work shall control solely for purposes of that Statement of Work (unless the Statement of Work expressly provides for the amendment of this Agreement).

**2.3 License to Materials.** H2O grants to Subscriber a non-transferable, non-exclusive license to use the Materials during the term of this Agreement solely for Subscriber's internal use in connection with its access to the H<sub>2</sub>O Analytics Network and utilization of the Network Services pursuant to the terms of this Agreement. Subscriber shall not use, reproduce, prepare derivative works based upon, distribute copies of, perform, display, make, use, or sell the Materials or related Technical Documentation related thereto except as expressly authorized in this Agreement.

**2.4 License to Use Licensed Programs.** Subscriber's use of some Network Services may require Subscriber to utilize certain H2O Licensed Programs. In such event, the applicable Schedule A to this Agreement for such Network Services will contain additional terms and conditions identifying such Licensed Programs and related issues. Subject to all terms and conditions of this Agreement, commencing on the date Subscriber is provided access to each specific Licensed Program H2O grants to

Subscriber, for the term of such Schedule A, a non-exclusive, non-transferable license to use each Licensed Program within the Territory for Subscriber's own internal business operations in using the Network Services identified in such Schedule A. Subscriber shall not modify, reproduce, prepare derivative works based upon, distribute copies of, perform, display, make, use, or sell the Materials or related Technical Documentation related thereto except as expressly authorized in this Agreement.

**2.5 Remote Support Services.** H2O shall make telephone and network-based support services ("Remote Support Services") available for Subscriber's inquiries regarding problems in its use of the H<sub>2</sub>O Analytics Network. Remote Support Services shall be available through H2O's help desk approximately eight (8) hours a day (which, as of the Effective Date, are between the hours of 9:00 a.m. and 5:00 p.m., central time, Monday through Friday (excluding holidays recognized by H2O); these hours are subject to change upon prior written notice to Subscriber. H2O will issue Subscriber identification codes or passwords for accessing the Remote Support Services. Subscriber is responsible for all hourly charges incurred by parties using the identification codes or passwords issued to Subscriber. Remote Support Services are provided for the purpose of trouble shooting only, are not intended as a substitute for user training related to use of the H<sub>2</sub>O Analytics Network, and do not include any on-site services. H2O shall have no other obligation to provide support services for the Network Services other than as set forth in this Section 2.5. Support services not included within the Remote Support Services described in this Section 2.5 shall only be provided as Consulting Services pursuant to Section 2.2.

**2.6 Ownership.** All right, title and interest in and to the H<sub>2</sub>O Analytics Network, Network Data and any Licensed Programs and Materials, and in all patents, trademarks, copyrights, trade secrets, and all other intellectual property and proprietary rights therein, are owned by and shall remain the exclusive property of H2O (or by a third party who has authorized H2O to utilize such property). Subscriber acknowledges and agrees that it does not own, and shall not acquire, any right, title or interest in these items and rights (other than the limited license for use with the Network Services set forth in this Agreement), and that, if necessary, it agrees (and agrees to cause its employees) to perform any acts that may be reasonably necessary to transfer ownership of any right, title, and interest in the H<sub>2</sub>O Analytics Network, Network Data, and all Licensed Programs and Materials to H2O, including, but not limited to, the execution of further written assignments.

H2O agrees that it shall have no right, title or interest in or to the Subscriber Data, NPI or in any logos, service marks, trademarks, copyrights, trade secrets of Subscriber, and all other intellectual property and proprietary rights therein, pursuant to this Agreement and shall only be entitled to utilize such property as expressly provided herein.

**2.7 Use of Subscriber Name and Trademark.** Subscriber agrees that, during the term of this Agreement, H2O may reference on its H<sub>2</sub>O Analytics web site or in related publications that Subscriber is a user and/or subscriber of the H<sub>2</sub>O Analytics Network and is authorized to publish Subscriber's trademark on such web site or in such related publications.

**2.8 Commercial Computer Software.** The Licensed Software was developed entirely at private expense and is "commercial computer software" as that term is described within the applicable U.S. Government acquisition regulations. Accordingly, pursuant to FAR 12.212 and DFARS 227.7202, the use, modification, reproduction or disclosure of the Licensed Software by or for the U.S. Government, including any U.S. Government subcontractor, is subject solely to the terms and conditions expressed in this Agreement, except for provisions that are contrary to applicable mandatory federal laws. The parties recognize that state and local governments are not bound by the FAR.

## 3. Subscriber Obligations.

3.1 Representations and Warranties. Subscriber acknowledges, agrees and warrants that, during the term of this Agreement:

3.1.1 it shall acquire, provide and maintain, as applicable and at its sole expense, licenses for all other software, hardware, equipment, connections, facilities, services and other supplies necessary for the development of an Interface, its access to the H<sub>2</sub>O Analytics Network, and its use of the Network Services;

3.1.2 it shall be responsible for confirming the accuracy of all data and information supplied or received by it utilizing the H<sub>2</sub>O Analytics Network or Network Services;

3.1.3 it shall not (i) provide access to the H<sub>2</sub>O Analytics Network, the Network Services, Licensed Programs or Materials to any third party; (ii) use the H<sub>2</sub>O Analytics Network, the Network Services, Licensed Programs or Materials for third-party training, commercial time-sharing, out-sourcing, rental, or service bureau use; and (iii) assign, sublicense, lease, transfer, or rent the H<sub>2</sub>O Analytics Network, the Network Services, Licensed Programs or Materials; and (iv) reverse engineer, disassemble or decompile any software related to the H<sub>2</sub>O Analytics Network, the Network Services, Licensed Programs or Materials, or cause or permit such acts.

3.1.4 its access to and utilization of the H<sub>2</sub>O Analytics Network and Network Services shall at all times comply with the Technical Documentation;

3.1.5 it will not knowingly transmit data utilizing the Network Services or the H<sub>2</sub>O Analytics Network that contains computer code or instructions that will disrupt, damage or interfere with the H<sub>2</sub>O Analytics Network or related telecommunications equipment or that otherwise infringes or unlawfully misappropriates the intellectual property of any party.

3.2 Payment for Network Services. In addition to all other payment obligations set forth elsewhere in this Agreement, Subscriber shall pay to H2O for the Network Services the amounts set forth in an applicable Schedule A. H2O shall invoice Subscriber for all amounts payable under Section 2 of each applicable Schedule A. All "Fixed Payment" amounts owing under Section 2 of a Schedule A shall be due and payable by Subscriber to H2O, and shall be invoiced, as set forth in the applicable Schedule A. All "Variable Payment" amounts owing under Section 2 of a Schedule A shall be due and payable by Subscriber to H2O, and shall be invoiced on, the last day of the month in which incurred. All payment obligations pursuant to each Schedule A are in addition to any payment obligations under any other Schedule A's to this Agreement.

3.3 Payment for Licensed Programs. All one time fees for an applicable Licensed Program identified in an applicable Schedule A are due and payable by Subscriber to H2O, and Subscriber agrees to pay such amounts, on the date set forth in such Schedule A. H2O shall invoice amounts on the date set forth in the applicable Schedule A.

3.4 Consulting Services Fees. Any Consulting Services provided by H2O to Subscriber pursuant to this Agreement will be mutually agreed upon in advance in a Statement of Work signed by each of the parties. In the event a Statement of Work fails to state an hourly rate for such services, the hourly rate shall be H2O's standard rate for such services at such time. (For informational purposes only, as of the Effective Date, H2O's standard hourly rates for Consulting Services are \$125 per resource and are subject to change at any time). Fees for Consulting Services shall be invoiced by H2O to Subscriber once a month on the last day of the month in which such fees and expenses are incurred and are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.5 Other Expenses. Subscriber shall pay H2O for all reasonable travel, living and out-of-pocket expenses incurred by H2O in providing Consulting Services to Subscriber (such expenses shall be presumed to be reasonable if they are consistent with H2O's

then current travel and expense policy, a copy of which is available to Subscriber at any time upon request). Such travel, living and out-of-pocket expenses shall be invoiced on the last day of the month in which incurred and are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.6 Remote Support Services Fees. The initial three (3) hours of Remote Support Services for Subscriber during each calendar month shall be provided at no additional charge. All hours of Remote Support Services during each calendar month in excess of three (3) hours shall be provided, and Subscriber agrees to pay for such services, at the rate of \$85 per hour (subject to increase on reasonable prior written notice from H2O). H2O shall invoice Subscriber for all charges for Remote Support Services on a monthly basis on the last day of the month in which incurred, and such charges are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.7 Late Fees. In the event Subscriber fails to pay any correct amounts pursuant to the terms of this Agreement within thirty (30) days of the date of its receipt of the applicable invoice for such amounts, H2O shall be entitled to charge, and Subscriber shall pay, a late fee equal to one and one half percent (1.5%) (or, if less, the highest rate of interest allowed by law) of the outstanding balance, or portion thereof, for each thirty (30) day period such amount or portion thereof remains outstanding after the applicable invoice date.

3.8 Taxes. The charges and fees set forth in this Agreement do not include taxes. If H2O is required to pay sales, use, property, value-added, or other federal, national, provincial, state or local taxes based on the licenses or services provided under the terms of this Agreement or on Subscriber's use of such services or licenses, then such taxes shall be billed to and promptly paid by Subscriber. This Section shall not apply to taxes based on H2O's income and property owned by H2O, which shall remain the responsibility of H2O.

3.9 Price Changes for Schedule A Charges. H2O reserves the right to increase all fees/charges described in any Schedule A to this Agreement at any time, provided that (i) such fees/charges are not increased more than once per year, and (ii) H2O notifies Subscriber of such increases for fees/charges no later than sixty (60) days prior to the effective date of such increases. Each Schedule A may contain additional terms related to increases in the charges set forth in such Schedule A.

3.10 Charges Not Included. Costs and expenses for any software, consulting services, materials and third party software, hardware or services not included in the fees/charges set forth in an applicable Schedule A of this Agreement shall be the responsibility of Subscriber.

3.11 Invoices. Invoices from H2O to Subscriber pursuant to this Agreement shall be sent to Subscriber at the following address:

Subscriber: City of Blanco  
Address: 300 Pecan St.  
Blanco, TX 78606  
Attn: Warren Escovy – City Administrator  
Email: cityadmin@cityofblancotx.gov  
Tel.: (830) 833-4525 EX105

3.12 Communications Connectivity. Subscriber shall provide its own Internet connectivity for transmission of Network Data to H2O and for accessing the Network Services. Subscriber will make VPN connectivity available to H2O for purposes of providing the Remote Support Services specified in Section 2.5 of this Agreement and the Consulting Services described in Section 2.2 of this Agreement and associated Statements of Work.

