

# **PUBLIC HEARING**

Approval of Variance for Building Setback at 919 9<sup>th</sup> Street  
(Cage & Boone SB0005, NW Blk 9, 0.268 acres, Blanco, Texas 78606  
(Property Owner: Michael & Patricia Pettit)



November 15, 2023



Dear Property Owner:

The City of Blanco has received a request from the owner of the following property requesting consideration for **Building setback variance** within the city limits of the City of Blanco.

**Property Owner: Michael & Patricia Pettit**

**Property Location: 0.268 acres, NW Block 9 Cage & Boone SB0005, 919 9<sup>th</sup> St**

**The Planning and Zoning Commission of the City of Blanco will conduct a public hearing and regular meeting, for the purpose of considering the request on December 4th, 2023, at 6:00 pm at the Byars Building, 308 Pecan Street, Blanco, Texas. The City Council will conduct a public hearing and regular meeting, for the purpose of considering the request on December 12th, 2023, at 6:00 pm at the Byars Building, 308 Pecan, Blanco, Texas 78606.**

You are receiving this notice as required by the Texas Local Government Code because you have been identified from the tax rolls as owning property approximately 200 feet of the tract proposed for rezoning. If you wish to protest the proposed change, you must do so prior to the public hearing in writing, sign the protest, and return it to the Blanco Assistant City Secretary at Blanco City Hall, 300 Pecan Street in Blanco or mail it to City of Blanco, P.O. Box 750, Blanco, Texas 78606.

Sincerely,

Olga Gamez  
Assistant City Secretary

Application has been made with the Texas Alcoholic Beverage Commission for a Wine and Malt Beverage Retailer's Permit by Mark Young dba Homestead Ranch LLC/The Homestead Wedding & Event Center, to be located at 5000 Ranch Road 165, Dripping Springs, Blanco County, Texas. Officers of said corporation are Mark C Young Director and Janet Young Director. (11/22)

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**NOTICE OF PUBLIC HEARING**

As required by Texas Government Code, Notice is given that the **Planning and Zoning Commission** of the City of Blanco, Texas, will conduct a **public hearing at the Byars Building at 308 Pecan Street, Blanco, Texas on December 4th, 2023 at 6:00 p.m.**, and the **City Council** of the City of Blanco, Texas, will conduct a **public hearing at the Byars Building, 308 Pecan Street, Blanco, Texas on December 12th, 2023 at 6:00 pm** for the purpose of a **Building setback** on the following described tract located within the city limits of the City of Blanco.

<u>Property Owner</u>	<u>Property Description</u>	<u>Property Location</u>
Michael & Patricia Pettit	0.268 acres, NW Block 9 Cage & Boone SB0005	919 9 <sup>th</sup> St

PLACE CLASSIFIED ADS

RENEW SUBSCRIPTIONS

AND

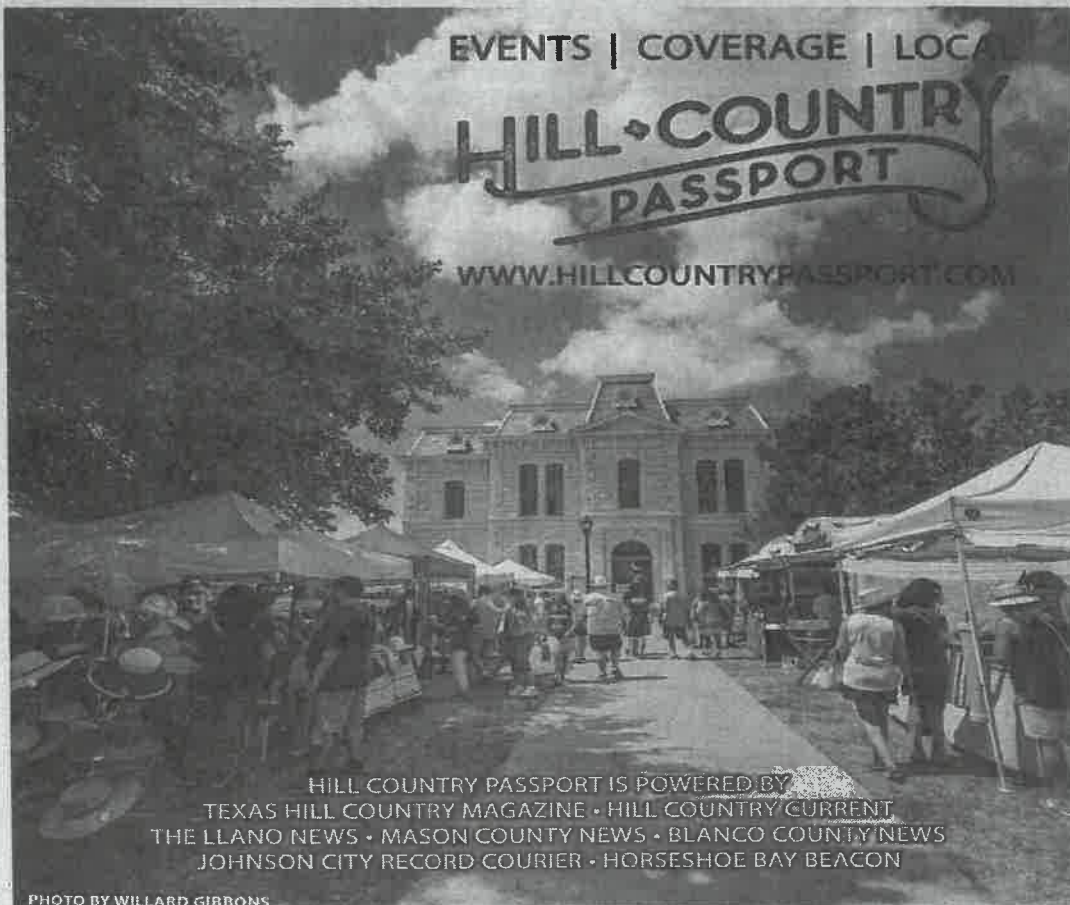
PAY BILLS

Online

BlancoNews.com

**Notice to Creditors**

Notice is hereby given that original Letters Testamentary for the Estate of JERRY LEE HAUNSCHILD, Deceased, were issued on October 24, 2023, in Docket No. P05088, pending in the County Court for Blanco County, Texas, to: JENNIFER LEE UNTERBRINK, whose address for service is: 128 Ephraim McLain, Blanco, Texas 78606. All persons having claims against this estate which is currently being administered are required to present them within the time and in the manner prescribed by law. All persons having claims should address them in care of the representative at the address stated above. DATED the 15<sup>th</sup> day of November, 2023. Law Offices of Dwain K. Rogers, ATTORNEYS FOR THE ESTATE, 901. Berry St., Llano, TX 78643.



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PHOTO BY WILLARD GIBBONS

**STAFF**  
**CITY HALL**

**STAFF  
POLICE  
DEPARTMENT**

**CONSENT**

**ITEM #1**

**SPECIAL MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BLANCO**

**Meeting Minutes  
November 7, 2023**

A special meeting of the governing body of the City of Blanco was held on November 7, 2023, at 6:00 pm at the Byars Building, 308 Pecan Street, Blanco, Texas.

The meeting was called to order at 6:00 pm by Mayor Arnold, followed by roll call announcing a quorum was present. The Pledge of Allegiance was led by Council Member McClellan. Council members present: Mayor Arnold, Mayor Pro-Tem Thraikill and Council Members Smith, Swinson, Moses, and McClellan.

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

Announcements from the Mayor:

- Events to be held November 11: Veteran's Day Parade, starts at 9 am and a groundbreaking ceremony for the Blanco County Veterans Memorial will be held at 2:00 pm.
- Burn Ban is off.
- The Mayor will be leaving the country on Saturday for two weeks.

**Public Comments:**

- None

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

1. *Consideration, Discussion and Take Possible Action to Authorize and Direct Execution and Filing of Amended Plat to Document the Exchange of Real Property between the City of Blanco and Winona 416, LTD, relating to Completion of Construction of the City's New Wastewater Lift Station, and Confirming the City's Ownership of the Underlying Real Property.* Warren Escovy, City Administrator and Tim Tuggey, City Attorney shared the past history of the lift station project. Need to get the new plat signed and recorded this week to move forward with construction work on the project. Mayor Arnold shared he is not comfortable signing the plat. **A motion was made by Council Member McClellan to Authorize Mayor Pro-Tem Thraikill to sign the Amended Plat to Document the Exchange of Real Property between the City of Blanco and Winona 416, LTD, relating to Completion of Construction of the City's New Wastewater Lift Station, and Confirming the City's Ownership of the Underlying Real Property, seconded by Council Member Swinson, all in favor, motion carried 3-0 with Council Members Moses and Smith abstaining from the vote.**

**Closed regular session at 6:21 pm and convened into executive session.**

**Executive Session in accordance with Texas Government Code:** in accordance with the authority contained in the Texas Government Code, Section 551.071.

1. Texas Government Code Sections 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct; Confer with City Attorney regarding City Water Agreements with Texas Water Company.
2. Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct. Confer with City Attorney regarding legal issues associated with the Water Treatment Plant Project; Bids, Contract. Award, and Notice to Proceed.
3. Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct. Confer with City Attorney regarding Pending Legal Matters.

**Closed executive session at 7:54 pm and convened into regular session.**

**Executive Session, Items 1-3: No Action Taken**

**Adjournment:**

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

**The meeting was adjourned at 7:55 pm.**

Respectfully submitted,

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

ATTEST:

\_\_\_\_\_  
Laurie A. Cassidy, City Secretary

These minutes were approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.



**CONSENT**  
**ITEM #2**

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

**Meeting Minutes  
November 14, 2023**

A regular meeting and public hearing of the City Council, City of Blanco, Texas was held on November 14, 2023, at 6:00 pm at the Byars Building, 308 Pecan Street, Blanco, Texas.

The meeting was called to order at 6:00 pm by Mayor Pro-Tem Thraikill, followed by roll call announcing a quorum was present. The Invocation and Pledge of Allegiance was led by Bryn Caddell of St. Michaels Episcopal Church. Council members present: Mayor Pro-Tem Thraikill and Council Members Smith, Swinson, McClellan, and Moses. Mayor Arnold was absent.

City staff present: Warren Escovy, Laurie Cassidy, Sasha Ricks, and Police Chief Scott Rubin.

Mayor Pro-Tem Thraikill made the following announcements:

- Southern Flow Meter Audit this week (40-50 meters at 1 hour each)
- Burn Ban is currently off in Blanco County
- TxDOT meeting was held yesterday, revealed six different routes, check out the TxDOT website for more information.

**Public Comments:**

- Colin Corbett, City of Blanco resident spoke in favor of Old Business item 1, concept plan and access variance by Pharr Paradise Park, LLC. He said he needed more information after the last council meeting. He, along with many of the Sunset Ridge neighbors, met with Mr. Palmer and reached a reasonable compromise. He is now in support of the project if the crash gate gets added into the plans.
- Mike Ethridge, City of Blanco resident, spoke in favor of OB#1 and said he is happy they reached an agreement on Sunset Ridge. What they are planning will be beneficial to all and the crash gate will be beneficial to emergency services. He appreciates the Council's support of this development.
- Cornelia England, City of Blanco resident, spoke regarding OB#1 and said she discussed the development with other residents. She believes there needs to be more investigation into the drainage. There was flooding on the south end in 2015. Culverts caught debris, need other protection from debris on the road. Suits against the city, city throwing them a bone.
- Waymond Lightfoot, City of Blanco resident, spoke previously against the Sunset Ridge development. He has since spoken to Mr. Palmer and learned the crash gate will only be used for emergencies. The residents of Sunset Ridge are trusting the Mayor, City Council, City Administrator, and City Attorney to make sure these assurances are properly and legally addressed (trusting you to verify). He said he is withdrawing his opposition to the project.

- Mike Barns and Liz Waller Broyal spoke and thanked the Council for the Nelson Way street sign. Nelson Broyal started the music right before the flood of 2015. Liz also thanked Bruce Peele and Rachel Lumpee for their support of the Music on the Square.
- Retta Martin, City of Blanco resident, spoke regarding the Blanco Wheels and Feet committee. She said walkability, wheels and feet were an ad hoc committee, went on for at least 5 years, brought parks in, received grants, should not be a city committee. This committee will cause a power struggle, please leave as an ad hoc committee, not city committee.
- Kenneth Welch, Blanco County resident, spoke regarding OB #1, Pharr Paradise and said he is generally pro development. He shared his concerns with the variance to avoid providing a bridge over the river as the primary entrance to the subdivision. That will leave everyday access over a low water crossing that is very frequently underwater during normal rainy seasons. Mention has been made about establishing an “emergency” access point near the north end of Sunset Ridge. It does appear that this area has experienced high water in the past. Lastly, he is concerned about the width of Sunset Ridge (14 feet). This is only wide enough for one way traffic.
- Laurie Cassidy, City Secretary read multiple comments received via email regarding New Business item #2, Transportation Planning and Advisory Committee. These comments are listed below.
- Heinz Roesch, Blanco County resident, said he understands that the non-profit organization Wheels and Feet is to be disbanded and instead to be organized as a committee of the City of Blanco. As a financial supporter of Wheels and Feet from the beginning I support this decision and encourage the Council to embrace the idea of organizing a committee with the same goals and purposes i.e., increase walkability within the City of Blanco as well as encourage and enable the citizens to either walk or bicycle to places. We need to promote adding sidewalks, bicycle paths and crosswalks throughout the city.
- Jeremiah Bishop, I’m a taxpayer in Blanco County and wholly support Laura Swinson’s proposal to incorporate the goals of her organization, Blanco Wheels & Feet, and its ideas for improving Blanco’s walkability and ease of bicycling, into a Blanco City committee. I strongly feel that the upcoming decisions made regarding the changes to route 281 should include structural choices that support better, and safer options for people walking or on bikes, not just for cars and trucks. Yes, I’m hoping for an alternative route for 281, but, if that doesn't happen, please add me to those who wish to have an active, well supported City committee that works to ensure people walking and biking in and around Blanco, can SAFELY and comfortably coexist with the amount of car traffic now, and in the future!
- Lisa Tipps, Just a note to say that we think a committee on helping Blanco’s ‘walkability’ is a super idea. We go for walks and there are quite a few stretches where it’s not safe at all.
- Elizabeth Miller, I would like to support the official committee of “Blanco wheels and feet” to be considered by the city. I support making the City Of Blanco a pedestrian cycling and walking friendly city.

