

NEW BUSINESS

ITEM #1



Presentation, Discussion & Possible Action
on an Ordinance on Opening Invocations
Before Meetings of the City Council of
Blanco, Texas

KELLY KUENSTLER

NOVEMBER 9, 2021

BLANCO CITY COUNCIL MEETING

1

Discussion

- Councilmember Smith wants the Council to consider adopting a formal, written policy to clarify and codify invocation practices & wants Council to use decisions of the Fourth Circuit as general guidance
- Guidance was as follows:
 - Allowed for invocations for the benefit of the legislative body itself “rather than for the individual leading the invocation or for those who might also be present
 - Compiling a lists of monotheistic congregations by the City Secretary
 - City Secretary to schedule respondents to the invitation “to give the invocation on a first-come, first-serve basis
 - Not affiliate the City with any one specific faith by opening its doors to a wide pool of clergy



2

Discussion

- Councilmember Smith further recognizes that:
 - A policy should be adopted that does not proselytize or advance any faith or show any purposeful patterns of one religious view to the exclusion of others
 - Council has a constitutional duty to interpret, construe and amend its policies & ordinances to comply with constitutional requirements as they are announced
 - Council accepts as binding that the applicability of general principles of law & all the rights and obligations afforded under the United States & Texas Constitutions and Statues.



3

Adoption

1. The policy is to allow for but not to mandate an invocation or prayer which would be offered before meetings for the benefit of the Council
2. Prayer shall not be listed or recognized as an agenda item for the meeting or as part of public business
3. No member or employee of the Council or any other person in attendance at the meeting shall be required to participate in any prayer that is offered
4. Prayer shall be voluntarily delivered by an eligible member of the clergy within the community of Blanco
5. Procedures for speakers (on a rotating basis) are outlined in the Ordinance
6. No invocation speaker shall receive compensation for his/her service.



4

Adoption

7. The Secretary shall make every reasonable effort to ensure that a variety of eligible invocation speakers are scheduled for the Council Meetings
8. Neither the Council nor the secretary shall engage in any prior inquiry, review of or involvement in the content of any prayer offered by an invocation speaker.
9. Shortly before the opening of the meeting, the Mayor or the Mayor Pro Tem shall introduce the invocation speaker
10. The policy is not intended and shall not be implemented or construed in any way, to affiliate the Council with a particular faith or religion



5

Recommendation & Fiscal Impact

Fiscal Impact: None

Recommendation: Council Discretion



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Presentation, Discussion & Possible Action
on an Ordinance on Opening Invocations
Before Meetings of the City Council of
Blanco, Texas

KELLY KUENSTLER
NOVEMBER 9, 2021
BLANCO CITY COUNCIL MEETING

ORDINANCE 2021-O-012

AN ORDINANCE OF THE CITY OF BLANCO, TEXAS, CITY COUNCIL, ON OPENING INVOCATIONS BEFORE MEETINGS OF THE CITY COUNCIL OF BLANCO, TEXAS; PROVIDING FOR REPEALER, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of Blanco, Texas ('the Council') is an elected legislative and deliberative public body, serving the citizens of Blanco, Texas; and

WHEREAS, the Council has long maintained a tradition of solemnizing its proceedings by allowing for an opening prayer before each meeting, for the benefit and blessing of the Council; and

WHEREAS, the Council wishes to maintain a tradition of solemnizing its proceedings by allowing for an opening prayer before each meeting, for the benefit and blessing of the Council; and

WHEREAS, the Council now desires to adopt this formal, written policy to clarify and codify its invocation practices; and

WHEREAS, our Country's Founding Founders recognized that we possess certain rights that cannot be awarded, surrendered, nor corrupted by human power, and the Founders explicitly attributed the origin of these, our inalienable rights, to a Creator. These rights ultimately ensure the self-government manifest in our Legislature, upon which we desire to invoke divine guidance and blessing; and

WHEREAS, such prayer before deliberative public bodies has been consistently upheld as constitutional by American Courts, including the United States Supreme Court; and

WHEREAS, in *Marsh v. Chambers*, 463 U.S. 783 (1983), the United States Supreme Court rejected a challenge to the Nebraska Legislature's practice of opening each day of its sessions with a prayer by a chaplain paid with taxpayer dollars, and specifically concluded, "The opening of sessions of legislative and other deliberative public bodies with prayer is deeply embedded in the history and tradition of this country. From colonial times through the founding of the Republic and ever since, the practice of legislative prayer has coexisted with the principles of disestablishment and religious freedom." *Id.*, at 786; and

WHEREAS, the Council desires to avail itself of the Supreme Court's recognition that it is constitutionally permissible for a public body to "invoke divine guidance" on its work. *Id.*, at 792. Such invocation "is not, in these circumstances, an 'establishment' of religion or a step toward establishment; it is simply a tolerable acknowledgment of beliefs widely held among the people of this country." *Id.*; and

WHEREAS, the Supreme Court affirmed in *Lynch v. Donnelly*, 465 U.S. 668 (1984), "Our history is replete with official references to the value and invocation of Divine guidance

in deliberations and pronouncements of the Founding Fathers and contemporary leaders." *Id.*, at 675 and;

WHEREAS, the Supreme Court further stated, that "government acknowledgments of religion serve, in the only ways reasonably possible in our culture, the legitimate secular purposes of solemnizing public occasions, expressing confidence in the future, and encouraging the recognition of what is worthy of appreciation in society. For that reason, and because of their history and ubiquity, those practices are not understood as conveying government approval of particular religious beliefs." *Id.*, at 693 (O'Connor, J., concurring); and

WHEREAS, the Supreme Court also famously observed in *Zorach v. Clauson*, 343 U.S. 306, (1952), "We are a religious people whose institutions presuppose a Supreme Being." *Id.*, at 313-14; and

WHEREAS, the Supreme Court acknowledged in *Holy Trinity Church v. United States*, 143 U.S. 457 (1892), that the American people have long followed a "custom of opening sessions of all deliberative bodies and most conventions with prayer..." *Id.*, at 471; and

WHEREAS, the Supreme Court has determined, "The content of [such] prayer is not of concern to judges where ... there is no indication that the prayer opportunity has been exploited to proselytize or advance anyone, or to disparage any other, faith or belief." *Marsh*, 463 U.S. at 794-795; and

WHEREAS, the Supreme Court also proclaimed that it should not be the job of the courts or deliberative public bodies "to embark on a sensitive evaluation or to parse the content of a particular prayer" offered before a deliberative public body. *Id.*; and

WHEREAS, the Supreme Court has counseled against the efforts of government officials to affirmatively screen, censor, prescribe and/or proscribe the specific content of public prayers offered by private speakers, as such government efforts would violate the First Amendment rights of those speakers. *See, e.g., Lee v. Weisman*, 505 U.S. 577, 588-589 (1992); and

WHEREAS, in *Simpson v. Chesterfield County Bd. of Supervisors*, 404 F.3d 276 (4th Cir. 2004), *cert. denied*, the United States Court of Appeals for the Fourth Circuit reviewed and specifically approved as constitutional the prayer policy of a county board, and made a number of key findings about said policy; and

WHEREAS, the Council is not bound by decisions of the Fourth Circuit, but hereby acknowledges the general guidance provided by the most important of that court's findings in *Simpson*, including the facts that the policy there:

(1) Allowed for invocations for the benefit of the legislative body itself "rather than for the individual leading the invocation or for those who might also be present," *Id.*, at 284; and

