



March 6, 2020

The Honorable Martha Herden, Mayor
City of Blanco
Planning Department
300 Pecan Street
Blanco, Texas 78606

**RE: LOS ALTOS SUBDIVISION
CITY OF BLANCO, TEXAS
CCL 18-110**

SUBJECT: ENGINEER'S SUMMARY LETTER

Dear Mayor Herden:

This correspondence is provided as an Engineer's Summary letter for the Concept Plan submittal for the tract located between 11th and 12th Street and Mesquite Street and Greenlawn Parkway. The Site contains 4.14 acres and lies within the City of Blanco. The current legal description is Blocks L3 and L4 of the Cage and Boon Addition. The two blocks are bisected by the unopen Cedar Street right-of-way. Currently, the tract is unzoned and has one residential structure and one manufactured home in place.

The Concept Plan includes 22 single family residential lots, one detention pond lot and installing a walking trail within the undeveloped right-of-way Cedar Street.

The Project includes the following infrastructure elements.

- Construct new 12th Street from Greenlawn Parkway to Cedar Street.
- Extend 8-inch wastewater lines to this Site.
- Extend new 8-inch water main along 11th Street between Greenlawn Parkway and Mesquite Street.

This site is located within the Blanco River watershed. The subject tract does not lie over the Edwards Aquifer Recharge Zone or Transition Zone. The 100-year regulatory floodplain does affect the tract per FEMA Panel No. 48031 C0110C dated February 6, 1991.

The following table represents the impervious cover conditions of the site:

SITE IMPERVIOUS COVER

Total Site Area:	180,199 sq. ft. (4.14 acres)
Existing residences, driveways, and carports	
Impervious Cover:	9,010 sq. ft. (0.21 acres)
<u>Proposed Impervious Cover:</u>	<u>90,099 sq. ft. (2.07 acres)</u>
Total Impervious Cover:	99,109 sq. ft. (2.27 acres) or 55 percent I.C.

Water and wastewater service is available to the Site will be provided by the City of Blanco. Electric service is provided by Pedernales Electric Company.

All land within the proposed single-family area is sloped less than five (5) percent. All disturbed areas shall be revegetated as soon as practically possible. There are no wetland or critical environmental features per the State and National databases.

Please advise if you have any questions concerning this matter.

Sincerely,

Hugo Elizondo, Jr., P.E.
Manager



Attachments

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-358-7575.



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

BLANCO COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 110 OF 250

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY	NUMBER	PANEL	SUFFIX
BLANCO CITY OF UNINCORPORATED AREAS	480050	0110	C
	480711	0110	C

