

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

Thursday, December 05, 2024 at 6:30 PM

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

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

---

## **AGENDA**

---

### **OPEN MEETING**

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

### **CITIZENS and GUEST FORUM**

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

3. Citizens to be heard

### **PRESENTATIONS**

4. Presentation of a 5-Year Service Award to: Clayton Hoelscher, Procurement Manager  
Joanna Merrill, PSHRA-SCP, Director of HR and Communications
5. Presentation of a 15-Year Service Award to: Christina Picioccio, TRMC, City Secretary  
Joanna Merrill, PSHRA-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 November 7, 2024 Regular City Council meeting minutes  
Christina Picioccio, TRMC, City Secretary
7. Approval of a resolution authorizing the execution of an agreement with Clark Construction of Texas, Inc. for milling and overlay repairs on Battle Intense  
Clayton Hoelscher, Procurement Manager
8. Approval of the second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025  
Summer Fleming, CGFO, Director of Finance

**CONSIDERATION/DISCUSSION ITEMS**

- [9.](#) Consideration and possible action to approve a resolution authorizing execution of an amendment to the Interlocal Agreement between the City of Fair Oaks Ranch and the Fair Oaks Ranch Municipal Development District, execution of all applicable documents by the City Manager, and providing an effective date

Laura Koerner, MDD President  
Summer Fleming, CGFO, Director of Finance

- [10.](#) Consideration and possible action approving a resolution authorizing the execution of a work authorization with Kimley-Horn and Associates, Inc. for engineering services for the WWTP Phase 1 Expansion Project

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

- [11.](#) Consideration and possible action of a Master Development Plan from Athena Domain, LLC, for an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, in furtherance of the applicant's request for Water and Wastewater CCN incorporation

Lee Muñoz, P.E., CFM, Manger of Engineering Services

- [12.](#) Consideration and possible action approving a resolution ordering a Special Election for the unexpired term of Council Place 6 to be held February 25, 2025 to be contracted with Kendall County Elections, and to authorize the City Manager to execute said agreement

Christina Picioccio, TRMC, City Secretary

**WORKSHOP**

- [13.](#) Drought Contingency Plan Workshop

Kelsey Delgado, Environmental Program Manager

**REQUESTS AND ANNOUNCEMENTS**

14. Announcements and reports by Mayor and Council Members
15. Announcements by the City Manager
16. Requests by Mayor and Council Members that items be placed on a future City Council agenda

**CONVENE INTO EXECUTIVE SESSION**

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

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

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

19. 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**

---

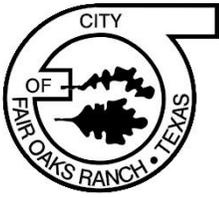
**Signature of Agenda Approval:** s/Gregory C. Maxton

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](http://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, December 2, 2024 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, November 07, 2024 at 6:30 PM

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

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

**MINUTES**

**OPEN MEETING**

**1. Roll Call - Declaration of a Quorum**

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

Council Absent: Council Members: Stroup and Muenchow

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** – No citizens asked to be heard.

**PRESENTATIONS**

**4. Accounting Professionals Day Proclamation.**

Mayor Maxton presented a Proclamation for Accounting Professionals Day to the Finance Department.

**5. Introduction of new hire(s): Clint Koerperich, Maintenance Supervisor.**

Joanna Merrill, PSHRA-SCP, Director of Human Resources and Communications, introduced the new Maintenance Supervisor, Clint Koerperich.

**CONSENT AGENDA**

**6. Approval of the October 3, 2024 Regular City Council meeting minutes.**

**7. Approval of the first reading of an ordinance amending the City Council Meeting Rules of Procedure, identifying procedures and guidelines for the approval of Council Member absences from Council Meetings.**

**8. Approval of Council Member Stroup's absence from the October 3, 2024 and November 7, 2024 Regular City Council meetings.**

**9. Approval of Council Member Parker's absence from the September 19, 2024 and November 21, 2024 Regular City Council meetings.**

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

**VOTE:** 5 - 0; Motion Passed.

**CONSIDERATION/DISCUSSION ITEMS**

**10. Consideration and possible action cancelling the January 2, 2025, City Council meeting.**

MOTION: Made by Council Member Parker, seconded by Council Member Olvera, to cancel the January 2, 2025 City Council Meeting.

VOTE: 5 - 0; Motion Passed.

**WORKSHOP**

**11. Old Fredericksburg Road Interlocal Governmental Agreement with Bexar County.**

Scott M. Huizenga, ICMA-CM, City Manager, led a workshop with the City Council regarding an Interlocal Agreement draft with Bexar County for reconstruction and maintenance of Old Fredericksburg Road. Council directed staff to remove the portion of the agreement that addresses future maintenance of the road. Council does not want to enter into an agreement to maintain a road the City doesn't own. Staff was directed to contact the City of San Antonio on a potential ownership change.

**12. Dietz Elkhorn Road Traffic Safety Concern Follow Up.**

Grant Watanabe, P.E., CFM, Director of Public Works and Engineering Services, led a workshop regarding a safety concern on Dietz Elkhorn Road from a resident. Mr. Watanabe provided background, data collected from the speed study conducted, and how the funds were used for safety enhancements. Council directed staff to send these concerns to the newly created Transportation Safety Advisory Committee for a recommendation.

**REPORTS FROM STAFF AND COMMITTEES**

**13. FY 2023-24 Preliminary Year-End Results and Quarterly Investment Report.**

Summer Fleming, CGFO, Director of Finance, provided to Council the Preliminary Year-End Results and Quarterly Investment Report for Fiscal Year 2023-24.

**REQUESTS AND ANNOUNCEMENTS**

**14. Announcements and reports by Mayor and Council Members.**

Mayor Maxton announced the partnership between the Fair Oaks Ranch Police Department, the Boerne Police Department, and the Kendall County Sheriff's office for Blue Santa. They are seeking new unwrapped toy donations for children aged infant through 16 years at several drop off locations in the City and throughout the County until December 18, 2024. People interested in applying to receive a gift should contact the Police Department. He also announced that FORHA and the City are honoring veterans at the annual Veterans Day Ceremony and Peace Tree Lighting. He invited all to attend on November 11, 2024, at 5:30 PM in the Fair Oaks Ranch Country Club parking lot. In observance of Veterans Day, the Mayor announced the closure of City offices on Monday, November 11, 2024. Lastly, Mayor Maxton announced the resignation of Council Member Muenchow due to personal reasons. The City will hold a special election to fill the vacancy, and more details will be provided as they become available.

**15. Announcements by the City Manager.**

N/A

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

N/A

**CONVENE INTO EXECUTIVE SESSION**

City Council convened into closed session at 7:43 PM regarding:

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

- 18. 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.

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:

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

**Sec. 551.072 (Deliberation regarding real property)**

- 19. 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**

City Council reconvened into open session at 8:36 PM. No action was taken.