(2) Established a practice of compiling a list of local monotheistic congregations, "with addresses taken primarily from the phone book," whereto the city clerk would send an invitation each December addressed to the "religious leader" of each congregation, *Id.*, at 279; and

(3) Required the city clerk to schedule respondents to the invitation "to give the invocation on a first-come, first-serve basis," *Id.*; and

(4) Thus, "made plain that [the county board] was not affiliated with any one specific faith by opening its doors to a wide pool of clergy." *Id.*, at 286; and

WHEREAS, the Fourth Circuit showed little concern that the prayers before board meetings in *Simpson* were "traditionally made to a divinity that is consistent with the Judeo-Christian tradition," *Id.*, at 280, because *Marsh* also considered, and found constitutionally acceptable, the fact that the prayers in question fit broadly within "the Judeo-Christian tradition." *Id.*, at 283 (quoting *Marsh*, 463 U.S. at 793); and

WHEREAS, in *Pelphrey v. Cobb County*, 547 F.3d 1263, 1278 (11th Cir. 2008), the United States Court of Appeals for the Eleventh Circuit followed the rationale and reasoning of *Marsh* and *Simpson* and upheld the constitutionality of a county commission's invocation policy;

WHEREAS, the Eleventh Circuit in *Pelphrey* specifically rejected the argument that the Establishment Clause permits only nonsectarian prayers at legislative meetings, holding instead that prayers are permitted as long as "there is no indication the that prayer opportunity has been exploited to proselytize or advance any one, or to disparage any other, faith or belief," *Id.* at 1266;

WHEREAS, the Council intends, and has intended in past practice, to adopt a policy that does not proselytize or advance any faith, or show any purposeful preference of one religious view to the exclusion of others; and

WHEREAS, the Council recognizes its constitutional duty to interpret, construe, and amend its policies and ordinances to comply with constitutional requirements as they are announced; and

WHEREAS, the Council accepts as binding the applicability of general principles of law and all the rights and obligations afforded under the United States and Texas Constitutions and statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Blanco, Texas, that the foregoing premises are found to be true and correct and, accordingly, the Council hereby adopts the following written policy regarding opening invocations before meetings of the Council:

1. In order to solemnize proceedings of the City Council of Blanco, Texas, it is the policy of the Council to allow for, but not to mandate, an invocation or prayer to be offered before its meetings for the benefit of the Council.

2. The prayer shall not be listed or recognized as an agenda item for the meeting or as part of the public business.

3. No member or employee of the Council or any other person in attendance at the meeting shall be required to participate in any prayer that is offered.

4. The prayer shall be voluntarily delivered by an eligible member of the clergy in the Blanco Community. To ensure that such person (the "invocation speaker") is selected from among a wide pool of the Blanco Community Clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

a. The City Secretary (the "Secretary") shall compile and maintain a database (the "Congregations List") of the religious congregations with an established presence in the Blanco Community.

b. The Congregations List shall be compiled by referencing the listing for "churches," "congregations," or other religious assemblies in the annual YellowPages phone book(s) published for the City of Blanco, Texas, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence in the local community of the Blanco are eligible to be included in the Congregations List, and any such congregation can confirm its inclusion by specific written request to the Secretary.

c. The Congregations List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City of Blanco, Texas.

d. The Congregations List shall be updated, by reasonable efforts of the Secretary, in November of each calendar year.

e. Within thirty (30) days of the effective date of this policy, and on or about December 1 of each calendar year thereafter, the Secretary shall mail an invitation addressed to the "religious leader" of each congregation listed on the Congregations List, as well as to the individual chaplains included on the Congregations List.

f. The invitation shall be dated at the top of the page, signed by the Secretary at the bottom of the page, and read as follows:

Dear religious leader,

The City Council of Blanco, Texas makes it a policy to invite members of the clergy in the Blanco community to voluntarily offer a prayer before the beginning of its meetings, for the benefit and blessing of the Council. As the leader of one of the religious congregations with an established presence in the local community, or in your capacity as a chaplain for one of the local fire departments or law enforcement agencies, you are eligible to offer this important service at an upcoming meeting of the Council.

If you are willing to assist the Council in this regard, please send a written reply at your earliest convenience to the City Secretary at the address included on this letterhead. Clergy are scheduled on a first-come, first-serve basis. The dates of the Council's scheduled meetings for the upcoming year are listed on the following, attached page. If you have a preference among the dates, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the Council requests only that the prayer opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker.

On behalf of the City Council of Blanco, Texas, I thank you in advance for considering this invitation.

*Sincerely,
City Secretary*

- g. As the invitation letter indicates, the respondents to the invitation shall be scheduled on a first-come, first-serve basis to deliver the prayers.
5. No guidelines or limitations shall be issued regarding an invocation's content, except that the Council shall request by the language of this policy that no prayer should proselytize or advance any faith, or disparage the religious faith or non-religious views of others.
6. No invocation speaker shall receive compensation for his or her service.
7. The Secretary shall make every reasonable effort to ensure that a variety of eligible invocation speakers are scheduled for the Council meetings. In any event, no invocation speaker shall be scheduled to offer a prayer at consecutive meetings of the Council, or at more than three (3) Council meetings in any calendar year.
8. Neither the Council nor the Secretary shall engage in any prior inquiry, review of, or involvement in, the content of any prayer to be offered by an invocation speaker.
9. Shortly before the opening gavel that officially begins the meeting and the agenda/business of the public, the Mayor or the Mayor Pro Tem shall introduce the invocation speaker and the person selected to recite the Pledge of Allegiance following the invocation, and invite only those who wish to do so to stand for those observances of and for the Council.
10. This policy is not intended and shall not be implemented or construed in any way, to affiliate the Council with, nor express the Council's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the Council's respect for the diversity of religious denominations and faiths represented and practiced among the citizens of Blanco, Texas.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this policy shall become effective immediately upon adoption by the Council.

DULY ADOPTED AND APPROVED by the City Council of the City of Blanco, Texas, on this 9th day of November, 2021.

APPROVED:

Rachel Lumpee
Mayor

ATTEST:

Laurie Cassidy
City Secretary

APPROVED AS TO FORM:

Brad Bullock
City Attorney

NEW BUSINESS

ITEM #2



Discussion, Consideration & Possible Action
on the Property Located at 301 Misty River
Run & Jones Street

KELLY KUENSTLER

NOVEMBER 9, 2021

BLANCO CITY COUNCIL MEETING

1

Discussion

- The Owners, Michael & Ayse Cheslock, at 301 Misty River Run are interested in purchasing the piece of property that is the City's right of way which runs parallel to the State Park.
- The reason for the Cheslock's request is that they would like to reengineer the land because it floods
- The Cheslock's property sits below the street level
- The reason for the purchase of land is so that they have higher ground to park



2

Further Discussion

This request was brought before a previous council and it was denied.
The city's right of way is currently known as Jones Street.



3

Recommendation & Fiscal Impact

Fiscal Impact: Unknown

Recommendation: City Administrator does not recommend selling the piece of property that is the City's right of way.



