



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, March 06, 2025 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. Swearing in of elected official: Jonathan Swarek, Council Member, Place 6

Gregory C. Maxton, Mayor

5. Presentation of a 5-Year Service Award to: Jennifer Hudson, HR Generalist; and Michael Maddox, Police Sergeant

Joanna Merrill, IPMA-SCP, Director of HR 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.

6. Approval of the February 20, 2025 Regular City Council meeting minutes

Christina Picioccio, TRMC, City Secretary

7. Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.003 Transportation Safety Advisory Committee of the City of Fair Oaks Ranch Code of Ordinances; providing for severability and repealing clauses; and an effective date

Carole Vanzant, CPM, Assistant City Manager

8. Approval of a resolution of the City Council of the City of Fair Oaks Ranch, Texas amending Resolution 2024-34 adopting the Fair Oaks Ranch Transportation Safety Advisory Committee Rules of Procedures; and providing for an effective date

Carole Vanzant, CPM, Assistant City Manager

9. Approval of a resolution to appoint members to fill places on the City of Fair Oaks Ranch Transportation Safety Advisory Committee

Christina Picioccio, TRMC, City Secretary

CONSIDERATION/DISCUSSION ITEMS

10. Consideration and possible action approving a final plat request from Green Land Ventures LTD for Stone Creek Ranch Unit 2B proposing 12 single-family residential lots

Lee Muñiz, P.E., CFM, Manager of Engineering Services

11. Consideration and possible action approving a resolution authorizing the execution of an agreement with Bueno Pro Services, LLC for the Dietz Elkhorn Road Sidewalk Improvement Project

Clayton Hoelscher, Procurement Manager

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

WORKSHOP

12. Interlocal Agreement with Bexar County Emergency Services District No. 4 for EMS Transport Services

Scott M. Huizenga, ICMA-CM, City Manager

REQUESTS AND ANNOUNCEMENTS

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

16. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas
17. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows

Sec. 551.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

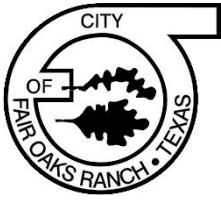
Signature of Agenda Approval: s/Gregory C. Maxton

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, March 3, 2025 and remained so posted continuously for at least 72 hours before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting.

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



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, February 20, 2025 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

1. Roll Call - Declaration of a Quorum

Council Present: Mayor Maxton and Council Members: Stroup, Rhoden, Olvera, and Parker

Council Absent: Council Member(s): Koerner

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 Harold Prasatik spoke in support of his requests to the Transportation Safety Advisory Committee regarding the Front Gate/Fair Oaks Parkway intersection. He asked Council to consider a traffic study, a pedestrian crossing area, pedestrian signage, additional speed limit signs, and all-way stop signs.

Resident Jim Roff spoke regarding the Boerne Ranch Estates, LCC agenda item listed under Executive Session. He believes it may be a procedural error and questioned whether litigation is currently ongoing. Mr. Roff believes it should be listed in open session if there is no litigation pending.

PRESENTATIONS

4. Government Communicators Day Proclamation

Mayor Maxton presented a proclamation in recognition of Government Communicators Day and further recognized Casey Parker, Multimedia Communications Officer.

5. Recognition of the Employee of the Quarter (Q1 - October 2024 through December 2024): Mark Kosta, Maintenance Technician

Joanna Merrill, PSHRA-SCP, Director of Human Resources and Communications, recognized Employee of the Quarter for Q1, Mark Kosta, Maintenance Technician

CONSENT AGENDA

6. Approval of the February 6, 2025 Regular City Council meeting minutes

7. Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas amending Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.002 of the City of Fair Oaks Ranch Code of Ordinances establishing yield signs in Setterfeld Estates

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

VOTE: 5 - 0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

8. Consideration and possible action approving the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.003 Transportation Safety Advisory Committee of the City of Fair Oaks Ranch Code of Ordinances; providing for severability and repealing clauses; and an effective date

MOTION: Made by Council Member Stroup, seconded by Council Member Parker, to approve the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.003 Transportation Safety Advisory Committee.

VOTE: 5 - 0; Motion Passed.

WORKSHOP

9. Transportation Safety Advisory Committee recommendations from the February 5, 2025 committee meeting

Carole Vanzant, CPM, Assistant City Manager, led a workshop with Council regarding recommendations from the Transportation Safety Advisory Committee. Chairperson Al Schmidt was also present to answer questions of the Council regarding the three submissions. The Council directed staff to:

Submission 1. – Request for placement of two radar feedback signs of Dietz Elkhorn (west)

- Install two radar feedback signs on west Dietz Elkhorn.
- For the budget, provide an analysis and priority list for radar feedback sign locations including: Keeneland, Meadow Creek Trail, and Front Gate.

Submission 2. – Request to reduce the speed limit on Dietz Elkhorn (west) to 30 mph

This item is still under committee consideration pending their request of existing data concerning the number of citations and speed.

- Mayor Maxton asked that only complete submissions/recommendations be included in future workshops.

Submission 3., 4., & 5. – Request for traffic and pedestrian improvements and median improvements at the intersection of Fair Oaks Parkway and Front Gate

- Install a double yellow line and reflectors in/around the median.
- Place intersection warning signs.
- Move the crossbar on Front Gate as far forward as legally possible.

- Monitor the area for a minimum of one month to evaluate the effectiveness of the traffic calming measures.
- Staff to evaluate the feasibility of a creating a northbound left-turn lane from Fair Oaks Parkway onto Front Gate without widening the pavement.

10. Personnel Policies Manual Revisions

Jim Williams, MBA, ICMA-CM, Assistant City Manager, led a workshop with Council regarding revisions to the Personnel Policies Manual. The Council directed staff to present updates in phases over multiple meetings, prioritizing the most urgent sections to ensure alignment with the City Charter, which requires all policies to be adopted by the Council.

REPORTS FROM STAFF AND COMMITTEES

11. 2024 Fair Oaks Ranch Police Department Annual Report

Todd Smith, Chief of Police, provided a presentation to Council on the 2024 Annual Police Report.

REQUESTS AND ANNOUNCEMENTS

12. Announcements and reports by Mayor and Council Members

Mayor Maxton announced that the roadwork on Battle Intense was postponed due to weather. The work is now tentatively scheduled to begin the week of March 10, 2025. Mayor Maxton also informed everyone that our PD is teaming up with the Boerne PD and the Kendall County Sheriff's office to host a Citizens Law Enforcement Academy. Classes will be held Wednesday evenings beginning March 19, 2025 and ending May 21, 2025. Interested parties should contact the Police Department for registration details. Finally, the Mayor alerted residents that the City is preparing for the possibility of precipitation over the weekend and treating streets out of an abundance of caution.

13. Announcements by the City Manager

City Manager Scott Huizenga informed Council that he had activated level 3 of the Emergency Operations in preparation that staff might need to respond to inclement weather although the chances are low. Mr. Huizenga also informed the Council that the compensation plan RFP resulted in 7 responsible bidders. The cost of the service came in significantly under budget and a work session with Council is expected to take place in spring with the entire process taking four to five months.

14. 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 closed 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:

- 15. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas
- 16. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows

Sec. 551.072 (Deliberation regarding real property)

- 17. 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

The Mayor adjourned the meeting at 8:19 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.003 Transportation Safety Advisory Committee of the City of Fair Oaks Ranch Code of Ordinances; providing for severability and repealing clauses; and an effective date

DATE: March 6, 2025

DEPARTMENT: Administration

PRESENTED BY: Consent Item: Carole Vanzant, CPM, Assistant City Manager

INTRODUCTION/BACKGROUND:

Many municipalities have transportation safety committees which review and discuss transportation matters in their communities before City Council consideration. At the City Council's May 2, 2024 workshop, Council Member Koerner led a discussion on establishing a Transportation Safety Advisory Committee ("TSAC"). Upon agreeing to the creation of said committee, Council Member Koerner offered to work with staff on the applicable ordinance for Council's consideration and action at a future meeting including a proposed committee rules of procedure.

Following are the actions taken relative to the formation and procedures of TSAC.

- June 20, 2024 City Council meeting - The City Council approved the first reading of an ordinance establishing TSAC. A draft committee Rules of Procedure ("Rules") providing for the committee composition, purpose, rules, and duties was provided.
- July 18, 2024 City Council meeting - The City Council approved the second reading of an ordinance establishing TSAC and approved a resolution adopting the Fair Oaks Ranch Transportation Safety Advisory Rules of Procedure.
- November 15, 2024 TSAC meeting - The committee members discussed the Rules and provided suggested amendments. Staff was asked to present an updated draft at the committee's next meeting.
- February 5, 2025 TSAC meeting - After performing a review of the amended Rules, the committee recommended approval to advance them to the City Council for consideration and action.

Two committee recommendations in the Rules require an amendment to the ordinance that established the Committee:

1. Change the committee composition to seven regular members from five regular and two alternates allowing for more committee representation from meeting to meeting.

- 2. Amend the ordinance to reflect the committee Rules that “sitting Council members may not serve on the Committee.” Committee composition is a City Council provision which appropriately belongs in the ordinance creating the committee.

City Council, on February 20, 2025, approved the first reading of an ordinance amending the Fair Oaks Ranch Code of Ordinances Section 1.08.003 Transportation Safety Advisory Committee.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- 1. Provides input from the Committee and citizens.
- 2. Provides more committee member representation.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve the second reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.003 Transportation Safety Advisory Committee.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.08 BOARDS, COMMISSIONS, AND COMMITTEES, SECTION 1.08.003 TRANSPORTATION SAFETY ADVISORY COMMITTEE OF THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND REPEALING CLAUSES; AND AN EFFECTIVE DATE

WHEREAS, Chapter 1, Article 1.08 of the City of Fair Oaks Ranch Code of Ordinances provides for city Boards, Commissions, and Committees, and

WHEREAS, on July 18, 2024, the City Council approved Ordinance 2024-09 establishing a Transportation Safety Advisory Committee (“committee”) to assist in the continuance of the city’s quality of life through a citizen-government partnership that promotes safe and secure public roads and walks, and

WHEREAS, said ordinance provides for a committee composition of five (5) regular members and two (2) alternates, and

WHEREAS, on July 18, 2024, the City Council approved Resolution 2024-34 adopting the Fair Oaks Ranch Transportation Safety Advisory Committee Rules of Procedure, and

WHEREAS, at the November 15, 2024 committee meeting, the committee provided recommended amendments to the adopted Rules of Procedure to include a membership composition amendment of seven (7) regular members and no alternates, and other administrative amendments, and

WHEREAS, at the February 5, 2025 committee meeting, after performing a review of the proposed amended Rules of Procedure, the committee recommended approval to advance the proposed Rules to the City Council for their consideration and action, and

WHEREAS, the City Council finds amending the Fair Oaks Ranch Code of Ordinances Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.003 Transportation Safety Advisory Committee is appropriate to align with the amended Rules of Procedure.

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

- Section 1.** Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.003 Transportation Safety Advisory Committee is hereby amended as set forth in the attached **Exhibit A**.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by

judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

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

Section 5. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

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

Section 7. All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.

Section 8. This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 20th day of February 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 6th day of March 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

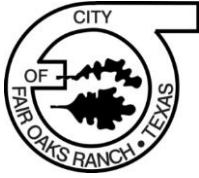
EXHIBIT A

Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.003 Transportation Safety Advisor Committee is hereby amended as follows:

[Deletions shown as strikethrough and additions shown as underscore]

Sec. 1.08.003 Transportation Safety Advisory Committee

- (a) The Fair Oaks Ranch Transportation Safety Advisory Committee is hereby established.
- (b) The Committee shall consist of ~~five (5)~~ seven (7) regular members and ~~two (2)~~ alternates who will serve staggered two (2) year terms, starting October 1, 2024.
- (c) Members serve at the will of the City Council and shall be resident citizens.
- (d) The City Manager will assign city staff as non-voting members to participate and support the Committee with the minimum representation from the Public Safety or Public Works department.
- (e) Sitting City Council members may not serve on the Committee.



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution of the City Council of the City of Fair Oaks Ranch, Texas amending Resolution 2024-34 adopting the Fair Oaks Ranch Transportation Safety Advisory Committee Rules of Procedures; and providing for an effective date

DATE: March 6, 2025

DEPARTMENT: Administration

PRESENTED BY: Consent Item: Carole Vanzant, CPM, Assistant City Manager

INTRODUCTION/BACKGROUND:

At the May 2, 2024, City Council workshop, Council Member Koerner led a discussion on establishing a Transportation Safety Advisory Committee (TSAC). At the July 18th regular meeting, the City Council approved an ordinance establishing the City of Fair Oaks Ranch Transportation Advisory Safety Committee.

Section 3 of the ordinance states the committee's Rules of Procedures shall be created, by resolution, and presented to the City Council for consideration and approval. On July 18th, the City Council approved Resolution 2024-34.

At the TSAC November 15 regular meeting, staff presented the adopted Rules of Procedures. After the committee members review and discussion, staff was asked to provide an updated draft at the next committee meeting. At the Committee's February 5, 2025 meeting, the committee requested minor edits and recommended amended Rules to City Council for their consideration and action.

The attached proposed resolution includes the following amendments:

- Section 1 Provides an additional statement on the purpose of the Rules of Procedures.
- Section 2 Changes the composition of the Committee to seven regular members. All references to alternate members have been removed.
- Section 4 Removes reference of LGC Chapter 211 (Zoning Authority). Adds who is responsible for presenting Committee recommendations to the City Council.
- Section 5 Provides enhanced clarity on the purpose and duties of the Committee.
- Section 8 Clarifies how agenda items should be followed and provides a procedure for redundant requests.
- Section 12 Provides additional details on the process of addressing the Committee.
- Section 13 Adds staff to review submittals to ensure compliance with the Transportation Code.
- Section 16 Removes the provision requiring two meetings to recommend denial of a request.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- 1. Allows for the Committee to propose amendments to its Rules of Procedures.
- 2. Provides clarity in the general rules governing how the Committee works, covering topics such as agendas, minutes, members, duties, etc.
- 3. Ensures compliance with laws and regulations.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not Applicable

LEGAL ANALYSIS:

Approved as to form

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution of the City Council of the City of Fair Oaks Ranch, Texas amending Resolution 2024-34 adopting the Fair Oaks Ranch Transportation Safety Advisory Committee Rules of Procedures.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AMENDING RESOLUTION 2024-34 ADOPTING THE FAIR OAKS RANCH TRANSPORTATION SAFETY ADVISORY COMMITTEE RULES OF PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On July 18, 2024, the City Council of the City of Fair Oaks Ranch, by ordinance, established the Fair Oaks Ranch Transportation Safety Advisory Committee, and

WHEREAS, Section 3 of the ordinance requires the committee’s procedures be created, by resolution, and presented to the City Council for consideration and approval, and

WHEREAS, on July 18, 2024, the City Council of the City of Fair Oaks Ranch approved Resolution 2024-34 adopting the Fair Oaks Ranch Transportation Safety Advisory Committee Rules of Procedures, and

WHEREAS, on February 5, 2025, members of the Transportation Safety Advisory Committee proposed amendments to the Rules and recommended advancement to the City Council for consideration and possible action, and

WHEREAS, after careful review and consideration, the City Council deems it appropriate to amend the Transportation Safety Advisory Committee’s Rules of Procedures.

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

- Section 1.** The Fair Oaks Ranch Transportation Safety Advisory Committee Rules of Procedure is adopted as set forth in the attached, as “**Exhibit A.**”
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 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.** That 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, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

Section 6. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 6th day of March 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

The Transportation Safety Advisory Rules of Procedures is hereby amended as follows:

[Deletions shown as strikethrough and additions shown as underscore]

EXHIBIT A
CITY OF FAIR OAKS RANCH
TRANSPORTATION SAFETY ADVISORY COMMITTEE
RULES OF PROCEDURES

1.0 Statement

It is hereby declared that the appointment to the Transportation Safety Advisory Committee is a distinct honor and the trust imposed in the appointee involves the corresponding obligation of the appointee to serve the community by regular attendance and participation in the proceedings of the body. This document describes the procedures to be used to carry out the Committee's mission.

2.0 Creation and Membership

- 2.1** The Transportation Safety Advisory Committee ("TSAC") was established, under Ordinance 2024-09, and members serve at the will of the City Council. Appointments and reappointments to the Committee shall be made annually based on the term expiration and expressed interest of members to continue to serve, or at such other times as may be authorized by State Law. Members, ~~including Alternates,~~ shall be residents of Fair Oaks Ranch ~~resident citizens~~. Terms shall coincide with the City's fiscal year (October 1 through September 30). Appointments to fill unexpired terms will be made on an as needed basis.
- 2.2** The Committee shall consist of ~~five (5)~~ seven (7) members who shall be appointed by majority vote of the City Council. The members shall serve for a term of two (2) years, staggered, and are subject to removal for cause by City Council. Each member shall occupy a place on the Committee, such places being numbered 1 through ~~5~~ 7. A vacancy on the TSAC ~~shall~~ may be filled for the unexpired term by the City Council.
- 2.3** ~~City Council by majority vote shall appoint two (2) individuals as alternate Committee members to serve in the absence of one (1) or more regular members when requested to do so by the Chairperson or by the City Manager or designee. An alternate member serves for the same period as a regular member and is subject to removal in the same manner as a regular member. Alternates shall be Fair Oaks Ranch citizens. A vacancy among the alternate members is filled in the same manner as a vacancy among the regular members.~~
- 2.4** The City Manager shall assign city staff as non-voting members to participate and support the Committee with the minimum representation from Public Safety ~~or~~ and Public Works or other departments.
- 2.5** Staff should develop and lead orientation sessions at the beginning of new terms of office for new ~~and alternate~~ Committee members. If a seat becomes vacant and a new member(s) are appointed to complete an unexpired term, the new member(s) should also be provided an orientation session.

2.6 All members, ~~including alternates,~~ are encouraged to attend every called meeting of the TSAC. ~~If necessary, the Chairperson will call an alternate member (s) to serve prior to taking a meeting Roll Call.~~

2.7 ~~Sitting City Council members are prohibited from serving on the Committee.~~

3.0 Officers

3.1 The Committee shall select from among its members in their first meeting of the fiscal year following new appointments, a Chairperson and Vice-Chairperson to serve for a period of one (1) year.

3.2 If either the Chair or Vice-Chairperson position becomes vacant, a majority of the remaining members who are present ~~and voting~~ shall appoint an existing Committee member to complete the unexpired term of the vacant position.

3.3 In the absence of both the Chairperson and Vice-Chairperson at a scheduled meeting the Committee shall elect an Acting Chairperson.

4.0 Officers Duties

4.1 The Chairperson shall preside over all posted meetings and perform all Committee duties as required by Chapter 551, Texas Government Code (also known as the Texas Open Meetings Act) and other applicable laws as advised by staff.; ~~Chapter 211, Texas Local Government Code, and Chapter 551, Texas Government Code.~~

4.2 The Vice-Chairperson shall assume all duties of the Chairperson in the absence of the Chairperson.

4.3 The Chairperson shall present Committee recommendations to the City Council. The Chairperson may designate a committee member or the staff liaison to present recommendations.

