



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, October 19, 2023 at 6:30 PM

Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch

Live Stream: <https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live>

AGENDA

OPEN MEETING

1. Roll Call - Declaration of a Quorum
2. Pledge of Allegiance

CITIZENS and GUEST FORUM

To address the Council, please sign the Attendance Roster located on the table at the entrance in the foyer of the Public Safety Training Room. In accordance with the Open Meetings Act, Council may not discuss or take action on any item which has not been posted on the agenda. Speakers shall limit their comments to five (5) minutes each.

3. Citizens to be heard.

PRESENTATIONS

4. Recognition of the Employee of the Quarter (Q4 - July 2023 through September 2023):
Kelsey Delgado, Environmental Program Manager.

Jennifer Hudson, IPMA-CP, Human Resources Generalist

CONSENT AGENDA

All of the following items are considered to be routine by the City Council, there will be no separate discussion on these items and will be enacted with one motion. Items may be removed by any Council Member by making such request prior to a motion and vote.

5. Approval of the October 5, 2023 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

CONSIDERATION/DISCUSSION ITEMS

6. Consideration and possible action approving a resolution of the City Council of the City of Fair Oaks Ranch supporting the Texas Department of Transportation FM 3351 expansion project between IH-10 and SH 46.

Carole Vanzant, CPM, Assistant City Manager, Community Services
Gregory C. Maxton, Mayor

7. Consideration and possible action approving a resolution authorizing the execution of an Advance Funding Agreement for Voluntary Utility Relocation and Standard Utility Agreement with TxDOT for the relocation of water lines near the FM3351 Cibolo Creek Bridge and authorizing the City Manager to execute all applicable documents.

Grant Watanabe, P.E., Director of Public Works and Engineering Services

8. Consideration and possible action approving the first reading of an ordinance adopting Fiscal Year 2023-24 Budget Amendment.

Summer Fleming, Interim Director of Finance

WORKSHOP

9. Tree Mitigation Fund Workshop.

Kelsey Delgado, Environmental Program Manager

REQUESTS AND ANNOUNCEMENTS

10. Announcements and reports by Mayor and Council Members.
11. Announcements by the City Manager.
12. Requests by Mayor and Council Members that items be placed on a future City Council agenda.

CONVENE INTO EXECUTIVE SESSION

Pursuant to Section 551.101 of the Open Meetings Act, Texas Gov't Code, a quorum of the governing body hereby convenes into closed session:

Sec. 551.071 (Consultation with Attorney) the City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:

13. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
14. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.
15. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows.

Sec. 551.072 (Deliberation regarding real property)

16. The City Council will meet in closed session to deliberate the purchase, exchange, lease, or value of real property that may be considered for future location of water and wastewater system improvements.

Sec. 551.074 (Personnel Matters)

17. The City Council will meet in closed session pursuant to Texas Government Code Section 551.074, Personnel Matters, to deliberate the process and options for filling the vacancy of City Manager.
18. To perform the annual evaluation of the City Manager.
19. To perform the annual evaluation of the City Secretary.

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

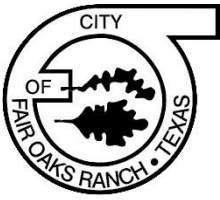
Signature of Agenda Approval: s/Gregory C. Maxton

Gregory C. Maxton, Mayor

I, Christina Picioccio, TRMC, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the City's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times.

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, October 16, 2023 and remained so posted continuously for at least 72 hours before said meeting was convened.

The Fair Oaks Ranch Police Station is wheelchair accessible at the front main entrance of the building from the parking lot. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary's office at (210) 698-0900. Braille is not available. The City Council reserves the right to convene into Executive Session at any time regarding an issue on the agenda for which it is legally permissible; pursuant to Texas Government Code Chapter 551. Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).



**CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING**

Thursday, October 05, 2023 at 6:30 PM
Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch
Live Stream: <https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live>

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

Council Present: Mayor Maxton and Council Members: Stroup, Rhoden, Koerner, and Muenchow

Council Absent: Council Member Parker

With a quorum present, the meeting was called to order at 6:30 PM.

2. Pledge of Allegiance – The Pledge of Allegiance was recited in unison.

CITIZENS and GUEST FORUM

3. Citizens to be heard – None.

CONSENT AGENDA

4. Approval of the September 21, 2023, Special City Council meeting minutes.

5. Approval of the September 21, 2023, Regular City Council meeting minutes.

MOTION: Made by Council Member Muenchow, seconded by Council Member Rhoden, to approve the Consent Agenda.

VOTE: 5-0; Motion Passed.

Mayor Maxton moved Item 10 out of order.

REPORTS FROM STAFF AND COMMITTEES

10. Semiannual Report from the Capital Improvements Advisory Committee (CIAC).

Paul Mebane, CIAC Chairperson, presented the semiannual report from the Capital Improvements Advisory Committee and expressed the Committees interest in being a part of an ad hoc bond advisory committee.

CONSIDERATION ITEMS

6. Consideration and possible action approving a Heritage Tree Plan for the Fox Falls Off-Site Gravity Sewer Project.

MOTION: Made by Council Member Koerner, seconded by Council Member Muenchow, to approve the Heritage Tree Plan for the Fox Falls Off-Site Gravity Sewer Project with the condition that mitigation be met by payment of the fee-in-lieu of mitigation.

VOTE: 5-0; Motion Passed.

7. Consideration and possible action approving a resolution appointing members to the ad hoc Bond Advisory Committee and directing the City Manager to develop financing options in support of the FY 2024-28 Capital Improvements Plan.

MOTION: Made by Council Member Rhoden, seconded by Council Member Stroup, to approve a resolution appointing members to the ad hoc Bond Advisory Committee and directing the City Manager to develop financing options in support of the FY 2024-28 Capital Improvements Plan.

VOTE: 5-0; Motion Passed.

8. Consideration and possible action approving a resolution ordering a Special Election for the unexpired term of Council Place 3.

MOTION: Made by Council Member Muenchow, seconded by Council Member Rhoden, to approve a resolution ordering a Special Election to be held December 9, 2023, for the election of Council Member Place 3.

VOTE: 5-0; Motion Passed.

WORKSHOP

9. Multimodal Transportation and Dietz Elkhorn Survey Results.

Mike Garza, P.E., PTOE, RSP1, Legacy Engineering Group, provided a presentation to the Council regarding survey results on Multimodal Transportation and the Dietz Elkhorn Reconstruction Project. Council discussed the results and Mr. Garza answered questions of the Council after which they provided guidance to staff on options they would like to consider.

REQUESTS AND ANNOUNCEMENTS

11. Announcements and reports by Mayor and Council Members.

Council Member Stroup reminded everyone that the FORHA Classic Car Show will take place on Sunday, October 8, 2023, at 4:00 PM in Boots Gaubatz Park.

Mayor Maxton announced that the annular eclipse on October 14, 2023, would last from 11:54 AM to 11:56 AM. He cautioned residents to be careful as he expects an increase in traffic during the event.

12. Announcements by the City Manager – None

13. Requests by Mayor and Council Members that items be placed on a future City Council agenda - None

CONVENE INTO EXECUTIVE SESSION

City Council convened into closed session at 7:41 PM regarding:

Sec. 551.071 (Consultation with Attorney) the City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:

- 17. **To receive advice on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflict and related to an internal affairs investigation being conducted by an independent third-party investigator into complaints within the Fair Oak Ranch Police Department and the Police Chief and other related issues.**

Sec. 551.074 (Personnel Matters)

- 19. **The City Council will meet in closed session pursuant to Texas Government Code Section 551.074, Personnel Matters, to deliberate the process and options for filling the vacancy of City Manager.**
- 20. **To perform the annual evaluation of the City Manager.**

City Council did not convene into closed session regarding:

Sec. 551.071 (Consultation with Attorney)

- 14. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
- 15. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.
- 16. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows.

Sec. 551.072 (Deliberation regarding real property)

- 18. The City Council will meet in closed session to deliberate the purchase, exchange, lease, or value of real property that may be considered for future location of water and wastewater system improvements.

Sec. 551.074 (Personnel Matters)

- 21. To perform the annual evaluation of the City Secretary.

RECONVENE INTO OPEN SESSION

City Council reconvened into Open Session at 9:41 PM. No action was taken.

ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:42 PM

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



**CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Consideration and possible action approving a resolution of the City Council of the City of Fair Oaks Ranch supporting the Texas Department of Transportation FM 3351 expansion project between IH-10 and SH 46

DATE: October 19, 2023

DEPARTMENT: City Council

PRESENTED BY: Carole H. Vanzant, CPM, Assistant City Manager, Community Services
Mayor Gregory C. Maxton

INTRODUCTION/BACKGROUND:

Texas Department of Transportation (“TxDOT”) has begun a study to review the expansion of FM 3351 covering portions of Kendall, Bexar, and Comal counties, as well as areas within the city limits and/or extra-territorial jurisdiction of Fair Oaks Ranch and San Antonio (**Exhibit A** attached). The review will identify potential concepts for additional travel lanes, the completion of environmental studies, reconstruction of the Cibolo Creek bridge, and consideration of bicycle and pedestrian accommodations that will be based on traffic, safety, and local access needs. The expansion of FM 3351 is listed in the Alamo Area Metropolitan Planning Organization Metropolitan Transportation Plans “Mobility 2040, 2045, and 2050” as a critical piece in the transportation network to help relieve congestion and access issues.

In August, a TxDOT meeting was held with the stakeholders to share information on the following FM 3351 study and projects:

1. Cibolo Creek Bridge Project.
 - a. Funded at an approximate cost of \$12 million.
 - b. Scheduled to let in early 2024.
2. Schematic and Environmental Project from IH-10 to Old Paseo Way.
 - a. Priority due to safety and congestion concerns.
 - b. Schematic and environmental design has begun.
 - c. Construction not funded.
3. Feasibility Study from IH-10 to SH 46.
 - a. On pause as TxDot requests verification from the stakeholders the project should be advanced.

This agenda item is for Council to consider affirming their support of Texas Department of Transportation to perform various project development activities of the FM 3351 project in an effort to reduce congestion and improve safety and mobility along FM 3351.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- 1. The expansion aims to reduce congestion and improve safety and mobility along FM 3351 between IH-10 and SH 46.
- 2. Pillar 3 of the Strategic Action Plan for Reliable and Sustainable Infrastructure.
- 3. City participation in the FM 3351 Coordination Committee meetings ensures visibility, alignment, and shared responsibilities by all parties.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

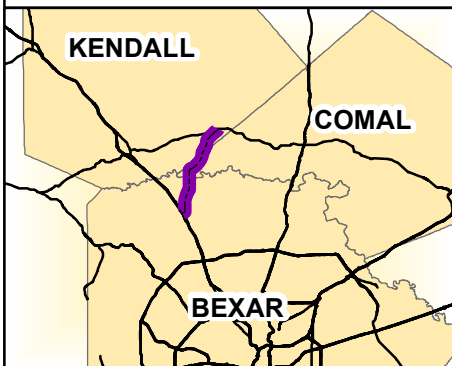
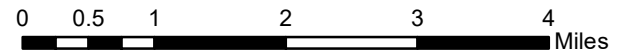
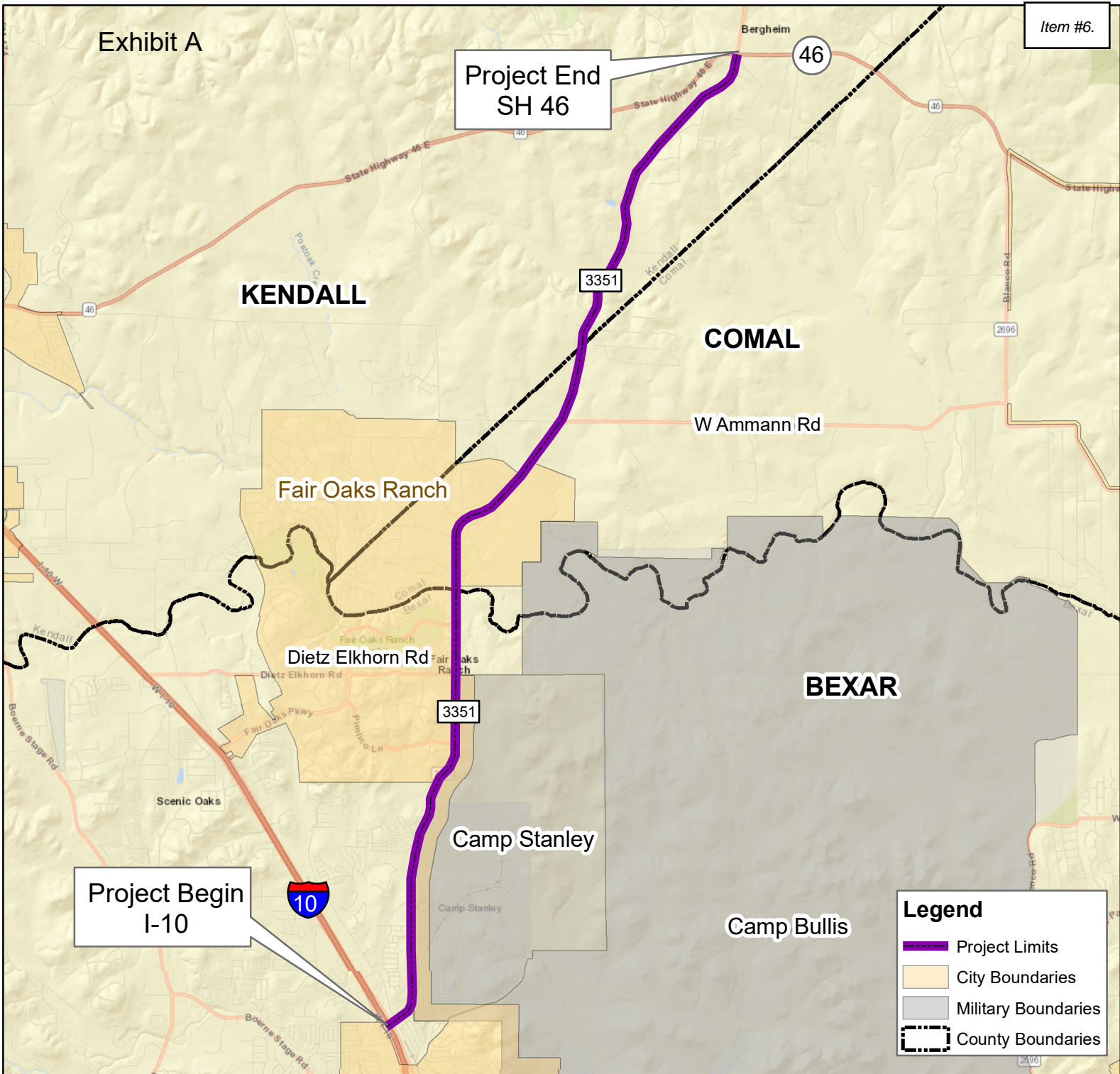
According to TxDOT representatives and also mentioned at the Kendall County Commissioners Court meeting, a recent update to the Texas Administrative Code no longer requires local government entities to pay for 10% right-of-way costs for existing FM roadways.

LEGAL ANALYSIS:

The City Attorney approved the resolution to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution of the City Council of the City of Fair Oaks Ranch supporting the Texas Department of Transportation FM 3351 expansion project between IH-10 and SH 46.



Project Location Map

FM 3351
 from I-10 to SH 46
 Bexar, Comal, Kendall Counties, Texas
 CSJs 3212-05-011, 3212-05-013, 3212-06-017



A RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF FAIR OAKS RANCH SUPPORTING THE TEXAS DEPARTMENT OF TRANSPORTATION FM 3351 EXPANSION PROJECT BETWEEN IH-10 AND SH 46

WHEREAS, the Texas Transportation Code, Chapter 201 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS a Texas Department of Transportation (TxDOT) expansion of FM 3351 is listed in the Alamo Area Metropolitan Planning Organization (AAMPO) Metropolitan Transportation Plans “Mobility 2040, 2045, and 2050” as a critical piece in the transportation network to help relieve congestion and access issues; and,

WHEREAS, the TxDOT project expansion of FM 3351 between IH-10 and SH 46 covers portions within three counties (Kendall, Bexar, and Comal), as well as areas within the city limits and/or extra-territorial jurisdiction of Fair Oaks Ranch and San Antonio; and,

WHEREAS, the TxDOT FM 3351 Project Team is identifying potential concepts for FM 3351 including the number of travel lanes, the completion of various environmental studies, reconstruction of the Cibolo Creek bridge, and consideration of bicycle and pedestrian accommodations that ultimately will be based on traffic, safety, and local access needs while avoiding and minimizing environmental impacts; and,

WHEREAS, TxDOT requested stakeholders to submit, in writing, their governing bodies support of the expansion project; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined the Texas Department of Transportation’s expansion project of FM 3351 between IH-10 and SH 46 is in the best interest of the citizens of the project area and the State.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS THAT:

- Section 1.** The City Council of the City of Fair Oaks Ranch hereby affirms its support for the Texas Department of Transportation expansion project of FM 3351 between IH-10 and SH 46 to reduce congestion and improve safety and mobility along FM 3351.
- Section 2.** The City Council endorses the City’s participation in the FM 3351 Coordination Committee meetings to ensure visibility, alignment, and any shared responsibility by all individual parties (Kendall, Bexar, and Comal Counties, and Fair Oaks Ranch).
- Section 3.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and finds of the City Council.
- Section 4.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

Section 5. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 8. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this the 19th day of October 2023.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

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



**CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an Advanced Funding Agreement for Voluntary Utility Relocation and Standard Utility Agreement with TxDOT for the relocation of water lines near the FM3351 Cibolo Creek Bridge and authorizing the City Manager to execute all applicable documents

DATE: October 19, 2023

DEPARTMENT: Public Works

PRESENTED BY: Grant Watanabe, P.E., Director of Public Works and Engineering Services

INTRODUCTION/BACKGROUND:

Since 2018, the City has been working with the Texas Department of Transportation San Antonio District (TxDOT) on future FM3351 improvements to serve both regional mobility needs as well as local traffic management and public safety needs while preserving our unique hill country character. While the larger widening project is unprogrammed due to funding constraints, TxDOT is moving forward with the Cibolo Creek Bridge Project which will raise the bridge above the 100-year flood elevation. The Cibolo Creek Bridge Project requires utility adjustments by power, water and telecommunications providers to accommodate the planned improvements. This includes the relocation of City water lines which run along the west side of FM3351. City staff and the General Engineering Consultant (GEC) have coordinated with TxDOT and other affected utilities and relocation plans have been finalized. A map showing the existing and proposed locations for the City’s water lines is included as **Exhibit A**.

A total of 3,475 linear feet of the City’s water lines will need to be relocated. Approximately 2,118 linear feet (60.95%) was located within the FORHA “common area” which was also a designated utility easement prior to acquisition by TxDOT. Approximately 1,357 linear feet (39.05%) is located within TxDOT right of way. A pipeline summary table is shown on **Exhibit A**.

The total relocation cost is estimated to be \$614,370.70 which includes engineering design, construction, inspection and oversight. Since a portion of the City’s water lines were located within a utility easement, the relocation of that portion is eligible for reimbursement by TxDOT. Essentially, TxDOT will cover 60.95% (\$374,458.94) of the relocation cost while the City will be responsible for 39.05% (\$239,911.76) of the relocation cost. A copy of the TxDOT Advance Funding Agreement for Voluntary Utility Relocation (AFA) and Standard Utility Agreement (SUA) are attached as **Exhibits B** and **Exhibit C**, respectively. These agreements define the responsibilities of the parties since the City’s water line relocation will be joint bid with TxDOT’s roadway improvement project. They also identify the amount eligible for reimbursement by TxDOT and include a copy of the relocation plans and costs.