- Rachel Lumpee, I am unable to attend the meeting tomorrow, but would like to share my opinion with the council. I fully support Blanco Wheels and Feet and the new business agenda item 2. Thanks.
- Sarah Munger, I fully support the formation of a city committee to address the work that Blanco Wheels and Feet was doing. Safe walkability and bike ability throughout town should be a major priority for the City. A dedicated committee to that purpose will help ensure that this topic has a focused place for discussion, action, and coordination with other city committees, as appropriate. Such a committee could focus on consistent connectivity to and between our great public spaces, like the town square, the State Park, the library, and our schools.
- Dan Murrah, Help me understand what is going on with Wheels and Feet. They cancel their 501(c)(3) tax exempt status, and instead want to become a City "committee"? Would that be a way to avail themselves of taxpayer money? And lastly, why do they even exist, my friends and neighbors have been walking around Blanco ever since I came here, without any organization helping them. Stop the madness! Fix the streets!
- Irene Cage, Blanco Wheels and Feet has been an asset to Blanco as a nonprofit for a few years now. It would make sense to organize the efforts of this group instead as a committee under the city municipality. I have to guess this may open up funding opportunities through municipal grant qualifications. I fully support Blanco Wheels and Feet and their tireless efforts for the advancement of trails, pathways and sidewalks in this town. Walking on our streets is no longer safe.
- Debra Erickson, I support walkability in Blanco!
- Wayne and Martha Gosnell, For many years Wheels and Feet, in its several incarnations, has worked to make Blanco a more walker-friendly/bike-friendly town. Some progress has been made but much remains to be done. The proposal to create a General Transportation Planning and Advisory Commission, with a subcommittee focusing on Pedestrian and Alternative Transportation Modes, reporting to the Blanco City Council is excellent in that it will bring this vital work directly under the auspices of Blanco's City Government and elevate the volunteer work to official status. We urge Council to approve this proposal. Thank you.
- Marcella Murrah, Our city does not need ANY new committee until such time as your council members approve 100% of the funds required for street/pothole repair. Wheels and Feet has said they are giving up their 501c3 status in favor of becoming a City of Blanco committee. Now why would they do that, if not for expecting FUNDING from this council BY WAY OF OUR CITY TAXPAYERS? Was it too hard for them to raise their own funds? If so, shame on them. ALL of them. When you fail at something you don't beg to become a city committee to garner funds! First you PROVE you are capable of making progress and raising all the independent money that you need to prove your value!

And speaking of WHEELS, Our streets are TOP PRIORITY for the number one use of WHEELS in our town, which is Cars! Council members Thrailkill, Smith, and Swinson stopped the funding for fixing our streets. They voted NO, even when more than one way to fund the repairs was presented, contrary to Swinson's claim on Facebook yesterday. All three of them VOTED NO to repairing our streets. And yet if they are considering allowing this Wheels and Feet committee to become a reality then they're planning on allocating our tax dollars, whether now or in the future. Tax dollars that the majority of taxpayers have spoken LOUDLY in favor of using for street repairs. To add insult to injury Wheels and Feet is welcoming new members whether they live inside or OUTSIDE the city limits. Take a look on their FB page and confirm that for yourself. So, if our council members vote to have yet another committee when they can't/won't take care of our CURRENT NEEDS, then shame on them. Every. Single. One. I wish I could sign off "Respectfully yours" but instead I close with In Total Disgust.

- Dennis Arneson and Brenda Barnett, We support Blanco Wheels and Feet. However, we also support repairs to our city streets that are long overdue and should be a high priority.
- Ashley Sultemeier, As a homeschool mother of 2, and a family of 5, I was proud to hear of Blanco Wheels & Feet and their mission to make Blanco more walking accessible. As a family, hiking and enjoying our local state parks is our most favorite past time. Being able to walk our city to enjoy, or obtain our necessities, has always been a secret dream of mine and I am so proud this could be a possibility! I support Blanco Wheels & Feet. Let's make Blanco enjoyable for its residents too.
- Thom Byrom, As a current board member of Blanco Wheels and Feet I think that both the city, and our board, would benefit from BWF becoming an official committee. Please consider this when you vote. Thank y'all and God Bless!

Warren Escovy asked the Mayor Pro-Tem to consider moving Old Business Item 1 up to New Business Item 2. **A motion was made by Mayor Pro-Tem Thrailkill to move Old Business Item 1 up to New Business Item 2, Seconded by Council Member Smith, all in favor, motion carried unanimously.**

#### **Staff Presentations:**

- City Hall, Warren Escovy, City Administrator said in lieu of a staff presentation, Sasha Ricks, Finance Director will be presenting a check up on the finances.
- Police Department Chief Rubin discussed the October Monthly Report. Still active but County system has been down so no report this month. Currently at full staff, with the exception of one officer pending graduation from the academy, training is going well.

#### **Public Hearing Opened at 6:32 pm:**

1. Approval of Special Use Permit to allow Mobile Food Truck at 719 Main Street (Harrison Heirs, Blk 22 (North ½ of), 2.1627 acres, Blanco, Texas 78606, (Property Owner: Trinity Lutheran Church).
  - Hal Switzer, Vice President, Trinity Lutheran Church, spoke and urged council to approve the Special Use Permit. Ms. Crenshaw asked permission from the church to put the food truck on their parking lot and come to the council for approval. We view it as a positive small business for the city and outreach for the church.

They have had continual contact with Ms. Crenshaw throughout the process. He believes she currently has 30 day temporary permit. She has spent considerable money (over \$2,000) to get business started and put up electric pole. Planning & Zoning Commission recommended approval of the permit. The Church is in full support of the project.

- Breanna Crenshaw, owner of The Coffia Shop, spoke and shared concerns regarding the porta-potty, a big issue, the church has opened its doors to share its bathroom so the port a potty was removed and is no longer an issue. The idea for the coffee shop is to provide customers with low carb, low sugar, better, healthy options which are also convenient to pick up. Using Trinity Lutheran church lot and providing healthy options for the entire community. She grew up in Blanco and is well versed in nutrition. The aim is to create healthy learning for kids as well as the adults.

**The Public Hearing closed at 6:38 pm.**

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

1. Approval of Minutes from the October 10, 2023, Regular Meeting and Public Hearing.

**A motion was made by Council Member Swinson to approve the consent agenda item one as presented, seconded by Council Member Moses, all in favor, motion carried unanimously.**

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

1. Consideration, Discussion, and Take Possible Action on Approval of Special Use Permit to allow Mobile Food Truck at 719 Main Street (Harrison Heirs, Blk 22 (North ½ of), 2.1627 acres, Blanco, Texas 78606, (Property Owner: Trinity Lutheran Church). Council Member McClellan asked about the neighbors' concerns regarding the location. Glad the port-a-potty issue has been resolved. Warren said the Planning & Zoning Commission reviewed the location; this property is zoned R5. From all the comment letters received the majority are in favor. One opposition letter was received but has since rescinded her opposition. **A motion was made by Council Member Smith to approve the Special Use Permit to allow the Mobile Food Truck at 719 Main Street, Blanco, Texas, seconded by Council Member Moses, motion carried 4-1 with Council Member McClellan opposed.**
2. **(OB #1 moved to NB #2)** Consideration, Discussion and Take Possible Action on Approval of Concept Plan and Access Variance at 1566 Sunset Ridge/1072 FM 165 (Blanco ABS A0001 Survey 24 H. Eggleston Acres 319.20, ABS A0001 Survey 24 H. Eggleton Acres 37.5, and ABS A0094 Survey 6, Thomas J Callehan Acres 8.476), Blanco, Texas 78606, (Property Owner: Pharr Paradise Park, LLC). Warren Escovy spoke about property, concept plan of 627 acres in Blanco's ETJ to include all items on map including future residential and a variance to allow a portion of the entry way to Blanco River Ranch to be in the 100 year flood plain. Last month emergency access off Sunset Ridge was discussed and since then, have support of residents and emergency services has no concerns regarding this. This will be a positive project for the city to include 84 large single-family lots with 128 acres of commercial property in the front. Since the project is mainly in the ETJ the city has control over the plating and drainage. Council Members discussed.

Mr. Palmer spoke about the many ways he looked at to develop this property. Since he does not have access to city water/sewer he was told he needed 5 acre lots, county standard to use well/septic. Mr. Welch concern on 165 flood zone, take bridge (damn bridge) will be two ways, only one time since 2015 that could not access bridge, Heimer can also be used if water is an issue on the bridge. He listened to the council's request last month that residents requested to meet with Palmer to discuss issues. Since then, the issues have been resolved. Made more sense to use variance at sunset ridge than use the bridge to 165 which is in the floodplain. Heimer is a private road, it is caleche and will be maintained. The council discussed and Warren said tonight the council is just approving the concept plan and variance. At the time of final plat, the city will need to approve, as well as drainage/floodplain study and traffic impact study.

**A motion was made by Council Member Smith to approve the concept plan and access variance at 1566 Sunset Ridge/1072 FM 165, Blanco with the following provisions: 1) that all residential structures will be required to have a rainwater collection system and service the structure, 2) the agreed crash gate be installed and shown in the final plans, 3) that the Heimer Road secondary access, emergency access provide an all-weather surface, seconded by Council Member Moses (accepted by Mr. Palmer), motion carried 3-2 with Council Members Swinson and Thrailkill opposed.**

3. Consideration, Discussion and Take Possible Action to Dissolve the Highway 281 Task Force Created under Resolution 2022-R-005 and in lieu thereof create a General Transportation Planning and Advisory Committee and a related Subcommittee thereto focused on Pedestrian and Alternative Transportation Modes (Council Member Laura Swinson). Warren Escovy said the staff is in favor of the Transportation Committee with a Walkability Subcommittee to replace the Highway 281 Task Force. The council discussed the history of the former committee(s). Issues that would be resolved by becoming a city committee: 1) 80% of walkability is based on city policies, i.e. street design and building codes determine walkability, 2) sidewalks and city paths are built on city property and some of the grants will only be awarded to the city and you have to be part of the city to apply, 3) the city should directly represent people who cannot drive such as our youth and elderly residents. Mayor Pro-Tem Thrailkill asked Warren to schedule a meeting within the next 30 days. **A motion was made by Council Member Smith to rename the Highway 281 Task Force to the Transportation Planning and Advisory Committee and retaining those members of the original committee and also instruct them to set up a related Subcommittee for Pedestrian and Alternative Transportation Modes and the newly formed committee will agree to convene within the next 30 days, seconded by Council Member Swinson, motion carried 4-1 with Council Member Moses opposed.**
4. Consideration and Discussion (No Action) on YTD Financials and Budget versus Expenses Fiscal Year 2022-2023. Sasha Ricks, Finance Director gave a fourth quarter/end of the fiscal year presentation. The city finished the year at a loss of \$258,969.09 which was better than anticipated. She gave a general overview of the General Fund, Enterprise Fund, I&S Fund and comparisons of all. **No Action Taken.**

5. Consideration, Discussion, and Take Possible Action on Approval of Resolution 2023-R-014 Election-Blanco County Appraisal District Board of Directors 2024-2025. **A motion was made by Council Member McClellan to Approve Resolution 2023-R-014 Election-Blanco County Appraisal District Board of Directors 2024-2025, seconded by Council Member Moses, all in favor, motion carried unanimously.**
6. Consideration, Discussion, and Take Possible Action on Approval of Waiver of Water Disconnect Notices for the Months of November and December 2023. Warren discussed the city reviews this issue annually. Staff are asking to extend November disconnects to Nov. 29 or waive completely. In December staff are recommending waiving disconnects due to the holidays and staffing. **A motion was made by Council Member McClellan to waive water disconnects for the months of November and December 2023, seconded by Council Member Moses, all in favor, motion carried unanimously.**
7. Consideration, Discussion and Take Possible Action on Approval to Complete “land- only” as-is conventional appraisal at a cost not to exceed \$1,800.00 on City Surplus Property at Blanco Vista Estates, Lot 3 (9.43 Acres). Council Member Smith said he is in favor of selling the property and getting an appraisal but wants to understand what the funds will be used for and the method of disposal of the property. A motion was made by Council Member Smith to approve land only appraisal at a cost not to exceed \$1,800.00 on the 9.43 acres, with the following provisions 1) the sell equal to the appraised value be held in reserves to improve the city’s ability to bond (a better bond rating will be needed in the future to allow the city to continue to improve and address our existing infrastructure), any funds in excess of the appraised value may be utilized at the city council’s discretion, and 2) the method of the sale will be by solicitation of competitive sealed bids. Attorney Tuggey said this item is not posted for sale of property tonight and therefore Council Member Smith withdrew his motion. Council Member McClellan is reluctant to see the city sell its assets at this time. The council asked where will funds come from to pay for appraisal? **Council Member Smith made a motion to table item until next month when the council can discuss sale of property and disposition of funds, seconded by Council Member Swinson, motion carried 4-1 with Council Member Moses opposed.**
8. Consideration, Discussion and Possible Action to Authorize the City Administrator to draft and execute amendments to a) Third Amendment to Unimproved Property Contract; and b) Amendment to Escrow Agreement; each to allow for an extension of time from December 22, 2023 until June 22, 2024, in favor of the City of Blanco, to obtain if needed easement access on certain property described in such agreements from the Texas Dept of Parks & Wildlife. Attorney Tuggey said this relates to the Lift Station, to ensure the city has adequate time under an escrow agreement to obtain the \$50,000 now in escrow under the one year agreement signed last year. The city is to provide easement access across a piece of land. If the city is successful, the \$50,000 will be released to them. Mr. Tuggey is in communications with Texas Parks and Wildlife. An extension is recommended to allow the city enough time to obtain easement access. Council Member Smith recused himself. **A motion was made by Council Member McClellan to allow for an extension of time from December 22, 2023 until June 22, 2024, in favor of the City of Blanco, to obtain if needed easement access on certain property described in such agreements from the Texas Dept of Parks & Wildlife, seconded by Council Member Swinson, all in favor, motion carried unanimously with Council Member Smith recused from the vote.**



9. Consideration and Discussion (No Action) on Formation of Grants Committee. A committee to help look for new grants. **Council Member Moses directed the City Administrator to draft formation of a possible committee for the seeking of grants.**
10. Consideration, Discussion and Take Possible Action on Contract for City Administrator. Attorney Tuggey said this is an action item for previously discussed modifications to City Administrator's contract. **A motion was made by Council Member Swinson to approve the contract for City Administrator as amended, seconded by Council Member Smith, all in favor motion carried unanimously.**

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

1. Consideration, Discussion and Take Possible Action on Approval of Ordinance 2023-O-014 Amending Fee Schedule (Warren Escovy, City Administrator). The council discussed fee schedule revisions line by line. **A motion was made by Council Member Moses to approve ordinance 2023-O-014 the fee schedule as amended and provide the council with redline copy for review, seconded by Council Member Smith, all in favor, motion carried unanimously.**

**Closed regular meeting and convened into executive session at 8:48 pm.**

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

1. Texas Government Code Sections 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct; Consultation with City Attorney regarding Economic Development Project.
2. Texas Government Code Sections 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct; Confer with City Attorney regarding City Water Agreements with Texas Water Company
3. Texas Government Code Sections 551.071 (Consultation with City Attorney), 551.072 (Real Estate) and Section 1.05, Texas Disciplinary Rules of Professional Conduct; Confer with City Attorney regarding Pharr Paradise Utility Easement Agreement.
4. Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct. Confer with City Attorney regarding legal issues associated with the Water Treatment Plant Project; Bids, Contract. Award, and Notice to Proceed.
5. Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct. Confer with City Attorney regarding Pending Legal Matters.

