

CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, June 01, 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. Presentation of a 25-Year Service Award to Carole Vanzant, Assistant City Manager - Community Services.

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications

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 May 12, 2023 Special City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

6. Approval of the May 18, 2023 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

7. Approval of a Final Plat request from Green Land Ventures Ltd., for Stone Creek Ranch Unit 2C, a 65.894-acre tract zoned Existing Residential 2 (R2), proposing 53 single-family residential lots, generally located north-west of the intersection of Rolling Acres Trail and Ammann Road, City of Fair Oaks Ranch, Texas.

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

8. Approval of Council Member Bliss's absence from the May 18, 2023, Regular City Council meetings.

Michelle Bliss, Council Member Place 3

- [9.](#) Approval of a Resolution authorizing the City Manager to sign an updated Regional Mutual Aid Agreement between the City of Fair Oaks Ranch, Texas and local government entities and local organizations within the geographic areas covered by the Alamo Area Council of Governments for emergency assistance during emergency events.

Julio Colunga, Assistant Director of Public Works

CONSIDERATION/DISCUSSION ITEMS

- [10.](#) Consideration and possible action approving a structure for wastewater service rates and fees.

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

- [11.](#) Consideration and possible action establishing the City's co-sponsorship of a 4th of July Parade with the Fair Oaks Ranch Homeowners' Association; and approving a resolution declaring the parade a public purpose, authorizing street closures for the event, and authorizing the City Manager to execute a Memorandum of Understanding with FORHA.

Gregory C. Maxton, Mayor

- [12.](#) Consideration and possible action terminating the declaration of local disaster and providing for an effective date.

Gregory C. Maxton, Mayor

WORKSHOP

- [13.](#) Strategic Communications Plan Update.

Casey Parker, Multimedia Communications Officer
Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications

REQUESTS AND ANNOUNCEMENTS

14. Announcements and reports by Mayor and Council Members.
15. Announcements by the City Manager.
16. 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:

17. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.

18. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.
19. 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)

20. 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.

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

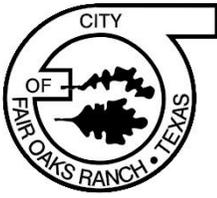
Signature of Agenda Approval: s/Gregory C. Maxton

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, May 29, 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 SPECIAL MEETING

Friday, May 12, 2023 at 10:00 AM

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 Gregory Maxton and Council Members: Bliss, Koerner, Parker, and Muenchow

Council Absent: Council Members: Elizondo and Stroup

With a quorum present, the meeting was called to order at 10:00 AM.

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

CITIZENS and GUEST FORUM

3. Citizens to be heard – None.

CANVASS OF GENERAL ELECTION

4. Consideration and possible action approving a Resolution canvassing the results of the General Election held on May 6, 2023.

MOTION: Made by Council Member Parker, seconded by Council Member Koerner, to approve the Resolution canvassing the election returns and declaring the results of the General Election held on May 6, 2023.

VOTE: 5-0; Motion Passed.

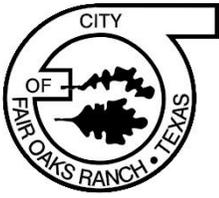
ADJOURNMENT

Mayor Maxton adjourned the meeting at 10:05 AM.

ATTEST:

 Gregory C. Maxton, Mayor

 Christina Picioccio, TRMC, City Secretary



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

Thursday, May 18, 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: Rhoden, Koerner, Parker, and Muenchow

Council Absent: Council Members: Stroup and Bliss

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.

Resident, Nolan Kuehn, encouraged Council to introduce a useable bicycle trail in the City.

PRESENTATIONS

4. Swearing in of elected officials: Keith Rhoden, Council Member Place 2; Chesley Muenchow, Council Member Place 6.

Gregory C. Maxton, Mayor, swore in elected officials: Keith Rhoden, Council Member Place 2; and Chesley Muenchow, Council Member Place 6.

5. Recognition of the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the FY 2022 budget.

Gregory C. Maxton, Mayor, recognized the City of Fair Oaks Ranch's Finance Department for its achievement of the Distinguished Budget Presentation Award for the FY 2022 budget from the Government Finance Officers Association.

6. Police Week and Peace Officers Memorial Day Proclamation.

Gregory C. Maxton, Mayor, presented a Proclamation for Police Week, May 14 - May 20, 2023, and Peace Officers Memorial Day, May 15, 2023.

7. Public Works Week Proclamation.

Gregory C. Maxton, Mayor, presented a Proclamation for Public Works Week, May 21- 27, 2023.

CONSENT AGENDA

- 8. **Approval of the May 4, 2023, Regular City Council meeting minutes.**
- 9. **Approval of the second reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 13 "Utilities", Article 13.03 "Water and Sewer System", Division 3, Part II "Drought Contingency Plan" to include updated definitions, initiation and termination criteria and creating an appeal process; and amending Appendix A Fee Schedule Article A9 (v) "Water Charges – Drought Surcharge Rates".**
- 10. **Approval of the second reading of an ordinance establishing stop signs on streets within the Setterfeld Estates Subdivision.**
- 11. **Approval of Mayor Maxton’s absence from the May 4, 2023, Regular City Council meeting.**
- 12. **Approval of Council Member Elizondo’s absence from the May 4, 2023, Regular City Council meeting.**
- 13. **Approval of Council Member Stroup’s absence from the May 18, 2023, Regular City Council meeting.**
- 14. **Approval of Council Member Rhoden’s absence from the June 1, 2023, and June 15, 2023, Regular City Council meetings.**

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

VOTE: 5-0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

Mayor Maxton moved Item 17 out of order.

- 17. **Consideration and possible action establishing the City's co-sponsorship of a 4th of July Parade with the Fair Oaks Ranch Homeowners’ Association; and approving a resolution declaring the parade a public purpose, authorizing street closures for the event, and authorizing the City Manager to execute a Memorandum of Understanding with FORHA.**

Mayor Maxton expressed his interest in seeing a MOU included with the resolution that includes a golf cart parade. Council Member Muenchow also asked that a representative of FORHA be present at the meeting to answer questions.

MOTION: Made by Mayor Maxton, seconded by Council Member Koerner, that the consideration and possible action establishing the City's co-sponsorship of a 4th of July Parade with the Fair Oaks Ranch Homeowners’ Association; and approving a resolution declaring the parade a public purpose, authorizing street closures for the event, and authorizing the City Manager to execute a Memorandum of Understanding with FORHA be postponed until the next council meeting.

VOTE: 5-0; Motion Passed.

15. Consideration and possible action electing a Council Member to serve as Mayor Pro Tem at the first regular City Council meeting following each regular city election.

MOTION: Made by Mayor Maxton, seconded by Council Member Rhoden, to elect Laura Koerner, as Mayor Pro Tem.

VOTE: 5-0; Motion Passed.

16. Consideration and possible action authorizing the City Manager to execute a construction agreement for Enchanted Park cul-de-sac reconstruction.

MOTION: Made by Council Member Koerner, seconded by Council Member Muenchow, to authorize the City Manager to sign a Construction Agreement with Bueno Pro Services, LLC. for \$51,017.57 with a 5% contingency in the amount of \$2,550.88, for a total value not to exceed \$53,568.45.

VOTE: 5-0; Motion Passed.

18. Consideration and possible action regarding requirements or expenditures associated with the Local Disaster.

Gregory C. Maxton, Mayor, announced that the bulk tree limb pickup is complete.

Carole Vanzant, Assistant City Manager, Community Services, informed all that a total of 43,000 cubic yards of brush and tree limbs were picked up as a result of Winter Storm Mara. There was a total of 2,315 piles. The total cost of the project was \$430,496 and was paid from the general emergency reserve fund. The official date of completion was May 5, 2023. She went on to tell everyone that the Texas Division of Emergency Management (TDEM) accepted the City’s request for reimbursement and the City will now work over the next few weeks to upload the required submittals to the online portal.

WORKSHOP

19. Wastewater and Emergency Response/Disaster Recovery Town Hall Recap.

Gregory C. Maxton, Mayor, led a workshop discussing the recent town hall meeting. Mayor Maxton informed everyone that there were 69 residents in attendance and expressed hope that more residents will attend in the future to provide important feedback. Attendees’ responses indicate that they believe the town hall meetings are valuable, especially the breakout tables since many were not comfortable speaking in front of other attendees. The other suggestion was that the next topic be the Street Maintenance Program. Council Member Koerner made a recommendation to change the format to be less formal, maintain less than a quorum of Council in attendance, and not classify them as council meetings.

REPORTS FROM STAFF AND COMMITTEES

20. Christina Picioccio, City Secretary, provided a report to Council regarding the upcoming process to appoint board and commission members for terms beginning October 1, 2023.

21. Bobbe Barnes, Planning & Zoning Commission Chairperson, provided to Council a report regarding the prioritized topics and proposed work schedule for amendments to the City’s Unified Development Code.

REQUESTS AND ANNOUNCEMENTS

22. Announcements and reports by Mayor and Council Members.

Mayor Maxton announced that the City of Fair Oaks Ranch has been named the 4th safest City in Texas.

Council Member Koerner welcomed new Council Member, Keith Rhoden, to Council.

23. Announcements by the City Manager.

None.

24. Requests by Mayor and Council Members that items be placed on a future City Council agenda.

None.

CONVENE INTO EXECUTIVE SESSION

City Council did not convene into Executive Session 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:

- 25. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
- 26. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.

Sec. 551.072 (Deliberation regarding real property)

- 27. 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.

RECONVENE INTO OPEN SESSION

N/A

ADJOURNMENT

Mayor Maxton adjourned the meeting at 7:38 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSENT AGENDA ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 1, 2023

AGENDA TOPIC: Approval of a Final Plat request from Green Land Ventures Ltd., for Stone Creek Ranch Unit 2C, a 65.894-acre tract zoned Existing Residential 2 (R2), proposing 53 single-family residential lots, generally located north-west of the intersection of Rolling Acres Trail and Ammann Road, City of Fair Oaks Ranch, Texas

MEETING DATE: June 1, 2023

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Consent Agenda - Grant Watanabe, P.E., Director of Public Works & Engineering Services

SUMMARY:

As part of the Stone Creek Ranch development, the purpose of this Final Plat for Unit 2C is to create 53 residential lots, one drainage reserve, and one private street which would be a continuation of Ranch Heights. The lots are approximately one acre in size. The subdivision is generally located north-west of the intersection of Rolling Acres Trail and Ammann Road (see Exhibit C: Aerial View). Street access to the subdivision will be provided from Ranch Heights.

BACKGROUND:

The Preliminary Plat was approved in March 2022. The tree mitigation plan (Tree Plan) was approved prior to the approval of the Preliminary Plat. The Construction Plans for Public Improvements were approved in March 2023.

Unit 2C is one of two remaining units that has not been platted as part of the existing Stone Creek Ranch Development. As per the applicant, Unit 1 (including subsequent amending plats), 1A, and Unit 2A have been recorded. The subject parcel area is zoned Existing Residential 2 (R2).

There is an existing water service agreement between the City and Green Land Ventures dated 2008 that restricted the number of units in the development to 238 living unit equivalents (LUEs). Since there are 58 LUEs remaining, Unit 2C will not exceed the total LUEs allowed.

Existing Residential zone was assigned to areas that were covered under a development agreement or were subject to deed restrictions. As per the applicant, there was no development agreement or master plan approved for this tract that is included in this plat prior to the adoption of the zoning regulations. The applicant provided a copy of the deed restrictions which does not include the subject tract being platted.

The open space provided in the overall Stone Creek Ranch exceeds the minimum requirements of the applicable old subdivision regulations.

A Master Plan of the entire Stone Creek Ranch development provided by the applicant is included as Exhibit B. Exhibit C shows an aerial view of the proposed subdivision, Stone Creek Ranch Unit

2C. The street providing access to this subdivision is constructed and has been accepted by the City.

The Final Plat review is based on the requirements of the Subdivision Regulations contained in Chapter 10 of the Code of Ordinances, which was in effect at the time of the approval of the service agreement. The applicant has reduced the number of residential lots from the Preliminary Plat approval from 54 to 53 as one residential lot was changed into a drainage reserve. This change was made as part of the normal public improvement construction plan review process, after the Preliminary Plat approval.

Staff reviewed the Final Plat and relayed review comments to the applicant. The applicant has addressed all comments except the conditions listed below. The Final Plat was presented and considered at the May 11, 2023, P&Z Commission meeting. With the following conditions they unanimously recommended approval of the Final Plat:

1. If the drainage easement on the north-east of the subject parcel is a part of the plat area, correct the easement boundary line type (use solid line) to match the rest of the property line.
2. Amend the plat "General Notes" item 7 (see attachment 4) as follows:
 - a. The maintenance of all private streets, drainage easements or reserves, and easements of any nature within this subdivision shall be the responsibility of the property owners or the property owners' association, or its successors or assignees and not the City of Fair Oaks Ranch or Kendall County.
3. If required, add a signature block for the lien holder that is indicated in the report.

Staff recommends approval of the final plat with conditions as noted above. City staff will ensure all applicable conditions will be met prior to plat signing and recordation.

POLICY ANALYSIS:

The City of Fair Oaks Ranch's current process requires the Planning and Zoning Commission to consider the Final Plat application and make a recommendation to the City Council. The City Council has the final authority to act on the plat.

LEGAL ANALYSIS:

Sec. 212.009 (b-2) of the Texas Local Government Code sets the following guidelines for approval of a plat.

Sec. 212.009. APPROVAL PROCEDURE: INITIAL APPROVAL.

(a) The municipal authority responsible for approving plats shall approve, approve with conditions, or disapprove a plan or plat within 30 days after the date the plan or plat is filed. A plan or plat is approved by the municipal authority unless it is disapproved within that period and in accordance with Section 212.0091.

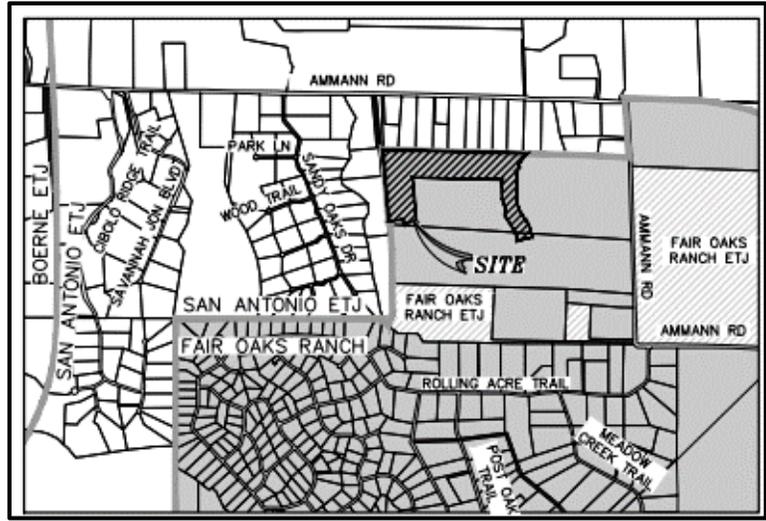
(b) If an ordinance requires that a plan or plat be approved by the governing body of the municipality in addition to the planning commission, the governing body shall approve, approve with conditions, or disapprove the plan or plat within 30 days after the date the plan or plat is approved by the planning commission or is approved by the inaction of the commission. A plan or plat is approved by the governing body unless it is disapproved within that period and in accordance with Section 212.0091.