5.0 Purpose and Duties of the Committee

5.1 The purpose and duties of the Transportation Safety Advisory Committee is to:

- Improve the city’s quality of life through a citizen-government partnership that promotes transportation safety.
- ~~Review transportation (vehicles, bicycles, pedestrians, etc.) safety issues submitted to the Committee either by citizens or by city staff.~~
- ~~Provide recommendations to the City Council with respect to means of transportation involving city-owned roadways, walks, paths, etc. including, but not limited to, the following:~~
- Review transportation (vehicles, bicycles, pedestrian movements, etc.) safety issues related to public transportation infrastructure properly submitted to the Committee either by Fair Oaks Ranch citizens or by the City, and after due consideration and affirmative Committee vote, recommend action for City Council consideration, if applicable.

Examples include:

- Changes to traffic patterns

- Poor sight distance at intersections
 - Crosswalks
 - No Parking zones
 - Yield and stop signs
 - Speed limit increases and decreases
 - Hike and bike lanes; and/or,
 - Speed limiting devices.
- Direct citizen requests regarding private roadways, walks, and paths within the city to the appropriate organization (e.g. Country Club, FORHA, gated community HOA, etc.).
 - Advise the City Council and provide recommendations regarding the overall planning and programming of transportation safety improvements.
 - Additional duties, as directed by the City Council, may include, but are not necessarily limited to, the following:
 - Develop materials needed for promotion of transportation safety.
 - Create and review annually a transportation safety plan for the City.
 - Review proposed transportation safety ordinances and make recommendations to the City Council.
 - ~~All other duties as the City Council may direct.~~

6.0 Meeting Rules of Order

- 6.1 The Committee shall follow and abide by the current edition of the Roberts Rules of Orders on file in the City Secretary’s office.
- 6.2 The Chairperson shall rule on all points of order.
- 6.3 The Committee may overrule the Chairperson on points of order by a two-thirds (2/3) vote of members present.

7.0 Quorum

- 7.1 A quorum shall consist of ~~three (3)~~ four (4) members. ~~Alternate members shall be considered as a voting member for purposes of a quorum when regular members are not present.~~
- 7.2 ~~No matters may be handled~~ Committee agenda items may not be acted upon without the presence of a quorum.
- 7.3 ~~All votes shall be~~ An affirmative vote is required by a majority of members present at a meeting to act upon Committee matters except as otherwise stated in these rules or applicable statute.

8.0 Agendas

- 8.1 Meeting agendas shall be prepared by the City Secretary’s office for each meeting. A copy of the agenda, at the minimum, shall be posted at the meeting location as required by law for a period of seventy-two (72) hours prior to the meeting.
- 8.2 ~~All meetings~~ The Chairperson shall follow, as closely as possible, the posted agenda taking the items in the posted numerical order. ~~Agendas may be amended by the Chairperson as to order of items, during the called meeting, but not as to content.~~

The Chairperson may take items out of order to accommodate the needs of the Committee, staff, and meeting participants.

- 8.3 Committee members can suggest agenda items to be placed on a future agenda which fall under the scope of TSAC. Committee’s duties and with sufficient notice for staff availability, if warranted. Timing of placement of the item is dependent on availability of staff should staff work be required.
- 8.4 ~~No request or application shall be considered beyond the next regular meeting.~~ Once an item has been heard and finally acted upon by the Committee, it cannot be reheard for a period of 365 days from the day the Committee heard the item, unless new pertinent safety information is provided either by the requester who initially brought the issue forward or by staff.
- 8.5 City staff may make a recommendation on agenda items and may present findings or information as needed or requested by the Committee or City Manager

9.0 Meeting Minutes

- 9.1 Minutes, ~~paper, and voice recordings,~~ of all regular and special meetings shall be ~~kept in~~ maintained by the City Secretary’s office and are subject to amendment and ratification by the Committee at a regular meeting.
- 9.2 The minutes of the Committee's proceeding shall be record minutes showing the overall vote, or if a member is absent or fails to vote, shall reflect that fact.
- 9.3 The Chairperson or Vice-Chairperson, in the absence of the Chairperson, will sign the approved minutes.

10.0 Regular Meetings

- 10.1 The Committee shall meet quarterly or more frequently at the Fair Oaks Ranch Municipal Complex or another location when properly posted, as required by law, for a period of seventy-two (72) hours. All meetings shall be open to the public.
- 10.2 Dates and time of the regular and special meetings shall be set by the Committee, in coordination with the City Manager or his/her designee. Under special circumstances the Committee may cancel or reschedule a meeting date and/or time.
- 10.3 Any Committee member missing two (2) consecutive regularly scheduled meetings without a valid excuse, provided to the Chairperson, which includes illness, death in the family, scheduled family vacation, or emergency shall be subject to dismissal by the Council from the Committee. The Chairperson has the responsibility of reporting any committee member’s proposed dismissal to the City Council for their consideration.
- ~~10.4 City staff may make a recommendation on agenda items and may present findings or information as needed or requested by the Committee or City Manager.~~

11.0 Special Meetings

- 11.1 When needed and in coordination with the City Manager, special meetings may be called by the Chairperson, at the request of two (2) or more members, or by a majority of the Committee at any previous meeting.
- 11.2 Special meetings must be posted in accordance with the Texas Open Meetings Act.

12.0 Addressing the Committee

- ~~12.1. Persons desiring to address the Committee may sign, The Committee shall hear from persons who signed in prior to the start of a meeting, on a form provided by the City Secretary's office.~~
- ~~12.2. Persons who desire to address the Committee will be called to the podium by The Chairperson will call the person who desires to address the Committee to the podium at the appropriate time and will follow the guidelines below:~~
- A. Ask the speaker to state their name, whether they are a citizen of the City of Fair Oaks Ranch, address and/or whether they are representing a person or an organization.
 - B. Ensure the speaker is courteous in language and deportment and can be heard clearly.
 - C. Address all applicable statements and questions of the speaker. ~~to the Chairperson.~~
 - D. Limit speaker comments to 5 minutes.
 - E. Allow Committee members to question or ask/provide clarification from the speaker regarding specific statements made by the speaker.
 - F. Allow Committee members to question or ask clarification from staff.
- ~~12.3. The Chairperson may interrupt a speaker to redirect or terminate remarks when they are not relevant to the matter before the Committee, or when the Chairperson determines the remarks to be out of order.~~
- ~~12.4. The Committee shall not deliberate on any item that is not on the agenda, and for such an item, members of the Committee may either: (1) make a statement of fact regarding the item; (2) make a statement concerning the policy regarding the item; or (3) if applicable, propose that the item be placed on a future agenda.~~
- ~~12.5. Committee members may question or ask/provide clarification from the speaker regarding specific statements made by the speaker.~~

13.0 Staff Responsibilities

- ~~13.1 The City Manager or designee shall be responsible for providing the Committee with the necessary professional, technical, and clerical services, among which, shall be the following:~~
- A. Prepare and ~~submit~~ post agenda packets, staff reports, and any special projects;
 - B. To the extent necessary, introduce and factually explain items on the agenda;
 - C. Review applicable Transportation Code provisions and other regulations to ensure intent of the submittals are appropriate;
 - D. Coordinate the services of all staff including public information requests for and on behalf of the Committee;
 - E. Have custody and maintain all Committee records; and,
 - F. Attend to all official Committee correspondence and communications.

14.0 Written Request Required

14.1 Every submittal for Committee review and recommendation shall be made in writing on a city application form provided by the City Secretary’s office. The request shall be complete in all respects before being accepted by the City Secretary office.

15.0 Conflict of Interest Rules

15.1 Any member who concludes that they may have a conflict of interest on a matter defined in Local Government Code Chapter 171 shall file an affidavit stating the nature and extent of the conflict of interest with the City Secretary and shall abstain from further participation (e.g., voting on or discussing) in the matter at hand.

16.0 Motions

16.1 A motion may be made by any member present at the meeting.

16.2 A motion to recommend approval requiring City Council action shall require a majority favorable vote of the members present. Failure of the Committee to secure a majority concurring vote to recommend approval ~~at said next regular meeting~~ shall be recorded in the minutes as a denial of the proposal under this rule.

17.0 Miscellaneous

17.1 ~~All members of the Committee are encouraged to obtain as much information on all requests as possible, including inspection of affected properties, from the City Manager or designee.~~

All members of the Committee are encouraged to review the agenda packet and if desired, inspect the affected properties, in advance of the meeting. Contact the City Manager or designee when additional information is sought.

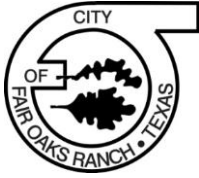
18.0 Records

18.1 In accordance with the City's adopted records retention schedule, applicable original Committee records shall be retained as a part of the permanent record.

18.2 Official records and citizen requests filed for Committee action in regular or special meetings shall be on file in the City Secretary’s office and by appointment, shall be open to public inspection during customary working hours.

19.0 Amendments

19.1 This document may be amended, in whole or in part, by a majority vote of the members of the City Council ~~present at a scheduled City Council meeting~~.



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution to appoint members to fill places on the Transportation Safety Advisory Committee (TSAC)

DATE: March 6, 2025

DEPARTMENT: City Secretary

PRESENTED BY: Consent Item: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

On July 18, 2024, the City Council approved Ordinance 2024-09 establishing a Transportation Safety Advisory Committee (TSAC). The committee consists of five regular and two alternate members with staggered two-year terms.

At the regular City Council meeting on September 19, 2024, Council appointed members to Regular Places 1-5 and Alternate Places 1 and 2.

During the November 15, 2024 TSAC meeting, members discussed the Rules of Procedure and proposed amendments, including changes to the committee composition. On February 5, 2025, the Committee recommended eliminating the alternate positions and expanding the committee to seven regular members.

At their February 20, 2025 meeting, City Council approved the first reading of an ordinance implementing this change. The two alternate members, Sharon Brimhall and Josh Cooke, agreed to serve as regular members. This resolution formally appoints them to Regular Places 6 and 7, respectively, contingent on the approval of the ordinance's second reading on March 6, 2025.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Having all the Board's seats filled ensures community input as citizen decisions influences and preserves the community's values.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Resolution approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution appointing:

Sharon Brimhall to Regular Place 6 and Josh Cooke to Regular Place 7 on the City of Fair Oaks Ranch Transportation Safety Advisory Committee.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS APPOINTING MEMBERS TO FILL REGULAR PLACES 6 AND 7 ON THE CITY OF FAIR OAKS RANCH TRANSPORTATION SAFETY ADVISORY COMMITTEE

WHEREAS, under Ordinance 2024-09, the Fair Oaks Ranch City Council established the City of Fair Oaks Ranch Transportation Safety Advisory Committee which appointed five Regular and two Alternate Members on the Committee, and

WHEREAS, on March 6, 2025 Ordinance 2024-09 was amended to change the composition of the Committee by eliminating the Alternate membership and making all seven members Regular members, and,

WHEREAS, the two current alternate members, Sharon Brimhall and Josh Cooke, have expressed their willingness to continue serving as regular members, and

WHEREAS, the City Council desires to formally appoint Sharon Brimhall and Josh Cooke to Regular Places 6 and 7, respectively, on the Committee, effective upon adoption of this resolution.

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

- Section 1.** The City Council hereby finds that the following qualified citizen volunteers are appointed as Regular members: Sharon Brimhall, Place 6 and Josh Cooke, Place 7.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 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.** That 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, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 6th day of March 2025.

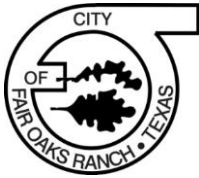
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney



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

AGENDA TOPIC: Consideration and possible action approving a final plat request from Green Land Ventures LTD for Stone Creek Ranch Unit 2B proposing 12 single-family residential lots
DATE: March 6, 2025
DEPARTMENT: Public Works and Engineering Services
PRESENTED BY: Lee Muñiz, P.E., CFM, Manager of Engineering Services

INTRODUCTION/BACKGROUND:

The Stone Creek Ranch subdivision development is generally located northwest of the intersection of Rolling Acres Trail and Ammann Road. This development contains five (5) units – Units 1, 1A, 2A, 2B, and 2C. Units 1, 1A, 2A, and 2C have been recorded. Unit 2B is the only remaining section that is not platted. An aerial view of Stone Creek Ranch, including Unit 2B, is shown in **Exhibit A**. The Master Plan of the entire development is included as **Exhibit B**.

This final plat creates 12 residential lots. The lots are approximately one acre in size and street access to the subdivision is provided from Ranch Heights. The subject parcel area is zoned Existing Residential 2 (R2). The final plat review is based on the requirements of the previous Subdivision Regulations which was in effect at the time of the approval of a 2008 water supply agreement.

The 2008 water supply agreement between the City and Green Land Ventures LTD was amended in March 2024 to increase the number of single-family residential lots from 238 to 247. Approval of the final plat for Unit 2B brings the total number of lots to 247.

On October 3, 2024, the City Council approved the Unit 2B preliminary plat with the following conditions:

- 1. The variance to reduce the required minimum street frontage shall apply only to the three residential lots that do not meet the 150-foot requirement.
- 2. The applicant shall verify that the increased runoff resulting from the proposed development will not have an adverse impact on other properties or drainage systems.

The applicant has satisfied both conditions in the final plat submittal.

On February 13, 2025, the Planning and Zoning Commission recommended approval of the Stone Creek Ranch Unit 2B Final Plat. The complete Final Plat Application is attached as **Exhibit C**.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve the final plat for Stone Creek Ranch Unit 2B.

Exhibit A Aerial Map

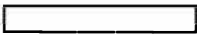
Item #10.

Stone Creek
Ranch including
Unit 2B

Legend

-  Unit 2B
-  Parcels



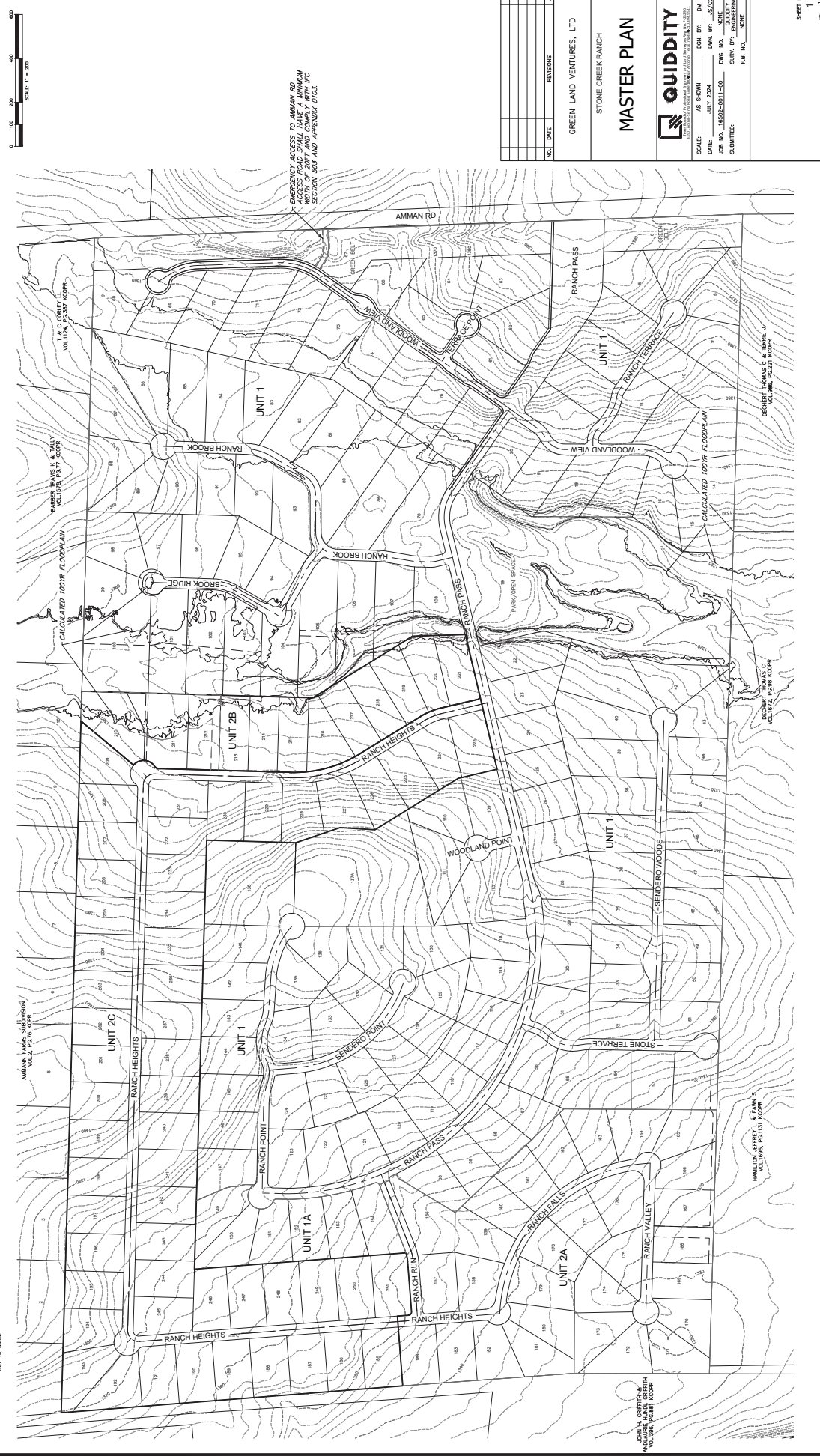
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Esri Community Maps Contributors, Texas Parks & Wildlife, CONANP, Esri,
TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA,
USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar

Disclaimer – The City of Fair Oaks Ranch (COFOR) does not guarantee the accuracy, adequacy, completeness, or usefulness of any information. COFOR does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS Data. The GIS data, cartographic products, and associated applications are not legal representations of the depicted data. GIS data is derived from public records that are constantly undergoing revision. Under no circumstances shall COFOR products be used for final design purposes. COFOR provides this information on an "as is" basis without warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. COFOR assumes no responsibility for anyone's use of the information.



EXHIBIT B



NO.	DATE	REVISIONS	APR.

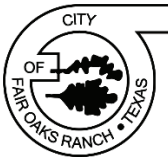
GREEN LAND VENTURES, LTD
STONE CREEK RANCH
MASTER PLAN

QUIDDITY
SURVEYING & ENGINEERING
10000 170th Ave SE, Suite 1000
Bellevue, WA 98007
TEL: (206) 835-1000
WWW: WWW.QUIDDITY.COM

SCALE: AS SHOWN DIM: HP: DIM
DATE: 03/01/2024 DIM: HP: 3500
JOB NO.: 14632-001150 DIM: HP: 3500
SUBMITTED: DATE: 03/01/2024
FPA NO.: NONE

SHEET NO. 1

2022 Jones | Center



7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015
PH: (210) 698-0900.FAX: (210) 698-3565. awade@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 2B/Located approximately Acreage: 13.671
Brief Description of Project: Low density single family residential subdivision
Is property platted? [X]No []Yes Subdivision name: Stone Creek Ranch Unit 2B No. of Lots: 12
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: Varie Bed #: Varie Bath #: Varie Car Garage #: Varies
Water System []Well [X]Public Flood Zone: [X]Yes []No Sewer System: [X]Septic []Public

PROPERTY OWNER INFORMATION

Owner: Green Land Ventures, LTD Contact Name: Jeff Hutzler
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: Courtney Just Contact Name: Quiddity Engineering, LLC
Address: 601 Northwest Loop 410, Suite 453 City/State/ZIP: San Antonio/TX/78216
Phone: 210-546-0056 E-mail: cjust@quiddity.com

Signature: [Handwritten Signature] Date: 1/13/2025
Print Name: Jeff Hutzler

(Signed letter of authorization required if the application is signed by someone other than the property owner)

*****OFFICE USE ONLY*****
DATE REC'D: 01/17/2025 BY: Lee Muñoz, P.E., CFM
FEES PAID: \$1200.00 APPROVED BY:
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.