**Closed executive session at 9:26 pm and convened into regular meeting.**

**No action taken as a result of the Executive Session.**

**Adjournment:**

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

**The meeting was adjourned at 9:26 pm.**

Respectfully submitted,

\_\_\_\_\_  
Rodney Thrailkill, Mayor Pro-Tem

ATTEST:

\_\_\_\_\_  
Laurie A. Cassidy, City Secretary

These minutes were approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**NEW BUSINESS**

**ITEM #1**



# City of Blanco

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

STAFF REPORT: 12/12/23

**DESCRIPTION:** A variance request from the 30' front building line and a 30' bl requirement for a side building line adjacent to ROW as per 5.3 of the Uniform Development Code (UDC) and Table 5.1. of the UDC.

**ANALYSIS:** Applicant has requested that his home be 15' from the ROW of Cedar Street (which would be considered the front of the home) and 10' from 9<sup>th</sup> street.

Applicant owns a home on 9<sup>th</sup> street which is zoned R-2 and is primarily a single family neighborhood. While the lot is .268 acres there are trees on the property which make the 30' front and side (facing 9<sup>th</sup>) and the 20' rear building line onerous. To keep the trees in the center of the property in tact the applicant is requesting a 15' building line in the front on Cedar street and a 10' on 9<sup>th</sup> Street.

Cedar Street has a 20' paved surface but the ROW extends so that the paved street is about 20' in front of the lot (which has a cyclone fence currently). A 15' building line would not make the house seem closer to the street than other homes in the neighborhood. A dual building line allowing 15' for the area with the home is fully justified by both an effort to save the trees and for the look and feel of the neighborhood.

The lot sides on to 9<sup>th</sup> street where the applicant is requesting a 10' building line instead of a 30'. For purposes of centering the lot and making the home look "in line" with the lot 10' setback would be appropriate. A 15' or 20' building line would probably be possible.

In review, the 15' front building line is justified off of Cedar Street. While a 10' building line on 9<sup>th</sup> would blend in with the neighborhood it appears possible that 15' or 20' building line could be adhered to. It may make the lot "off centered" but it does appear possible. **A "dual" building line allows for the encroachment of the house but no other encroachments will be allowed on the lot.**

**FISCAL IMPACT:** Infill is achieved with a new home on a residential lot. Single family home ad valorem tax instead of an empty lot



**RECOMMENDATION:** Planning and Zoning Commission recommends approval the dual building line for 15' on Cedar Street and a 10' building line on 9<sup>th</sup> Street.

BLANCO CODE

Table 5.1 Lot Standards

Zone District	Allowable Density (units/acre)	Min. Lot Area (sq')	Min. Lot Width	Min. Front Yard	Min. Back Yard	Setbacks	Min. Side Yard	Max. Building Height	Max. Lot Cover (%)	Maximum Impervious Cover (%)	Central Wastewater	On-Site Sewage
Residential												
Residential 1	1 unit/1 acre	32,500	100	40	25		15	35	25	30		25
Residential 2	3 units/acre	11,000	80	30	20		7.5	35	45	45		30
Residential 3	5 units/acre	6,500	60	20	10		5	35	50	50		30
Residential 4	20 units/acre	20,000	75	25	20		15	35	65	55		40
Residential 5	5 units/acre	6,500	60	20	10		10**	35	50	65		50
MH	8 units/acre	5,000	45	15	5		5	35	50	50		30
R (Existing)				25*	20		5	35				
Commercial			100	40	35		20	45		70		50
Industrial			100	40	35		20	45	35	75		55
Park			70	15	15		15	35		70		65
Agricultural	3 acres		200	35	30		20	35	25	25		20

SURVEY SHOWING A 0.268 ACRE TRACT OF LAND SITUATED IN THE HORACE EGGLESTON SURVEY NO. 24, ABSTRACT NO. 1, BLANCO COUNTY, TEXAS, BEING PART OF BLOCK NO. 9, CAGE AND BOON ADDITION RECORDED IN VOLUME 9, PAGE 376, DEED RECORDS, BLANCO COUNTY TEXAS AND AS SHOWN ON THE OFFICIAL MAP OF THE OFFICIAL MAP OF BLANCO, TEXAS, BLANCO COUNTY, TEXAS, BLANCO COUNTY, TEXAS, BLANCO COUNTY, TEXAS, PAGE 18, PLAT RECORDS, BLANCO COUNTY, TEXAS AND BEING ALL OF A CALLED 0.268 ACRE TRACT OF LAND RECORDED IN VOLUME 160, PAGE 194, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS AND A 0.03 ACRE TRACT OF LAND SITUATED IN THE HORACE EGGLESTON SURVEY NO. 24, ABSTRACT NO. 1, BLANCO COUNTY, TEXAS, BEING PART OF BLOCK NO. 9, CAGE AND BOON ADDITION RECORDED IN VOLUME 9, PAGE 376, DEED RECORDS, BLANCO COUNTY TEXAS AND AS SHOWN ON THE OFFICIAL MAP OF THE OFFICIAL MAP OF BLANCO, TEXAS, BLANCO COUNTY, TEXAS, BLANCO COUNTY, TEXAS, BLANCO COUNTY, TEXAS, PAGE 18, PLAT RECORDS, BLANCO COUNTY, TEXAS AND BEING ALL OF A CALLED 0.4 FEET BY 136.9 FEET STRIP OF LAND RECORDED IN VOLUME 160, PAGE 194, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS AND COMPRISED OF THE FOLLOWING APPARENT AREA OF CONFLICT WITH TRACT OF RECORD: 0.02 ACRE, MORE OR LESS, IN CONFLICT WITH A CALLED 0.267 ACRE TRACT OF LAND RECORDED IN VOLUME 145, PAGE 502, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS

**GENERAL SURVEY NOTES**

- 1) BASE OF BEARINGS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
- 2) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY ALAMO TITLE INSURANCE COMPANY, 1001 FORT WORTH AVENUE, FORT WORTH, TEXAS 76102, DATED 08/21/2021, REFERENCE TO THE TITLE COMMITMENT IS MADE AND IS SUBJECT TO ALL TERMS, CONDITIONS, LIMITS, EXCLUSIONS, ENDORSEMENTS, SETBACKS, RESTRICTIONS, COVENANTS, ZONING OR LAND USE REGULATIONS, EASEMENTS, ETC. STIPULATED THEREIN (SEE ATTACHED TITLE).
- 3) ALL BUILDING SETBACK LINES, RECORDS, UNRECORDED EASEMENTS, UNRECORDED COVENANTS, CONDITIONS AND RESTRICTIONS, ZONING ORDINANCES AND ALL OTHER RECORDS, UNRECORDED EASEMENTS, UNRECORDED COVENANTS, CONDITIONS AND RESTRICTIONS, CONTRACTOR CONTROL COMMITTEE, LANDOWNER, DEVELOPER, ARCHITECTURAL AND/OR CONTROLLING GOVERNMENTAL JURISDICTION BEFORE ANY CONSTRUCTION OR RESTRICTIONS ARE APPLIED TO THE TRACT. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS AND HAS NOT RESEARCHED ANY RECORDS OR RESTRICTIONS.
- 4) ONLY APPARENT UTILITIES WERE LOCATED, SHOWN AND IDENTIFIED TO THE BEST OF THE SURVEYOR'S KNOWLEDGE AND BELIEF. THE SURVEYOR DOES NOT GUARANTEE THE LOCATION, DEPTH, OR CONDITION OF ANY UNDERGROUND UTILITIES. FOR INFORMATION REGARDING UTILITIES PLEASE CONTACT THE APPROPRIATE UTILITY COMPANY. THE SURVEYOR HAS NOT RESEARCHED ANY RECORDS OR RESTRICTIONS.
- 5) ALIQUOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY. 0.1 A METER AND BOUNDS DESCRIPTION WAS PREPARED BY SEPARATE DOCUMENT.



- LEGEND**
- RECORDED CALL
  - 1/2" IRON ROD W/ A YELLOW "X" OR PLASTIC CAP
  - FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
  - FOUND 1" IRON PIPE
  - CALCULATED POINT
  - FOUND WOOD NAIL
  - WATER METER
  - PROPANE TANK
  - SHARPLY SERRATED MARKER
  - CHAIN-LINK FENCE

**SCHEDULE B RECORDED EXCEPTION DOCUMENTS**  
 SCHEDULE B RECORDED EXCEPTION DOCUMENTS ARE NOT REVIEWED BY SURVEYOR. SEE TITLE COMMITMENT FOR A FULL COMPLETE LIST OF EXCEPTIONS AND/OR RECORD DOCUMENT FOR MORE DETAILED INFORMATION OF THE DOCUMENTS LISTED ABOVE OR IN SCHEDULE B OF TITLE COMMITMENT.

BENNIE GREAT-HOUSE  
 CALLED 0.267 ACRES  
 VOL. 427 PG. 461  
 OFFICIAL PUBLIC RECORDS  
 (R2)

BLOCK NO. 9  
 CAGE AND BOON ADDITION

AT LEFT A CHAIN-LINK FENCE POST FOUND 0.35' LEFT OF LINE

STONE BUILDING

THOMAS A. WEIR  
 VOL. 138 PG. 64  
 DEED RECORDS  
 (R4)

MICHAEL LYNN SMITH  
 AND CLAUDIA KAYE SMITH  
 CALLED 0.267 ACRES  
 VOL. 145 PG. 502  
 DEED RECORDS  
 (R3)