**ADJOURNMENT**

Mayor Maxton adjourned the meeting at 8:36 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 a resolution authorizing the execution of an agreement with Clark Construction of Texas, Inc. for milling and overlay repairs on Battle Intense

DATE: December 5, 2024

DEPARTMENT: Finance

PRESENTED BY: Consent Item: Clayton Hoelscher, Procurement Manager

**INTRODUCTION/BACKGROUND:**

The City budgeted \$420,000.00 in FY 2024-25 for road repairs on Battle Intense, between Cibolo Valley and Cibolo View. Extensive cracking, pothole patching and a loss of base material has led to poor pavement condition in this area. After reviewing different repair options, City staff and GEC determined that a mill and overlay with base repair is the appropriate application for this project.

The City is utilizing an Interlocal Agreement for this purchase. The City has an Interlocal Agreement with Bexar County, allowing the City to take advantage of the bid pricing that the County receives. The lowest bidding contractor from the Bexar County competitive bid was Clark Construction of Texas, Inc. The cost to complete this work is \$151,930.00. A 5% contingency has been added, resulting in a total project cost of \$158,550.00.

A raised crosswalk is located near the intersection of Battle Intense and Cibolo View. It was installed by City staff in early 2016 after City Council discussed safety options to address the absence of a second sidewalk on the east side of Battle Intense. This installation was part of the Battle Intense Pathway Mobility project, which included constructing a sidewalk on the west side of Battle Intense between Keeneland Drive and Cibolo Creek. In June 2016, the City Council reviewed the raised crosswalk and decided to keep it in place. As part of the upcoming roadwork, staff will temporarily remove the raised crosswalk but plan to reinstall it once the work is complete.

**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.
- Utilizing pricing from the Interlocal Agreement allows the City to take advantage of pricing the was received for larger quantity projects.
- Complies with Competitive Procurement Requirements.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The City budgeted \$420,000 in FY 2024-25 for this project. The cost to complete this project is \$158,550.00, including 5% contingency.

**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.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item - I move to approve a resolution authorizing the execution of an agreement with Clark Construction of Texas, Inc. for milling and overlay repairs on Battle Intense in the amount of \$158,550.00, 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 CLARK CONSTRUCTION OF TEXAS, INC. FOR MILLING AND OVERLAY REPAIRS ON BATTLE INTENSE, 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 road improvements on Battle Intense; and

**WHEREAS**, the cost for milling and overlay improvements for this Project is \$158,550.00; and

**WHEREAS**, Chapter 791 of the Texas Government Code allows local governments to enter into Interlocal Agreements with other local governments or state agencies; and

**WHEREAS**, the City previously executed an Interlocal Agreement with Bexar County which allows the City to utilize existing pricing; and

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports this purchase and authorizes the execution of an agreement with Clark Construction of Texas, Inc. **(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 Clark Construction of Texas, Inc. for milling and overlay repairs on Battle Intense, to expend required funds up to \$158,550.00 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 5th day of December 2024.**

\_\_\_\_\_  
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 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 Clark Construction of Texas, Inc. (“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

Clark Construction of Texas, Inc.  
5140 Gibbs Sprawl Road  
San Antonio, TX 78219

**Exhibit "A"**

**SCOPE OF SERVICES**



5140 Gibbs Sprawl Road  
 San Antonio, Texas 78219  
 Phone: (210) 661-6785 Fax: (210) 661-6421

We hereby submit the following proposal for your consideration:

Highway: **Fair Oaks Ranch Battle Intense**  
 County: **Kendall**  
 Project: **Bexar County Various C&M Services**

November 12, 2024

Clark Construction of Texas, Ltd. Proposes to:

The price as shown below are contract items as well as additional items required to complete work. Included within additional items is the machinery, Striping (double yellow and 2 crosswalks) materials, & labor to perform the work.

6" Pavement Repair, Milling, 2.0" Overlay.

Approximate 2" tonnage required: 2,000sy @ 230 #/sy =230 tons  
 Approximate 6" Tonnage required: 1000sy @ 715 #/SY = 357 tons

Item	Desc Code	Description	Unit	Quantity	\$/Unit	Amount
500	TxDOT	MOBILIZATION / P&P BONDS	EA	25,000.00	\$1.00	\$25,000.00
502		BARRICADES, SIGNS, AND TRAFFIC HANDLING	EA	20,000.00	\$1.50	\$30,000.00
316	6004	TACK	GAL	400.00	\$4.00	\$1,600.00
340	TxDOT	HMAC PLACEMENT(0"- 4") (HMAC furnished by BCPW)	SY	2,000.00	\$7.70	\$15,400.00
351	6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR NON CALLOUT (6")	SY	1,000.00	\$69.45	\$69,450.00
354	6023	PLANE ASPH CONC PAV(0" TO 4")	SY	2,000.00	\$5.24	\$10,480.00
<b>Contract Items Total</b>						<b>\$151,930.00</b>

**THIS PRICES DOES NOT INCLUDE TAXES, BOND OR ASSOCIATION DUES.**

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

dollars (  \$151,930.00 )

Payment to be made as follows:

will bill accordingly to the applicable units performed monthly.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ 10 \_\_\_\_\_ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

## 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

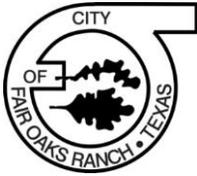
With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

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 CONSENT ITEM  
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Approval of the second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025  
DATE: December 5, 2024  
DEPARTMENT: Finance  
PRESENTED BY: Consent Item: Summer Fleming, CGFO, Director of Finance

**INTRODUCTION/BACKGROUND:**

On November 21, 2024, City Council approved a resolution authorizing the execution of an Interlocal Agreement with Bexar County for the Old Fredericksburg water line replacement project. Total costs of the project including construction, 5% contingency, consulting and project management costs is estimated to be \$599,854.

Following the approval of the Interlocal Agreement, City Council then approved the first reading of an ordinance amending the budget for FY 2024-25 in the amount of \$68,273 to meet the estimated costs of the project.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

The Old Fredericksburg water line replacement project supports Priority 3.1 of the Strategic Action Plan to enhance and ensure continuity of reliable water resources in accordance with CCN obligations. Furthermore, joint bidding with Bexar County through the approved Interlocal Agreement improves coordination, sequencing of work, and reduces total project costs and impact to nearby residents.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The proposed budget amendment will increase appropriations in the Water Capital Fund by \$68,273. The fund currently has available fund balance in the amount of \$315,423 from capital reserve fees that are unallocated to a project and available for appropriation.

**LEGAL ANALYSIS:**

Approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item - I move to approve the second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

**AN ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE BUDGET OF THE CITY OF FAIR OAKS RANCH, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025**

**WHEREAS**, a Resolution was approved by City Council on November 21, 2024, authorizing execution of an Interlocal Agreement with Bexar County for the Old Fredericksburg Road water line replacement project; and

**WHEREAS**, the total cost of the project including construction, 5% contingency, consulting and project management costs is estimated at \$599,854, and

**WHEREAS**, the remaining budget balance of FY 2024-25 and prior appropriations totals \$531,581, and

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

**WHEREAS**, the City Council finds the budget amendment as detailed in **Exhibit A** is warranted to fund the Old Fredericksburg water line replacement project.