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 (Refer to UDC Section 4.2 (3))
- 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/Clearing Permit - Form S23

Miscellaneous Permits

- Appeal of Denial of Sign Permit
- Master/ Common Signage Plan* - Form S24
- Right-of-Way Construction* - Form S25

Building Permits Related

For the following permits, please visit: <http://fairoaksranchtx.org/77/Building-Codes>

Commercial

New/Remodel/Addition

Residential

New Home

Remodels/Additions

Detached Buildings

Others

Fence

Solar Panels

Swimming Pools

Backflow Device/Irrigation System

Signs

Master/ Common Signage Plan

Water Heater or Water Softener

Miscellaneous

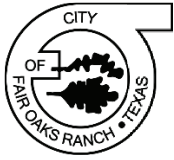
*These types of applications require additional information as listed in the Specific Application Form.

** 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
- A copy of proof of ownership (recorded property deed or current year tax statements)

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

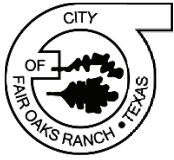


S11 SPECIFIC APPLICATION FORM - FINAL PLAT

Section 3.8 (5) of the Unified Development Code

All documents shall be sent via email or through ShareSync/FTP file. 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.
 - A copy of approved sets of construction plans.
 - Concept plan approval (if required).
 - A title report.
 - A copy 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



7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

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

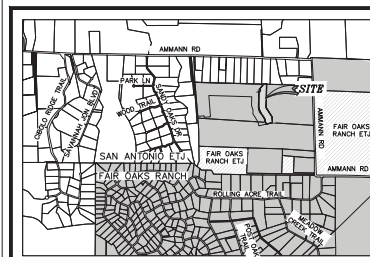
the owners and by any holders of liens against the land. The dedications must be absolute. In lieu of a separate document, a note on the face of the plat meeting all of the above requirements is acceptable.

- 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.



- LOCATION MAP**
NOT-TO-SCALE
LEGEND
- KCDR KENDALL COUNTY DEED RECORDS
 - KCDPR KENDALL COUNTY OFFICIAL PUBLIC RECORDS
 - KCCR KENDALL COUNTY PLAT RECORDS
 - KCDPR KENDALL COUNTY DEED PLAT RECORDS
 - BSL BUILDING SETBACK LINE
 - CVE CLEAR VISION EASEMENT
 - EGETC ELECTRIC, GAS, TELEPHONE, & CABLE TV EASEMENT
 - ESMT EASEMENT
 - DE DRAINAGE EASEMENT
 - (LOT) OVERALL DIMENSION
 - CL CENTER LINE
 - AC ACRE
 - CB COUNTY BLOCK
 - VOL VOLUME
 - PG PAGE
 - R.O.W. RIGHT-OF-WAY
 - V.N.A.E. VEHICLE NON-ACCESS EASEMENT
 - FF MINIMUM FINISHED FLOOR ELEVATION
 - EXISTING GROUND CONTOUR
 - EASEMENT
 - PLAT BOUNDARY
 - LOT LINE
 - FEMA FLOODPLAIN ZONE A (FIRM 48259C0420Z)
 - 100 YR ULTIMATE WATER SURFACE ELEVATION (WSE)
 - 1% AC FLOOD HAZARD AREA PENDING FEMA APPROVED LOMR
- 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 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.
- 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 EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
 - 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 RESTORATION IS REASONABLE IN ACCORDANCE WITH THE UTILITY USUAL AND CUSTOMARY PRACTICES.
 - THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

FENCE NOTES:

ACCESS TO EASEMENTS, DRAINAGE EASEMENTS ARE NOT PERMITTED TO BE ENCLOSED BY A FENCE OR GATE, EXCEPT TO CONTAIN A BASIN OR POND IN ACCORDANCE WITH TCEQ, ALL FENCES CROSSING AN EASEMENT WILL HAVE DOUBLE SWING GATES TO ALLOW READY ACCESS TO THE EASEMENT. THE MINIMUM WIDTH OF THE OPENING WILL BE NO LESS THAN 16 FEET.

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

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 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 RANCH CITY COUNCIL.

LICENSED PROFESSIONAL ENGINEER
COURTNEY B. JUST, PE
LICENSE NUMBER 152415

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. TROUBADAR, RPLS
LICENSE NUMBER 6241

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.

GENERAL NOTES

- ALL EXTERIOR 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).
- 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 MATERIAL) PRIOR TO LOT SALES.
- THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204), AS ESTABLISHED BY GLOBAL POSITIONING SYSTEM. THE GRID TO SURFACE SCALE FACTOR FOR ALL DISTANCES IS 1.00076.
- ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD'88).
- PRIVATE STREETS & EASEMENTS: THE PRIVATE STREET (LOT 999) IS AN E.G. DRAINAGE, WATER, AND UNDERGROUND UTILITY EASEMENT.
- THE MAINTENANCE OF ALL PRIVATE STREETS, DRAINAGE EASEMENTS 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 RESPONSIBILITY OF THE CITY OF FAIR OAKS RANCH OR KENDALL COUNTY.
- FLOODPLAIN VERIFICATION: A PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP PANEL: 48259C0420Z, EFFECTIVE DATE DECEMBER 17, 2010. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS. FINISHED FLOOR ELEVATIONS ARE SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.
- THE AREA WITHIN THIS PLAT IS ZONED EXISTING RESIDENTIAL 2 (R2).
- THE OPEN SPACE REQUIREMENT OF CHAPTER 10 OLD SUBDIVISION REGULATIONS SECTION 7 "PRIVATE OPEN SPACE DESIGNATION" HAS BEEN MET FOR THE STONE CREEK RANCH SUBDIVISION.
 - TOTAL OPEN SPACE REQUIRED: 2.42 ACRES
 - TOTAL OPEN SPACE PROVIDED: 25.69 ACRES

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 PAVEMENT.

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

VARIANCE NOTE: THE CITY COUNCIL AT THEIR MEETING OF OCTOBER 3, 2027 APPROVED A VARIANCE TO REDUCE THE REQUIRED MINIMUM STREET FRONTAGE FROM 150 FEET TO 108 FEET FOR LOTS 219, 220, AND 221 IN THE PROPOSED STONE CREEK RANCH UNIT 2B SUBDIVISION.

WATER SUPPLY AGREEMENT NOTE: GREEN LAND VENTURES AND THE CITY OF FAIR OAKS RANCH EXECUTED THE 2008 WATER SUPPLY AGREEMENT ON SEPTEMBER 2, 2008. GREEN LAND VENTURES AND THE CITY OF FAIR OAKS RANCH EXECUTED THE FIRST AMENDMENT OF THE 2008 WATER SUPPLY AGREEMENT ON MARCH 22, 2024.

DRAINAGE NOTES:
DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, EMBANKMENTS, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES.

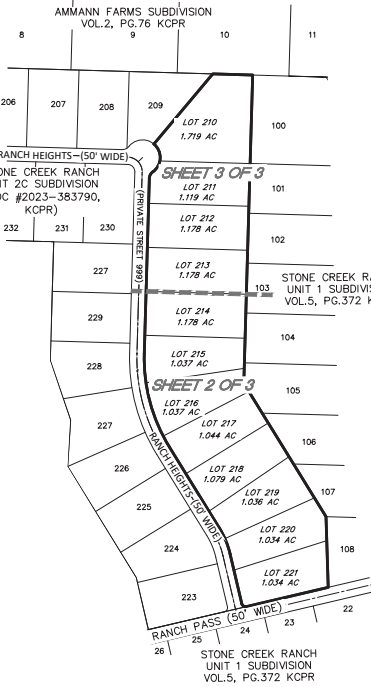
(THE "DRAINAGE SYSTEM")

TOGETHER WITH RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATION, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO CREATE AND/OR DREDGE A STREAM COURSE, REFILL OR DIG OUT SUCH STREAM COURSE; ESTABLISH OR CHANGE STREAM, CULVERTS, WATER GATES, 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 ANY ADDITIONAL LIABILITY WHATSOEVER FOR THE EFFECTS OF FLOOD, STANDING WATER, OR DRAINAGE ON OR THE PROPERTY, OR ANY OTHER PROPERTY OR PERSONS THAT MIGHT BE AFFECTED BY SAID STREAM, WASH, OR GULLY IN ITS NATURAL STATE OR AS CHANGED BY THE CITY.

- 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 EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
- 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 RESTORATION IS REASONABLE IN ACCORDANCE WITH THE UTILITY USUAL AND CUSTOMARY PRACTICES.
- 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 FENCES CROSS DRAINAGE EASEMENTS.

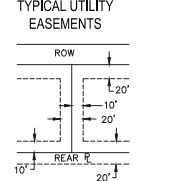
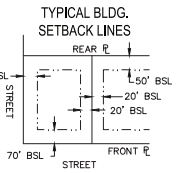
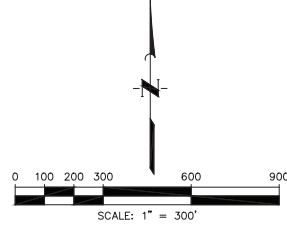


LINE TABLE

LINE	BEARING	DISTANCE
L1	S 42°36'28" W	150.89'
L2	S 06°17'02" E	442.58'
L3	S 29°07'36" E	142.02'
L4	S 58°09'17" E	158.68'
L5	S 86°14'53" E	111.81'
L6	S 47°29'31" E	92.88'
L7	S 08°13'12" E	78.14'
L8	S 35°17'21" W	81.88'
L9	S 76°05'14" W	71.91'
L10	S 44°01'32" W	51.58'
L11	S 04°20'46" E	140.58'
L12	S 01°33'48" E	108.17'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	DELTA ANGLE	TANGENT
C1	14.00'	21.99'	19.80'	N 58°13'32" E	90°00'00"	14.00'
C2	300.00'	96.49'	96.68'	S 22°26'24" E	18°25'44"	48.67'
C3	575.00'	334.17'	328.48'	N 15°00'20" W	33°7'53"	171.95'
C4	30.00'	27.40'	26.46'	N 27°48'31" E	5°79'48"	14.74'
C5	60.00'	108.88'	94.54'	N 01°59'22" E	103°58'02"	76.75'



AN EASEMENT IS GRANTED TO THE OWNERS OF THE WATER ELEMENT, RELAYING AND CARRYING THE UTILITIES BRING 20 FEET ALONG THE FRONT AND SIDE LINES FRONTAL ON STREETS OF EACH LOT AND 10 FEET ALONG THE SIDE AND BACK LOT LINES SUBJECT TO SPECIFIC EASEMENTS DESIGNATED ON PLAT.

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

BEING A TOTAL OF 13.671 ACRES OF LAND OUT OF THE WILLIAM D. LUSK SURVEY NO. 211, ABSTRACT NO. 306, CITY OF FAIR OAKS RANCH, KENDALL COUNTY, TEXAS; CONTAINING A PORTION OF THAT CERTAIN CALLED 357.96 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 13.671 ACRES OF LAND TO CREATE 12 SINGLE FAMILY RESIDENTIAL LOTS.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23390
601 Northwest Loop 410, Suite 410 San Antonio, Texas 78210-0149-3511
DATE OF PRINT: January 29, 2025

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 UTILITY DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES, EXCEPT AS IDENTIFIED AS PRIVATE THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: GREEN LAND VENTURES, LTD
DANA GREEN, PRESIDENT
138 OLD SAN ANTONIO RD, SUITE 206
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 HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

DAY OF _____ A.D. 20__

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS
COUNTY OF KENDALL

I, SECURITY STATE BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023-362645 OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO HEREBY HEREBY FORN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF FAIR OAKS RANCH THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC SPACES, EXCEPT AS IDENTIFIED AS PRIVATE SHOWN HEREON FOR SUCH PURPOSES AS THE CITY OF FAIR OAKS RANCH MAY DEEM APPROPRIATE THIS SUBDIVISION IS TO BE KNOWN AS STONE CREEK RANCH UNIT 2B.

LIEN HOLDER: SECURITY STATE BANK
MIKE WILSON, PRESIDENT
1000 N OAK
PEARSBALL, TEXAS 78061

STATE OF TEXAS
COUNTY OF KENDALL

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

DAY OF _____ A.D. 20__

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES ON: _____

THIS PLAT OF STONE CREEK RANCH UNIT 2B, 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

DOCUMENT NO. _____ IN TESTIMONY WHEREOF, WITNESS MY HAND AND

OFFICIAL SEAL OF OFFICE THIS _____ DAY OF _____ A.D. _____

COUNTY CLERK, KENDALL COUNTY

Civil Job No. 16205-0012-00



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.

- KCDR KENDALL COUNTY DEED RECORDS
CCPR KENDALL COUNTY OFFICIAL PUBLIC RECORDS
KCDR KENDALL COUNTY PLAT RECORDS
KCDR KENDALL COUNTY DEED PLAT RECORDS
BSL BUILDING SETBACK LINE
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
VOL VOLUME
PG PAGE
R.O.W. RIGHT-OF-WAY
V.N.A.E VEHICLE NON-ACCESS EASEMENT
FF MINIMUM FINISHED FLOOR ELEVATION
EASEMENT EXISTING GROUND CONTOUR
EASEMENT PLAT BOUNDARY
LOT LINE
FEMA FLOODPLAIN ZONE A (FIRM 48259C0420F)
100 YR ULTIMATE WATER SURFACE ELEVATION (WSE)
1% AC FLOOD HAZARD AREA PENDING FEMA APPROVED LOMR

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 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.

- 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 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.

FENCE NOTES: ACCESS TO EASEMENTS; DRAINAGE EASEMENTS ARE NOT PERMITTED TO BE ENCLOSED BY A FENCE OR GATE, EXCEPT TO CONTAIN A BASIN OR POND IN ACCORDANCE WITH TCEQ, ALL FENCES CROSSING AN EASEMENT WILL HAVE DOUBLE SWING GATES TO ALLOW READY ACCESS TO THE EASEMENT. THE MINIMUM WIDTH OF THE OPENING WILL BE NO LESS THAN 16 FEET. OBSTRUCTIONS OF DRAINAGE: ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS.

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 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 RANCH CITY COUNCIL.

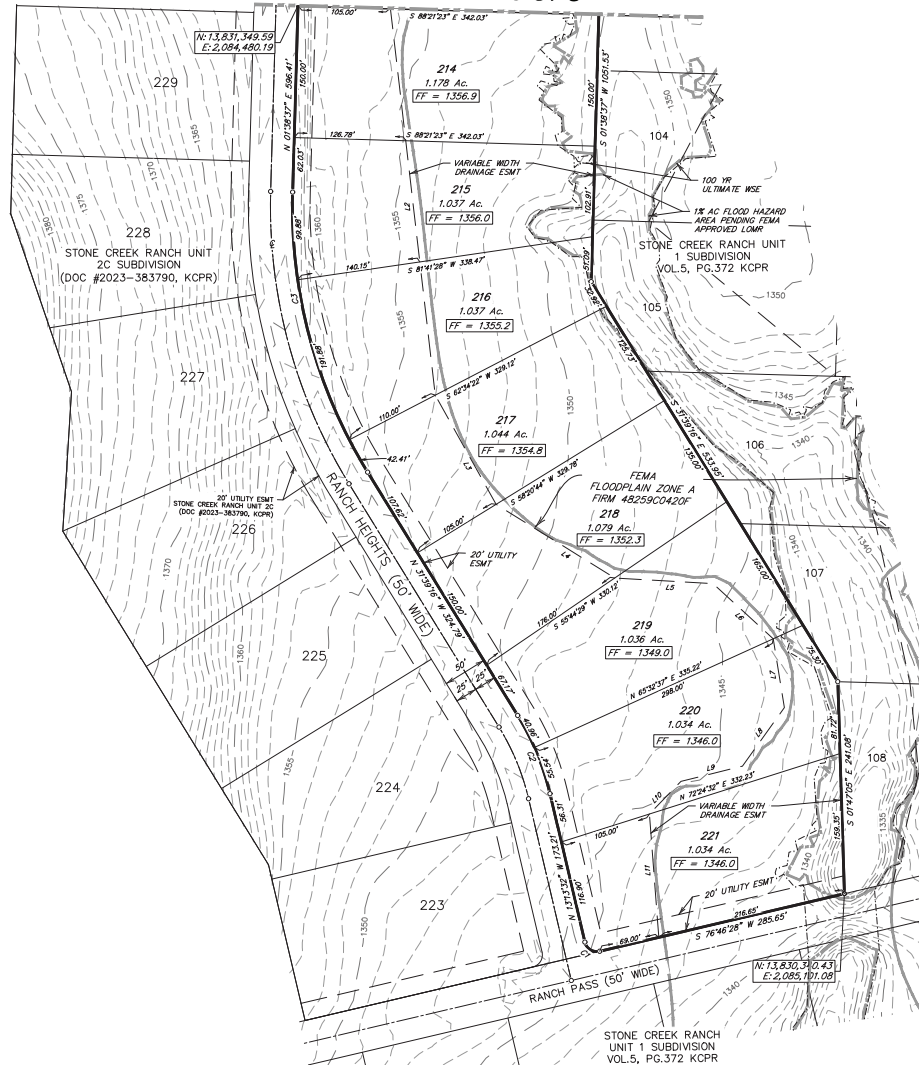
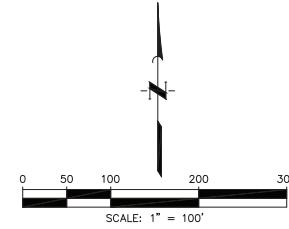
LICENSED PROFESSIONAL ENGINEER COURTNEY B. JUST, PE LICENSE NUMBER 152415

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. TROUBAUGH, RPLS LICENSE NUMBER 6241

MATCHLINE "A" SEE SHEET 3 OF 3



FINAL PLAT ESTABLISHING STONE CREEK RANCH UNIT 2B

BEING A TOTAL OF 13.671 ACRES OF LAND OUT OF THE WILLIAM D. LUSK SURVEY NO. 211, ABSTRACT NO. 306, CITY OF FAIR OAKS RANCH, KENDALL COUNTY, TEXAS; CONTAINING A PORTION OF THAT CERTAIN CALLED 357.96 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 13.671 ACRES OF LAND TO CREATE 12 SINGLE FAMILY RESIDENTIAL LOTS.



Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 601 Northwest Loop 410, Suite 450 San Antonio, Texas 78215-4500-494-5511

DATE OF PRINT: January 29, 2025

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, EASEMENTS AND PUBLIC PLACES, EXCEPT AS IDENTIFIED AS PRIVATE THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: GREEN LAND VENTURES, LTD DANA GREEN, PRESIDENT 138 OLD SAN ANTONIO RD, SUITE 206 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 HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

DAY OF A.D. 20 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS NOTARY PUBLIC PRINTED OR TYPED NAME MY COMMISSION EXPIRES ON: STATE OF TEXAS COUNTY OF KENDALL I, SECURITY STATE BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023-362645 OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY FORN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF FAIR OAKS RANCH THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC SPACES, EXCEPT AS IDENTIFIED AS PRIVATE SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF FAIR OAKS RANCH MAY DEEM APPROPRIATE THIS SUBDIVISION IS TO BE KNOWN AS STONE CREEK RANCH UNIT 2B.