WOOD BUILDING

WOOD BUILDING

WOOD BUILDING

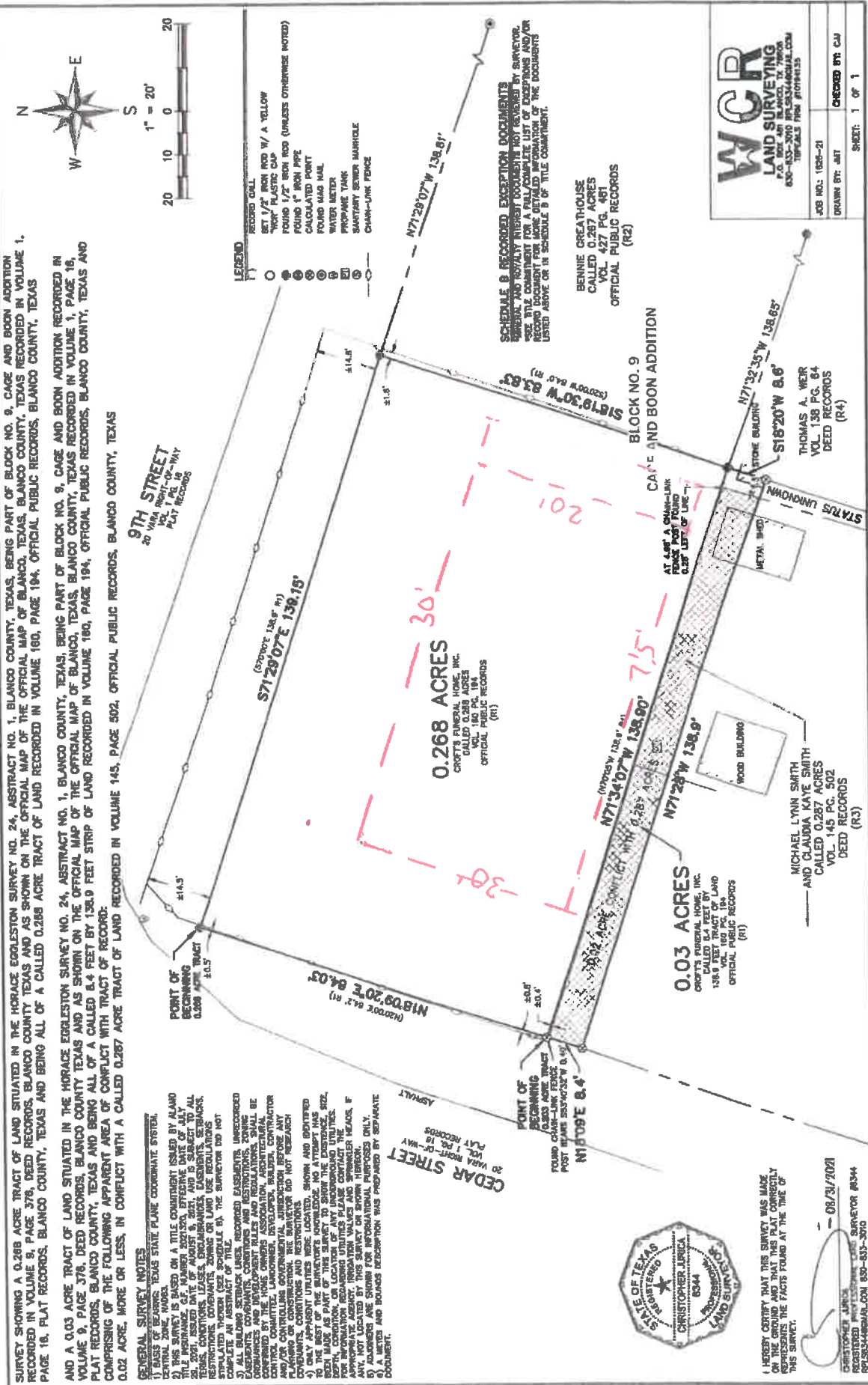


JOB NO.: 1008-21  
 DRAWN BY: JMT  
 CHECKED BY: CAJ  
 SHEET: 1 OF 1



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

— 08/31/2021  
 CHRISTOPHER JURICA  
 REGISTERED PROFESSIONAL SURVEYOR #3544  
 PLS3544@earthlink.net 817-335-3000



12/1/23, 8:33 AM

800 Cedar St - Google Maps

# Google Maps 800 Cedar St



Blanco, Texas

Google Street View

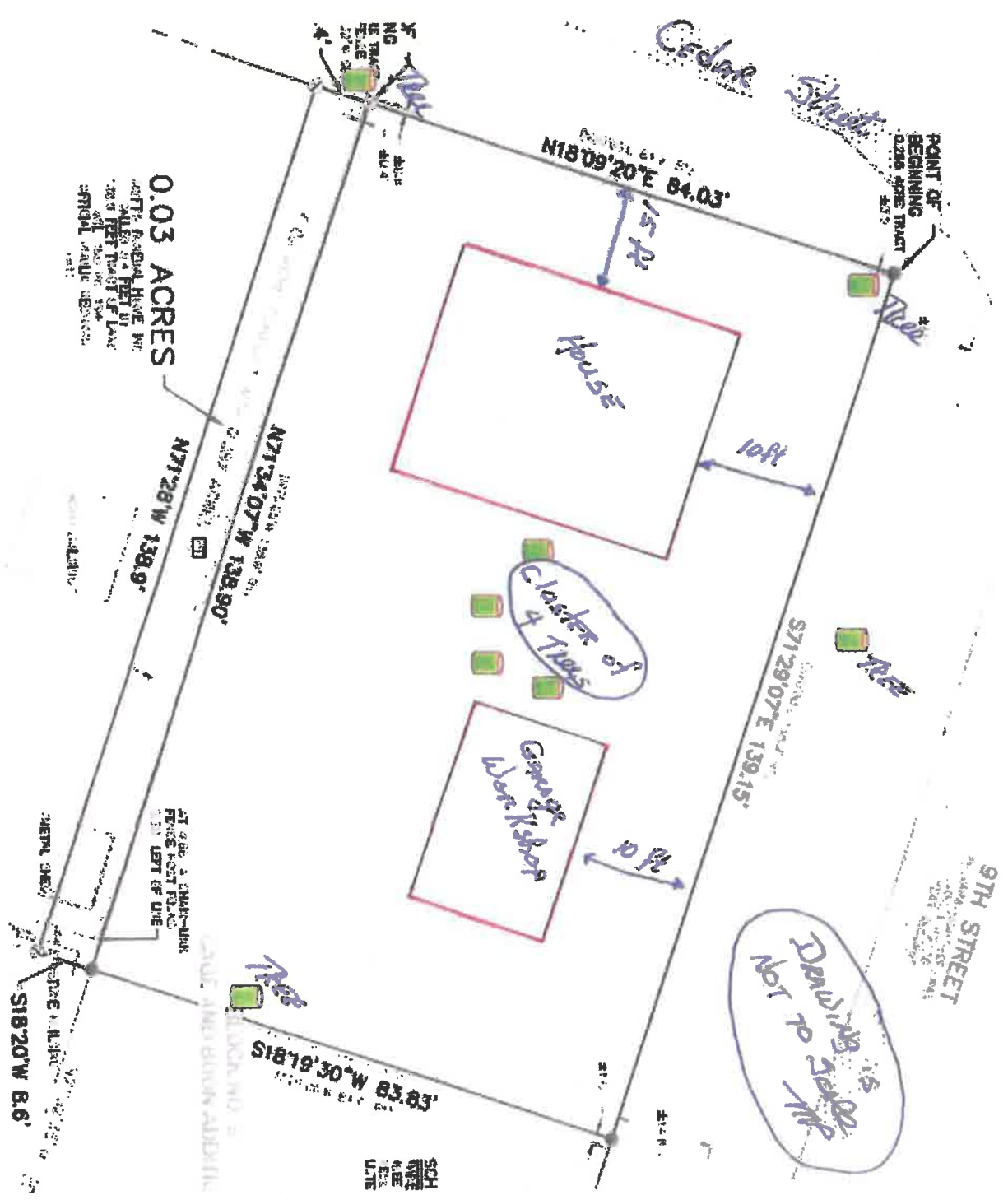
Jun 2011

See more dates

Image capture: Jun 2011 © 2023 Google

Oakidge Dr  
 Lazy Creek Ln  
 Elm St  
**Blanco County**  
**Inn & Guesthouses**





**City of Blanco  
Application for Variance Request/Special Use permit**

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

Property owner's full legal name: <u>Michael D. Pettit &amp; Patricia J. Pettit</u>		
Property owner's mailing Address: <u>400 Rummel Dr</u>		
City: <u>Kyle</u>	State: <u>Tx</u>	Zip Code: <u>78640</u>
Home Phone: <u>- Cell</u>	Work Phone: <u>830-330-2026</u>	Cell: <u>970-231-9505</u>
Email Address: <u>mdpettit85@gmail.com</u>		

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

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

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

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

**4. Additional Information Required Of Business Entities Only:**

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

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

Not Applicable. The Company is serving as the Applicant.

**5. Owner's / Applicant's Certification**

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

Signature: *Michael Pettit*  
 Date: NOVEMBER 6, 2023  
 Printed Name: Michael Pettit

**COPY**

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

<b>1. Owner Information:</b>
Property Owner's Full Legal Name: <i>Michael D. Pettit &amp; Patricia J. Pettit</i>

<b>2. Property Information (the property or tract for which this application has been submitted.)</b>				
911 street address of property (if established) <i>919 9th St</i>				
Legal Description: <i>0.268 Acres</i>				
Lot: <i>NW</i>	Block: <i>9</i>	Subdivision: <i>CAGE &amp; BOONE</i>	Sec:	Phase:
If not located in Subdivision: Survey:				
Abstract: <i>SB0005</i>			Recorded (Vol/Page)	

**3. Type of Variance being requested**

1. Sign
2. Building setback
3. Administrative
4. Special Use
5. Other (please Explain) \_\_\_\_\_

**All Applicants Complete the Following:**

Ordinance and section being appealed	Requirements of Regulation	Variance Sought from requirements
<i>Chap 5 - Subdivision and Land Development Section 5.4 Lot Standards</i>	<i>R-2 minimum FRONT YARD Setbacks 30 feet</i>	<i>REQUESTING a <sup>15</sup> ft setback for front yard.</i>
<i>SECTION 5.4 (4) SETBACK MEASUREMENTS (6) CORNER LOTS</i>	<i>→ SIDE YARD SETBACKS SHALL BE SAME AS FRONT YARD. 30 FT R2</i>	<i>Requesting a <sup>10</sup> Foot SET BACK for side yard ON CORNER lot.</i>

**Hardship Findings (attach additional sheets if necessary):**

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

The property has multiple mature trees. Four of the trees are clustered in the middle of the property. The plan to build requires a VARIANCE in order to protect and conserve the trees.

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

With the cluster of 4 trees in the center of the property it would be impossible to build even a small home with these setbacks without cutting the trees down.

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

Saving these trees would NOT be detrimental to the public. Cutting the trees would be detrimental to the area which is heavily treed.

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

Applicant purchased property largely because of the trees, only to find out with these setbacks, even a small house could not be built without cutting the trees.

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

This property has sat vacant for years. Variance allow a build of a small home while saving the trees. It also allows for garden in back of property with rainwater retention system.

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

1. SURVEY of property at CORNER of Cedar St and 9th Street.
2. AERIAL view of property - showing approximate position of home.
3. WIDER view of surrounding area
4. Outline of property with home, garage & trees footprint.
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

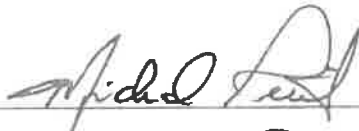
9.

**Owner's/ Applicant's Certification:**

I hereby certify and agree to the following:

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

Signature: \_\_\_\_\_



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

Michael Pettit

Date \_\_\_\_\_

Nov 6, 2023

**Required Documents for Variance Submittal**

1. Legal description and plat of subject site.

Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper, not letterhead, or the subdivision name with lot and block number.

2. Map, clearly showing the site in relation to the adjacent streets and distance to the nearest thoroughfare.
3. Names and Addresses of legal property owners within 200 feet of the block or parcel (this can be obtained at the Blanco County Appraisal District located at 615 Nugent Ave. Johnson City, TX 78636. (830) 838-4013.)
4. A completed application. ~~840~~ 8.53
5. A filing fee of \$750.00 plus ~~\$758~~ per property owner within 200 feet.

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

### **HOW THE PROCESS WORKS**

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

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

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

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

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

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

Dec 4, 2023 at 6:00 p.m. at the Byars Building located at 308 Pecan Street, Blanco TX.

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

Dec 12, 2023 at 6:00 p.m. at the Byars Building located at 308 Pecan Street, Blanco TX.

# CITY OF BLANCO

## ADDRESS ASSIGNMENT FORM

DATE: 11/7/23

NAME: Michael & Patricia Pettit

970-231-9505

PH#: ~~830-330-2020~~

PROPERTY DESCRIPTION:

Cage & Boone, lot NW, Block 9  
0.268 Acres

ADDRESS TO LEFT: 821 Mesquite

ADDRESS TO RIGHT: 1021 9th Street

NEW ADDRESS ASSIGNED: 919 9th Street

6542

75

Greenlawn Pkwy

5975

8499

2938

CRAFT F.H.

916 Mesquite Vest

2937

5359

13058

64

87891

88194

1479

84303

4370

5105

4371

Rodgers  
Cherry  
15371

1021 9th St.  
Rodgers  
15371

8th St

Pettit  
13524

821 Mesquite

Mesquite St

919 9th St.

12001

817 9th St.

Cherry St

6556

Cedar St

11986

5020

2184

7073

9633

12347

2655

525

8th St

14155

4697

4401

1821

51







9TH STREET

POINT OF BEGINNING  
0.286 ACRE TRACT

Cedar Street

571 29'07"E 139.15'

N18°09'20"E 84.03'

S18°19'30"W 83.83'

BLOCK NO. 9  
CAGE AND BOON ADDITIC

S18°20'W 8.6'

AT 1 1/2" & CHAIN-LINK  
FENCE POST FOUND  
0.02' LEFT OF LINE

N71°34'07"W 138.90'

N71°28'W 138.8'

0.03 ACRES

30 FT. RINDAL HUNE IN  
CALLS 1/2" & FEET BY  
0.02' FEET TRACT OF LAND  
WILL TRACT OF LAND  
OFFICIAL SURVEY RECORD

15 ft  
set back

15 ft  
set back

15 ft  
set back

Garage  
Cluster of 4 Trees

Home

SOIL TYPE  
USDA  
SLOPE  
USDA

NO  
IF TRACT  
FENCE  
LINE

0.02 ACRE TRACT OF LAND  
0.02' LEFT OF LINE

METL PILE

METL PILE

MOB

MOB

MOB

MOB



**NEW BUSINESS**

**ITEM #2**



# City of Blanco

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

12-12-23

STAFF REPORT: Lift Station progress

DESCRIPTION: Complete re-design of the lift station to meet TCEQ standards including moving facility out of the flood plain

**ANALYSIS:**

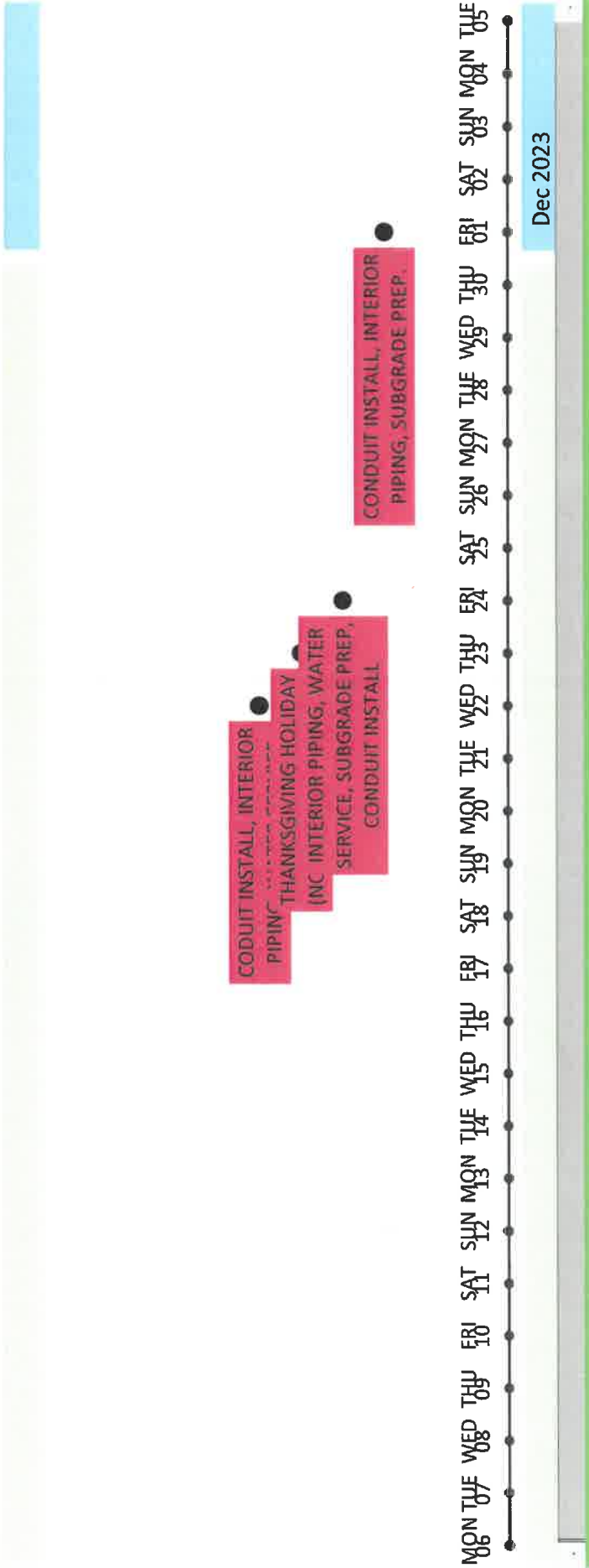
1. Contract with M&C Fonseca ends on December 31<sup>st</sup>
2. Their own timeline shows and ending date of January 12, 2024
3. 2020 TDA Grant of \$300,000 expires on January 30, 2024. We have asked our grant writer to file a 60 day extension.
4. Staff has requested updated timeline and better accounting of project benchmarks.

It is the hope of City Administration that the construction work is completed by both the contract date with M&C Fonseca and that lift station meets all requirements as requested. No formal request has been made to Administration in regards to an extension of the project deadline.