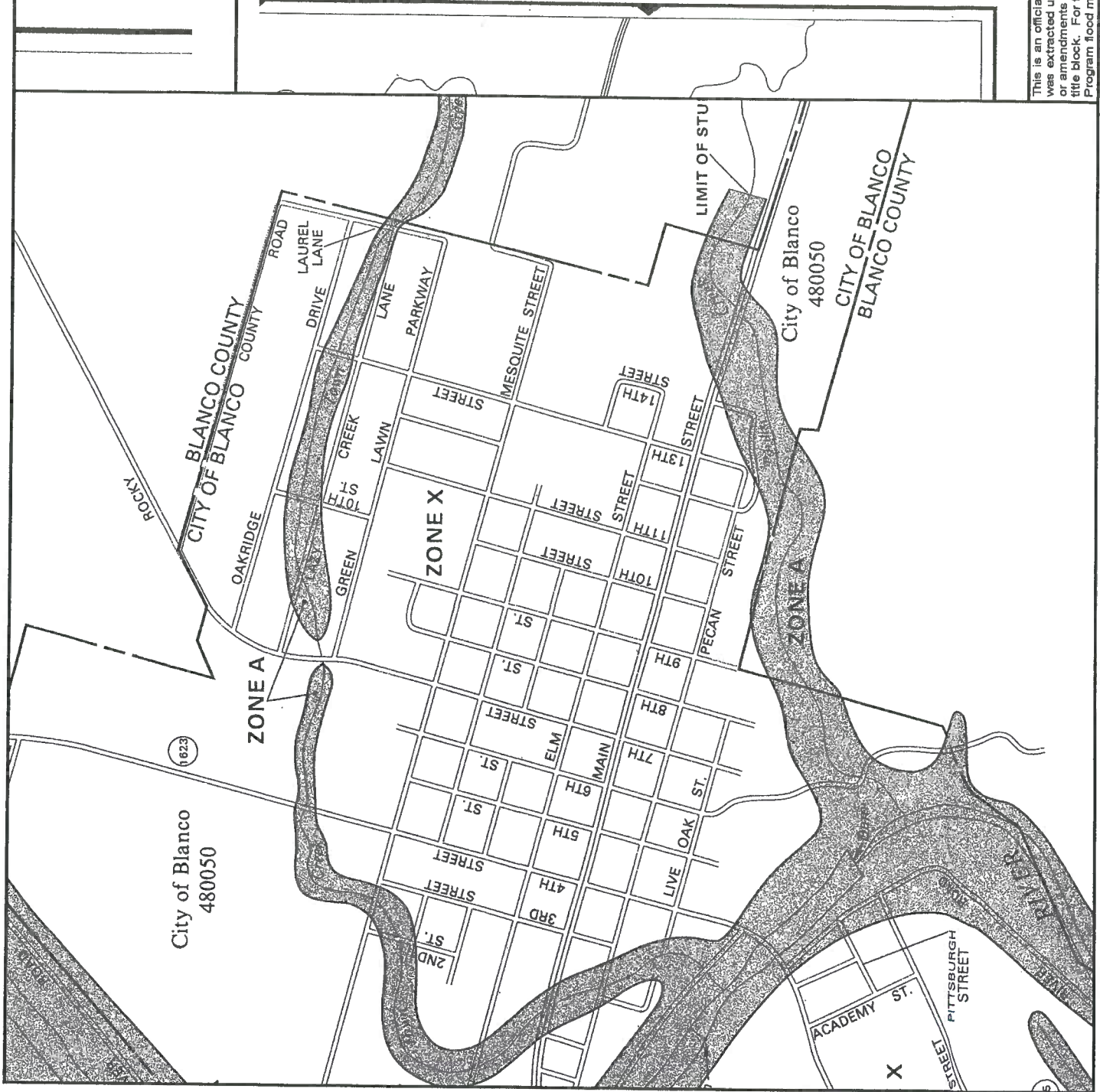
PANEL LOCATION

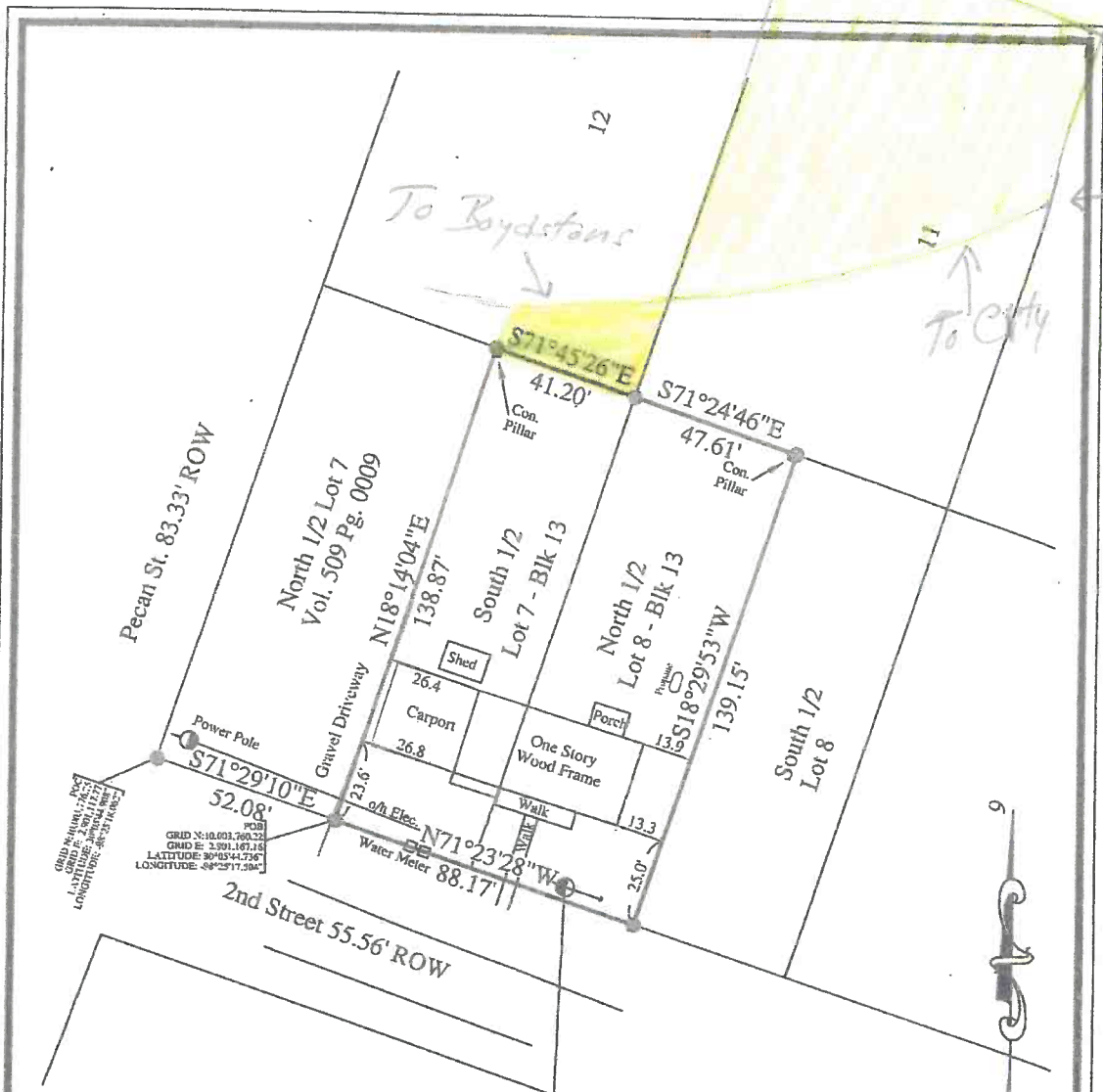
MAP NUMBER
48031C0110 C

EFFECTIVE DATE:
FEBRUARY 6, 1991

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov





NOTES:

- (1) BEARINGS AND DISTANCES IN PARENTHESIS ARE PER RECORDED PLAT.
- (2) All bearings are based on Texas State Plane Coordinates (Central zone). Convergence angle of 0°23'17".
- (3) 1/2" iron bars found at all lot corners.
- (4) This property lies in the 100 year flood zone "A" as determined by the FEMA flood boundary and floodway map 48031C0110 C. dated 2/6/1991. No warranty express or implied is made regarding the accuracy of the National Flood Insurance Program Map.

SURVEY PLAT OF: 0.283 ACRE, BEING THE SOUTH PART OF LOT 7 AND THE NORTH PART OF LOT 8, BLOCK 13, ORIGINAL TOWN OF BLANCO, BLANCO COUNTY, TEXAS.

I RICHARD J. SOLIS, A REGISTERED PROFESSIONAL LAND SURVEYOR, No. 4602, DO HEREBY CERTIFY TO FIRST AMERICAN TITLE INSURANCE COMPANY (GF No. 17-125) AND ROBERT BOYDSTON and CAROLYN BOYDSTON, THAT THE ABOVE PLAT REPRESENTS A SURVEY ACTUALLY MADE ON THE GROUND BY ME AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Richard J. Solis, R.P.L.S.
 RICHARD J. SOLIS, R.P.L.S. TEX. REG. 4602