LIEN HOLDER: SECURITY STATE BANK, MIKE WILSON, PRESIDENT 1000 N OAK PEARSBALL, TEXAS 78061

STATE OF TEXAS COUNTY OF KENDALL BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MIKE WILSON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

DAY OF A.D. 20 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS NOTARY PUBLIC PRINTED OR TYPED NAME MY COMMISSION EXPIRES ON:

THIS PLAT OF STONE CREEK RANCH UNIT 2B, 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 SAID COUNTY, IN DOCUMENT NO. IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS DAY OF A.D. COUNTY CLERK, KENDALL COUNTY

Civil Job No. 16205-0012-00



- Legend for symbols: KCDR (Kendall County Deed Records), CCOPR (Kendall County Official Public Records), BSL (Building Setback Line), CVE (Clear Vision Easement), etc.

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, OPERATING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING 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 UNREASONABLE INTERFERE WITH THE USE OF THE EASEMENT.

FENCE NOTES:

ACCESS TO EASEMENTS; DRAINAGE EASEMENTS ARE NOT PERMITTED TO BE ENCLOSED BY A FENCE OR GATE, EXCEPT TO CONTAIN A BASIN OR POND IN ACCORDANCE WITH TCEQ.

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

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 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 RANCH CITY COUNCIL.

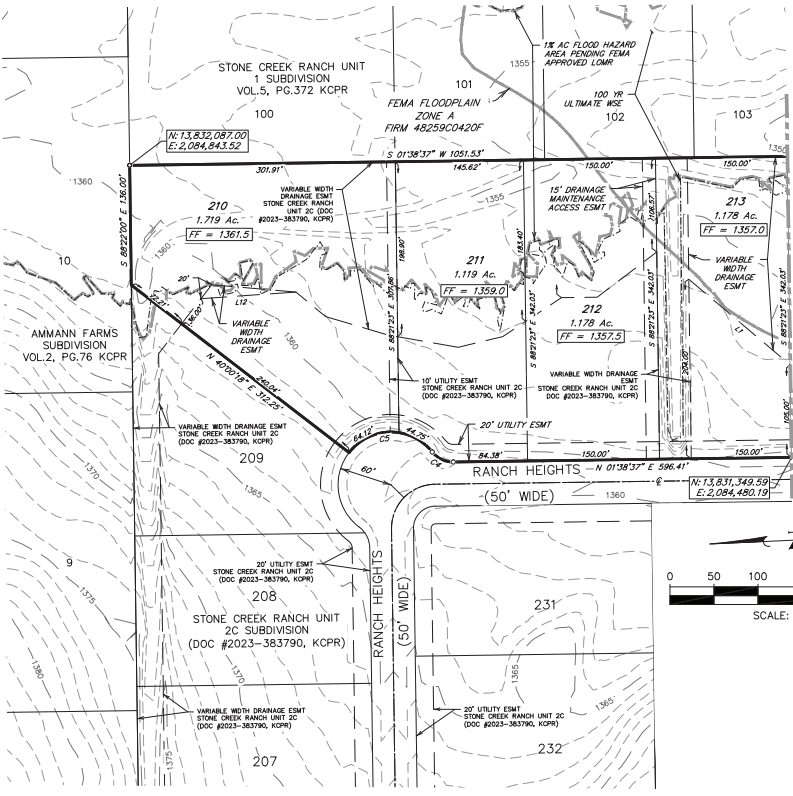
LICENSED PROFESSIONAL ENGINEER COURTNEY B. JUST, PE LICENSE NUMBER 152415

STATE OF TEXAS COUNTY OF KENDALL

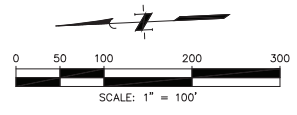
I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY QUIDDITY ENGINEERING.

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

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.



MATCHLINE "A" SEE SHEET 2 OF 3



FINAL PLAT ESTABLISHING STONE CREEK RANCH UNIT 2B

BEING A TOTAL OF 13.671 ACRES OF LAND OUT OF THE WILLIAM D. LUSK SURVEY NO. 211, ABSTRACT NO. 306, CITY OF FAIR OAKS RANCH, KENDALL COUNTY, TEXAS; CONTAINING A PORTION OF THAT CERTAIN CALLED 357.96 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 13.671 ACRES OF LAND TO CREATE 12 SINGLE FAMILY RESIDENTIAL LOTS.



DATE OF PRINT: January 29, 2025

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, EASEMENTS AND PUBLIC PLACES, EXCEPT AS IDENTIFIED AS PRIVATE THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: GREEN LAND VENTURES, LTD. DANA GREEN PRESIDENT 138 OLD SAN ANTONIO RD, SUITE 206 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 HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

DAY OF A.D. 20

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES ON:

STATE OF TEXAS COUNTY OF KENDALL

I, SECURITY STATE BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023-362645 OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY FORN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF FAIR OAKS RANCH THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC SPACES, EXCEPT AS IDENTIFIED AS PRIVATE SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF FAIR OAKS RANCH MAY DEEM APPROPRIATE THIS SUBDIVISION IS TO BE KNOWN AS STONE CREEK RANCH UNIT 2B.

LIEN HOLDER: SECURITY STATE BANK, MIKE WILSON, PRESIDENT 1000 N OAK PEARSCALL, TEXAS 78061

STATE OF TEXAS COUNTY OF KENDALL

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

DAY OF A.D. 20

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES ON:

THIS PLAT OF STONE CREEK RANCH UNIT 2B, 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 SAID COUNTY, IN

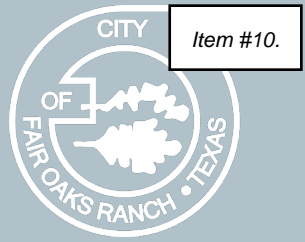
DOCUMENT NO. IN TESTIMONY WHEREOF, WITNESS MY HAND AND

OFFICIAL SEAL OF OFFICE THIS DAY OF A.D. 20

COUNTY CLERK, KENDALL COUNTY

Civil Job No. 16205-0012-00

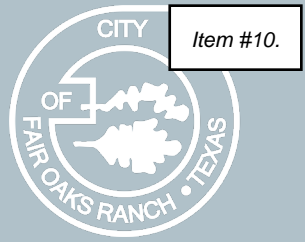
City Council Meeting Stone Creek Unit 2B Final Plat



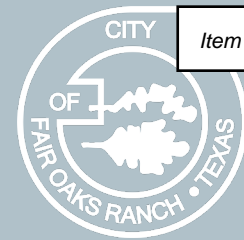
March 06, 2025

Lee Muniz, P.E., CFM
Manager of Engineering Services

Summary and Recommendation



- The Stone Creek Ranch Unit 2B Final Plat establishes 12 single-family residential lots on 13.67 acres of land.
- Unit 2B will be the final phase of the Stone Creek Ranch Subdivision development.
- Preliminary Plat was approved for recommendation during the September 12 P&Z meeting with two conditions.
- City Council approved the Preliminary Plat at the October 03 regular meeting with the same two conditions.
- P&Z supported a recommendation for approval of the final plat on Feb. 13, 2025.
- Staff recommends the approval of Stone Creek Ranch Unit 2B Final Plat.
 - Both conditions for the Preliminary Plat have been satisfied with the Final Plat submittal.



Questions?



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

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an agreement with Bueno Pro Services, LLC for the Dietz Elkhorn Road Sidewalk Improvement Project.

DATE: March 6, 2025

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager
Grant Watanabe, P.E., CFM, Director of Public Works and Engineering Services

INTRODUCTION/BACKGROUND:

The City budgeted \$388,232 in FY 2024-25 for the Dietz Elkhorn Road Sidewalk Improvement Project. This project will construct approximately 1,300 linear feet of sidewalk along the north side of Dietz Elkhorn Road between the Vantage Apartments and the Elkhorn Ridge/Square Gate intersection. The proposed sidewalk will tie into existing sidewalks on both ends, providing continuity from Van Raub Elementary School to the sports fields across from Spring Creek United Methodist Church.

The project will provide a safe and accessible path for pedestrians who use this busy corridor. Without a sidewalk, pedestrians must either use the paved shoulder or drainage swale or channel. At the culvert crossing, the metal guardrail pushes pedestrians into the traffic lane. Although the Van Raub Elementary School attendance zone was recently changed which may reduce the number of families and school-aged children who walk to and from Van Raub Elementary School, the majority of residents who responded to the multimodal transportation survey in August 2023 stated they would like to see more combined-use paths, shared-use paths and sidewalks within the City. Each of these options was ranked higher than “no change.” A copy of the survey results is included as **Exhibit A** for reference.

In addition, several developers for properties in the vicinity of the proposed sidewalk have agreed to provide a financial contribution to the City in support of this project. On November 16, 2023, the City Council approved a resolution to accept a \$42,000 monetary donation from SA Front Gate, LLC, Elkhorn Ridge Development SA, LLC and Elkhorn Ridge SA, LLC, a \$10,000 monetary donation from ROW at Dietz Elkhorn, LLC, and a monetary donation up to \$10,000 from Vantage at Fair Oaks, LLC. To date, the \$42,000 donation has been received and the other two are still pending.

To support this effort, the City advertised an Invitation for Bids and received sixteen bids on February 5. The lowest bid was from Bueno Pro Services, LLC for an amount of \$264,298.71. Staff recommends adding a 5% contingency, resulting in a total project cost of \$277,513.65. The monetary donations received to date will reduce the City’s cost for this project.

If approved, construction is scheduled to start and complete during the summer months to minimize impacts on school operations and pedestrian traffic within the project limits.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 3.4 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives (Dietz Elkhorn Road).
- Provides a safe and accessible route for pedestrians and supports an alternate mode of transportation in the Dietz Elkhorn corridor.
- Complies with Procurement Requirements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$388,232 in FY 2024-25 for this project. The total project cost is \$277,513.65 which includes 5% contingency. The monetary donations received to date will reduce the City's cost for this project.

LEGAL ANALYSIS:

The Contractor will be required to sign and adhere to the City's Standard Construction Agreement prior to the commencement of work. A copy is attached as **Exhibit B**.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the execution of an agreement with Bueno Pro Services, LLC. for the Dietz Elkhorn Road Sidewalk Improvement Project in the amount of \$277,513.65, including contingency, expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BUENO PRO SERVICES, LLC FOR SIDEWALK IMPROVEMENTS ON DIETZ ELKHORN ROAD, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch (the “City”) included funds in FY 2024-25 for sidewalk improvements on Dietz Elkhorn Road, and

WHEREAS, this project will add approximately 1,300 linear feet of sidewalks along Dietz Elkhorn Road near Van Raub Elementary School, and

WHEREAS, bids were received in accordance with Texas Local Government Code Chapter 252, and

WHEREAS, Bueno Pro Services, LLC was the lowest bidder, and

WHEREAS, the City Council of the City of Fair Oaks Ranch supports this agreement and authorizes the execution of an agreement with Bueno Pro Services, LLC (**Exhibit A**).

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

Section 1 The City Council hereby authorizes the City Manager to execute an agreement with Bueno Pro Services, LLC for sidewalk improvements on Dietz Elkhorn Road, to expend required funds up to \$277,513.65 including contingency, and to execute any and all applicable documents to effectuate this resolution.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

Section3. 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. That 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, as amended, Texas Government Code.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

Section 6. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 6th day of March 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney



Exhibit A

Item #11.



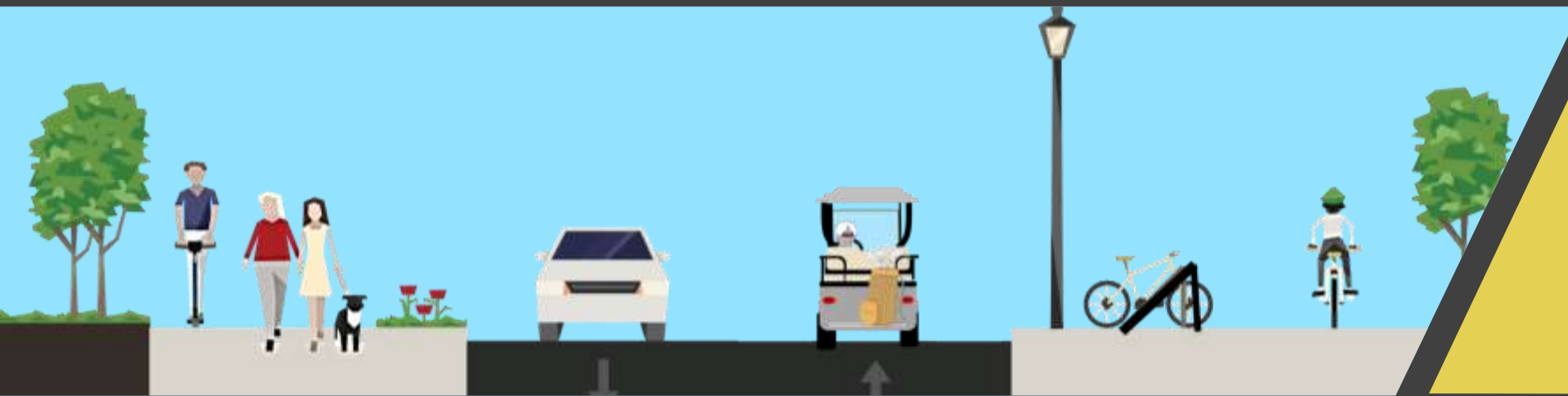
MULTIMODAL TRANSPORTATION AND DIETZ ELKHORN SURVEY RESULTS

GRANT WATANABE, PE, DIRECTOR OF PUBLIC WORKS & ENGR SERVICES

OSCAR MICHAEL GARZA, PE, PTOE, RSP₁ - LEGACY ENGINEERING GROUP

JEANNE TARRANTS, RSP₁ - LEGACY ENGINEERING GROUP

OCTOBER 5, 2023

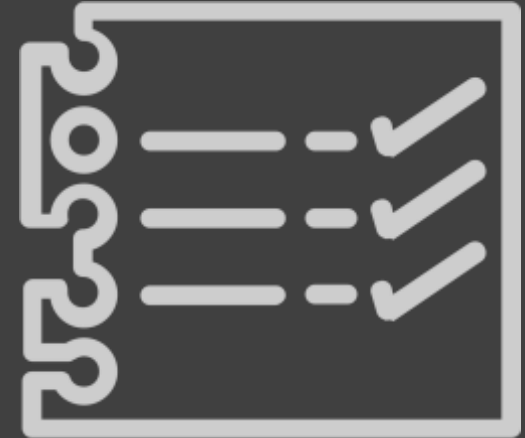


LEGACY
ENGINEERING GROUP



AGENDA

- Review Survey Results
- Summary of Comments
- Takeaways
- Next Steps





PRESENTATION OUTLINE

Exhibit A

Item #11.

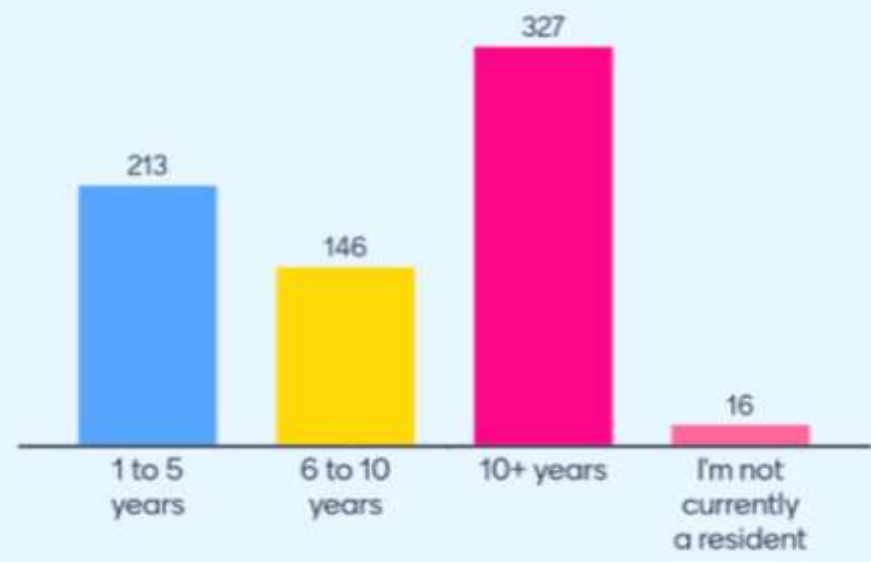
Thank you ♥

A total of 1,251 surveys were completed. More than 700 people took the time to complete at least one of the surveys.

Thank you for sharing your opinions.

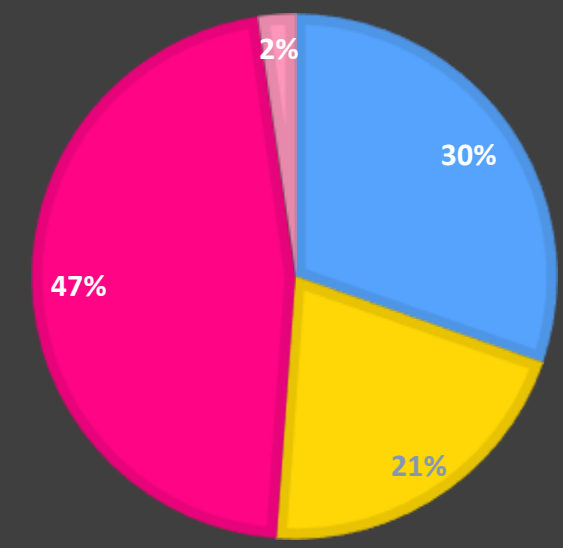


How long have you been a resident of Fair Oaks Ranch?