**FISCAL IMPACT:**

**RECOMMENDATION:** Review and provide Staff guidance.

# PROJECT TIMELINE



**ENTER START DATE:** 11/6/2023

ACTIVITY	START	END	NOTES
Coduit Install, Interior Piping, Water Service	11/20/2023	11/22/2023	M&C to Continue Water Service and begin Interior Piping for Wet Well and Vault. TNT to cont. conduit install.
<b>THANKSGIVING HOLIDAY (NO WORK PERFORMED)</b>	<b>11/23/2023</b>	<b>11/23/2023</b>	<b>THANKSGIVING HOLIDAY</b>
Interior Piping, Water Service, Subgrade Prep, Conduit Install	11/24/2023	11/24/2023	M&C to Cont. Wet Well Piping, <b>COMPLETE</b> Water Service install and begin Subgrade Prep around WW & Vault. TNT to cont. conduit install.
Conduit Install, Interior Piping, Subgrade Prep.	11/27/2023	12/1/2023	M&C to Cont. Wet Well Piping, Cont. Subgrade Prep around WW & Vault. TNT to <b>COMPLETE</b> conduit install.
Concrete, Electrical Install	12/4/2023	12/8/2023	M&C to begin concrete work for LS. TNT to begin electrical Racks/Panels

ACTIVITY	START	END	NOTES
Fencing, Crane, Tie-In's, Electrical Install, Power Pole	12/11/2023	12/15/2023	M&C to begin fencing, crane install, prep for remaining tie-in's. TNT to cont. on electrical panels. PEC to begin on Power Pole install.
Fencing, Tie-In, Electrical Install	12/18/2023	12/22/2023	M&C to cont. fencing & tie-in to FM. TNT & Zone to cont. electrical panel install.
<b>CHRISTMAS HOLIDAY (NO WORK PERFORMED)</b>	<b>12/25/2023</b>	<b>12/25/2023</b>	<b>CHRISTMAS HOLIDAY</b>
Fencing, Dirt work, Equipment Testing	12/26/2023	12/29/2023	M&C to cont. fencing & begin dirt work outside of LS. TNT & Zone to test electrical equipment.
<b>NEW YEARS DAY (NO WORK PERFORMED)</b>	<b>1/1/2024</b>	<b>1/1/2024</b>	<b>NEW YEARS DAY</b>
Tie-In, Start-Up, Power Switch Over	1/2/2024	1/5/2024	M&C to begin Sewer tie-in. TNT & Zone to begin Start-up. PEC to switch power over.
Punch List	1/8/2024	1/12/2024	Begin and Complete Punch List Itmes.

Submittal No.	Submittal Name	Responsible Contractor/(Subcontractor)	RECEIVED BY BEFCO	BEFCO sent to SK Engineering	Reviewer(s)	Comments	Date sent back to Contractor for Comment/Resubmittal	Date Approval E-mail to City & Contractor	Approved / Rejected	Notes
1	Generator and Automatic Transfer Switch	(Trac N Troi)	3/8/2023	3/8/2023	SK Engineering - Anthony Goodson Jr. (BEFCO Electrical Eng. Subconsultant)	Approved but ATS needs to be NEMA 4XSS Enclosure. Sent to City/City Engineer on 3/31/23 for review & approval. After hearing from City Engineer on 4/19/23 that they only wanted to be copied as courtesy, unless changes/updates needed to be communicated, approval e-mails started flowing out from BEFCO to Contractor	3/9/23-Sent back to Contractor to provide 48-hr fuel tank and NEMA 4XSS ATS enclosure.	3/31/23 to City and 4/19/23 to City/Contractor	X	
2	Ductile Iron Pipe Lining	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
3	Ductile Iron Fittings	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
4	Joint Restraint Devices	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
5	Gate Valve and Check Valve	M&C Fonseca	3/8/2023		Bradley Loehr, PE		Resubmittal received on 5/3/23, rejected as check valve shall have	5/31/2023	X	
6	Resilient Seated Gate Valve	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
7	Yard Hydrant	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
8	Gray Iron Castings	M&C Fonseca	3/8/2023		Bradley Loehr, PE		Deleted from submittals - Not required for project	N/A	X	
9	Ball Valve	M&C Fonseca	3/8/2023		Bradley Loehr, PE		Pipe supports, if required, shall be stainless steel	5/31/2023	X	
10	Saddles and Support Kits	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
11	Brass Goods	M&C Fonseca	3/8/2023		Bradley Loehr, PE			N/A	X	
12	Copper Tubing	M&C Fonseca	3/8/2023		Bradley Loehr, PE	Several e-mails and phone calls with M&C Fonseca regarding fittings, valves and other items on Submittals 7-26 as they were all submitted at one time. Questions/concerns included	Deleted from submittals - Not required for project	5/31/2023	X	
13	Meter Boxes	M&C Fonseca	3/8/2023		Bradley Loehr, PE	availability/lead times for certain fittings, valve types, etc. We were finally able to set up a call on 4/19/23. BEFCO followed up with M&C Fonseca if their supplier resisting submittals or checking on lead times. By that time, all material issues with the exception of 1-2 items were alleviated toward end of April 2023. Approval by e-mail to City/Contractor on 5/31/23 including Drop box file link for submittals due to file size.		5/31/2023	X	
14	Flanged Ductile Iron Ounce	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
15	Sch. 40 Pipe & Fittings	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
16	Sch. 80 Pipe	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
17	Sch. 80 Fittings	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
18	Air Release Valve	M&C Fonseca	3/8/2023		Bradley Loehr, PE		Approved but shall be equipped with backflap attachment and blowoff valve	5/31/2023	X	
19	Flanged Coupling Adapters	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
20	PVC Gravity Sewer Pipe	M&C Fonseca	3/8/2023		Bradley Loehr, PE		Approved, but note that 8" Force Main will be C-900 DR-18 PVC in lieu of D-2241 according to Leo with M&C Fonseca	5/31/2023	X	
21	Tracer Tape & Wire	M&C Fonseca	3/8/2023		Bradley Loehr, PE		Approved but warning tape will be 6" in lieu of 3" width as that width is readily available	5/31/2023	X	
22	Wastewater PVC Fittings	M&C Fonseca	3/8/2023		Bradley Loehr, PE		Approved, but only for piping for Manhole Drop and not the force main	5/31/2023	X	
23	Manhole Casting Set	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
24	Concrete Manhole Sections (Coshield)	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
25	Manhole Seals	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
26	Pipe to Manhole Connectors	M&C Fonseca	3/8/2023		Bradley Loehr, PE			5/31/2023	X	
27	Lighting & Gear	(Trac N Troi)	3/8/2023		SK Engineering - Anthony Goodson Jr.	Main Service Disconnect has 400 A Rating. Eng. Drawings only requires 200 A. Send to City/City Engineering on 3/31/23 for review & approval. Danson with Miramark notified BEFCO of Binos's Dark Sky Ordinance. Need ordinance from City on 4/20/23 and sent to 3 Kennedy Eng (SKE) same day. SKE responded on 4/20/23 that 2 lighting fixtures that had to be followed up with Chit Algo of Trac N Troi on 5/22/23 to ensure that they understood Dark Sky Ordinance and need to revise lighting fixtures/installation.	Approved subject to using Sch. 40 electrical conduit only, not Sch. 80	3/31/23 to City and 4/24/23 to City/Contractor	X	
28	Wet Well	M&C Fonseca	3/22/2023	N/A	Bradley Loehr, PE	Original drawings required 21" base and top sections. Capital Pre-Cast max thickness for pre-cast forms are 24" for base and 12" for top. Base shall be a monolithic pour with the bottom wall section. Walls are 9" thick. Proposed structure meets ASHSTO H20 loading and BEFCO verified buoyancy calculations. Coshield Microbial Induced Corrosion (MIC) will be incorporated per City Engineer request. Received letter dated 4/4/23 from Nucor Steel Texas provided to Capital Pre-Cast verifies rebar for wet well complies with Build America, Buy America (BABAA) Act		3/31/2023	X	
29	Access Hatches	M&C Fonseca			Bradley Loehr, PE		3/31/23 Sent to Contractor-Hatch needs means to lock	3/31/2023	X	
29.2	Access Hatches	M&C Fonseca	4/4/2023		Bradley Loehr, PE	Not sure why same access hatches were submitted again as they were approved under submittal 29 & 307. Jordan e-mailed me on 5/31/23 asking if I've had chance to review hatch submittals, I thought they were already approved with notes on 3/31/23.		5/31/2023	X	



Submittal No.	Submittal Name	Responsible Contractor/(Subcontractor)	RECEIVED by BEFCO	BEFCO sent to SK Engineering	Reviewer(s)	Comments	Date sent back to Contractor for Comment/Resubmittal	Data Approval E-mail to City & Contractor	Approved	Revised / Re-sub	Revised
30	Sulzer Submersible Pumps and Control Panel with VFD	M&C Fonseca	3/22/2023	3/22/2023	Bradley Loehr, PE and SK Engineering - Anthony Goodson Jr.		3/30/2023-Control Panel needs 50 Hp Across-the-Line Bypass should VFD fail and AC unit needs to be on the west side of panel away from wet well. Discuss need to raise concrete pad for electrical rack to get control panels above 2015 Blanco River Floodline Elevation. Pumps and Associated Equipment-Need for SS guide rails, hard iron impeller/wear ring/volute and include optional cooling system, seal, thermal protection, mechanical seal protection system, seal failure early warning system and upper bearings be insulated. Hatch for valve vault should be 60" x 72", in lieu of 48" x 72".	3/30/2023			X
30-Resubmittal	Sulzer Submersible Pumps and Control Panel with VFD		5/9/2023		Bradley Loehr, PE and SK Engineering - Anthony Goodson Jr.	Pump and Motor equipped with Optional Cooling System, Thermal Protection, Mechanical Seal Protection and Seal Failure Early Warning System. Control Panel AC Unit shall be on west side furthest away from River. Control Panel shall have 18" legs and bottom of panel shall be at Elev. 1308.1' or higher. Access Hatch covers were approved by previous e-mails on 3/31/23 & 5/31/23	5/12/23 Sent to City for Inframark to review Control Panel front panel layout from an operator's perspective. Inframark responded same day that panel looks good. 6/1/23 received memo from SKE regarding Pump Control Panel approval. 7/24/23 checked with Contractor regarding pump status, reported as "September or further, access hatches 8/22/23. Station Controls 11/23 working to improve lead time." 9/20/23 checked with Contractor on pump status, reported as "Pump/wet well accessories shipping 10/5 from Esley SC, control panel in late Nov." 10/12/23 checked on Contractor after concrete raised that pumps are still in Sweden and not being complete by 12/31/23, responded on 10/16/23 that "going to study layout on electrical and concrete pads to get as much done as they can." BEFCO requested construction schedule by e-mail on 10/16/23.	5/12/23 to City and 5/31/23 to City & Contractor		X	
31	Access Hatches (Repeat)	M&C Fonseca	3/23/2023		Bradley Loehr, PE	Not sure why same access hatches were submitted again as they were approved under submittal 29 & 30?	Disregard this Submittal	N/A			X
32	Lift Station RTU (SCADA)	(Trac N Tro)	3/24/2023	3/24/2023	SK Engineering - Anthony Goodson Jr.		4/3/2023 - Wrong battery backup, No spare space in RTU-Specs require 25% spare space				
33	Conduit and Wire	(Trac N Tro)	3/27/23	3/28/2023	SK Engineering - Anthony Goodson Jr.	Sch. 80 PVC Conduit not permitted, should be Sch. 40. Sent to City/City Engineer on 4/3/23 for review & approval. Followed up with City/City Engineer on 4/19/23. Heard from City Engineer that BEFCO needs to only copy them on approved submittals as a courtesy, Ardurra input only needed if deviation from original plans/specs	4/3/23 to City and 4/19/23 to City/Contractor			X	
34	Sand Bedding	M&C Fonseca	4/3/2023		Bradley Loehr, PE	Not sure why this one took so long to approve as there were no comments, must have forgotten about		5/31/2023	X		
35	Spool Pieces, including SS Wet Well Piping	M&C Fonseca	5/12/2023	N/A	Bradley Loehr, PE	Received resubmittal on 5/16/23. Send e-mail to M&C Fonseca on 5/17/23 with a few more questions.		5/31/2023	X		
36	Lift Crane	M&C Fonseca	6/20/2023		Bradley Loehr, PE	Not sure why this one took so long, but know I was in a busy period in late June 2023 as I had just got back from vacation and before I left on Church Youth Trip in mid-July. E-mailed Contractor some anchor bolt questions on 7/27/23. Talked with Leo on 8/16/23 and he confirmed 18" anchor bolts with 90-degree blends on ends to be set by M&C Fonseca		8/16/2023	X		

**AMENDING PLAT OF LOT 4AA & LOT 4B,  
RIVER PARK ESTABLISHING  
LOT 4AAA & Lot  
4BA RIVER PARK**

AMENDING PLAT OF LOT 4AA & LOT 4B, RIVER PARK  
SUBDIVISION RECORDED IN VOLUME 3, PAGE 400,  
PLAT RECORDS, BLANCO COUNTY, TEXAS.

- Notes:**
- Bearings Based on NAD83, Texas Central Zone (4203).
  - An overlap exists between the Blanco State Park as recorded in Volume 1, Page 16, Plat Records, Blanco County, Texas, and the original deed of the parent tract recorded in Volume 69, Page 347, Deed Records, Blanco County, Texas. According to letter dated June 6, 2018, signed by Ethan A. Belleck, Park Superintendent, the Texas Parks and Wildlife Department agents have "concluded that the TPWWD does not own the area in question." Survey has been revised to reflect the Superintendent's letter as noted on Amending Plat recorded in Volume 3, Page 216, Plat Records, Blanco County, Texas.
  - Per the Mayor of the City of Blanco, 5th Street as it crosses Lot 4, River Park Does Not Exist as noted on Amending Plat recorded in Volume 3, Page 216, Plat Records, Blanco County, Texas.

**Flood Statement:**  
Current Flood Insurance Rate Map (FIRM) No. 480910010C, dated February 08, 1991, indicates the property is located in Zone X. Zone X is outside 500 year floodplains and Special Flood Hazard Areas (SFHAs) Zone A. No Base Flood Elevations determined. As may have been amended by Letter of Map Change, Case No. 01-06-1411P, no record found of Blanco County adopting map change.

STATE OF TEXAS,  
COUNTY OF BLANCO.

I, MARION RUTH BOLTON, RPLS, HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARD SET FORTH BY THE TEXAS SURVEYING BOARD. I AM A PROFESSIONAL LAND SURVEYOR AND AM EMPLOYED BY RICKMAN LAND SURVEYING UNDER MY SUPERVISION.



MARION RUTH BOLTON  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4727

WE HERBY CERTIFY THAT THIS PLAT HAS BEEN DULY APPROVED TO THE CITY OF BLANCO AND AUTHORIZED ITS APPROVAL TO BE RECORDED IN THE COUNTY PLAT RECORDS OF BLANCO COUNTY, TEXAS.