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda – I move to approve the Final Plat with the following applicable conditions being met prior to signing and recordation of the plat:

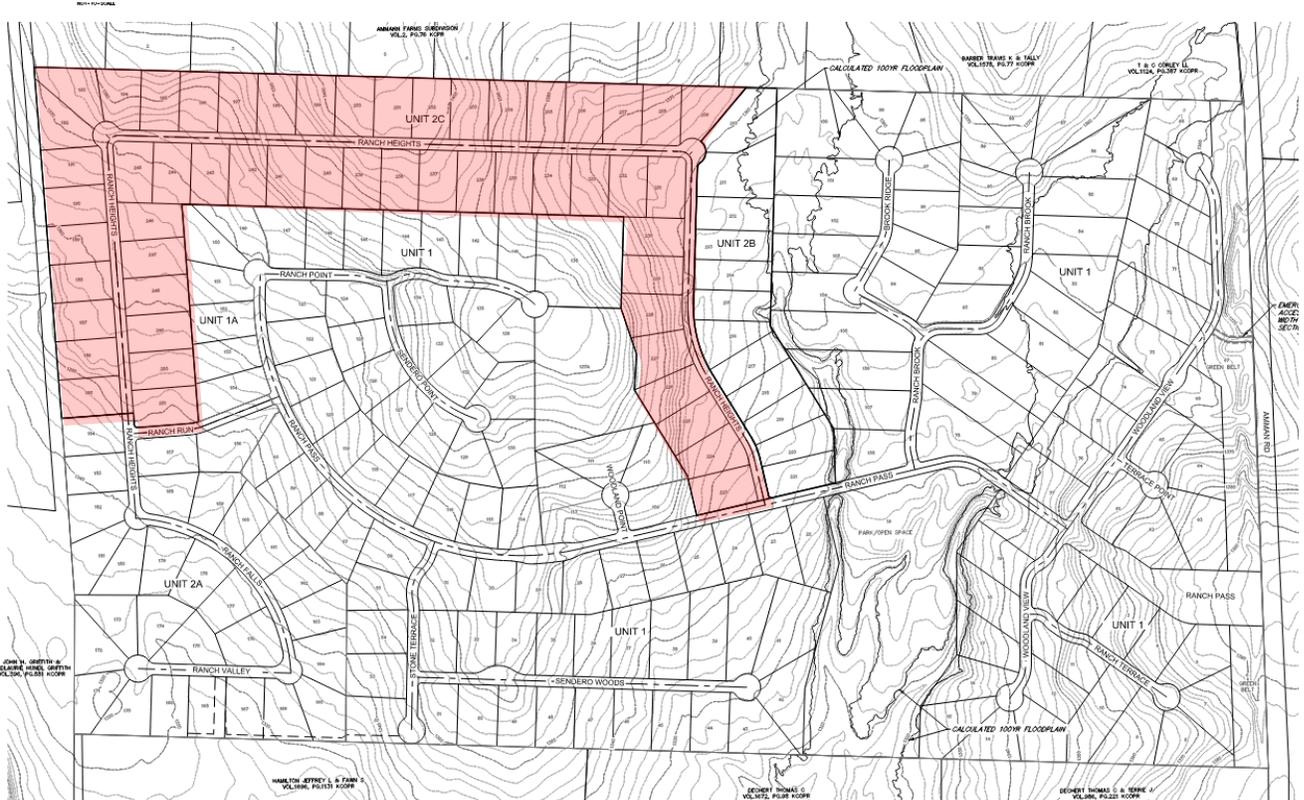
1. If the drainage easement on the north-east of the subject parcel is a part of the plat area, correct the easement boundary line type (use solid line) to match the rest of the property line.
2. Amend the plat “General Notes” item 7 (Attachment 4) as follows:
 - a. The maintenance of all private streets, drainage easements or *reserves*, and easements of any nature within this subdivision shall be the responsibility of the property owners or the property owners’ association, or its successors or assignees and not the City of Fair Oaks Ranch or Kendall County.
3. If required, add a signature block for the lien holder as noted on the Final Plat Application Form (Attachment 2).

Exhibit A: Stone Creek Ranch Unit 2C Location Map



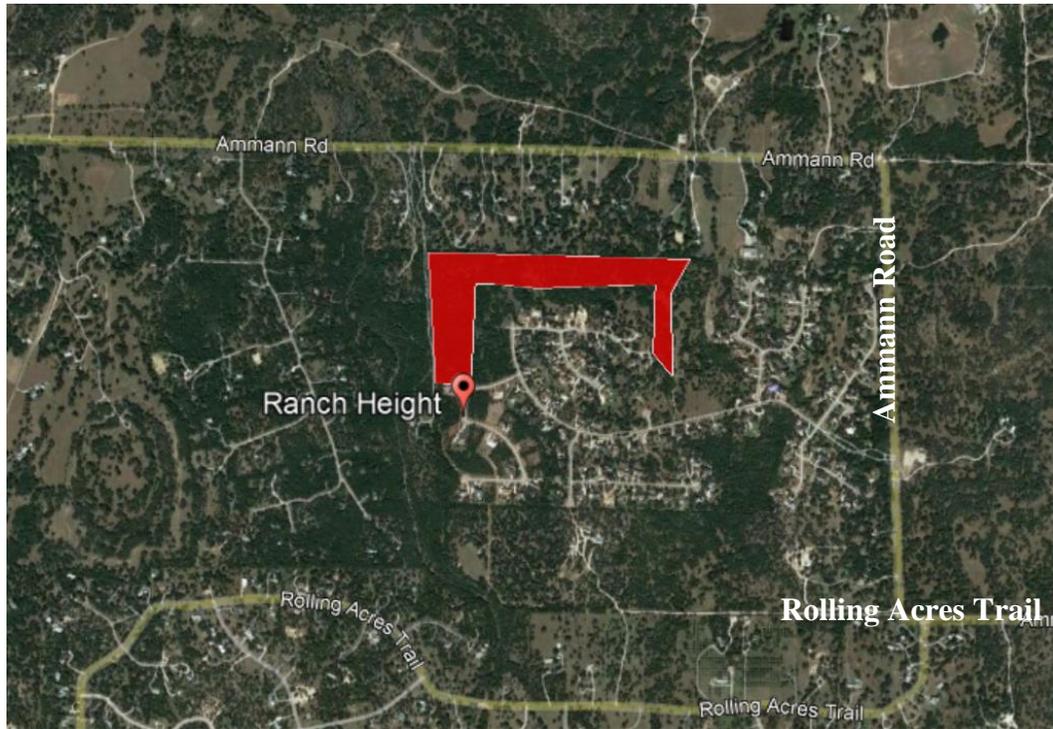
Source: Provided by the applicant

Exhibit B: Stone Creek Ranch Subdivision Master Plan (Unit 2C Highlighted)



Source: Provided by the applicant

Exhibit C: Stone Creek Ranch Unit 2C Aerial View



Source: Google

Attachments:

1. Universal Application
2. S11 Final Plat Specific Application Form
3. Letter of Intent
4. Stone Creek Ranch Unit 2C Subdivision Final Plat
5. Stone Creek Ranch Masterplan



City of Fair Oaks Ranch

7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015
PH: (210) 698-0900.FAX: (210) 698-3565. bcodes@fairoaksranchtx.org www.fairoaksranchtx.org

UNIVERSAL APPLICATION (FORM UA)

All applications must be submitted with:
(1) A complete Universal Application form (2 pages), and
(2) A complete Specific Application Form with all materials listed in the checklist for the specific application.
The City staff is available to assist you in person at City Hall or over the phone at (210) 698-0900.

DEVELOPMENT INFORMATION

Project Name/Address/Location: Stone Creek Ranch Unit 2C Acreage: 65.894
Brief Description of Project: Low density single family residential subdivision
Is property platted? [X]No []Yes Subdivision name: Stone Creek Ranch Unit 2C No. of Lots: 53
Recordation #: N/A Parcel(s) Tax ID#: 14325
Existing Use: Undeveloped - Range Proposed Use: Single Family Residential
Current Zoning: R2 Proposed Zoning: R2
Occupancy Type: Single family detached Sq. Ft: Varies Bed #: Varies Bath #: Varies Car Garage #: Varies
Water System []Well [X]Public Flood Zone: []Yes [X]No Sewer System: [X]Septic []Public

PROPERTY OWNER INFORMATION

Owner: Green Land Ventures, LTD Contact Name: Jeff Hutzler, PE
Address: 138 Old San Antonio Rd, Suite 206 City/State/ZIP: Boerne/TX/78006
Phone: (210) 287-1568 Email: jeff@hutzlercivil.com

APPLICANT INFORMATION

Applicant/Developer: Same as Owner Contact Name:
Address: City/State/ZIP:
Phone: Email:

KEY CONTACT INFORMATION

Name of the Individual: Darren McAfee, PE Contact Name: Quiddity Engineering
Address: 4350 Lockhill Selma Rd, Suite 100 City/State/ZIP: San Antonio/TX/78249
Phone: (210) 494-5511 E-mail: dmcafee@quiddity.com

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)

Signature: [Handwritten Signature] Date: 04/20/23
(Signed letter of authorization required if the application is signed by someone other than the property owner)

*****OFFICE USE ONLY*****
DATE REC'D: 4-25-2023 BY: KS
FEES PAID: 1-7-2022 \$ 2405.00 APPROVED BY: KS/SG
Additional FEE 2-9-2022 95000
DATE APPROVED:
APPLICATION/PERMIT NO: EXP DATE:

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

SPECIFIC APPLICATION FORM (S1-S39). Please check the appropriate type below:

- Land Use Policy Related**
- (Section 3.9 of the UDC)
- Annexation* - Form S1
 - Comprehensive Plan Amendment (Text)
 - Unified Development Code (UDC) Text Amendment
 - Rezoning/ FLUM amendment* - Form S2
 - Special Use Permit* - Form S3
 - Planned Unit Development (PUD)* - Form S4
 - Development Agreement
 - Conservation Development Alternative* (CDA) (Section 4.8) - Form S5

- Subdivision and Property Development Related**
- (Section 3.8 of the UDC)
- Amending Plat* - Form S6
 - Minor Plat* - Form S7
 - Development Plat* - Form S8
 - Concept Plan** - Form S9
 - Preliminary Plat* - Form S10
 - Final Plat* - Form S11
 - Replat* - Form S12
 - Construction Plans* - Form S13
 - Vacating Plat
 - Plat Extension

- Site Development Related**
- (Section 3.9 of the UDC)
- Vested Rights Verification Letter
 - Zoning Verification Letter
 - Written Interpretation of the UDC
 - Temporary Use Permit*- Form S14
 - Special Exception*- Form S15
 - Site Development Permit* (Site Plan Review) - Form S16
 - Floodplain Development Permit*- Form S17
 - Stormwater Permit* - Form S18
 - Certificate of Design Compliance* - Form S19
 - Appeal of an Administrative Decision
 - Zoning
 - Others
 - Variance
 - Policy
 - Judicial* -Form S20
 - Sign Special Exception/Appeal to an Administrative Decision
 - Administrative Exception
 - Permit for Repair of Non-Conforming Use/Building
 - Letter of Regulatory Compliance
 - On-Site Sewage Facility Permit (OSSF)
 - Certificate of Occupancy (CO)* - Form S21
 - Relief from Signage Regulations
 - Group Living Operation License* - Form S22
 - Grading/Clearance Permit - Form S23

- Building Permits Related**
- Commercial**
- New/Remodel/Addition* - Form S24
 - Fence* - Form S25
 - Miscellaneous* - Form S26
- Residential**
- New Home* - Form S27
 - Remodel/Addition* - Form S28
 - Detached Buildings* - Form S29
- Others**
- Solar* - Form S30
 - Swimming Pool* - Form S31
 - Demolition, Drive or Move
 - New Lawn/Water* - Form S32
 - Backflow Device/Irrigation Systems - Form S33
 - Sign* (Permanent) - Form S34 A
 - Sign* (Temporary) - Form S34 B
 - Appeal of Denial of Sign Permit
 - Master/ Common Signage Plan* - Form S35
 - Water Heater or Water Softener* - Form S36
 - Right-of-Way Construction* - Form S37
 - Flatwork*- Form S38
- Inspections**
- Mechanical
 - Electrical
 - Plumbing
 - Building
 - Others _____
- Water- Wastewater Service**
- Connect/ Disconnect Form* - Form S39

*These types of applications require additional information as listed in the Specific Application Form. Refer to **Appendix E** of the Administrative Procedures Manual for more information.
 ** The Concept Plan is required for PUD and CDA, and for Rezoning if included in a previously approved Concept Plan.

Application Checklist for all Applications

- Universal Application Form (Form UA).
- Items listed in the checklist for the Specific Application Form (Form S#) ¹. (Please make sure the boxes are checked)
- Application Processing Fees and other application fees.
- Letter of intent explaining the request in detail and reason for the request.
- Signed Letter of Authorization required if the application is signed by someone other than the property owner.
- Site plan and shapefile drawings (if applicable) for the property
- Location map clearly indicating the site in relation to adjacent streets and other landmarks
- One (1) copy of proof of ownership (recorded property deed or current year tax statements)
- One (1) USB drive containing the general required documents in Adobe PDF format (if required)

¹For items that are duplicated in the specific type of application, only one copy is required.



S11 SPECIFIC APPLICATION FORM - FINAL PLAT

Section 3.8 (5) of the Unified Development Code

The following steps must be completed, and the items must be submitted for the application to be deemed complete and processed:

- A completed Universal Application and checklist signed by the owner/s of the property.
- Payment of all other applicable fees (see Schedule of Fees).
- An accurate metes and bounds description of the subject property (or other suitable legal description).
- Location/vicinity map showing the location and boundaries of the subject parcel. Indicate scale or not to scale (NTS) and provide north arrow.
- Tax certificate/s showing that all taxes owing to the State, County, School District, City and/or any other political subdivision have been paid in full to date.
- Pre-Application Conference prior to application submittal (if required).
- Approved copy of the Preliminary Plat, Replat and Concept Plan or other approved plats, if applicable.
- Three (3) copies (full size) of approved sets of construction plans.
- Concept plan approval (if required).
- A title report.
- One (1) copy (11x17) of proposed plat.
- N/A Letter of Acceptance of Public Improvements by the City, or Fiscal Surety for Public Improvements.
- N/A Maintenance Bond for Public Improvements.
- Letter of Certification from each utility provider servicing this area (CPS, PEC, SAWS, Timewarner, Grey Forest, GBRA, Spectrum, etc.).
- Letter from USPS and other service providers to ensure the name of the proposed subdivision, or any of the physical features, (such as streets, parks, etc.) must not be so similar to the names of any similar features in the county or in any incorporated town or city therein. Streets, which are a continuation of any existing street, shall take the name of the existing street.
- Drainage/Stormwater plan, if any grade changes.
- A certificate of ownership and dedication to the City of all streets, easements, alleys, parks, playgrounds or other dedicated public uses, signed and acknowledged before a notary public by the owners and by any holders of liens



7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

PH: (210) 698-0900 FAX: (210) 698-3565 bcodes@fairoaksranchtx.org www.fairoaksranchtx.org

against the land. The dedications must be absolute. In lieu of a separate document, a note on the face of the plat meeting all of the above requirements is acceptable.

- Approved Tree Plan designating all trees proposed for removal or preservation and describing the measures proposed to protect remaining trees during development as per Unified Development Code Section 8.8.

Note: Removal of Protected trees need approval by staff

Removal of Heritage trees need approval by Planning and Zoning Commission.

- Electronic copies of the required exhibits in "PDF" format and shapefile for property boundary where applicable should be submitted in a USB flash drive or via email.
- Acknowledgement that the applicant or representative will attend all Planning and Zoning Commission meetings, City Council meetings, and any other applicable meetings where this request is discussed.

Additional Requirements. The City Manager (or designee) may, from time to time, identify additional requirements for a complete application that are not contained within but are consistent with the application contents and standards set forth in the UDC and state statutes.



4350 Lockhill Selma Road, Suite 100
San Antonio, Texas 78249
Tel: 210.494.5511
www.quiddity.com

April 5, 2022

Ms. Katie Schweitzer, PE
Manager of Engineering Services
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

RE: Stone Creek Ranch Unit 2C
Final Plat Submittal

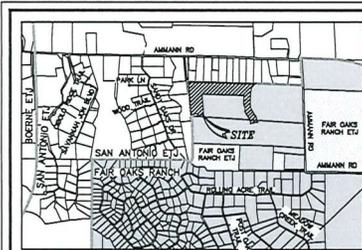
Dear Ms. Schweitzer,

This submittal package is being provided for the review of the Stone Creek Ranch Unit 2C Final Plat in order to subdivide a 65.894 acre tract of land within the city limits of Fair Oaks Ranch. The subdivision will create 53 single family residential lots, 1 drainage easement lot and 1 private street lot.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darren McAfee".

Darren J. McAfee, PE
Quiddity Engineering
4350 Lockhill Selma Rd. Ste 100
San Antonio TX, 78249



LEGEND

KCDR	KENDALL COUNTY DEED RECORDS
KCOPR	KENDALL COUNTY OFFICIAL PUBLIC RECORDS
KCPR	KENDALL COUNTY PLAT RECORDS
CVE	CLEAR VISION EASEMENT
EGTC	ELECTRIC, GAS, TELEPHONE, & CABLE TV EASEMENT
ESMT	EASEMENT
DE	DRAINAGE EASEMENT
LOT	OVERALL DIMENSION
CL	CENTERLINE
AC	ACRE
CB	COUNTY BLOCK
VOL.	VOLUME
PG.	PAGE
R.D.W.	RIGHT-OF-WAY
D	12" IRON ROD

IMPACT FEE PAYMENT NOTE
 ASSESSMENT AND COLLECTION BY THE CITY OF FAIR OAKS (SAN ANTONIO WATER AND WASTEWATER DEPARTMENT) SHALL BE THE MAJORMENT SET FORTH IN CITY ORDINANCE CHAPTER 10, ARTICLE 10.02.

CLEAR VISION EASEMENT NOTE:
 CLEAR VISION EASEMENTS MUST BE FREE OF VISUAL OBSTRUCTIONS, E.G. STRUCTURES, WALLS, FENCES, AND VEGETATION, WHICH ARE HIGHER THAN THREE (3) FEET AND LOWER THAN EIGHT (8) FEET ABOVE THE EASEMENT.