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

**Section 1.** The City Secretary is hereby directed to file this ordinance as an amendment to the original budget and the Director of Finance is hereby directed to amend the original budget with the amendments listed 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 21<sup>st</sup> day of November 2024.**

**PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 5<sup>th</sup> day of December 2024.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Picioccio, TRMC  
City Secretary

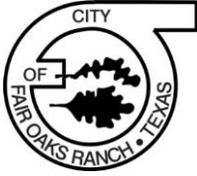
\_\_\_\_\_  
Denton Navarro Rodriguez Bernal Santee & Zech  
P.C., City Attorney

**EXHIBIT A**  
**PROPOSED BUDGET AMENDMENTS**  
**CITY OF FAIR OAKS RANCH**  
**FISCAL YEAR 10/1/2024 - 9/30/2025**

<b>Proposed Increases to Budgeted Expenditures</b>				
<u>Dep't</u>	<u>Acct #</u>	<u>Acct Name</u>	<u>Item</u>	<u>Amount</u>
Water Utility	22-504-109	Old Fredericksburg Road Waterline Replacement	Replacement of 2700 linear feet of eight-inch waterline	\$ 68,273
<b>Total Proposed Expenditure Increases</b>				<b>\$ 68,273</b>

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

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




---

## CITY COUNCIL CONSIDERATION ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

---

AGENDA TOPIC: Consideration and possible action to approve a resolution authorizing execution of an amendment to the Interlocal Agreement between the City of Fair Oaks Ranch and the Fair Oaks Ranch Municipal Development District, execution of all applicable documents by the City Manager, and providing an effective date

DATE: December 5, 2024

DEPARTMENT: Administration

PRESENTED BY: Laura Koerner, MDD President  
Summer Fleming, CGFO, Director of Finance

---

#### **INTRODUCTION/BACKGROUND:**

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that "the Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state."

This interlocal agreement was approved by both parties on October 21, 2021, and auto renews each year. Upon review by the Municipal Development District Board of Directors and Fair Oaks Ranch Staff, several changes to the agreement are being proposed.

Proposed amendments include the following:

- **Article 3:** Modify the language from "...the City and MDD mutually agreeing to cost for each service" to "the City and MDD mutually agreeing to an annual cost for said services."
- **Section 3.1.6:** Include "...in coordination with City Secretary staff..." to clarify the process.
- **Addition of Section 3.1.12:** Include "Website Services" as a new service.
- **Exhibit A of the agreement:** Update the fiscal year reference to 2024-2025.

The annual fee for FY 2024-25 is appropriate and was budgeted by each Party accordingly. Staff is not recommending a change to the fee for FY 2024-25.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

Streamline administration and procurement process by increasing efficiency when requesting services and/or equipment. The amended agreement accurately reflects services City Staff provides to the MDD in exchange of the agreed upon fee.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

Costs for City provided services are determined each year during the budget process and will be determined by calculating an estimate of Staff time providing contracted services, costs for providing supplies and a meeting space, and a pro rata share of all hardware and software costs associated with providing contracted services.

**LEGAL ANALYSIS:**

Approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve a resolution authorizing execution of an amendment to the Interlocal Agreement between the City of Fair Oaks Ranch and the Fair Oaks Ranch Municipal Development District.

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAIR OAKS RANCH AND THE FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT; EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts (“ILA”), authorizes contracts between political subdivisions for the performance of governmental functions and services , and

**WHEREAS**, the City of Fair Oaks Ranch (“City”) and the Fair Oaks Ranch Municipal Development District (“MDD”) entered into an Interlocal Agreement (“Agreement”) on October 21, 2021, and

**WHEREAS**, the Agreement automatically renewed on October 1, 2024, to run concurrently with the fiscal year, and will automatically be renewed each year unless terminated, and

**WHEREAS**, the Parties find that it is in the best interest of the Parties for the City to provide fiscal, personnel, and professional services to the MDD under the terms of the Agreement, and

**WHEREAS**, the City Council finds it necessary to amend the Agreement for inclusion of certain direct services provided by the City for transparency.

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

- Section 1.** The Interlocal Agreement between the City of Fair Oaks Ranch and the Fair Oaks Ranch Municipal Development District shall be amended 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 5<sup>th</sup> day of December 2024.**

---

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**

THE STATE OF TEXAS           X  
                                          X     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF KENDALL         X

This Interlocal Agreement Between the **City of Fair Oaks Ranch**, a municipal corporation, situated in Kendall, Bexar and Comal Counties, Texas, acting by and through its City Manager, (hereinafter referred to as “City”), and the **Fair Oaks Ranch Municipal Development District** a political subdivision of the State of Texas (hereinafter referred to as the “MDD” or the “District”) acting by and through its President and in accordance with Texas Local Government Code Chapter 377, pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City and the District are collectively referred to herein as the “Parties” and are each a “Party”.

**WITNESSETH:**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts (“ILA”), authorizes contracts between political subdivisions for the performance of governmental functions and services; and,

**WHEREAS**, the Parties desire to enter into an ILA to maximize efficiency and minimize costs in the areas of fiscal, personnel, and professional services in the provision of economic development programs that mutually benefit the Parties and serve a public purpose; and,

**WHEREAS**, the Parties hereby find that it is in the best interest of the Parties for the City to provide fiscal, personnel, and professional services to the District under the terms stated herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

**ARTICLE 1. PURPOSE**

The purpose of this ILA is to define the fiscal, personnel, and professional services to be provided by the City on behalf of MDD in the provision of economic development programs that mutually benefit the Parties and serve a public purpose. The employees and agents of each party performing under this agreement are representatives of that party and shall not be considered to be employees or agents of the other party, even if compensated for services by the other party for work performed.

**ARTICLE 2. TERM**

The initial term of this Agreement begins upon approval of the governing bodies of the Parties and execution by their respective designees and shall expire on September 30, 2022. The ILA shall automatically be renewed each year unless terminated as herein provided and each successive one year term shall begin October 1<sup>st</sup> and run concurrently with the fiscal year so long as the funds required hereunder are appropriated by the governing bodies of the Parties.

### ARTICLE 3. SERVICES PROVIDED BY CITY

The City is responsible for providing fiscal and additional staff support services to MDD. Such services are subject to the City and MDD mutually agreeing to an annual cost for ~~each~~ said services.

#### 3.1 Direct Services

The following direct services will be provided by the City to the MDD.

##### 3.1.1 Transaction Processing

The City will provide financial management, accounting and purchasing services to and for MDD. The City will allow the MDD to utilize existing City contracts if determined to be beneficial to the MDD, agreed to by the vendor, and does not interfere with vendor's performance on existing City contracts. The Board assumes responsibility for the legal and proper expenditures of all Development Project Fund monies. All monies are budgeted and expended according to the latest approved budget and in conformance with the adopted Rules of Operation.

##### 3.1.2 Accounting

The City shall maintain one or more separate accounts under the supervision of the Director of Finance for the City. The Director of Finance, in carrying out the requirements of this ILA, is responsible only in the capacity of a trust officer for the funds involved. The Director of Finance shall use generally accepted accounting procedures to satisfy their duties pursuant to this ILA. The City shall pay all invoices on a timely basis. The City shall receive all sales tax disbursements for MDD from the Texas Comptroller of Public Accounts.