YEARS OF RESIDENCY IN FAIR OAKS RANCH

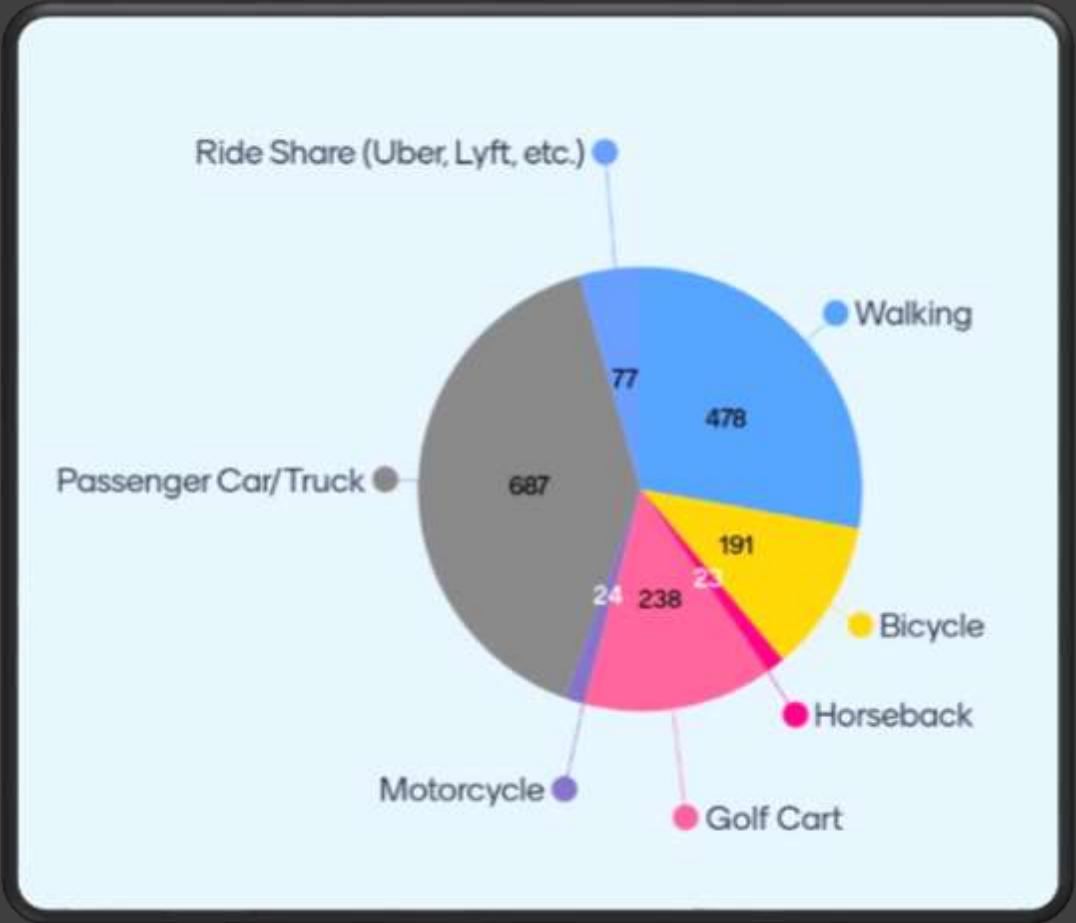
■ 1-5 Years ■ 6-10 Years ■ 10+ Years ■ Non Resident



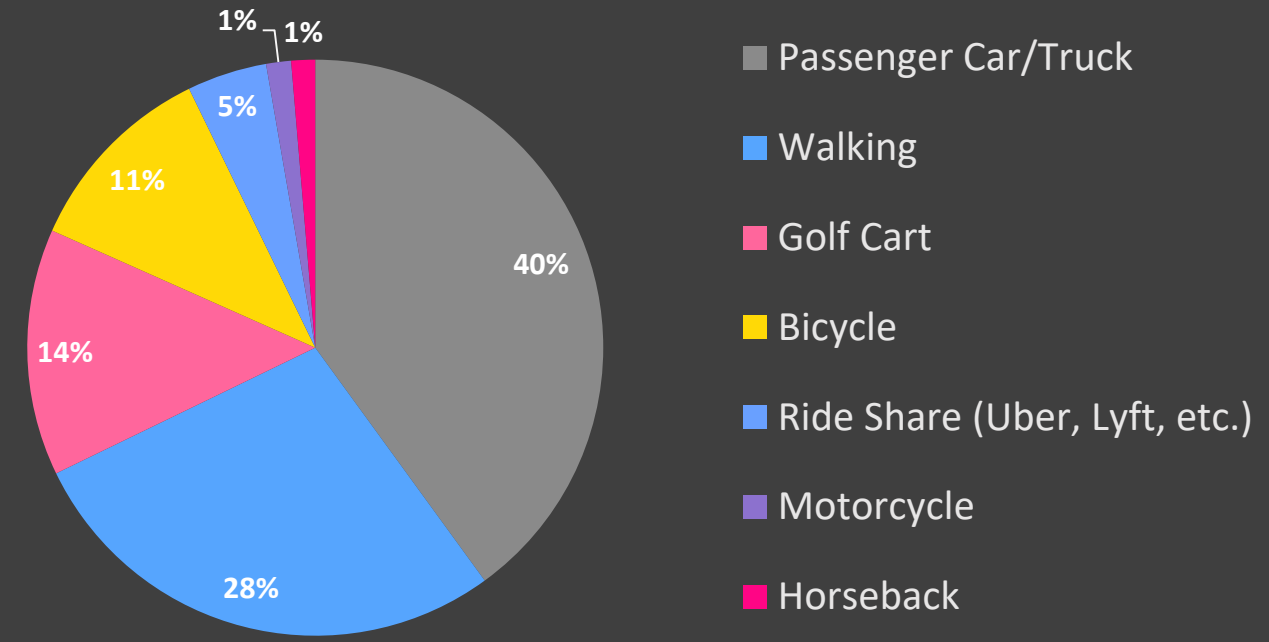
Most respondents stated 10+ years



What modes of transportation do you use?



Modes of Transportation Used





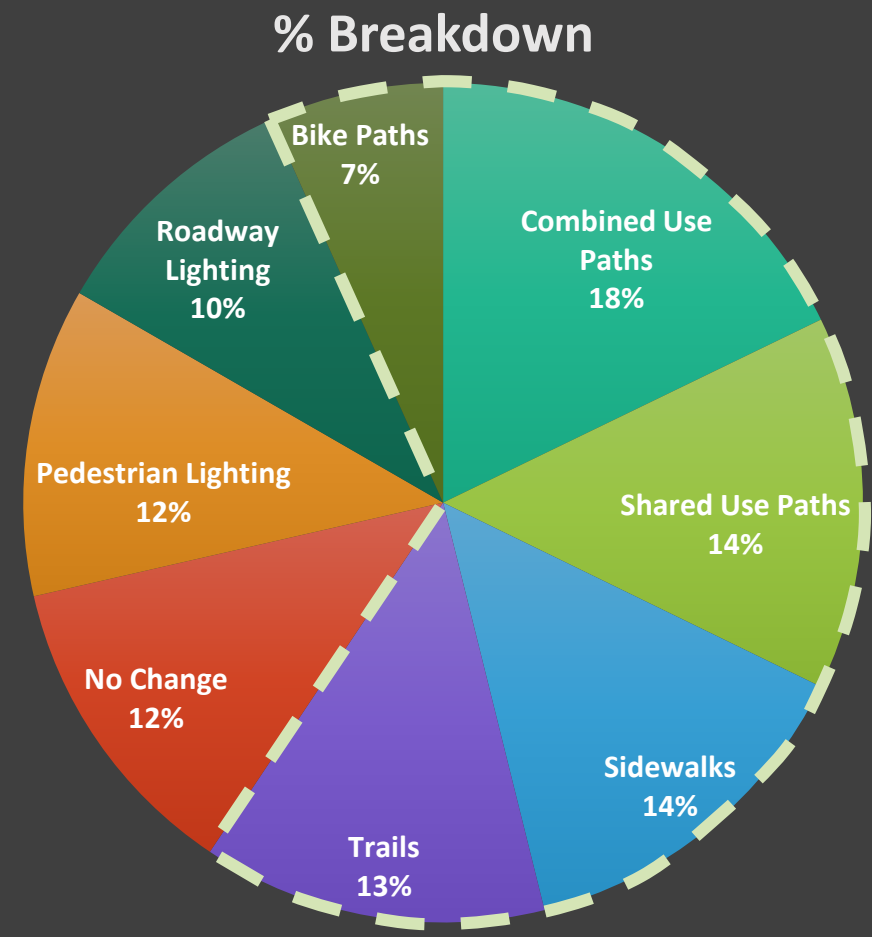
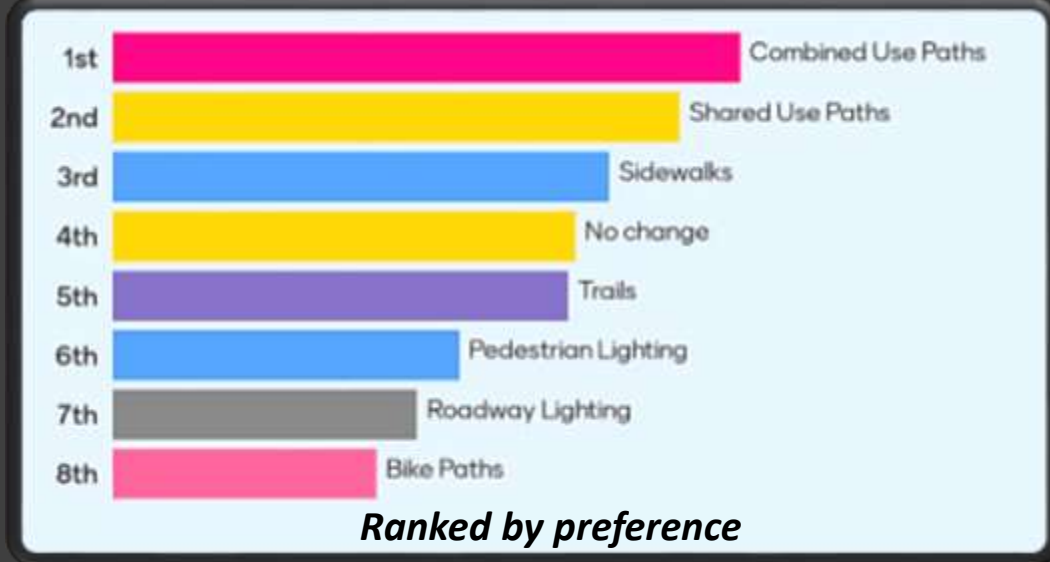
TOWN HALL UPDATE MULTIMODAL SURVEY

Exhibit A



Item #11.

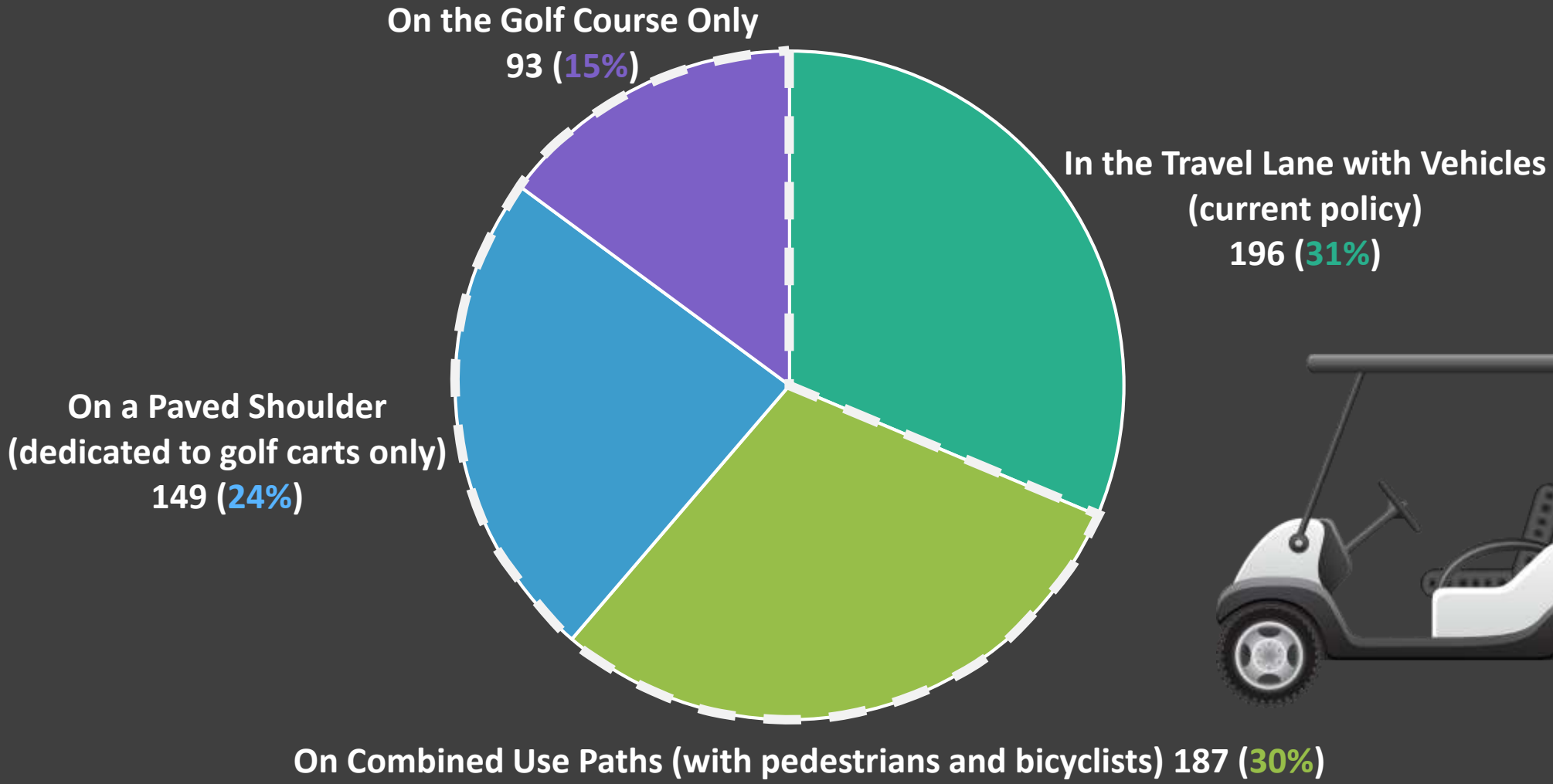
I would like to see more _____ within the City of Fair Oaks Ranch.





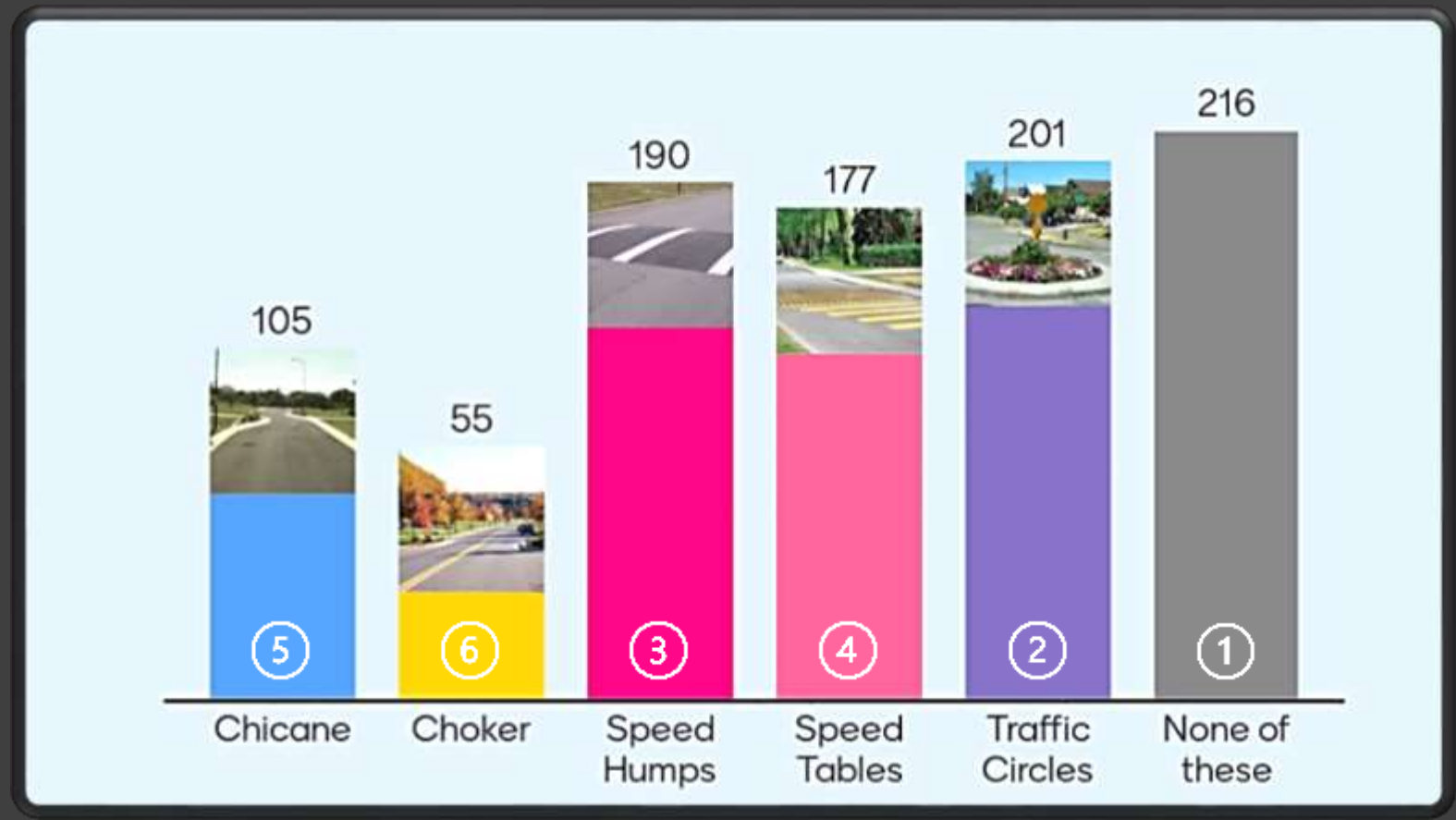
Item #11.

In my opinion, golf carts should travel...





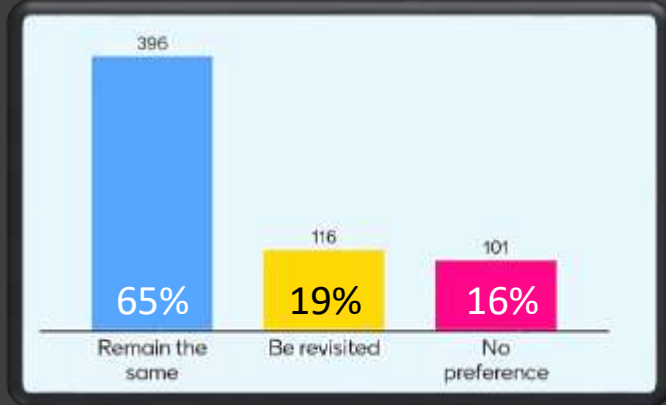
Should the City consider the use of Traffic Calming Devices on public roadways? (choose all devices to consider)



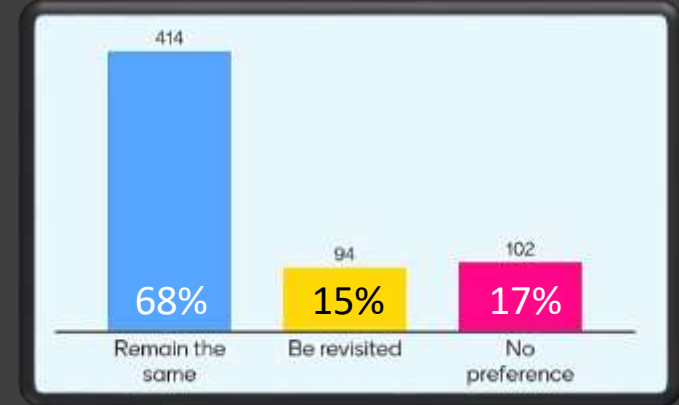


Item #11.

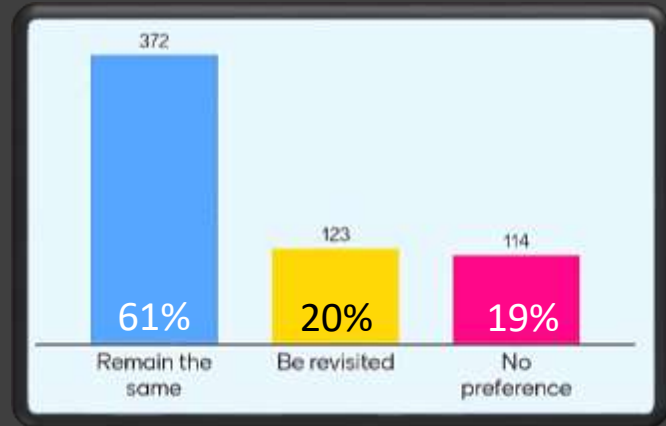
Should the City's Current Roadway Classifications be Revisited?