UTILITY EASEMENT:
 UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE UTILITY USUAL AND CUSTOMARY PRACTICES.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES, THE RIGHT TO PLACE NEW OR ADDITIONAL UTILITIES IN THE EASEMENT AND TO CHANGE THE SIZE THEREOF, THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES, THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF OPERATION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE EFFICIENCY OF OPERATION OF THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE UTILITY SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE UTILITY WILL AT ALL TIMES AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATIONS IS REASONABLE IN ACCORDANCE WITH THE UTILITY USUAL AND CUSTOMARY PRACTICES.
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

STATE OF TEXAS
 COUNTY OF KENDALL

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE CITY OF FAIR OAKS CITY COUNCIL.

LICENS# DPROFESSIONAL ENGINEER
 DARREN J. MCAFEE, PE
 LICENSE NUMBER 137868

STATE OF TEXAS
 COUNTY OF KENDALL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY QUIDDITY ENGINEERING.

REGISTERED PROFESSIONAL LAND SURVEYOR
 TROY A. HUBBARD, RPLS
 LICENSE NUMBER 6241

GENERAL NOTES

1. ALL EXISTING BOUNDARY LINES OF THIS SUBDIVISION WHICH ARE COMMON WITH THE ORIGINAL SURVEY BOUNDARY ARE MONUMENTED ON THE GROUND WITH 1/2" DIAMETER IRON RODS (UNLESS OTHERWISE NOTED).
2. THE OWNER(S) HEREBY CERTIFY THAT ALL BOUNDARY CORNERS OF THE LOTS LOCATED WITHIN THIS SUBDIVISION WILL BE MONUMENTED ON THE GROUND WITH 1/2" IRON RODS OR OTHER STABLE MATERIALS PRIOR TO LOT SALES.
3. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREIN ARE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83), AS ESTABLISHED BY GLOBAL POSITIONING SYSTEM. THE GRID TO SURFACE SCALE FACTOR FOR ALL DISTANCES IS 1.000216. ALL ELEVATIONS SHOWN HEREIN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
4. THE SETBACKS SHOWN ON THIS PLAT ARE PROPOSED BY THE DEED RECIPIENT AND ARE NOT SUBJECT TO CONSIDERATION BY THE CITY OF FAIR OAKS.
5. PRIVATE STREETS & EASEMENTS: THE PRIVATE STREET (LOT 99) IS AN ETC, DRAINAGE, WATER, AND UNDERGROUND UTILITY EASEMENT.
6. THE MAINTENANCE OF ALL PRIVATE STREETS, DRAINAGE EASEMENTS AND EASEMENTS OF ANY NATURE WITHIN THIS SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER, OR THE PROPERTY OWNER'S ASSOCIATION, OR ITS SUCCESSORS OR ASSIGNEES, AND NOT THE RESPONSIBILITY OF THE CITY OF FAIR OAKS RANCH OR KENDALL COUNTY.
7. FLOODPLAIN VERIFICATION: NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP PANEL 48256003, EFFECTIVE DATE OCTOBER 31, 2010. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.
8. THE AREA WITHIN THIS PLAT IS ZONED EXISTING RESIDENTIAL 1 (R2).

GATE ACROSS EASEMENT: DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.

EMERGENCY ACCESS: A MINIMUM 20 FT WIDE EMERGENCY ACCESS ROAD AND EASEMENT SHALL BE PROVIDED BETWEEN THE DRIVE AND AMMANN RD ALONG WITH THE IMPROVEMENTS REQUIRED WITH THIS PLAT.

DRAINAGE NOTES

PROVIDE WRITER'S DESIGN, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, EMBANKMENTS, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES.

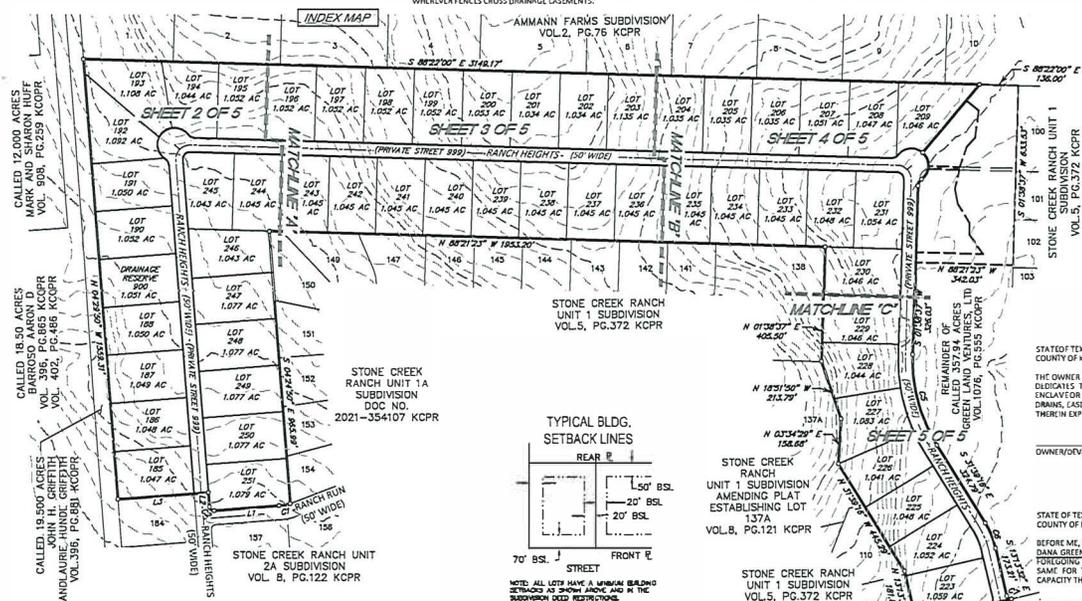
(THE "DRAINAGE SYSTEM")

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT OF CHANGE THE SIZE THEREOF; THE RIGHT TO CREATE AND/OR ORDER A STREAM COURSE, REFLECTOR DIS, OUTSUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM, CURBETS, WATER GAPS, AND PROTECTING RAILS, THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.

WITH RESPECT TO THE DRAINAGE SYSTEM, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY ALL PARTIES HERETO, THAT THE INTENTION IS TO IMPROVE CONDITIONS OF SANITATION AND WATER DRAINAGE CONTROL ON THE PROPERTY FOR THE BENEFIT OF THE PROPERTY, ADJACENT PROPERTY AND THE COMMUNITY. BUT THE CITY DOES NOT GUARANTEE OR WARRANT THAT SUCH CONTROL WORK WILL BE EFFECTIVE, NOR DOES THE CITY ASSUME AND ADDITIONAL LIABILITY WHATSOEVER FOR THE EFFECT OF FLOODS, STANDING WATER, OR DRAINAGE ON OR THE PROPERTY, OR ANOTHER PROPERTY OR PERSONS THAT MIGHT BE AFFECTED BY SAID STREAM, WASH, ORIGINALLY IN NATURAL STATE OR AS CHANGING BY THE CITY.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE EFFICIENCY OF OPERATION OF THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE UTILITY SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE UTILITY WILL AT ALL TIMES AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATIONS IS REASONABLE IN ACCORDANCE WITH THE UTILITY USUAL AND CUSTOMARY PRACTICES.
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

OBSTRUCTION OF DRAINAGE: ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER LEVELS CROSS DRAINAGE EASEMENTS.

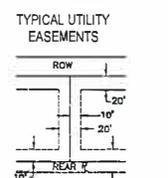
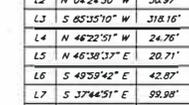


CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	174.97'	40.32'	1.37125°	S78°39'02"W	40.23'	20.25'
C2	15.00'	23.56'	89°59'33"	N49°24'13.7"W	21.21'	15.00'
C3	60.00'	108.80'	103°08'02"	S1°59'22"W	94.54'	76.75'
C4	30.00'	27.40'	52°19'48"	S27°48'13"W	26.46'	14.74'
C5	575.00'	374.12'	31.77°53'	S15°00'20"E	328.48'	171.88'
C6	300.00'	98.49'	18°25'44"	S22°26'24"E	96.08'	48.67'
C7	14.00'	21.99'	90°00'00"	S58°13'32"E	18.00'	14.00'
C8	14.00'	21.99'	90°00'00"	S31°48'28"W	18.00'	14.00'
C9	50.00'	83.83'	96°03'27"	N43°36'53"E	74.35'	55.59'
C10	25.00'	41.91'	96°03'27"	N43°36'53"E	37.17'	22.79'
C11	30.00'	27.39'	52°18'36"	S30°14'08"E	26.45'	14.73'
C12	60.00'	210.20'	200°43'15"	N43°36'53"E	118.04'	328.19'
C13	30.00'	27.40'	52°19'48"	N62°11'29"W	26.46'	14.74'
C14	30.00'	76.54'	90°00'00"	S43°21'23"E	70.71'	50.00'
C15	25.00'	39.27'	90°00'00"	S43°21'23"E	35.36'	25.00'
C16	30.00'	27.40'	52°19'48"	N63°28'43"E	26.46'	14.74'
C17	60.00'	94.97'	90°41'30"	S84°39'13"W	85.36'	60.73'
C18	600.00'	348.70'	371°53'	S15°00'20"E	343.81'	178.43'
C19	625.00'	361.23'	371°53'	S15°00'20"E	358.14'	188.90'
C20	275.00'	88.45'	18°25'44"	S22°26'24"E	88.07'	44.61'
C21	250.00'	80.41'	18°25'44"	S22°26'24"E	80.07'	40.56'
C22	60.00'	54.08'	51°36'19"	N2°47'02"W	52.26'	23.03'
C23	60.00'	10.05'	9°15'39"	N6°28'26"E	10.04'	5.04'
C24	60.00'	44.75'	42°44'10"	N32°36'21"E	43.72'	23.48'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 85°35'10" W	229.26'
L2	N 04°24'50" W	50.97'
L3	S 85°35'10" W	318.16'
L4	N 46°22'51" W	24.76'
L5	N 46°30'13" E	20.71'
L6	S 49°59'42" E	42.87'
L7	S 37°44'51" E	59.88'
L8	S 37°44'51" E	79.01'
L9	S 04°24'50" E	54.37'
L10	S 04°24'50" E	83.77'
L11	S 04°24'50" E	78.23'
L12	S 49°59'42" E	56.00'
L13	S 07°23'48" W	96.08'
L14	S 42°02'35" W	43.69'
L15	S 18°50'41" W	75.00'
L16	S 12°16'40" W	10.17'
L17	S 12°16'40" W	68.83'
L18	S 11°06'24" E	52.00'
L19	S 31°06'48" E	80.00'
L20	S 01°38'37" W	40.64'
L21	S 34°47'15" E	84.36'



AN EASEMENT IS GRANTED TO THE OWNER OF THE WATER, ELECTRIC, TELEPHONE AND CABLE TV UTILITIES BEING 10 FEET ALONG THE FRONT AND 10 FEET ALONG THE SIDE AND 20 FEET ALONG THE REAR OF THE PLAT AND IS SUBJECT TO SPECIFIC EASEMENTS SHOWN ON THIS PLAT.

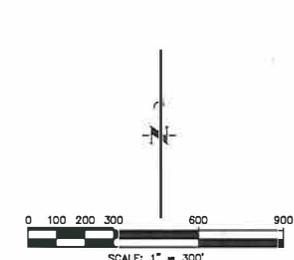
**FINAL PLAT ESTABLISHING
 STONE CREEK RANCH UNIT 2C**

BEING A TOTAL OF 65.894 ACRES OF LAND OUT OF THE W.M. O. LUSK SURVEY NO. 231, ABSTRACT NO. 306 KENDALL COUNTY, TEXAS, CONTAINING A PORTION OF THAT CERTAIN CALLED 357.94 ACRE TRACT DESCRIBED IN INSTRUMENT TO GREEN LAND VENTURES, LTD. RECORDED IN VOLUME 1076, PAGE 555 OF THE KENDALL COUNTY OFFICIAL PUBLIC RECORDS.

REASON FOR FINAL PLAT: TO SUBDIVIDE 65.894 ACRES OF LAND TO CREATE 53 SINGLE FAMILY RESIDENTIAL LOTS, 1 DRAINAGE RESERVE, AND 1 PRIVATE STREET



DATE OF PRINT: April 20, 2023



STATE OF TEXAS
 COUNTY OF KENDALL

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATED TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN EASEMENT OR PLANNED DEVELOPMENT FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: GREEN LAND VENTURES, LTD
 DANA GREEN, PRESIDENT
 916 E BLANCO, SUITE 100
 BOFTON, TEXAS 76006

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DANA GREEN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY DECIDED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

DAY OF _____ A.D. 20__

NOTARY PUBLIC, KENDALL COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF KENDALL

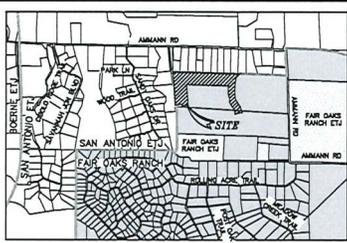
I, _____ COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____

A.D. _____ AT _____ M AND DULY RECORDED THE _____ DAY OF _____

A.D. _____ AT _____ M IN THE RECORDS OF SAID COUNTY, IN

BOOK DOCUMENT NO. _____ IN TESTIMONY WHEREOF, I WILL SIGN MY HAND AND OFFICIAL SEAL OF OFFICE THIS _____ DAY OF _____ A.D. _____

COUNTY CLERK, KENDALL COUNTY, TEXAS



LEGEND

KCDR	KENDALL COUNTY DEED RECORDS
KCDPR	KENDALL COUNTY OFFICIAL PUBLIC RECORDS
KCPR	KENDALL COUNTY PLAT RECORDS
CVE	CLEAR VISION EASEMENT
EGTC	ELECTRIC, GAS, TELEPHONE, & CABLE TV EASEMENT
ESMT	EASEMENT
DE	DRAINAGE EASEMENT
LOT	OVERALL DIMENSION
CL	CENTER LINE
AC	ACRE
CB	COUNTY BLOCK
VDUM	VOLUME
PG	PAGE
R.O.W.	RIGHT-OF-WAY
Ø	1/2" IRON ROD

IMPACT FEE PAYMENT NOTE:
ASSESSMENT AND COLLECTION BY THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES IMPACT FEES SHALL BE THE AMOUNT SET FORTH IN CITY ORDINANCE CHAPTER 10, ARTICLE 10.02.

UTILITY EASEMENT:
UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES THERE TO THE UTILITIES.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE PLOT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSTALLING, PATRIOLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES, THE RIGHT TO PLACE NEW OR ADDITIONAL UTILITIES IN THE BASEMENT AND TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES; THE RIGHT TO REMOVE FROM THE BASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLE ENDANGER OR MAY REASONABLE INTERFERE WITH THE EFFICIENCY OR OPERATION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

1. THE PROPERTY OWNER RETAINING THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLE INTERFERE WITH THE USE OF THE EASEMENT, HOWEVER THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE UTILITY SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE UTILITY WILL AT ALL TIMES AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATIONS IS REASONABLE IN ACCORDANCE WITH THE UTILITY USUAL AND CUSTOMARY PRACTICES.
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

STATE OF TEXAS
COUNTY OF KENDALL

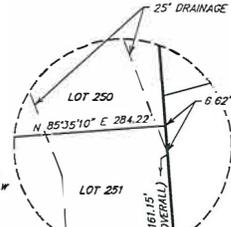
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE EASEMENTS. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE CITY OF FAIR OAKS CITY COUNCIL.

LICENSED PROFESSIONAL ENGINEER
DARRIN J. MCATEE, P.E.
LICENSE NUMBER 131808

STATE OF TEXAS
COUNTY OF KENDALL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMING TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY QUIDDITY ENGINEERING.

REGISTERED PROFESSIONAL LAND SURVEYOR
TRACY A. THORALGH, RPLS
LICENSE NUMBER 6241



DETAIL "A"
SCALE 1" = 20'

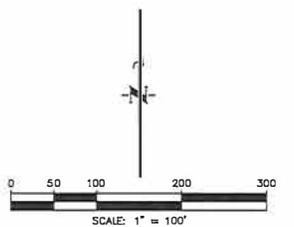
**FINAL PLAT ESTABLISHING
STONE CREEK RANCH UNIT 2C**

BEING A TOTAL OF 65.894 ACRES OF LAND OUT OF THE WM. D. LUSK SURVEY NO. 211, ABSTRACT NO. 306 KENDALL COUNTY, TEXAS; CONTAINING A PORTION OF THAT CERTAIN CALLED 357.94 ACRE TRACT DESCRIBED IN INSTRUMENT TO GREEN LAND VENTURES, LTD. RECORDED IN VOLUME 1076, PAGE 555 OF THE KENDALL COUNTY OFFICIAL PUBLIC RECORDS.