##### 3.1.3 Finance

The authorization of disbursements of funds to recipients of funding under contract with MDD will be made by the Board pursuant to the adopted Rules of Operation in the ILA specified by the action of the Board, so long as the MDD Development Project Fund has sufficient funds to accommodate all payment requests.

##### 3.1.4 Financial Reporting

The City will provide an Investment Officer that will ensure compliance with the Public Funds Investment Act and also inform/report quarterly to the Board the status of MDD's investment portfolio and financial results.

##### 3.1.5 Annual Financial Statement Audit

The City will manage the annual financial statement audit and compilation of the annual financial report.

### 3.1.6 Compliance with the Open Meetings Act

The Secretary of the Board, in coordination with City Secretary staff, shall record the meeting minutes of the Board and its committees, if required, and the City shall retain the records of the MDD, as well as ensure all notices are posted and served as required by law.

### 3.1.7 Advisory Services

The City shall provide advisory services to the MDD. City shall not be liable for any advisory services given, and the MDD is under no obligation to accept the advisory services provided by City.

### 3.1.8 Records Management

The City shall maintain records of MDD activities in accordance with the same state-mandated records retention schedule that is followed by the City.

### 3.1.9 Grant Application Processing

The City shall work with the MDD on identifying potential grant opportunities that align with the MDD's statutory purpose, policies and goals. If determined to be beneficial, the City may apply for such grants. The MDD will assist the City with obtaining any information necessary for the initial application and will supply any additional information in a timely manner. The City will coordinate with the Grant Requestor and assist in monitoring the application until a decision is made.

### 3.1.10 Grant Administration

If a grant is approved, the City will be responsible for administering the grant and confirming all grant requirements are met. The City will supply any information to the MDD upon request. The MDD is the final authority for approval of grant disbursements.

### 3.1.11 Meeting Facilities

The City shall provide meeting facilities for the MDD. In the event that a meeting is conducted outside of City facilities, the MDD will be responsible for the cost of the meeting site.

### 3.1.12 Website Services

The City shall provide website services for the MDD, including hosting associated webpages on the City's website and associated management.

3.2 Indirect Services

3.2.1 Administrative, Facilities & Supplies Overhead

Administrative Costs for City employees, facilities, and supplies shall be included in the annual budgets as approved by the MDD and City under the terms of the ILA.

**ARTICLE 4. BILLING PROCEDURES AND PAYMENT**

The City shall submit invoices for the expenses and the cost of indirect services no more often than on a quarterly basis. The MDD shall process the invoices and shall pay the City no later than 30 days after the date the invoice is received. If circumstances warrant that the amount requires adjustment between budget cycles, a budget amendment agreed to by both parties will be executed. The rates for services to be performed each fiscal year shall be attached hereto as Exhibit A.

**ARTICLE 5. TERMINATION AND AMENDMENTS**

Either party may terminate this ILA in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be effected by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.

Either party can request an amendment to this ILA by giving thirty (30) days written notice. The amendment becomes effective only by the approval and signature of both parties.

In the event of termination, all costs incurred through the date of termination will be paid within thirty (30) days of request for reimbursement or payments.

**ARTICLE 6. ADMINISTRATION OF AGREEMENT**

All notices pursuant to this ILA shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to the City:

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

If to MDD:

President  
Fair Oaks Ranch Municipal Development District  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

### **ARTICLE 7. DISPUTE RESOLUTION**

In the event that a dispute arises regarding the interpretation of the terms, duties, and responsibilities of the Parties under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties solely to the extent of the disputed contract provision. Nothing herein shall limit or waive either Parties right to defend itself or seek relief in any manner allowed by law.

### **ARTICLE 8. GOVERNING LAW AND AUTHORITY**

The laws of the State of Texas shall govern this ILA and all obligations hereunder of the parties are performable in Fair Oaks Ranch, Texas. Venue for any legal proceeding is Kendall County, Texas. Any applicable state or federal statute or rule will take precedence over any inconsistency in the Interlocal Agreement or in any statement of work issued under the Interlocal Agreement. The City Manager shall be the signature authority for the City, and the President shall be the signature authority of the MDD. Each party may choose to delegate signature authority by amendment to this agreement and by mutual agreement of both parties.

### **ARTICLE 9. NON-ASSIGNMENT**

This ILA shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives' successors and assigns. Neither the City nor MDD shall assign any duty of this ILA, excepting those already identified herein, without written consent of the other.

### **ARTICLE 10. SEVERABILITY**

Should any provisions of this ILA for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

### **ARTICLE 11. ENTIRETY OF AGREEMENT**

This is the entire agreement between the parties and no modification of this ILA shall be of any force or effect, unless it is in writing signed by both parties. No official, employee, agent or representative of the City or MDD has any authority, either express or implied, to amend this ILA, except pursuant to such express authority as may be granted by the governing body of the City of Fair Oaks Ranch or MDD Board of Directors.

### **ARTICLE 12. OFFICIALS NOT TO BENEFIT**

No public official of the governing body of the City or MDD who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the ILA which affects his/her personal interest, nor shall he/she have any personal or pecuniary interest direct or indirect in this ILA or

proceeds thereof.

### **ARTICLE 13. OWNERSHIP OF DOCUMENTS**

Copyright in all material created by City and paid for by MDD as part of this Agreement shall be the property of City. Both City and MDD may use these materials, and permit others to use them. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the City provides and uses to perform this Agreement but which is not created for or paid for by the MDD shall be owned by the City or such other party as determined by Copyright Law; however, for any such materials, City hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to the MDD to use the material for MDD internal purposes.

### **ARTICLE 14. GOVERNMENTAL FUNCTIONS; LIABILITY; NO WAIVER OF IMMUNITY OR DEFENSES**

Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

1. The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
2. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
3. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the participating Party or its respective employees, agents, representatives, or assigns, in connection therewith.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No participant waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

**ARTICLE 15. AGREEMENT**

**This ILA shall constitute the sole agreement between the City and MDD relating to the object of this ILA and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this ILA are of no force and effect.**

WITNESS our hands to this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**MDD**

**CITY**

\_\_\_\_\_  
Laura Koerner  
President

\_\_\_\_\_  
Scott Huizenga  
City Manager

**EXHIBIT A**  
EXHIBIT "A"

Compensation

<u>Fiscal Year</u>	<u>Rate of Services</u>
<del>2021-2022</del>	
<u>2024-2025</u>	\$30,150



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

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of a work authorization with Kimley-Horn and Associates, Inc. for engineering services for the WWTP Phase 1 Expansion Project

DATE: December 5, 2024

DEPARTMENT: Public Works

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

**INTRODUCTION/BACKGROUND:**

The City requires engineering services for the Wastewater Treatment Plant (WWTP) Phase 1 Expansion Project, the largest wastewater project in the adopted Capital Improvement Plan. The project will address immediate plant needs: (1) Effluent Pump Station and conveyance system upgrades, (2) Bottom of the Hill lift station upgrades, and (3) odor control improvements at the headworks.