#### 4. Term and Termination.

4.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years thereafter. This Agreement shall automatically renew thereafter for successive one (1) year periods, unless a written notice of non-renewal is provided by either party to the other not less than sixty (60) days prior to the expiration of the initial term or any subsequent renewal term.

4.2 Termination for Cause. In the event either party defaults under any other material obligation in this Agreement or an applicable Schedule A, the non-defaulting party shall give written notice of such default. If the defaulting party fails to cure such default within thirty (30) days its receipt of such default notice (or such other time agreed to in writing by the parties), the non-defaulting party may immediately terminate this Agreement or the applicable Schedule A by written notice to the defaulting party. The parties understand and agree that an applicable Schedule A may be terminated without terminating the Agreement or another Schedule A. The termination of this Agreement shall immediately terminate all Schedules hereunder.

4.3 Effect of Expiration or Termination. The expiration or termination of this Agreement shall not relieve Subscriber's obligations under this Agreement with respect to the payment of all fees and expenses incurred as of the effective date of such termination or that Subscriber is otherwise obligated to pay as of such date that are not the basis for Subscriber's termination for cause of this Agreement (if terminated for cause by Subscriber). In addition, upon expiration or termination of this Agreement, Subscriber shall immediately (i) discontinue use of the Network Services, the H<sub>2</sub>O Analytics Network and all Materials; (ii) deliver to H2O all physical copies of all Materials, including, without limitation, any Interfaces, and other proprietary and intellectual property of H2O that is in the Subscriber's possession; and (iii) within thirty (30) days after expiration or termination of this Agreement, an officer of Subscriber shall certify in writing to H2O that Subscriber has complied with the provisions of this Section 4.4. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

4.4 Suspension of Network Services. H2O may immediately suspend Subscriber's use of the H<sub>2</sub>O Analytics Network if Subscriber uses such network in a manner that violates this Agreement that does, or is likely to, result in material harm to H2O or otherwise becomes more than sixty (60) days past due in any amounts owing under this Agreement. Such suspension shall continue until Subscriber confirms in writing that it has taken the necessary steps to terminate and prevent such unauthorized use or has paid the past due amounts. In the event of any such immediate suspension, H2O shall provide Subscriber oral or written notification of such suspension, which shall include a detailed description of the violation, within two (2) hours of such suspension so that Subscriber (i) knows about such suspension and violation, and (ii) the basis for the suspension.

4.5 Other Termination of Schedule A. Each Schedule A hereto may include additional terms and conditions related to the termination of that specific Schedule A.

## 5. Warranties.

5.1 Performance of Consulting Services. H2O shall perform the Consulting Services described in this Agreement in a workmanlike manner consistent with applicable industry standards, provided that Subscriber notifies H2O of any breach of this sentence within thirty (30) days after completion of the Consulting Services applicable to any alleged breach.

5.2 Warranty for Interfaces. H2O warrants that, for a period of sixty (60) days from the date of delivery to Subscriber, an Interface will perform according to the specifications set forth in the Technical Documentation or, if applicable, the Statement of Work.

5.3 Warranty for Licensed Programs. H2O warrants that, for a period of ninety (90) days from the date an applicable Schedule A is executed by the parties, the applicable Licensed Program (not including Materials), when used in accordance with the applicable Technical Documentation and consistent with the terms of this Agreement, will perform in substantial compliance with all material specifications for such Licensed Program as set forth in such Technical Documentation. In the event a Licensed Program fails to perform as warranted herein during such period, H2O shall make commercially reasonable efforts to correct any reproducible error condition reported to H2O during the applicable period. In the event H2O is unable to correct such reported reproducible error within a reasonable period of time, Subscriber, as Subscriber's sole and exclusive remedy and H2O's entire liability, shall be entitled to: (i) terminate the applicable Schedule A and (ii) a credit of the one-time license fees actually paid pursuant to this Agreement for such Licensed Program. In the event H2O provides such credit for the benefit of Subscriber, Subscriber shall return all copies of the Licensed Program to H2O. The limited warranty provided hereunder shall not apply to a Licensed Program to the extent it has been modified by other than H2O or not used in accordance with the Technical Documentation or this Agreement.

5.4 Disclaimer of Warranties. The warranties specified in this Section 5 are the complete warranties between H2O and Subscriber. **EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 5, H2O MAKES NO WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE H<sub>2</sub>O ANALYTICS NETWORK, THE NETWORK DATA, LICENSED PROGRAMS OR MATERIALS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY USE OF THE SERVICES, H<sub>2</sub>O ANALYTICS NETWORK, NETWORK DATA OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR MEET SUBSCRIBER'S REQUIREMENTS.**

## 6. Limitation of Liability.

6.1 UNDER NO CIRCUMSTANCES SHALL H2O (OR ITS SUPPLIERS AND CONTRACTORS) HAVE ANY LIABILITY TO SUBSCRIBER FOR ANY CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS RESULTING FROM ANY CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY) RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE, OR PERFORMANCE OR NONPERFORMANCE OF, THE NETWORK SERVICES, H<sub>2</sub>O ANALYTICS NETWORK, NETWORK DATA, LICENSED PROGRAMS OR MATERIALS, OR ANY COMPONENT THEREOF, EVEN IF H2O HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. H2O SHALL NOT BE LIABLE FOR ANY THIRD PARTY CLAIMS AGAINST SUBSCRIBER OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.3 Without limiting Section 6.1 above, H2O's liability (including its suppliers and contractors) for any breach(es) of this Agreement shall be limited to actual, direct damages incurred by Subscriber as a result of such breach, and its aggregate liability for such actual damages for any and all such breaches shall not exceed, under any circumstances, the aggregate amount of the charges and fees paid by Subscriber to H2O pursuant to this Agreement during the six (6) month period immediately preceding the most recent default by H2O of its obligations under this Agreement.

6.4 Subscriber agrees that H2O shall have no liability whatsoever, actual or otherwise, to Subscriber based on any of the following: (i) any delay, interruption in use of, failure in or breakdown of the Network Services, Licensed Programs or H<sub>2</sub>O Analytics Network or errors or defects in transmission occurring in the course of the use of the H<sub>2</sub>O Analytics Network; (ii) any unlawful or unauthorized use of the Network Services, Licensed Programs, H<sub>2</sub>O Analytics

Network, Network Data, or Materials; (iii) any loss of or damage to Subscriber's records or information; (iv) any claims based on third party communication provider services; or (v) any claim resulting from the termination of the Services.

6.5 H2O shall defend Subscriber, at H2O's expense, against a third party claim that the Licensed Programs or Materials as provided and used within the scope of this Agreement infringe or unlawfully misappropriate such party's United States patents, copyrights, trademarks, or trade secrets, and pay any amounts awarded by a court of appropriate jurisdiction to such third party to the extent based on such claims or otherwise included in a settlement of such claims approved by H2O, provided that: (a) Subscriber notifies H2O in writing promptly (but in no event more than thirty (30) days after) upon becoming aware of such a claim and (b) Subscriber allows H2O to control, and cooperates with H2O in, the settlement and defense of such claims. H2O shall have no authority pursuant to this Section 6.4 to agree to payment on behalf of Subscriber that will not be paid by H2O or to agree to other equitable relief not related to the Licensed Programs, Materials or Network Services.

H2O shall have no liability for any claim based, in whole or in part, on: (a) use of the Licensed Programs or Materials outside the scope of this Agreement; (b) use of a superseded or altered release of the Licensed Programs or Materials, if the infringement would have been avoided by the use of the current release of the Licensed Programs or Materials made available by H2O to Subscriber under this Agreement; (c) the combination, operation, or use of any Licensed Programs or Materials licensed hereunder with any software, hardware or other materials not represented in the applicable Technical Documentation as interoperable with the applicable Licensed Program or Materials; or (d) any modification of the Licensed Programs or Materials not made by H2O.

In the event the Licensed Programs or Materials are held to infringe or unlawfully misappropriate, or are believed by H2O to infringe or unlawfully misappropriate, a third party's United States patent, copyright, trademark, or trade secret, H2O shall have the option, at its expense, to (i) modify the Licensed Programs or Materials to be non-infringing; (ii) obtain for Subscriber a license to continue using the Licensed Programs or Materials, (iii) replace the Licensed Programs or Materials with alternative non-infringing software; or (iv) terminate the license for the infringing Licensed Programs or Materials and, to the extent applicable, refund the one time license fees paid for the applicable Licensed Programs or the fees paid for the Consulting Services paid by Subscriber to H2O to develop the Materials, if any.

This Section states H2O's entire liability, and Subscriber's exclusive remedy, for any claims for infringement or unlawful misappropriation, whether such action, claim or proceeding is based on breach of warranty or any other cause of action.

## 7. Confidentiality.

7.1 Confidential Information. By virtue of this Agreement, the parties may have access to information that is confidential to one another. "Confidential Information" shall mean: (i) the terms and pricing under this Agreement; (ii) the data being transmitted on behalf of Subscriber; (iii) information related to the H2O Analytics Network and any Licensed Programs or Materials (which shall be considered H2O's Confidential Information); (iv) NPI transmitted by or to Subscriber; and (v) all information clearly identified by either party as confidential at the time of disclosure (collectively, the "Confidential Information"). A party's Confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) is lawfully disclosed to receiving party by a third party without an obligation of nondisclosure to the disclosing party; (c) is independently developed by the other party without reference to the Confidential Information; or (d) was already in the receiving party's possession prior to the Effective Date of this Agreement. Additionally, a party may disclose Confidential Information solely to the extent required

by subpoena, court order or government requirement to be disclosed, provided that the receiving party shall give the disclosing party prompt written notice of such subpoena, court order or government requirement so as to allow such disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure. Confidential Information disclosed pursuant to subpoena, court order or government requirement shall otherwise remain subject to the terms applicable to Confidential Information.

7.2 Obligations of Non-Disclosure. During the term of this Agreement, the parties are authorized to use the Confidential Information of the other party solely for the purposes of this Agreement and to disclose such Confidential Information within such party on a need to know basis only. A party shall not disclose the Confidential Information of the other party to third parties other than as expressly authorized in this Agreement or as previously authorized in writing by the party owning such Confidential Information. The parties agree to use the same care and discretion to avoid the unauthorized disclosure, publication or dissemination of the other party's Confidential Information received pursuant to this Agreement as it uses to protect its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable standard of care).