It should be noted that these agreements are separate and independent from previous agreements executed with TxDOT. Back in December 2022, the City released utility and well access easements to TxDOT for compensation in the amount of \$90,557.00. In January 2023, the City executed an Agreement to Contribute Right of Way Funds in the amount of \$77,033.50 as required by Title 43

of the Texas Administrative Code. These past agreements would have been necessary even if the City did not have active water lines running along the west side of FM3351.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 3.4 of the Strategic Action Plan– Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives (FM3351)
- Enables the TxDOT FM3351 Cibolo Creek Bridge Project to stay on schedule. The current letting date is February 2024 with construction start in May 2024.
- Joint bidding with TxDOT is an economical and efficient means of achieving utility relocation since TxDOT will be responsible for contract procurement and management.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

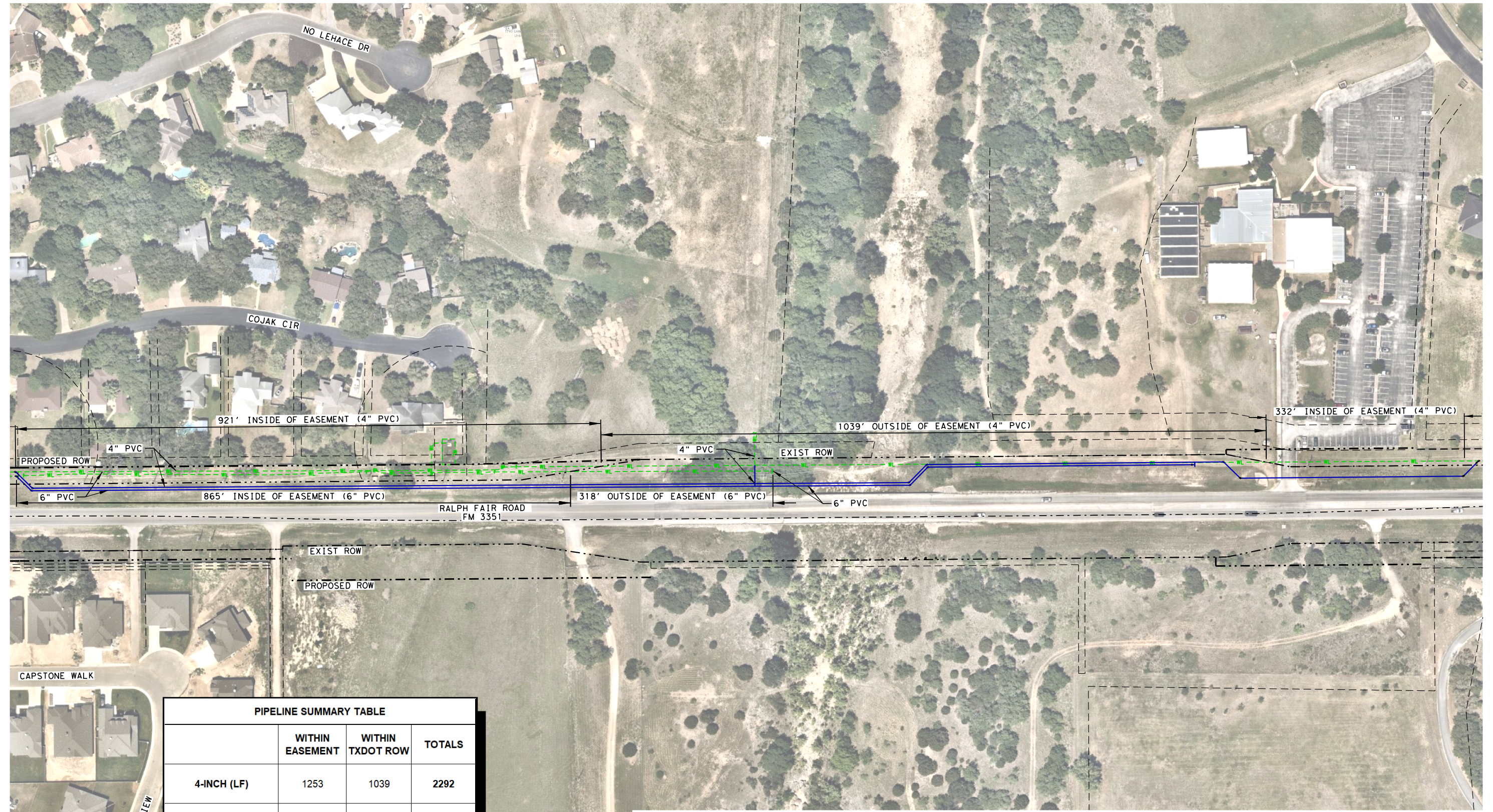
Funds for the relocation of water lines near the FM3351 Cibolo Creek Bridge are currently not budgeted. Unallocated funds from the Water Capital Reserve Fund are available to cover expected costs. Should this consideration item be approved, a budget amendment will be presented in the next agenda item.

LEGAL ANALYSIS:

Legal has reviewed the AFA and SUA and approved both to form.

RECOMMENDATION/PROPOSED MOTION:

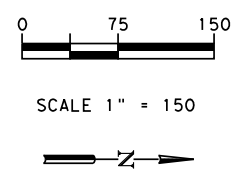
I move to approve a resolution authorizing the execution of an Advanced Funding Agreement for Voluntary Utility Relocation and Standard Utility Agreement with TxDOT for the relocation of water lines near the FM3351 Cibolo Creek Bridge and authorizing the City Manager to execute all applicable documents.



PIPELINE SUMMARY TABLE			
	WITHIN EASEMENT	WITHIN TXDOT ROW	TOTALS
4-INCH (LF)	1253	1039	2292
6-INCH (LF)	865	318	1183
TOTALS	2118	1357	3475
PROJECT SUMMARY	61%	39%	100%



- LEGEND**
- WL — EXIST WATERLINE
 - — PROP WATERLINE
 - - - - - EXIST ROW
 - - - - - PROP ROW



CITY OF FAIR OAKS RANCH FM 3351 WATER WELL LINE REPLACEMENT

WATER WELL LINE EASEMENT EXHIBIT VICINITY MAP

K·FRIESE + ASSOCIATES
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 www.kfriese.com

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CSJ #3212-05-013
 District #15-SAT AFA ID _____
 Code Chart 64 #37450
 Project: FM 3351 at Cibolo Creek

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION
 CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation (“State”) and City of Fair Oaks Ranch (“Utility”),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Number **115005** authorizes the State to undertake and complete a highway improvement generally described as: **FM 3351 at Cibolo Creek** (“Project”); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State’s highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility

CSJ #3212-05-013

District #15-SAT AFA ID _____

Code Chart 64 #37450

Project: FM 3351 at Cibolo Creek

shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B.** If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A.** This agreement may be terminated in the following manner:
1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law",

CSJ #3212-05-013

District #15-SAT AFA ID _____

Code Chart 64 #37450

Project: FM 3351 at Cibolo Creek

the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

CSJ #3212-05-013
 District #15-SAT AFA ID _____
 Code Chart 64 #37450
 Project: FM 3351 at Cibolo Creek

Utility:	State:
City of Fair Oaks Ranch	Director of Contract Services
Attn: City Manager	Texas Department of Transportation
7286 Dietz Elkhorn	125 E. 11 th Street
Fair Oaks Ranch, TX 78015	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

CSJ #3212-05-013
District #15-SAT AFA ID _____
Code Chart 64 #37450
Project: FM 3351 at Cibolo Creek

Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

Signature

Scott M. Huizenga

Typed or Printed Name

Interim City Manager

Title

Date

THE STATE OF TEXAS

District Engineer

Date

CSJ #3212-05-013
 District #15-SAT AFA ID _____
 Code Chart 64 #37450
 Project: FM 3351 at Cibolo Creek

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing water line shall be relocated and adjustments shall be made along FM 3351. The water line facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$ 521,220.70. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the water line items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A. At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$ 203,536.68. (See Attachment B – Estimated Utility Costs)
- B. In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A. The **Utility** shall provide the following services under this contract:
 - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along FM 3351.
 - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's San Antonio Area Office.
 - iii. Secure all necessary permitting as may be required for the installation of the water line line.

CSJ #3212-05-013

District #15-SAT AFA ID _____

Code Chart 64 #37450

Project: FM 3351 at Cibolo Creek

- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed ditches, driveways, and drainage during construction, and the relocation of water line and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing water line during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the water line relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.

CSJ #3212-05-013

District #15-SAT AFA ID _____

Code Chart 64 #37450

Project: FM 3351 at Cibolo Creek

- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

CSJ #3212-05-013
 District #15-SAT AFA ID _____
 Code Chart 64 #37450
 Project: FM 3351 at Cibolo Creek

**ATTACHMENT B
 ESTIMATED UTILITY COSTS**

Based on various calculations, following are those amounts due and payable for Utility’s costs associated with this project.

Total Estimated Costs
 \$521,220.70

Less Betterment Amount Due from Utility
 \$0

Amount of total utility relocation Costs
\$521,220.70

Estimated Amount Eligible for Reimbursement
 (Calculated eligibility Ratio – 60.95%)
\$317,684.02

Amount of Utility Adjustment Due from Utility
\$203,536.68

Estimated amount to be included in Construction Agreement

A. Betterment	\$0
B. Utility Adjustment	<u>\$521,220.70</u>
GRAND TOTAL	<u>\$521,220.70</u>

Betterment Ratio Calculation

Estimated Betterment Costs

1. \$0
2. \$0

Betterment Calculation:

Total Costs of Betterment (Estimated)	-	<u>\$0</u>
Total Costs of Project (Estimated)	-	<u><u>\$521,220.70</u></u>

***Betterment Percentage for final cost determination: 0% of final cost of relocation
 Determination of Betterment – Comparison of estimated cost to replace “as is”
 versus estimated costs associated with the betterment.***

Item A: N/A
 Item B: N/A



Utility Coordinator's Agreement Checklist

Project / Agreement Information	
Your Name:	Bassam BaniYassin
Your Title:	Utility Coordinator
Your Phone:	210.952.0242
Your Email:	Bassam.BaniYassin@txdot.gov
Supervisors Name:	Diana Rogerio
Supervisors Title:	Transportation Engineer Supvr
Supervisors Phone:	210.615.5870
Supervisors Email:	Diana.Rogerio@txdot.gov
District Engineer:	Gina Gallegos
Title:	District Engineer
District Engineer's Phone:	210.615.5801
District Engineer's Email:	Gina.Gallegos@txdot.gov
District:	San Antonio
Utility Name:	City of Fair Oaks Ranch
ROWIS U#:	U
Utility ID#:	U00012732
Date Received (District):	7/11/2023
Accounting Method (SUA B):	Actual Costs
Reimbursement Justification:	Property Interest - Pre-TxDOT
Assembled By:	TxDOT Consultant
CSJ:	3212-05-013
RCSJ:	3212-05-017
HWY Construction Let Date:	2/1/2024
Highway:	FM 3351
Limits From:	At Cibolo Creek
Limits To:	N/A
TxDOT Project Stationing Start:	250+00
TxDOT Project Stationing End:	281+75.00
Utility Adjustment Starting Station:	255+74.33
Utility Adjustment Ending Station:	278+59.85
Federal-Aid ROW Project No.:	N/A
County:	Comal
Process:	SUP - Non-Interstate

FULL AUTHORITY DATE:	1/0/1900
Agreement Execution Date:	
Emergency Work Authorization Date:	NA
Dates of Work: Start Date:	04/03/24
End Date:	08/01/24
Estimated Duration (Calendar Days):	120
TOTAL ADJUSTMENT COSTS:	\$614,370.70
Betterment %:	0.00%
Salvage Credit:	\$0.00
Depreciation:	\$0.00
Eligibility Ratio:	60.95%
Amount Due from Utility via AFA:	\$203,536.68
Amount in TxDOT Contract:	\$521,220.70
Amount Payable to Utility:	\$56,774.93

Utility Primary Contact Information:	
Utility Primary Contact:	Julio Colunga
Email:	jcolunga@fairoaksranchtx.org
Phone:	(210) 698-0900

Documents Included in this package:

Checklist	
Description of Work:	City of Fair Oaks Ranch will be relocating a 4-in line from Sta. 255+74.33, 65.49' LT to Sta. 278+59.85, 71.24' LT (TxDOT stationing). A 6-in line will be relocated from Sta. 255+75.52, 62.48' LT to 274+15.00, 77.48' LT (TxDOT stationing).
GENERAL:	
Are all applicable forms submitted complete, up-to-date, and unmodified?*	YES
Are explanations or clarifications included where necessary for complete understanding?	YES
Is Signature authority included for representative signing forms if other than officer level? ROW-U-40	N/A
Is the CPA screenshot included? (Include immediately after checklist)	NO
Does TxDOTCONNECT TIN match CPA screenshot TIN?	NO
Does TxDOTCONNECT mail code match CPA screenshot mail code?	NO
Does TxDOTCONNECT address match CPA screenshot, and the invoice remittance address?	NO
Has the TxDOTCONNECT utility page, including utility status, been updated?	NO
ATTACHMENT A - Plans and Estimate	
PLANS:	
Is the project or vicinity plat provided where needed to understand scope of proposed work?	YES
Is the adjustment within Project limits or DIRECTLY related to work required within Project limits?	YES
Are the existing and proposed ROW lines, and the existing and proposed utility easements shown?	YES
Is the existing facility including nature of conflicts and eligibility lengths or pole count per page shown?	YES
Is the proposed installation demonstrating TAC compliance, distance from ROW, and depth or clearance shown?	YES
Are profile view or cross-sections of crossings to show casing, depth or clearance provided?	YES
Do the plans indicate TxDOT project stationing and offsets from centerline?	YES
Are specifications for both existing and proposed facility sufficient to verify betterment or in-kind?	YES
ESTIMATE:	
Is the estimate properly and adequately itemized and detailed?	YES
Have materials subject to Buy America compliance have been identified on the estimate?*	N/A
Is the estimate free of all ineligible costs? (Utility Manual, Ch 7, Sec 2)	YES
Have replacement easement costs been verified and approved as appropriate? (ROW Manager approval)	N/A
Have the estimate quantities been compared and reconciled to plans and statement of work in agreement?	YES
Is a Betterment ratio applicable? (if so, see Attachment "G")	N/A
If yes, is ratio calculated and applied properly?	N/A
Is a Depreciation credit applicable?	N/A
If yes, is credit calculated and applied properly?	N/A
Is a Salvage credit applicable?	N/A
If yes, is credit calculated and applied properly?	N/A
Have overheads and loadings been explained and checked for reasonableness?	N/A
Are all units and rates multiplied correctly to obtain a sum? Are all subtotals and totals correct?	YES
Has the utility consultant engineering contract been reviewed and approved by the District?	YES
Attachment "B" - Utility's Accounting Method	
Is an acceptable accounting method (Actual cost or Lump Sum) indicated?	YES
Attachment "C" - Utility's Schedule of Work and Estimated Date of Completion	
Has the schedule of work been provided by the utility?	YES
Is the start date of the accommodation included? (physical adjustment or relocation)	YES
Attachment "D" - Statement covering Contract Work - Is the ROW-U-48 included?	
Is the ROW-U-48 included?	YES
Attachment "E" - Utility Joint Use Agreement	
Is Joint Use Agreement Included? (plans showing area of Joint Use required)	N/A
Is the Permit included?	NO
Attachment "F" - Eligibility Ratio - correctly calculated and recommended?	
Is the Eligibility Ratio - correctly calculated and recommended?	YES
Attachment "G" - Betterment Calculation and Estimates	
Are betterment and in-kind estimates included?	N/A
Is the betterment ratio applied properly?	N/A
Attachment "H" - Proof of Property Interest - ROW-U-Affidavit	
Has proof of property or compensable interest ownership by utility been established?	YES
Have corporate succession documentation been provided? (chain of ownership)	YES
Is a quit claim required?	NO
This SUA will be submitted to ROW Division in a single PDF file via:	EMAIL
Remittance Address:	
TIN# / Mail Code:	
Prepared By:	10/12/2023
Signature:	

Documents that will be supplied at or prior to billing:

*Modified forms will require ROW Attorney's approval.

STANDARD UTILITY AGREEMENT

U Number: Utility ID: **U00012732**

District: San Antonio
Federal Project No.: N/A
ROW CSJ: 3212-05-017
Highway Project Letting Date: 02/01/2024

County: Comal
Highway: FM 3351
From: At Cibolo Creek
To: N/A

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Fair Oaks, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: City of Fair Oaks will be relocating a 4-in line from Sta. 255+74.33, 65.49' LT to Sta. 278+59.85, 71.24' LT (TxDOT stationing) since it is in conflict with proposed ditch/grading. A 6-in line will be relocated from Sta. 255+75.52, 62.48' LT to 274+15.00, 77.48' LT (TxDOT stationing) since it is in conflict with proposed ditch/grading; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the **Utility** with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work

Initial Date
TxDOT

Initial Date
Utility

by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");

Initial Date
TxDOT

Initial Date
Utility

- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Initial Date
TxDOT

Initial Date
Utility

by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");

Initial Date
TxDOT

Initial Date
Utility

- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Initial Date
TxDOT

Initial Date
Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:
- 1) Form 1818 - Material Statement
 - 2) Material Test Reports or Certifications

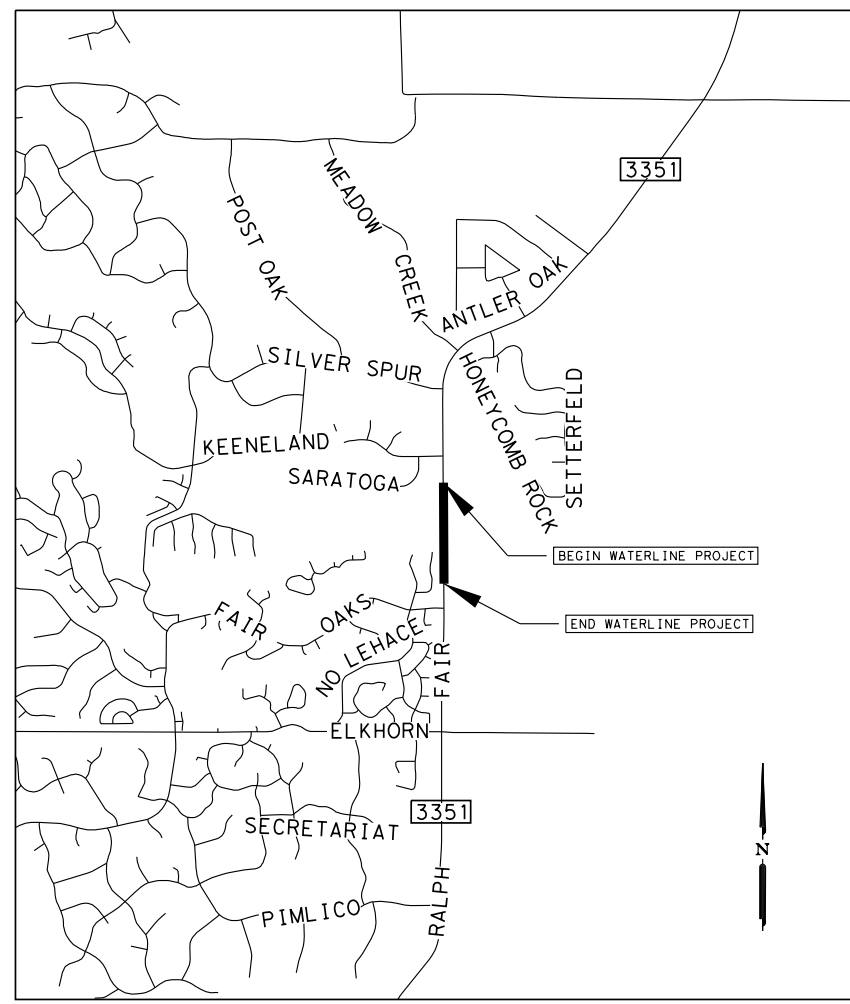
Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

CITY OF FAIR OAKS RANCH

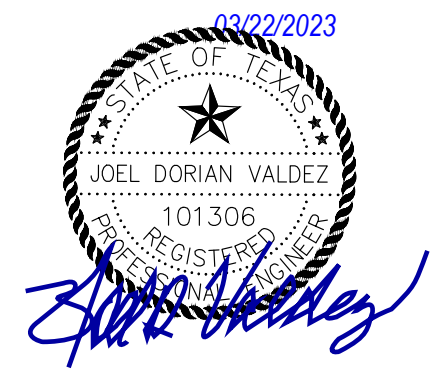
WATER WELL REPLACEMENT PROJECT

RALPH FAIR ROAD (FM 3351)



SHEET INDEX:

1	COVER
2	GENERAL NOTES
3-5	WATER LINE PLANS
6	WATER DETAILS



PREPARED BY:

K. FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING

40 NE INTERSTATE 410 LOOP, SUITE 545
SAN ANTONIO, TX 78216
210.491.2391

TBPE FIRM REGISTRATION NO: 6535

- | | |
|------------------|---------|
| EMILY STROUP | PLACE 1 |
| ROY ELIZONDO | PLACE 2 |
| MICHELLE BLISS | PLACE 3 |
| LAURA KOERNER | PLACE 4 |
| SCOTT PARKER | PLACE 5 |
| CHELSEY MUENCHOW | PLACE 6 |

60% PLANS SUBMITTAL

GENERAL NOTES

- 1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS.
- 2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI [§290.44(A)(1)].
- 3. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS [§290.44(A)(2)].
- 4. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY [§290.44(A)(3)].
- 5. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR [§290.44(E)(4)(B)].
- 6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE [§290.44(A)(4)].
- 7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT [§290.44(B)].
- 8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT [§290.44(D)(1)].
- 9. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION [§290.44(F)(1)].
- 10. WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASUREMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED [§290.44(F)(2)].
- 11. PURSUANT TO 30 TAC § 290.44(A)(5), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE. INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS.

$$Q = \frac{LD\sqrt{P}}{148,000}$$

WHERE:

Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
 L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
 D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
 P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

- THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC § 290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$L = \frac{SD\sqrt{P}}{148,000}$$

WHERE:

L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
 S = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
 D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
 P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

- 12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET § 290.44(E)(1)-(4).
- 13. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASUREMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT [§290.44(E)(5)].
- 14. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [§290.44(E)(6)].
- 15. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE [§290.44(E)(7)].
- 16. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [§290.44(E)(8)].
- 17. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C- 651-14 OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [§290.44(F)(3)].
- 18. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.
- 19. CONTRACTOR TO REMOVE ALL EXISTING WATERLINES AS DIRECTED BY TXDOT. ABANDONMENT OF EXISTING WATERLINES IN PLACE IS NOT PERMITTED BY TXDOT.