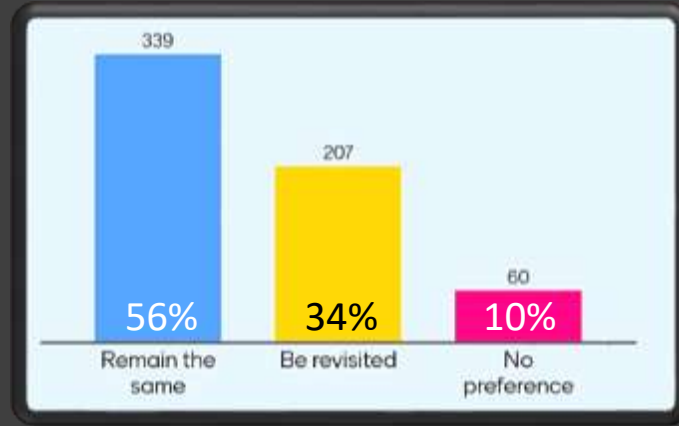
Local Rural Residential



Neighborhood Residential



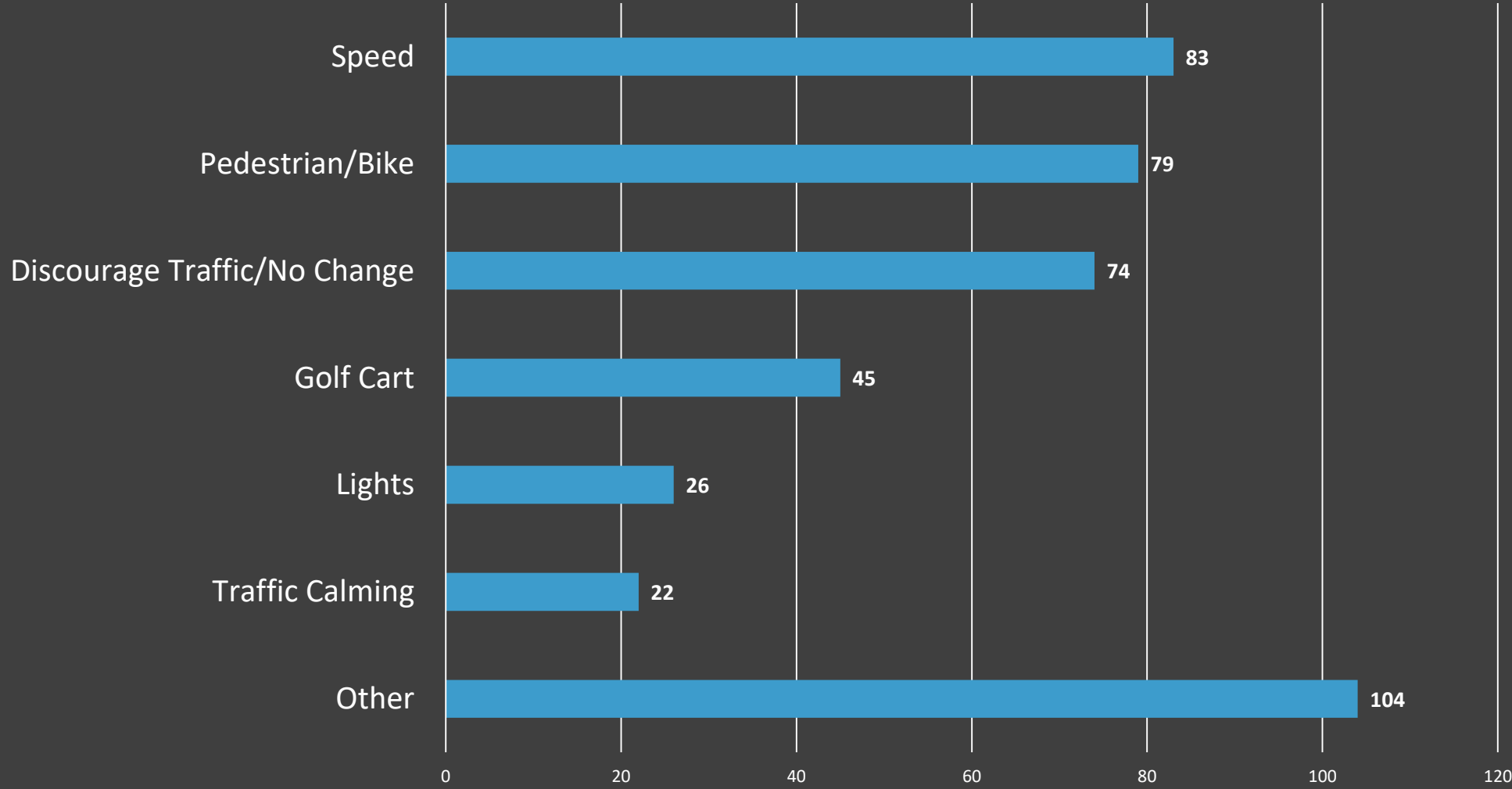
Local Connector



Collector



Multimodal Survey Comment Summary





TOWN HALL UPDATE MULTIMODAL TAKEAWAYS

Exhibit A



Majority of the survey respondents were residents of 10+ years.



After passenger vehicles, walking and golf carts were the two most used modes of transportation.



The results suggest that the community would like to separate cars from other modes of transportation.



The results suggest that the community would like the City to reconsider the best travel path for Golf Carts.



Most respondents selected no traffic calming devices; the second most selected was the Traffic Circle (or Roundabout).



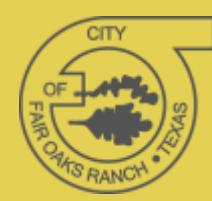
Most respondents agree with the City's roadway classification system (reflective of current policy).



Exhibit A



**Thank you to the
Residents who Showed
Interest in Participating
in Multimodal Planning**

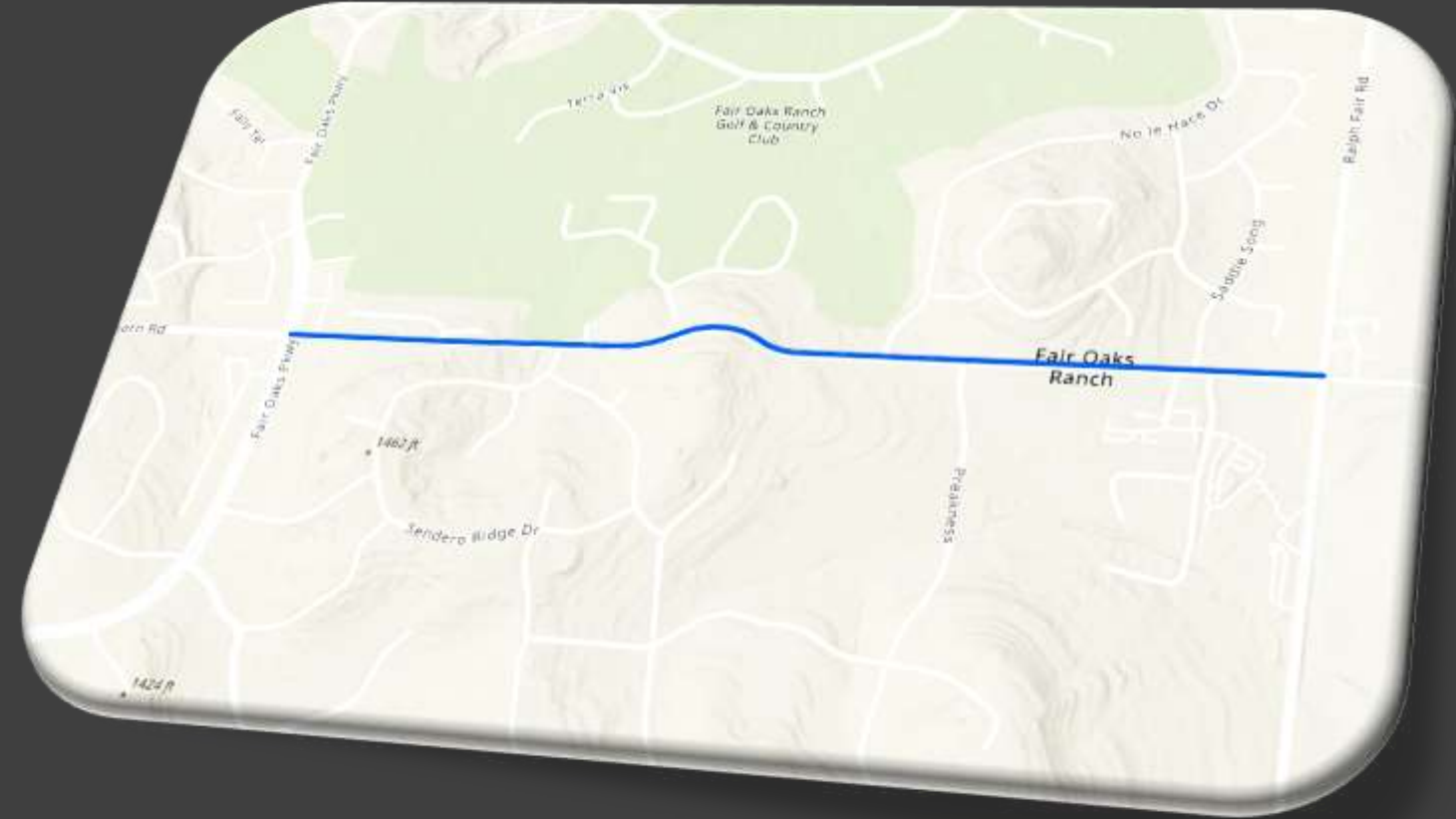


- **Council feedback on Multimodal Town Hall and survey**
- **Review results and comments for further discussion on this topic**
- **Take results into consideration during transportation decision-making**
- **Consider future role for potential Multimodal Transportation Committee**





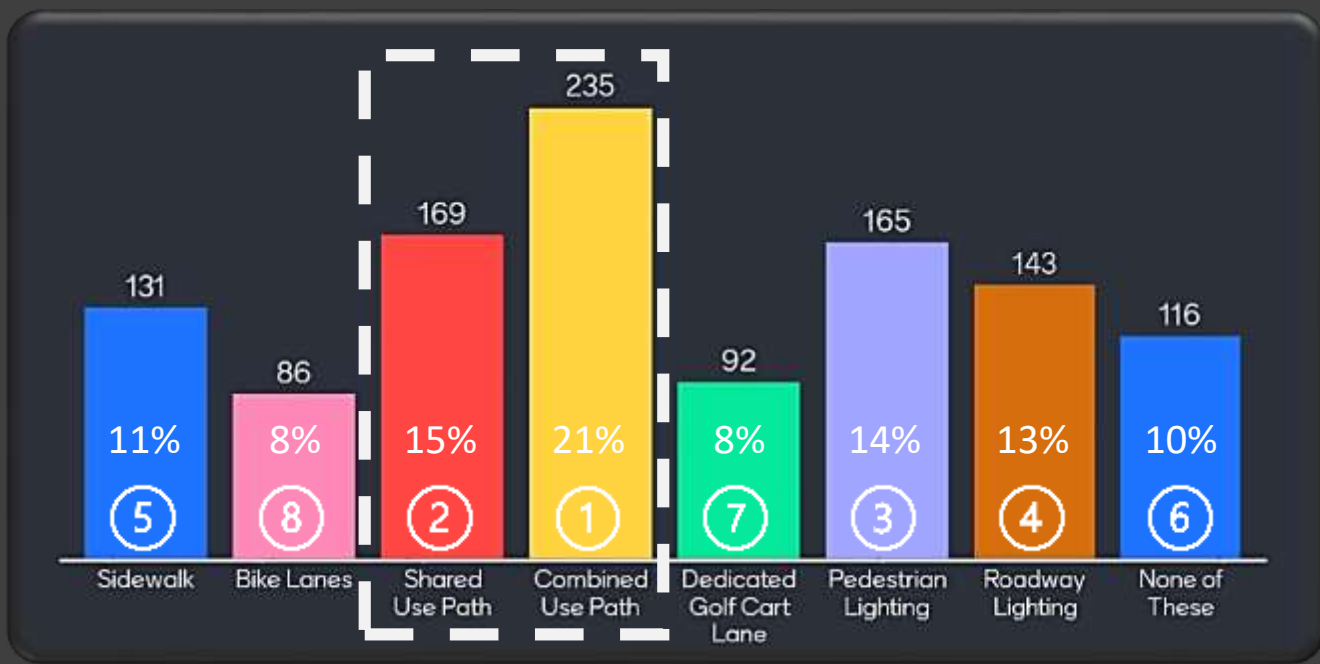
Respondents were asked what elements they would like to consider for the Dietz Elkhorn Reconstruction Project from Fair Oaks Parkway to Ralph Fair Road.





Item #11.

I would like the Dietz Elkhorn Roadway Reconstruction Project to incorporate ____.



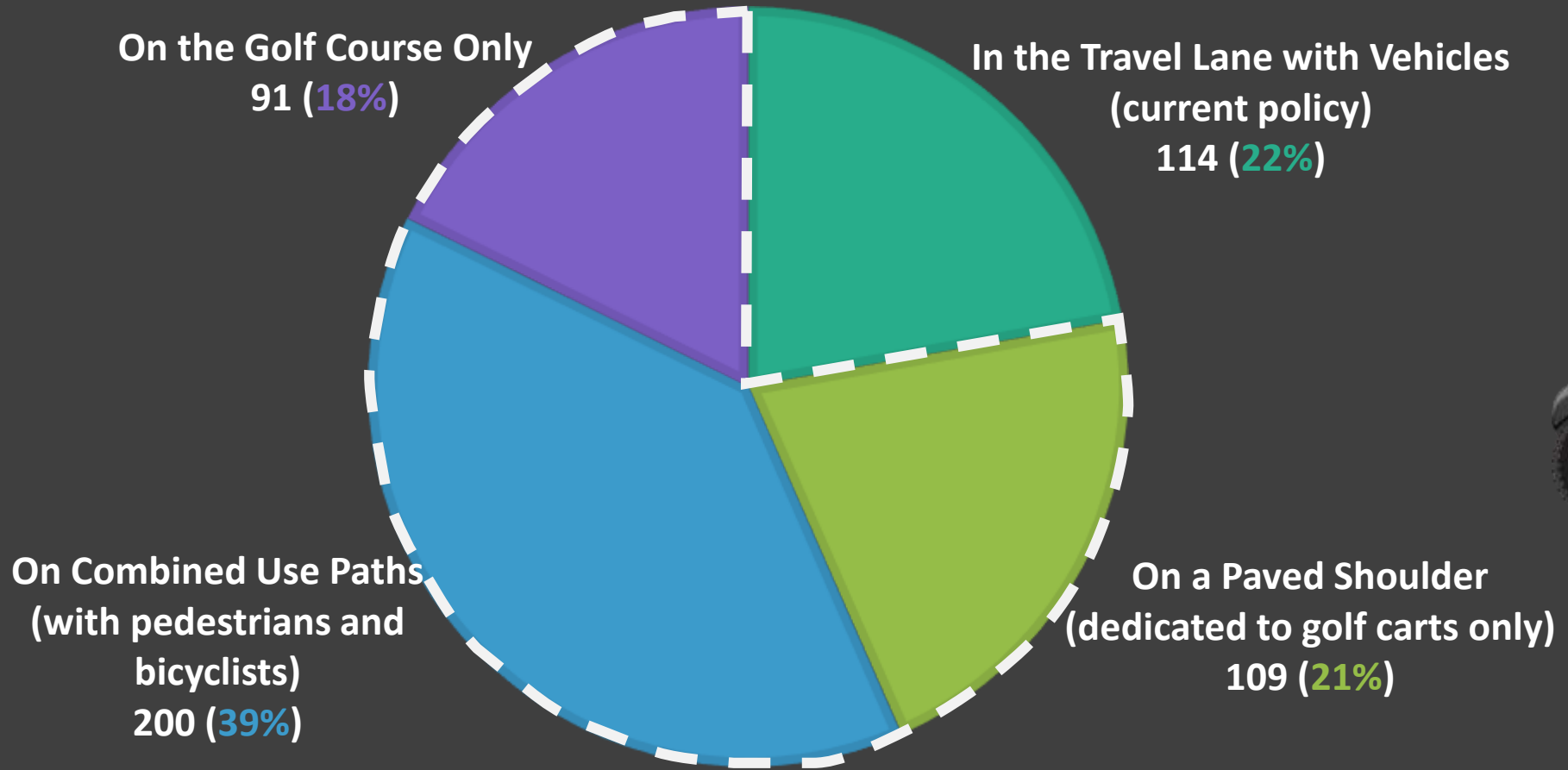
All that apply



Ranked by preference

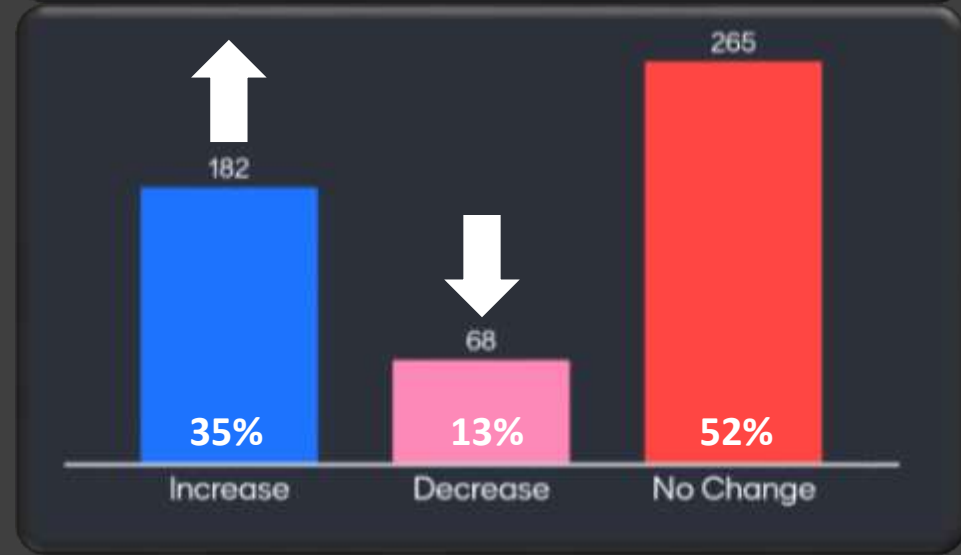
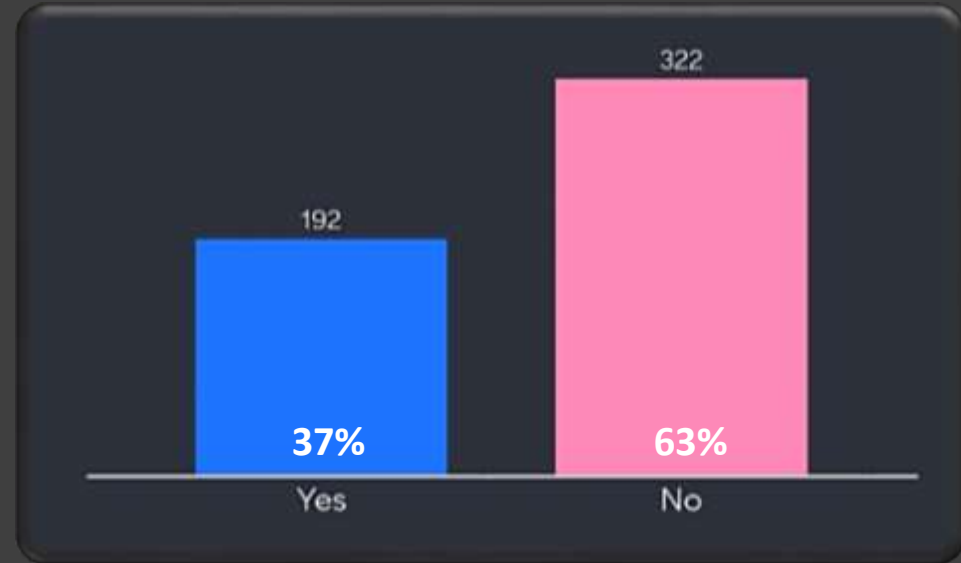


On Dietz Elkhorn Road, where do you think golf carts should travel?