In September 2023, the City executed a work authorization with Kimley-Horn and Associates, Inc. for 30% design phase services. This included hydraulic analysis to determine effluent conveyance system sizing, pump sizing, wet well and pump vault capacity, evaluation of potential options for rag removal at the lift station, and evaluation options for odor control at the headworks. Below are highlights from the 30% design phase:

- Effluent Pump Station requires upgrade from two 15 HP end-suction pumps to three 30 HP VFD submersible pumps with modifications to the pump vault and wet well to accommodate new discharge piping.
- Conveyance system between the WWTP and Blackjack effluent storage pond requires an upgrade of 10,400 linear feet of pipe from six-inch and eight-inch pipe to 12-inch pipe.
- Conveyance system between the WWTP and Live Oak effluent storage pond is eight-inch pipe and determined adequate.
- Bottom of the Hill Lift station requires an upgrade from two 10 HP submersible pumps to two 15 HP submersible solids-handling pumps. To remove rags and debris, solids-handling pumps are a less expensive solution than installing an auger screen system or wastewater grinder system.
- Headworks requires installation of a carbon adsorption system with vapor phase treatment to remove hydrogen sulfide and other odor causing compounds.
- Water balance study showed the need to amend the City’s TCEQ Texas Land Application Permit to increase golf course irrigation rates from 2.0 up to 4.0 acre-ft per acre as the City approaches buildout capacity.
- Opinion of Probable Construction Cost: \$4.1 million (includes 30% contingency)

Upon completion of the 30% design phase, City staff requested an engineering services proposal from Kimley-Horn and Associates, Inc. to advance the project to final design and construction completion. This includes project management, surveying, preparation of construction drawings, specifications and construction cost estimate, utility coordination, permitting, bid and construction phase services. It also includes supplemental services for utility easement acquisition support, subsurface utility exploration, TCEQ permit amendment support, and general engineering support, if needed.

Following extensive negotiation, the consultant’s revised proposal (**Exhibit A**) was determined to be fair and reasonable. The draft work authorization (**Exhibit B**) is also attached.

Should this agenda item be approved, bid documents will be available by the end of the fiscal year. Bid advertisement is planned for the fall of 2025, shortly after adoption of the FY 2025-26 budget.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

- Supports Priority 3.2 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Wastewater Treatment in Accordance with CCN Obligations.
- Expansion of the existing WWTP will improve operations and system resiliency and is the most cost-effective solution to meet build-out treatment requirements.
- Complies with procurement requirements for professional services.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

A total of \$766,098 is available for this project from prior fiscal years. This amount is adequate to cover the cost to engineering services through construction completion, which includes \$498,501 for basic services, and \$106,405 for supplemental services.

**LEGAL ANALYSIS:**

Legal has reviewed the resolution and approved it as to form.

The work authorization will be issued pursuant to the Standard Professional Services Agreement with Kimley-Horn and Associates, Inc., executed on February 24, 2022.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve the resolution authorizing the execution of a work authorization with Kimley-Horn and Associates, Inc. for engineering services for the WWTP Phase 1 Expansion Project, expenditure of the required funds up to \$604,906, and execution of all applicable documents by the City Manager.

**CITY OF FAIR OAKS RANCH**  
**WASTEWATER TREATMENT PLANT – PHASE 1 EXPANSION (FINAL DESIGN PHASE)**  
**SCOPE OF SERVICES**

**Project Understanding**

Kimley-Horn and Associates, Inc. (the Professional or Consultant) understands that the City of Fair Oaks Ranch (the City) wishes to construct multiple improvements to the Wastewater Treatment Plant (the Project). The Wastewater Treatment Plant (WWTP) is an activated sludge plant that is permitted for an average daily flow of 0.5 million gallons per day (MGD). This project will include design of the following improvements:

- Effluent pump station capacity upgrades
  - Installation of three (3) new 30 HP VFD Flygt submersible pumps with a duty point of 608 gpm @ 101 feet of head and their respective valves and appurtenances.
  - Modifications to the pump vault including coring of vault wall to accommodate for new discharge piping.
  - Modifications to the wet well including coring of structure wall to accommodate for new discharge piping. Removal and replacement of wet well structure concrete top to accommodate for a larger access hatch.
  - Replacement existing canopy cover.
  - Replacement of existing pump control panel to include VFDs, controls and air conditioning.
  - Installation of an additional panel with communication and SCADA equipment.
  - Replacement above ground and below ground conduit.
  - Replacement of MCC feeder breaker and cable.
  - Install new electric service drop, electric distribution, control panel and radio communication for remote operated valves.
- Offsite effluent water main upsizing to storage ponds
  - Installation of approximately 10,400 LF of 12-inch PVC pipe parallel to the existing alignment and abandon in place existing 6-inch and 8-inch pipe to Blackjack 1 pond.
- Influent lift station capacity and condition upgrades
  - Installation of two (2) new 15 HP VFD Flygt solids-handling pumps with a duty point of 509 gpm @ 709 feet of head and their respective valves and appurtenances.
  - Relining of existing wet well.
  - Replacement of existing canopy cover.
  - Installation of new pump control panel with VFDs, controls and air conditioning.
  - Replacement above ground and below ground conduit.
  - Replacement of MCC feeder breaker and cable.
- Odor control system at the headworks
  - Installation of vapor-phase treatment and carbon adsorption system at the headworks.
  - Replacement of grating sections at the headworks with aluminum or fiberglass

- Rehabilitation of structural channel concrete surface and replacement of corroded bolts and nuts with stainless steel.

The Consultant had previously prepared a 30% Preliminary Engineering Report for these improvements as part of the Wastewater Treatment Plant – Phase 1 Expansion (30% Phase) project. This proposal encompasses the final design, bidding, and construction phase services related to these improvements as recommended in the 30% Preliminary Engineering Report.

### **Scope of Services**

The Consultant will in accordance with the terms and conditions of the Contract provide project management and preliminary design services for the project.

### **Task 1 – Project Management**

#### **1.1 – Project Schedule**

Consultant will prepare and submit project schedule in Microsoft Project, for review and approval by City. The schedule will reflect the agreements made during the scoping meeting and subsequent negotiations. An updated project schedule will be maintained and submitted with each invoice to reflect City approved changes/delays in the project. Project schedule will be updated and resubmitted at each design phase of the project.

*Deliverable – Baseline Microsoft Project Schedule in PDF. Updated schedule at 75% deliverable. Updated schedule at 100% deliverable.*

#### **1.2 – Sub-Consultant Management**

Consultant will manage, coordinate, and be responsible for its sub-consultants participating in the project. This includes, but is not limited to, distribution and coordination of work among the sub-consultants, review and payment of monthly progress and billing, quality assurance and control of the work and submittals by the sub-consultants.

#### **1.3 – Quality Assurance and Control Reviews**

Consultant will manage and be responsible for the quality of its deliverables, which includes following an established QA/QC program. The program will include reviews at each milestone along with discipline coordination, constructability reviews, and interim reviews by project staff.