7.3 Transmittal of Confidential Information. Subscriber understands that H2O cannot guarantee the security of such information when transmitted or accessible when using the internet or H2O Analytics Network or other third party communication providers. Provided that H2O is otherwise in compliance with its material obligations under Section 7.6, H2O shall not be liable or responsible to Subscriber or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of such Subscriber data or other Confidential Information while such information is transmitted or accessible through the H2O Analytics Network, and shall have no responsibility or liability for any services performed by third party communication providers related to Subscriber's use of the H2O Analytics Network or any breach of confidentiality or security caused by Subscriber's failure to maintain the confidentiality and control of Subscriber's user identification numbers or passwords related to its use of the H2O Analytics Network.

7.4 Industry Tracking Information. Subscriber understands that, as part of the Network Services, H2O may aggregate and disclose information related to the subscribers to the Network Services, in general, of services for their various customers, and agrees that such disclosure shall not be considered or otherwise deemed a breach of this Agreement.

7.5 Disclosures Related to Network Services. Subscriber agrees that the purpose of certain Network Services is to view information and that Subscriber's customers may use the Network Services to share their information with others. Such usage is intended and does not constitute unauthorized disclosure of information. Subscriber shall indemnify and hold H2O harmless from and against any third party claims against H2O related to such disclosures. Additionally, H2O shall not be liable or responsible for any unauthorized disclosures by such customers of any Subscriber Confidential Information.

7.6 Information Security for NPI. For purposes of the NPI, H2O agrees as follows:

- (i) All NPI shall be considered Subscriber Confidential Information;
- (ii) Other than as expressly authorized in this Agreement or otherwise in writing by Subscriber, H2O shall not disclose NPI to any third party other than H2O's contractors or affiliates without the prior written consent of Subscriber;

- (iii) If H2O is required or permitted by law or regulation to disclose NPI under any circumstance not expressly authorized by this Agreement, H2O, where not prohibited by laws, shall notify Subscriber in writing prior to such disclosure if possible or immediately thereafter if prior disclosure is not possible;
- (iv) H2O agrees to take measures consistent with those taken with its own similar Confidential Information, but in no event less than reasonable measures, designed to: (a) protect the security and confidentiality of NPI; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of NPI; and (c) protect against unauthorized access to or use of such Subscriber Information that could result in substantial harm to any of Subscriber's customers;
- (v) H2O agrees that, on not less than ten (10) business days prior written notice, Subscriber may audit H2O's compliance with its obligations related to such NPI by having H2O collect all such NPI then in its possession for review by Subscriber and have an officer of H2O certify in writing that H2O has not made any unauthorized use of the NPI as of the date of such written confirmation. Any such review shall take place at H2O's location, occur during normal business hours, last not more than two business days, and not unreasonably interfere with H2O's normal business operations. Subscriber shall comply with H2O's normal on site policies and regulations in connection with any such review.
- (vi) On receipt of written request by H2O from Subscriber following the expiration or termination of this Agreement, H2O shall return or certify that it has destroyed all NPI provided by Subscriber pursuant to this Agreement provided, however, in the event that any such NPI is retained in any backup tapes (or similar media) for recovery purposes, such NPI on the back-up tapes shall remain subject to the terms hereof and be destroyed by H2O in the ordinary course of its business for such records; and
- (vii) The terms of this Section 7.6 applicable to NPI shall survive the expiration or termination of this Agreement and continue for so long as H2O has such Nonpublic Personal Information in its possession.

H2O shall promptly notify Subscriber if it determines that third parties have accessed the NPI other than as authorized herein. H2O shall respond promptly and thoroughly to Subscriber's requests for information concerning the specific security measures implemented by H2O, provided, however, that H2O shall not be obligated to disclose proprietary information related to the H2O Analytics Network or the security measures utilized in connection therewith.

Upon reasonable written notice to H2O (which in no event shall be less than ten (10) business days), Subscriber may, at its expense, inspect the information security systems implemented by H2O consistent with audits H2O allows to be conducted by its general customer base for subscribers to the H2O Analytics Network; provided, however, H2O shall not be required to disclose proprietary information related to the H2O Analytics Network or the security measures utilized in connection therewith that it does not make generally available to other subscribers for similar audits.

In the event Subscriber determines that the information security measures implemented by H2O are not adequate, Subscriber will notify H2O of such determination and outline the additional information security measures Subscriber believes should be implemented by Subscriber. In the event (i) H2O does not implement the security measures requested by Subscriber within a reasonable period of time, or (ii) if H2O does not provide the related

security information for the H2O Analytics Network that Subscriber considers relevant to its security audit as described in the preceding paragraph, Subscriber, as its sole and exclusive remedy and H2O's entire liability, may terminate this Agreement on written notice to H2O, and such written notice shall be effective on the sooner to occur of: (i) the termination date set forth in such notice of termination or (ii) sixty (60) days from H2O's receipt of such notice of termination.

## 8. Miscellaneous.

**8.1 Governing Law.** This Agreement and all performance hereunder shall be governed by the laws of the State of Texas, without regard for its conflicts of law principles.

**8.2 Notices.** All notices required hereunder shall be in writing and sent by first class mail and either (i) registered or certified mail, return receipt requested, or (ii) reliable overnight courier. Notices to H2O shall be addressed to: H2O Analytics Corporation, PO Box 29661, Austin, TX 78755, Attn: Jim Brown. Notices to Subscriber shall be addressed to: City of Blanco, 300 Pecan St., Blanco, TX 78606, Attn: Warren Escovy – City Administrator.

**8.3 Severability.** In the event any provision of this Agreement, or portions thereof, is held to be invalid, illegal, or unenforceable, they are to that extent deemed to be omitted and the remaining provisions of this Agreement will be effective.

**8.4 Waiver.** The waiver by either party of any default, breach, or right of this Agreement shall not constitute a waiver of any other or subsequent default, breach, or right.

**8.5 Survival.** The expiration or termination of this Agreement shall not relieve either party of any obligations of payment that accrued pursuant to the terms of this Agreement, or that such obligated party agreed to pay, prior to the effective date of such expiration or termination, and the parties' obligations under Sections 6 (Limitation of Liability), 7 (Confidentiality), and 8 (Miscellaneous) shall survive the expiration or termination of this Agreement.

**8.6 Force Majeure.** Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or any cause beyond its reasonable control.

**8.7 Assignment.** Subscriber party may not assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of H2O. Any purported assignment of rights in violation of this Section 8.7 is void.

Notwithstanding the foregoing, H2O agrees that Subscriber may assign this Agreement (in its entirety) to a third party in connection with such third party's purchase of all or substantially all of the assets of Subscriber, provided that any such assignment authorized in this Section 8.7 shall be subject to the following conditions: (a) the assignee is a water utility and is not a competitor, directly or indirectly, of H2O; and (b) the assignee expressly assumes all rights and obligations of Subscriber under this Agreement in a written agreement with H2O.

The assignment of this Agreement pursuant to this Section shall not relieve Subscriber of any obligations outstanding as of the effective date of such assignment. All rights and licenses of Subscriber hereunder shall terminate as of the effective date of any assignment of this Agreement; provided, however, Subscriber's obligations of confidentiality pursuant to Section 7 above shall continue in accordance with Section 7 indefinitely.

This Section shall not prohibit H2O's right to assign this Agreement; provided, however, that any assignee of this Agreement by H2O shall expressly assume H2O's obligations under this Agreement.

**8.8 Export Administration.** Subscriber is not authorized to transfer, or cause to be transferred, or utilize any Licensed Programs, Materials, Network Services or the H2O Analytics Network outside

the Territory. In the event Subscriber is subsequently authorized in writing by H2O to transfer or utilize any Licensed Programs or Materials outside such Territory, Subscriber agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Programs or Materials, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.

8.9 Dispute Resolution. In the event of a dispute, the parties shall work together in good faith to resolve the matter through informal means, including timely escalation of the dispute to senior management having full settlement authority. If the dispute remains unresolved, the parties will use a mutually agreed non-binding alternative dispute resolution technique. Either party may seek a judicial resolution only after completion of the foregoing

procedures; provided, however, that either party may seek injunctive or other equitable relief to which they may be entitled at any time.

8.10 Entire Agreement. All Schedules and supplements attached to this Agreement are incorporated herein by reference and are expressly made a part of this Agreement (except supplements that require execution by the parties, which shall not be binding until executed by both parties). This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

Each party has caused this Agreement to be executed by its duly authorized representative.

**H2O ANALYTICS CORPORATION**

**CITY OF BLANCO**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



**SCHEDULE A-1  
HOSTED SOFTWARE AND SERVICES AGREEMENT  
BETWEEN H2O ANALYTICS CORP AND CITY OF BLANCO**

This **Schedule A-1 to the Hosted Software and Services Agreement** ("Schedule A") is effective as of the latest date on the signature section below ("Effective Date of this Schedule A") by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 6038 Sentry Point, Fischer, TX 78623, and **City of Blanco** ("Subscriber"), a political subdivision of the State of Texas, having a principal place of business at 300 Pecan St., Blanco, TX 78606.

This Schedule A incorporates by reference that certain Hosted Software and Services Agreement of even date herewith (the "Agreement") by and between the parties, and Subscriber's access to the H<sub>2</sub>O Analytics Network and use of the Network Services shall be governed by the terms and conditions of the Agreement. The Agreement shall remain in full force and effect, except that it shall be supplemented as set forth in this Schedule A. Any capitalized terms that are not defined in this Schedule A shall have the meanings set forth in the Agreement. Should a conflict arise between this Schedule A and the Agreement, the provisions of this Schedule A shall control.