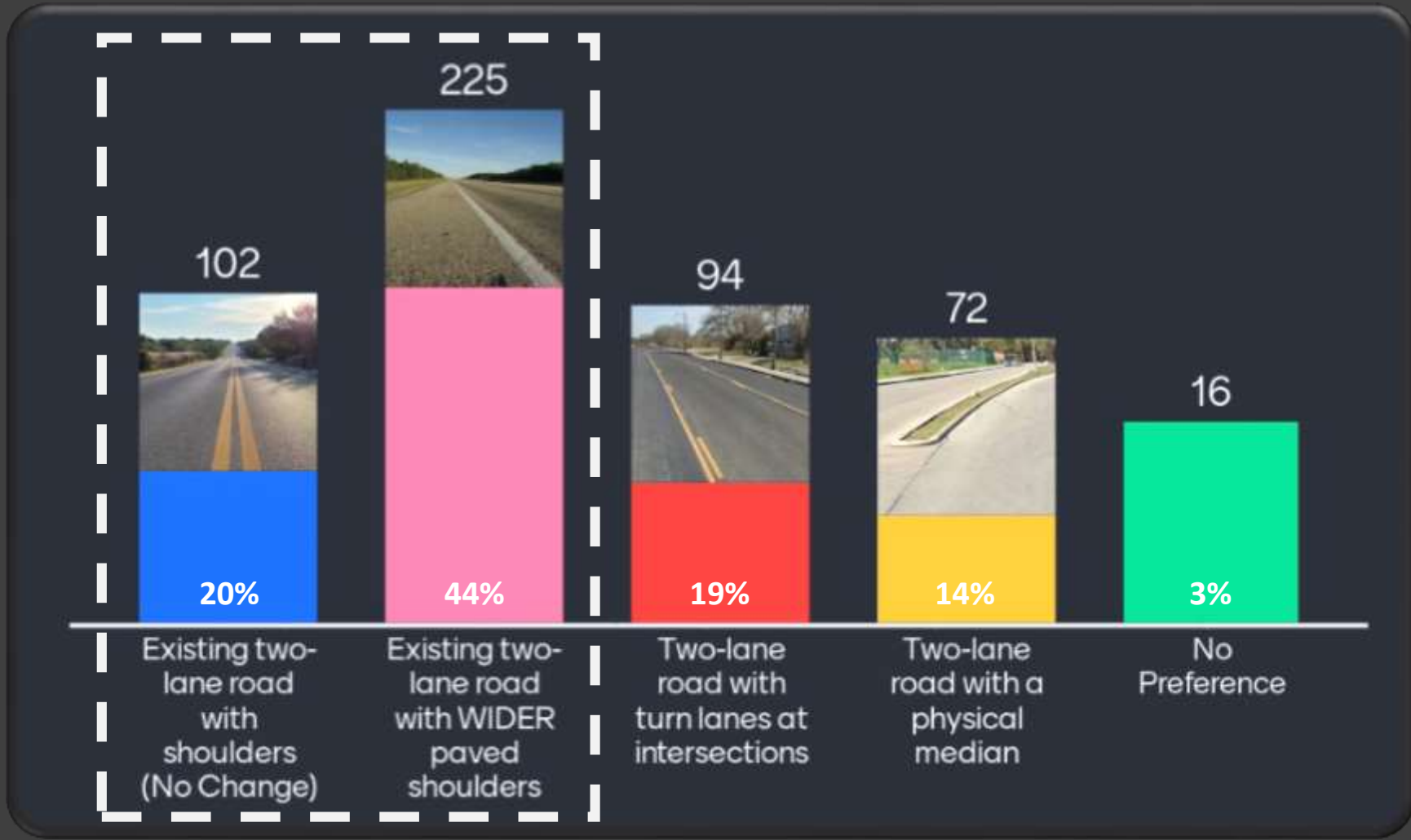


Should the 30 mph Dietz Elkhorn Road Speed Limit Change?



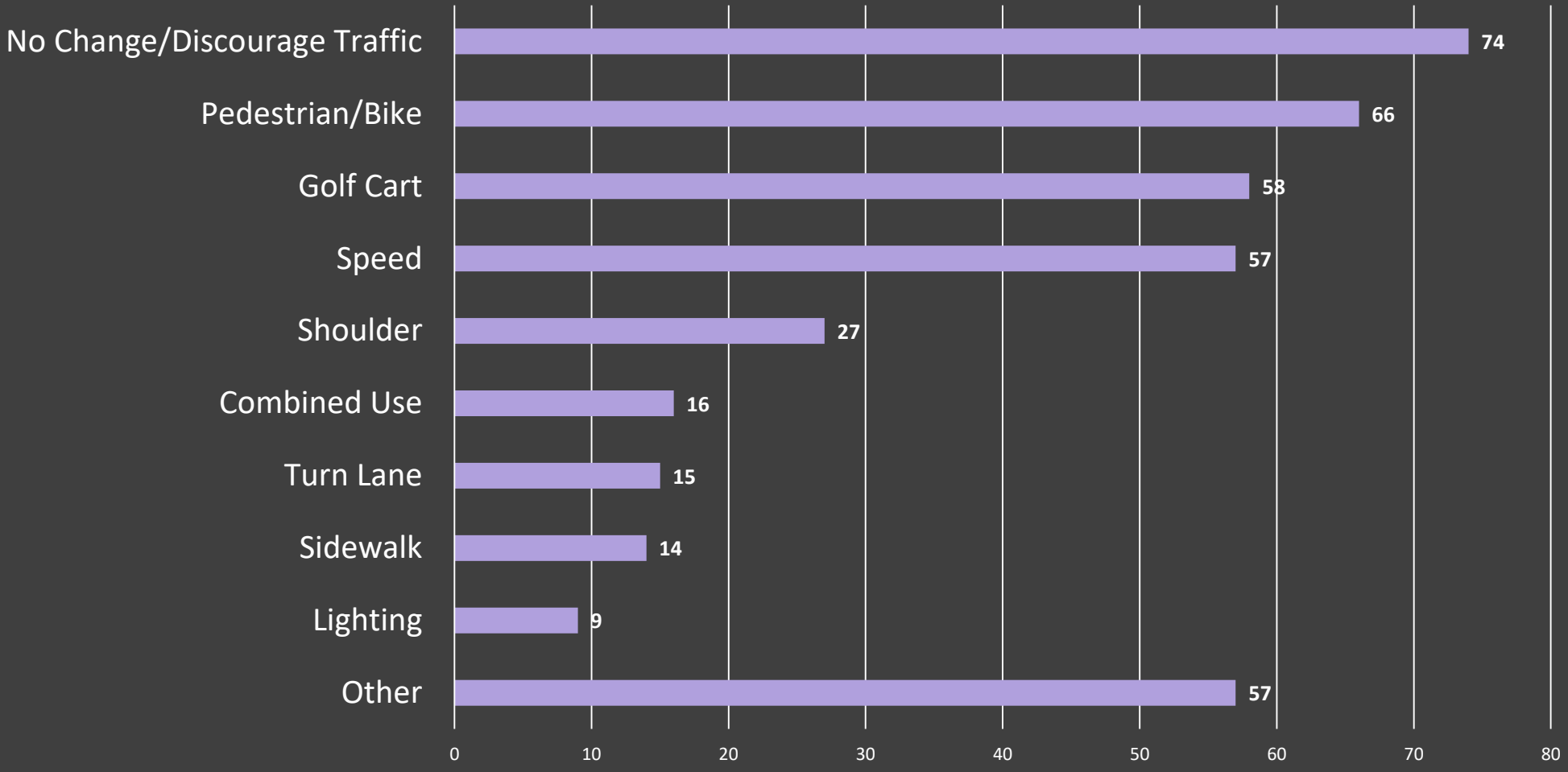


What configuration would you prefer for Dietz Elkhorn Road?





Dietz Elkhorn Road Survey Comment Summary





TOWN HALL UPDATE DIETZ ELKHORN TAKEAWAYS

Exhibit A



“Combined Use Path” and “Shared Use Path” ranked as the two highest selected features for consideration within the Dietz Elkhorn Road Project.



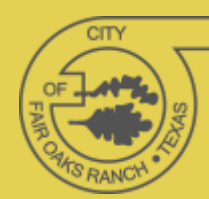
The results suggest that the community would like the City to reconsider the best travel path for Golf Carts; only 22% suggest to remain in travel lane (current policy).



Most respondents feel that the current 30 MPH speed limit should remain the same – if changed, the City should consider the possibility of increasing it.



Most respondents (64%) prefer that the Dietz Elkhorn Road Project maintain one travel lane in each direction with the addition of wider shoulders.



- **Council guidance on prioritizing desired elements to include in the project**
- **Consultant to develop reasonable alternatives/design concepts which incorporate desired elements**
- **Public outreach to obtain feedback on alternatives**
- **Council update on feedback received, cost estimates and alternative selection**





Exhibit A

Item #11.

QUESTIONS?



Page 65

**CITY OF FAIR OAKS RANCH
CONSTRUCTION AGREEMENT**

**THE STATE OF TEXAS §
 §
KENDALL COUNTY §**

This Construction Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and Bueno Pro Services, LLC. (“Contractor”).

Section 1. Duration. This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”.

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Contractor shall be paid in the manner set forth in Exhibit “A” and as provided herein.

(B) *Billing Period:* The Contractor may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

Section 4. Time of Completion.

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before 90 calendar days after issuance of a Notice to Proceed.

Section 5. Insurance.

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers' liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a

subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

Section 6. Miscellaneous Provisions.

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(E) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 7. Termination.

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed

at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification. Contractor agrees to indemnify and hold the City of Fair Oaks Ranch, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the Work or goods performed or provided by Contractor – expressly including those arising through strict liability or under the constitutions of the United States.

Section 9. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver. Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Kendall County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Kendall County, Texas.

Section 14. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit. City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained

in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

22. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

24. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

25. Energy Company Boycotts. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify City.

26. Firearm Entities and Trade Association Discrimination. Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify City.

27. Sales Tax. The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act") and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the services to be provided under this Contract, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

28. Compliance with Laws, Charter, Ordinances. Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the ordinances of the City of Fair Oaks Ranch, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.

29. Liquidated Damages. Contractor hereby acknowledges that the award of the contract includes the requirement to timely commence the work on the Project in accordance with the fully executed Contract. Contractor hereby further agrees to pay to City as liquidated damages the applicable sum quoted below, for each calendar day in excess of the time set forth for completion of the Project. Time of completion is of the essence for the Project.

For each day that any work shall remain uncompleted after the time specified in the Contract, or the increased time granted by the City, or as equitably increased by additional work or materials ordered after the Contract is executed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due from the City:

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES
Less than \$25,000.00	\$100.00 Per Day
\$25,000.00 to \$99,999.99	\$150.00 Per Day
\$100,000.00 to \$499,999.99	\$200.00 Per Day
\$500,000.00 to \$1,000,000.00	\$250.00 Per Day
More than \$1,000,000.00 (sliding scale)	\$350 Per Day first 30 days; \$400 Per Day 31-60 days; \$500 Per Day 90 days and beyond

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the default shall continue after the time stipulated in the Contract for completing the work. The said amounts are fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages that the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain and which shall be retained from the monies due, or that may become due, under the Contract; and if said monies be insufficient to cover the amount owing, then the surety shall pay any additional amounts due. Notwithstanding the foregoing, in the event that the actual damages incurred by the City exceed the amount of liquidated damages, the City shall be entitled to recover its actual damages.

30. Warranty

The Contractor shall provide a warranty covering defect of material and workmanship for one calendar year following final completion of the Project.

31. Retainage

For each progress payment made prior to Final Completion of the Work, the City may withhold retainage in the amount of 10%. Retainage will be released upon achievement of Final Completion and acceptance by the City.

EXECUTED on _____.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: Scott M. Huizenga

Name: _____

Title: City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY

CONTRACTOR

City of Fair Oaks Ranch
Attn: Scott M. Huizenga
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Bueno Pro Services, LLC
521 Pecan Farms
New Braunfels, TX 78130

Exhibit "A"
SCOPE OF SERVICES

Unit Pricing Form Dietz Elkhorn Road Sidewalk Improvements

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
0100-6002	PREPARING ROW	STA	15	\$1,000.00	\$15,000.00
0104-6009	REMOVING CONC (RIPRAP)	SY	135	\$15.00	\$2,025.00
0104-6017	REMOVING CONC (DRIVEWAYS)	SY	61	\$20.00	\$1,220.00
0104-6021	REMOVING CONC (CURB)	LF	21	\$20.00	\$420.00
0105-6008	REMOVING STAB BASE AND ASPH PAV (6")	SY	55	\$58.25	\$3,203.75
0110-6001	EXCAVATION (ROADWAY)	CY	27	\$91.36	\$2,466.72
0132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	26	\$67.78	\$1,762.28
0160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	1201	\$6.26	\$7,518.26
0162-6002	BLOCK SODDING	SY	1201	\$10.50	\$12,610.50
0168-6001	VEGETATIVE WATERING	MG	19	\$325.00	\$6,175.00
0432-6002	RIPRAP (CONC)(5 IN)	CY	58	\$96.00	\$5,568.00
0450-6051	RAIL (HANDRAIL)(TY E)	LF	321	\$120.00	\$38,520.00
XXX-XXXX	ELEVATED SIDEWALK BRIDGE	EA	2	\$6,500.00	\$13,000.00
0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$6,000.00	\$12,000.00
0506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	78	\$24.85	\$1,938.30
0506-6011	ROCK FILTER DAMS (REMOVE)	LF	78	\$9.50	\$741.00
0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	289	\$6.50	\$1,878.50
0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	289	\$2.50	\$722.50
0512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	160	\$85.60	\$13,696.00
0512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	40	\$126.32	\$5,052.80
0512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	160	\$26.32	\$4,211.20
0512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	40	\$29.18	\$1,167.20
0529-6001	CONC CURB (TY 1)	LF	381	\$32.00	\$12,192.00
0530-6004	DRIVEWAYS (CONC)	SY	116	\$87.50	\$10,150.00
0531-6001	CONC SIDEWALKS (4")	SY	684	\$75.00	\$51,300.00
0542-6001	REMOVE METAL BEAM GUARD FENCE	LF	246	\$11.50	\$2,829.00
0560-6025	RELOCATE EXISTING MAILBOX	EA	2	\$150.00	\$300.00
0644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	2	\$624.85	\$1,249.70
0644-6076	REMOVE SM RD SN SUP&AM	EA	2	\$325.50	\$651.00
0752-6022	TREE TRIMMING AND BRUSH REMOVAL	LF	278	\$35.00	\$9,730.00
0500-6001	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00
				TOTAL	\$264,298.71

By signing below, company acknowledges it has received all bidding documents and instructions, and agrees to execute the Standard Construction Services Agreement if awarded a contract for this Project and promptly supply any required insurance certificate(s) and/or endorsements, Payment and Performance Bonds upon request by the City and prior to commencement of work. The required certified check, cashier's check or bid bond shall be included and immediately follow this executed Unit Pricing Form.

COMPANY:

Buena Pro Services, LLC.

AUTHORIZED COMPANY REPRESENTATIVE

M. Dylan Bueno

SIGNATURE:

M. Dylan Bueno

DATE

2/3/2025

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Fair Oaks Ranch accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

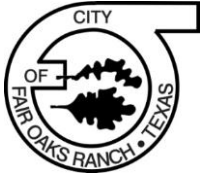
1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fair Oaks Ranch of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions

representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

13. Upon request, Contractor shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

City of Fair Oaks Ranch
Attn: Clayton Hoelscher, Procurement Manager
Email: choelscher@fairoaksranchtx.org
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Exhibit "C"
EVIDENCE OF INSURANCE



CITY COUNCIL WORKSHOP
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Interlocal Agreement with Bexar County Emergency Services District No. 4 for EMS Transport Services
DATE: March 6, 2025
DEPARTMENT: Administration
PRESENTED BY: Scott M. Huizenga, ICMA-CM, City Manager

INTRODUCTION/BACKGROUND:

Following City Council direction, staff has worked with Bexar County Emergency Services District No. 4 (ESD4) to revise the draft Interlocal Agreement (ILA) for EMS transport services. The updated agreement incorporates specific modifications to address council concerns and align with regional standards. These changes are based on discussions during the February 6, 2025, workshop and subsequent discussions with ESD4 representatives.

Brief History: The City must secure a new ambulance and emergency medical transport provider following Acadian Ambulance Service’s decision not to renew its contract, which expires on April 30, 2025. The City was first made aware of this possibility in late November 2024 and received formal notice of termination on January 22, 2025. To prevent service disruptions, the City has negotiated a short-term Interlocal Agreement (ILA) with ESD4, ensuring continuity of EMS transport services while maintaining financial stability. The agreement aligns the expiration of EMS and fire services contracts and allows for an operational handoff from Acadian to ESD4.

Key updates to the agreement include:

- **Contract Template:** The agreement now utilizes the current Allegiance-Bexar County agreement as the base agreement to ensure consistency with regional service agreements.
- **Exhibit A Inclusion:** The ESD's rate sheet will be formally added as Exhibit A to provide clarity on fee structures.
- **Response Time Standards:** Specific response time benchmarks have been included, mirroring the standards outlined in the Bexar County contract.
- **Staffing & Equipment Requirements:** The agreement now specifies that ESD4 will provide Mobile Intensive Care Unit (MICU) level staffing and equipment, requiring an EMT-Paramedic and EMT-Basic on all apparatus except in cases of emergency or force majeure events. This is to ensure ambulances will still be available even during unforeseen staff shortages, such as an event like the COVID-19 pandemic.
- **Billing Responsibility:** The agreement clarifies that EMS transport services are not free or provided at no cost, and that ESD4 is solely responsible for billing patients and third-party payers.

- **Mutual Aid Agreements:** ESD4 is required to establish and maintain reciprocal mutual aid agreements with surrounding governmental entities and emergency services districts as necessary or advisable.
- **Insurance Requirements:** The insurance coverage requirements have been updated to meet current industry standards including umbrella coverage of up to \$5 million. ESD4 has confirmed its coverages meet and exceed these standards.