*Deliverable – QA/QC Certificate Form, Copy of QA/QC internal redlines and responses at 75% and 100% deliverables*

### 1.4 – Project Meetings

Consultant will conduct four (4) monthly virtual coordination calls with City staff. Consultant will prepare agendas and necessary documents and exhibits to present project status and discuss design details. Meeting notes will be prepared and sent out to all attendees for review and approval. Minutes and meeting notes will confirm discussions and decisions made at each meeting.

*Deliverable – Meeting Agenda and Meeting notes in PDF.*

### **Task 2 – 75% Design Phase**

City will provide the Consultant with written Notice to Proceed (NTP) at which time the work for the 75% Design Phase shall be initiated.

The Consultant will perform the following professional services for this project phase:

#### **2.1 – 75% Project Kick-Off Meeting**

Consultant will conduct a project kick-off meeting with City Staff to discuss field work, WWTP pump station civil/mechanical design considerations, and electrical design considerations.

#### **2.2 – Survey – Boundary, Improvements, Topographic and Tree Survey**

Kimley-Horn will prepare a boundary, improvements, topographic and tree survey for the treated effluent main route as well as for the proposed improvements at the WWTP. The survey will be used for site planning and civil engineering design purposes. The treated effluent main route is expected to cross approximately 30 existing parcels. The survey will consist of:

- Locating existing monumentation, deed lines, platted lot lines, street rights-of-way, easements, and any encroachments or protrusions of visible improvements. Only record property lines, lot lines and easements shown on the recorded subdivision plats and in the property deeds or provided by the Client will be shown. Title research on the individual properties is not part of this proposal.
- All existing substantial features and improvements will be located. This includes buildings, parking areas, streets, sidewalks, fences, top of curb and gutter, light poles, and other structures.
- Observed locations of existing utility appurtenances, including electric and communications lines, water, wastewater, valves, top of nut elevations, manholes, drainage structures, storm pipes, gas valves, as well as inverts, flow lines, and pipe sizes where accessible. Texas 811 markings of subsurface utilities that are in place at the time our field work will also be located. This part of the proposal does not include subsurface utility engineering (SUE) such as designation by electronic means, potholing or excavating.

- Topographic information at an even grid will be provided with details of features and contour lines representing the surface of the existing ground at one-foot intervals. Primary control and benchmarks will be set on site and tied to the North American Vertical Datum of 1988 based on GNSS post processing methods.
- A tree survey, in accordance with City of Fair Oaks ordinance (Article III, Section 6) will be performed. The tree species shown on the survey will reflect field identifications made by survey crew personnel. This fee does not reflect effort by an arborist or other expert consultant should make the final determination of tree types and conditions.
- Data collection methods will be according to standard professional land surveying techniques and methods per the following where conditions warrant: GPS/GNSS Static RTK, total station, robotic scanning, and drone UAV. The base field data will be collected by Open Range Field Services field crews and processed by Kimley-Horn.

TBPLS Firm Number: San Antonio: 10193973

#### **INFORMATION PROVIDED BY the client**

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- CAD files, record construction drawings and asbuilt drawings showing the location of existing buried utilities, property lines, and easement boundaries, if available.
- Copies of title reports, if available.
- Right of Entry and Access to all Properties.

#### ***2.3 – Civil/Mechanical Design Services***

Consultant will perform civil and mechanical engineering services for the proposed WWTP Improvements. The civil/mechanical design will include the following:

- Effluent Pump Station Improvements, including:
  - Installation of 3 new submersible pumps
  - Modifications to the pump vault to accommodate for new discharge piping
  - Modifications to the wet well to accommodate for new discharge piping
  - Replacement of existing canopy cover
- Offsite Effluent Water Mains
  - Installation of approximately 10,400 LF of 12-inch PVC pipe parallel to the existing alignment and abandon in place existing 6-inch and 8-inch pipe to Blackjack 1 pond.
- Influent Lift Station Improvements, including
  - Installation of 2 new submersible solids handling pumps
  - Relining of the existing wet well

- Replacement of the existing canopy cover
- Headworks Odor Control Improvements, including:
  - Installation of vapor-phase treatment and carbon adsorption system at the headworks.
  - Replacement of grating sections at the headworks with aluminum or fiberglass.
  - Rehabilitation of structural channel concrete surface and replacement of corroded bolts and nuts with stainless steel.
- Minor provisions for future expansion of the influent and effluent pump stations, including consideration and spacing for future pumps and piping should the effluent system be upgraded in the future.

#### **2.4 – Electrical Engineering Services**

Consultant will perform electrical engineering services for the proposed improvements. The electrical design will include the following:

- Effluent Pump Station Improvements, including:
  - Replacement of the existing pump control panel to include VFDs, controls and air conditioning.
  - All above ground and possibly below ground conduit (as needed) will be replaced
  - The MCC feeder breaker and cable will be replaced
  - Connect the station to the existing SCADA system for control using pond level or another method. Panel with communication and SCADA equipment will be provided.
- Remote Actuated Valve (located near Effluent Pump Station)
  - Design power feed from the main MCC.
  - Connect the station to the existing SCADA system. Panel with communication and SCADA equipment will be provided or combined with the Effluent Pump Station Panel.
  - Provide P&ID
- Influent Lift Station Improvements, including:
  - Installation of a new pump control panel with VFDs, controls and air conditioning.
  - Replacement of above ground and below ground conduit.
  - Replacement of MCC feeder breaker and cable.
  - Connect to existing SCADA system or relocate equipment to proposed panel.
- Electrical Improvements related to the odor control system to be installed at the Headworks.
  - Design power feed from the main MCC
  - Connect the station to the existing SCADA system. Panel with communication and SCADA equipment will be provided.
  - Provide P&ID.
- Electrical Service Review
  - The CPS Energy service transformers, cable, demand load, etc. will need to be reviewed.

1. The design of upgrades to the electrical service will be coordinated with CPS Energy.
2. Design is limited to transformer, meter and main OCPD replacement as needed.
3. The replacement of the existing motor control center and other equipment located at the service entrance is not included.

### **2.5 - 75% Construction Drawings**

Consultant will prepare engineering plans in half-size (11" x 17") format. The Consultant will provide the following information on the 75% plan sheets:

#### 1) Information Sheets

- Cover
- Sheet Index
- General Notes
- Project Control Plans

#### 2) Civil Sheets (Influent Lift Station, Effluent Pump Station, and Effluent Water Mains)

- Site Plan
- Project Layout (Effluent Waterline Only)
- Plan Sheets for approximately 9,600 LF of Effluent Water Line (24 Sheets)
- Plan & Profile Sheets for approximately 800 LF of Effluent Water Line at roadway crossings (2 Sheets)
- Pond Discharge Details for the Effluent Waterline (1 sheet)
- Effluent Pump Station Details
  - Section view
  - Plan view
  - Remote-actuated valve detail
  - Pump vault details
  - Wet well details
  - Canopy replacement details
  - Other misc. pump station details
- Effluent Waterline Details
- Influent Lift Station Details
  - Section view
  - Plan view
  - Remote-actuated valve detail
  - Pump vault details
  - Wet well details
  - Canopy replacement details
  - Other misc. lift station details
- Erosion Control Plans and Details
- Tree Preservation Plans
- Traffic Control Plans

3) Odor Control Sheets

- Odor control system arrangement plan and section drawings
- Odor Control P&ID drawings
- Headworks improvement details
- Structural channel details
- Other misc. odor control details

4) Electrical Sheets (Influent Lift Station, Effluent Pump Station, and Effluent Water Mains)

- Site plan
- Electrical one line
- Miscellaneous controls
- SCADA sheets
- Instrumentation
- Security
- Details
- Grounding
- Cable and conduit schedule
- Lighting
- Legend
- Panel layouts and schedule

*Deliverable – One (1) electronic copy in PDF.*

**2.6 - 75 % Specifications**

Consultant will include technical specifications for materials and installation of all proposed facilities. No Front End Contract Documents will be provided at the 75% stage.