4



Discussion, Consideration & Possible Action
on the Property Located at 301 Misty River
Run & Jones Street

KELLY KUENSTLER

NOVEMBER 9, 2021

BLANCO CITY COUNCIL MEETING

NEW BUSINESS

ITEM #3



Presentation, Discussion & Possible Action
on City of Blanco Property Known as Pecan
Bottom

KELLY KUENSTLER

NOVEMBER 9, 2021

BLANCO CITY COUNCIL MEETING

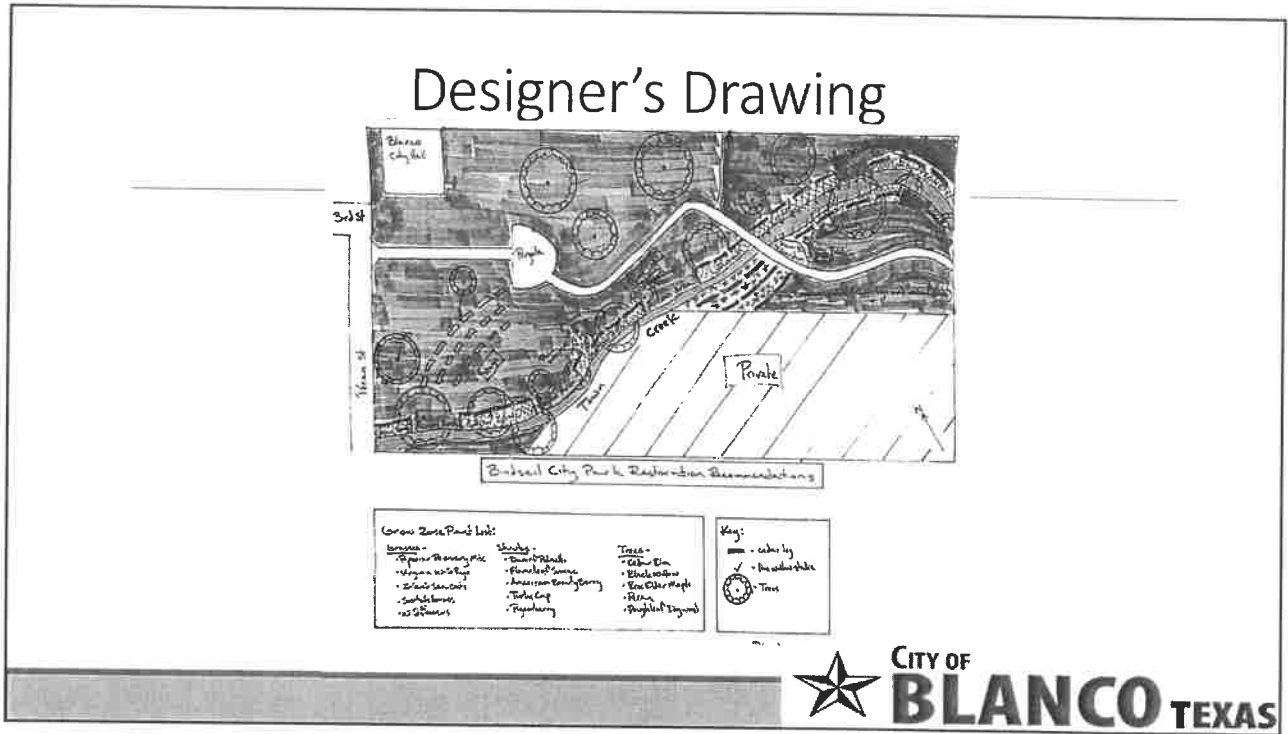
1

Discussion

- Councilor Baron & Mayor Lumpee would like to explore the possibility of plans for Pecan Bottom
- In late 2017/early 2018, KBB began the Town Creek Riparian Restoration project and partnered with the Hill Country Alliance, Nature Conservancy, and the Texas Parks and Wildlife
- At the beginning, KBB Beautification chair and landscape designer Judy Dorsett and Ryan McGillicuddy, Texas Dept. of Parks and Wildlife, put their heads together to work on the plan for the riparian restoration of Town Creek between Hwy. 281 and Blanco State Park and created a drawing of what they hoped to accomplish with the project



2



3

Recommendations Were Also Provided by the 3 Partners

Hill Country Alliance
 Nature Conservancy
 Texas Parks & Wildlife

Objective: "Restore and beautify the native riparian corridor along Town Creek in downtown Blanco in a manner that provides for both recreational uses and ecological functions, including stream stability, erosion control, flood mitigation, wildlife habitat, and water quality."

3 priority zones including the Pecan Bottom

- Priority 1: Bindseil City Park from the Pecan Street Bridge down to the culverted sidewalk crossing
- Priority 2: From laundromat to the vehicular bridge at Pecan Street
- Priority 3: Culverted sidewalk crossing to the Blanco State Park border (not all City owned property)

CITY OF BLANCO TEXAS

4

Priority Zone 2 Recommendations

Widen the in-tact riparian area along the right bank by 5-10 feet

Mark the grow zone area with signage and a passive border (KBB has grow zone signs)

Collect and broadcast the Virginia wild-rye seed in mid to late fall

Create targeted access points no more than 20 feet wide and spaced at least 50 feet apart with the grow zone in between

Leave limbs and large woody material in the creek



5

Benefits of Green Space in Cities

Health benefits associated with access to public open space and parks

- Reduced stress levels, depression, and more
- Increased physical activity
- Reduce healthcare and other costs

Environmental benefits associated with access to public open space and parks

- Protect natural lands, ecological reserves, wetlands, and other green areas which provides health habitats for humans, wildlife, and plants
- Create human and energy efficient cities that can help slow global warming
- Makes compact living attractive and viable
- Trail networks link individual parks, making them easier to bike and walk
- Trees and vegetation offer lower cost, natural solutions for addressing storm water runoff and air pollution



6

There are videos that show how to get the community involved so they can be built by volunteers. A great idea for Pecan Bottom—especially if it is reinforced with native flowers and grasses. Built on top of the ground, these structures do NOT add to the impervious cover. **STICK & BRANCH HOUSES BUILT IN CITY PARKS**

CITY OF **BLANCO** TEXAS

7

Recommendation & Fiscal Impact

Fiscal Impact: Unknown at this time, but there would be major health and environmental benefits for the community