**1. Authorized Network Services.** Commencing on the Effective Date of this Schedule A and as the standard Interfaces for each such Network Service identified below are made available by H2O to Subscriber and continuing so long as such Network Services are offered through the H<sub>2</sub>O Analytics Network, H2O hereby authorizes Subscriber to utilize the H<sub>2</sub>O Analytics Network and Network Services within the Territory pursuant to the terms of the Agreement and this Schedule A:

- (a) H2O Analytic Engine;
- (b) Customer Messaging Service;
- (c) Billing System Interface module;
- (d) Hourly Meter Data Processing module;
- (e) Customer Portal;

**2. Payments for Network Services Authorized Pursuant to Section 1.**

**2.1 Payments for Network Services in Sections 1(a) through (e).** In addition to all other payment obligations elsewhere in the Agreement, Subscriber agrees to pay the following Fixed, Variable and Annual Support Payments for its use of the H<sub>2</sub>O Analytics Network and Network Services set forth in Sections 1(a) through (e) of this Schedule A:

(i) **Fixed Payment.** Fees due under this section will be paid on Subscriber's behalf by Ferguson. Subscriber is authorized to use the Network Services in conjunction with a utility customer-base not to exceed 1,300 connections. In the event that Subscriber's customer base exceeds 1,300 connections, incremental one-time payments will be due as described here:

Number of Subscriber Connections	One-Time Fee
1,301 – 1,500	\$ 1,200.00
Each additional 200 thereafter	\$ 1,200.00

(ii) **Telecom Payments.** Telephone call credits are charged per 60 second call segment and SMS credits are charged per 140 byte message segment. Call and SMS credits are charged based on monthly usage according to the following variable scale:

Calls and SMS Credits per Month	Charge per Credit
1 to 2,000	\$ 0.12
2,001 to 4,000	\$ 0.10
4,001 and up	\$ 0.08

(ii) **Annual Support Payments.** The first Annual Support Fee will be due six months from the Effective date of this Schedule A and will be paid on Subscriber's behalf by Ferguson. The subsequent Annual Support Fee of \$2,400.00 will be due 18 months from the Effective date of this Schedule A and will be due annually thereafter during the term of the Agreement and this Schedule A. In the event that incremental one-time payments are due as described in 2.1(i) above, corresponding increases in the Annual Support Payment equaling \$2.00 per incremental subscriber connection per year will be added to subsequent Annual Support Payments.

Subscriber understands and agrees that H2O may increase any fees/charges described in this Section 2.1 of Schedule A to this Agreement at any time, provided that (i) such fees/charges are not increased more than once per year, and (ii) H2O advises Subscriber of such increases for fees/charges no later than sixty (60) days prior to the effective date of such increases.

Each party has caused this Schedule A to be executed by its duly authorized representative.

**H2O ANALYTICS CORPORATION**

**CITY OF BLANCO**

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

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

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

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

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

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

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

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

**STATEMENT OF WORK B-1  
HOSTED SOFTWARE AND SERVICES AGREEMENT  
BETWEEN H2O ANALYTICS CORP AND CITY OF BLANCO**

This **Schedule B-1 to the Hosted Software and Services Agreement** ("Schedule B") is effective as of the latest date on the signature section below ("Effective Date of this Schedule B") by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 6038 Sentry Point, Fischer, TX 78623, and **City of Blanco** ("Subscriber"), a political subdivision of the State of Texas, having a principal place of business at 300 Pecan St., Blanco, TX 78606.

This Schedule B incorporates by reference that certain Hosted Software and Services Agreement of even date herewith (the "Agreement") by and between the parties, and Subscriber's access to the H2O Analytics Network and use of the Network Services shall be governed by the terms and conditions of the Agreement. The Agreement shall remain in full force and effect, except that it shall be supplemented as set forth in this Schedule B. Any capitalized terms that are not defined in this Schedule B shall have the meanings set forth in the Agreement. Should a conflict arise between this Schedule B and the Agreement, the provisions of this Schedule B shall control.

Subscriber may terminate this Statement of Work at any time upon thirty (30) days prior written notice to H2O and its only obligation shall be to pay for Consulting Services rendered through the effective date of the termination.

**1. PROJECT ACTIVITIES AND DELIVERABLES**

The table below details tasks and deliverables for the H2O resources. These tasks and deliverables may change to accommodate the Subscriber's needs with the project. Any changes to these deliverables will follow the procedures outlined in Section 2.1 below.

<b>Task Name</b>	<b>Description / Deliverable</b>
Data Conversion Pipeline	Establish data mapping routines between Subscriber systems and Network Services for core tables including customers, locations, meter readings, and meters. Separate routines may be required for legacy / historical data.
Subscriber System Interfaces	Configure nightly automated extract / encrypt / transmit / decrypt / map processing pipeline for data conversion pipeline steps described in task above. Requires access to billing database or billing extract files.  Configure automated interface between Subscriber's REAdy Manager system and the Network Services, for the transmission of hourly meter readings and Infocodes. Requires access to the utility REAdy Manager system.
Hosted Service configuration	Setup templates for email, VoiP and SMS messages.
Marketing Information	Assist Subscriber in the development of marketing information for Subscriber's website, to educate end Customers on the benefits and functionality of the Customer Portal.
Testing and Training	Thoroughly test all system functions and obtain Subscriber signoffs.  Train Subscriber staff members on all system functions.

**2. PROJECT MANAGEMENT**

**2.1 Agreed-Upon Baseline**

This Statement of Work identifies the work activities that will be tracked, defines the boundaries for scope control, and clarifies many of the areas where issues may arise that need to be managed.

**2.2 Change Control Procedure**

The Change Control Procedure is a crucial mechanism that can affect the success or failure of this project. This process is the primary vehicle for containing scope and ensuring that management has the opportunity to make timely trade-offs between the three key project variables of cost, time and scope. It is imperative that potential changes are identified early, documented carefully, and resolved at the appropriate levels of responsibility. The following is the Change Order Procedure that will be followed by the parties:

i. Subscriber Shall Submit Change Orders In Writing. Should Customer desire to make a Change in the Consulting services described in the Statement of Work after the commencement of the Project, Subscriber shall submit a written request for such change ("Change Order Request") to the H2O project manager. For purposes of this Agreement, a "Change" is broadly defined as: work activities or work products not originally described in the Statement of Work Such request must be signed by an authorized representative of Subscriber.

ii. H2O must Respond with Estimated Impact (time and expense) within 5 Business Days, or within such time as the parties agree is reasonable depending upon the scope and urgency of the request, of receipt of the Change Order Request, the H2O project manager shall provide the Subscriber's project manager with a written estimate of the impact of the Change described in the Change Order Request in relation to the estimated costs and expenses which will be incurred, as well as the impact on the timing and delivery of the deliverables described in the Project Plan ("Change Order Offer").

iii. Subscriber must Decide Whether to Proceed within 5 Business Days of receipt of the Change Order Offer. Subscriber shall have five (5) business days to indicate its acceptance of the Change Order Offer by having an authorized representative sign such Change Order Offer and deliver it to the H2O project manager. If the Change Order Offer is not delivered to H2O within five days after the estimate is delivered to Subscriber, it shall be deemed to have been rejected.

Each party has caused this Schedule B to be executed by its duly authorized representative.

**H2O ANALYTICS CORPORATION**

**CITY OF BLANCO**

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

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

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

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

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

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

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

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

**NEW BUSINESS**

**ITEM #2**



# City of Blanco

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

**STAFF REPORT: 8/6/24**

**DESCRIPTION: Water Conservation and Drought Contingency plan**

**ANALYSIS:** The City's last approved Water Conservation and Drought Contingency Plan was approved in 2017. The Texas Water Development Board has asked that the City adopt an updated plan so that it can close on Clean and Drinking Water State Revolving Funds (Water PIF with grant money).

The Water Conservation and Drought Contingency Plan presented to you has been reviewed earlier this year by the Council with some corrections requested (corrections have been made). Ardurra did get preliminary approval from the TWDB on this plan with only thing left to do is to have the City adopt the plan.

**FISCAL IMPACT:**

**RECOMMENDATION:** Adopt the plan as recommended by Ardurra and the City Administrator.

**ORDINANCE No. 2024-O-006**

**AN ORDINANCE ADOPTING A WATER CONSERVATION PLAN AND A DROUGHT CONTINGENCY PLAN FOR THE CITY OF BLANCO, TO PROMOTE THE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES, INCLUDING RESTRICTIONS, PROVIDING FOR PENALTIES, PROVIDING SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Blanco, Texas, recognizes that the amount of water available to its citizens and customers is limited; and

WHEREAS, the City recognizes that drought, system failures, and other acts of God may occur, and that the City cannot guarantee uninterrupted water supply for all purposes at all times; and

WHEREAS, the City desires to conserve water resources and prepare for drought; and

WHEREAS, the City desires to comply with Section 11.1271 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality which require these plans for all public water supply systems; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code and in the best interest of its citizens, the City is authorized to adopt ordinances it deems are necessary and expedient to preserve and conserve its water resources and prepare for drought;

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL of the CITY OF BLANCO, TEXAS, THAT:

**SECTION I**

The City Council does hereby find and declare that sufficient and timely written notice of the place and subject matter of this meeting adopting this ordinance was posted. The City Council further ratifies, approves, and confirms such written notice and the posting thereof.

**SECTION II**

The City Council adopts the Water Conservation Plan and Drought Contingency Plan attached to this ordinance. For all ordinances that are in conflict with the provisions of this ordinance, the conflicting passages are hereby superseded.

SECTION III

Any person, individual, company or corporation that violates the provisions of the Water Conservation Plan and Drought Contingency Plan shall be charged with a Class C misdemeanor, and, further, may be charged with violation of Chapter 8 of the Unified Development Code regarding Health and Safety, and may be fined up to \$2000 per offense.

SECTION IV

Should any sentence, paragraph, clause, phrase, or word of this ordinance be declared unconstitutional or invalid for any reason, the remainder of the ordinance shall not be affected.

SECTION V

The City Secretary is hereby directed and authorized to publish the caption and penalty clause of this ordinance.

SECTION VI

The Mayor or their designee is hereby directed to file a copy of the Plans and Ordinance with the Texas Water Development Board in accordance with Title 31, Chapter 363 of the Texas Administrative Code.

SECTION VII

This ordinance shall take effect following passage and publication.

PASSED & APPROVED this, the \_\_\_\_\_ day of August 2024, by a vote of \_\_\_ *ayes*, \_\_\_ *nays*, \_\_\_ *abstentions* of the City Council of the City of Blanco, Texas.

CITY of BLANCO:

\_\_\_\_\_  
Mike Arnold, Mayor

Attest:

\_\_\_\_\_  
Laurie Cassidy, City Secretary

---

***City of Blanco  
Water Conservation  
and  
Drought Contingency Plan***

***July 2024***

***Prepared For:  
City of Blanco  
300 Pecan Street  
P.O. Box 750  
Blanco, Texas 78606  
(830) 833-4525***

Compiled By:



**ARDURRA**

COLLABORATE. INNOVATE. CREATE.