REASON FOR FINAL PLAT: TO SUBDIVIDE 65.894 ACRES OF LAND TO CREATE 53 SINGLE FAMILY RESIDENTIAL LOTS, 1 DRAINAGE RESERVE, AND 1 PRIVATE STREET



DATE OF PRINT: April 20, 2023



STATE OF TEXAS
COUNTY OF KENDALL

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, FACSIMILES AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: GREEN LAND VENTURES, LTD
DIANA GREEN PRESIDENT
916 E. BANDA, SUITE 100
BOERNE, TEXAS 78006

STATE OF TEXAS
COUNTY OF KENDALL

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DIANA GREEN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOLLOWING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY 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

DAY OF _____ A.D. 20__

NOTARY PUBLIC, KENDALL COUNTY, TEXAS

THIS PLAT OF STONE CREEK RANCH UNIT 2C, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL, DATED THIS _____ DAY OF _____ A.D. 20__

MAYOR _____
CITY SECRETARY _____

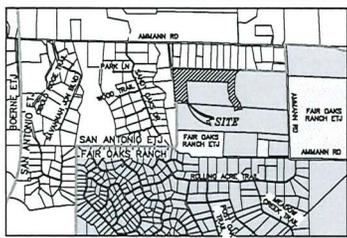
STATE OF TEXAS
COUNTY OF KENDALL

I, _____ COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THIS _____ DAY OF _____ A.D. _____ AT _____ M AND DULY RECORDED THE _____ DAY OF _____ A.D. _____ AT _____ M IN THE RECORD BOOK _____ OF SAID COUNTY, IN BOOK DOCUMENT NO. _____ IN TESTIMONY WHEREOF, WITH MY HAND AND OFFICIAL SEAL OF OFFICE THIS _____ DAY OF _____ A.D. _____

COUNTY CLERK, KENDALL COUNTY, TEXAS

SHEET 2 OF 5

Civil Job No. 16205-0012-00



LOCATION MAP NOT-TO-SCALE

LEGEND

KCDR	KENDALL COUNTY DEED RECORDS
KCDPR	KENDALL COUNTY OFFICIAL PUBLIC RECORDS
KCFR	KENDALL COUNTY PLAT RECORDS
CVE	CLEAR VISION EASEMENT
EGTC	ELECTRIC, GAS, TELEPHONE, & CABLE TV EASEMENT
EASEMENT	EASEMENT
DE	DRAINAGE EASEMENT
OD	OVERALL DIMENSION
CL	CENTER LINE
AC	ACRE
CB	COUNTY BLOCK
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
Ø	1/2" IRON ROD

IMPACT FEE PAYMENT NOTE:
ASSESSMENT AND COLLECTION BY THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES IMPACT FEES SHALL BE THE AMOUNT SET FORTH IN CITY ORDINANCE CHAPTER 30; ARTICLE 10.02.

UTILITY EASEMENT:
UTILITIES (INCLUDING WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES HERETO) (HE/HE/STRUT).

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES, THE RIGHT TO PLACE NEW OR ADDITIONAL UTILITIES IN THE EASEMENT AND TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLE ENLARGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OR OPERATION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT, HOWEVER THE OCCUPANT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE UTILITY SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE UTILITY WILL AT ALL TIMES AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITIONS WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATIONS IS REASONABLE IN ACCORDANCE WITH THE UTILITY USUAL AND CUSTOMARY PRACTICES.
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

STATE OF TEXAS
COUNTY OF KENDALL

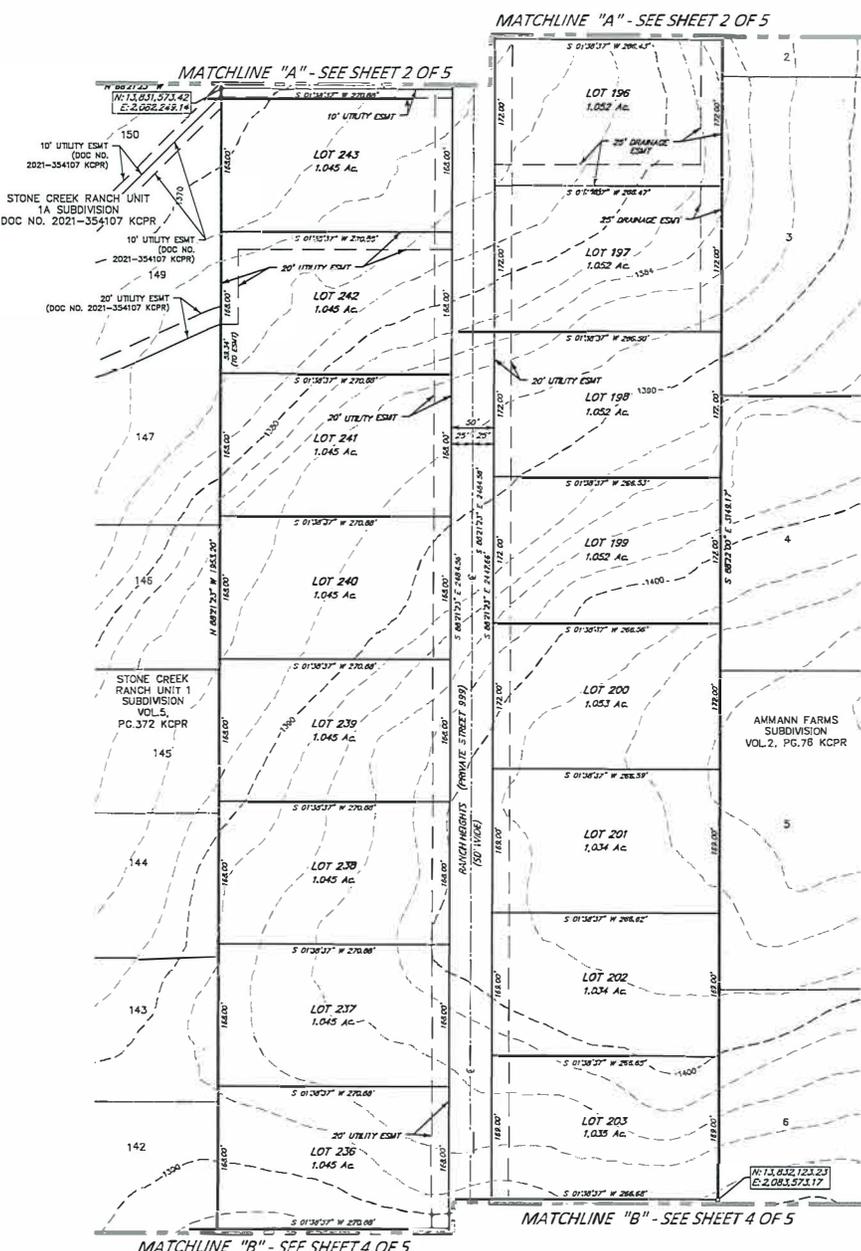
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE BY OPEN TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE CITY OF FAIR OAKS CITY COUNCIL.

LICENSED PROFESSIONAL ENGINEER
DARRIN J. MCAFEE, PE
LICENSE NUMBER 15180 B

STATE OF TEXAS
COUNTY OF KENDALL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY QUIDDITY ENGINEERING.

REGISTERED PROFESSIONAL LAND SURVEYOR
TRACY A. HOBANSON, RLS
LICENSE NUMBER 6241



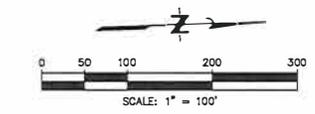
MATCHLINE "B" - SEE SHEET 4 OF 5

MATCHLINE "A" - SEE SHEET 2 OF 5

FINAL PLAT ESTABLISHING
STONE CREEK RANCH UNIT 2C
BEING A TOTAL OF 65.894 ACRES OF LAND OUT OF THE WM. D. LUSK SURVEY NO. 211, ABSTRACT NO. 306 KENDALL COUNTY, TEXAS, CONTAINING A PORTION OF THAT CERTAIN CALLED 357.94 ACRE TRACT DESCRIBED IN INSTRUMENT TO GREEN LAND VENTURES, LTD. RECORDED IN VOLUME 1076, PAGE 555 OF THE KENDALL COUNTY OFFICIAL PUBLIC RECORDS.
REASON FOR FINAL PLAT: TO SUBDIVIDE 65.894 ACRES OF LAND TO CREATE 53 SINGLE FAMILY RESIDENTIAL LOTS, 1 DRAINAGE RESERVE, AND 1 PRIVATE STREET

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors, Reg. No. F-23290
3302 Lockhill-Germans Road, Suite 100A, San Antonio, Texas 78248-2104-04-0113

DATE OF PRINT: April 20, 2023



STATE OF TEXAS
COUNTY OF KENDALL

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES THE RECORD SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: GREEN LAND VENTURES, LTD
DANA GREEN, PRESIDENT
916 E. BRANCO, SUITE 100
BOULDER, TEXAS 78006

STATE OF TEXAS
COUNTY OF KENDALL

BEFORE ME, THE UNDERSIGNEE AUTHORITY ON THIS DAY PERSONALLY APPEARED DANA GREEN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE PRESENCE OF THE OTHER PERSONS GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

DAY OF _____ A.D. 20__

MOTARY PUBLIC, KENDALL COUNTY, TEXAS

THIS PLAT OF STONE CREEK RANCH UNIT 2C, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL DATED THIS _____ DAY OF _____ A.D. 20__

MAYOR

CITY SECRETARY

STATE OF TEXAS
COUNTY OF KENDALL

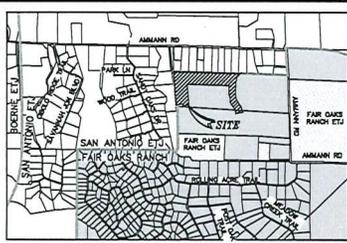
I, _____ COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY

THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____

A.D. _____ AT _____ M AND DULY RECORDED THE _____ DAY OF _____

A.D. _____ AT _____ M IN THE RECORDS OF _____ OF SAID COUNTY, IN BOOK DOCUMENT NO. _____ IN TESTIMONY WHEREOF, WITH MY HAND AND OFFICIAL SEAL OF OFFICE THIS _____ DAY OF _____ A.D. _____

COUNTY CLERK, KENDALL COUNTY, TEXAS



LOCATION MAP NOT-TO-SCALE

LEGEND

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LOT	OVERALL DIMENSION
CL	CENTER LINE
AC	ACRE
CB	COUNTY BLOCK
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
Ø	1/2" IRON ROD

IMPACT FEE PAYMENT NOTE
 ASSESSMENT AND COLLECTION OF THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES IMPACT FEES SHALL BE THE AMOUNT SET FORTH IN CITY ORDINANCE CHAPTER 10, ARTICLE 10.02.

UTILITY EASEMENT:
 UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES THERETO (THE UTILITIES).

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES; THE RIGHT TO PLACE NEW OR ADDITIONAL UTILITIES IN THE EASEMENT AND TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLE ENGINEER OR MAN REASONABLE ENGINEER WITH THE EFFICIENCY OR DIRECTION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

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STATE OF TEXAS
 COUNTY OF KENDALL

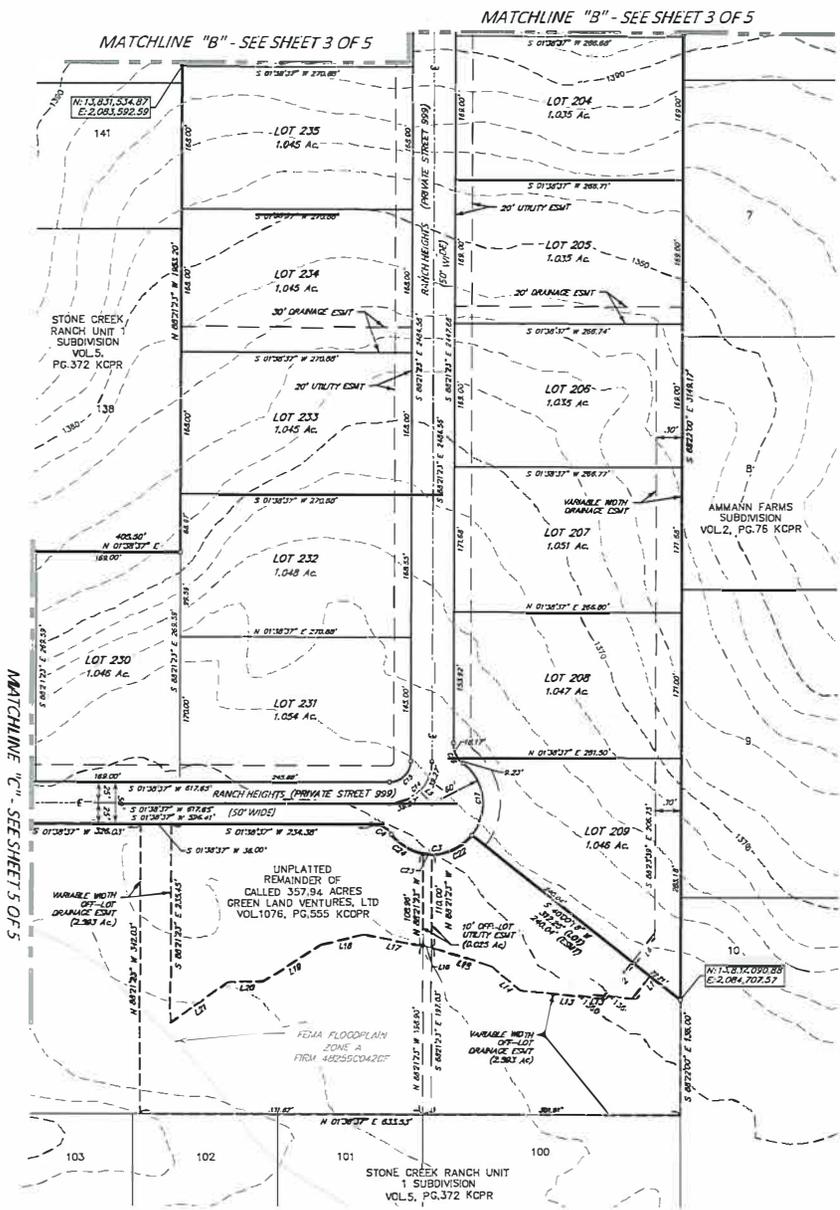
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUTS. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE CITY OF FAIR OAKS CITY COUNCIL.

LICENSED PROFESSIONAL ENGINEER
 DARRELL M. CAFFE, P.E.
 LICENSE NUMBER 13786

STATE OF TEXAS
 COUNTY OF KENDALL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY QUIDDITY ENGINEERING.

REGISTERED PROFESSIONAL LAND SURVEYOR
 TROY A. TROBACH, RPS
 LICENSE NUMBER 6241

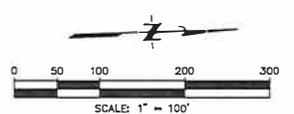


FINAL PLAT ESTABLISHING
STONE CREEK RANCH UNIT 2C
 BEING A TOTAL OF 65.894 ACRES OF LAND OUT OF THE
 WM. D. LUSK SURVEY NO. 211, ABSTRACT NO. 305
 KENDALL COUNTY, TEXAS; CONTAINING A PORTION OF
 THAT CERTAIN CALLED 357.94 ACRE TRACT DESCRIBED IN
 INSTRUMENT TO GREEN LAND VENTURES, LTD.
 RECORDED IN VOLUME 1076, PAGE 555 OF THE KENDALL
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REASON FOR FINAL PLAT: TO SUBDIVIDE 65.894 ACRES OF
 LAND TO CREATE 53 SINGLE FAMILY RESIDENTIAL LOTS, 1
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DATE OF PRINT: April 20, 2023



STATE OF TEXAS
 COUNTY OF KENDALL

THE OWNER OF LANDS SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, DEEPLY AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR UNIMPROVED UNIT DEVELOPMENT, FOREVERALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: GREENLAND VENTURES, LTD
 916 E. BLANCO, SUITE 100
 BOERNE, TEXAS 78005

STATE OF TEXAS
 COUNTY OF KENDALL

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DANA GREEN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY 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

DAY OF _____ A.D. 20__

NOTARY PUBLIC, KENDALL COUNTY, TEXAS

THIS PLAT OF STONE CREEK RANCH UNIT 2C, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL DATED THIS _____ DAY OF _____ A.D. 20__

MAYOR

CITY SECRETARY

STATE OF TEXAS
 COUNTY OF KENDALL

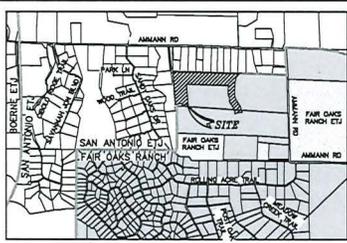
I, _____ COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____

A.D. _____ AT _____ M AND DULY RECORDED THE _____ DAY OF _____

A.D. _____ AT _____ M IN THE RECORDS OF _____ OF SAID COUNTY, IN BOOK DOCUMENT NO. _____ IN TESTIMONY WHEREOF, I, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS _____ DAY OF _____ A.D. _____

COUNTY CLERK, KENDALL COUNTY, TEXAS

Civil Job No. 16205-0012-00



LOCATION MAP NOT-TO-SCALE

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LOT	OVERALL DIMENSION
CL	CENTER LINE
AC	ACRE
CB	COUNTY BLOCK
VOL	VOLUME
PG.	PAGE
H.O.W.	HEIGHT-OF-WAY
Ø	1/2" IRON ROD

IMPACT FEE PAYMENT NOTE
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UTILITY EASEMENT:
 UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE UNES, LATERALS AND/OR APPURTENANCES THEREON (THE UTILITIES).