Recommendation: Council approve plan for Pecan Bottom

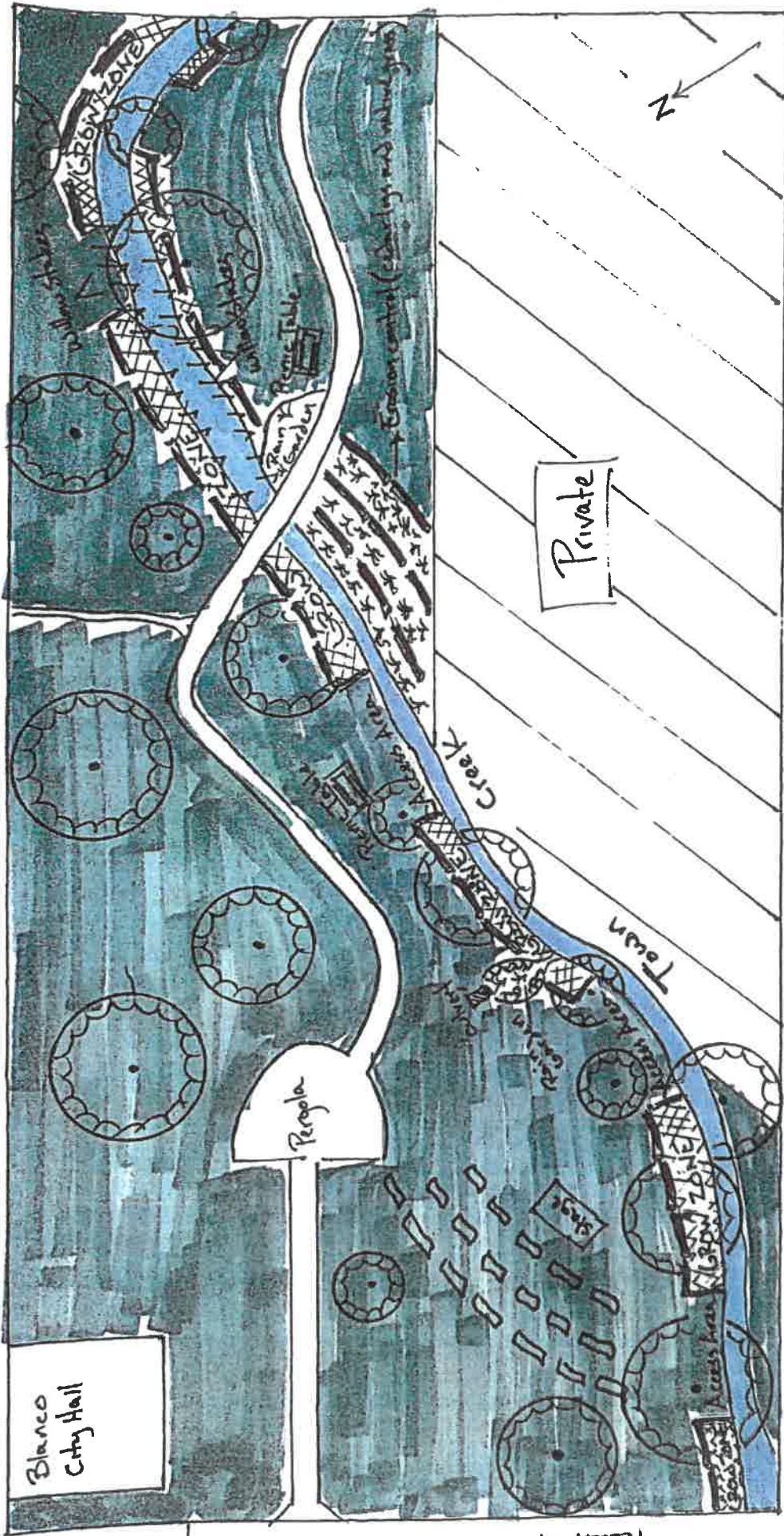
CITY OF **BLANCO** TEXAS

8



Presentation, Discussion & Possible Action
on City of Blanco Property Known as Pecan
Bottom

KELLY KUENSTLER
NOVEMBER 9, 2021
BLANCO CITY COUNCIL MEETING



Bindseil City Park Restoration Recommendations

Key:

- ▬ - cedar log
- ✓ - live willow stake
- ⊙ - Trees

Growth Zone Plant List:

Grasses

- Riparian Recovery Mix
- Virginia wild Rye
- Inland Sea-Oats
- Switch Grass
- Wildflowers

Shrubs

- Dwarf Palmetto
- Flameleaf Sumac
- American Beautyberry
- Turkey Cup
- Pigeonberry

Trees

- Cedar Elm
- Black willow
- Box Elder Maple
- Pecan
- Roughleaf Dogwood

NEW BUSINESS

ITEM #4



Presentation, Consideration & Possible
Action on Mainstreet Architects, Inc.
(Blanco Streetscape & City Masterplan)

KELLY KUENSTLER

NOVEMBER 9, 2021

BLANCO CITY COUNCIL MEETING

1

Discussion

- Mainstreet Architects, Inc. answered an RFQ issued by Streetscape and presented their proposal to Streetscape in June.
- Streetscape awarded the RFQ to Mainstreet Architects, Inc. in July
- In August, City Administrator met with Mainstreet Architects, Inc. in an effort to understand how the Streetscape proposal should come before an update to the City's master plan.
- Both the City Administrator and Sue Ann Pemberton of Mainstreet Architects agreed that the project needed to be redesigned and that projects should run parallel and that the fee would be based over the duration of the project.
- Even with the rewrite, City Administrator does not believe it is in the best interests of the taxpayer to do the entire plan.
- City Administrator discussed the original RFQ & possible revision with Streetscape on November 8th.



2

Options

1. Adopt the Mainstreet Architects, Inc. plan as is and do a budget adjustment for the payment of the City's portion of the plan (whatever is determined). \$80,000
2. Adopt a very revised version of the plan, i.e., last bullet points in Phase 1 which would cost Streetscape \$15,000
3. Don't adopt the plan and revisit next year.
4. Any other revision the Council decides upon.



3

Recommendation & Fiscal Impact

Fiscal Impact:

Recommendation: City Administrator recommends that the Council not fund the RFQ.



4



Presentation, Consideration & Possible
Action on Mainstreet Architects, Inc.
(Blanco Streetscape & City Masterplan)

KELLY KUENSTLER

NOVEMBER 9, 2021

BLANCO CITY COUNCIL MEETING

Mainstreet Architects Inc.

Blanco Streetscape Masterplan – Methodology with Two Parallel Projects

Phase 1 – Expedite Community Engagement and Downtown Design

Community and Stakeholder Input

Hold public listening sessions to discuss challenges and needs

- a. Meet with schools/children/parents
- b. Meet with business owners
- c. Meet with city officials and staff
- d. Hold initial consultation with Blanco Streetscape Committee

Visioning and Guiding Principles

Bring the community together to create a preliminary unified vision of the streetscape based on previous tasks

- a. Create graphics and review images
- b. Prepare draft goals and objectives
- c. Prioritize design goals and concepts
- d. Coordinate with Design Guidelines and Standards, and Comprehensive Masterplan

Downtown Design Specific Preliminary Design

- a. Listening Session
- b. Establish Pilot Project Design Area
- c. Schematic Design Presentation

Phase 1 - \$20,000

Phase 2 – Research and Downtown Project Design

Citywide Research

- a. Review available resources
- b. Outline public outreach plan
- c. Establish roles and responsibilities
- d. Collect and analyze previous planning and research efforts
- e. Review fabric of the existing built environment and historic survey
- f. Review regulatory framework including Texas Department of Transportation

Downtown Design Pilot Review

- a. Finalize Design
- b. Bid/Initiate Pilot Project

Analyze Existing Conditions – Citywide

Review land and building use and utility locations

- a. Identify current land and building use
- b. Identify open space and underutilized properties
- c. Study vehicular and pedestrian traffic
- d. Identify locations of existing utilities
- e. Evaluate utility location feasibility/possibility of relocation

Assess Connectivity - Citywide

Determine circulation goals for bikes, pedestrian, vehicles

- a. Study circulation via analysis of roadway links and intersections, block size and configuration
- b. Assess connectivity, real and perceived, as expressed in community and stakeholder meetings

Phase 2 - \$30,000

Phase 3 – Preliminary Master Planning - Citywide

Review and incorporate findings from previous research and visioning

- a. Draft initial Masterplan and graphics
- b. Present Draft publicly for review and comment
- c. Identify possible Phases of Implementation

Phase 3 - \$20,000

Phase 4 – Final Masterplan

Incorporate Revisions to Draft

- a. Incorporate appropriate comments and recommendations
- b. Evaluate comments and recommendation from Task 6
- c. Finalize possible phasing recommendations
- d. Outline recommendations for Implementation
- e. Combine all previous tasks into Final Document
- f. Present plan to City and Community
- g. Deliver print and digital files

Phase 4 - \$15,000

Total over the life of the life of the project
Billed on a Monthly Basis

\$85,000.00

NEW BUSINESS

ITEM #5



PRESENTATION, DISCUSSION AND POSSIBLE ACTION ON AN ORDINANCE AMENDING AND MODIFYING ORDINANCE 2016-O-09 (ADOPTED 8/29/16), CODIFIED AS SECTION 12.01.002 OF THE CODE OF ORDINANCES OF THE CITY OF BLANCO, AND PROHIBITING PROVISION OF WATER OUTSIDE CITY LIMITS EXCEPT IN LIMITED CIRCUMSTANCES