TBPE FIRM NO. F-10053

8918 Tesoro Drive, Suite 401

San Antonio, Texas 78217

Ph: (210) 822-2232

Fax: (210) 822-4032

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## TABLE OF CONTENTS

I.	Planning Area .....	1
II.	Water and Wastewater Systems.....	1
III.	Specific, Quantified 5 and 10-Year Targets and Goals.....	2
IV.	Master Metering Devices .....	3
V.	Universal Metering .....	3
VI.	Record Management Program .....	3
VII.	Metering/Leak-Detection and Repair Program .....	3
VIII.	Capturing Water Losses.....	4
IX.	Continuing Public Education and Information .....	4
X.	Non-Promotional Water and Wastewater Rate Structure .....	5
XI.	Enforcement Procedure and Plan Adoption.....	5
XII.	Contract Requirements for Successive Customer Conservation .....	5
XIII.	Record Management System .....	5
XIV.	Plumbing Codes.....	5
XV.	Implementation Schedule.....	5
XVI.	Tracking the Implementation and Effectiveness.....	6

## ATTACHMENTS

ATTACHMENT A: ORDINANCE ADOPTING A WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN

ATTACHMENT B: WATER SERVICE AREA MAP

ATTACHMENT C: UTILITY PROFILE WORKSHEET

ATTACHMENT D: WATER RATE SCHEDULE

ATTACHMENT E: DROUGHT CONTINGENCY PLAN

ATTACHMENT F: CORRESPONDENCE WITH TWDB REGIONAL WATER PLANNING GROUP

# WATER CONSERVATION PLAN

## I. Planning Area

The City of Blanco (City) is located in Blanco County, Texas on US Highway 281. Blanco's 2020 US Census population was 1,694 people, down from 2010 US Census population was 1,739 people. The current population within the service area is approximately 3,192 based on best available information. The American Community Survey estimates do not track cities with a population less than 5,000. The City's water system service area is shown in Attachment B.

## II. Water and Wastewater Systems

The City's public water supply system currently serves approximately 1,118 connections. The City's raw water supplies include an adjudicated water right on the Blanco River (600 acre-feet/year) as well as a contracted annual supply from the Guadalupe-Blanco River Authority (GBRA) in Canyon Lake (600 acre-feet/year). The City's combined raw water supplies are capable of serving upwards of 3,000 connections.

Treated water supplies include a 1.0 mgd surface water treatment plant on the Blanco River which is owned and operated by the City of Blanco as well as a 0.5 mgd water treatment and delivery contract with Canyon Lake Water Supply Company (CLWSC) for treatment of the GBRA Canyon Lake supply. Detailed water system data is provided in the Utility Profile Worksheet in Attachment C.

The City's drinking water distribution system includes high service pump stations and ground storage tanks at each of the treated water entry points, for a combined ground storage volume of 750,000 gallons and high service pump capacity of 2,000 gpm. The City owns a booster pump station along the Canyon Lake treated water delivery pipeline that includes 200,000 gallons of ground storage and two 500 gpm booster pumps. A 200,000 gallon standpipe provides elevated storage capacity for the City's central pressure plane, and a 100,000 gallon elevated storage tank and transfer pump station serves the north pressure plane. In addition, the City operates a small booster pump station with a 20,000 gallon ground storage tank and a 1,600 gallon hydro pneumatic pressure tank, which serves approximately 60 customers in its southern pressure plane.

The City's wastewater system generally includes a system of gravity collection mains that convey wastewater to a main lift station. The main lift station pumps the wastewater to a 0.225 mgd wastewater treatment plant owned and operated by the City. After treatment, the majority of wastewater effluent is being used to irrigate adjacent agricultural fields under a 210 TPDES permit. Excess effluent is discharged to an unnamed tributary which flows to the Blanco River. Detailed wastewater system data is provided in the Utility Profile Worksheet in Attachment C.

### **III. Specific, Quantified 5 and 10-Year Targets and Goals**

The City recognizes the importance of developing effective water conservation and emergency water demand management plans. Proper planning will allow all users in the system to conserve water and ensure a supply during shortages due to system constraints or drought. The Texas Water Development Board 2021 Regional Water Plan water management strategies includes water conservation. The City will establish an overall goal of 1% reduction per year over 10 years. The City will attempt to eventually reduce total per capita water consumption to below 100 gallons per capita, per day. The City has established the following combination of goals to meet state and regional goals for its water conservation plan.

- A. Reduce per capita consumption. The City's 5-year average annual per capita treated water use for 2018-2022 was 134 gallons per day. The City's goals are to reduce the gallons consumed per capita per day in the next five years to 126 gallons per day, and in the next ten years to 120 gallons per day.
- B. Reduce residential per capita consumption. The City's 5-year average annual per capita treated water use for residential use from 2018-2022 was 97 gallons per day. The City's goals are to reduce the gallons consumed per capita per day for residential uses in the next five years to 91 gallons per day, and in the next ten years to 86 gallons per day.
- C. Reduce total water loss. The City's 5-year average per capita water loss for 2018-2022 was 30 gallons per day. The City's goals are to reduce the water losses in the next five years to 26 gallons consumed per capita per day, and

in the next ten years to 24 gallons consumed per capita per day.

#### **IV. Master Metering Devices**

The City uses master meters at the treated water system entry points to measure the amount of water pumped into the system. The City will have its water meters tested and calibrated annually to maintain its accuracy to within plus or minus 5%.

#### **V. Universal Metering**

The water conservation plan must include a program for universal metering of both customer and public uses of water, for meter testing and repair, and periodic meter replacement.

All customer service connections and municipal connections are currently metered. The City has established a plan to replace broken or otherwise malfunctioning meters. Production meters larger than 1 inch will be tested annually, and meters 1 inch and smaller will be tested once every ten years. Residential meters recording greater than 1,000,000 gallons will be replaced, and suspicious meters that record abnormally low usage will be tested or replaced immediately.

#### **VI. Record Management Program**

The City maintains a database of all water customers. City personnel use this database to record water sales and to determine the amount of water loss in the system (by comparison to the amount of treated water pumped into the system).

#### **VII. Metering/Leak-Detection and Repair Program**

Universal metering of all retail customers is already in place in the water system. The City's current leak detection system consists of the following:

- A. Comparing treated water pumped into the system to potable water metered to customers on a monthly basis.

- B. Visual surveillance by all City employees, daily monitoring of system usage, and tank levels.
- C. Review of water bills to inform users of large increases in water usage.

### **VIII. Capturing Water Losses**

Several methods are used to find and control water losses. City personnel continuously survey along distribution lines for leaks, abandoned services, and illegal connections. A monthly review of water pumped into the system versus water sold to customers is also performed to monitor for excessive losses. Further, the City strives to estimate the amount of unmetered water used for flushing or fire-fighting as accurately as possible.

### **IX. Continuing Public Education and Information**

Through education and information dissemination, the City will continue to inform its water customers of the benefits of water conservation. The City will accomplish this by implementing the following steps:

- A. The City will provide public educational material developed by its staff, materials obtained from the Texas Water Development Board, Texas Commission on Environmental Quality, or other sources annually to its customers. The information will be made available on the City's website and at City Hall.
- B. The City will report annually on the effectiveness of the City's water conservation measures, to include the per capita water usage and the annual water loss. If the Water Conservation Plan is not effective, City staff will make recommendations for modifying the plan to increase its effectiveness. The City will send a copy of an annual report to the executive administrator of the Texas Water Development Board.
- C. The City is committed to partnering with local non-profits and school districts to promote water conservation and water reuse opportunities. The City will host informational tours of the water and wastewater facilities. Facility tours and public education learning opportunities will be managed by the City Secretary and Public Works Director.

## **X. Non-Promotional Water and Wastewater Rate Structure**

The City has adopted a rate structure that does not encourage the excessive use of water. A schedule of the current water rates is provided in Attachment D.

## **XI. Enforcement Procedure and Plan Adoption**

This water conservation plan has been implemented through the passage of an ordinance by the City. A copy of this ordinance is included as Attachment A.

## **XII. Contract Requirements for Successive Customer Conservation**

The City will require all wholesale public utility, private utility, political subdivision, or private business customers to adopt and implement the City's water conservation plan. As part of any new wholesale customer contract or renewal of an existing wholesale customer contract to purchase water from the City, the City will require that the water conservation plan be adopted.

## **XIII. Record Management System**

The plan must include a record management system to record water pumped, water deliveries, water sales, and water losses which allows for the desegregation of water sales and uses into the following user classes: residential; commercial; public and institutional; and industrial.

The City currently maintains records of water pumped, water sold, and water losses. The accounting system allows for the segregation of water sales and use in categories of residential, commercial, industrial, and public/institutional.

## **XIV. Plumbing Codes**

The City has adopted the 2015 International Building Codes as published by the International Code Council (ICC) as its standard for new construction and remodeling.

## **XV. Implementation Schedule**

- Master meters will be tested and calibrated annually.

- Meters 1 inch and smaller will be monitored for accuracy and replaced on a 10 year cycle.
- Water audits are conducted annually to identify water losses.
- Known water losses are corrected immediately and deteriorating water mains are replaced on an on-going basis.
- Educational materials will be made available on the City's website and at City Hall annually.
- Visual leak detection inspections are performed on an on-going basis.

## **XVI. Tracking the Implementation and Effectiveness**

The City will track the established targets and goals by utilizing the following procedures:

- Logs shall be maintained for meter calibration, meter testing, and meter replacement program.
- Annual water audits shall be documented and kept in the utility department files.
- Ordinance will document all changes in water rates.
- A record of the location of leaks repaired will be maintained in order to identify lines needing replacement.

**ATTACHMENT A**

**ORDINANCE ADOPTING A WATER CONSERVATION PLAN  
AND DROUGHT CONTINGENCY PLAN**



## ORDINANCE No. 2023-0-TBD

AN ORDINANCE DOPTING A WATER CONSERVATION PLAN AND A DROUGHT CONTINGENCY PLAN FOR THE CITY OF BLANCO, TO PROMOTE THE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES, INCLUDING RESTRICTIONS, PROVIDING FOR PENALTIES, PROVIDING SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Blanco, Texas, recognizes that the amount of water available to its citizens and customers is limited; and

WHEREAS, the City recognizes that drought, system failures, and other acts of God may occur and that the City cannot guarantee uninterrupted water supply for all purposes at all times; and

WHEREAS, the City desires to conserve water resources and prepare for drought; and

WHEREAS, the City desires to comply with Section 11.1271 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality which require these plans for all public water supply systems; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code and in the best interest of its citizens, the City is authorized to adopt ordinances it deems are necessary and expedient to preserve and conserve its water resources and prepare for drought;

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL of the CITY OF BLANCO, TEXAS, THAT:

### SECTION I

The City Council does hereby find and declare that sufficient and timely written notice of place and subject matter of this meeting adopting this ordinance was posted. The City Council further ratifies, approves, and confirms such written notice and the posting thereof.

### SECTION II

The City Council adopts the Water Conservation Plan and Drought Contingency Plan attached to this ordinance. For all ordinances that are in conflict with the provisions of this ordinance, the conflicting passages are hereby superseded.