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES. THE RIGHT TO PLACE NEW OR ADDITIONAL UTILITIES IN THE EASEMENT AND TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OR OPERATION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

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STATE OF TEXAS
 COUNTY OF KENDALL

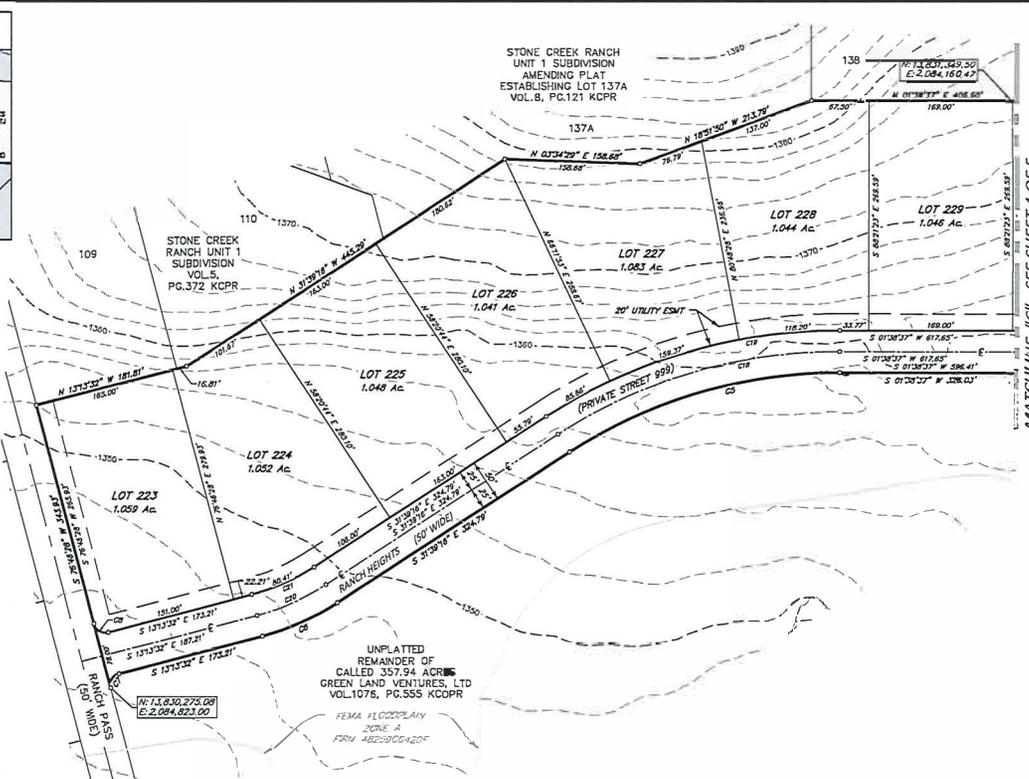
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LICENSED PROFESSIONAL ENGINEER
 DARREN J. MCNEEL, P.E.
 LICENSE NUMBER 131808

STATE OF TEXAS
 COUNTY OF KENDALL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY QUIDDITY ENGINEERING.

REGISTERED PROFESSIONAL LAND SURVEYOR
 TROY A. THOROUGH, RPLS
 LICENSE NUMBER 6241

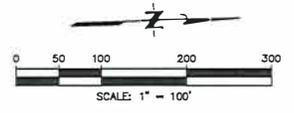


MATCHLINE "C" - SEE SHEET 4 OF 5

FINAL PLAT ESTABLISHING
STONE CREEK RANCH UNIT 2C
 BEING A TOTAL OF 65.894 ACRES OF LAND OUT OF THE W.M. D. LUSK SURVEY NO. 211, ABSTRACT NO. 306 KENDALL COUNTY, TEXAS; CONTAINING A PORTION OF THAT CERTAIN CALLED 337.94 ACRE TRACT DESCRIBED IN INSTRUMENT TO GREEN LAND VENTURES, LTD. RECORDED IN VOLUME 1076, PAGE 555 OF THE KENDALL COUNTY OFFICIAL PUBLIC RECORDS.
 REASON FOR FINAL PLAT: TO SUBDIVIDE 65.894 ACRES OF LAND TO CREATE 53 SINGLE FAMILY RESIDENTIAL LOTS, 1 DRAINAGE RESERVE, AND 1 PRIVATE STREET

QUIDDITY
 Texas Board of Professional Engineers and Land Surveyors, Reg. No. F-21240
 2728 South Central Expressway, Suite 3000 San Antonio, Texas 78204-2104-5111

DATE OF PRINT: April 20, 2023



STATE OF TEXAS
 COUNTY OF KENDALL

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EASEMENT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: GREEN LAND VENTURES, LTD
 DANA GREEN MCDONALD
 916 E. BLANCO, SUITE 100
 BOERNE, TEXAS 78006

STATE OF TEXAS
 COUNTY OF KENDALL

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DANA GREEN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE PRESENCE OF THE WITNESSES GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

DAY OF _____ A.D. 20__

NOTARY PUBLIC, KENDALL COUNTY, TEXAS

THIS PLAT OF STONE CREEK RANCH UNIT 2C, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL DATED THIS _____ DAY OF _____ A.D. 20__

MAYOR

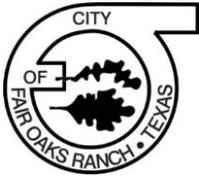
CITY SECRETARY

STATE OF TEXAS
 COUNTY OF KENDALL

I, _____ COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ A.D. _____ AT _____ M AND DULY RECORDED THE _____ DAY OF _____ A.D. _____ AT _____ M IN THE RECORDS OF _____ OF SAID COUNTY, IN BOOK DOCUMENT NO. _____ INTEREST ONLY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS _____ DAY OF _____ A.D. _____

COUNTY CLERK, KENDALL COUNTY, TEXAS

Civil Job No. 16295-0012-00



CITY COUNCIL CONSENT AGENDA ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 1, 2023

AGENDA TOPIC: Approval of Council Member Bliss’s absence from the May 18, 2023, Regular City Council meetings
DATE: June 1, 2023
DEPARTMENT: City Council
PRESENTED BY: Consent Agenda – Michelle Bliss, Council Member Place 3

INTRODUCTION/BACKGROUND:

Council member Bliss missed the May 18, 2023, Regular Council Meeting due to medical reasons.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Complies with Section 3.09 of the Home Rule Charter.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda – I move to approve Council Member Bliss’s absence from the May 18, 2023, Regular City Council meeting.



CITY COUNCIL CONSENT AGENDA ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 1, 2023

AGENDA TOPIC: Approval of a Resolution authorizing the City Manager to sign an updated Regional Mutual Aid Agreement between the City of Fair Oaks Ranch, Texas and local government entities and local organizations within the geographic areas covered by the Alamo Area Council of Governments (AACOG) for emergency assistance during emergency events

DATE: June 1, 2023

DEPARTMENT: Public Works

PRESENTED BY: Consent Agenda - Julio Colunga, Assistant Director of Public Works

INTRODUCTION/BACKGROUND:

On December 18, 2003, the City Council authorized the execution of a Regional Mutual Aid Agreement with AACOG to provide the City with assistance from other participating entities in the event of a natural disaster or other emergency that would degrade or disrupt City services. Similarly, the City of Fair Oaks Ranch could assist other participating entities in the event of similar disruptions in their jurisdiction. Services to help a requesting entity could cover available labor, knowledge, equipment, and/or purchasing capabilities. It is the sole discretion of the responding entity to assess and determine the availability of resources to assist others when requested.

All costs associated with the provisions of the Regional Mutual Aid, when such assistance requires a response exceeding 12 consecutive hours, shall be paid by the Responding Party, and reimbursed by the Requesting Party at actual cost to the extent permitted by applicable law. Such charges include but are not limited to compensation for personnel; equipment operation and maintenance; damage to equipment; and food, lodging, and transportation expenses. To date, multiple agencies throughout surrounding counties and cities are members of the mutual aid agreement.

To ensure uniformed documentation and continued entity commitment, AACOG has submitted an updated Agreement to all parties for consideration. The contact information will be updated as follows:

1. Primary Contact - Tim Moring, Chief of Police
2. Alternate - Julio, Colunga, Assistant Public Works Director.

Today's agenda item is to approve a Resolution authorizing the City Manager to sign the updated Agreement.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Additional resources from nearby agencies reduce the recovery time during an emergency.
- Assists with ensuring citizen safety with continued government operations.
- A continuation of a working partnership with AACOG and other government agencies.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The Requesting Entity is responsible for any costs incurred after 12 hours.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda - I move to approve a Resolution authorizing the City Manager to sign an updated Regional Mutual Aid Agreement with the Alamo Area Council of Governments (AACOG).

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH AUTHORIZING THE CITY MANAGER TO SIGN AN UPDATED REGIONAL MUTUAL AID AGREEMENT BETWEEN THE CITY OF FAIR OAKS RANCH, TEXAS AND LOCAL GOVERNMENT ENTITIES AND LOCAL ORGANIZATIONS WITHIN THE GEOGRAPHIC AREAS COVERED BY THE ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG) FOR EMERGENCY ASSISTANCE DURING EMERGENCY EVENTS

WHEREAS, it is desired by the City Council of the City of Fair Oaks Ranch (City) to request, and provide emergency assistance during emergency events; and,

WHEREAS, in December 2003 the City of Fair Oaks Ranch entered into a Regional Mutual Aid Agreement with the Alamo Area of Council of Governments (AACOG) for emergency assistance during a natural disaster or other emergency events; and,

WHEREAS, AACOG desires to ensure uniformed documentation and continued entity commitment through an updated agreement; and,

WHEREAS, an updated regional mutual aid agreement has been manifested between the City and local government entities and local organizations within the geographic areas covered by AACOG for emergency assistance during a natural disaster or other emergency events; and,

WHEREAS, the City Council desires to execute the updated regional mutual aid agreement.

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

Section 1. That the City Manager is authorized to execute the Regional Mutual Aid Agreement for assistance in emergency events with Alamo Area of Council of Governments (AACOG) for emergency assistance during a natural disaster or other emergency events.

Section 2. 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 provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3. 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 4. 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 5. This Resolution is effective upon its passage and approval.

PASSED, APPROVED, and ADOPTED on the 1st day of June, 2023.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

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

REGIONAL MUTUAL AID AGREEMENT

State of Texas §
 §
County §

This Regional Mutual Aid Agreement (the "Agreement") is entered into by and between local government entities and local organizations wholly or partially within the geographic areas covered by the Alamo Area Council of Governments (the "AACOG Region"), that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (individually, a "Party", and collectively, the "Parties").

WHEREAS, the Parties recognize the vulnerability of the people and communities located in the Region to damage, injury, and loss of life and property resulting from Emergencies and recognize that Emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that in the past Regional Mutual Aid has been provided between or among the Parties in the form of personnel, equipment, and other resources during Emergencies and to help with recovery; and,

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Regional Mutual Aid and protection of life and property in the event of an Emergency; and,

WHEREAS, the Parties wish to make suitable arrangements for furnishing Regional Mutual Aid in coping with Emergencies and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, the Parties recognize that a formal agreement for Regional Mutual Aid would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that Regional Mutual Aid is accomplished in the minimum time possible and desire to enter into this Agreement to provide Regional Mutual Aid consistent with the Regional Mutual Aid plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

Terms

1. RECITALS

The recitals set forth above are true and correct.

2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – this Regional Mutual Aid Agreement as such may be amended by its own terms.
- b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property which is declared by the appropriate agency or government official or employee in accordance with applicable law.
- c. Regional Mutual Aid – a homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, and other resources.
- d. NIMS – the National Incident Management System.
- e. The Plan – The Threat and Hazard Identification and Risk Assessment (THIRA) adopted by the Board of Directors of Alamo Area Council of Governments as amended. The THIRA outlines the coordinating of emergency management resources during Emergencies involving multiple jurisdictions.
- f. Point of Contact – the individual or individuals authorized by the governing body of each Party to request or respond to a request for Regional Mutual Aid on behalf of the Party. A Party’s Emergency Management Director or Chief Executive Officer is always a Point of Contact, in addition to those designated in writing as the Point of Contact.
- g. Regional Emergency Preparedness Advisory Council. The advisory committee created by the Board of Directors of AACOG to assist and advise elected officials in their decision-making responsibilities on matters related to regional homeland security (hereinafter, “REPAC”).
- h. Requesting Party – the Party requesting Regional Mutual Aid under this Agreement.
- i. Responding Party – the Party providing Regional Mutual Aid assistance under this Agreement.

3. ADMINISTRATIVE AGENCY

The Parties hereby designate the Alamo Area Council of Governments, (hereinafter, “AACOG”) to be the Administrative Agency under this Agreement. AACOG shall be responsible for maintaining and distributing current Point of Contact information to all

Parties. AACOG is also responsible for maintaining duplicate or certified copies of the original signature pages of the Parties to this Agreement. AACOG is not a signatory to the Agreement, and is not bound by any provision contained herein that is not directly related to the duties of the Administrative Agency.

4. POINT OF CONTACT DESIGNATION

Each Party shall provide the Administrative Agency with written protocol by which its designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Regional Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the Administrative Agency in writing of any change in its Point of Contact protocol as soon as practicable.

5. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for Regional Mutual Aid assistance. The request shall be documented by the Requesting Party and forwarded to each Party from whom assistance is sought.

6. INITIATION OF REQUEST

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or
- b. After a finding of an Emergency as defined in this Agreement.

7. PROCEDURES FOR REQUESTS

Subject to the conditions in this Section, a Point of Contact may request Regional Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Regional Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation. In making any such request, each notice must adhere to the following minimum requirements:

- a. The written request shall state that the request is made pursuant to this Agreement.
- b. Regional Mutual Aid shall not be requested by a Party unless it is directly related to an Emergency and resources available from the normal responding agencies to the stricken area within the Region are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.

- c. All requests for Regional Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party or in accordance with the terms of the Plan.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
 - i. A general description of the Emergency and the damage or injury sustained or threatened;
 - ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.) and the particular type of assistance needed;
 - iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;
 - iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,
 - v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

8. THE PROVISION OF REGIONAL MUTUAL AID

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto may furnish Regional Mutual Aid in coping with an emergency.

- a. Assessment of Availability of Resources and Ability to Render Assistance.
When contacted by a Requesting Party, a Point of Contact of the Party from whom Regional Mutual Aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Regional Mutual Aid assistance unless the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.
- b. Information Required of the Responding Party.

A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- ii. The estimated length of time that the personnel, equipment, and other resources will be available;
- iii. The name of the person or persons to be designated as supervisory personnel; and,
- iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).

c. Supervision and Control.

When providing assistance under the terms of this Agreement, the response effort must be organized and function in accordance with the most current version of the applicable NIMS guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.

d. The Plan.

Each Party hereto agrees that it will provide Regional Mutual Aid assistance under this Agreement in accordance with the Plan.

e. Food, Housing, and Self-Sufficiency.

The Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from twelve (12) hours after the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its

request for assistance to only self-sufficient personnel and resources in its request for assistance.

f. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

g. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

h. The Duration of Aid.

The provision of Regional Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Regional Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

9. COSTS

All costs associated with the provision of Regional Mutual Aid, when such assistance requires a response exceeding 12 consecutive hours, shall be paid by the Responding Party and reimbursed by the Requesting Party at actual cost, to the extent permitted by applicable law. Such costs include but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses.

- a. Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Regional Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement.

Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.

- b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Regional Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- c. In the event federal funds are available for costs associated with the provision of Regional Mutual Aid, the Parties agree that the Requesting Party shall make the claim for the eligible costs of the Responding Party on its subgrant application and will disburse the federal share of funds to the Responding Party.
- d. Reimbursement under this Section will be made by the Requesting Party no later than: (1) one-hundred eighty days after receipt of the request for reimbursement; or (2) ninety days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner.
- e. The Parties recognize that each benefits from the existence of this Agreement and expect that each will provided and receive Regional Mutual Aid over the life of this Agreement. The Responding Party may assume in whole or in part any cost associated with the provision of Regional Mutual Aid or may loan or donate equipment or services to the Requesting Party without charge or cost.
- f. The provision of Regional Mutual Aid will be considered a non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.