*Deliverable –One (1) electronic copy in PDF.*

**2.7 – 75% Opinion of Probable Construction Cost**

Consultant will prepare and submit an Engineer’s Opinion of Probable Construction Cost (OPCC) with the 75% design plans and specifications. 75% OPCC shall be a Class 2 Estimate as described in AACE Recommended Practice No. 18R-97 and 56R-08 or the latest editions. OPCC will include quantities and unit prices for construction materials included in the design.

*Deliverable – One (1) electronic copy in PDF.*

**2.8 – 75% Design Workshop**

Consultant will conduct a 75% Design review workshop for the City staff following the completion of the City's review of the 75% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments prior to initiating 100% Design.

Consultant will prepare written response to City's comments on the 75% Design and submit to City in electronic format. Comments will be incorporated into the 100% Design Documents.

*Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.*

**2.9 – 75% Utility & Stakeholder Coordination Meetings**

Consultant will prepare for and conduct coordination meetings upon completion of the 75% Design Workshop. These coordination meetings will include all applicable utility companies and other affected agencies, such as

- a. Franchise utilities (gas, phone, electric)
- b. Private Property Owners

In addition, to the formal in-person coordination meeting listed above, this scope item will include informal coordination and meetings required to keep open lines of communication with stakeholders/agencies listed above.

*Deliverable – Utility Log, Communication Log, Meeting Agenda, Sign-in Sheet, Meeting notes in PDF, and Up to two (2) Misc. Exhibit (11"x17")*

**TASK 2 – Services/Deliverables provided by City:**

- Review and comment on the 75% submittal.
- Attend the 75% design review workshop.
- Review and comment on 75% design review workshop meeting minutes.

**Task 3 - 100% Design Phase**

The Consultant will perform the following professional services for this project phase, once 75% Design Phase has been approved by City:

**3.1 - 100% Construction Drawings, Specifications, and OPCC**

Consultant will prepare engineering plans in half-size (11" x 17") format. Consultant will include technical specifications for materials and installation of proposed facilities as well as front end documents according to Engineers Joint Contract Documents Committee (EJCDC) guidelines. The City will provide input on the EJCDC front end documents, including the use of Supplementary Conditions or any other requested

modifications. The City may elect to select a contractor based on “lowest responsible bidder” or “best value bid”, and the front end documents prepared by the Consultant will reflect the preferred approach. Consultant will prepare and submit an Engineer’s Opinion of Probable Construction Cost (OPCC) with the 100% design plans and specifications. 100% OPCC shall be a Class 1 Estimate as described in AACE Recommended Practice No. 18R-97 and 56R-08 or the latest editions. OPCC will include quantities and unit prices for construction materials included in the design.

*Deliverable*

- *One (1) electronic copy of 100% Construction Drawings in PDF*
- *One (1) electronic copy of 100% Specifications in PDF.*
- *One (1) electronic copy of 100% OPCC in PDF.*

### 3.2 – Permitting

Consultant will prepare and submit the following permits:

- City of Fair Oaks Ranch Floodplain Development Permit.
  - Consultant to prepare application form and related documents for the City of Fair Oaks Ranch Floodplain Development Permit. Permitting fee to be paid for by the City.
  - Consultant will respond to one (1) round of technical comments
- City of Fair Oaks Ranch Tree Preservation/Mitigation Plan for City review.
  - Consultant to prepare tree preservation/mitigation plan for City review. Permitting/review fee to be paid for by the City.
  - Consultant will respond to one (1) round of technical comments
- Compliance with the TCEQ Texas Pollutant Discharge Elimination System and Construction General Permit
  - A TCEQ Construction General Permit will be required for construction work related to this project. Consultant will provide erosion control sheets as part of the construction drawings that include Best Management Practices (BMPs), erosion control narrative, vegetation restoration notes, and erosion control notes
  - Preparation of a Storm Water Pollution Prevention Plan (SWP3) and acquisition of a TCEQ Construction General Permit to be performed by the selected contractor.

#### TASK 3 – Services/Deliverables provided by City:

- Provide input on the EJCDC front end documents.

#### **Task 4 – Bid Phase**

The Consultant will perform the following professional services for this project phase:

##### ***4.1 - Bid Ready Documents***

Upon written notification from City, Consultant will proceed with providing Contract Documents (bid sets) for bidding. The Contract documents will be submitted electronically to the City.

Consultant will provide one (1) copy of plans, specifications and Contract Documents in Adobe Acrobat PDF format for project advertisement.

#### **4.2 – Pre-bid conference and Site Visit**

Consultant will attend the Pre-bid Conference to present the project to prospective bidders and respond to questions. Consultant will submit a draft agenda for City's review at least one (1) working day prior to conference and distribute the approved agenda and a sign-in sheet at the conference. Consultant will prepare meeting minutes within three (3) working day following the conference and provide a draft to the City PM for review. After incorporating all of City's comments, Consultant will submit the final minutes electronically.

Consultant will attend a pre-bid site visit for prospective bidders.

#### **4.3 – Responses to Questions**

Consultant will provide written interpretation of the intent of plans and specification (Contract Documents) to City for distribution to potential bidders. Consultant will prepare a log of all bidders' questions and provide response. Any changed to the contract documents resulting from bidders' questions will be addressed formally through an addendum.

#### **4.4 – Prepare Addenda**

Consultant will prepare addenda required to clarify, correct or change the bid documents. Consultant will also revise the OPCC, if necessary. Addenda will be provided in Adobe.pdf format and sealed by responsible engineer(s). Addenda will be issued to bidder through the City.

#### **4.5 – Evaluation of Bids**

City will provide consultant with the bid tabulation and the bid packets. Consultant will review the bid packet(s), verify the accuracy of the bid tabulation, determine if the apparent low bidder is the lowest responsible bidder, and prepare a letter of recommendation of award. At a minimum, the bid packet review will examine previous project history (contact client references), proposed superintendents' work history, financial viability (financial strength, payment performance, credit worthiness, etc.), and OSHA safety records. Consultant will also assess the bid for balance. Consultant will consult with City as to the acceptability of major subcontractors, suppliers, and other entities included in the bid packet.