SECTION III

Any person, individual, company or corporation that violates the provisions of the Water Conservation Plan and Drought Contingency Plan may be subject to and charged with civil or criminal offenses and related fines or penalties, to include but not limited to violation of Chapter 8 of the City's Unified Development Code regarding Health and Safety.

SECTION IV

Should any sentence, paragraph, clause, phrase, or word of this ordinance be declared unconstitutional or invalid for any reason, the remainder of the ordinance shall not be affected.

SECTION V

The City Secretary is hereby directed and authorized to publish the caption and penalty clause of this ordinance.

SECTION VI

The Mayor or their designee is hereby directed to file a copy of the Plans and Ordinance with the Texas Water Development Board in accordance with Title 31, Chapter 363 of the Texas Administrative Code.

SECTION VII

This ordinance shall take effect following passage and publication.

PASSED & APPROVED this, the 16<sup>TH</sup> day of MAY, 2023, by a vote of \_\_\_*ayes*, \_\_\_*nays*, \_\_\_*abstentions* of the City Council of the City of Blanco, Texas.

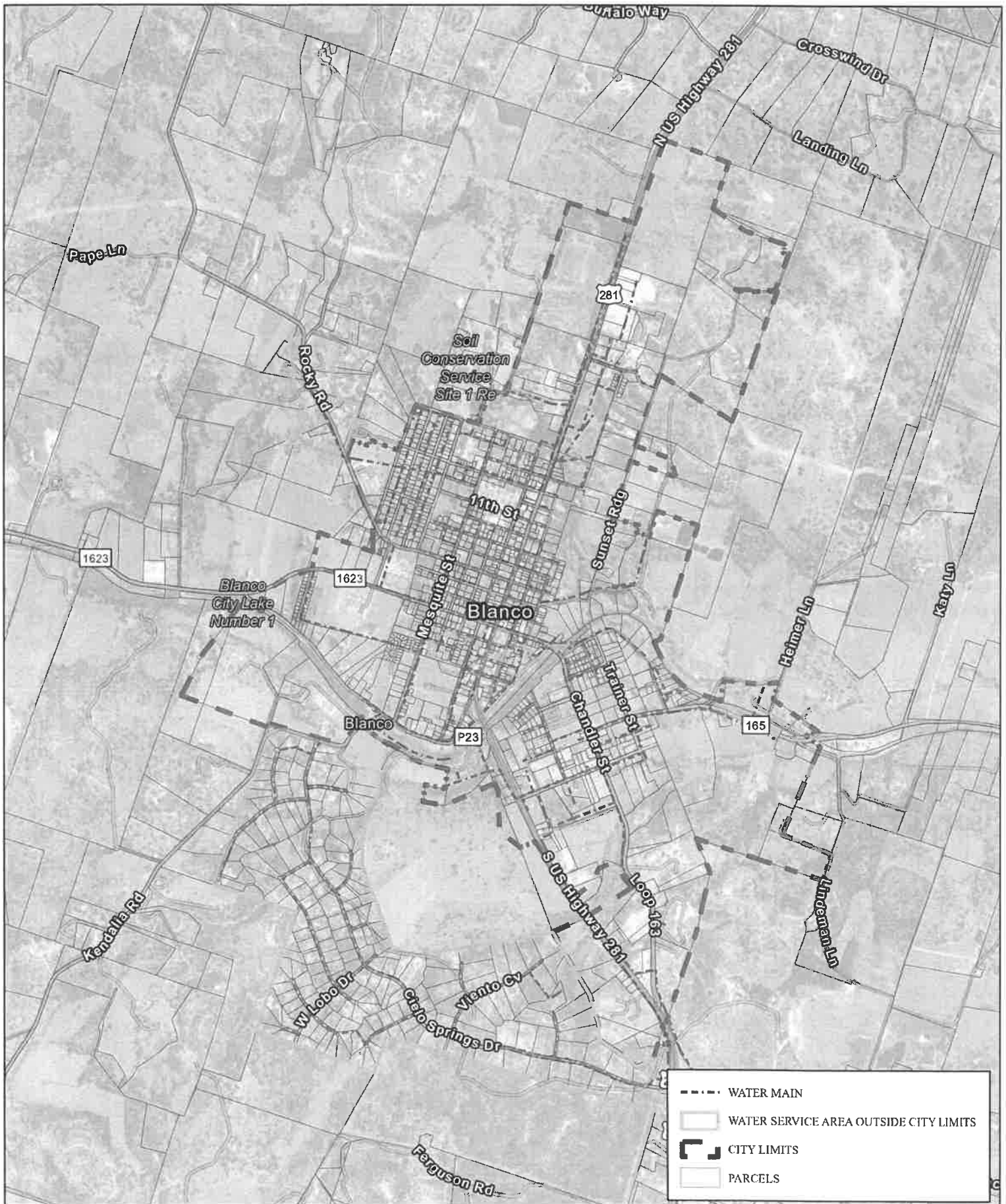
CITY of BLANCO:

\_\_\_\_\_  
Mayor

Attest:

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

**ATTACHMENT B**  
**WATER SERVICE AREA MAP**



- WATER MAIN
- WATER SERVICE AREA OUTSIDE CITY LIMITS
- ▬ CITY LIMITS
- PARCELS

## WATER SERVICE AREA

### CITY OF BLANCO



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



**ATTACHMENT C**  
**UTILITY PROFILE WORKSHEET**

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### CONTACT INFORMATION

Name of Utility: CITY OF BLANCO

Public Water Supply Identification Number (PWS ID): TX0160002

Certificate of Convenience and Necessity (CCN) Number: \_\_\_\_\_

Surface Water Right ID Number: 3877

Wastewater ID Number: TX0054623; RN101721504

Contact: First Name: Teafatiller Last Name: Jonathan

Title: City Engineer (Arduro)

Address: 8918 Tesoro Drive, Ste 401 City: San Antonio State: TX

Zip Code: 78217 Zip+4: \_\_\_\_\_ Email: jteafatiller@ardurra.com

Telephone Number: 2108222232 Date: \_\_\_\_\_

Is this person the designated Conservation Coordinator?  Yes  No

Regional Water Planning Group: K

Groundwater Conservation District: \_\_\_\_\_

Our records indicate that you:

- Received financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a surface water right with TCEQ

#### A. Population and Service Area Data

1. Current service area size in square miles: 4.9

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

<b>Year</b>	<b>Historical Population Served By Retail Water Service</b>	<b>Historical Population Served By Wholesale Water Service</b>	<b>Historical Population Served By Wastewater Water Service</b>
<b>2022</b>	3,192	0	2,438
<b>2021</b>	3,192		2,438
<b>2020</b>	3,211	0	2,474
<b>2019</b>	1,739	0	1,370
<b>2018</b>	1,739	0	1,370

3. Projected service area population for the following decades.

<b>Year</b>	<b>Projected Population Served By Retail Water Service</b>	<b>Projected Population Served By Wholesale Water Service</b>	<b>Projected Population Served By Wastewater Water Service</b>
<b>2030</b>	3,496		2,902
<b>2040</b>	3,876		3,217
<b>2050</b>	4,256		3,532
<b>2060</b>	4,636		3,847
<b>2070</b>	5,016		4,163

4. Described source(s)/method(s) for estimating current and projected populations.

Using historical data data for water services added to the system, 15 connections per year at 2.5 persons per connection was used to estimate the population growth to 2030. The Region K Water Plan growth rate was used to project future populations served by the retail water service. Wastewater service populations was estimated to be 83% of the water service population based on historical information.

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2022	0	116,610,000	0	116,610,000	100
2021		113,000,000		113,000,000	97
2020	102,184,600	29,462,083	0	131,646,683	112
2019	100,929,293	12,471,717	0	113,401,010	179
2018	30,220,907	84,012,121	0	114,233,028	180
<b>Historic Average</b>	58,333,700	71,111,184	0	117,778,144	134

### C. Water Supply System

Attached file(s):

File Name	File Description
Blanco Water System.jpeg	

1. Designed daily capacity of system in gallons 1,500,000
2. Storage Capacity
  - 2a. Elevated storage in gallons: 201,600
  - 2b. Ground storage in gallons: 870,000



## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2024	3,268	424,840
2025	3,306	429,780
2026	3,344	434,720
2027	3,382	439,660
2028	3,420	444,600
2029	3,458	449,540
2030	3,496	454,480
2031	3,534	459,420
2032	3,572	464,360
2033	3,610	469,300

2. Description of source data and how projected water demands were determined.

Historical data yields 15 connections per year for the water system. using TCEQ water design criteria of 130 gallons per capita and the census information of approximately 2.5 persons per household, the projections were calculated to produce the above data.

### E. High Volume Customers

### F. Utility Data Comment Section

Additional comments about utility data.

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### Section II: System Data

#### A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	856	78.53 %
Residential - Multi-Family	54	4.95 %
Industrial	4	0.37 %
Commercial	176	16.15 %
Institutional	0	0.00 %
Agricultural	0	0.00 %
<b>Total</b>	<b>1,090</b>	<b>100.00 %</b>

2. Net number of new retail connections by water use category for the previous five years.

Year	Net Number of New Retail Connections						Total
	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	
<b>2022</b>	856	54	4	176			1,090
<b>2021</b>	822	44	1	175	44		1,086
<b>2020</b>	827	90	4	174			1,095
<b>2019</b>	801	50	3	202			1,056
<b>2018</b>	1,062	1	1				1,064

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2022	29,963,000	10,194,300	3,185,800	25,501,900	0	0	68,845,000
2021	35,637,700	942,200	3,201,500	27,240,800	5,178,100		72,200,300
2020	118,566,000	1,987,000	2,626,000	3,090,000	6,382,000		132,651,000
2019	67,289,100	1,900,000	12,460,000	18,607,000			100,256,100
2018	75,572,000	1,024,700	8,436,000				85,032,700

### C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2022	34
2021	31
2020	189
2019	109
2018	120
Historic Average	97

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2022	2021	2020	2019	2018
January		5,549,200	7,395,400		
February		8,011,200	5,513,000		
March		3,415,600	6,681,300		
April		6,440,600	7,520,200		
May		7,253,600	7,760,000		
June		6,184,700	11,929,300		
July		6,810,700	11,532,100		
August		7,598,000	11,093,800		
September		7,469,200	10,704,100		
October		6,535,000	8,914,700		
November		6,401,400	10,172,100		
December		6,041,600	6,305,000		
<b>Total</b>		77,710,800	105,521,000		