10. INSURANCE

- a. Workers’ Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers’ Compensation Act.
- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official’s liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.

d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

11. WAIVER OF CLAIMS AGAINST PARTIES

Each Party hereto waives claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or part by the gross negligence of an officer or employee of another Party.

12. EXPENDING FUNDS

a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

13. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE

Notwithstanding any other provisions herein, any Party hereto may provide emergency assistance or law enforcement assistance to another Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

14. TERM

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each and every Party through December 31 of the year signed. This Agreement shall automatically renew for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 25 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

15. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is not responsible for any civil liability that arises from the furnishing of services described in Section 791.006.

16. LIABILITY UNDER INTERLOCAL CONTRACT

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Requesting Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Regional Mutual Aid under this Agreement, so long as, the act or omission was in good faith and in the course and scope of its functions to provide Regional Mutual Aid under this Agreement.

17. ENTIRETY

This Agreement contains all commitments and agreements of the Parties regarding Regional Mutual Aid to be rendered during or in connection with an Emergency. All previously entered into Regional Mutual Aid Agreements are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory Parties may have heretofore contracted or hereafter contract with each other for Regional Mutual Aid in Emergencies or the provision of other government services and functions, and it is agreed that this Agreement shall be subordinate to any such individual agreement.

18. OTHER REGIONAL MUTUAL AID AGREEMENTS

To assist each other in the process of Regional Mutual Aid response planning, each Party shall inform the Administrative Agency of all Regional Mutual Aid Agreements, memorandums of agreement or understanding, or contracts that each Party has with other municipalities, entities, counties, and state or federal agencies and furnish copies of said Regional Mutual Aid Agreements, memorandums of agreement or understanding, or contracts to the Administrative Agency, preferably in electronic format, if and when feasible and/or permissible.

19. RATIFICATION

Each Party hereby ratifies the rendering and/or receiving of Regional Mutual Aid taken prior to the date of this Agreement.

20. INTERLOCAL COOPERATION ACT

The Parties agree that Regional Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as those terms are defined in the Interlocal Cooperation Act Chapter 791, Texas Government Code..

21. CONFIDENTIALITY

The Parties recognize that the provision of Regional Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance

Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

22. SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

23. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

24. AMENDMENT

The Parties agree that this Agreement may be reviewed by the REPAC as required by applicable law. The Parties further agree that the Agreement may be amended by the REPAC. At least sixty calendar days (60 days) before any REPAC meeting at which an amendment or amendments to this Agreement will be considered and voted upon, the Administrative Agency shall send out notice to each Party to this Agreement informing them of the proposed amendment(s). This notice shall include the language of the amendment(s), and a list of current REPAC members and officers and the jurisdictions they represent. Each Party may direct any comments or concerns about said amendment(s) to their respective REPAC representative(s) prior to said meeting. Upon approval of said amendment(s) by the REPAC, the amendment(s) become(s) part of the Agreement and the Administrative Agency shall forward an amended copy of the Agreement to the Point(s) of Contact of the Parties to the Agreement.

25. TERMINATION

The governing body of a Party which is a signatory hereto, shall, by order, ordinance, or resolution, give notice of termination of participation in this Agreement and submit a certified copy of such order, ordinance, or resolution to the Administrative Agency. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto. Upon receipt of said notice to terminate participation in the Agreement, the Administrative Agency shall notify the remaining Parties to the Agreement in writing within ten days.

26. THIRD PARTIES

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

27. NOTICES

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission.

28. WARRANTY

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

29. IMMUNITY RETAINED

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

30. GOVERNING LAW AND VENUE

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

31. PARTY ELIGIBILITY

Any local government as that term is defined in Chapter 418 of the Texas Government Code may be a Party to this Agreement, provided that no Party is an agency, department or entity of the same town, county or State government.

32. FORMS

The Administrative Agency may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

33. HEADINGS The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

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REGIONAL MUTUAL AID AUTHORIZING RESOLUTION

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Bexar, Kendall, and Comal County, Texas:

NAME: Scott M. Huizenga

Date June 2, 2023

Signature: _____

Interim City Manager, City of Fair Oaks Ranch

Attest: _____

Christina Picioccio
City Secretary, City of Fair Oaks Ranch

Received by:

NAME: Diane Rath
Executive Director
Alamo Area Council of Governments

Date _____

Signature: _____

Please Complete Contact Information

Primary:

Contact Name: Chief Tim Moring

Office Number: 210-698-0990

24 Hour Contact No. 210-596-7821

E-mail address: tmoring@fairoaksranchtx.org

Alternate:

Contact Name: Julio Colunga

Office Number: 210-698-0900 x401

24 Hour Contact No. 210-596-4359

E-mail address: jcolunga@fairoaksranchtx.org



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 1, 2023

AGENDA TOPIC: Consideration and possible action approving a structure for wastewater service rates and fees
DATE: June 1, 2023
DEPARTMENT: Public Works Department
PRESENTED BY: Grant Watanabe, P.E., Director of Public Works & Engineering Services

PURPOSE:

After many budget cycles, quarterly budget updates and the recent Utility Rate Study, it has become apparent that the wastewater utility does not generate enough revenue to cover its full cost of service. The City’s consultant evaluated several structure and rate scenarios. Staff seeks City Council direction to advance a wastewater rate structure for the FY 2023-24 Budget.

INTRODUCTION/BACKGROUND:

In early 2021, the City engaged a consultant to conduct a rate study for Fair Oaks Ranch Utilities. Rate studies are conducted as a best practice to ensure that a utility’s financial health is maintained and that the utility is well prepared to meet its future financial needs. Our study included a financial policy review, development of a financial planning model, a cost-of-service analysis and design of customized rate structure options to meet our City’s unique needs.

As part of the rate study process, the Council appointed a volunteer Rate Advisory Panel to represent various interests and customer classes (combined water/wastewater, water only, residential, commercial) throughout our community. The consultant held four meetings with the Panel during the summer and fall of 2021 to gain input on the rate structure options.

This effort was put on hold from March 2022 to April 2023 while a separate Wastewater Treatment Plant (WWTP) Site Feasibility Study was conducted. That study is now complete, and a multi-phase expansion of the existing WWTP is planned instead of construction of a new greenfield WWTP.

At the March 3, 2022 and July 7, 2022 City Council meetings, a summary of existing and proposed wastewater rate scenarios was presented:

	Existing	Scenario 1	Scenario 2	Scenario 3
Service Availability (Base Charge)	\$40.86	\$62.99	\$28.94	\$28.94
Fees	\$6.47	\$6.47	\$6.47	\$0.05
Volumetric Rate (per 1000 gallons)			\$6.00	\$7.09

Each scenario was designed to cover the current wastewater cost of service. In scenario 1, the flat fee structure is maintained but the monthly rate is increased from \$47.33 to \$69.46. In scenarios 2 and 3, a volumetric rate is established based on average winter water usage (December, January, February). In scenario 2, the monthly bill for the average customer would be \$71.41 (assuming 6,000 gallons/month). In scenario 3, the monthly bill for the average customer would be \$71.53 (assuming 6,000 gallons/month). In both scenarios 2 and 3, customers who generate less wastewater than average will pay less, and those customers than generate more wastewater than average will pay more.

At the April 6th Council meeting, Staff presented estimated bill impacts related to the WWTP Phase 1 Expansion. With an estimated construction cost of \$5 million, this would increase the debt service fee by \$13.26 per month under Scenarios 1 and 2. Under Scenario 3, the debt service fee would be rolled into the volumetric rate. As a result, the volumetric fee would need to be adjusted from \$7.09 to \$9.40 per 1,000 gallons.

To advance a wastewater rate update for FY 2023-24, the Council must select a rate scenario to be included in the Proposed Budget. Staff will propose an ordinance to amend the appropriate fee schedule as part of the Budget. Staff will also generate a public outreach plan to include bill inserts and billing statement notifications, website and social media updates, a video clip, and an online bill calculator. Staff recommends Scenario 2 because it:

1. Provides a balance between fixed and variable charges (no other utilities charge a flat fee across all customers),
2. Encourages conservation by charging low users less and high users more,
3. Ensures debt service payments can be made if volumetric revenue falls (debt service fee maintained), and
4. Does not require a rate change whenever new debt is issued.

In addition, Scenario 2 was supported by the Rate Advisory Panel.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 1.4.10 of the Strategic Action Plan to Develop a Sustainable and Equitable Wastewater Rate
- Scenario 2 meets the top ranked pricing objectives identified by Council and the Rate Advisory Panel at the beginning of the Rate Study.
 - Revenue Stability – Provides balance between fixed and variable charges, generates stable and predictable revenue to meet operating and capital reserve requirements, bond covenants and other financial requirements.
 - Customer Impact – While there is no impact to water customers, there will be an impact to wastewater customers. Since wastewater rates should cover the cost of service, this is unavoidable.
 - Equity between Classes – Water customers will no longer subsidize wastewater customers; each class covers their own cost of service.
 - Conservation Pricing Signal – Implementing a volumetric rate encourages conservation by charging low users less and high users more.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

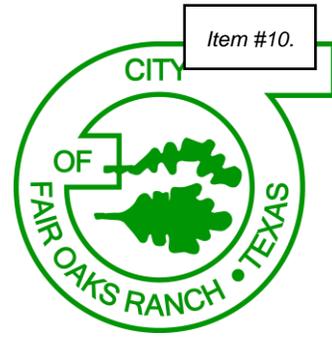
Although all scenarios evaluated generate enough revenue to cover the cost of service, Scenario 2 best meets the pricing objectives mentioned above.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve Scenario 2 of the Utility Rate Study which establishes a wastewater service availability charge, a volumetric rate per 1,000 gallons as determined by average winter consumption and maintains all current fee types.

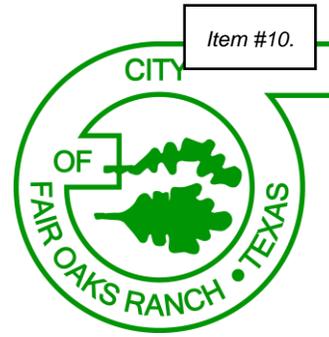


Utility Rate Study Wastewater Rate Update

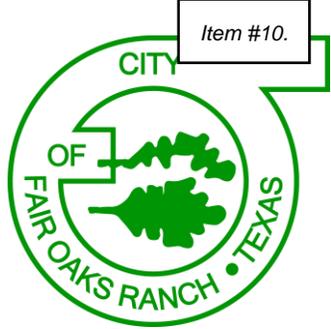
June 1, 2023

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

Agenda



- **Purpose**
- **Background**
 - Current rates & structure
 - Cost of Service
 - WWTP Phase 1 Expansion
- **Proposed Rate Scenarios**
 - Comparison to other Utilities
 - Bill Impacts
- **Recommendation and Way Ahead**



Current Wastewater Rates & Structure

Service Availability Charge

Meter Size	Monthly Charge \$ per bill
All Meters	\$40.86

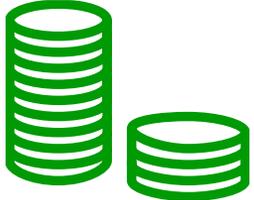


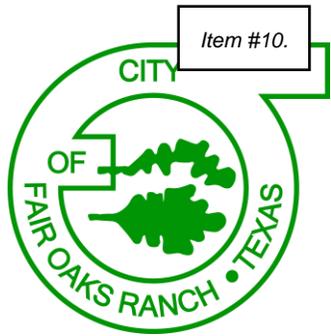
Wastewater Service Fees

Fee	\$ per bill
TCEQ Fee	\$0.05
Debt Service Fee	\$2.30
Capital Reserve Fund	\$4.12
Total	\$6.47



Monthly
Wastewater Bill
\$47.33



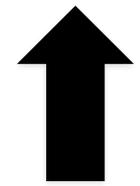


Wastewater Cost of Service

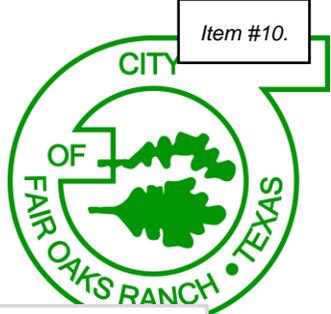
Current revenue levels are insufficient to cover the cost of providing wastewater service, with the residential class having the greatest shortfall

Class	Current Revenue	Cost of Service	Variance
Residential	\$1,177,670	\$1,944,342	\$766,672
Commercial	\$6,332	\$20,100	\$13,769
Total	\$1,184,002	\$1,964,442	\$780,441

Source: Rate Advisory Panel presentation of Oct. 27, 2021

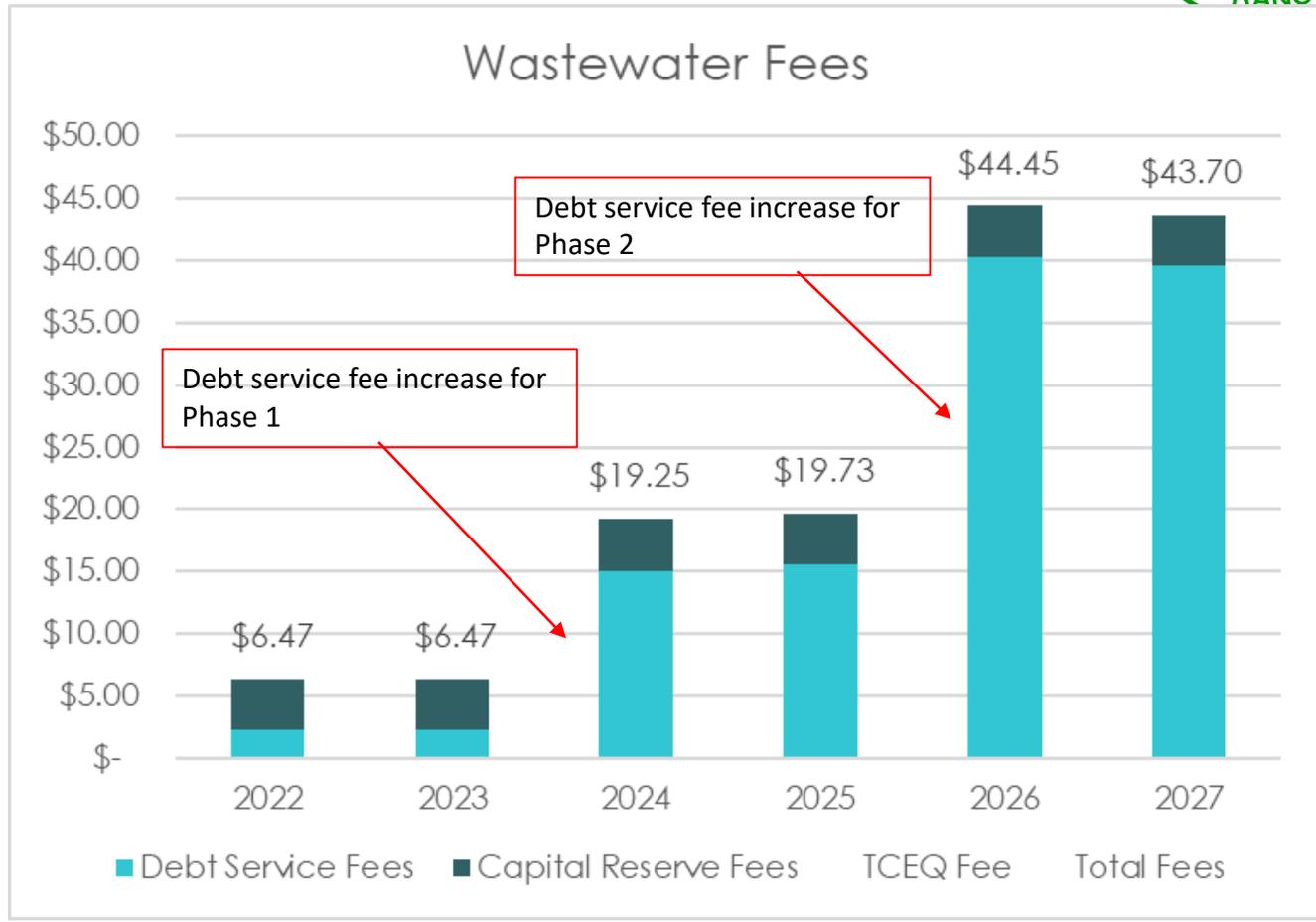


Target for Rate Design



WWTP Expansion Phase 1

- Estimated debt service fee increase: +\$13/mo.
 - \$5 million total
 - 20 yr term
 - 4% interest
- Actual will be based on bonds issued, interest rate, financing costs, # sewer customers, possible golf course contribution
- May increase if additional CIP is debt funded