KELLY KUENSTLER

NOVEMBER 9, 2021

BLANCO CITY COUNCIL MEETING

1

Discussion

- Councilor Barron asked that this item be placed on the current agenda as a conservation item based on her ongoing concerns about Blanco's water supply and the availability of water
- This amendment is about exploring options for future growth
- City wants to ensure that there is water for residents & future residents of the Town of Blanco
- It is anticipated that most development in the future will be in the ETJ; therefore, a look at the amendment is relevant.
- The amending ordinance looks at prioritizing residents – Council needs to ensure that their needs are met first.
- There is no increase in water resources in the future for Blanco
- Councilor Barron suggests that you look at policies that conserve in order to protect citizens



2

Ordinance Changes

Sec. 12.01.002 Provision of water outside city limits

- a. Except as otherwise specifically provided herein, the city shall not provide water services outside the city limits.
- a. This ordinance shall not prohibit pre-existing water services that are in place and providing water at the time of the approval of the ordinance.
- a. Notwithstanding the foregoing, if the owners of real property located outside of the city limits, but living within the city's extraterritorial jurisdiction, shall apply for city water services, then, in addition to properly filling out all applicable forms (the "application") required by the city, the owners shall be required to file with the city a petition requesting voluntary annexation (the "petition"). Said petition shall be in a form determined by the city in its sole discretion. Provision of city water to the non-city real property owner(s) is conditioned upon both the city and city council properly accepting and approving the application and petition, as well as all other applicable legal requirements.



3

Recommendation & Fiscal Impact

Fiscal Impact:	Unknown
Recommendation:	Council Discretion



4



PRESENTATION, DISCUSSION AND POSSIBLE ACTION ON AN ORDINANCE AMENDING AND MODIFYING ORDINANCE 2016-O-09 (ADOPTED 8/29/16), CODIFIED AS SECTION 12.01.002 OF THE CODE OF ORDINANCES OF THE CITY OF BLANCO, AND PROHIBITING PROVISION OF WATER OUTSIDE CITY LIMITS EXCEPT IN LIMITED CIRCUMSTANCES

KELLY KUENSTLER

NOVEMBER 9, 2021

BLANCO CITY COUNCIL MEETING

Sec. 12.01.002 Provision of water outside city limits

If the owners of real property located outside of the city limits, but living within the city's extraterritorial jurisdiction, shall apply for city water services, then, in addition to properly filling out all applicable forms (the "application") required by the city, the owners shall be required to file with the city a petition requesting voluntary annexation (the "petition"). Said petition shall be in a form determined by the city in its sole discretion. Provision of city water to the non-city real property owner(s) is conditioned upon the city and/or city council properly accepting the application and petition. (Ordinance 2016-O-09 adopted 8/29/16)

AN ORDINANCE AMENDING AND MODIFYING ORDINANCE 2016-O-09 (ADOPTED 8/29/16), CODIFIED AS SECTION 12.01.002 OF THE CODE OF ORDINANCES OF THE CITY OF BLANCO, AND PROHIBITING PROVISION OF WATER OUTSIDE CITY LIMITS EXCEPT IN LIMITED CIRCUMSTANCES

Whereas the City of Blanco maintains its own water supply by adjudicated rights to draw water from the Blanco River and secondarily, from Canyon Lake;

Whereas accordingly, water supply to the City of Blanco is limited and should be conserved and managed with care and in the best interest of the residents of the City;

Whereas, it is clearly in the City's best interest to prioritize the provision of water services to the residents of the City and to within the City's limits and boundaries;

Therefore, Ordinance 2016-O-09 (adopted 8/29/16), which is codified at Section 12.01.002 of the Code of Ordinances of the City of Blanco, is hereby amended and modified to add the following provisions (noted as underscored below):

Sec. 12.01.002 Provision of water outside city limits

- a. Except as otherwise specifically provided herein, the city shall not provide water services outside the city limits.
- b. This ordinance shall not prohibit pre-existing water services that are in place and providing water at the time of the approval of the ordinance.
- c. Notwithstanding the foregoing, if the owners of real property located outside of the city limits, but living within the city's extraterritorial jurisdiction, shall apply for city water services, then, in addition to properly filling out all applicable forms (the "application") required by the city, the owners shall be required to file with the city a petition requesting voluntary annexation (the "petition"). Said petition shall be in a form determined by the city in its sole discretion. Provision of city water to the non-city real property owner(s) is conditioned upon both the city and city council properly accepting and approving the application and petition, as well as all other applicable legal requirements.

NEW BUSINESS

ITEM #6



Discussion, Consideration & Possible Action on Clarifying Blanco Sewer Rates

RONNIE RODRIGUEZ – PUBLIC WORKS DIRECTOR
OLGA GAMEZ – ASSISTANT CITY SECRETARY
NOVEMBER 9, 2021
BLANCO CITY COUNCIL MEETING

1

INTRODUCTION

The agenda item regarding Sewer Rates at last month's City Council Meeting has uncovered issues in our billing and records department that date back to June, 2020. This occurred when the City of Blanco updated the latest water rate increases into our RVS system in December, 2020, and the incremental increase for sewer was not carried over to all accounts.

This means that all accounts created *after* that date were on a base rate only sewer charge of \$28.00/month and did NOT have the incremental increase charges from winter averaging (estimated 65 accounts). All accounts *before* this time frame ended up on a "Fixed Rate" of sewer fees that included the incremental charges from the winter averaging year of 2019 (estimated 835 accounts). Therefore, the City of Blanco has been charging 2 different ways for sewer in regards to the incremental charges (winter averaging).

The City of Blanco has historically charged for sewer using a base rate AND an incremental charge for usage utilizing winter averaging during the months of December, January and February.

Current records do not positively specify if winter averaging charge is to be in effect.



2

HISTORY OF RATES (SEWER)

February 8, 1982 – AN ORDINANCE CREATING RULES AND REGULATIONS FOR FURNISHING CITY UTILITIES AND SETTING RATES FOR CHARGES THEREFORE FOR THE CITY OF BLANCO, TEXAS.

SEWER RATES INSIDE CITY LIMITS – The following schedule of monthly charges a rates for sanitary sewer service furnished by the City shall be, and such is hereby adopted and established, as follows:

User charge will be determined by the volume of wastewater discharged with each user billed the same minimum user charge of \$4.00 per month for the first 4,000 gallons. Rates in excess of this minimum user charge will be calculated based upon the average water consumption during the months of December, January, and February at the rate of \$0.50 per 1,000 gallons metered over the 4,000 gallon minimum.

Established the minimum (base) rate and excess (incremental) rate using winter averaging.



3

AMENDMENTS

12 Amendments (sewer only) from February 8, 1982 - August 14, 2012

August 14, 2012 – Approved by Council – Sewer Rate Adjustments

Residential Base Rate: \$16.00 (Includes 2,000 gallons) and \$2.00/1,000 gallons usage after 2,000 gallon minimum.
 Residential OSCL Base Rate: \$16.00 (Includes 2,000 gallons) and \$3.00/1,000 gallons usage after 2,000 gallon minimum.
 Commercial Base Rate: \$20.00 (Includes 2,000 gallons) and \$2.50/1,000 gallons usage after 2,000 gallon minimum.
 Commercial OSCL Base Rate: \$20.00 (Includes 2,000 gallons) and \$3.75/1,000 gallons usage after 2,000 gallon minimum.