JOB NO. Blanco
DATE: 2017/04/20
DRAWN BY: RJS
SCALE: 1" = 40'
REVISIONS
DATE:
DATE:
DATE:

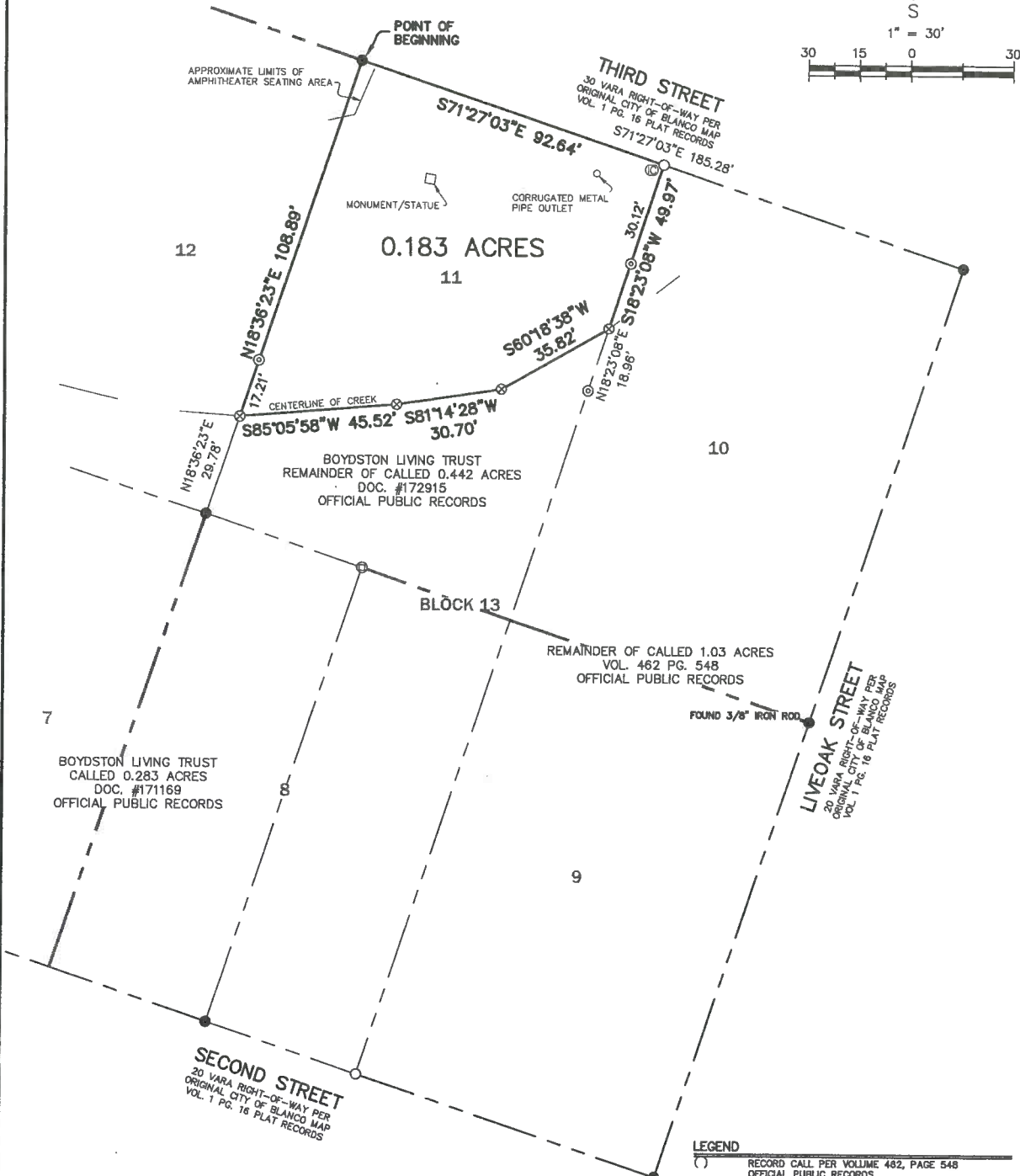
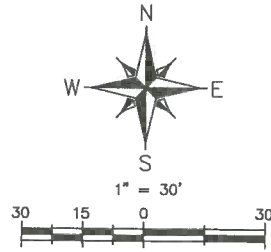