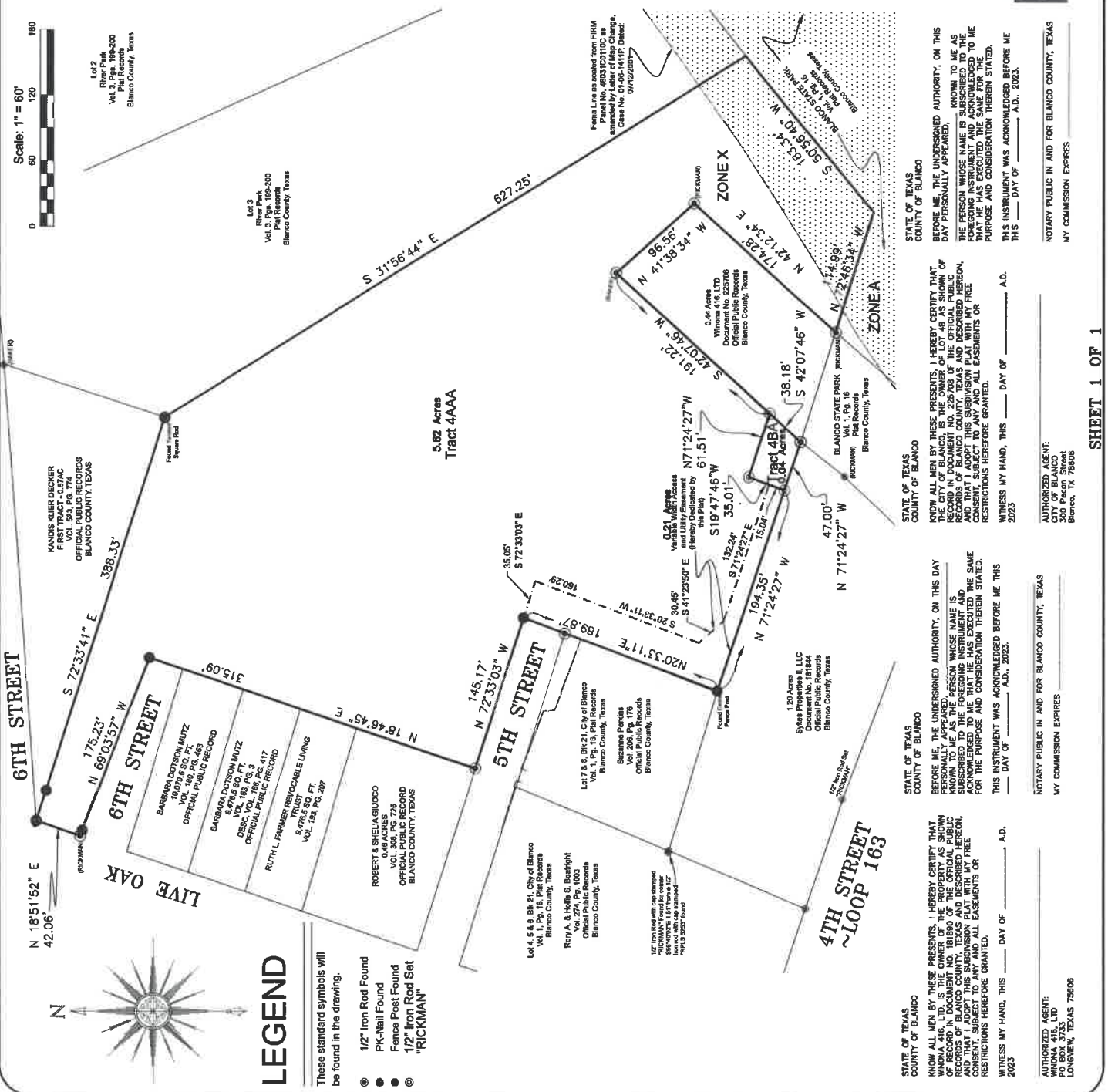
MAYOR: \_\_\_\_\_

CITY CLERK: \_\_\_\_\_

SPACE INTENTIONALLY LEFT BLANK FOR  
BLANCO COUNTY'S RECORDING PURPOSES



TBR'S FORM NO. 104919-00  
419 BIG BEND  
CANYON LANE, TEXAS 78133  
PHONE (800) 697-6777  
WWW.RICKMANLANDSURVEYING.COM



Lot 2  
River Park  
Vol. 19, Pg. 194-200  
Plat Records  
Blanco County, Texas

Lot 3  
River Park  
Vol. 3, Pg. 199-200  
Plat Records  
Blanco County, Texas

Point Line as recorded from FIRM  
Case No. 01-06-1411P, dated  
07/12/2018

STATE OF TEXAS  
COUNTY OF BLANCO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS  
DAY PERSONALLY APPEARED, KNOWN TO ME AS  
THE PERSON WHOSE NAME IS SHOWN ON THE  
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO THE  
PURPOSE AND CONSIDERATION THEREIN STATED.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_ DAY OF \_\_\_ A.D., 2023.

STATE OF TEXAS  
COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS, I HEREBY CERTIFY THAT  
THE CITY OF BLANCO, IS THE OWNER OF LOT 4B AS SHOWN OF  
RECORDS OF BLANCO COUNTY, TEXAS AND DESCRIBED HEREON,  
AND THAT I ADOPT THIS SUBDIVISION PLAT WITH MY FREE  
CONSENT, SUBJECT TO ALL EASEMENTS OR  
RESTRICTIONS HEREBY GRANTED.

WITNESS MY HAND, THIS \_\_\_ DAY OF \_\_\_ A.D.,  
2023.

STATE OF TEXAS  
COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS, I HEREBY CERTIFY THAT  
THE CITY OF BLANCO, IS THE OWNER OF LOT 4A AS SHOWN OF  
RECORDS OF BLANCO COUNTY, TEXAS AND DESCRIBED HEREON,  
AND THAT I ADOPT THIS SUBDIVISION PLAT WITH MY FREE  
CONSENT, SUBJECT TO ALL EASEMENTS OR  
RESTRICTIONS HEREBY GRANTED.

WITNESS MY HAND, THIS \_\_\_ DAY OF \_\_\_ A.D.,  
2023.

STATE OF TEXAS  
COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS, I HEREBY CERTIFY THAT  
WINONA 416, LTD, IS THE OWNER OF THE PROPERTY AS SHOWN  
ON RECORDS OF BLANCO COUNTY, TEXAS AND DESCRIBED HEREON,  
AND THAT I ADOPT THIS SUBDIVISION PLAT WITH MY FREE  
CONSENT, SUBJECT TO ALL EASEMENTS OR  
RESTRICTIONS HEREBY GRANTED.

WITNESS MY HAND, THIS \_\_\_ DAY OF \_\_\_ A.D.,  
2023.

NOTARY PUBLIC IN AND FOR BLANCO COUNTY, TEXAS  
MY COMMISSION EXPIRES \_\_\_\_\_

AUTHORIZED AGENT:  
CITY OF BLANCO  
300 Pechin Street  
Blanco, TX 78606

NOTARY PUBLIC IN AND FOR BLANCO COUNTY, TEXAS  
MY COMMISSION EXPIRES \_\_\_\_\_

AUTHORIZED AGENT:  
WINONA 416, LTD  
17777  
LONGVIEW, TEXAS 75606

**NEW BUSINESS**

**ITEM #3**



PERFORMANCE GUARANTEE CONTRACT

Contract No.: \_\_\_\_\_

This PERFORMANCE GUARANTEE CONTRACT (the "Contract" or "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Performance Services of Texas, Inc. ("PSI") and \_\_\_\_\_ ("Owner"), concerning the following:

Owner: \_\_\_\_\_  
\_\_\_\_\_

Qualified Provider/  
Contractor: Performance Services of Texas, Inc.  
801 E. Old Settlers Blvd., Suite 100  
Round Rock, TX 78664

Project: AMI Water Meter Conversion

Scope of Work: PSI proposes to provide project management services and a performance guarantee associated with implementation of an Advanced Metering Infrastructure System and the installation of Smart Water Meters for Owner resulting in greater meter accuracy and increased revenues, as described in the Investment Grade Audit, dated \_\_\_\_\_, attached hereto as **Exhibit A** (the "IGA"), and as further described in the Improvement List, dated \_\_\_\_\_, and attached hereto as **Exhibit B** (the "Improvement List").

PSI shall cause the project to be delivered in accordance with the IGA, the Improvement List and the Measurement and Verification Plan, attached hereto as **Exhibit C** (the "M&V Plan"). PSI has guaranteed the savings due to the installation of the new meters as set forth in the IGA and the Performance Guarantee Agreement, attached hereto as **Exhibit D** (the "Guarantee").

Contract Price: \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_ .00)

Terms of Payment: Monthly progress based payments, pursuant to the terms of Paragraph 4 below.

Exhibits: "A": Investment Grade Audit ("IGA")  
"B": Improvement List  
"C": Measurement and Verification Plan ("M&V Plan")  
"D": Performance Guarantee Agreement ("Guarantee")  
"E": Project Schedule

Owner certifies that i) the execution and delivery of this Contract has been duly authorized by all necessary corporate or official action required of Owner; ii) this Contract is a legal, valid and binding obligation, enforceable against Owner; and iii) this Contract satisfies any and all applicable procurement laws, rules and/or regulations of the State of Texas.

PSI and Owner agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract. The Contract, with its attachments and exhibits, is the full agreement between PSI and the Owner as of the date it is signed. All previous conversations, correspondence, agreements, or representations not included in the Contract are not part of the Contract between PSI and the Owner. This Contract shall become effective on the date first above written notwithstanding different dates of execution hereof.

**OWNER:**

[Redacted]

**QUALIFIED PROVIDER/CONTRACTOR:**

**PERFORMANCE SERVICES, INC.**

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

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**TERMS AND CONDITIONS**

1. **SCOPE OF WORK.** PSI shall provide Owner with the work and the services set forth in the Scope of Work, as developed pursuant to the terms above ("Work"), except to the extent specifically indicated in the Contract Documents to be the responsibility of others. PSI shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. All work and equipment must meet any applicable City minimum public infrastructure requirements. PSI shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work and Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Owner and PSI will mutually agree upon any required field utilities or other work, equipment or services to be provided by the Owner. Conflicts, errors, discrepancies and/or disputes concerning the Scope of Work to be performed by PSI shall be resolved pursuant to Section 2 below.
2. **CONTRACT DOCUMENTS.** The Contract Documents are comprised of the following: (1) this Contract; (2) all written, and mutually agreed upon modifications, addenda, amendments, scope modifications or additions to this Contract after its execution; (3) the Performance Guarantee; (4) the M&V Plan; (5) the Improvement List; and (6) the IGA. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event that inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Contract, PSI and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in this Section 2.
3. **MUTUAL OBLIGATIONS.** Owner and PSI commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to realize the benefits afforded under the Contract Documents. Owner shall, throughout the performance of the Work, cooperate with PSI and perform its responsibilities, obligations and services in a timely manner to facilitate PSI's timely and efficient performance of the Work and so as not to delay or interfere with PSI's performance of its obligations under this Contract. PSI must provide the Owner with a timely notice of any and all request for information and services, in an effort to provide sufficient time for action or a response by the Owner, as not to delay the project.
4. **CONTRACT PRICE AND PAYMENT.** The total price for PSI's Work under this Contract shall be as set forth above, subject to adjustments as set forth herein (the "Contract Price"). All payments made by Owner to PSI shall be made via wire transfer. Within thirty (30) days of execution of the Contract, Owner shall pay to PSI the agreed cost for the IGA, five percent (5%) of the Contract Price as a mobilization fee and one hundred percent



(100%) of the cost of the IGA for the Project, as specified in the IGA. Thereafter, the balance of the Contract Price shall be paid to PSI in monthly progress payments, within thirty (30) day of receipt of invoice for the value of work completed plus the amount of materials and equipment suitably stored, either on site or off-site the previous month, less the aggregate of previous payments to PSI. There shall be no retainage withheld from monthly progress payments. "Substantial Completion" is defined as the stage in the progress of the Work when the Work is sufficiently complete and accepted by the Owner, in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Project retainage shall be due 30 days after the punch list items are completed. Any performance guarantee, as set forth in the Performance Guarantee, shall not commence or become effective until such final payment is received by PSI. No back charges or claim of Owner for services shall be valid except by the agreement in writing by PSI before work is executed. In the event that the Owner fails to make any monthly progress payment or is otherwise overdue in making such payment, and upon fourteen (14) days written notice to the Owner, PSI shall be entitled to stop work without prejudice to any other remedy it may have, and Owner shall be responsible to PSI for any increased costs in demobilization and remobilization in stopping and re-commencing the Work. In the event of such work stoppage and start up, PSI and Owner agree to cooperate in adjusting any schedule requirements so as to endeavor to minimize the impact on the Owner's operations of its facility. All sums not paid when due shall bear interest at the rate of 1½% per month from due date until paid or the maximum legal rate permitted by law whichever is less.

5. **ACCESS TO JOB-SITE.** Owner and PSI shall mutually agree upon the access to the jobsite necessary to perform the Work, as well as any preparation of work areas so as to be acceptable for PSI's Work under this Contract. All meter installation work must be performed within a public utility easement, a prescriptive easement, or within only the areas where the existing equipment and appurtenance are installed, unless otherwise authorized by the Owner. PSI and Owner will cooperate with each other to coordinate such access and preparation of the work areas. PSI will not be called upon to start work until the mutually agreed upon access to the jobsite is provided and until sufficient areas are ready to ensure continued work until job completion. The performance of PSI's Work is contingent upon such agreed access to the job site and to the areas whereby PSI is to perform its work.
  
6. **SCHEDULE & FORCE MAJEURE.** After execution of this Contract, PSI shall be given a reasonable time in which to commence and complete the performance of the Work under this Contract ("Contract Time"). PSI shall not be liable or responsible for any loss, damage, costs, delay, default, or injury that is caused by acts, omissions, conditions, events or circumstances beyond its control or due to no fault of PSI or those for whom PSI is responsible, or due to any act, omission or neglect of the Owner or anyone under the Owner's control, including but not limited to: delays, hindrances or interferences caused by Owner, architect and/or engineers, or other contractors, subcontractors, suppliers or third parties; Concealed or Unknown Subsurface Conditions, Hazardous Conditions, changes ordered in the Work, armed conflict or economic dislocation resulting therefrom; embargos, shortages of labor, equipment or materials, production facilities or transportation; labor difficulties or disputes, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents, unusual or unanticipated weather conditions or precipitation and acts of God. IN NO EVENT SHALL PSI BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.
  
7. **WARRANTY.** PSI warrants that materials and equipment furnished by PSI will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as PSI in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract and the Owner's infrastructure standards. PSI warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion ("Warranty Period"). THIS WARRANTY IS IN ADDITION TO ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. During the Warranty Period, upon fourteen days (14) written notice from the Owner, PSI shall, at its option, repair or replace the defective Work or equipment. PSI's warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered,

misused, or that has not been properly and reasonably maintained. PSI shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work. PSI will not be responsible for special, incidental, or consequential damages.