UTILIZING THE BASE AND INCREMENTAL RATES.

LATEST APPROVED INCREMENTAL RATES.



4

2017 AMENDMENT

May 9, 2017 – PASSED AND APPROVED BY COUNCIL - 20% Increase of the difference between the current rate and the recommended rate with depreciation set forth in Schedule A.

CITY OF BLANCO		CITY OF BLANCO AMENDMENT 2017	
Item	Description	Current Rate	Proposed Rate
1	Residential	\$72,620.00	\$87,144.00
2	Commercial	\$20,023.50	\$240,282.00
3	Industrial	\$10,689.30	\$128,271.60
4	Sewer + \$12	\$10,092.00	\$121,104.00
5	Total	\$113,424.80	\$1,361,097.60
6	Increase	\$13,310.90	\$159,730.80

NO RECORD OF THIS AMENDMENT BEING IMPLEMENTED IN OUR BILLING SYSTEM.

(NOTE: Responsibility for including water, sewer, gas, and electric rates is to the customer. Franchising and other regulated services are the same under single payments for all.)

Item	Description	Current Rate	Proposed Rate
1	Residential	\$72,620.00	\$87,144.00
2	Commercial	\$20,023.50	\$240,282.00
3	Industrial	\$10,689.30	\$128,271.60
4	Sewer + \$12	\$10,092.00	\$121,104.00
5	Total	\$113,424.80	\$1,361,097.60
6	Increase	\$13,310.90	\$159,730.80



2020 AMENDMENT

June 9, 2020 – Rate changes presented and Approved by Council.

Water/Sewer Rate Implementation	
9-Jun	City Council Approval
Immediate	Sewer Rate Increase Applied
1-Jul	Reinstate Late fees and Disconnects
1-Oct	Commercial Rates Applied
1-Oct	Industrial Rates Applied
1-Dec	Residential Rates Applied
Immediate Negotiation	Special Condition accounts will begin immediate identification/negotiation with a contract implemented October 1 for annual review, per contract terms.

	Water/Sewer Rate	
	Monthly	Annually
Residential	\$72,620.00	\$871,440.00
Commercial	\$20,023.50	\$240,282.00
Industrial	\$10,689.30	\$128,271.60
Sewer + \$12	\$10,092.00	\$121,104.00
Total	\$113,424.80	\$1,361,097.60
Increase	\$13,310.90	\$159,730.80

Median Avg. 30% of water bill



RECORDS

The 2020 Amendment approved by Council –

- ❖ Does not specify changes to Base Rate only
- ❖ Does not address keeping/eliminating the incremental charges (winter averaging)
- ❖ Meeting minutes record motion passed as presented by staff

Clear, detailed, and accurate records are vital for the City of Blanco billing department and should eliminate the need for any clarification.

DISCUSSION?



7

FISCAL IMPACT

The fiscal/budgetary impact will differ on the decision made by Council to:

Charge Base Rate with winter averaging – Revenue increase after updating (65?)accounts

Charge Base Rate WITHOUT winter averaging – Revenue decrease after updating (835?)accounts

Reimbursements to all affected accounts

Rate Study required



8

RECOMMENDATION

To approve uniformity in the City of Blanco's sewer rates

To approve to continue to utilize the \$28 base rate for all customers, AND implement the latest incremental charges (August 14, 2012) for all customers until another rate study can be completed and presented to Council.



9



Discussion, Consideration & Possible Action on Clarifying Blanco Sewer Rates

RONNIE RODRIGUEZ – PUBLIC WORKS DIRECTOR
OLGA GAMEZ – ASSISTANT CITY SECRETARY
NOVEMBER 9, 2021
BLANCO CITY COUNCIL MEETING

10

NEW BUSINESS

ITEM #7



Discussion, Consideration and Possible
Action On the Approval of a Water &
Sewer Extension Agreement Between the
City of Blanco and Six-Wheeler, LLC

KELLY KUENSTLER

NOVEMBER 9, 2021

BLANCO CITY COUNCIL MEETING

1

Background

- Six Wheeler, LLC, constructed water and sewer lines on approximately 40.21 acres of land located within the City limits.
- Six Wheeler, LLC, sold a portion of this property to a private company.
- The private company believed that the land they purchased had running water and sewer lines serviced by the City.
- A Water & Sewer Line Extension Agreement is brought forward in an attempt to determine whether or not the City will tap into the infrastructure and how an agreement to do this can be constructed in a legal manner.



2

Background

During the October City Council Meeting, the Water & Sewer Extension Agreement was brought before Council. No one representing Six Wheeler, LLC was present.

After the October Council Meeting, it was discovered that on the day of the meeting at 5:23 p.m., Mark Sparrow e mailed the city to inform them that the developer approved of the 20 years of maintenance but not to the \$20,000 bond requirement.

The agenda item was moved to the November 9th City Council Meeting.

On October 12, 2021, the City Administrator received an e mail from Mark Sparrow indicating that "Developer is fine for 20 years – we kindly ask if the City would waive the \$20k bond requirement and agree to lower the maintenance"



3

Background

On November 1, 2021, City Administrator receives ORR from Sparrow and an e mail referencing the UDC and its requirements. City Administrator responds with a letter stating that the UDC requirements are for those who have submitted plans to the City in advance.

City Administrator was contacted by Mark Sparrow who now represents Six Wheeler LLC. City Administrator met with Mr. Sparrow on November 4th who asked for a maintenance bond for a period of two (2) years which would protect against design defects, workmanship faults & other defects.

Mr. Sparrow was able to show Mayor Lumpee and the City Administrator a blank Master Utility Development Agreement given to Mr. Wheeler by former Mayor Martha Herden. Mayor Lumpee contacted former Mayor Herden who stated that it was in fact her that gave Mr. Wheeler the agreement but that she never received anything in return and it never went any further, i.e. never presented to Council.



4

Background

Mr. Sparrow represented to Mayor Lumpee and to the City Administrator that Ronnie Rodriguez had done city inspections on all of the infrastructure and that he had also given Mr. Wheeler a list of approved fittings for the infrastructure.

Mr. Rodriguez denied that he ever inspected the infrastructure but did state that he "remembered giving Mr. Wheeler the number of the City's supplier and that he would have given that list to any developer". Mr. Rodriguez also stated that he "did see approximately 100 feet of the infrastructure which had not been buried but never approved anything".

City Administrator agreed to bring Six Wheeler LLC's proposal to the Blanco City Council but stated that she would not recommend a two (2) year maintenance bond as she didn't believe the taxpayer should carry the burden of infrastructure laid that was not in compliance with the law



5

Recommendation & Fiscal Impact

Fiscal Impact: The fiscal impact should be positive in the following ways:

- (1) Landowners will pay water & sewer fees – dependent on use
- (2) Landowners will pay connect fees \$10.00
- (3) Landowners will pay \$50.00 for the Customer Service Inspection (CSI)
- (4) Developer will pay impact fee of \$ ____
- (5) City will receive water & sewer tap fees (\$1,200 plus meter deposit of \$148 for commercial businesses).
- (6) City will receive ad valorem taxes on properties sold once they are built out.
- (7) City will not have to pay maintenance fees on any of the lines for a period of ____ years.

Recommendation: City Administrator recommends



6



Discussion, Consideration and Possible
Action On the Approval of a Water &
Sewer Extension Agreement Between the
City of Blanco and Six-Wheeler, LLC

KELLY KUENSTLER
NOVEMBER 9, 2021
BLANCO CITY COUNCIL MEETING

Hello Mayor,

Can you please print out this email for Kelly?