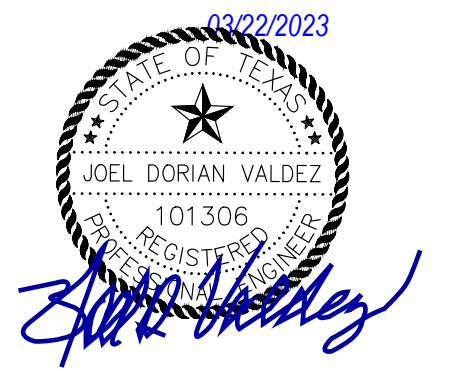
CONTRACTOR SHALL INSTALL ALL WATER LINES A MINIMUM OF 4-FT DEEP BELOW FINISH GRADE UNLESS OTHERWISE NOTED IN THE PLANS. CONTRACTOR TO REVIEW ROADWAY/BRIDGE LAYOUTS FOR ELEVATIONS.

PLTDRIVER: \$PLTDRIVS\$
PENTABLE: ...

DATE: 3/15/2023
PLOTTING TIME: 10:49:33 AM

File Name: 0704*WL*NTS01.dgn
User Name: TDD

NO.	DATE	REVISION	APPR BY



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 TBPE Firm Number 6535
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ITEM NO.	1	2	3	4	5	6	7	8	9	10	11
	PIPE WATER MAIN (PVC)(4")	PIPE WATER MAIN (PVC)(6")	TRENCH EXCAVATION	4" GATE VALVE	6" GATE VALVE	FITTINGS	2-INCH BLOWOFF	CONC. ENCASUREMENT	4-INCH TIE-IN	6-INCH TIE-IN	HYDROSTATIC PRESSURE TEST
SPEC NO.											
DESCRIPTION	SS7196-5.1	SS7196-5.1	SS7196-5.21	SS7196-5.9	SS7196-5.9	SS7196-5.44	SS7196-5.18	SS7196-5.14	SS7196-5.22	SS7196-5.22	SS7196-5.40
PAGE	LF	LF	LF	EA	EA	TON	EA	CY	EA	EA	EA
PLAN 01	637	634	1271	1	1	0.4		1.3	1	1	2
PLAN 02	952	932	1884			0.3		13.84		1	
PLAN 03	759	295	1054	1	1	0.3	1	6.41	1		
TOTAL	2348	1861	4209	2	2	1.0	1	21.55	2	2	2

GENERAL NOTES

SHEET 1 OF 1

DS#	JV	STATE	FED RD. DIV. NO.	FEDERAL PROJECT NO.	HIGHWAY NO.
CR:	XX	TEXAS	6	SEE TITLE SHEET	FM 3351
DR#	LB	COUNTY	DIST.	CONT.	SECT.
CR:	XX	COMAL	SAT	3212	05 013

60% PLANS SUBMITTAL

PLOTDRIVER: \$PLTDIVS\$
PENTABLE: ...

DATE: 3/15/2023
PLOT TIME: 10:49:35 AM

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MATCHLINE STA 252+80.00

MATCHLINE STA 257+40.00

MATCHLINE STA 257+40.00

MATCHLINE STA 262+00.00

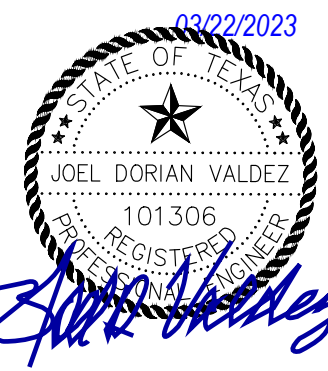
LEGEND

PROP WATER MAIN	—●—
EXIST WATER MAIN	—○— 6" C. I. WL
GAS MAIN	—2" G—
SANITARY SEWER	—8" SS—
STORM SEWER	—24" ST—
UTILITY POLE LINE	—●—
ELECTRIC CABLE	—E—
TELEPHONE CABLE	—T—

- NOTES:
1. CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
 2. UTILITY CROSSINGS TO BE CONDUCTED PER WATER DETAIL A ON SHEET 6.
 3. CULVERT CROSSINGS TO BE CONDUCTED PER WATER DETAIL B ON SHEET 6.
 4. ALL PIPE SHALL BE C900 UNLESS OTHERWISE NOTED ON THE CONSTRUCTION PLANS.
 5. CONTRACTOR TO REFER TO GENERAL NOTES FOR ABANDONING AND REMOVAL OF EXISTING 6" WATERLINE.



NO.	DATE	REVISION	APPR BY



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TBPE Firm Number 6535
www.kfriesec.com



**FM 3351
PLAN
WATER WELL LINE
STA 252+80 TO STA 262+00**

SCALE: 1"=40' SHEET 1 OF 3

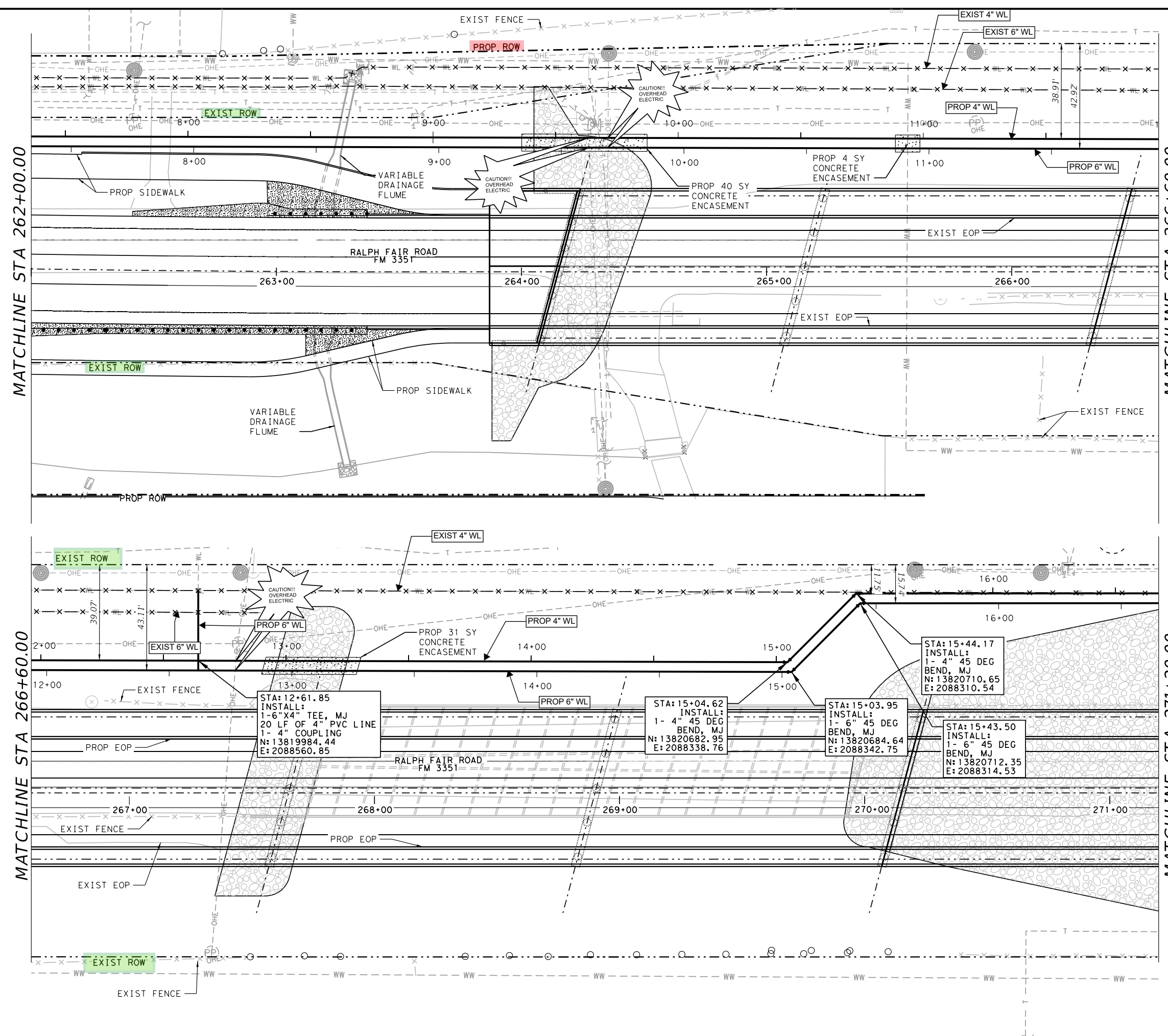
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CK: XX	TEXAS	6	SEE TITLE SHEET	FM 3351
DRN: LB	COUNTY	DIST.	CONT.	SECT.
CK: XX	COMAL	SAT	3212	05 013

60% PLANS SUBMITTAL

PLOT DRIVER: \$PLTDRV\$.
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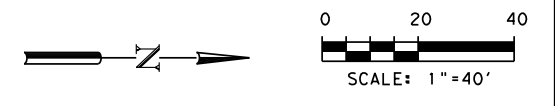
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LEGEND

- PROP WATER MAIN —●—
- EXIST WATER MAIN —○— 6" C. I. W.
- GAS MAIN —2" G—
- SANITARY SEWER —8" SS—
- STORM SEWER —24" ST—
- UTILITY POLE LINE —●—●—
- ELECTRIC CABLE —E—
- TELEPHONE CABLE —T—

- NOTES:**
- CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
 - UTILITY CROSSINGS TO BE CONDUCTED PER WATER DETAIL A ON SHEET 6.
 - CULVERT CROSSINGS TO BE CONDUCTED PER WATER DETAIL B ON SHEET 6.
 - ALL PIPE SHALL BE C900 UNLESS OTHERWISE NOTED ON THE CONSTRUCTION PLANS.
 - CONTRACTOR TO REFER TO GENERAL NOTES FOR ABANDONING AND REMOVAL OF EXISTING 6" WATERLINE.



NO.	DATE	REVISION	APPR BY

03/22/2023

JOEL DORIAN VALDEZ
101306
REGISTERED PROFESSIONAL ENGINEER

Joel Dorian Valdez

K·FRIESE + ASSOCIATES
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**FM 3351
PLAN
WATER WELL LINE
STA 262+00 TO STA 271+20**

SCALE: 1"=40' SHEET 2 OF 3

DSN: JV	STATE	FED RD. DIV. NO.	FEDERAL PROJECT NO.	HIGHWAY NO.
CK: XX	TEXAS	6	SEE TITLE SHEET	FM 3351
DRN: LB	COUNTY	DIST.	CONT.	SECT.
CK: XX	COMAL	SAT	3212	05 013

Page 36

60% PLANS SUBMITTAL

PLOT DRIVER: \$PLTDRIV\$.
PENTABLE: ...

DATE: 3/15/2023
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MATCHLINE STA 271+20.00

MATCHLINE STA 275+80.00

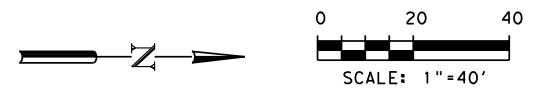
MATCHLINE STA 275+80.00

MATCHLINE STA 280+40.00

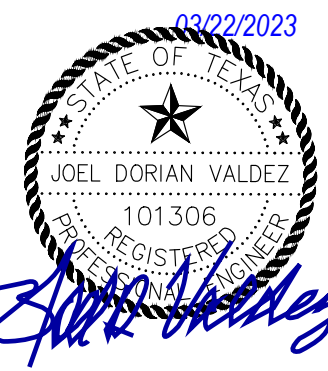
LEGEND

- PROP WATER MAIN —●—
- EXIST WATER MAIN —○— 6" C.I. WL
- GAS MAIN —2" G—
- SANITARY SEWER —8" SS—
- STORM SEWER —24" ST—
- UTILITY POLE LINE —●—
- ELECTRIC CABLE —E—
- TELEPHONE CABLE —T—

- NOTES:
- CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
 - UTILITY CROSSINGS TO BE CONDUCTED PER WATER DETAIL A ON SHEET 6.
 - CULVERT CROSSINGS TO BE CONDUCTED PER WATER DETAIL B ON SHEET 6.
 - ALL PIPE SHALL BE C900 UNLESS OTHERWISE NOTED ON THE CONSTRUCTION PLANS.
 - CONTRACTOR TO REFER TO GENERAL NOTES FOR ABANDONING AND REMOVAL OF EXISTING 6" WATERLINE.



NO.	DATE	REVISION	APPR BY



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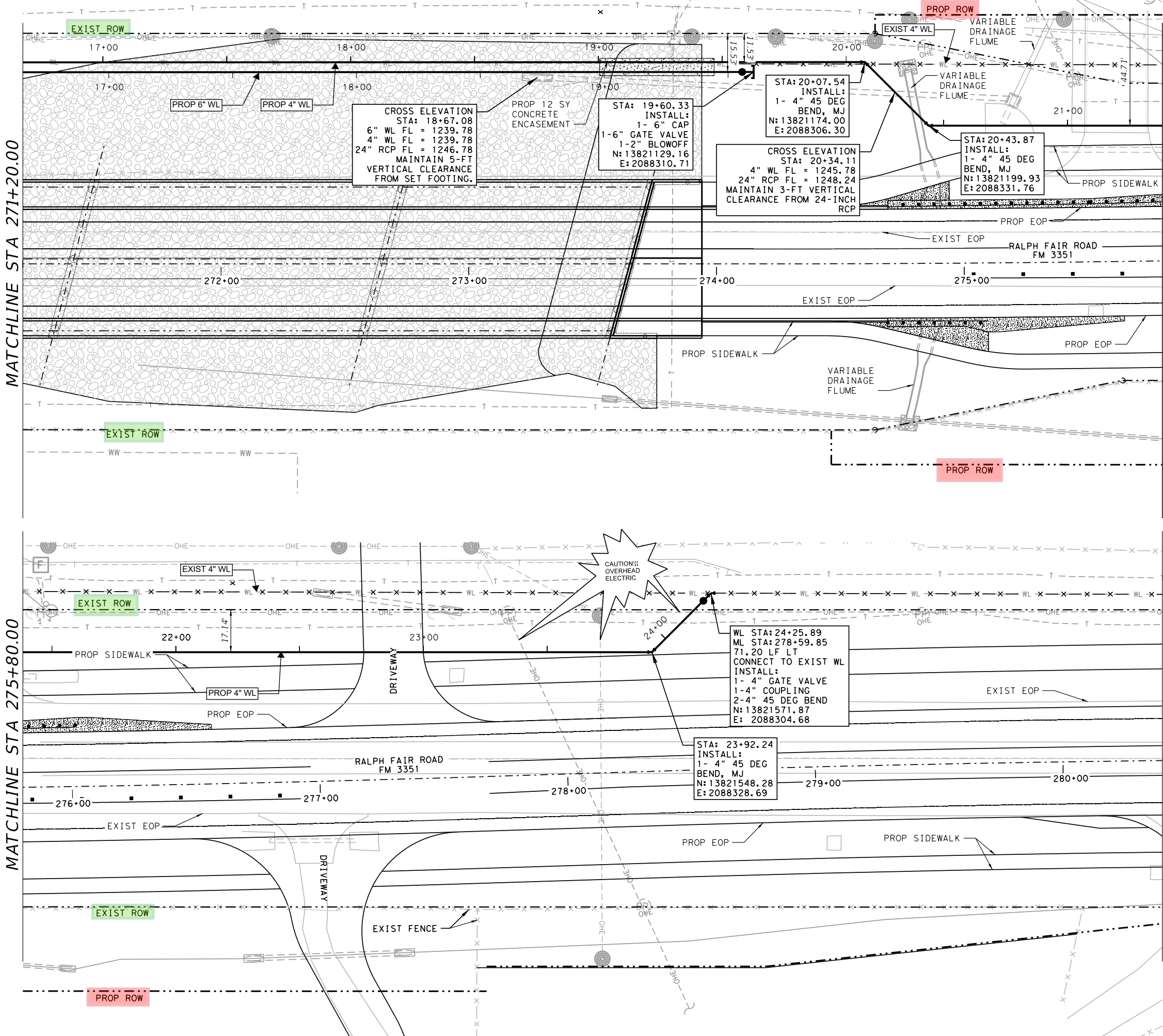


**FM 3351
PLAN
WATER WELL LINE
STA 271+20 TO STA 280+40**

SCALE: 1"=40' SHEET 3 OF 3

DSN: JV	STATE	FED RD. DIV. NO.	FEDERAL PROJECT NO.	HIGHWAY NO.
CK: XX	TEXAS	6	SEE TITLE SHEET	FM 3351
DRN: LB	COUNTY	DIST.	CONT.	SECT.
CK: XX	COMAL	SAT	3212	05 013