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2022	2021	2020	2019	2018
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
<b>Total</b>					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
<b>2022</b>	0	
<b>2021</b>	20,593,400	77,710,800
<b>2020</b>	34,555,200	105,521,000
<b>2019</b>	0	
<b>2018</b>	0	
<b>Average in Gallons</b>	11,029,720.00	36,646,360.00

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2022	47,592,887	41	40.81 %
2021	32,158,200	28	27.80 %
2020	-2,649,901	-2	20.00 %
2019	7,727,397	12	27.00 %
2018	24,322,328	38	21.29 %
<b>Average</b>	21,830,182	23	27.38 %

### F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2022	0	0	0.0000
2021	212,906	223841	1.0514
2020	289,098	375600	1.2992
2019	0	0	0.0000
2018	0	0	0.0000

### G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
<b>Residential - Single Family</b>	65,405,560	78.53 %	71.25 %
<b>Residential - Multi-Family</b>	3,209,640	4.95 %	3.50 %
<b>Industrial</b>	5,981,860	0.37 %	6.52 %
<b>Commercial</b>	14,887,940	16.15 %	16.22 %
<b>Institutional</b>	2,312,020	0.00 %	2.52 %
<b>Agricultural</b>	0	0.00 %	0.00 %

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

**H. System Data Comment Section**

### Section III: Wastewater System Data

**A. Wastewater System Data**

1. Design capacity of wastewater treatment plant(s) in gallons per day: 225,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
<b>Municipal</b>	844		844	100.00 %
<b>Industrial</b>			0	0.00 %
<b>Commercial</b>			0	0.00 %
<b>Institutional</b>			0	0.00 %
<b>Agricultural</b>			0	0.00 %
<b>Total</b>	844		844	100.00 %

3. Percentage of water serviced by the wastewater system: 83.00 %

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2022	2021	2020	2019	2018
January	2,908,000	4,185,000	4,226,000	6,016,000	
February	2,908,000	2,127,000	4,324,000	4,192,000	
March	2,908,000	4,393,000	4,278,000	4,739,000	
April	2,908,000	4,281,000	4,368,000	4,713,000	
May	3,462,000	5,076,000	4,958,000	7,308,000	
June	2,630,000	4,783,000	4,443,000	4,652,000	
July	2,880,000	5,146,000	4,336,000	4,309,000	
August	3,477,000	3,719,000	4,088,000	4,392,000	
September	3,029,000	3,368,000	4,134,000	4,055,000	
October	2,068,000	3,981,000	4,142,000	4,325,000	
November	2,013,000	3,218,000	3,888,000	4,360,000	
December	2,226,000	3,785,000	4,127,000	4,179,000	
<b>Total</b>	<b>33,417,000</b>	<b>48,062,000</b>	<b>51,312,000</b>	<b>57,240,000</b>	

5. Could treated wastewater be substituted for potable water?

Yes     
  No

### B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	23,570,000
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	0
Agricultural	
Discharge to surface water	
Evaporation Pond	
Other	
<b>Total</b>	<b>0</b>



## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

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**ATTACHMENT D**  
**WATER RATE SCHEDULE**

**CITY OF BLANCO**  
**ORDINANCE No: 2023-O-013**  
**WATER AND SEWER RATES**

**AN ORDINANCE AMENDING ORDINANCE NO. 269 OF THE CITY OF BLANCO, TEXAS AS ENACTED ON APRIL 13, 1987, AMENDED ON AUGUST -14, 2001, AMENDED AUGUST 14, 2012, AMENDED ON MAY 9, 2017, AND AGAIN ON JUNE 9, 2020; WHICH PROVIDES RULES AND REGULATIONS FOR FURNISHING CITY UTILITIES AND SETTING RATES FOR CHARGES THEREFORE FOR THE CITY OF BLANCO, TEXAS AND FURTHER PROVIDES RULES AND REGULATIONS FOR FURNISHING CITY UTILITIES AND SETTING RATES FOR CHARGES THEREFORE OUTSIDE THE CITY OF BLANCO, TEXAS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; RULES; STANDARDS; PROCEDURES; SEVERABILITY; SAVINGS; PUBLICATION AND EFFECTIVE DATE.**

**WHEREAS**, the City of Blanco, Texas, is a Type A general-law municipality located in Blanco County, Texas, was created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City Council has published notice of the consideration of this Ordinance more than 72 hours prior to the City Council meeting to consider this Ordinance; and

**WHEREAS**, upon consideration of all of the information presented, the City Council finds that in order to promote a clean, healthy, safe, and attractive environment for the citizens of the City of Blanco; and

**WHEREAS**, the City Council finds that this Ordinance is necessary to promote and to encourage the conservation and preservation of its water resources; and

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, the City Council finds that the restrictions and/or amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City of Blanco; and

**WHEREAS**, it is deemed necessary to promulgate rules and regulations in order to provide water, sewer, and refuse services to all citizens of the City of Blanco, Texas, and to other areas approved by the City Council.

**WHEREAS**, it is necessary to prescribe rates for utility services and institute rules for the collection of revenues for these services;

**NOW, THEREFORE, BE IT ORDAINED by the Blanco City Council:**

**1. Findings of Fact**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**2. Repealer**

**2.1. Repealer:** All ordinances, including but not limited to Ordinance #269 enacted on or about April 13, 1987 and amended on August 14, 2001, August 14, 2012, May 9, 2017, and June 9, 2020 resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters provided, herein.

**3. Severability:**

1. Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**4. Savings Clause:**

1. That all and any previous fee ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

**5. Publication Clause:**

1. The City Secretary of the City of Blanco, Texas is hereby directed to place the information above on the City's website and provide all other notice as required by law.

**6. Effective Date:**

1. This ordinance shall be effective immediately upon passage and publication.

**7. Proper Notice & Meeting:**

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

PASSED & APPROVED this 22 day of August, 2023 by the City Council of Blanco, Texas.

CITY OF BLANCO

By: [Signature]  
Mike Arnold, Mayor

ATTEST:

[Signature]  
Laurie Cassidy, City Secretary



**WATER AND SEWER RATES:  
SECTION 1. ENACTMENT PROVISIONS**

- 1.1. Popular Name  
This Ordinance shall be commonly cited as the "Water and Sewer Rates Ordinance".

- 2.1. Purpose  
This Ordinance establishes the fees the City is authorized to collect for providing certain services or processing certain requests for approval. Certain fees shall be imposed by other ordinances or state law. The absence of any certain fee from this Ordinance shall not be interpreted to preclude assessment and collection by the City.

**SECTION 1. WATER AND SEWER RATES**

**A2.000 Water, Sewer and Trash Rates and Charges**

**A2.001 Schedule of rates and Charges**

- c) **Residential, commercial, industrial, irrigation meters, multi-family, exempt and special conditions.**

Proposed Rate Structure:

5/8" tap/water availability fee (base fee):  
\$41.49 per tap

Sewer availability fee:  
\$32.20

New rate is \$10.49 per 1000 gallons for all water users regardless of tap size

**An addition to the availability fee of \$16.12 will be attached to customers outside the City limits to recover additional fees it takes to bring these customers water.**

New Rate for Sewer is \$10.49 based on 80% of water consumption.

**Base water sewer fees for all meter sizes**

base fee	meter size	sewer base fee
\$41.79	# of 5/8"	\$32.20
\$104.4	# of 1"	\$80.50
\$208.9	# of 1-1/2"	\$160.98
\$334.2	# of 2"	\$257.58
\$501.4	# of 2-1/2"	\$386.36
\$626.7	# of 3"	\$482.95
\$1,044.66	# of 4"	\$804.93
\$2,089.31	# of 6"	\$1,609.85
\$3,342.90	# of 8"	\$2,575.77
\$4,805.41	# of 10"	\$3,702.66

**ATTACHMENT E**  
**DROUGHT CONTINGENCY PLAN**



# Texas Commission on Environmental Quality

Water Availability Division  
MC-160, P.O. Box 13087 Austin, Texas 78711-3087  
Telephone (512) 239-4600, FAX (512) 239-2214

## Drought Contingency Plan for a Retail Public Water Supplier

This form is provided as a model of a drought contingency plan for a retail public water supplier. If you need assistance in completing this form or in developing your plan, please contact the Conservation Staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

**Drought Contingency Plans must be formally adopted by the governing body of the water provider and documentation of adoption must be submitted with the plan.** For municipal water systems, adoption would be by the city council as an ordinance. For other types of publicly owned water systems (example: utility districts), plan adoption would be by resolution of the entity's board of directors adopting the plan as administrative rules. For private investor-owned utilities, the drought contingency plan is to be incorporated into the utility's rate tariff. Each water supplier shall provide documentation of the formal adoption of their drought contingency plan.

Name:	<u>City of Blanco</u>	
Address:	<u>300 Pecan Street, P.O. Box 750, Blanco, Texas 78606</u>	
Telephone Number:	<u>(830) 833-4525</u>	Fax: <u>(830) 8334121</u>
Water Right No.(s):	<u>3877</u>	PWS No. <u>0160002</u>
Regional Water Planning Group:	<u>K</u>	
Form Completed by:	<u>Ardurra Group, Inc.</u>	
Title:	<u>City Engineer</u>	
Person responsible for implementation:	<u>City Administrator</u>	Phone: <u>(830) 833-4525</u>
Signature:	_____	Date: _____

### Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Blanco hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other



emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

**Section II: Public Involvement**

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Blanco by means of scheduling and providing public notice of a public meeting to accept input on the plan.

**Section III: Public Education**

The City of Blanco will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, utility bill inserts, or website posting.

**Section IV: Coordination with Regional Water Planning Groups**

The service area of the City of Blanco is located within Region K and City of Blanco has provided a copy of this Plan to the Region K Water Planning Group.

**Section V: Authorization**

The City Administrator, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Administrator or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

**Section VI: Application**

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Blanco. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

**Section VII: Definitions**

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Blanco.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

#### **Section VIII: Criteria for Initiation and Termination of Drought Response Stages**

The City Administrator or his/her designee shall monitor water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on triggering criteria / trigger levels based on a statistical analysis of the vulnerability of the water source under drought of record conditions, or based on known system capacity limits.

#### **Utilization of alternative water sources and/or alternative delivery mechanisms:**

Alternative water source(s) for the City of Blanco is Canyon Lake Water Supply Corporation Canyon Lake Shores and the Guadalupe-Blanco River Authority Western Canyon Water Supply.