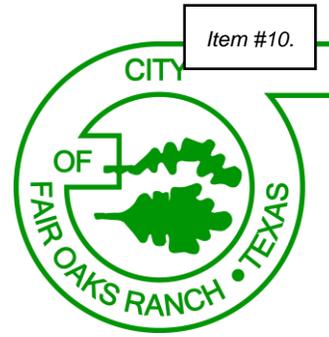
Wastewater Rate Scenarios (without WWTP Phase 1 Expansion)



	Existing	Scenario 1	Scenario 2	Scenario 3
Service Availability	\$40.86	\$62.99	\$28.94	\$28.94
Fees	\$6.47	\$6.47	\$6.47	\$0.05
Volumetric (per kgal)			\$6.00	\$7.09

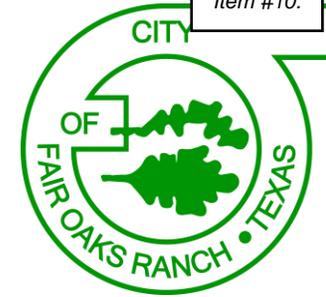
- Fees Include TCEQ Fee, Debt Service Fee, and Capital Reserve Fund Fee
- Volume based on Average Winter Consumption of December, January and February
- Rate increase considers O&M reduction of \$350,000 for Sludge Handling
- Average customer generates 5-6 kgal of wastewater each month

Wastewater Rate Scenarios (with WWTP Phase 1 Expansion)



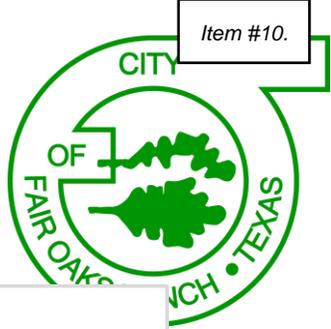
	Existing	Scenario 1	Scenario 2	Scenario 3
Service Availability	\$40.86	\$62.99	\$28.94	\$28.94
Fees	\$6.47	\$19.73	\$19.73	\$0.05
Volumetric (per kgal)			\$6.00	\$9.40

- Fees Include TCEQ Fee, Debt Service Fee, and Capital Reserve Fund Fee
- Volume based on Average Winter Consumption of December, January and February
- Rate increase considers O&M reduction of \$350,000 for Sludge Handling
- Average customer generates 5-6 kgal of wastewater each month



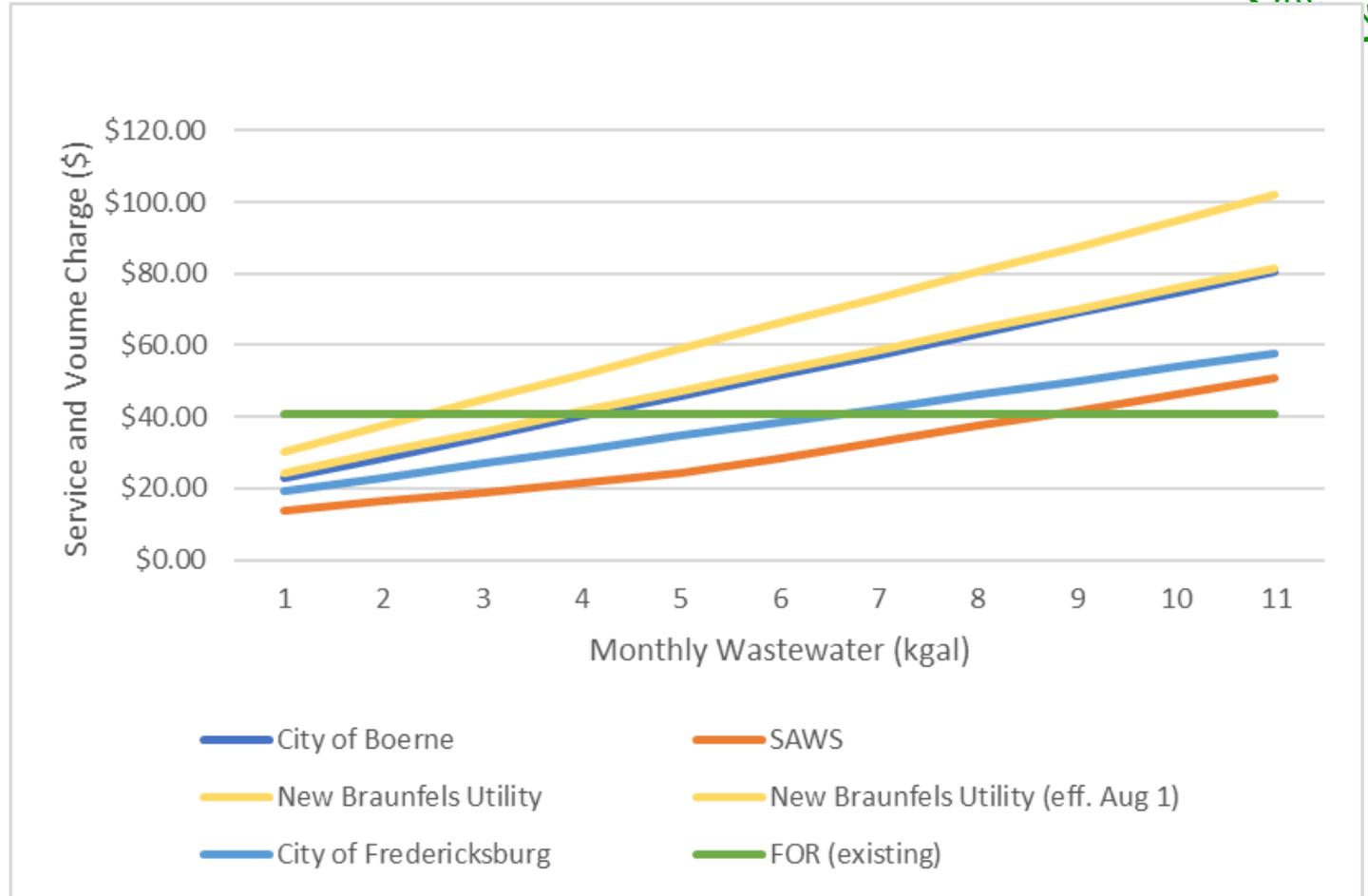
How Does Winter Averaging Work?

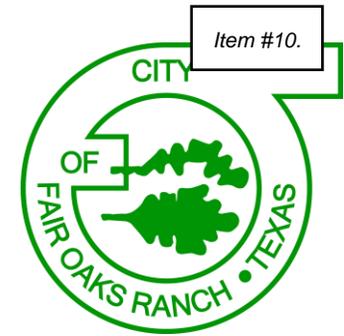
- Since most do not irrigate or fill pools during the winter, best estimate of wastewater generated is water usage during this period
- Average water consumption for Dec/Jan/Feb calculated
- Volumetric fee established for April 1st to March 31st
- New customers without a winter average are assigned average customer usage (6000 gal/month)
- Existing customers who transfer to a new address are assigned the winter average of the previous address



Comparison with Other Utilities

- Boerne
 - Service charge: \$22.80
 - Volume charge: \$5.77/kgal
- SAWS (3/4" meter)
 - Service charge: \$13.89
 - Volume charge: \$2.54/kgal (0-4 kgal)
\$4.44/kgal (>4kgal)
- New Braunfels Utility
 - Service charge: \$27.52
 - Volume charge: \$6.47/kgal
- New Braunfels Utility (eff. Aug 1)
 - Service charge: \$30.41
 - Volume charge: \$7.15/kgal
- Fredericksburg (1" meter)
 - Service charge: \$19.25
 - Volume charge: \$3.84/kgal

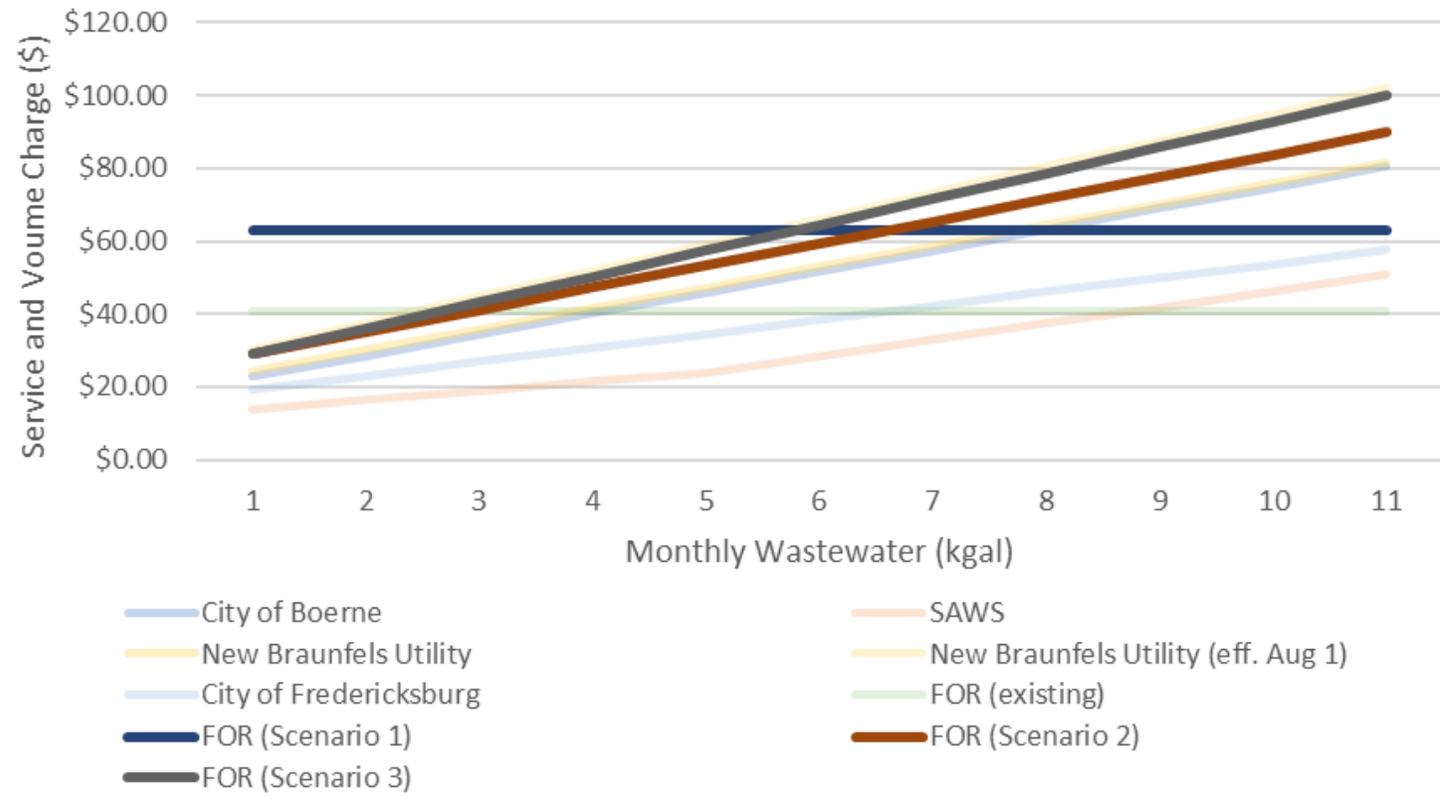


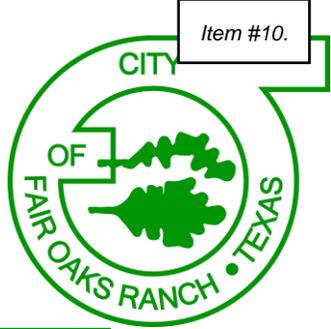


Comparison with Other Utilities

Scenarios overlayed on previous chart:

- Scenario 1
 - Service charge: \$62.99
 - Volume charge: NA
- Scenario 2
 - Service charge: \$28.94
 - Volume charge: \$6.00/kgal
- Scenario 3
 - Service charge: \$28.94
 - Volume charge: \$7.09/kgal

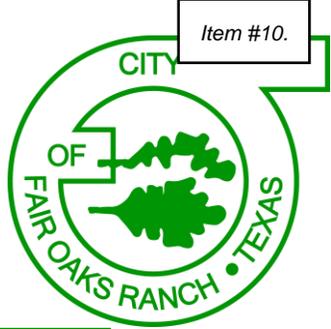




Estimated Bill Impacts (without WWTP Phase 1 Expansion)

Water Usage (winter avg.)	Existing	Scenario 1	Scenario 2	Scenario 3
Low User (4000 gal/mo.)	\$47.33	\$69.46	\$59.41	\$57.35
Average User (6000 gal/mo.)	\$47.33	\$69.46	\$71.41	71.53
High User (15,000 gal/mo.)	\$47.33	\$69.46	\$125.41	\$135.34

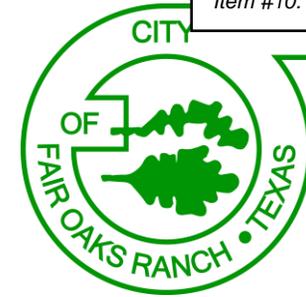
- Includes service availability, current fees, volumetric charges
- 26% of customers use less than 4,000 gallons/month
- 26% of customers use between 4,000-8,000 gallons/month
- 22% of customers use between 8,000-15,000 gallons/month
- 26% of customers use over 15,000 gallons/month



Estimated Bill Impacts (with WWTP Phase 1 Expansion)

Water Usage (winter ave.)	Existing	Scenario 1	Scenario 2	Scenario 3
Low User (4000 gal/mo.)	\$47.33	\$82.72	\$72.67	\$66.59
Average User (6000 gal/mo.)	\$47.33	\$82.72	\$84.67	\$85.39
High User (15,000 gal/mo.)	\$47.33	\$82.72	\$138.67	\$169.99

- Includes service availability, estimate future fees, volumetric charges
- 26% of customers use less than 4,000 gallons/month
- 26% of customers use between 4,000-8,000 gallons/month
- 22% of customers use between 8,000-15,000 gallons/month
- 26% of customers use over 15,000 gallons/month



Recommendation & Way Ahead

- Staff Recommendation – Scenario 2
 - Provides balance between fixed and variable charges (similar to other utilities)
 - Encourages conservation, low users pay less while high users pay more
 - Ensures debt service payment (fee maintained) if volumetric revenue falls
 - Does not require volumetric rate change whenever new debt is issued
 - Supported by Rate Advisory Panel
- Way Ahead
 - Finalize public outreach plan based on selected scenario
 - Bill inserts and statement notification
 - Website and social media updates, video clip to explain reason for change
 - Online bill calculator
 - Bring back ordinance to amend Fee Schedule
 - New wastewater rate effective Oct 1st



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 1, 2023

AGENDA TOPIC: Consideration and possible action establishing the City's co-sponsorship of a 4th of July Parade with the Fair Oaks Ranch Homeowners' Association; and approving a resolution declaring the parade a public purpose, authorizing street closures for the event, and authorizing the City Manager to execute a Memorandum of Understanding with FORHA

MEETING DATE: June 1, 2023

DEPARTMENT: Administration

PRESENTED BY: Gregory C. Maxton, Mayor

PURPOSE

The purpose of this agenda item is to seek the City Council's authorization to co-sponsor a Golf Cart/ATV Parade on July 4, 2023, with the Fair Oaks Ranch Homeowners' Association. The purpose of the proposed parade is to provide an additional community event honoring our Nation's Birthday.

INTRODUCTION/BACKGROUND

Desiring further information about the proposed Parade and wanting an established MOU, at the May 18, 2023 City Council meeting, the Council unanimously approved postponing this agenda item until the June 1, 2023 Council meeting. On May 23, 2023, the Mayor and Interim City Manager were informed by FORHA that they no longer desire to conduct a co-sponsored golf cart parade on the 4th of July and have withdrawn their request.

Accordingly, this agenda item can be postponed indefinitely.

LEGAL ANALYSIS:

The City Attorney approved the resolution as to form.

PROPOSED MOTION:

I move to postpone indefinitely the consideration and action of co-sponsoring with FORHA a 4th of July 2023 Parade.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH DECLARING THE JULY 4, 2023, PARADE A PUBLIC PURPOSE; AUTHORIZING CITY STREET CLOSURES FOR THE EVENT; AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FAIR OAKS RANCH HOMEOWNERS' ASSOCIATION; PROVIDING REPEAL AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Fair Oaks Ranch, Texas is a Municipality created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and its Home Rule Authority; and

WHEREAS, the Texas Transportation Code grants the City authority to control and regulate the streets within the City; and,

WHEREAS, the Fair Oaks Ranch Homeowners' Association asks the City's consideration to be a co-sponsor for a 4th of July Golf Cart/ATV Parade; and,

WHEREAS, it is the desire of the City Council of the City of Fair Oaks Ranch, in the interest of the public, to co-sponsor a 4th of July Parade as a community event.