Nothing in the warranties provided herein are intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer's warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. The Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

8. **CONCEALED OR UNKNOWN CONDITIONS.** Should concealed or unknown subsurface conditions be encountered in an existing structure during the performance of PSI's Work that are of an unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in work of the character provided for in this Contract, the Contract Price shall be equitably adjusted upon claim by the PSI, and mutually accepted by the Owner, for any increased costs.
9. **OWNER SCOPE MODIFICATIONS.** PSI agrees not to seek any change orders for additional costs incurred in performing the Work pursuant to the Scope of Work set forth above. However, in the event that the Owner modifies the Scope of Work and directs PSI to perform any additional or extra work outside the Scope of Work as set forth above, the Contract Price and Contract Time shall be adjusted accordingly. PSI shall not be obligated to perform scope modifications, including additional or extra work, unless PSI shall receive a written directive, signed by an authorized representative of Owner; provided, that work performed without the written directive of Owner, but made necessary by an emergency involving an immediate threat to the safety of persons or property, shall nevertheless serve as a basis for revising the Contract Price or Contract Time in accordance with this paragraph. The amount to be paid by Owner to PSI for any scope modifications, including additional or extra work, or the amount to be allowed by PSI, shall be determined as provided under the terms of the Contract, except, notwithstanding any provisions to the contrary in the Contract or elsewhere in the Contract Documents, PSI shall be entitled to an allowance of twelve percent (12%) for overhead and an allowance of six percent (6%) for profit, in addition to its actual costs for materials and labor on all scope modifications, including additional or extra work.
10. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
11. **TAXES, PERMITS, AND FEES.** PSI shall be responsible for obtaining all permits and related permit fees associated with the Work. PSI shall secure the building permit and other permits and governmental, licenses, and inspections necessary for proper execution. All Owner required permit fees shall be waived, however PSI will be responsible for any other applicable governmental fees. The Owner shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable.
12. **OWNER PROJECT CRITERIA.** In the event that Owner furnishes any criteria or design requirements, such as conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements for the Project which may describe the Owner's program requirements and objectives for the Project, including but not limited to the character, scope, use, space, price, time and scheduling requirements, relationships, forms, size and appearance of the Project, site and expandability requirements, materials and

systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts, submittal requirements and other requirements governing PSI's Work (defined herein collectively as "Owner Project Criteria"), then PSI shall have the right to rely on the information contained in the Owner's Project Criteria in performance of the Work, including the preparation of any drawings, plans and specifications.

13. **OWNER SERVICES AND INFORMATION.** Owner shall provide, at its own cost and expense, for PSI's information, as necessary and required to deliver the Scope or Work, and use the following, all of which PSI is entitled to rely upon in performing the Work: (1) To the extent available surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines; (2) Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper construction of the Project and enable PSI to perform the Work; (3) A legal description of the site; (4) To the extent available, as-built and record drawings of any existing structures at the Site; and (5) any other mutually agreed upon services and information.
14. **OWNER REPRESENTATIONS.** Owner represents, warrants and agrees that (i) it has obtained any consents, approvals, permissions and easements necessary for the work, excluding state and local permits and design releases being furnished by PSI pursuant to Paragraph 11, and has furnished all bonds or financial security called for by governmental authorities; (ii) job and site conditions are such that the work is ready to be started in normal course;; (iii) if the work is dependent upon or is to be undertaken in conjunction with other work, such other work shall be performed so as to permit PSI to perform the work without unusual or extraordinary effort or cost and in a normal uninterrupted single shift operation; (iv) it is the owner of the site; and, (v) all tap in, connection and other types of fees and charges have been fully paid.
15. **FINANCIAL ASSURANCES.** If requested by PSI, Owner shall furnish reasonable evidence satisfactory to PSI, prior to signing this Contract, or any time thereafter, that sufficient funds are available and committed for the entire cost of the Project, including payment in full of the Contract Price. If PSI elects to proceed with work without having received such evidence, it may stop work upon ten days' notice if such evidence has not been furnished within five days after such request.
16. **LIQUIDATED DAMAGES.** Owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Contract and no liquidated damages may be assessed against PSI for delays or causes attributed to other contractors or arising outside the scope of this Contract.
17. **CLEANUP.** PSI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, PSI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. PSI agrees at all times to keep the job site clean of debris arising out of its own operations, and Owner shall in no event back charge PSI for the Owner's cleanup costs without PSI's written consent, unless site remains unabated for a period greater than 10 days.
18. **SAFETY.** PSI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. PSI's responsibility for safety under this Section is not intended in any way to relieve any of PSI's subcontractors, suppliers or second or third tier subcontractors and suppliers of their own legal obligations and responsibility for complying with any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property, and for taking all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.



19. **HAZARDOUS MATERIALS.** Unless specifically noted in the Contract, PSI is not responsible for any hazardous conditions encountered on site. "Hazardous Conditions" are any materials, wastes, substances and chemicals deemed to be hazardous under applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project, the practices involved in the Project, or any Work. Unless specifically noted in the Contract, PSI's obligations expressly exclude any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Conditions, including but not limited to asbestos in or on the premises. Upon encountering any Hazardous Conditions, PSI will stop work until the Owner takes the necessary measures necessary to ensure that the Hazardous Conditions have been remediated or rendered harmless. Such measures and remediation are the responsibility of the Owner, not PSI.
20. **PSI INSURANCE.** Prior to commencing the Work, PSI shall provide a certificate of insurance to the Owner showing its insurance coverage, and PSI shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
<b>Commercial General Liability</b>	
> General Aggregate	\$ 2,000,000
> Product & Completed Operations Aggregate	\$ 2,000,000
> Personal & Advertising Injury	\$ 1,000,000
> Each Occurrence	\$ 1,000,000
> Automobile Liability- Each Occurrence	\$ 1,000,000
> Workers Compensation	\$500,000/\$500,000/\$500,000
> Umbrella Policy in addition to individual coverage	\$10,000,000

The Owner and its consultants shall be additional insureds on the Contractor's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory as to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or policy limits not more than the amounts required under this Contract.

The insurance carriers shall have no right of subrogation against Owner and its consultants and their respective officers, directors, consultants, agents, and employees, and Contractor shall obtain from each of its subcontractors a waiver of subrogation on all insurance coverages required, including Commercial General Liability, Workers Compensation, Employers Liability and Automobile Liability, in favor of the parties identified herein with respect to losses arising out of or in connection with the Work on the Project.

PSI shall also purchase and maintain Builder's Risk insurance. The Builder's Risk insurance shall be maintained until Substantial Completion, unless otherwise agreed in writing by the parties to this Agreement. This Builder's Risk insurance shall include the interests of Owner, PSI, and PSI's subcontractors and sub-subcontractors in the Project as insureds. PSI shall disclose to the Owner the amount of any deductible for the Builder's Risk, and the Owner shall be responsible for the cost of any losses within the deductible.

21. **OWNER'S INSURANCE.** The Owner shall assume full responsibility for any risk of loss to Owner's property and premises (including any existing structure(s) and any other tangible property) other than damage to the Work itself. The Owner shall procure and maintain property insurance upon its property and premises (other than the Work itself).
22. **MUTUAL WAIVER OF SUBROGATION.** The Owner and PSI mutually waive all rights against each other, and each of their subcontractors and sub-subcontractors, for losses or damages to the extent such losses or damages

are covered by Builder's Risk insurance under Paragraph No. 20 herein, except such rights as they may have to the proceeds of such insurance held by PSI as trustee. The Owner and PSI mutually waive all rights against each other (but not their respective subcontractors and sub-subcontractors, which rights are expressly reserved) for losses or damages covered by any insurance under Paragraph 21 herein, except such rights as either Owner or PSI may have to the proceeds of such insurance held by the Owner as trustee. Notwithstanding anything to the contrary herein, the mutual waivers of subrogation set forth herein shall not be deemed to waive any rights by either Owner or PSI to pursue recovery or payment from any party or entity of any deductible obligations for the Builder's Risk insurance or the insurance set forth in Paragraph 21 herein.

23. **BONDS.** Prior to commencement of the Work, PSI shall execute and deliver to Owner a 100% Performance Bond and 100% Payment Bond in an amount equal to the full Contract Price at the time this Contract is executed. The bond will be written with a company licensed to transact business in the State where the work is located and has a minimum A.M. Best Rating of A VII.

Notwithstanding anything to the contrary in the Contract or otherwise, these Bonds shall not guarantee or secure any of the Contract obligations that concern: (1) any guarantees or warranties with a term beyond one (1) year from the date of completion of the installation portion of the Contract; (2) any efficiency or energy savings guarantees without regard to the term of such guarantee obligations; and (3) any support or maintenance service agreements or obligations related to the Contract.

24. **OWNER'S REPRESENTATIVE.** The Owner designates the following individual as its Owner's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of the Owner, and otherwise bind the Owner with respect to all matters requiring Owner's decision or approval:

Name:  
Title:  
Address:  
Phone:  
Email:

Owner's Representative, or their designee, shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit PSI to fulfill its obligations under this Contract. Owner's Representative, or their designee, shall also provide PSI with prompt notice if it observes any failure on the part of PSI to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

25. **PSI'S REPRESENTATIVE.** PSI designates the following individual as its Contractor's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of PSI, and otherwise bind the PSI with respect to all matters requiring PSI's decision or approval:

Name: Jim Adams  
Title: Texas General Manager  
Address: 801 E. Old Settlers Blvd, Suite 100, Round Rock, TX 78664  
Phone: (317) 713-1750  
Fax: (317) 713-1751  
Email: [jadams@performanceservices.com](mailto:jadams@performanceservices.com)

26. **DISPUTE RESOLUTION.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, PSI and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions

to the Work. PSI and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute or disagreement cannot be resolved through Contractor's Representative and Owner's Representative, senior executives of PSI and the Owner, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. If after the meeting between senior executives, the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Neither party may institute litigation under this Contract unless mediation has occurred, or good faith efforts to engage in mediation have occurred. The costs of mediation shall be borne equally by both parties. Any litigation shall be conducted in [REDACTED] County and shall be governed by Texas law.

**27. INDEMNIFICATION.** PSI, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of PSI or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Any such indemnification obligation of PSI shall be excused or discharged to the extent that the claim, damage, loss and expense, or event giving rise to the demand for indemnification, defense and hold harmless is caused in whole or in part by the acts or omissions of the Owner or any party sought to be indemnified. Likewise, the Owner, to the fullest extent permitted by law, shall indemnify and hold harmless PSI and any of PSI's officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors, or anyone for whose acts any of them may be liable. The Owner shall waive any rights of subrogation with regard to any damage to all real and personal property until all of the Work has been completed and accepted by the Owner.

**28. EVENTS OF DEFAULT.**

- (a) **By Owner.** The term Event of Default, as used in this Contract with respect to Owner, means the occurrence of any one of more of the following events: (i) Owner fails to make any payment, for an undisputed invoice, as it becomes due in accordance with the terms of this Contract, and any such failure continues for fourteen (14) days after the due date thereof; (ii) Owner fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by PSI; (iii) the discovery by PSI that any statement, representation or warranty made by Owner, legal, financial or otherwise, in this Contract or in any document ever delivered by Owner pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (iv) Owner becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Owner or of all or a substantial part of its assets, or fails to provide the financial assurances required by Paragraph No. 15.
- (b) **By PSI.** The term Event of Default, as used in this Contract with respect to PSI, means the occurrence of any one or more of the following events: (i) PSI's failure to perform its obligations in the manner and within the time prescribed by the terms of the IGA subject to the provisions of Paragraph No. 6; (ii) failure to pay, within 30 days of notice that payment is due, the amount required by the terms of the Guarantee; or (iii) failure to repair or replace defective equipment, material or workmanship within the Warranty Period within 60 days after receipt of notice from the Owner.

29. **REMEDIES.** Upon the occurrence of an Event of Default, either party may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate action to enforce the terms of this Contract, (ii) recover damage for the breach of this Contract, and (iii) rescind this Contract. In addition, the parties shall remain liable for all covenants and indemnities under this Contract, and for all attorney fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Contract.
30. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** The Owner and PSI mutually waive any and all claims against each other for any and all consequential and/or speculative damages or losses and incidental costs and expenses arising out of or relating to the Contract and whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes:
- (a) damages incurred by the Owner for rental expenses, for losses of use, business interruption, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
  - (b) damages incurred by PSI for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
31. **OWNER'S REMEDIES.** The Owner's remedies with respect to equipment found to be defective in material or workmanship, or the installation thereof, shall be limited exclusively to the right of repair or replacement of such defective equipment. This paragraph in no way affects and/or limits the performance guarantee of PSI. In the event faulty equipment leads to the failure of PSI to meet its performance guarantee, PSI shall be responsible for meeting the requirements of the Performance Guarantee Agreement. **IN NO EVENT SHALL PSI BE LIABLE FOR CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON CONTRACT, STATUTE, TORT (NEGLIGENT OR INTENTIONAL), STRICT LIABILITY OR EXPRESS OR IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT, OR FAILURE OF SUCH EQUIPMENT, REGARDLESS OF THE CONFORMIITY WITH THE TERMS AND CONDITIONS THIS CONTRACT.**
32. **ENFORCEMENT OF CONTRACT.** In the event that either party is required to enforce any of the terms and conditions of this Contract, or is entitled to recover from either party any damages or moneys, then such prevailing party shall be entitled to recover its attorney fees incurred for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and all court costs, fees paid to experts, arbitration fees and similar expenses.
33. **MODIFICATIONS.** Additions, deletions, and modifications to the Contract may be made upon the mutual written agreement of the parties. Such additions may include proposals from PSI for additional Work.
34. **NOTICES.** All notices or communications related to this Contract shall be in writing and shall be deemed served if and when sent by email, facsimile, U.S. mail or hand delivery to the representative listed in Paragraph Nos. 24 and 25 above..
35. **WAIVER.** No action or failure to act by the PSI shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

36. **SEVERABILITY.** Every provision of the Contract is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Contract and shall not affect the validity of the remainder of the Subcontract.
37. **CONTROLLING LAW.** This Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the law of the State of Texas. Venue and forum for any action or proceeding shall be in a court of competent jurisdiction in [REDACTED] County.
38. **SOFTWARE UPGRADES AND COMPATIBILITY; REMOTE ACCESS.** It is understood that from time to time operating software that may be an inherent part of Owner's facilities and/or the Project improvements will be upgraded and/or transitioned to new platform by the developer of such software, outside of the control of PSI. Owner shall be responsible for all costs associated with any and all software upgrades and/or compatibility requirements. In addition, during the Contract Time and the period of the Guarantee, Owner agrees to grant PSI remote access as necessary for the completion of the Scope of Work:
39. **PROHIBITION OF BOYCOTT ISREAL.** PSI verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
40. **PROBIBITION OF WORKING WITH TERRORIST ORGANIZATIONS.** In accordance with Chapter 2252 of the Texas Government Code, (a) PSI does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) PSI is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

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END OF DOCUMENT



## Texas Third Party Reviewers List for ESPC Projects

### Bee

Dr. David Dong

Email: davedong@beeusa.com

Phone: 512.364.0688

### Energy & Engineering Solutions

Tom Eldred

Email: teldred@tx.rr.com

Phone: 214.505.2392

### EEA

Ron Jackson

Email: jackson@auseea.com

Phone: 512.744.4400

### TEESI

Saleem Khan

Email: saleem@teesi.com

Phone: 512.328.2533

### MS2

Ian Vohwinkle

Email: ivonwinkle@ms2-inc.com

Phone: 210.796.4265

### Galewsky & Johnston Consulting Engineers

Phone: 409.866.3707

**NEW BUSINESS**

**ITEM #4**



# City of Blanco

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

**STAFF REPORT:** 12-12-23

**DESCRIPTION:** Request to amend inframark contract to include additional employee

**ANALYSIS:** Inframark is requesting an amendment to their contract to have an additional employee that will be dedicated to street infrastructure, mowing, cleaning ROWs, and doing general clean up work around City facilities which could include keeping drainageways clear. The offer from Inframark is to provide the cost of the employee for this year on their dime and then to look at ways to either share in the cost or have the city absorb the cost in the next calendar year.