Page 37

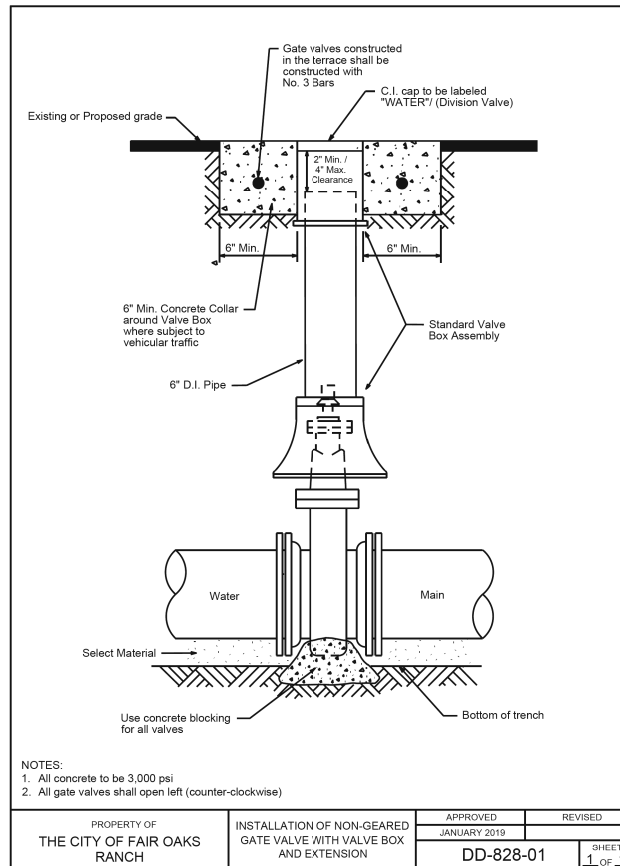


60% PLANS SUBMITTAL

PLOTDRIVER: \$PLTDIVS\$
PENTABLET...PLOT...Kfr...esePEN.tbl

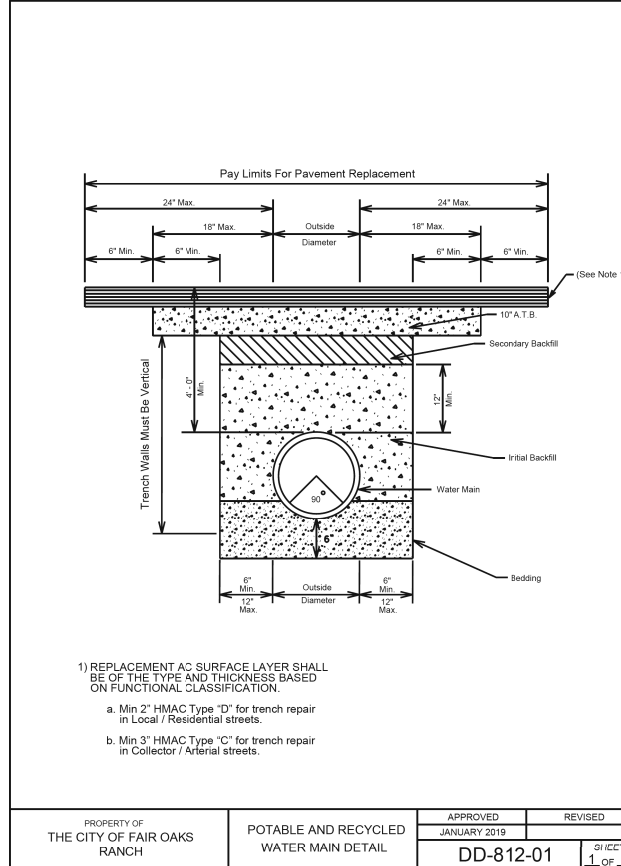
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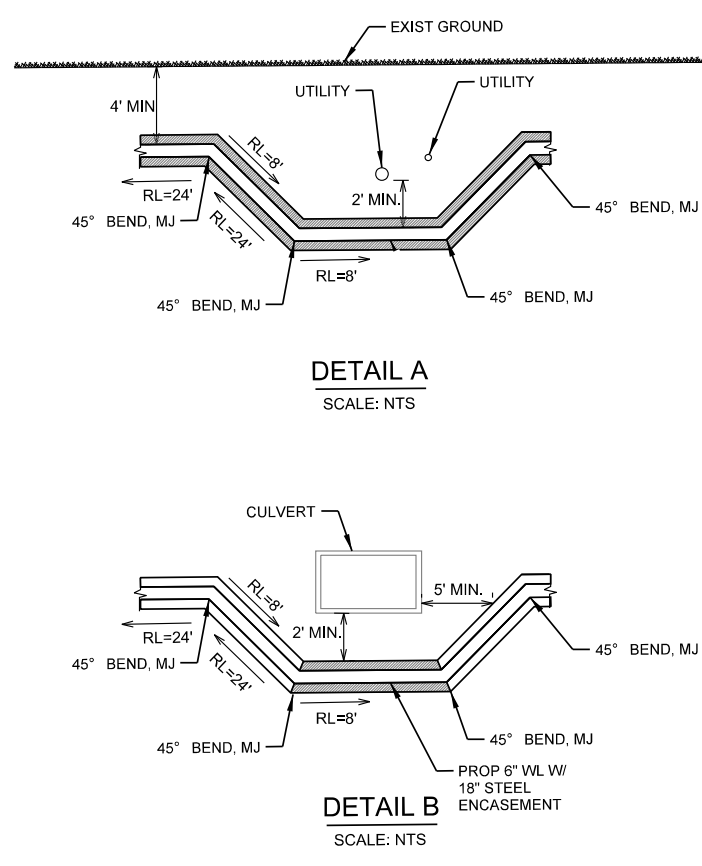
NOTES:
1. All concrete to be 3,000 psi
2. All gate valves shall open left (counter-clockwise)

PROPERTY OF THE CITY OF FAIR OAKS RANCH	INSTALLATION OF NON-GEARED GATE VALVE WITH VALVE BOX AND EXTENSION	APPROVED JANUARY 2019	REVISED
		DD-828-01	SHEET 1 OF 1

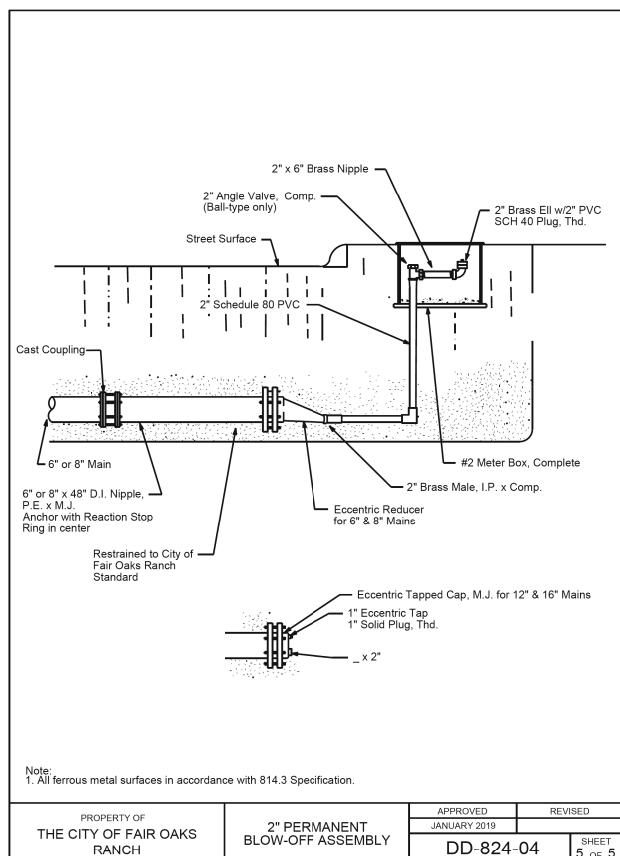


1) REPLACEMENT AC SURFACE LAYER SHALL BE OF THE TYPE AND THICKNESS BASED ON FUNCTIONAL CLASSIFICATION.
a. Min 2" HMAC Type "D" for trench repair in Local / Residential streets.
b. Min 3" HMAC Type "C" for trench repair in Collector / Arterial streets.

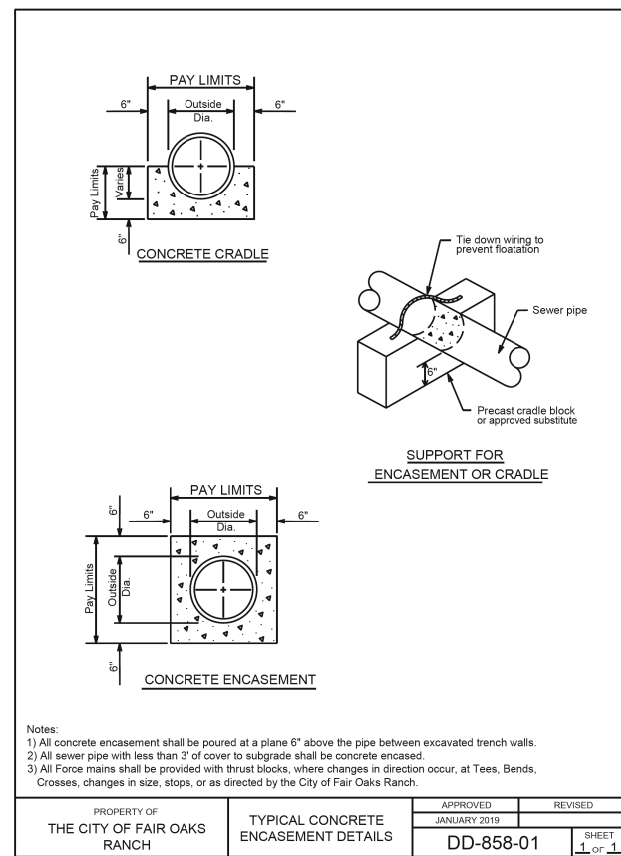
PROPERTY OF THE CITY OF FAIR OAKS RANCH	POTABLE AND RECYCLED WATER MAIN DETAIL	APPROVED JANUARY 2019	REVISED
		DD-812-01	SHEET 1 OF 1



PROPERTY OF THE CITY OF FAIR OAKS RANCH	TYPICAL CONCRETE DETAILS	APPROVED JANUARY 2019	REVISED
		DD-858-02	SHEET 1 OF 1

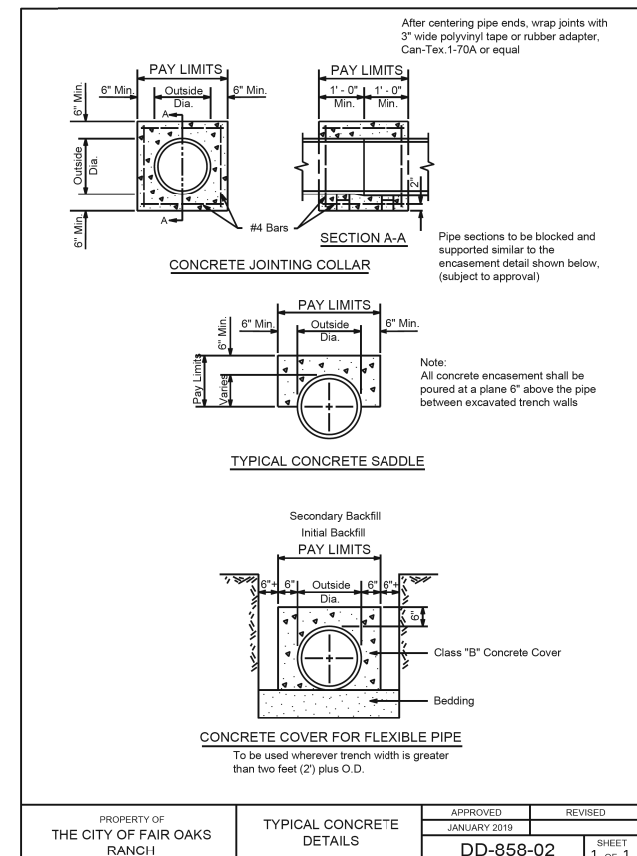


PROPERTY OF THE CITY OF FAIR OAKS RANCH	2" PERMANENT BLOW-OFF ASSEMBLY	APPROVED JANUARY 2019	REVISED
		DD-824-04	SHEET 5 OF 5



Notes:
1) All concrete encasement shall be poured at a plane 6" above the pipe between excavated trench walls.
2) All sewer pipe with less than 2" of cover to subgrade shall be concrete encased.
3) All Force mains shall be provided with thrust blocks, where changes in direction occur, at Tees, Bends, Crosses, changes in size, stops, or as directed by the City of Fair Oaks Ranch.

PROPERTY OF THE CITY OF FAIR OAKS RANCH	TYPICAL CONCRETE ENCASEMENT DETAILS	APPROVED JANUARY 2019	REVISED
		DD-858-01	SHEET 1 OF 1



PROPERTY OF THE CITY OF FAIR OAKS RANCH	TYPICAL CONCRETE DETAILS	APPROVED JANUARY 2019	REVISED
		DD-858-02	SHEET 1 OF 1

NO.	DATE	REVISION	APPR BY

03/22/2023

Joel Dorian Valdez

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TBPE Firm Number 6535
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WATER DETAILS

DSN: JV	STATE: TEXAS	FED RD. DIV. NO.: 6	FEDERAL PROJECT NO.: SEE TITLE SHEET	HIGHWAY NO.: FM 3351
CK: XX	COUNTY: COMAL	DIST.: SAT	CONT.: 3212	SECT.: 05
DRN: LB				JOB: 013
CK: XX				Page 38

CITY OF FAIR OAKS RANCH (U NUMBER NOT ASSIGNED)

		ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
UTILITIES - JOINT BID						
CITY OF FAIR OAKS WATER (U-NOT ASSIGNED)						
SS7196-5.1		PIPE WATER MAIN (PVC)(4")	LF	91	2,348	\$ 213,668
SS7196-5.1		PIPE WATER MAIN (PVC)(6")	LF	103	1,861	\$ 191,683
SS7196-5.21		TRENCH EXCAVATION	LF	4	4,209	\$ 16,836
SS7196-5.9		4" GATE VALVE	EA	1,391	2	\$ 2,782
SS7196-5.9		6" GATE VALVE	EA	1,809	2	\$ 3,618
SS7196-5.44		FITTINGS	TON	6,420	1	\$ 6,420
SS7196-5.18		2" BLOWOFF	EA	4,500	1	\$ 4,500
SS7196-5.14		CONCRETE ENCASEMENT	CY	600	22	\$ 12,930
SS7196-5.22		4" WATER TIE-IN	EA	4,400	2	\$ 8,800
SS7196-5.22		6" WATER TIE-IN	EA	4,800	2	\$ 9,600
SS7196-5.40		HYDROSTATIC PRESSURE TEST	EA	1,500	2	\$ 3,000
		CONTINGENCY (10%)	LS		1	\$ 47,384
						\$ 521,221

This document is released for interim review under the authority of Joel Valdez, P.E., #101306 on January 12, 2023 and is not to be used for other purposes.



7286 Dietz Elkhorn
 Fair Oaks Ranch, TX 78015
 Bus: 210-698-0900
 www.fairoaksranchtx.org

June 14, 2023

Cassandra Wallof, P.E.
 HDR, Inc.
 17111 Preston Road, Suite 300
 Dallas, TX 75248-1232

RE: City of Fair Oaks Ranch Management/Administration Fees for TxDOT FM 3351 Project

Dear Ms. Wallof:

The City of Fair Oaks Ranch (CoFOR) has prepared the following summary of Project Management/Administration Fees for the City's Well Waterline Relocation project which will be joint bid with TxDOT FM 3351 Cibolo Creek Bridge Project (CSJ 3212-05-013). Please note we retain Legacy Engineering Group, PLLC (LEG) as our General Engineering Consultant (GEC), and LEG's estimated costs have been included in the summary as well. The below summary includes the estimated time and effort for all project management, contract administration, project meetings, field inspections, and general oversight for the duration of the project.

CoFOR	Rate	Hours	Fee
Engineering	\$100	16	\$1,600.00
Technical/Operator	\$75	24	\$1,800.00
Inspection	\$50	24	\$1,200.00
Support Staff/Admin	\$50	8	\$400.00
GEC-LEG	Rate	Hours	Fee
Project Manager	\$190	16	\$3,040.00
Engineer II	\$150	24	\$3,600.00
Senior Technician	\$105	24	\$2,520.00
TOTALS:		136	\$14,160.00

Please also find the professional engineering services scope and fee proposal from K Friese & Associates, Inc. (KFA) for the City's Well Waterline Relocation in the amount of \$79,665.00. A copy of the proposal is enclosed for your consideration.

Respectfully,

Grant Watanabe, P.E.
 Director of Public Works & Engineering Services

Enclosure: KFA Proposal dated May 23, 2023

Cc: Joel Valdez, PE, K Friese & Associates
 Mike Garza, PE, PTOE, RSP1, Legacy Engineering Group

May 23, 2023

Mr. Grant Watanabe
 City of Fair Oaks Ranch
 7286 Dietz Elkhorn
 Fair Oaks Ranch, Texas 78015

VIA: E-Mail

**RE: Engineering Design Services for the
 FM 3351 Well Waterline Relocation
 KHA Project No. 0704 | 164**

Dear Mr. Watanabe:

K Friese & Associates, Inc. (KFA) is pleased to provide you with the attached scope of services to perform professional engineering design services for the well water relocation designs related to the TxDOT FM 3351 Expansion Project. The scope will also include supporting the City with TxDOT coordination, easement acquisition process, and TxDOT funding agreements.

We propose to perform the tasks described in the attached documents on a lump sum basis in the amount of \$79,665.00 for base service. Additional detail on the project can be found in the attached Manpower Estimate and Scope of Services.

PHASE	WATER FEE	DURATION
90% Design	\$34,035.00	Follow TxDOT Schedule
100% Design	\$20,555.00	Follow TxDOT Schedule
Bid Phase	\$6,315.00	Follow TxDOT Schedule
Construction	\$15,280.00	Follow TxDOT Schedule
Closeout	\$3,480.00	Follow TxDOT Schedule
Base Services	\$79,665.00	

Thank you very much for the opportunity to serve the City of Fair Oaks Ranch and we look forward to working with you on this project. Please do not hesitate to contact me with any questions or comments.