Thank you,

Laurie A. Cassidy

City Secretary

City of Blanco

300 Pecan St.

Blanco, TX 78606

Office: 830-833-4525

Public Officials: Do not reply all to this email as doing so may be a violation of the Texas Open Meetings Act. Onl

From: marksparrow@ctesc.net <marksparrow@ctesc.net>

Sent: Tuesday, October 12, 2021 5:23 PM

To: citysec@cityofblanco.com

Cc: cityadm@cityofblanco.com; 'Jason Wheeler' <jwheeler257@gmail.com>

Subject: FW: Water and Sewer Line Extension Agreement

Laurie,

On behalf of Six Wheeler Investments, LLC ("Developer") and Mr. Jason Wheeler, Developer is fine with for 20 years.

We kindly ask if the City would waive the \$20K bond requirement and agree to lower the maintenance

Please feel free to contact me or Mr. Wheeler if you have any questions.

Thanking you in advance for your consideration.

Sincerely,

Mark Sparrow

Sparrow Real Estate Services, Inc.

210.722.9211

Hello Mr. Wheeler,

Attached is draft water and sewer line extension agreement for your review.

Thank you,

Laurie A. Cassidy

City Secretary

City of Blanco

300 Pecan St.

Blanco, TX 78606

Office: 830-833-4525

Public Officials: Do not reply all to this email as doing so may be a violation of the Texas Open Meetings Act. Onl

From: cityadmin@cityofblanco.com <cityadmin@cityofblanco.com>
Sent: Monday, November 1, 2021 6:06 PM
To: 'marksparrow@ctesc.net' <marksparrow@ctesc.net>
Cc: 'citysec@cityofblanco.com' <citysec@cityofblanco.com>
Subject: RE: Public Information Request

Good Evening Mr. Sparrow:

I am familiar with that provision but the two-year maintenance bond is for those who have submitted plans to the city in advance and have followed the laws passed by the city. In this case, the city would have had the opportunity to inspect for compliance before construction but of course, they did not.

The point is that even when the city has had an opportunity to inspect in advance, and even for those projects that are compliant with our rules, those developers still post a two- year maintenance bond. Why would someone who did nothing to comply with city regulations get the benefit of the two- year bond? I believe this is an unnecessary risk to the taxpayer. There is no way for us to reasonably inspect all of this infrastructure since it is already in the ground. We have no way of knowing if it is compliant.

Because rules were not followed and there was not authorization given through the appropriate method, your client would not get the same benefit as the developer who made certain to follow the City of Blanco's regulations.

I hope this helps clarify the situation for you. Please let me know if I can assist in any way.

Respectfully,

Kelly

Kelly Kuenstler, MPA
Blanco City Administrator (Interim)
P.O. Box 750
Blanco, TX 78606
(830) 833-4525

Please do not hit reply to all in order to avoid a potential Open Meetings Violation. Thank you!

From: marksparrow@ctesc.net <marksparrow@ctesc.net>
Sent: Monday, November 1, 2021 4:13 PM
To: cityadmin@cityofblanco.com
Cc: citysec@cityofblanco.com
Subject: RE: Public Information Request

Thanks Kelly!

In regards to the last draft of the water and sewer line extension agreement with Six Wheeler Investments, LLC and in particular the City's request in that draft that Six Wheeler Investments, LLC posts a \$20,000.00 maintenance bond for 20 years, I looked through the City's unified development code and noted that in Section 8.5(3) – City Acceptance of Improvements, the landowner or developer is required to submit a two (2) year maintenance bond upon completion of the improvements.

If you agree, then shouldn't the term on the maintenance bond be limited two (2) years and not twenty (20) years as proposed in the draft water and sewer line extension agreement.

Please let me know your thoughts.

Sincerely,

Mark

From: cityadmin@cityofblanco.com <cityadmin@cityofblanco.com>
Sent: Monday, November 1, 2021 3:34 PM
To: marksparrow@ctesc.net
Cc: citysec@cityofblanco.com
Subject: RE: Public Information Request

Good Afternoon Mr. Sparrow:

I have cc'd our City Secretary so that she can assist you with this open records request.

Respectfully,

Kelly

Kelly Kuenstler, MPA
Blanco City Administrator (Interim)
P.O. Box 750
Blanco, TX 78606
(830) 833-4525

Please do not hit reply to all in order to avoid a potential Open Meetings Violation. Thank you!

From: marksparrow@ctesc.net <marksparrow@ctesc.net>
Sent: Monday, November 1, 2021 3:22 PM
To: cityadmin@cityofblanco.com
Subject: FW: Public Information Request

Kelly,

I inadvertently sent the email to wrong address for you.

I think when I started typing city it filled in adm instead of admin.

Best,

Mark

From: marksparrow@ctesc.net <marksparrow@ctesc.net>
Sent: Monday, November 1, 2021 3:17 PM
To: 'citysec@cityofblanco.com' <citysec@cityofblanco.com>
Cc: 'cityadm@cityofblanco.com' <cityadm@cityofblanco.com>
Subject: Public Information Request

City Secretary, City of Blanco,

Recently, I went on line and tried to locate the following on the City's website:

Ordinance No. – 2019-005, and

City Council minutes from July 09, 2019.

During my search, I could not locate either of the above.

Accordingly, I kindly request copies of ordinance no. 2019-005 and the minutes from the July 9th City Council meeting.

I would greatly appreciate it if you would email the copies to my email address below.

Please contact me if you have any questions.

Thanking you in advance,

Mark Sparrow

Sparrow Real Estate Services, Inc.

M: 210.722.9211

marksparrow@ctesc.net

WATER AND SEWER LINE EXTENSION AGREEMENT

This Water and Sewer Line Extension Agreement ("Agreement") is between the City of Blanco, Texas, an incorporated Type A, general-law municipality (the "City"), and Six Wheeler Investments, L.L.C., a Texas limited liability company ("Developer"). In this Agreement, the City and Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS:

WHEREAS, Developer intends to develop approximately 40.21 acres of land (the "Land") located within the City, which Land is depicted on the survey map attached as Exhibit A, for commercial uses in a manner that will provide benefits to the landowners as well as other residents of the City (the "Project"); and

WHEREAS, Developer has requested the City provide water and wastewater service to serve the Land and the City has agreed to provide water and wastewater service in accordance with the terms of this Agreement; and

WHEREAS, Developer has constructed water line and sewer line extensions from the City's existing facilities to the Land and will convey such facilities to the City in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

- 1.1 "City System" means the City Water System and the City Wastewater System.
- 1.2 "City Wastewater System" means the wastewater collection and treatment system owned and operated by the City.
- 1.3 "City Water System" means the water production and distribution system owned and operated by the City.
- 1.4 "Project Costs" means all costs incurred by Developer to design and construct the Project Facilities, including Water Extension Costs (as defined herein) and Sewer Extension Costs (as defined herein).
- 1.5 "Project Facilities" means the Water Line Extension (as defined herein) and the Sewer Line Extension (as defined herein) and related facilities constructed by Developer for the Land to

receive water service and wastewater service from the City System, including water and wastewater taps, but not including internal private service lines.

1.6 "Plans and Specifications" means the plans and specifications for the Water Line Extension and Sewer Line Extension, attached hereto as Exhibit B, which have been approved by the City.