City will develop road maintenance fee that would be approved before the start of the 2024/25 calendar year. This fee would help fund the position and provide repair and maintenance to the City ROWs, drainageways, and other city facilities.

**FISCAL IMPACT:** Cost this calendar year to the City is zero. Future Cost of employee with supplies, salary and benefits are up to \$80,000.

**RECOMMENDATION:**





Inframark  
2002 W. Grand Parkway N #100  
Katy, TX 77449  
Dennis.burrell@inframark.co.  
986-204-4198  
[Date]

## CLEAR PARTNERSHIPS



Warren Escovy  
City Administrator  
City of Blanco  
300 Pecan St  
Blanco, TX 78606

Warren,

I hope this letter finds you well. I am writing to express our gratitude for the partnership and relationship that Inframark has with the City of Blanco. It is our utmost priority to provide exceptional services and support to the community, and we value the opportunity to continue doing so.

I am pleased to attach the contract amendment, which incorporates the items requested by the City and includes additional provisions that will benefit both parties. We have carefully considered your needs and have made every effort to ensure that this amendment aligns with our shared goals and objectives.

Furthermore, we would like to extend our appreciation for the additional \$40,000 allocated to partially fund an important new position. This investment will enable us to provide additional services, which will better serve the community. As part of our commitment to this partnership, Inframark is dedicated to hiring a full-time person to fulfill this role. We look forward to discussing and finding an option to fund the remaining portion of the added position during next year's budget planning process as discussed and agreed to while developing this amendment; once such a funding option is agreed upon, we will further amend the contract to address this fee increase.

At Inframark, we understand the importance of collaboration and open communication. We are committed to working closely with the City of Blanco to address any concerns, explore opportunities for improvement, and ensure the successful execution of our contractual obligations.

Thank you once again for your trust and confidence in Inframark. We are excited about the future of our partnership and the positive impact we can make together. Should you have any questions or require further information, please do not hesitate to contact me at 986-204-4198 or [Dennis.burrell@inframark.com](mailto:Dennis.burrell@inframark.com)

Yours sincerely,

Dennis Burrell

**FIRST AMENDMENT TO THE WATER AND WASTEWATER TREATMENT PLANT  
OPERATION AND MAINTENANCE AGREEMENT BETWEEN INFRAMARK, LLC  
AND  
THE CITY OF BLANCO, TEXAS**

THIS FIRST AMENDMENT is effective on \_\_\_\_\_, 2023 (“Effective Date”) by and between the City of Blanco, Texas (hereinafter referred to as the “Client”) and Inframark, LLC (hereinafter referred to as the “Operator”) for the purpose of adding additional services to the Agreement as hereinafter set forth:

**WITNESSETH THAT:**

**WHEREAS**, on March 1, 2022, the Client and Operator entered into an agreement for the operation and maintenance of the Client’s water and wastewater treatment plant and facilities (hereinafter referred to as the “Agreement”); and

**WHEREAS**, the Parties desire to execute this First Amendment to add additional services to the Agreement.

1. Section 3.1.7 of the Agreement shall be replaced in its entirety with the following:

Grant the Operator, free of charge, a license to use the Facilities, including all equipment, structures, facilities, trailers, tractors, and vehicles under Client’s ownership and which have been assigned by Client to the Facilities.

2. Section 3.2 of the Agreement shall be replaced in its entirety with the following:

Client shall provide Operator with access to all Client vehicles, trailers, tractors, and equipment necessary for Operator to provide the Services under this Agreement, unless otherwise agreed to by the parties.

3. Section 3.3 of the Agreement shall be replaced in its entirety with the following:

During the Client’s annual budgetary planning process, Operator may recommend the replacement of any vehicles, tractors, trailers, and equipment necessary for Operator to provide the Services under this Agreement, whether provided by Client or owned by Operator, during the upcoming Agreement Year and provide Client with an estimated cost to replace any such vehicles, tractors, trailers, and equipment. If, at any time during said Agreement Year, Operator, in its reasonable discretion, determines that any such vehicles, tractors, trailers, and equipment provided by Client hereunder or owned by Operator that is used to provide the Service hereunder is past its useful life, Operator may replace such a vehicle, tractor, trailer, or piece of equipment unless otherwise agreed to by the parties. Operator may also replace any vehicle provided by Client hereunder or owned by Operator that is used to provide the Service hereunder if such vehicle, tractor, trailer, or piece of equipment has a failure that was not reasonably foreseeable by Operator, even if Operator has not recommended such a vehicle,

tractor, trailer, or piece of equipment replacement during Client's annual budgetary process. If Operator's costs increase due to any such a vehicle, tractor, trailer, or piece of equipment replacement, subject to substantiation reasonably acceptable to the Client, Operator shall notify the Client and the Base Fee shall automatically increase by Operator the cost of such vehicle, tractor, trailer, or piece of equipment replacement, plus an administrative fee of ten percent (10%).

4. Schedule 1 to the Agreement shall be replaced in its entirety with the Schedule 1 attached to this First Amendment.
5. On the Effective Date of this First Amendment, the Annual Compensation, which consists of the Base Fee and Annual Variable Operations and Maintenance/Repair Budget, shall be increased to the following amounts:
  - Annual Variable Operations and Maintenance/Repair Budget: \$227,496.24
  - Base Fee: \$980,348.92
  - Annual Compensation: \$1,207,845.16 (payable in equal monthly installments of: \$100,653.76)
6. All other terms and provisions of the Agreement remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions in this First Amendment will control.
7. The First Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.
8. The Client reserves all rights to operate and maintain the Vac-Con Dewatering Facility and related equipment with its own employees as necessary during weekends and evening hours when the Operator does not have staff available and during Emergency Events. Operator shall provide Client with copies of all keys or key codes for any locked facilities or equipment.

**IN WITNESS WHEREOF** the parties have made and duly executed this First Amendment this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Client:  
City of Blanco, Texas

Operator:  
Inframark, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Schedule 1: Operator's Services**

Operator's services for the Facilities include:

- (a) Production of treated water as reasonably necessary to meet demand for water by the Client's customers, as well as using reasonable efforts to maintain full water storage capacity levels in all water storage facilities in the distribution system as per best industry practices;
- (b) Proper operation and treatment of wastewater effluent to meet the requirements of the Permits. Currently outfall 002 spray irrigation effluent disposal method. Staffing will be based on the Permit requirements;
- (c) Proper operation and maintenance of the city pump stations currently in operation and as listed in Schedule 5 to transport sewage to the wastewater treatment facility;
- (b) Routine Preventive Maintenance of the Facilities based on the manufacturer specifications;
- (c) Repair and replacement of the Facilities' equipment through the Annual Variable O/M/R Budget; if such repairs and replacements are Capital Improvements, such Capital Improvements are the responsibility of the Client;
- (d) Laboratory testing and analysis as stated in Section 2.6.3 of the Agreement;
- (e) Preparation and prompt delivery of the following filings and reports: monthly DMRs, Client's yearly Process Residue report, SWMORs, MORs, DLQORs, and leak and flush water reports for Client's water loss audits. Operator shall also provide necessary information for Client to respond to regulatory agency inquiries and Client's filings or applications for loans, grants, or other funding. ; Client shall be responsible for submitting these filings and reports to the regulatory agencies prescribed by Applicable Law;
- (f) Disposal of Process Residue in accordance with Applicable Law and;
- (g) Within sixty (60) days of the Client's acceptance of the facility improvements at the water treatment plant, Operator shall provide the Client with a written equipment condition assessment report of critical electrical and mechanical equipment at the Facilities.

Unless otherwise agreed, the Operator shall provide labor and Annual Variable O/M/R Expenditures up to the Annual Variable O/M/R Budget necessary for the operation and maintenance of the Facilities; if, at any point during an Agreement Year, the actual Annual Variable O/M/R Expenditures incurred by Operator to that point exceed the Annual Variable O/M/R Budget, the Operator will invoice the Owner for the excess cost in accordance with Section 4.6 and will continue to invoice any additional Annual Variable O/M/R Expenditures on a monthly basis thereafter.

Routine Preventive Maintenance shall include:

- (a) Routine Preventive Maintenance in accordance with Operator's experience, acceptable industry practice and approved operating and maintenance procedures developed for equipment and processes of the Facilities;
- (b) Routine Preventive Maintenance in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities;
- (c) Cleaning and lubricate equipment;
- (d) Making equipment inspections and needed adjustments;
- (e) Performing building, grounds, and janitorial services for the Facilities and cleaning of all equipment and vehicles for the Facilities within the skill or capabilities of Operator's employees exclusively assigned by the Operator to the operations and maintenance of the Facilities and that does not require the use of specialized tools or equipment; if any such building, grounds, and janitorial services for the Facilities and cleaning of all equipment and vehicles is outside the skill or capabilities of Operator's employees exclusively assigned by the Operator to the operations and maintenance of the Facilities or requires the use of specialized equipment, Operator shall subcontract this work and the cost incurred as a result will be considered Annual Variable O/M/R Expenditures.
- (f) Subcontract any light plumbing and electrical maintenance and repair and the cost thereof will be considered Annual Variable O/M/R Expenditures;
- (g) Maintaining vehicles and light duty service trucks necessary for daily operations;
- (h) Maintaining the Facilities' instrumentation that is directly related to the Services provided hereunder, including instrumentation provided to the Operator by the Client under this Agreement; and
- (i) Provide and manage a computerized maintenance management system for scheduling and tracking all preventative maintenance, repairs, and associated spare parts.

**Collection and Distribution Services:**

- (a) Install taps within fifteen (15) business days after receiving a work order from the Client when Operator can perform such tap installations with Client's equipment; if a tap installation is greater than 6 feet in depth, Operator may utilize subcontractor for such work and the costs incurred will be considered Annual Variable O/M/R Expenditures.
- (b) Make necessary repairs to stop leaks and remove sewer blockages when Operator can perform such repairs with Client's equipment; if a repair is greater than 6 feet in depth, Operator may utilize subcontractor for such work and the costs incurred will be considered Annual Variable O/M/R Expenditures. Operator shall be responsible for twenty (20) repairs to stop leaks or remove sewer blockages per month; if Operator performs any repairs to stop leaks or removal of sewer blockages over twenty (20) per

month, the cost of such additional repairs or removal incurred will be considered Annual Variable O/M/R Expenditures.

- (c) Make repairs to Client's collection and distribution lines limited to one (1) full length of pipe being preplaced or repaired up to a depth achievable by Client's equipment including safety devices. Operator may, at its sole discretion, subcontract for such work and the costs incurred will be considered Annual Variable O/M/R Expenditures.
- (d) Make necessary road repairs as related to damage caused by leak or repair of leaks within fifteen (15) days of when the repair is made.
- (e) Perform all turn on and turn offs during normal business hours which are from 8:00 AM to 5:00 PM on Monday through Friday.
- (f) Read meters as set forth in the Client's meter read schedule in effect as of the Commencement Date of this Agreement.

#### Other Services

- (a) Mowing of city parks, right-of-ways, and rear easements identified in Schedule 5 of this Agreement and perform limb trimming in said city parks, right-of-ways, and rear easements using the City's vehicles and equipment necessary to perform such limb trimming.
- (b) Manage IPP program of the Real Ale Brewery based on the Client's standards in effect on the Commencement Date of this Agreement.
- (c) Perform minor building maintenance and repair (such as door repair and replacement, window seals, light bulbs replacements, replacement of 120 volt receptacles, and breakers replacements, etc.) for City buildings; if any electrical work is required to perform such building maintenance and repair; Operator shall subcontract for an electrician to perform said work and the cost incurred for such electrician will be included in the Annual O/M/R Budget.
- (d) Perform light street maintenance to include pothole repairs and concrete curb and sidewalk repairs within the skill or capabilities of Operator's employees exclusively assigned by the Operator to the operations and maintenance of the Facilities and that does not require the use of specialized tools or equipment; if any such light street maintenance is outside the skill or capabilities of Operator's employees exclusively assigned by the Operator to the operations and maintenance of the Facilities or requires the use of specialized equipment, Operator shall subcontract this work and the cost incurred as a result will be considered Annual Variable O/M/R Expenditures.

- (e) Flush dead-end waterlines that are accessible on a monthly basis; Client shall be responsible for repairs to any broken or missing dead-end waterlines.
- (f) Provide labor for two (2) eight (8) hour days and one (1) four (4) hour Saturday in March of each year to assist Client with the annual trash off.
- (g) Remove animal carcasses within the Client's right-of-ways when such removal does not create a health or safety risk; if any such animal carcass removal creates a risk to health and safety, Operator shall subcontract this work and the cost incurred as a result will be considered Annual Variable O/M/R Expenditures.
- (h) Perform maintenance for street sign and replace any street signs as necessary.
- (i) Perform up to fifteen (15) customer service inspections per month; if Operator performs more than fifteen (15) customer service inspections per month, the cost of such additional customer service inspections will be considered Annual Variable O/M/R Expenditures.

These services performed within the capabilities of local staff. For services outside the capabilities, Inframark will supplement with internal regional resources or with external subcontractors; the cost of such external subcontractors will be included in the Base Compensation unless otherwise stated herein.

**NEW BUSINESS**

**ITEM #5**



**NEW BUSINESS**

**ITEM #6**

**NEW BUSINESS**

**ITEM #7**

**NEW BUSINESS**

**ITEM #8**

**OLD BUSINESS**

**ITEM #1**

**OLD BUSINESS**

**ITEM #2**

**OLD BUSINESS**

**ITEM #3**