Respectfully,

Joel D. Valdez, PE, CFM, LEED AP
 Senior Engineer

**KFA FEE SCHEDULE
CITY OF FAIR OAKS RANCH - FM 3351**

Task	QC/ Senior Project II	Sr PM	Engineer I, PE	Engineer in Training	Contract Specialist	Total Labor Hours	Total Labor Cost	Expenses	Total Cost
	Hours	Hours	Hours	Hours	Hours				
	\$ 200.00	\$ 210.00	\$ 125.00	\$ 110.00	\$ 85.00				
90% Design - Water (Subtotals)	8	78	60	74	4	224	\$33,960.00	\$75.00	\$34,035.00
1.1 Project Administration		8	4		4	16	\$2,520.00	\$0.00	\$2,520.00
1.2 FOR Coordination		4	4			8	\$1,340.00	\$0.00	\$1,340.00
1.3 Review survey, maps, as-builts		4	4			8	\$1,340.00	\$0.00	\$1,340.00
1.4 Easement Aquisition memo and Coordination		16	12			28	\$4,860.00	\$0.00	\$4,860.00
1.5 Walk Project		4	4			8	\$1,340.00	\$75.00	\$1,415.00
1.6 TxDOT Coordination		20				20	\$4,200.00	\$0.00	\$4,200.00
1.7 Plans Preparation		4	32	62		98	\$11,660.00	\$0.00	\$11,660.00
1.8 Prepare Expected Construction Cost		12		8		20	\$3,400.00	\$0.00	\$3,400.00
1.9 QA/QC	8	4				12	\$2,440.00	\$0.00	\$2,440.00
1.10 Submittal to FOR (PDF)		2		4		6	\$860.00	\$0.00	\$860.00
100% Design - Water (Subtotals)	4	50	32	44	4	134	\$20,480.00	\$75.00	\$20,555.00
2.1 Project Administration		8	4		4	16	\$2,520.00	\$0.00	\$2,520.00
2.2 Project Walkthrough with FOR and Coordination		4	4			8	\$1,340.00	\$75.00	\$1,415.00
2.3 TxDOT Coordination		16				16	\$3,360.00	\$0.00	\$3,360.00
2.4 Plans Preparation		4	24	32		60	\$7,360.00	\$0.00	\$7,360.00
2.5 Revise Expected Construction Cost		8		8		16	\$2,560.00	\$0.00	\$2,560.00
2.6 QA/QC	4	4				8	\$1,640.00	\$0.00	\$1,640.00
2.7 Prepare Draft Bid Documents		4				4	\$840.00	\$0.00	\$840.00
2.8 Submittal to FOR (PDF)		2		4		6	\$860.00	\$0.00	\$860.00
Bid Phase (Subtotals)	0	14	18	8	2	42	\$6,240.00	\$75.00	\$6,315.00
3.1 Project Administration		2			2	4	\$590.00	\$0.00	\$590.00
3.2 Provide Bid Docs		2	4	8		14	\$1,800.00	\$0.00	\$1,800.00
3.3 Attend Pre-bid Conference		4	2			6	\$1,090.00	\$75.00	\$1,165.00
3.4 Prepare & Issue Addenda		2	4			6	\$920.00	\$0.00	\$920.00
3.5 Attend Bid Opening		2	2			4	\$670.00	\$0.00	\$670.00
3.6 Review FOR Portion of Bid Tab		1	4			5	\$710.00	\$0.00	\$710.00
3.7 Conformed Documents		1	2			3	\$460.00	\$0.00	\$460.00
Construction Phase (Subtotals)	0	38	38	16	4	96	\$14,830.00	\$450.00	\$15,280.00
4.1 Project Administration		8			4	12	\$2,020.00	\$0.00	\$2,020.00
4.2 Preconstruction Conference		4	4			8	\$1,340.00	\$0.00	\$1,340.00
4.3 Review Submittals		4	8	16		28	\$3,600.00	\$0.00	\$3,600.00
4.4 Monthly Construction Meetings (2 meetings)		4	4			8	\$1,340.00	\$150.00	\$1,490.00
4.5 Observe Construction (4 visits)		8	8			16	\$2,680.00	\$300.00	\$2,980.00
4.6 Prepare Monthly Observation Report		2	2			4	\$670.00	\$0.00	\$670.00
4.7 Review RFIs, RFPs, and Change Orders		4	8			12	\$1,840.00	\$0.00	\$1,840.00
4.8 Meet for Final Field Acceptance		4	4			8	\$1,340.00	\$0.00	\$1,340.00
Project Closeout - Water (Subtotals)	0	4	0	24	0	28	\$3,480.00	\$0.00	\$3,480.00
5.1 Prepare Water Plan of Record		2		16		18	\$2,180.00	\$0.00	\$2,180.00
5.2 Revise and Resubmit per Comments		2		8		10	\$1,300.00	\$0.00	\$1,300.00
Overall Project Total	12	184	148	166	14	524	\$78,990.00	\$675.00	\$79,665.00

Utility Adjustment for TxDOT Project

City of Fair Oaks Ranch
FM 3351

RCSJ: 3212-05-017
Utility ID#: U00012732
UNUMBER:

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Materials to be purchased by TxDOT - JOINT BID						
Line Item / Item Description	Bid Code	Unit	Quantity	\$/Unit	Total	
PIPE WATER MAIN (PVC)(4")	SS7196-5.1	LF	2348	91	\$	213,668.00
PIPE WATER MAIN (PVC)(6")	SS7196-5.1	LF	1861	103	\$	191,683.00
TRENCH EXCAVATION	SS7196-5.21	LF	4209	4	\$	16,836.00
4" GATE VALVE - B/A	SS7196-5.9	EA	2	1391	\$	2,782.00
6" GATE VALVE - B/A	SS7196-5.9	EA	2	1809	\$	3,618.00
FITTINGS	SS7196-5.44	EA	1	6420	\$	6,420.00
2" BLOWOFF	SS7196-5.18	EA	1	4500	\$	4,500.00
CONCRETE ENCASEMENT	SS7196-5.14	CUB. YDS	21.55	600	\$	12,930.00
4" WATER TIE-IN	SS7196-5.22	EA	2	4400	\$	8,800.00
6" WATER TIE IN	SS7196-5.22	EA	2	4800	\$	9,600.00
HYDROSTATIC PRESSURE TEST	SS7196-5.40	EA	2	1500	\$	3,000.00
MOBILIZATION (10%)		LS	1	\$ 47,383.70	\$	47,383.70
SUBTOTAL					\$	521,220.70

Internally Supplied Materials - documented with Certified Ledger at Payment				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)		Enter % if applicable	0.00%	\$ -
SUBTOTAL				\$ -

Externally Acquired Materials - documented with Invoices and/or Checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
MATERIALS SUBTOTAL				\$ 521,220.70

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

X	Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater.	Sum of De Minimus Items	\$0.00
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TxDOT contractor labor - JOINT BID						
Line Item / Item Description	Bid Code	Unit	Quantity	\$/Unit	Total	
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-

Internal Labor Costs - documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Technical / Operator	HR	24	\$ 75.00	\$ 1,800.00
Inspection	HR	24	\$ 50.00	\$ 1,200.00
Support Staff / Admin	HR	8	\$ 50.00	\$ 400.00
OVERHEAD (%)		Enter % if applicable	0.00%	\$ -
SUBTOTAL				\$ 3,400.00

External Labor Costs - documented with Invoices and / or checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Item #7.

Engineering Procured by TxDOT - 100% eligibiity required				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
			SUBTOTAL	\$ -

Internal Engineering - Costs Documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Engineering	HR	16	\$ 100.00	\$ 1,600.00
Project Manager	HR	16	\$ 190.00	\$ 3,040.00
Engineer II	HR	24	\$ 150.00	\$ 3,600.00
Senior Technician	HR	24	\$ 105.00	\$ 2,520.00
			SUBTOTAL	\$ 10,760.00
Internal Survey / Landman				
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
			SUBTOTAL	\$ -
Internal Inspection				
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
			SUBTOTAL	\$ -
Internal Administration				
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
			SUBTOTAL	\$ -
Internal Engineering/ Survey/ Inspection/ Administration Overhead				
		OVERHEAD (%)	Enter % if applicable 0.00%	\$ -
			SUBTOTAL	\$ 10,760.00

External Engineering - Cost documented with INVOICES and / or CHECKS				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
QC / Senior Project II	HR	12	\$200.00	\$ 2,400.00
Senior PM	HR	184	\$210.00	\$ 38,640.00
Engineer I, PE	HR	148	\$125.00	\$ 18,500.00
Engineer in Training	HR	166	\$110.00	\$ 18,260.00
Contract Specialist	HR	14	\$85.00	\$ 1,190.00
			SUBTOTAL	\$ 78,990.00
External Survey/ Landman				
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -

Attachment "B" Accounting Method

Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Attachment "C" Schedule of Work

Estimated Start Date: April 2024, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 120

Estimated Completion Date: August 2024

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Attachment "D"

Statement Covering Contract Work

(ROW-U-48)
(ROW-U-48-1, if applicable)

Construction Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).
- TxDOT will procure utility consultant.

Initial Date
TxDOT

Initial Date
Utility



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 10/20)
Page 1 of 1

U-Number: _____ Utility ID: U00012732
 ROW CSJ Number: 3212-05-017 District: San Antonio
 County: Comal Highway No.: FM 3351
 Federal Project No.: N/A

I, _____, a duly authorized and qualified representative of
City of Fair Oaks Ranch, hereinafter referred to as **Owner**, am fully cognizant of the
 facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the
 estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped
 to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the **State**, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the **State**, will be included in the construction contract awarded by the **State**. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway _____ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Signature

Date

Title

**Statement Covering Utility Construction Contract Work – In the State’s
Highway Construction Contract
(As Referenced in Form ROW-U-48, Option E)**

Work Responsibilities

- A. The **Utility** shall provide the following services under this contract:
- i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along FM 3351.
 - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation’s San Antonio Area Office.
 - iii. Secure all necessary permitting as may be required for the installation of the water line.
 - iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed ditches, driveways, and drainage during construction, and the relocation of water line and connection of services to customers.
 - v. Advise the State of work that Utility determines should be corrected or rejected.
 - vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
 - vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
 - viii. Assume all responsibility for the maintenance of the existing water line during and upon completion of the construction contract.
 - ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
 - x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
 - xi. Coordinate all construction activities performed by Utility’s staff for the relocations and adjustments through the Project Engineer.

- B. The State shall provide the following services under this contract:**
- i. Combine the water line relocation and adjustment plans with the plans being prepared for the Project.
 - ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
 - iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
 - iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
 - v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
 - vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
 - vii. Make timely payment to the contractor for work performed in connection with the Project.
 - viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
 - ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
 - x. Maintain job file.



7286 Dietz Elkhorn
 Fair Oaks Ranch, TX 78015
 Bus: 210-698-0900
 www.fairoaksranchtx.org

June 14, 2023

Cassandra Wallof, P.E.
 HDR, Inc.
 17111 Preston Road, Suite 300
 Dallas, TX 75248-1232

RE: City of Fair Oaks Ranch Management/Administration Fees for TxDOT FM 3351 Project

Dear Ms. Wallof:

The City of Fair Oaks Ranch (CoFOR) has prepared the following summary of Project Management/Administration Fees for the City's Well Waterline Relocation project which will be joint bid with TxDOT FM 3351 Cibolo Creek Bridge Project (CSJ 3212-05-013). Please note we retain Legacy Engineering Group, PLLC (LEG) as our General Engineering Consultant (GEC), and LEG's estimated costs have been included in the summary as well. The below summary includes the estimated time and effort for all project management, contract administration, project meetings, field inspections, and general oversight for the duration of the project.

CoFOR	Rate	Hours	Fee
Engineering	\$100	16	\$1,600.00
Technical/Operator	\$75	24	\$1,800.00
Inspection	\$50	24	\$1,200.00
Support Staff/Admin	\$50	8	\$400.00
GEC-LEG	Rate	Hours	Fee
Project Manager	\$190	16	\$3,040.00
Engineer II	\$150	24	\$3,600.00
Senior Technician	\$105	24	\$2,520.00
TOTALS:		136	\$14,160.00

Please also find the professional engineering services scope and fee proposal from K Friese & Associates, Inc. (KFA) for the City's Well Waterline Relocation in the amount of \$79,665.00. A copy of the proposal is enclosed for your consideration.

Respectfully,

Grant Watanabe, P.E.
 Director of Public Works & Engineering Services

Enclosure: KFA Proposal dated May 23, 2023

Cc: Joel Valdez, PE, K Friese & Associates
 Mike Garza, PE, PTOE, RSP1, Legacy Engineering Group

May 23, 2023

Mr. Grant Watanabe
 City of Fair Oaks Ranch
 7286 Dietz Elkhorn
 Fair Oaks Ranch, Texas 78015

VIA: E-Mail

**RE: Engineering Design Services for the
 FM 3351 Well Waterline Relocation
 KHA Project No. 0704 | 164**

Dear Mr. Watanabe:

K Friese & Associates, Inc. (KFA) is pleased to provide you with the attached scope of services to perform professional engineering design services for the well water relocation designs related to the TxDOT FM 3351 Expansion Project. The scope will also include supporting the City with TxDOT coordination, easement acquisition process, and TxDOT funding agreements.

We propose to perform the tasks described in the attached documents on a lump sum basis in the amount of \$79,665.00 for base service. Additional detail on the project can be found in the attached Manpower Estimate and Scope of Services.

PHASE	WATER FEE	DURATION
90% Design	\$34,035.00	Follow TxDOT Schedule
100% Design	\$20,555.00	Follow TxDOT Schedule
Bid Phase	\$6,315.00	Follow TxDOT Schedule
Construction	\$15,280.00	Follow TxDOT Schedule
Closeout	\$3,480.00	Follow TxDOT Schedule
Base Services	\$79,665.00	

Thank you very much for the opportunity to serve the City of Fair Oaks Ranch and we look forward to working with you on this project. Please do not hesitate to contact me with any questions or comments.

Respectfully,

Joel D. Valdez, PE, CFM, LEED AP
 Senior Engineer

PROJECT DESCRIPTION

The City of Fair Oaks Ranch (FOR) has requested engineering design services for the relocation of two well line segments to accommodate future FM 3351 improvements. The proposed project will be a joint bid with the TxDOT project and will generally follow the TxDOT schedule. The project will include a review of easement acquisition documents, funding agreements and preparation of supporting exhibits. This project will consist of the replacement of the following:

- 2,300 of 4-inch well line
- 1,200 of 6-inch well line

SCOPE OF SERVICES

The KFA Team will provide engineering design services to accommodate expansion of the FM 3351. Conflict analysis was performed by others. Scope includes the following:

- Project Administration and coordination with FOR and TxDOT
- Construction plans for water main replacement segment
- Plans will be submitted for review to FOR at the 90% phase, and a final (100%) sealed set of plans will be submitted for construction
- Easement acquisition analysis and recommendations
- Review of funding agreements and supporting easements
- Bid Phase Services
- Limited construction phase services, including monthly site visits, and preparation of as-builts

Items not anticipated for this assignment which have not been included in this Scope of Services are as follows: design survey, temporary water main design, structural engineering, geotechnical engineering, environmental studies, traffic control plans, bypass pumping plans, TxDOT Exception requests, and permitting fees. Any additional submittal or plan changes after the 100% signed and sealed documents will be considered additional services.

FOR standard details and specifications will be referenced. Anticipated plan sheets (11"X17") to be prepared for this assignment include:

Well Line:

- 1 – Cover
- 1 – General Notes
- 3 – Plan Sheets (1" = 40' scale) (Double Banked views)
- 1 – Standard Details Sheet

1. 90% Submittal

- 1.1 Project Administration – This task includes routine communication with FOR, managing manpower, budgets, and schedules, and invoicing.
- 1.2 FOR Coordination – Coordinate with FOR and TxDOT regarding the proposed water line improvements and the alignment of the proposed roadway. KFA will attend design meetings with FOR, the roadway design team, and TxDOT.
- 1.3 Review Surveys, Maps, As-Builts – Review documents depicting the existing water infrastructure provided by TxDOT.

- 1.4 KFA will review the easement acquisition offer letter, review findings and prepare a memorandum describing findings and recommendations. The memorandum will include a cost estimate.
- 1.5 Walk Project – The KFA Team will visit the site to walk the project and assess existing conditions that are visible in order to evaluate new alignments.
- 1.6 TxDOT Coordination – Coordinate with TxDOT regarding the proposed roadway improvements and the alignment of proposed utilities. KFA will attend design meetings with TxDOT, the roadway design consultant, and the City to discuss the design of the roadway and utilities, and to mitigate potential conflicts.
- 1.7 Prepare Plan Sheets – Prepare Title, Index, General Notes, Details, and Quantity sheets for the project. The KFA Team will prepare plan sheets for the segments of water main replacement via open cut. TxDOT will provide the design survey and proposed roadway design files, both of which will be the basis for the plan sheets. Existing utilities will be shown where information was found to be available and based on field mark-outs of utilities.
- 1.8 Prepare Opinion of Probable Construction Cost – KFA will prepare a construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 1.9 QA/QC – KFA will conduct QA/QC of the plans for each design phase.
- 1.10 Design Submittal - The KFA Team will prepare and submit plans to FOR for review at the 90% design stage. A copy of the Plan Sheets will be provided for TxDOT for coordination purposes.

2. 100% Design Phase

- 2.1 Project Administration – This task includes routine communication with FOR, managing manpower, budgets, and schedules; and invoicing.
- 2.2 Walk Project with FOR and Coordination – The KFA Team will walk the project with FOR to review the preliminary plans and existing site conditions.
- 2.3 TxDOT Coordination – Coordinate with TxDOT regarding the proposed roadway improvements and the alignment of the proposed water mains. KFA will attend design meetings with TxDOT and the roadway design consultant to discuss the design of the roadway and utilities, and to mitigate potential conflicts.
- 2.4 Prepare Revised Plan Sheets – Revise Title, Index, General Notes, Details, and Quantity sheets for the project. The KFA Team will update plan sheets for the segments of water main replacement via open cut. The KFA Team will summarize and respond to comments received from FOR/TxDOT at the 90% submittal.
- 2.5 Prepare Revised Opinion of Probable Construction Cost – KFA will prepare an updated construction cost estimate based on updated quantities developed in the plans and pricing on recent similar construction projects.
- 2.6 QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 2.7 Prepare Draft Bid Documents – Draft bid documents and submit to FOR.

- 2.8 Design Submittal - The KFA Team will prepare and submit plans to FOR for review at the 100% design stage.

3. Bid Phase

- 3.1 Project Administration – This task includes routine communication with FOR, managing manpower, budgets, and schedules; and invoicing.
- 3.2 Provide Bid Docs for TxDOT Bid Package – Prepare the necessary documents for the TxDOT bid package for the project.
- 3.3 Attend Pre-Bid Conference – KFA will attend the pre-bid conference.
- 3.4 Prepare and Issue Addenda – KFA will prepare addenda required to clarify, correct, or change the bid documents.
- 3.5 Attend Bid Opening – KFA will attend the bid opening.
- 3.6 Review FOR Portion of Bid Tab – TxDOT will provide a bid tabulation and bid packets from each bidder to KFA. KFA will review the bids, verify the accuracy of the bid tabulation, determine the responsiveness of the low bidder, and prepare a letter of recommendation of award.
- 3.7 Conformed Documents – KFA will update the Contract Documents based on the Addenda issued and will issue Conformed Documents to TxDOT.

4. Construction Administration

- 4.1 Project Administration – This task includes routine communication with FOR, managing subconsultants, manpower, budgets, and schedules; and invoicing.
- 4.2 Preconstruction Conference – KFA will attend the preconstruction conference, discuss the water main project, and contribute to the meeting minutes.
- 4.3 Review Submittals – KFA will review material data submittals, cut sheets, and layout drawings submitted by the Contractor.
- 4.4 Construction Meetings – KFA will attend up to two construction meetings as requested by TxDOT or FOR.
- 4.5 Observe Construction - KFA will attend up to 2 site visits per month during the construction phase. It is anticipated that the field construction phase of the FOR portion of the project will last approximately 4 months, and 8 site visits will be necessary.
- 4.6 Prepare Monthly Construction Observation Report – KFA will prepare a construction observation report each month summarizing the site visits during that month.
- 4.7 Review RFIs, RFPs, and Change Orders - KFA will evaluate and respond to RFIs from the Contractor. KFA will assist FOR in reviewing RFPs and Change Orders received from the Contractor regarding required plan modifications. Change Order paperwork will be completed by others.
- 4.8 Meet for Final Field Acceptance - KFA will meet with FOR and TxDOT inspectors to perform a final walkthrough and sign construction acceptance paperwork prepared by others.

5. Project Closeout

- 5.1 Prepare Record Drawings – The KFA Team will prepare Record Drawings based on redlines provided by the Contractor and Inspector.
- 5.2 Revise and Resubmit per Comments – KFA will revise and resubmit Record Drawings based on comments provided by FOR.