1.7 "Ultimate Consumer" means a person or legal entity that owns or leases any portion of the Land and receives water and wastewater services from the City System through the Project Facilities.

1.8 "Impact Fees" means a one-time payment made to the City by a developer of a new development to pay for the cost of construction or expansion of water and sewer facilities located outside the boundaries of the new development and that are needed by new development and its impact on the surrounding community.

1.9 "Maintenance Bond" means a bond guaranteed by a surety in an amount not less than \$20,000 for a period of not less than twenty (20) years, which shall protect against design defects, workmanship faults and other resulting problems related to the Project Facilities, naming the City of Blanco as the beneficiary of the bond.

1.10 "Plat" means the official plat of the "Land" and any subdivisions thereof, which shall be adopted and incorporated as an exhibit to this Agreement.

ARTICLE II CONSTRUCTION, FINANCING, OWNERSHIP AND OPERATION

2.1 Project Construction. Developer has constructed a water line extension, from the City's existing water line to the Land, in accordance with the Plans and Specifications (the "Water Line Extension") and shall pay for all costs of construction of the Water Line Extension, including costs for engineering, material, labor, testing ("Water Extension Costs") and a Maintenance Bond. Developer has constructed a sewer main extension, from the City's existing sewer main to the Land, in accordance with the Plans and Specifications (the "Sewer Line Extension") and shall pay for all costs of construction of the Sewer Line Extension, including costs for engineering, material, labor, testing ("Sewer Extension Costs") and said Maintenance Bond. This Agreement shall not be construed as an obligation of Developer to construct any other expansion of the City System. The Water Line Extension and Sewer Line Extension have been constructed by Developer. After an approved inspection of the water and sewer lines by the City of Blanco, the City agrees to service the water and sewer lines with city existing service.

2.2 Retail Utility Service. The Parties acknowledge that the City has the exclusive right to provide retail water and wastewater services to the Land. Users of water and wastewater within the Land will be customers of the City and such users will receive water and sewer service in the same manner, and pay the same water and sewer rates, as other City customers located within the City. Developer shall

install water and wastewater taps in accordance with City standards, as part of its construction obligations, but the City shall install all meters. The City shall be responsible for connecting and initiating service to Ultimate Consumers and billing such users for water and wastewater service.

2.3 **Ownership, Operation and Maintenance.** When the City has completed its inspection of such Water Line Extension and Sewer Line Extension, provided such Water Line Extension and Sewer Line Extension meet applicable requirements for acceptance, the City will accept the Project Facilities, including the Water Line Extension and Sewer Line Extension, and service shall be provided on the condition that the Developer purchases a Maintenance bond in the amount of \$20,000, for a period of twenty (20) years, related to the Project Facilities, naming City of Blanco as the beneficiary of said bond. Upon the expiration of the Maintenance Bond, the City shall assume all maintenance obligations for the Project Facilities, and Developer shall have no further obligations with respect to the Project Facilities; including the Water Line Extension and Sewer Line Extension.

2.4 **Title to Water and Wastewater.** The City shall own all water supplied through the City System and Project Facilities and all wastewater collected from the Project Facilities until the point of transfer to the customer at the meter.

ARTICLE III GENERAL PROVISIONS

3.1 **Term.** The term of this Agreement will commence on the date the last Party executes this Agreement and continue until the Maintenance Bond Expires. Following expiration of the term of this Agreement, the Land will continue to receive water and sewer service from the City under the same terms and conditions as other users within the City's corporate limits.

3.2 **Assignment & Binding Effect.** Developer may assign its rights under this Agreement, in whole or in part, to any successor in title to the Land with the City's advance written consent. In such event, Developer shall deliver written notice of such assignment to the City. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

3.3 **Governing Law, Jurisdiction & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Parties acknowledge that this Agreement is performable in Blanco County, Texas, and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

3.4 **Severability.** If any provision of this Agreement is found by a competent court to be illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement, including the remainder of a provision only part of which is invalid, shall not be affected.

3.5 **No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

3.6 **Default.** If a Party defaults in its obligations under this Agreement, another Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

3.7 **Remedies for Default.** If a Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

3.8 **Attorneys' Fees.** The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys' fees, expenses, and court costs 'in connection with any original action, any appeals, and any post-judgment proceedings.

3.9 **Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that right. The Parties' right to insist upon strict compliance with all terms of this Agreement remains in effect. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default or of the right to require performance of the same or any other provision of this Agreement in the future.

3.10 **Entire Agreement.** This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

3.11 **Exhibits, Headings. Construction & Counterparts.** All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings e9ntained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed

3.12 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

3.13 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Developer certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.

3.14 Notices. Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Party:

CITY:

Original: City Administrator
City of Blanco
P.O. Box 384
Blanco, Texas 78620
Fax:(512)858-5646

DEVELOPER:

Original: Six Wheeler Investments, L.L.C.
P.O. Box 1618
Blanco, Texas 78606

The Parties may change their mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is affected. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

3.15 Exhibits. The following exhibits are attached to this Agreement and made a part hereof for all purposes:

- Exhibit A Map of Land
- Exhibit B Plans and Specifications
- Exhibit C Utility Conveyance. and Security Agreement
- Exhibit D Plats of Record

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

CITY OF BLANCO:

By: _____

Name: _____

Date: _____

ATTEST:

CITY SECRETARY

DEVELOPER:

SIX -WHEELER INVESTMENTS, L.L.C.,
a Texas limited liability company

By: _____

Name: _____

Date: _____

EXHIBIT A

EXHIBIT B

Exhibit C Utility Conveyance

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY
		THESE PRESENTS:
COUNTY OF BLANCO	§	

Six Wheeler Investments, L.L.C., a Texas limited liability company (the "Developer"), and the City of Blanco Texas, an incorporated Type A general law municipality (the "City"), entered into a Water and Sewer Line Extension Agreement dated October 12, 2021, (the "Agreement"), regarding certain water and sanitary sewer facilities constructed by the Developer to serve the Land, as defined in the Agreement. The Water Line Extension (as defined in the Agreement) and Sewer Line Extension (as defined in the Agreement) have been constructed; the Developer wishes to convey such facilities to the City for ownership, pursuant to the terms of the Agreement and this Utility Conveyance and Security Agreement; and the City is willing to accept such conveyance. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby convey, transfer, and deliver to the City, its successors and assigns, those certain facilities described as follows:

the water line extension constructed in accordance with the Plans and Specifications (as defined in and attached to the: Agreement) and sewer main extension constructed in accordance the Plans and Specifications and related facilities, including water and wastewater taps, but not including internal private service lines (the "Facilities") including but not limited to that easement recorded in the Official Public Records of Blanco County, Texas, as File No. _____.

The Developer constructed the Facilities and is conveying the Facilities to the City pursuant to the Agreement. Section 2.3 of the Agreement requires that the Project Facilities (as defined therein) be conveyed to the City for ownership.

The Developer hereby assigns to the City all rights, warranties, if any, owned or acquired by the Developer for the Facilities.

The City hereby agrees by its acceptance of this conveyance to own and operate the Facilities in accordance with the terms hereof and the Agreement.

SIX WHEELER INVESTMENTS, L.L.C.,
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

This instrument was acknowledged before me on the ___ day of October 2021, by _____ of Six Wheeler Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public

(Notary Seal)

In accordance with the Agreement, as defined above, the City hereby accepts this Utility Conveyance and Security Agreement.

City of Blanco, Texas

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

This instrument was acknowledged before me on the ___ day of October 2021, by _____ of the City of Blanco, Texas, on behalf of said City.

Notary Public

(Notary Seal)