Other Substantial Changes:

- **Early Termination Provisions:** Additional language clarifies conditions under which the City may terminate the agreement immediately for non-compliance with regulatory standards, revocation of licensure, or failure to maintain required insurance.
- **Radio Communication Requirements:** The revised agreement mandates that ESD4 maintain compatibility with regional interoperability channels to ensure effective emergency response coordination.
- **Specialty Care Transport:** Language has been added to clarify that ESD4 will maintain specialty care and bariatric transport capabilities to meet the needs of patients requiring enhanced medical transport services.
- **Reporting and Performance Metrics:** The agreement includes a provision requiring ESD4 to submit detailed monthly reports on response times, patient transports, and service performance metrics to the City.

Next Steps:

The City Council will discuss the revised ILA during the March 6, 2025, workshop. Based on Council direction, final revisions may be made before presenting the agreement for approval at a subsequent City Council meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Advances Strategic Action Plan priorities 4.2 and 4.3 regarding Fire and EMS service continuity.
- Ensures a seamless transition and uninterrupted EMS transport services.
- Aligns response time standards with established regional expectations.
- Enhances operational clarity by defining staffing levels, equipment, and mutual aid requirements.
- Maintains cost transparency by formally outlining ESD4’s billing responsibilities.
- Strengthens financial protections through updated insurance requirements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The proposed \$6,125 monthly payment to ESD4 is a budgeted expense for FY 2024-25. The payment is identical to the prorated portion of the expiring agreement with Acadian.

INTERLOCAL AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES (EMS)

This interlocal agreement for Ambulance and Emergency Medical Services (EMS) (herein "Agreement") is entered into effective _____, by and between Bexar County Emergency Services District No. 4 ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code and The City of Fair Oaks Ranch, Texas ("City"), a home rule municipality.

RECITALS

WHEREAS, both District and City propose to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code to allow District to perform certain governmental functions and services for City, which shall be limited to Ambulance and EMS for persons located within the geographic boundaries of the City; and

WHEREAS, District is an emergency services District providing emergency services in the District, but not including the territorial limits of the City, and is duly licensed and certified under the laws of the State of Texas to provide ambulance and EMS; and

WHEREAS, District, a licensed Emergency Medical Services Provider under the provisions of the Texas Emergency Medical Services Act, has the capability to provide advanced life support emergency medical services with ambulances typically staffed by both Emergency Medical Technician-Paramedic (EMT-P) and Emergency Medical Technician-Basic (EMT-B) certified personnel; and

WHEREAS, District has the necessary experience and qualifications to perform the services contemplated hereunder and has agreed to provide said services; and

WHEREAS, the City desires to protect the health and welfare of the residents of City and the traveling public visiting and passing through the City; and

WHEREAS, the City's fire department, EMS, and ambulance transport services are provided through third party contracts; and

WHEREAS, the City wishes to remove the confusion of overlapping jurisdiction of the three counties situated in the city limits; and

WHEREAS, it would be to the City's and District's advantage to enter into an agreement for Ambulance and EMS in the City; and

WHEREAS, the City has agreed to the terms of service provision and compensation as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the City and District hereby agree as follows:

ARTICLE I - PURPOSE

- 1.01 The purpose of this Agreement is to secure advanced life support emergency medical service coverage, with ambulances typically staffed by both Emergency Medical Technician-Paramedic (EMT-P) and Emergency Medical Technician-Basic (EMT-B) certified personnel, for sick and injured persons in the City of Fair Oaks Ranch.
- 1.02 In the performance of services under this Agreement, District and its employees shall always be independent contractors. The City shall neither have nor exercise any control or direction over the methods by which District performs its services, except as expressly provided by this Agreement.
- 1.03 This Agreement does not create an employment relationship, partnership, or joint venture between District, its subcontractors, agents or employees and the City. Neither District nor its subcontractors, agents or employees shall be deemed employees of the City for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the City.
- 1.04 The City Manager of the City or his/her authorized designee of the City shall be the liaison responsible for communication with District. The Administrator of the District or his/her authorized designee of the District shall be the liaison responsible for communication with City.

ARTICLE II - TERM

- 2.01 This Agreement shall be for a period of six months, beginning April 1, 2025, and ending September 30, 2025 (the "Term"). Either party may terminate this Agreement, by providing the other party not less than 60-days written notice.
- 2.02 **Immediate Termination.** The City may terminate this Agreement immediately upon notice to District, in the event of: (a) District's violation of any applicable Federal, State or local law, rule or regulation governing the operation of emergency medical services; (b) the revocation or suspension of any of District's licenses, accreditations or certifications; (c) District's failure to maintain the Professional and General Liability Insurance coverage specified hereunder or a material change in the original terms of such insurance; (d) District's failure to comply with the terms, conditions or determinations of any Quality Management Program or other City requirements; or (e) City's determination that the health, safety or welfare of any patient may be in jeopardy if this Agreement is not terminated.
- 2.03 **Termination Due to Material Breach.** The City, at any time by written notice to District, may declare this Agreement in default and terminate this Agreement. District shall have thirty (30) days after receipt of written notice to cure any default unless such right to cure

is waived or cure is deemed impossible. The City shall be the sole judge of whether the default has been satisfactorily cured. The events giving rise to termination under this section include but are not limited to:

- (a) failure by District in the performance of any of its obligations hereunder;
- (b) a proceeding in bankruptcy or under any law for relief of debts involving District as a debtor;
- (c) expiration or cancellation of any policy of insurance agreed to be maintained by District.

ARTICLE III - SERVICES

- 3.01 District will provide continuous emergency medical dispatch, emergency medical services ("EMS" herein, defined below) and hospital transportation for sick and injured persons located in the City of Fair Oaks Ranch 24 hours per day, seven days per week during the term of this Agreement. "EMS" means services used to respond to a perceived need for immediate medical care to prevent death or aggravation of physiological or psychological illness or injury and does not include hospital to hospital ambulance service.
- 3.02 District shall provide the necessary qualified and certified personnel and equipment for providing Ambulance and EMS to the City in accordance with this Agreement and the operational standards and practices used by the District and shall enter into and maintain reciprocal mutual aid agreements with surrounding governmental entities and emergency services districts when necessary or advisable.

ARTICLE IV - PERFORMANCE REQUIREMENTS AND STANDARDS

- 4.01 **Provider Licensure.** District shall secure and maintain a valid and current license as an EMS provider from the Texas Department of State Health Services (TDSHS). District shall provide that all vehicles used for EMS shall meet all minimum specifications and equipment requirements as prescribed by TDSHS.
- 4.02 **Ambulances and Staffing.** District shall provide sufficient ambulances and staff to provide twenty-four hours per day, seven days per week emergency medical services coverage and transport for all areas within the City of Fair Oaks Ranch. Additionally, twenty-four hours per day, seven days per week, District shall provide support to first responders on scene when requested to do so and shall also serve as the scene EMS transport provider for first responders serving the City of Fair Oaks Ranch. District shall make every effort to staff all ambulances with at least one emergency medical technician Basic (EMT-B) and one emergency medical technician Paramedic (EMT-P) who have active status certification, as required for MICU-level services by 25 TAC 157.11(g). Exception to the MICU-level staffing shall be in the event of a disaster situation whether Human made or an act of God. All EMTs and EMT-Ps must successfully complete National Incident Management System (NIMS) courses, IS-100, 200, 700, 800 for disaster

management. All Bexar County ESD 4 employees must possess and maintain an appropriate and current Texas driver's license at all times.

- 4.03 **Radio Systems.** District, at its sole expense, shall maintain the ability to communicate on the Alamo Area Regional Radio System (AARRS) and all applicable City/County interoperability talk groups. Each ambulance and medic shall be equipped with appropriate radio equipment to ensure reliable communication with District Dispatch Center, the Bexar County Public Safety Communications Center, the Boerne Dispatch Center, and all public safety entities that serve the City of Fair Oaks Ranch.
- 4.04 **Global Positioning System/Automatic Vehicle Location.** District, at its sole expense, shall have in operation at all times throughout the duration of this Agreement, a Global Positioning System/Automatic Vehicle Location system on all ambulances and integrated dispatch technologies to facilitate response and radio and communication interoperability with the City and Bexar County public safety community.
- 4.05 **Specialty Care and Bariatric Patient Transports.** District, at its sole expense, will specially equip at least one ambulance to handle the transportation needs of morbidly obese patients and one ambulance to handle Specialty Care Transports/Critical Care Transports ("CCT").
- 4.06 **Medical Direction.** District shall, at its sole expense, retain the services of a medical director to provide medical supervision, develop treatment and transport protocols and/or standing orders of each level of care rendered by District personnel throughout the duration of this Agreement. The medical director shall be a licensed physician under the terms of the Texas Medical Practice Act and shall meet all requirements as set forth by Federal, State and local laws pertaining to EMS. Treatment and transport protocols, standing orders, and medical management shall be at the sole and absolute discretion of District.
- 4.07 **Response Times and Performance Standards.** District shall provide continuous response capability for all EMS calls and shall track and report its average fractile monthly emergency response time per category. Emergency response times shall be measured by the amount of time lapsing between the time of dispatch notification and arrival of the EMS vehicle at the dispatched site. Dispatch notification shall mean that point in which a unit is assigned and dispatched to a scene. Emergency response time averages shall include runs that are not dispatched; provided, however, that each run is made in response to a legitimate request for Emergency Medical Service as defined in Section 3.01. Excluded responses will only include any intentionally delayed response whereby access to a scene is deemed unsafe for EMS personnel or vehicles to enter the area until deemed "clear and safe" by law enforcement or fire department officials.

The following response time standards shall apply:

- (a) Alpha/Bravo (lowest priority): 90% of responses within 20 minutes
- (b) Charlie/Delta (medium priority): 90% of responses within 15 minutes

(c) Echo (highest priority): 90% of responses within 11 minutes

4.08 **Charges to Users.** This Agreement does not provide "free" or "no cost" services to EMS users in the service area. District is not prohibited from charging and collecting reasonable user fees for EMS in accordance with the schedule set forth in **Exhibit A**. All charges for EMS shall be uniform for all users. No rate discrimination shall be made between the users. District shall not discriminate in any way based on real or perceived conditions of national origin, race, color, creed, religion, sex, sexual orientation, age, physical disability, mental disability or economic status.

4.09 **Reports.** District will provide, in a format acceptable to the City, the following informational reports to the City or its designee no later than the 15th of each month:

(a) Listing of all responses to calls in Fair Oaks Ranch provided under this Agreement to include Call Type i.e. Alpha, Bravo, Delta, Echo date, time of call received by District dispatch time, and EMS vehicle arrival time, location of patient, type of injury/illness, whether transport was required, explanation for all response times under 1 minute, and to what facility the patient was taken.

(b) Statistics demonstrating fulfillment of performance measure requirements, including total average fractile monthly response time for all calls for the month and computation of late response percentage all as calculated as provided in this Agreement.

(c) At the request of the City, description of the total "dollars collected per patient billed," in a format and containing detail acceptable to the City.

4.10 The District shall submit an annual financial statement to the City Manager or his/her designee upon ten (10) business days written request by the City, inclusive of fiscal year actuals.

4.11 **Quality Performance.** District will from time-to-time demonstrate to the reasonable satisfaction of the City that it has established and implemented effective, documented peer review and quality improvement protocols to ensure compliance with quality of care requirements of the TDSHS and professionally recognized emergency response standards.

ARTICLE V - PAYMENT SCHEDULE

5.01 The City will pay the District, \$6,125 monthly, in exchange for the services as outlined in this Agreement. The City funds will be used as outlined in Article IV and are not applied to any wear and tear or material depreciation of District owned Ambulances and equipment in responding to EMS calls within the City.

5.02 The City agrees to provide a station capable of housing an ambulance crew 24 hours a day at no cost to ESD4. This provision is considered part of the compensation structure and is not in lieu of charges for services rendered to patients.

ARTICLE VI - INSURANCE

6.01 During the term of this Agreement and extensions, if any, District shall provide and maintain, at its own expense, the following types and amounts of insurance:

<u>TYPE</u>	<u>AMOUNT</u>
Workers' Compensation	Statutory Limits
Commercial Automobile Liability	\$1,000,000 combined single limit
Comprehensive General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Professional Liability	\$1,000,000 each occurrence \$3,000,000 aggregate
Umbrella Coverage	\$5,000,000 each occurrence \$5,000,000 aggregate

6.02 District further agrees that with respect to the above insurance, the City shall be provided with thirty (30) days advance notice, in writing, of cancellation or material change. The workers' compensation coverage shall provide a waiver of subrogation in favor of the City. The general liability and umbrella coverage shall name the "City of Fair Oaks Ranch" as an additional insured. District's professional liability coverage shall cover claims based on acts or omissions that occurred during the term of this Agreement (including any extensions). Unless said coverage is on an "occurrence basis," such professional liability coverage shall include "tail" coverage of the same limits as stated above for any "claims-made" policy as necessary to continue coverage until any applicable statute of limitations has expired. Prior to the commencement of the term of this Agreement, District shall furnish the City with a carrier's certificate of insurance evidencing the coverages described above. Each certificate shall provide that no policy may be cancelled or materially altered unless at least thirty (30) days prior written notice of such cancellation or material alteration is provided to the City.

ARTICLE VII - NOTICES

7.01 Any notices to be given hereunder by either party to the other shall be effected in writing either by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the following paragraph, until and unless such party changes the specified address by written notice to the other.

7.02 Notice shall be given to each of the parties at the following addresses:

If to City: City Manager

City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

If to District: Administrator
Bexar County District
26217 Ralph Fair Road
Boerne, Texas 78015

ARTICLE VIII - HIPAA

8.01 This Agreement shall not be construed to establish a "business associates" relationship as that term is defined in and for purposes of the Health Insurance Portability and Accountability Act, and implementing regulations issued pursuant thereto ("HIPAA" herein). The City and District are Covered Entities, each governed by the provisions of HIPAA.

ARTICLE IX - GENERAL PROVISIONS

9.01 **Corporate Practice of Medicine.** Nothing contained herein is intended to (a) constitute the use of a medical license for the practice of medicine by anyone other than a licensed physician; (b) aid the City or any corporation to practice medicine when in fact such corporation is not licensed to practice medicine; or (c) constitute or result in any other act or create any other arrangements in violation of the Texas Medical Practice Act currently codified in the Texas Occupations Code.

9.02 **Retention of and Access to Records and Reports.** District agrees to provide the City and federal, state, and local governmental authorities having jurisdiction, upon request, access to all books, records and other papers (including, but not limited to, medical and financial records) and information relating to this Agreement and to those services rendered by District pursuant to this Agreement, to the extent not protected by a legal or statutory privilege. District shall maintain such books, records, papers and information for the longer of six (6) years after termination of this Agreement, or the period required by applicable state law. All requested information shall be supplied within ten (10) business days of the receipt of the request, where practicable.

9.03 **General Representations, Warranties and Covenants.** District represents and warrants that:

(a) All information, data or reports provided or to be provided to the City is, shall be, and shall remain complete and materially accurate as of the date shown on the information, data, or report to the best of District's knowledge, and that since said date shown, shall not have undergone any significant change without written notice to the City.

(b) Supporting financial statements (if any) provided or to be provided to the City are, shall be, and shall remain complete, accurate, and fairly reflective of the financial condition

of District on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to the City, there has been no material change, adverse or otherwise, in the financial condition of District.

- (c) No litigation or proceedings are presently pending or threatened against District relating to this Agreement.
- (d) District has legal authority to enter into this Agreement and has taken all necessary measures to authorize such execution of this Agreement pursuant to the terms and conditions hereof.

9.04 Non-Discrimination.

- (a) The parties to this Agreement shall make no distinction among persons employed pursuant to, covered by or served under this Agreement on the basis of race, color, sex, creed, age, national origin, or handicap. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, creed, age, national origin, or disability include, but are not limited to the following: denying any service or benefit or availability of a facility; providing any service or benefit which is different, or is provided in a different manner, or at a different time from that provided to others under this Agreement; subjecting anyone to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit.
- (b) In the event of non-compliance by District (or District's employees or agents) with local, state, federal equal employment opportunity and affirmative action rules, regulations and laws, this Agreement may be canceled, terminated, or suspended by the City, in whole or in part, and District may be barred from further contracts with the City.

9.05 Certification and Regulatory Compliance. District shall comply, and upon request, District shall submit evidence of such compliance, with all State and federal certifications, regulations, or licensure requirements pertaining to the services provided hereunder. District agrees to give immediate notice to the City in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation, of licensure or of any circumstance that would cause District to be noncompliant with any such statutes, rules, regulations, standards, or directives. Further, District shall provide all services in accordance with applicable Medicaid and Medicare requirements.

9.06 Assignment. This Agreement is not assignable by either party without the prior written consent of the other. Any assignment without such written consent shall be void and have no effect.

9.07 Waiver of Performance.

- (a) No waiver by the City of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any

succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of the City to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

(b) No act or omission of the City shall in any manner impair or prejudice any right, power, privilege or remedy available to the City hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

(c) No representative or agent of the City may waive the effect of the provisions of this Section.

9.08 **Captions.** The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

9.09 **Texas Law to Apply/Venue.** This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable, and venue shall lie in Bexar County, Texas.

9.10 **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.11 **Confidentiality.** District agrees to adequately instruct its employees and all personnel that may provide services pursuant to this Agreement regarding the confidentiality and privacy of patients and patients' medical information.

9.12 **Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the parties hereof. The parties acknowledge that state and federal laws relating to electronic data security and privacy as well as federal, state and local protocols for EMS services and best practices are rapidly evolving. The Parties agree to review this Agreement on annual basis and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments and best practices.

9.13 **Gender.** Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

- 9.14 **Hold Harmless.** District agrees to indemnify and hold harmless the City, its officers, agents and/or employees from and against any and all liability and costs (including attorney's fees) incurred in connection with any claims or demands for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage arising from or caused by the intentional or negligent acts or failure to act of District, its officers, agents and/or employees.

- 9.15 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

- 9.16 **Force Majeure.** The performance by District shall be excused in the event and during an event of Force Majeure. For purposes of this Agreement an Event of Force Majeure shall be defined as an event such that performance is rendered unsafe or prevented by the following: acts of God; acts of war, riot, accident, flood or sabotage; unavailability of adequate fuel, labor, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted.

- 9.17 **Appropriation.** Notwithstanding anything in this Agreement to the contrary, all obligations of the City to make payments hereunder are subject to the appropriation of sufficient funds by the City Council of Fair Oaks Ranch. If for any reason the City fails to appropriate sufficient funds or grant expenditure authority, or funds become unavailable by operation of law, it shall relieve the City from the obligation to make such payments during the term of the non-appropriation and District shall have the option to suspend services or terminate this Agreement and their obligations hereunder until such funds are appropriated and paid.

- 9.18 **Counterparts and Electronic Signature.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

- 9.19 **Entire Agreement.** This Agreement constitutes the final and entire agreement between the parties hereto and contains all terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing dated subsequent to the date hereof, and duly executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals on the date first above written.

CITY OF FAIR OAKS RANCH, TEXAS

By: _____
City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

BEXAR COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____
Board President

ATTEST:

Ken Lopez-Maddox, Secretary

**EXHIBIT A
CHARGE MASTER RATES**

RATES:

During the term of this Agreement, rates shall be those usual and customary rates which are in effect at the time service is provided and be reasonable in view of fees charged for similar services in the communities served by the District and neighboring jurisdictions. District shall publish rates annually. A notice of any change in rates shall be provided to the City ninety (90) days prior to such change being implemented.