KFA FEE SCHEDULE
CITY OF FAIR OAKS RANCH - FM 3351

Task	QC/ Senior Project II	Sr PM	Engineer I, PE	Engineer in Training	Contract Specialist	Total Labor Hours	Total Labor Cost	Expenses	Total Cost
	Hours	Hours	Hours	Hours	Hours				
	\$ 200.00	\$ 210.00	\$ 125.00	\$ 110.00	\$ 85.00				
90% Design - Water (Subtotals)	8	78	60	74	4	224	\$33,960.00	\$75.00	\$34,035.00
1.1 Project Administration		8	4		4	16	\$2,520.00	\$0.00	\$2,520.00
1.2 FOR Coordination		4	4			8	\$1,340.00	\$0.00	\$1,340.00
1.3 Review survey, maps, as-builts		4	4			8	\$1,340.00	\$0.00	\$1,340.00
1.4 Easement Aquisition memo and Coordination		16	12			28	\$4,860.00	\$0.00	\$4,860.00
1.5 Walk Project		4	4			8	\$1,340.00	\$75.00	\$1,415.00
1.6 TxDOT Coordination		20				20	\$4,200.00	\$0.00	\$4,200.00
1.7 Plans Preparation		4	32	62		98	\$11,660.00	\$0.00	\$11,660.00
1.8 Prepare Expected Construction Cost		12		8		20	\$3,400.00	\$0.00	\$3,400.00
1.9 QA/QC	8	4				12	\$2,440.00	\$0.00	\$2,440.00
1.10 Submittal to FOR (PDF)		2		4		6	\$860.00	\$0.00	\$860.00
100% Design - Water (Subtotals)	4	50	32	44	4	134	\$20,480.00	\$75.00	\$20,555.00
2.1 Project Administration		8	4		4	16	\$2,520.00	\$0.00	\$2,520.00
2.2 Project Walkthrough with FOR and Coordination		4	4			8	\$1,340.00	\$75.00	\$1,415.00
2.3 TxDOT Coordination		16				16	\$3,360.00	\$0.00	\$3,360.00
2.4 Plans Preparation		4	24	32		60	\$7,360.00	\$0.00	\$7,360.00
2.5 Revise Expected Construction Cost		8		8		16	\$2,560.00	\$0.00	\$2,560.00
2.6 QA/QC	4	4				8	\$1,640.00	\$0.00	\$1,640.00
2.7 Prepare Draft Bid Documents		4				4	\$840.00	\$0.00	\$840.00
2.8 Submittal to FOR (PDF)		2		4		6	\$860.00	\$0.00	\$860.00
Bid Phase (Subtotals)	0	14	18	8	2	42	\$6,240.00	\$75.00	\$6,315.00
3.1 Project Administration		2			2	4	\$590.00	\$0.00	\$590.00
3.2 Provide Bid Docs		2	4	8		14	\$1,800.00	\$0.00	\$1,800.00
3.3 Attend Pre-bid Conference		4	2			6	\$1,090.00	\$75.00	\$1,165.00
3.4 Prepare & Issue Addenda		2	4			6	\$920.00	\$0.00	\$920.00
3.5 Attend Bid Opening		2	2			4	\$670.00	\$0.00	\$670.00
3.6 Review FOR Portion of Bid Tab		1	4			5	\$710.00	\$0.00	\$710.00
3.7 Conformed Documents		1	2			3	\$460.00	\$0.00	\$460.00
Construction Phase (Subtotals)	0	38	38	16	4	96	\$14,830.00	\$450.00	\$15,280.00
4.1 Project Administration		8			4	12	\$2,020.00	\$0.00	\$2,020.00
4.2 Preconstruction Conference		4	4			8	\$1,340.00	\$0.00	\$1,340.00
4.3 Review Submittals		4	8	16		28	\$3,600.00	\$0.00	\$3,600.00
4.4 Monthly Construction Meetings (2 meetings)		4	4			8	\$1,340.00	\$150.00	\$1,490.00
4.5 Observe Construction (4 visits)		8	8			16	\$2,680.00	\$300.00	\$2,980.00
4.6 Prepare Monthly Observation Report		2	2			4	\$670.00	\$0.00	\$670.00
4.7 Review RFIs, RFPs, and Change Orders		4	8			12	\$1,840.00	\$0.00	\$1,840.00
4.8 Meet for Final Field Acceptance		4	4			8	\$1,340.00	\$0.00	\$1,340.00
Project Closeout - Water (Subtotals)	0	4	0	24	0	28	\$3,480.00	\$0.00	\$3,480.00
5.1 Prepare Water Plan of Record		2		16		18	\$2,180.00	\$0.00	\$2,180.00
5.2 Revise and Resubmit per Comments		2		8		10	\$1,300.00	\$0.00	\$1,300.00
Overall Project Total	12	184	148	166	14	524	\$78,990.00	\$675.00	\$79,665.00

Attachment "E"

Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

Utility Joint Use Agreement (ROW-U-JUA)

Utility Installation Review/Permit Number:
00002/20230815/11699/18001/UP

Initial Date
TxDOT

Initial Date
Utility

Attachment “F” Eligibility Ratio

Eligibility Ratio established: 60.95 %

- Non-interstate Highway (Calculations attached)
- Interstate Highway

ROW Utility Manual Chapter 8, Section 2

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
Totals	412	503

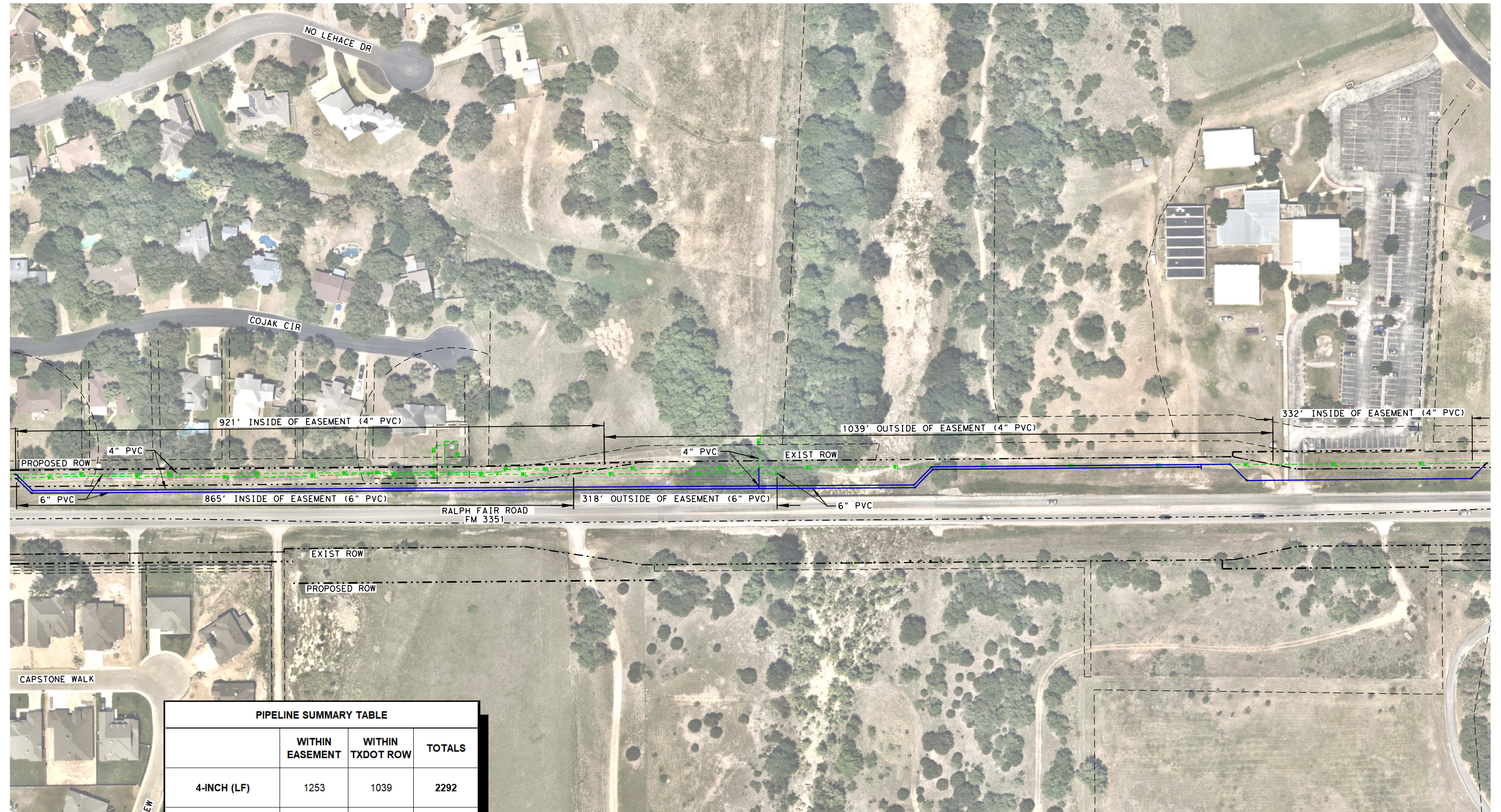
Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Eligibility Ratio Calculations

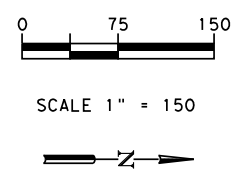
	In Easement (Eligible) Existing LF	In Public ROW (Ineligible) Existing LF	Total
4-in (LF)	1253	1039	2292
6-in (LF)	865	318	1183
Total	2118	1357	3475
ELIG. %	60.95%	39.05%	100%



PIPELINE SUMMARY TABLE			
	WITHIN EASEMENT	WITHIN TXDOT ROW	TOTALS
4-INCH (LF)	1253	1039	2292
6-INCH (LF)	865	318	1183
TOTALS	2118	1357	3475
PROJECT SUMMARY	61%	39%	100%



- LEGEND**
- WL — EXIST WATERLINE
 - — PROP WATERLINE
 - - - - - EXIST ROW
 - - - - - PROP ROW



CITY OF FAIR OAKS RANCH FM 3351 WATER WELL LINE REPLACEMENT

WATER WELL LINE EASEMENT EXHIBIT VICINITY MAP

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING

10001 Reunion Place
Suite 404
San Antonio, Texas 78216
P 210.491.2391 F 512.338.1784
TBPE Firm Number 6535
www.kfriese.com

\Projects\0704_Fair_Oaks_Ranch_GEC\DGN\164_FM 3351\Exhibit\Exhibit_0704_Exhibit_2.dgn

Attachment "G" Betterment Calculation and Estimate

- Elective Betterment Ratio established: _____ %
(Calculation attached and justification below)
- Forced Betterment
(Provide supporting documentation)
- Not Applicable

Elective betterment justification statement:

Initial Date
TxDOT

Initial Date
Utility

Attachment "H" Proof of Property Interest

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest documented through applicable affidavits and required attachments.

ROW-U-Affidavit

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

Initial Date
TxDOT

Initial Date
Utility

SPECIAL WARRANTY DEED

STATE OF TEXAS §
COUNTY OF COMAL § KNOW ALL MEN BY THESE PRESENTS: §

Handwritten initials '2' and 'M'.

THAT RALPH E. FAIR, INC., a Delaware corporation, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto FAIR OAKS RANCH HOMEOWNERS ASSOCIATION, INC., 7786 Dietz-Elkhorn Road, Fair Oaks Ranch, Texas 78015, the following described real property in Bexar County, Texas, to-wit:

That area designated as a "common area" in the following subdivisions:

- 1. Fair Oaks Ranch, Comal County, Unit C-3, as shown on plat recorded in Volume 12, page 101, Plat Records of Comal County, Texas.
2. Fair Oaks Ranch, Comal County, Unit C-4, as shown on plat recorded in Volume 11, page 355, Plat Records of Comal County, Texas.
3. Fair Oaks Ranch, Comal County, Unit C-5, as shown on plat recorded in Volume 12, page 226, Plat Records of Comal County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors, and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the Grantee, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor.

This conveyance is made and accepted subject to the following:

- (1) There is hereby excepted and reserved unto the grantor, its successors and assigns, the right to use said common areas at any time for utility easements.
(2) This conveyance is made and accepted subject to conditions, restrictions, reservations and easements of record as shown in the office of the County Clerk of Comal County, Texas, including gas pipeline easement in Comal County, Unit C-5.
(3) This conveyance is further made and accepted subject to the following: Grantor excepts from this conveyance and reserves to itself, its successors and assigns, all of the oil, gas and mineral rights and estate in and under the land herein described and conveyed, together with the right

of access, ingress and egress thereto for the purposes of exploring and drilling for, developing, operating and producing the same, subject, however, to the following restriction hereby granted to grantee, their successors and assigns: That no exploration or drilling of oil, gas and other minerals, nor development, operation or production of oil, gas and other minerals shall be conducted on or upon the surface of the land herein described and conveyed or upon the surface of other land owned by grantor adjacent to and within 300 feet of the land herein described and conveyed except with the prior written consent of the owner or owners of any part of the land herein described and conveyed which is situated within 300 feet of the location upon which such explorations or drilling for or development, operation and production of oil, gas and other minerals is conducted.

(4) Grantor, its successors and assigns, retains rights of ingress and egress to the property herein conveyed for driveway crossing purposes, utilities and any other uses required for the development of the adjacent property as a residential subdivision area.

EXECUTED this 23 day of August, 1999.

RALPH E. FAIR, INC.

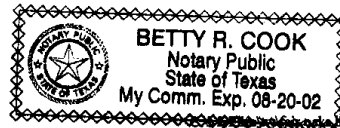
By: Robert J. Weiss, Jr.
Robert J. Weiss, Jr., President

(Corporate Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on the 23 day of August, 1999, by Robert J. Weiss, Jr., President of RALPH E. FAIR, INC., a Delaware corporation, on behalf of said corporation.

Betty R. Cook
Notary Public, State of Texas



RETURN TO:

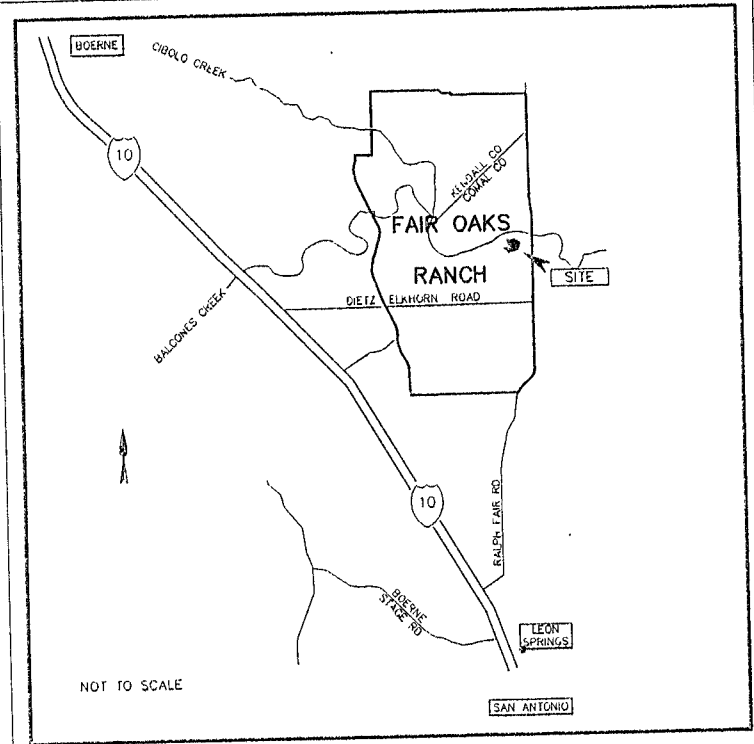
RICHARD E. BALETTA
1020 N.E. LOOP #10, SUITE 610
SAN ANTONIO, TEXAS 78209

2

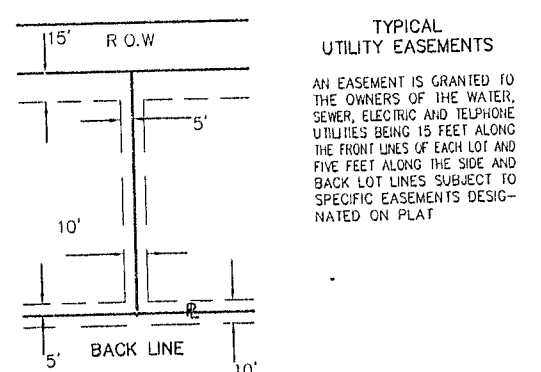
Doc# 9906022933
Pages 2
08/27/99 08:36:57 AM
Filed & Recorded in
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$11.00

Doc# 9906022933

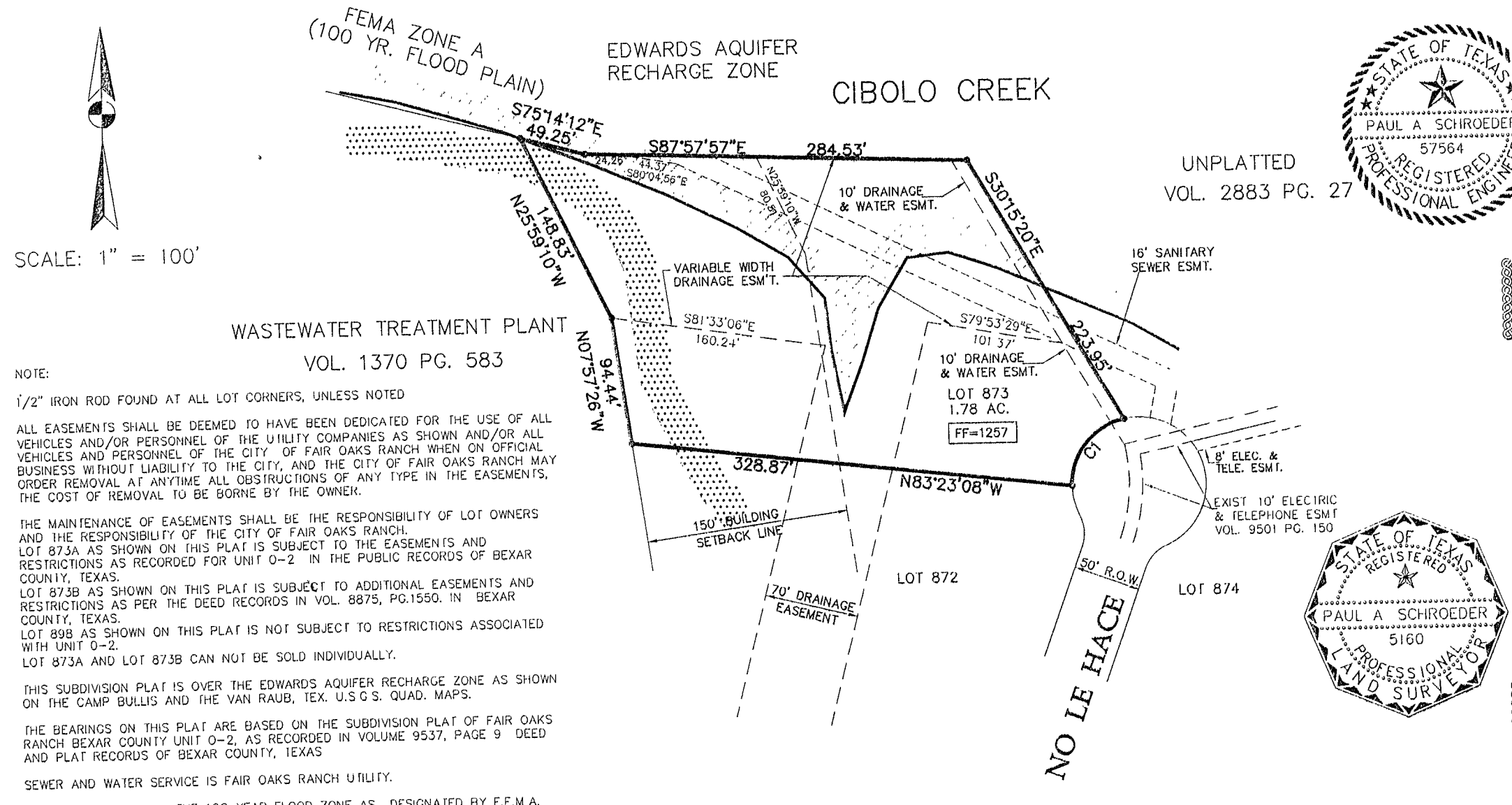
Book: 9552
Page: 61
Filed & Recorded
Date: 09/17/2001 09:42:34 AM
COUNTY CLERK
BEXAR COUNTY
RECORDING
RECORDS MANAGER
COURTHOUSE SEC'D



LOCATION MAP



THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DESIGNATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "SERVICE EASEMENT", "OVERHEAD EASEMENT", "UTILITY EASEMENT", "ANCHOR EASEMENT" AND "TRANSFORMER EASEMENT" FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REPAIRING, IMPROVING, ENLARGING AND ERECTING POLES, HANGING OR BURNING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSDUCERS, EACH WITH ITS NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE ANY OBSTRUCTIONS OF SAID WIRES OR APPURTENANCES THERE TO IF SUCH OBSTRUCTIONS INTERFERE OR MAY INTERFERE WITH THE EFFICIENCY OF SAID WIRES OR APPURTENANCES THERE TO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.