## **Stage 1 Triggers -- MILD Water Shortage Conditions**

### Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII Definitions, when formal notification is provided to the public by the City Administrator through news media based on a determination made by the Director of Public Works. Residents should voluntarily reduce water usage by 10%-20% when the City has been without appreciable rainfall and forecasts predict more dry weather in the foreseeable future. During Stage 1, no penalties will be imposed on the users that do not abide by the reduced water usage. Reminders will be placed in the local newspaper and posted on the City's website each week.

### Requirements for termination

Stage 1 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

## **Stage 2 Triggers -- MODERATE Water Shortage Conditions**

### Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when the water system demand has reached 75% of the available water supply capacity for 3 consecutive days.

### Requirements for termination

Stage 2 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 2 consecutive weeks. Upon termination of Stage 2, Stage 1, or the applicable drought response stage based on the triggering criteria, becomes operative.

## **Stage 3 Triggers -- SEVERE Water Shortage Conditions**

### Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when the water system demand has reached 85% of the available water supply capacity for 3 consecutive days.

### Requirements for termination

Stage 3 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 3, Stage 2, or the applicable drought response stage based on the triggering criteria, becomes operative.

## **Stage 4 Triggers -- CRITICAL Water Shortage Conditions**

### Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when the water system demand has reached 95% of the available water supply capacity for 3 consecutive days; or if less than 90 days of storage exists in the city's Blanco River Reservoirs.

### Requirements for termination

Stage 4 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 4, Stage 3, or the applicable drought response stage based on the triggering criteria, becomes operative.

## **Stage 5 Triggers – EMERGENCY Water Shortage Conditions**

### Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when City Administrator, or his/her designee, determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; **or**
2. Natural or man-made contamination of the water supply source(s).

### Requirements for termination

Stage 5 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist as determined by the Director of Public Works.

## **Section IX: Drought Response Stages**

The City Administrator, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

### **Notification**

#### Notification of the Public:

The City Administrator or his/ her designee shall notify the public by means of:

- publication in a newspaper of general circulation,
- direct mail to each customer,
- public service announcements,
- signs posted in public places
- take-home fliers at schools.
- City website posting
- Take-home fliers at schools

#### Additional Notification:

The City Administrator or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- Mayor / Chairman and members of the City Council / Utility Board
- Fire Chief(s)
- City and/or County Emergency Management Coordinator(s)
- County Judge & Commissioner(s)
- State Disaster District / Department of Public Safety
- TCEQ (required when mandatory restrictions are imposed)
- Major water users
- Critical water users, i.e. hospitals
- Parks / street superintendents & public facilities managers

## Stage 1 Response – MILD Water Shortage Conditions

**Target: Achieve a voluntary 10% percent reduction in total water use or daily water demand.**

### Best Management Practices for Supply Management:

The City of Blanco will reduce or discontinue the flushing of water mains, activation and use of an alternate supply source and promote the use of reclaimed water for non-potable purposes.

### Voluntary Water Use Restrictions for Reducing Demand:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
- (b) All operations of the City of Blanco shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

## Stage 2 Response – MODERATE Water Shortage Conditions

**Target: Achieve a 20% percent reduction in total water use, daily water demand.**

### Best Management Practices for Supply Management:

The City of Blanco will manage limited water supplies and/or reduce water demand by reduced or discontinued flushing of water mains, reduced or discontinued irrigation of public areas; use of an alternate supply source(s); and use of reclaimed water for non-potable purposes.

### Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Blanco.
- (f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City of Blanco, the facility shall not be subject to these regulations.
- (g) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (h) The following uses of water are defined as non-essential and are prohibited:
  - 1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
  - 2. use of water to wash down buildings or structures for purposes other than immediate fire protection.
  - 3. use of water for dust control.
  - 4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - 5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

### Stage 3 Response – SEVERE Water Shortage Conditions

**Target: Achieve a 30% percent reduction in total water use, daily water demand.**

**Best Management Practices for Supply Management:**

The City of Blanco will manage limited water supplies and/or reduce water demand by reduced or discontinued flushing of water mains, reduced or discontinued irrigation of public areas; use of an alternate supply source(s); and use of reclaimed water for non-potable purposes.

**Water Use Restrictions for Demand Reduction:**

All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Blanco.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

### Stage 4 Response – CRITICAL Water Shortage Conditions

**Target: Achieve a 40% percent reduction in total water use, daily water demand.**

**Best Management Practices for Supply Management:**

The City of Blanco will manage limited water supplies and/or reduce water demand by reduced or discontinued flushing of water mains, reduced or discontinued irrigation of public areas; use of an alternate supply source(s); and use of reclaimed water for non-potable purposes.

**Water Use Restrictions for Reducing Demand:**

All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and

commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10 p.m.

- (c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

#### **Stage 5 Response – EMERGENCY Water Shortage Conditions**

**Target: Achieve a 50% percent reduction in total water use, daily water demand.**

**Best Management Practices for Supply Management:**

The City of Blanco will manage limited water supplies and/or reduce water demand by reduced or discontinued flushing of water mains, reduced or discontinued irrigation of public areas; use of an alternate supply source(s); and use of reclaimed water for non-potable purposes.

**Water Use Restrictions for Reducing Demand:**

All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited.

#### **Stage 6 Response – WATER ALLOCATION**

In the event that water shortage conditions threaten public health, safety, and welfare, the City Administrator, upon recommendation of the Director of Public Works, may order water rationing and/or terminate service to selected users of the system in accordance with the following sequence:

1. Recreational users
2. Commercial users
3. School users
4. Residential users
5. Hospitals, public health and safety facilities



**Section X: Enforcement**

(a) No person shall knowingly or intentionally allow the use of water from the City of Blanco for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by City Administrator, or his/her designee, in accordance with provisions of this Plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred dollars (\$200.00) and not more than two thousand dollars (\$2,000.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Administrator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$ 60.00, and any other costs incurred by the City of Blanco in discontinuing service. In addition, suitable assurance must be given to the City Administrator that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a water customer of the City of Blanco, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Any employee of the City of Blanco, police officer, or other City employee designated by the City Administrator, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

**Section XI: Variances**

The City Administrator, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for

the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Blanco within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Administrator, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

**ATTACHMENT F**

**CORRESPONDENCE WITH TWDB REGIONAL WATER  
PLANNING GROUP**

NOTE: TO BE COMPLETED UPON COUNCIL  
APPROVAL

**NEW BUSINESS**

**ITEM #3**



# City of Blanco

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

**STAFF REPORT: 8/6/24**

**DESCRIPTION:** Taking the \$35,000 that has not been used in the FY 23 24' budget and hiring Darrell Wagner with Available construction to fill potholes for as much of the city as possible.

**ANALYSIS:** City has \$35,000 to spend in this budget year. Staff recommendation is to use Darrell Wagner who we've used on smaller paving jobs to do the work. It would be cold mix compacted and a majority of the City could be filled with an emphasis on fixing Mesquite's potholes. Would consist of a two man crew and the work would take about two weeks weather permitting in August.

**FISCAL IMPACT:** \$35,000

**RECOMMENDATION:** Staff recommendation is that Council direct staff to hire Darrell Wagner with Available construction to pothole filling/road repair as much as \$35,000 allows.

**BUDGET**  
**WORKSHOP #2**



# City of Blanco

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

STAFF REPORT: 8/6/24

DESCRIPTION: Budget workshop

**ANALYSIS:** The budget is an ever evolving document where we make changes all the time. The Mayor had made a suggestion that we do Google Sheets (see link below) so that you can always link to the newest budget proposal and Dana was able to make that happen which is much appreciated. On Tuesday next week Dana can explain a little better how we found the discrepancy on the revenue from how it was previously set up before she got here, but now (and we've triple checked the numbers) with a Zero percent ad valorem increase, with 10 total police employees, and a maintenance worker plus \$50k in materials our general fund will be a POSITIVE \$10,850.43.

I should be receiving a preliminary offer from Inframark for a contract late tomorrow or early Monday morning. His approach will be to provide the full service of street repair with some investment in equipment on their part, with a similar price to what we're paying now. If he provides some level of value (\$60-\$80k annually) above our current contract we can make the numbers work because street repair is a general fund expense (Utility operations is an enterprise) and I had mentioned how I just got the GF to balance. We can transfer funds from GF to Enterprise and make it work also knowing that the new meters will provide additional revenue that I have not added to budget (a budget amendment will be needed later in the year). Cautiously optimistic but I wanted to let you all know the plan on the finances that are coming together better than expected.

FISCAL IMPACT:

RECOMMENDATION: Review numbers and come up with suggestions or improvements.

# General Fund

## Budget Comparison

	FYE 2023	FYE 2024
<b>Revenue</b>		
Approved Budget	\$ 2,180,694.51	\$ 2,211,121.51
Working Budget		

Department	FYE 2023		FYE 2024	
	Approved Budget	Working Budget	Approved Budget	Working Budget
City Council	\$ 16,400.00	\$ 14,205.00		
City Administration	\$ 667,870.73	\$ 538,589.06		
Police	\$ 1,203,711.73	\$ 1,108,802.21		
Municipal Court	\$ 175,103.45	\$ 182,044.74		
Parks/Streets	\$ 15,046.15	\$ 150,512.84		
Non-Departmental	\$ 205,140.52	\$ 202,658.89		
	\$ 2,283,272.58	\$ 2,196,812.74		

**Total** \$ (102,578.07) \$ 14,308.77

## What was proposed and approved for Covid Funds

<b>Revenue</b>	
Covid Funds	\$ 257,000.00
<b>Expenditures</b>	
Maintenance Expense	\$ (40,000.00)
PD Officer	\$ (63,172.92)

**Total** \$ 51,249.01



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### Actual Covid Funds used

<b>Revenue</b>	
Covid Funds - Revenue	\$257,000 (interest increase amount)
<b>Expenditures</b>	
Central Texas Excavation	\$ (9,500.00) road work
Trac-n-trol	\$ (67,992.96) scada software
TMLIRP - Insurance (New lift Station)	\$ (17,652.00) insurance coverage
<b>Total</b>	<b>\$161,855</b>

# Enterprise Fund

## Budget Comparison

	FYE 2023	FYE 2024
Revenue	Approved Budget	Working Budget
	<u>\$ 2,349,450.00</u>	<u>\$ 2,723,050.00</u>

Department	FYE 2023	FYE 2024
	Approved Budget	Working Budget
Other Services	\$ 20,000.00	\$ 20,000.00
Water	\$ 1,159,997.77	\$ 1,334,483.60
Sewer	\$ 1,436,133.85	\$ 1,486,314.96
	<u>\$ 2,616,131.62</u>	<u>\$ 2,840,798.56</u>

<b>Total</b>	<b>\$ (266,681.62)</b>	<b>\$ (117,748.56)</b>
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