Geomatics of Texas, Inc.
Professional Surveyors

300 Main Street Box 1414 (830) 237-2001 Phone
 Blanco, Texas 78606 (877) 457-1568 Fax
 RichardSolis.com richard@richardsolis.com
 FIRM Registration/License No. 10166000

Pencil marks of creek and yellow high lighting are not part of Geomatics' survey.

SURVEY SHOWING A 0.183 ACRE TRACT OF LAND SITUATED IN THE HORACE EGGLESTON SURVEY NO. 24, ABSTRACT NO. 1, BLANCO COUNTY, TEXAS, BEING PART OF LOT 11, BLOCK 13 AS SHOWN ON THE OFFICIAL MAP OF BLANCO, TEXAS RECORDED IN VOLUME 1, PAGE 16, PLAT RECORDS, BLANCO COUNTY, TEXAS AND BEING OUT OF A CALLED 0.442 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 172915, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS



LEGEND

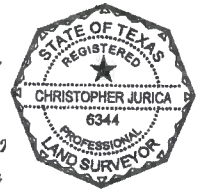
()	RECORD CALL PER VOLUME 462, PAGE 548 OFFICIAL PUBLIC RECORDS
○	FOUND 3/8" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
⊕	FOUND IRON ROD W/ AN ALUMINUM "GEOMATICS OF TEXAS TX 4602 RICHARD J SOLIS" CAP
⊙	SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
⊗	MEANDER/CALCULATED POINT

GENERAL SURVEY NOTES

- 1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
- 2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, COVENANTS, ENCUMBRANCES, ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 3) ONLY APPARENT UTILITIES WERE LOCATED, SHOWN AND IDENTIFIED TO THE BEST OF THE SURVEYOR'S KNOWLEDGE. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO SHOW THE EXISTENCE, SIZE, DEPTH, CONDITION, OR LOCATION OF ANY UNDERGROUND UTILITIES. FOR INFORMATION REGARDING UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCY. IRRIGATION VALVES AND SPRINKLER HEADS, IF ANY, NOT LOCATED BY THIS SURVEY OR SHOWN HEREON.
- 4) ADJOINERS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- 5) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY SEPARATE DOCUMENT.

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.

03/05/2009
 CHRISTOPHER JURICA
 REGISTERED PROFESSIONAL LAND SURVEYOR #6344
 RPLS6344@GMAIL.COM 512-618-7672



WCR LAND SURVEYING
 P.O. BOX 481 BLANCO, TX 76806
 512-618-7672 RPLS6344@GMAIL.COM
 TBPE&LS FIRM #10194135

JOB NO.: 1130-17	CHECKED BY: CJJ
DRAWN BY: CJJ	
SHEET: 1 OF 1	

MEMORANDUM OF UNDERSTANDING

City of Blanco and Canyon Lake Water Service Company

WHEREAS, the City of Blanco ("City") and SJWTX, Inc., doing business as Canyon Lake Water Service Company ("CLWSC") and as assignee of Canyon Lake Water Supply Corporation (each a "Party" and together the "Parties") are parties to that certain Contract to Facilitate Regional Cooperation for the Beneficial Development of Water Resources for Western Comal and Blanco Counties, Texas between the City of Blanco and Canyon Lake Water Supply Corporation, as amended by the First Amendment dated April 15, 2003 ("First Amendment") (together, the "Agreement"); and

WHEREAS, the Agreement sets forth *inter alia* the City's capacity ownership in portions of the infrastructure carrying to the City at the specified delivery point at the City's meter ("Delivery Point") its reserved water in Canyon Lake after treatment by CLWSC; and

WHEREAS, the City contends that its 11% undivided ownership in the infrastructure carrying its reserved water to the Delivery Point entitles it to delivery of 500,000 gpd at its Delivery Point; and