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

- Section 1.** The foregoing recitals are adopted and incorporated herein for all purposes.
- Section 2.** The City of Fair Oaks Ranch agrees to co-sponsor a July 4, 2023 Golf Cart/ATV Parade with the Fair Oaks Ranch Homeowners' Association.
- Section 3.** The Parade is declared a public purpose.
- Section 4.** The Fair Oaks Ranch Police Department is authorized to close required city streets during appropriate times.
- Section 5.** The City Manager is authorized to assign appropriate staffing to ensure adequate public safety services.
- Section 6.** The City Manager is authorized to execute a Memorandum of Understanding with the Fair Oaks Ranch Homeowners' Association designating responsibilities of each party and other pertinent information.
- Section 7.** 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 provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- Section 8.** 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 9. 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 10. This Resolution is effective upon its passage and approval.

PASSED, APPROVED, and ADOPTED on the 1st day of June, 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
June 1, 2023**

AGENDA TOPIC: Consideration and possible action terminating the declaration of local disaster and providing for an effective date
DATE: June 1, 2023
DEPARTMENT: Administration
PRESENTED BY: Gregory C. Maxton, Mayor

INTRODUCTION/BACKGROUND:

A proclamation declaring a local state of emergency was issued by the Mayor on February 17, 2023, following widespread tree and vegetation destruction resulting from Winter Storm Mara. City Council approved a resolution extending the declaration of local disaster on February 23, 2023. At the May 18, 2023, City Council meeting, Assistant City Manager Carole Vanzant announced that the citywide brush collection resulting from the storm was completed. As the conditions that necessitated this proclamation and resolution are resolved, the City is required to terminate the declaration of local disaster by resolution.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

N/A

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

TBD

LEGAL ANALYSIS:

Resolution approved as to form by the City Attorney.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution terminating the declaration of local disaster and providing an effective date.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH TERMINATING THE DECLARATION OF LOCAL DISASTER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on February 17, 2023, the Mayor, pursuant to the Texas Government Code, Chapter 418, (the "Texas Disaster Act") issued a proclamation declaring a local state of disaster for the City of Fair Oaks Ranch resulting from a severe weather storm producing an accumulation of ice in excess of one-half inch over a sustained period, significant tree canopy and vegetation destruction, and in which the resulting roadway debris created a public health and safety hazard; and,

WHEREAS, the conditions necessitating the proclamation of a local state of disaster have ceased to exist; and,

WHEREAS, the Texas Disaster Act provides that a local state of disaster may be terminated by the governing body of the political subdivision or by executive order of the mayor,

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

Section 1. The City Council as the governing body of the City of Fair Oaks Ranch hereby terminates the proclamation of a local state of disaster described in the preamble above.

Section 2. A public emergency exists requiring that this ordinance be passed formally on the date of its introduction; therefore, this ordinance shall take effect immediately upon its passage and approval by the mayor.

Section 3. 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 provisions of this resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This resolution shall be construed and enforced in accordance with the laws of the State of Texas.

Section 5. 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 6. 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 7. This resolution is effective upon its passage and approval.

PASSED, APPROVED, and ADOPTED on the 1st day of June 2023.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

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



Strategic Communications Plan

Casey Parker
Multimedia Communications Officer

We Will:

- Review Strategic Communications Priorities, Projects, and Programs as they were last presented to council.
- Discuss changes to the plan.
- Discuss status of the projects and programs outlined within the plan.

5.2.1

Create,
Coordinate, and
Lead Strategic
Communication
Efforts

Projects

- Publish And Promote Vision, Mission, And Goals On Web Platforms
- Establish Guidelines Regarding City Events

Programs

- Establish Quarterly Meetings with Department Heads
- Establish Monthly Departmental Communications Meetings

5.2.1: Progress Update



- 5.2.1.2** Monthly Departmental meetings with largest City departments are established and ongoing.
- 5.2.1.3** Mission & Vision Statements are visible on City's website.
- 5.2.1.4** Guidelines for promoting City events have been drafted and currently under review.

5.2.2

Develop Brand Identity and Credibility

Projects

- Implement Website Redesign
- Develop and Implement a Gateway Signage Program
- Develop and Disseminate City Style Guide

Programs

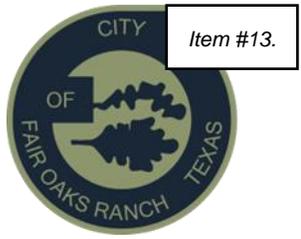
- Highlight City Council Members, City Staff, and City Leadership

5.2.2: Progress Update

- 5.2.2.1 We are now moving into the design phase of the Website Redesign.
- 5.2.2.2 Implementation phase of City Style Guide is in progress.
- 5.2.2.3 We have made it a practice to consistently highlight City leadership and staff to increase their visibility.
- 5.2.2.4 Implementation of the Gateway features program is still in early planning stages.



5.2.3



Create
Opportunities for
Resident
Engagement and
Participation

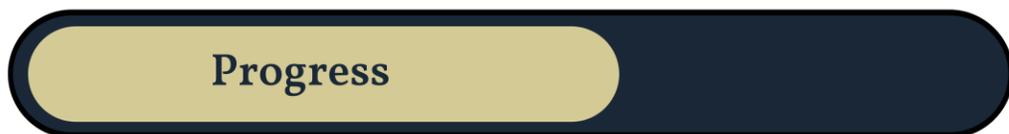
Projects

- Disseminate a Community Survey

Programs

- Develop and Analyze Digital Media Metrics
- Promote Town Hall Meetings
- Develop a Community Polls Program

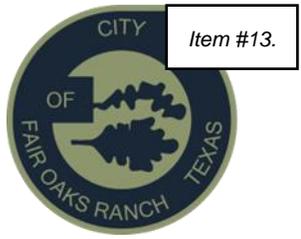
5.2.3: Progress Update



- 5.2.3.1** KPIs for measuring performance of online communications were developed in 2022 and are compiled monthly in a report.
- 5.2.3.2** We have had two successful town hall meetings.
- 5.2.3.3** We are currently in the early planning stages of creating a community survey.
- 5.2.3.4** The platform for developing and sending community polls has been identified.

5.2.4

Provide
Transparent and
Timely
Communication
to Media and
Public



Projects

- Develop a Process for Distributing Press Releases
- Designate or Establish a Public Information Officer

Programs

- Utilize a Consistently Updated Internal Editorial Calendar
- Create and Publish a Monthly Newsletter
- Promote Emergency Communications Platforms

5.2.4: Progress Update



5.2.4.1 Internal Editorial Calendar has been created using Asana.

5.2.4.2 We have identified a platform to begin drafting our monthly newsletter.

5.2.4.3 Regroup is actively being promoted in our weekly newsletter, on City social media, and offline at City events.

5.2.4.4 We have formalized a comprehensive list of our media contacts at various organizations.

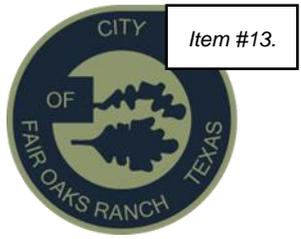
5.2.4.5 We have established our process for distributing information. This includes not only press releases, but also media advisories and full articles.

5.2.4.6 Public Information Officer designees are being reviewed.



5.2.5

Ensure a Well-Informed City Workforce



Projects

- Formalize Training of Staff Regarding City Services and Events
- Develop Campaigns on City Benefits, Training and Development, and Safety

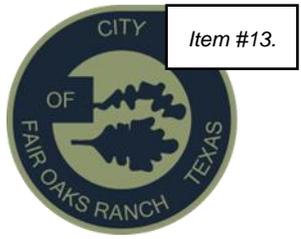
Programs

- Develop Mechanism to Regularly Communicate City Initiatives, Council Policy, and Management Updates
- Conduct Bi-Annual Meetings to Reinforce Internal Style Utilization

5.2.5: Progress Update



- 5.2.5.1** We are working to develop consistent standards and training for communicating with stakeholders.
- 5.2.5.2** With the City Style Guide almost completed, the annual staff trainings are expected to begin in the new fiscal year.
- 5.2.5.3** HR and Communications regularly sends internal emails and holds workshops to inform employees of City benefits.
- 5.2.5.4** Communications utilizes an internal editorial calendar to schedule and communicate updates related to council initiatives.



Questions?



Communications

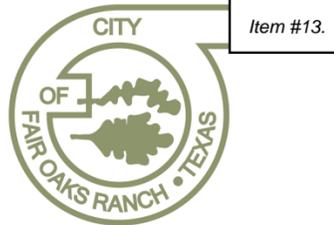
REPORT

April

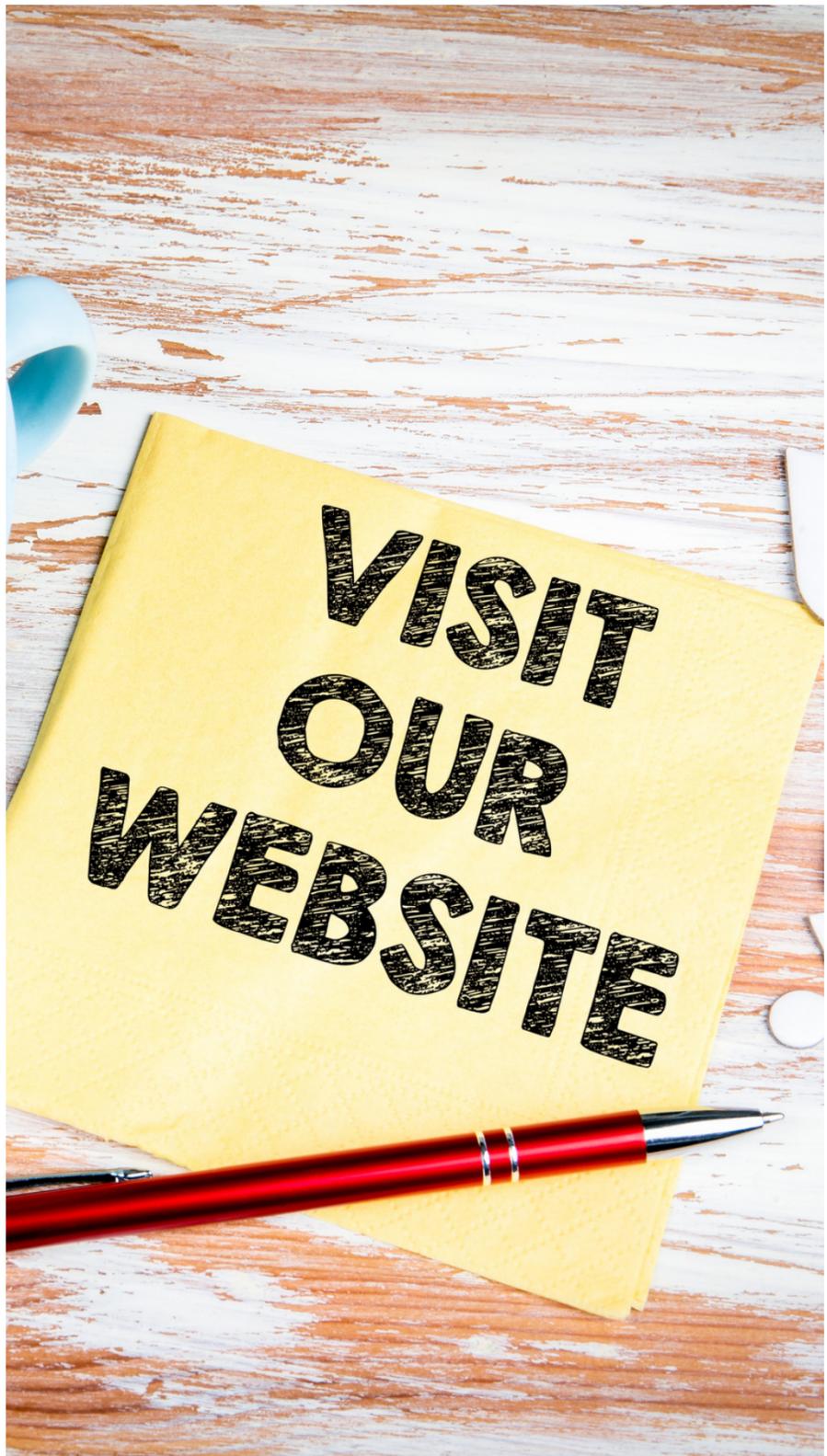
City of Fair Oaks Ranch

April Communications Report

Website Snapshot



How did our website perform in April 2023?



Total **Visitors** to Website
7,207

Average **Time** visitors Spent on Site
1m 39s

Total **# of** Pageviews
22,303

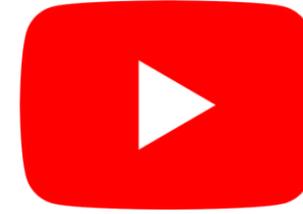
Total **Notification** Subscribers*
1919

- Top Pages
- **Newsflash**
 - **City Elections**
 - **Police**

*Notification subscribers is a total of all subscribers from Notify Me and Regroup

Live Videos
2

Videos



Created Videos
2

LIVE Streaming
City Council Meeting
April 6, 2023
6:30 pm.

LIVE Streaming
City Council Meeting
April 20, 2023
6:30 pm.

MAYOR'S RECAP
City Council Meeting
April 20, 2023
with Mayor Greg Maxton

MAYOR'S RECAP
City Council Meeting
April 6, 2023
with Mayor Greg Maxton

Live Video Totals
2.2 %
CTR
5.9K
Total Impressions
112
New Viewers

198
Views

8.9
Watch Time (hours)

14:14
Avg. View Duration

90.4%
Avg. Percentage Viewed

2:11
Avg. View Duration

100%
Likes vs. Dislikes

April - Social Media

Social Media Snapshot



How did our Social Media landscape look in April 2023?

Total Audience on Social

9,824

Total Reach on Social

66,523

Average Engagement Rate

8.35%

New Followers

52

Total # of Posts on Social

169

Amplification Rate

0.57%



Page Reach

25,708

Page Visits

2,181

Page Likes (new)

18

47K

Total Post Reach

18

New Followers

55 POST THIS MONTH

TOP POST



Fair Oaks Ranch named 4th Safest City

REACH: 5,804
 REACTIONS: 200
 SHARES: 22



The Battle Intense Sidewalk repair...

REACH: 15,696
 REACTIONS: 3
 SHARES: 2

ENGAGEMENTS

647

SHARES

55

LIKES

538



NextDoor
5.9K Members

Top Engagement

TOP POSTS



After

Battle Intense Sidewalk Repair



IMPRESSIONS

593



ENGAGEMENTS

13

Top Impressions

The City of Fair Oaks Ranch invites you to attend

TOWN HALL MEETING

TUESDAY, APRIL 18TH | 6:30 PM
SPRING CREEK UNITED METHODIST CHURCH

Join City Council, City officials, and your neighbors for community discussion on the wastewater treatment plant and disaster response!



IMPRESSIONS

1,595

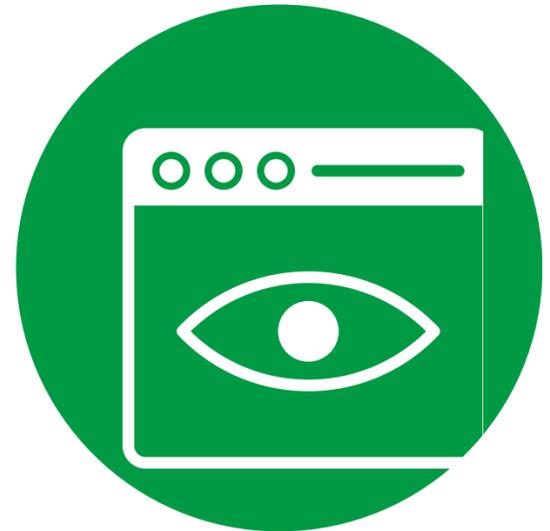


ENGAGEMENTS

2



3.8K
Claimed
Households



16.7K
Total
Impressions

37
POSTS

34
NEW
MEMBERS

66
ENGAGEMENTS



Twitter

236 Followers

TOP TWEET

39 Total # of Posts

100 Total Engagements



358 Impressions



19 Engagements



42.4% Engagement Rate

276 Profile Visits

Growth Rate
0 %

2111 Total Impressions



LinkedIn

228 Followers

0

NEW FOLLOWERS

34

Page views

22

Unique visitors

2.9%
GROWTH RATE

CTR

Click-Through-Rate tracks the amount of link clicks a post received. Tracked as a percentage of clicks/impressions.

CTR

11.5%

38

POSTS

778

IMPRESSIONS

Visitor Demographics