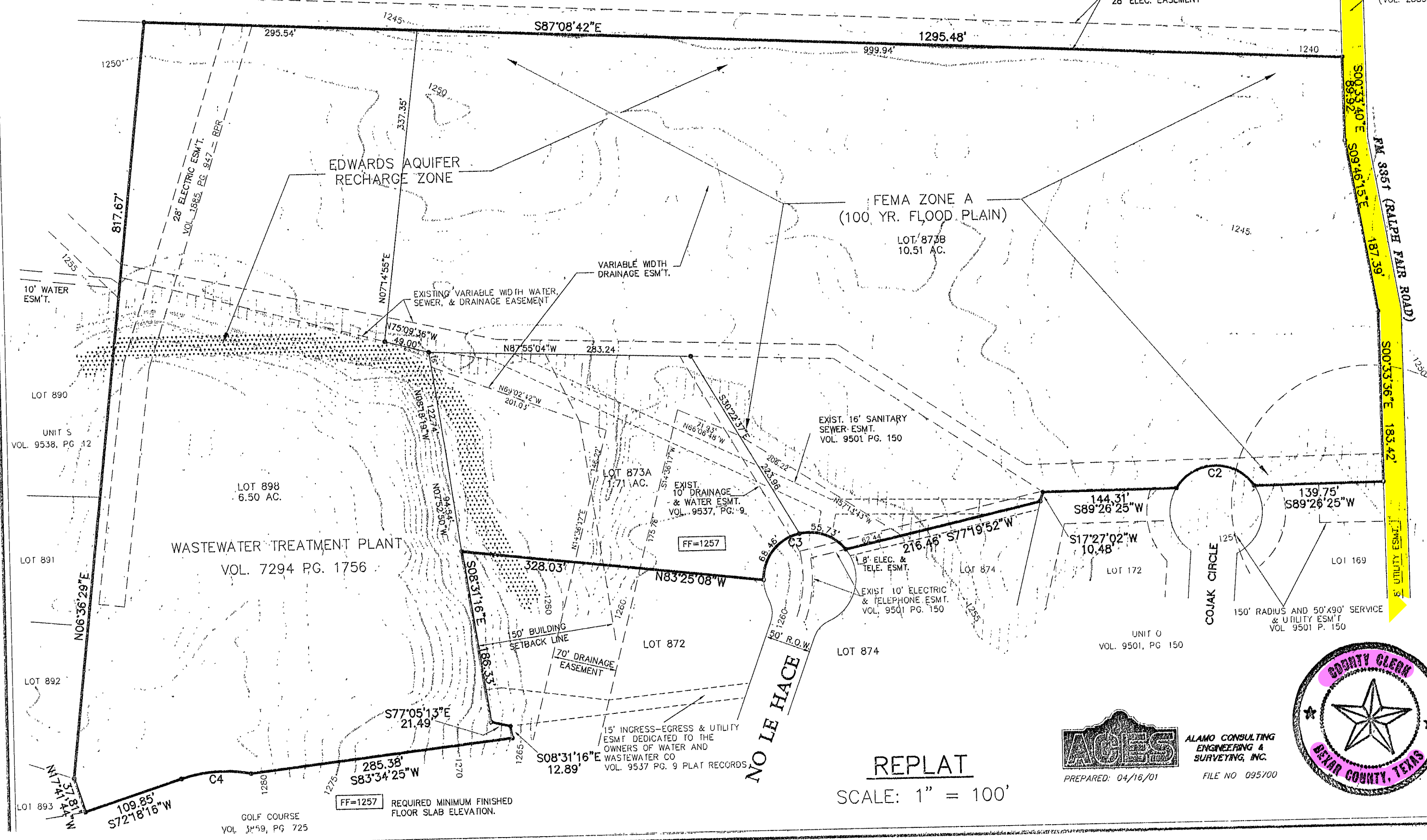
AREA BEING VACATED

SCALE: 1" = 100'

THE AREA BEING VACATED WAS PREVIOUSLY PLATTED AS FAIR OAKS RANCH BEXAR COUNTY UNIT 0-2 WHICH WAS RECORDED IN VOL. 9537, PG. 9, BEXAR COUNTY.

HOA 46.84 AC.
VOL. 6348 PG. 727 R.P.R.

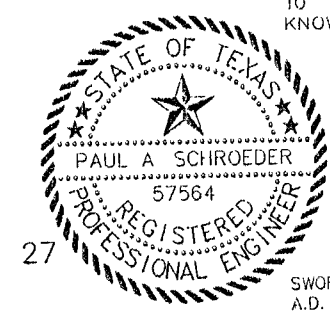
CURVE TABLE with columns: CURVE, RADIUS, LENGTH, TANGENT, DELTA, CURD, CRD BRG.



REPLAT

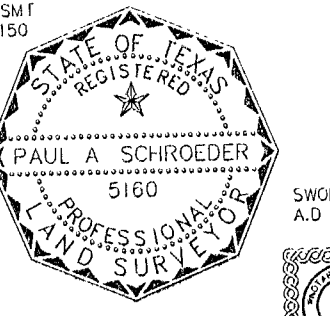
SCALE: 1" = 100'

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE.
Paul A. Schroeder
REGISTERED PROFESSIONAL ENGINEER #57564
PAUL A. SCHROEDER
140 HEIMER RD SUITE 617
SAN ANTONIO, TEXAS 78232
828-0691
SWORN TO AND SUBSCRIBED BEFORE ME THIS 19 DAY OF SEPTEMBER A.D. 2001.



LARRY W. DOLLE
Notary Public, State of Texas
My Comm. Expires May 6-2004

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.
Paul A. Schroeder
REGISTERED PROFESSIONAL LAND SURVEYOR #160
PAUL A. SCHROEDER
140 HEIMER RD SUITE 617
SAN ANTONIO, TEXAS 78232
828-0691
SWORN TO AND SUBSCRIBED BEFORE ME THIS 19 DAY OF SEPTEMBER A.D. 2001.



LARRY W. DOLLE
Notary Public, State of Texas
My Comm. Expires May 6-2004

VACATE AND SUBDIVISION PLAT
ESTABLISHING
LOT 873A, 873B AND LOT 898
FAIR OAKS RANCH
BEXAR COUNTY UNIT 0-2

BEING: 18.72 ACRES OUT OF THE MARIA DE LA LUZ CUERRA SURVEY NO. 172, COUNTY BLOCK 4708, CITY OF FAIR OAKS RANCH, BEXAR COUNTY, TEXAS.

THIS REPLAT AND SUBDIVISION PLAT ESTABLISHING FAIR OAKS RANCH UNIT 0-2 BEXAR COUNTY HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL DATED THIS 20 DAY OF September A.D. 2001
By: [Signature] Mayor
[Signature] Secretary

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERE TO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

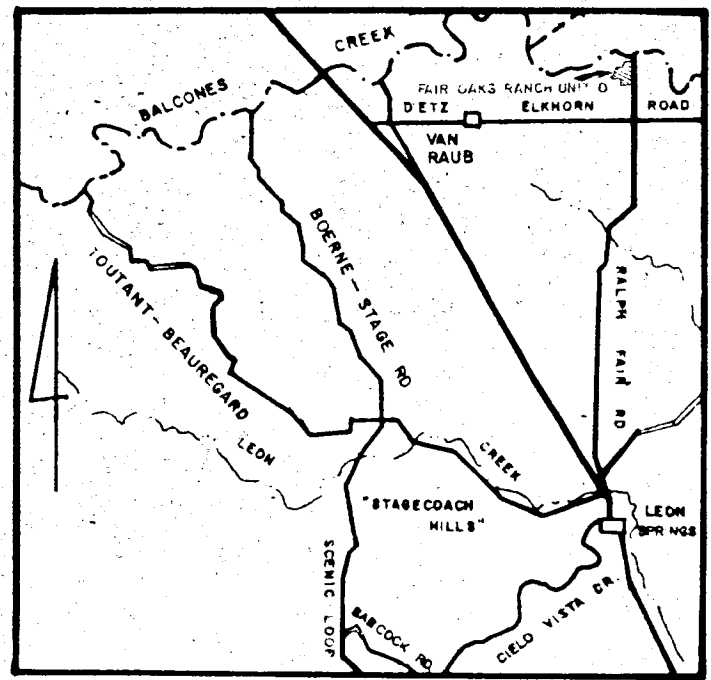
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF SEPTEMBER A.D. 2001
Larry W. Dolle
Notary Public, State of Texas
My Commission Expires MAY 06, 2004

STATE OF TEXAS
COUNTY OF BEXAR
I, [Signature] COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 14th DAY OF September A.D. 2001 AT 9:42 AM AND DULY RECORDED THE 14th DAY OF September A.D. 2001 AT 11:47 AM IN THE RECORDS OF Deeds & PLATS OF SAID COUNTY, IN BOOK VOLUME 9552 ON PAGE 81 IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 14th DAY OF September A.D. 2001



ALAMO CONSULTING ENGINEERING & SURVEYING, INC.
PREPARED: 04/16/01 FILE NO 095700

578105



VICINITY MAP

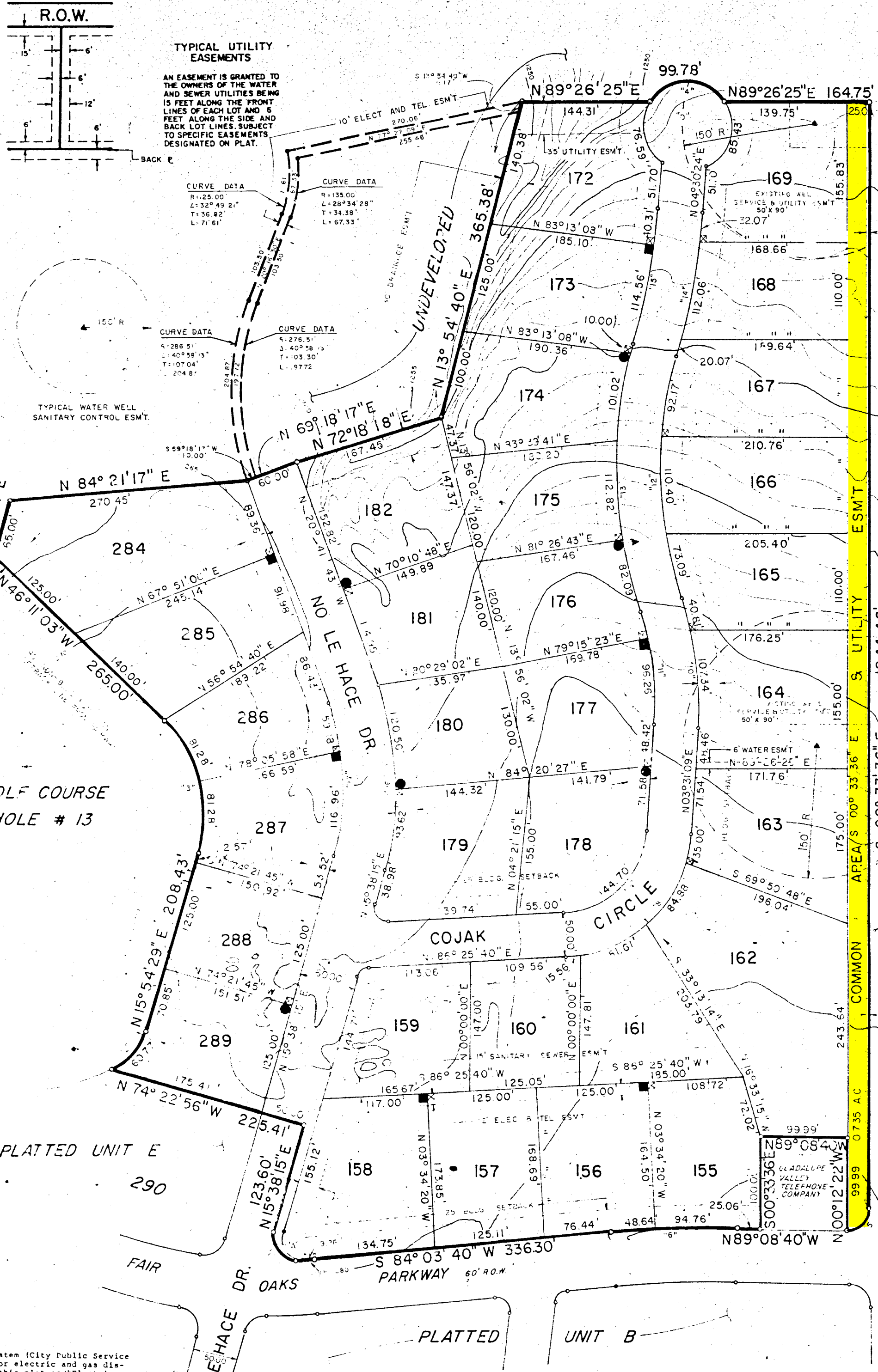
NO.	RAD.	DELTA	TANG.	LENG.
1	25.00'	109°13'50"	75.20'	97.60'
2	75.00'	46°25'40"	32.11'	80.72'
3	150.00'	62°05'32"	30.09'	162.56'
4	50.00'	114°20'40"	77.50'	99.78'
5	25.00'	91°24'56"	25.63'	39.89'
6	1209.20'	06°47'40"	71.75'	143.33'
7	524.31'	02°13'55"	10.21'	20.44'
8	150.00'	82°54'31"	132.49'	217.05'
9	100.00'	82°54'31"	88.33'	144.70'
10	368.93'	23°00'30"	75.09'	148.15'
11	318.93'	23°00'30"	64.91'	128.07'
12	455.49'	34°40'30"	142.20'	275.66'
13	505.49'	34°40'30"	157.81'	305.92'
14	880.93'	10°40'46"	82.34'	164.20'
15	830.93'	10°40'46"	77.66'	154.88'
16	337.75'	36°19'58"	110.85'	214.18'
17	277.75'	36°19'58"	91.14'	176.13'
A	25.00'	110°27'02"	36.00'	48.19'
B	15.00'	70°47'25"	10.66'	18.53'
C	15.00'	109°12'35"	21.11'	28.59'
D	50.00'	300°00'00"	28.87'	261.80'

NOTE
 IRON RODS SET AT ALL LOT CORNERS
 ● - 3'x3' ELEC. EASEMENT
 ■ - 7'x7' ELEC. EASEMENT
 □ - 3'x3' TELE. EASEMENT

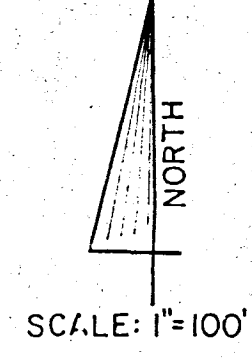
TYPICAL 7'x7' ELEC. EASEMENT
 LOT OWNER TO PROVIDE TWO
 1/2" GATES IF FENCE IS INSTALLED
 ON REAR PROPERTY LINE
 ALLEY, STREET OR ACCESS EASEMENT

The City of San Antonio as a part of its electric and gas system (City Public Service Board) is hereby dedicating the easements and rights-of-way for electric and gas distribution and service facilities in the areas designated on this plat as "Electric Easement", "Gas Easement", "Anchor Easement", "Service Easement", "Overhang Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits, pipelines or transformers, each with its necessary appurtenances; together with the right of ingress and egress over grantor's adjacent land, the right to relocate said facilities within said easement and right-of-way areas, and the right to remove from said lands all trees or parts thereof or other obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto. It is agreed and understood that no buildings, concrete slabs, or walls will be placed within said easement areas.

Any CPS monetary loss resulting from modifications required of CPS equipment, located within said easement, due to gradechanges or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.



C. A. Bolner & Associates, Inc.
 CONSULTING ENGINEERS



STATE OF TEXAS
 COUNTY OF BEXAR
 I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT; AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION.

C. A. Bolner
 REGISTERED PROFESSIONAL ENGINEER
 SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 11 DAY OF May
 A.D. 1983
 NOTARY PUBLIC
 STATE OF TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR
 THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

Robert J. Weiss, Jr.
 PRES. ROBERT J. WEISS, JR.

STATE OF TEXAS
 COUNTY OF BEXAR
 BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Robert J. Weiss, Jr. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28 DAY OF April
 A.D. 1983
Joanne R. Hillery
 NOTARY PUBLIC
 STATE OF TEXAS

SUBDIVISION PLAT
 OF
FAIR OAKS RANCH
 BEXAR COUNTY UNIT 0

BEING 20.077 ACRES OUT OF THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, COUNTY BLOCK 4708, BEXAR COUNTY, TEXAS.

11 May 83
Robert J. Weiss, Jr.
R. L. Tompkins 5-12-83

STATE OF TEXAS
 COUNTY OF BEXAR
 I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

Robert J. Weiss, Jr.
 REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 11 DAY OF May
 A.D. 1983
 NOTARY PUBLIC
 STATE OF TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR
 I, Robert J. Weiss, Jr. COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 11 DAY OF May
 A.D. 1983 AT 11:23 AM AND DULY RECORDED THE 12 DAY OF MAY
 A.D. 1983 IN THE RECORDS OF FAIR OAKS PLAT
 OF SAID COUNTY, IN BOOK VOLUME 9501 ON PAGE 150
 IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 12 DAY OF MAY A.D. 1983

VOL 9501 BY *James J. Tompkins* **150**

EXHIBIT A

County: Comal
 Highway: FM 3351
 Limits: At Cibolo Creek
 CCSJ No.: 3212-05-013
 RCSJ No.: 3212-05-017

December 2021
 Parcel P00060805.001
 Project ID: A00064127
 Page 1 of 4

Property Description for Parcel P00060805.001

Being a 0.0154 of an acre (669 square feet) parcel of land situated in the Maria de la Luz Guerra Survey Number 172, Abstract Number 173, Comal County, Texas and being out and part of the called Lot 1801 as shown on the plat of FAIR OAKS RANCH COMAL COUNTY UNIT 3 recorded April 3, 1997 in Volume 12, Page 101 of the Map and Plat Records of Comal County, Texas (M.P.R.C.C.T.) (Unit 3) also described in deed to Cibolo Creek Community Church of Fair Oaks Ranch, Inc. dated February 1, 2000 as recorded in Document Number 200006003772 of the Official Records of Comal County, Texas (O.R.C.C.T.) (existing parent tract acreage calculated as 8.9309 acres), being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found on the east right-of-way line of Saratoga Lane (a 50 foot wide right-of-way) as recorded in said plat, for the northwest corner of the called Lot 1802 of said plat described in deed to Austin Rentz executed September 24, 2018 as recorded in Document Number 201806038243 of the Official Public Records of Comal County, Texas and for the southwest corner of Lot 1819 as shown on the plat of FAIR OAKS RANCH COMAL COUNTY UNIT 4 recorded March 21, 1996 in Volume 11, Page 355 M.P.R.C.C.T.;

With said east right-of-way line of Saratoga Lane and a curve to the right, having a radius of 475.00 feet, a central angle of $17^{\circ}16'22''$, a chord which bears South $32^{\circ}31'49''$ West a distance of 142.65 feet and an arc distance of 143.20 feet to the northwest corner of said Lot 1801 and the southwest corner of said Lot 1802;

Departing said east right-of-way line of Saratoga Lane with the common line of said Lot 1801 and said Lot 1802, South $53^{\circ}06'37''$ East a distance of 98.51 feet to an angle point;

Continuing with said common line, South $86^{\circ}47'39''$ East a distance of 483.16 feet to a 1/2 inch iron rod with aluminum TXDOT ROW cap set at Station 277+60.47, 88.36 feet left of the Farm to Market 3351 (FM 3351) Baseline in the proposed west right-of-way line of FM 3351 (a variable width right-of-way) for the POINT OF BEGINNING (N: 13,821,474.56, E: 2,088,283.86) being the northwest corner of the herein described parcel of land;

1. THENCE, continuing with said common line, South $86^{\circ}47'39''$ East a distance of 3.32 feet to the west line of a Common Area shown on said Unit 3 plat for the southeast corner of said Lot 1802, also being the northeast corner of said Lot 1801 and the herein described parcel of land, from which a 1/2 inch iron rod found bears South $86^{\circ}47'39''$ East a distance of 0.70 feet;
2. THENCE, departing said common line with the common line of said Lot 1801 and said Common Area, South $00^{\circ}29'49''$ East a distance of 194.37 feet to a calculated point for an angle point of the herein described parcel of land;

EXHIBIT A

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 RCSJ No.: 3212-05-017

December 2021
 Parcel P00060805.001
 Project ID: A00064127
 Page 2 of 4

3. THENCE, continuing with the common line of said Lot 1801 and said Common Area, South $10^{\circ}48'42''$ West a distance of 16.76 feet to a 1/2 inch iron rod with aluminum TXDOT ROW cap set in said proposed west right-of-way line of FM 3351 for the south corner of the herein described parcel of land;
4. THENCE, departing said west line of the Common Area with said proposed west right-of-way line of FM 3351, over and across said Lot 1801, North $00^{\circ}30'17''$ West a distance of 211.02 feet to the POINT OF BEGINNING and containing 0.0154 of an acre (669 square feet) of land.