WHEREAS, CLWSC disputes the City's contention that the City's 11% ownership requires delivery of 500,000 gpd to the City at its Delivery Point; and

WHEREAS, during the summer of 2018 on various occasions the City did not receive from CLWSC 500,000 gpd at the Delivery Point; and

WHEREAS, CLWSC is in the process of certain improvements to the pumping capacity at the pump station immediately downstream of the Mystic Shores storage tank and to the 16" transmission main referenced in paragraphs 3 and 4 of the Agreement to increase the throughput capacity of those facilities so that the City's undivided portion of that infrastructure may deliver the City's 500,000 gpd; and

WHEREAS, though the City, depending on drought and other conditions, has access to an alternative water supply in the Blanco River, the City plans to implement needed upgrades to its water treatment plant ("WTP") during 2019, during which it will be solely dependent on CLWSC water delivery; and

WHEREAS, the Parties desire to implement a cooperative arrangement in this Memorandum of Understanding ("MOU") during the CLWSC 2019 upgrades and the City WTP upgrades to assure delivery of the City's 500,000 gpd.

NOW, THEREFORE, the Parties agree as follows:

1. The City agrees to delay shut-down of its WTP until September 15, 2019, subject to

deferment on the sole option of the City; the shut-down is currently estimated to last approximately nine months, absent any unforeseen delays.

2. At least by commencement of and at all times during the City's WTP shut-down, CLWSC will use all reasonable efforts to assure delivery of at least 500,000 gpd to the Delivery Point.

3. Before the shut-down, the City's staff and CLWSC staff will work together to determine the timing of water availability, on the part of CLWSC, and of demand, on the part of the City, including such measures as notification of water levels, optimizing pump time and delivery time, a plan for emergencies such as unforeseen equipment failures, pipeline breaks, or fire demand, and other measures, and will continue to optimize such measures during the shut-down.

4. During the City's WTP shutdown, upon announcement of drought plan restrictions, whether in the CLWSC or City service areas, the Parties will institute parallel water restrictions.

5. CLWSC agrees to supply information that it has in its possession and that is reasonably deemed necessary and adequate by the City, to allow the City to make decisions concerning whether it should seek additional capacity in the Mystic Shores pumping station, the 16" transmission line, or other portions of the infrastructure carrying its reserved water from Canyon Lake.

6. The parties mutually provide consideration for this MOU by tolling their respective rights to bring a declaratory judgment action or to seek other relief as to the City's claim that it is entitled to receive 500,000 gallons per day under the Agreement, and by undertaking the other actions each has agreed to take as set forth in this MOU.

7. The term of this MOU shall be from April 15, 2019 to May 31, 2020, or until the City's water treatment plant upgrades are complete, whichever is later; notwithstanding the foregoing, the term of the tolling agreement set forth above shall be from the date on which both parties have executed this MOU, until May 31, 2020, or until the City's water treatment plant upgrades are complete, whichever is later.

8. In the event either party claims breach of this MOU by the other party, before either party may institute litigation in any forum related to this MOU and based on the Parties' obligations under the Agreement, it must first send the other party a Notice of Dispute and request that the Dispute be submitted to mediation. Within 7 days of the issuance of the Notice of Dispute the parties must select a mutually agreeable mediator, with the mediation to take place within 30 days of the Parties' selection of the mediator. Only if the parties fail to resolve the Dispute through mediation may that dispute be resolved through litigation. In the event litigation is instituted, either party may terminate the tolling agreement on thirty days' written notice.

9. This MOU does not alter, amend, or replace the Parties' rights or obligations under the Agreement.

AGREED and EFFECTIVE upon the last to sign below:

CITY OF BLANCO

By: Martha Herden
Martha Herden, Mayor

Date: April 25, 2019

SJWTX, INC. dba CANYON LAKE WATER SERVICE COMPANY

By: Thomas Hodge
Mr. Thomas Hodge, P.E., President

Date: Apr 11, 2019