NOTE: All bearings shown herein are referenced to the Texas Coordinate System of 1983, South Central Zone (NAD83, 2011 Adjustment) based on TxDOT GPS VRS Network observations. All coordinates and distances are in U.S. Survey Feet displayed in surface values and may be converted to grid by applying the TxDOT combined scale factor for Bexar County of 1.00017. The project was surveyed on-the-ground in December 2021.

This property description was prepared in conjunction with a parcel plat of even date.

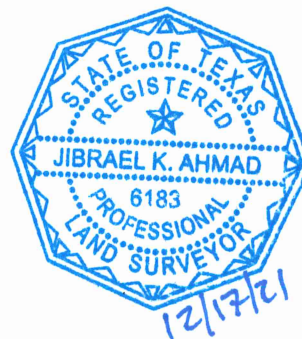
This survey was prepared without the benefit of a commitment for Title Insurance.

** The monument described and set may be replaced with a TxDOT Type II right-of-way marker upon completion of the construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access will be permitted to the remainder property abutting the highway facility.

I, Jibrael Ahmad, a Registered Professional Land Surveyor, do hereby certify that the property description hereon and the accompanying parcel plat of even date represent an actual on-the-ground survey made by me or under my supervision.

Jibrael K. Ahmad
 Registered Professional Land Surveyor
 Texas Registration Number 6183



Prepared by: Jones | Carter
 4350 Lockhill-Selma Road, Suite 100
 San Antonio, TX 78249
 210.494.5511
 TBPELS Firm Registration Number 10046105

LEGEND:

- ① PARCEL NUMBER FOR R.O.W. ACQUISITION
- ▭ FOUND TxDOT TYPE I MONUMENT, CONCRETE POST
- ⊠ FOUND TxDOT TYPE II MONUMENT, DISC IN CONCRETE
- ⊙ FOUND IRON ROD WITH CAP (1/2" UNLESS NOTED)
- FOUND IRON ROD (1/2" UNLESS NOTED)
- ⊙ FOUND IRON PIPE (1/2" UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- ⊗ MAGNAIL WITH SHINER
- 1/2" IRON ROD SET W/ TxDOT ALUMINUM CAP
- ◇ UNABLE TO SET AT THIS TIME, ACCESS DENIED
- PROPOSED R.O.W.
- EXISTING R.O.W.
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- D.R.C.C.T. DEED RECORDS COMAL COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS COMAL COUNTY, TEXAS
- M.P.R.C.C.T. MAP AND PLAT RECORDS COMAL COUNTY, TEXAS
- O.R.C.C.T. OFFICIAL RECORDS COMAL COUNTY, TEXAS



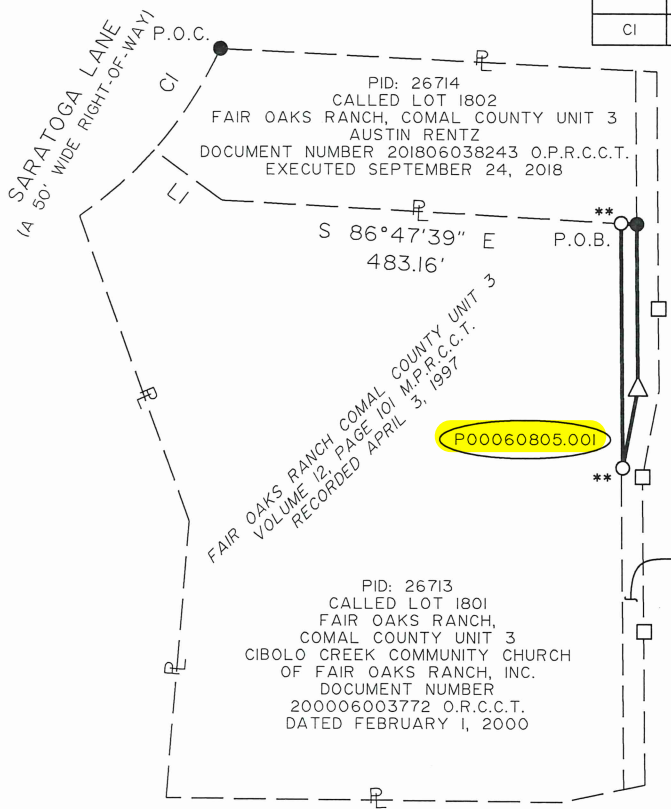
NOT TO SCALE

CURVE TABLE

CURVE	DELTA	RT/LT	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
CI	17°16'22"	RT	475.00'	143.20'	S 32°31'49" W	142.65'

LINE TABLE

LINE	BEARING	DISTANCE
LI	S 53°06'37" E	98.51'



FARM TO MARKET 3351
(RALPH FAIR ROAD)
(A VARIABLE WIDTH R.O.W.)

MARIA DE LA LUZ GUERRA
SURVEY NUMBER 172
ABSTRACT NUMBER 173

CALLLED 25' COMMON AREA
FAIR OAKS RANCH HOMEOWNERS ASSOCIATION, INC.
DOCUMENT NO. 9906022933 O.R.C.C.T.
EXECUTED AUGUST 23, 1999

NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD83, 2011 ADJUSTMENT).
2. ALL COORDINATES AND DISTANCES ARE IN US SURVEY FEET DISPLAYED IN SURFACE VALUES WITH THE TxDOT SURFACE ADJUSTMENT FACTOR OF 1.00017.
3. BEARINGS ARE REFERENCED TO THE TxDOT VRS NETWORK.
4. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
5. FIELD SURVEYING WAS PERFORMED IN DECEMBER 2021.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE.

DATE	BY	REVISIONS
EXISTING ACREAGE (CALCULATED)	TAKING AREA (ACRES / SQ. FT.)	REMAINING ACRES
8.9282	0.0154 / 669	8.9128

J|C JONES | CARTER
4350 Lockhill Selma Road, Suite 100 • San Antonio, Texas 78249 • 210.494.5511
Texas Board of Professional Engineers and Land Surveyors Registration No. 10046105

POZNECKI INC. CAMARILLO
(210) 349-3273 5835 CALLAGHAN RD, SUITE 200 TBPE REG. NO. F-483
(210) 349-4395 (FAX) SAN ANTONIO, TEXAS, 78228 http://www.pozcom.com/

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PARCEL PLAT SHOWING
PARCEL P00060805.001
FARM TO MARKET 3351
COMAL COUNTY, TEXAS
C.C.S.J. No.: 3212-05-011 R.C.S.J. No.: 3212-05-017

DATE: DECEMBER 2021	PAGE 3 OF 4	NOT TO SCALE
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I HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION.

J. Ahmad
JIBRAEL K. AHMAD, R.P.L.S. NO. 6183



A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) FOR VOLUNTARY UTILITY RELOCATION AND STANDARD UTILITY AGREEMENT (SUA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE RELOCATION OF WATER LINES NEAR THE FM3351 CIBOLO CREEK BRIDGE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPLICABLE DOCUMENTS.

WHEREAS, the City of Fair Oaks Ranch (the “City”) and the Texas Department of Transportation (the “TxDOT”) have deemed it necessary to make certain highway improvements to FM3351 at Cibolo Creek (the “Project”); and,

WHEREAS, this section of highway improvements will necessitate the relocation and adjustment of utilities within the Project limits; and,

WHEREAS, the City possesses utility infrastructure that is affected by the above-mentioned highway improvements, of which a portion is located within TxDOT right of way and a portion was located within utility easements prior to acquisition by TxDOT; and,

WHEREAS, the total estimated utility relocation cost, inclusive of engineering design, construction, inspection, and oversight, is \$614,370.70; and,

WHEREAS, the City is eligible for reimbursement for costs associated with relocation of the portion that was located within utility easements; and,

WHEREAS, the City and TxDOT have agreed to an eligibility ratio for reimbursement of 60.95%, and the City’s cost-share to be 39.05%, of total relocation related cost; and,

WHEREAS, the City is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

WHEREAS, the City and TxDOT agree that it is more economical and efficient for such relocation to be effected by inclusion in TxDOT’s highway construction contract; and,

WHEREAS, the Governing Body of the City of Fair Oaks Ranch desires to reaffirm its support of the Project and authorize the execution of an AFA and SUA with TxDOT.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS THAT:

- Section 1.** The City Council hereby reaffirms its support of the Project and authorizes the execution of the AFA and SUA with TxDOT, and the expenditure of the required funds.
- Section 2.** The City Council hereby authorizes the City Manager to execute all applicable documents to effectuate this resolution and to expend required funds.
- Section 3.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 4. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

Section 5. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and that public notice of the time, place and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required Chapter 551, Texas Government Code, as amended.

Section 8. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on the 19th day of October 2023.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

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



**CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
October 19, 2023**

AGENDA TOPIC: Consideration and possible action approving the first reading of an ordinance amending the Fiscal Year 2023-24 budget.
DATE: October 19, 2023
DEPARTMENT: Finance
PRESENTED BY: Summer Fleming, Interim Director of Finance

INTRODUCTION/BACKGROUND:

The purpose of this agenda item is to bring forward for consideration and possible action an ordinance amending the Fiscal Year 2023-24 Budget. This represents the first reading of the proposed ordinance adopting the budget amendment.

City staff is presenting a resolution for consideration approving the execution of an Advanced Funding Agreement for Voluntary Utility Relocation and Standard Utility Agreement with TxDOT for the relocation of water lines near the FM 3351 Cibolo Creek Bridge. If these agreements are approved by City Council, the City would need to have budgeted an amount equal to the City’s cost share of \$239,911.76.

The Water Capital and Strategic Project Fund has projected unallocated fund balance of \$380,778 that is available to fund this project.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This budget amendment would provide funding for the approved Advanced Funding Agreement with TxDOT for the relocation of water lines near the FM 3351 Cibolo Creek Bridge.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

This ordinance will reduce the Unallocated Fund Balance in the Water Capital and Strategic Project Fund by \$239,912 as shown in **Exhibit A**.

LEGAL ANALYSIS:

Ordinance approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the ordinance amending the FY 2023-24 Budget.

AN ORDINANCE

AMENDING THE BUDGET OF THE CITY OF FAIR OAKS RANCH, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024

WHEREAS, the budget for the City of Fair Oaks Ranch, Texas for FY 2023-24 has heretofore been approved as provided by law and filed with the City Secretary under Ordinance 2023-09; and,

WHEREAS, per above said Ordinance 2023-09, the City Manager may move amounts within the same fund but budget amendments between funds must be approved by City Council by ordinance; and,

WHEREAS, pursuant to Texas LGC §102.010, budget amendments shall be passed and approved by City Council; and,

WHEREAS, staff recommends making the attached budget amendments as shown in **Exhibit A**; and,

WHEREAS, the City Council finds the budget amendments as detailed in the attachment are warranted in conjunction with the Cibolo Creek Bridge waterline relocation project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

PART 1. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

PART 2. That the City Secretary is hereby directed to file this ordinance as an Amendment to the original budget and the Finance Director is hereby directed to amend the original budget with the amendments listed in the attached **Exhibit A**.

PART 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

PART 4. That it is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

PART 5. This ordinance shall take effect following a second reading on November 16, 2023, and after passage, adoption and publication as may be required by governing law.

PART 6. The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Fair Oaks

Ranch under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

PART 7. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on the 19th day of October 2023.

PASSED, APPROVED AND ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 16th day of November 2023.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

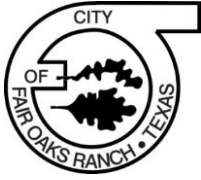
Denton Navarro Rocha Bernal & Zech, P.C.,
City Attorney

EXHIBIT A
PROPOSED BUDGET AMENDMENTS
CITY OF FAIR OAKS RANCH
FISCAL YEAR 10/1/2023 - 9/30/2024

Proposed Increases to Budgeted Expenditures				
<u>Dep't</u>	<u>Acct #</u>	<u>Acct Name</u>	<u>Item</u>	<u>Amount</u>
Water Utility	22-504-111	Cibolo Creek Bridge Waterline Relocation	Relocate waterline for TXDot bridge project	\$ 239,912
Total Proposed Expenditure Increases				\$ 239,912

Proposed Decreases to Budgeted Expenditures			
<u>Acct #</u>	<u>Acct Name</u>	<u>Reason for Budget Surplus</u>	<u>Amount</u>
Total Proposed Revenue Increases/Expenditure Decreases			\$ -

Transfers Required Between Funds			
<u>Acct #</u>	<u>Acct Name</u>	<u>Item</u>	<u>Amount</u>
Total Net Transfers between Funds			\$ -



**CITY COUNCIL WORKSHOP
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Tree Mitigation Fund Workshop
DATE: October 19, 2023
DEPARTMENT: Public Works & Engineering Services
PRESENTED BY: Kelsey Delgado, Environmental Program Manager

INTRODUCTION/BACKGROUND:

On September 21, 2023, City Council approved and adopted an ordinance amending the City of Fair Oaks Ranch Code of Ordinances Appendix A “Fee Schedule,” Article A8.000 “Subdivision/Land Development Regulation Fees” which established a fee-in-lieu of mitigation for the removal of heritage and protected trees on development sites. The purpose of this workshop is to present potential options on what the funds received from the fee-in-lieu could be used for. Options include, but are not limited to, financial assistance for oak wilt mitigation (removal or treatment), tree and landscape planting and maintenance, brush removal, Arbor Day events such as tree giveaways, acquiring conservation easements, drainage and erosion control improvements, other capital improvement projects, or other purposes as desired by Council.

There is no law or regulation requiring such collections be used for tree preservation purposes; however, most cities with a fee-in-lieu of mitigation choose to do so. A review of how other cities use such fees will be covered as part of the workshop presentation.

Although no action is requested as part of this workshop, staff is seeking guidance on how the Council would like the fees collected to be used. Based on guidance, staff may bring back a draft policy or ordinance for future consideration.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- The development of a fee in-lieu fund policy will provide means to protect and preserve existing trees, remediate oak wilt, reforest, and/or beautify the city.
- Funds may be used for city events or projects to improve the quality of life and support the Hill Country aesthetic of Fair Oaks Ranch.
- Meets Strategic Action Plan 2.5.6 – Develop and implement tree preservation and oak wilt assessment programs.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Funds received from development/redevelopment projects may be restricted for specific purposes, as determined by City Council. Such funds would be subject to appropriation during the normal budget process or by budget amendment.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

No action required as staff is seeking guidance on how the collected fees should be used.

Tree Mitigation Fund Workshop

Kelsey Delgado, Environmental Program Manager

October 19, 2023

Fee-In-Lieu of Replacement Trees

- City Council approved an updated Subdivision/Land Development Regulation Fees which includes a Fee-In-Lieu of Replacement Trees.
- Fee-In-Lieu allows developers to mitigate Protected and Heritage Trees by payment of a fee.
- Funds may be used for a specific purpose or goal.

FEE-IN-LIEU SCHEDULE	
Tree Type	Per Circumference Inch
Heritage (24" and larger diameter)	\$200
Protected (9-24" diameter)	\$100



City of Boerne Tree Restoration Fund



Funds the Oak Wilt Incentive Program

- Offers financial assistance to Boerne residents for removal and/or treatment of oak trees
- 2 incentives (up to \$1,500 each, combined up to \$3,000 annually)
 - Removal
 - Treatment
- Assistance in the form of reimbursement

Other Tree and Environmental Related Activities include but not limited to:

- Storm Damage
- Tree Removal / Planting
- Landscape Restoration
- Riparian Habitat Improvement
- Stream Bank Restoration
- Protection and Restoration of environmentally sensitive areas



City of Helotes

Tree Mitigation and Restoration Fund

- Funds Oak Wilt Mitigation Program
 - Properties may receive a one-time reimbursement of half the total cost (up to \$500) for removal, trenching, or therapeutic treatment and/or for planting new trees that are not susceptible to oak wilt

City of West University Place West University Tree Trust



- Funds tree planting for residents
 - Residents may apply for a tree to be planted in the public realm adjacent to their property (Street ROW or Front/Corner side building setback)
 - Trees given are 30-gallon containers. Each tree is planted, staked, mulched, and fertilized by the city. After planting, the maintenance is the responsibility of the applicant.

City of Denton Tree Mitigation Fund

- Funds used for 3 separate purposes:
 - Tree Preservation
 - Planting trees within the parks and medians throughout the City. Primarily in areas that benefit the community.
 - Tree Rebates
 - Rebate for purchasing a qualifying tree to be planted by the property owner
 - Tree Initiative Programs
 - Various programs for private tree planting and tree giveaways

Possible Options

Option 1 Oak Wilt Program

Use funds for establishing an oak wilt program:

- Offer financial reimbursement for treatment and/or removal
- caps at \$500-\$1000 per property annually

Option 2 Tree/Landscaping

Use funds for landscaping and tree planting:

- Landscaping and planting for Fair Oaks Parkway, the City Campus, and other Public land
- Host Free Tree giveaways

Option 3 Tree Preservation

Use funds for multiple tree/landscaping functions:

- Oak Wilt
- Landscaping
- Tree Planting
- Tree Giveaways

Option 4 Multiple Uses

Funds to be used at the discretion of City Council and/or City Manager for multiple uses:

- Options 1,2, 3
- Drainage Improvements
- Conservation Easements
- Other City projects or events
- etc.

Staff Recommendation Option 4: Multiple Uses

- Oak Wilt Program
 - Financial assistance for treatment and removal
 - Set maximum per property annually
 - In the form of reimbursement
- Landscaping, planting, and maintenance
- Host Free Tree / Plant Giveaways or other city events
- City Projects including but not limited to capital improvements, drainage and erosion control improvements, or storm clean-up



Questions?