#### **4.6 – Conformed Documents**

Per the addenda issued, Consultant will update the Contract. Consultant will provide three (3) hard copy sets of half-size (11"x17") plans and three (3) hard copy sets of specifications. One (1) CD containing the plans and specifications for the project in PDF format. Conformed sets will be sealed and signed by a professional engineer in the state of Texas.

#### **Bid Phase Deliverables**

In summary, Consultant will provide the following deliverables to City as part of the bid phase services:

- Contract documents (bid sets) and final OPCC
- Pre-bid meeting agenda and meeting minutes
- Addenda
- Written response to question from bidders
- Letter of recommendation of award
- Conformed drawings and specifications (hard copies and one PDF)

#### **Task 5 – Construction Phase Services**

For the purposes of this Agreement it is anticipated that the construction period will be twelve (12) months. The Consultant will perform the following professional services for this project phase:

##### **5.1 – Pre-Construction Conference**

Consultant will attend a Pre-Construction Conference prior to commencement of construction activity.

##### **5.2 – Visit to Site and Observation of Construction**

Consultant will make up to twenty-four (24) site visits to observe the progress of the work, twice per month for the expected construction duration of 12 months. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

**5.3 – Construction Progress Meetings**

Consultant shall attend twenty-four (24) twice-monthly construction progress meetings. Consultant will prepare agenda and meeting minutes.

**5.4 – Pay Estimate Reviews**

Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

**5.5 – Shop Drawings/Submittal Review**

Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

*Substitutes and "or-equal."* Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents. Consultant will develop special condition in the bid documents for contractor to submit "or equal" substitutions with bid.

**5.6 – Requests for Information (RFI)**

Consultant (or the appropriate sub-consultant) will respond to all questions and concerns that may arise during construction. Clarifications and interpretations of the Contract Documents will be consistent with the intent of the Contract Documents. Responses will be provided in writing, using City's standard format, if applicable.

**5.7 – Requests for Proposals (RFPs) and Change Orders (COs)**

Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

**5.8 – Substantial and Final Completion Walk-through**

*Substantial Completion.* Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Consultant will attend a one-day site visit for odor control system review for startup and commissioning.

*Final Notice of Acceptability of the Work.* Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

**Task 6 – Record Drawings****6.1 – Record Drawings**

Consultant will prepare Contract Record Drawings for the project, based on as-built redlines provided by the contractor.

*Deliverable**Digital Delivery of the following.*

- Record Drawings in PDF
- AutoCAD Project files (2024)
- GIS shapefiles of installed pipelines

**Task 7 – Supplemental Services**

Supplemental Services shall only be performed by Consultant upon written authorization from City, which may require an amended professional services agreement for approval. Subject to the City's approval, all unused supplemental services funds can be reallocated to other tasks depending on actual project needs.

**7.1– General Engineering**

This scope is intended to encompass the design associated with items that were not clearly understood or otherwise clearly defined at the time of scoping and fee development. Items in this task may include, but are not limited to, evaluation of additional WWTP components, site work, and other items that may be preferred for the operations and improvement/expansion of the WWTP.

## 7.2– Easement Acquisition Support

In addition to easement services discussed in the 75% Design Phase, Kimley-Horn will provide engineering support for easement acquisition during the 100% Design Phase by researching and responding to landowner and other stakeholder inquiries, meeting with landowner and other stakeholders during the acquisition process and creating RPLS signed and sealed easement exhibits and documents associated with engineering support of City’s acquisition efforts. As part of this effort the Consultant will attend up to three (3) meetings. This effort does not include attendance and testimony at condemnation hearings.

Metes and bounds exhibit cost:

- \$2,100 per permanent easement (maximum of 10)
- \$1,300 per temporary easement (maximum of 10)
- \$1,000 for title research per tract each easement is being requested for (maximum of 10)

*Deliverables: RPLS signed and sealed easement exhibits and documents*

## 7.3 – Subsurface Utility Exploration (SUE)

Consultant will provide Quality Service Level A subsurface utility exploration (SUE) services to identify the location and depth of existing utilities.

- Maximum of ten (10) locations are included in this scope at an average depth of 0-10 feet.

Consultant shall provide City with a SUE pothole plan for review, approval, and coordination by City prior to actual SUE work. The plan is to show approximate location of existing utilities and proposed locations of potholes for utility identification. Changes to the plan shall be documented and re-submitted to City for approval and record purposes. This service does not include City Police Officer or expedited permitting fees.

*Deliverables: Summary sheet of all test hole coordinate data and depth information, 8.5”x11” test hole data forms for all test hole locations completed signed and sealed by a Professional Engineer in PDF format, utility report containing metadata*

## 7.4 – City Council Briefings

The Consultant will prepare briefing materials for City Staff review and participate in City Council briefings. The consultant will prepare discussion topics for City Council focused upon areas of diverse opinion from the workshops in a manner that allows City Council to discuss issues and provide policy direction for City Staff and the Consultant.

The following meetings are included in this Scope of Services:

- 75% Design Phase
  - One (1) briefing to discuss progress on the design of the WWTP improvements, including a presentation prepared by the Consultant.
- Bid Phase
  - One (1) briefing in a support role to City Staff to discuss bid results and construction contract award/approval.

*Deliverable*

- *Microsoft PowerPoint presentation for each briefing*

### **7.5 – TLAP Major Permit Amendment**

The Consultant will prepare, submit and process a major permit amendment to the City's existing Texas Land Application Permit (TLAP). The City's current permit is overseen by the Texas Commission on Environmental Quality. The following documents are required to be completed in order to amend the existing permit:

- TCEQ 10053 Form (Domestic Wastewater Permit Application Administrative Report)
- TCEQ 10054 Form (Domestic Wastewater Permit Application Technical Report)
- TCEQ 10056 Form (Sewage Sludge Technical Report)
- TCEQ 10400 Form (Core Data Form)

Consultant will complete forms outlined above based on existing and available knowledge of the City's existing TLAP, including required exhibits, calculations, and attachments. Consultant will not perform sample collection or analysis.

City to provide baseline information about the existing TLAP permit including permitted flows and capacities. City to perform any required pollutant, BOD, effluent monitoring data, and other sample collection and analysis of existing treatment facilities as required by the TCEQ forms outlined above. The amendment fee will be paid by the City.

Consultant to respond to comments from TCEQ to assist in a TCEQ determination that the application is administratively complete. Consultant to respond to technical questions raised by TCEQ in review of the Permit Application. For the purposes of this scope, it is assumed that there will be no more than two (2) rounds of technical comments from the TCEQ.

*Deliverable*

- *Completed TCEQ Forms 10053, 10054, 10056, and 10400, compiled TLAP amendment deliverable to TCEQ*

**Additional Services**

Services requested by the City outside of the Basic Services scope will be authorized based on negotiated contract amendments. Additional Services shall require independent and specific not-to-exceed authorizations. Additional Services may include:

- A. Obtaining rights-of-entry for any required field work.
- B. Accompanying City when meeting with the U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Consultant will assist City on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for City’s compliance efforts.
- C. Sampling, testing, or analyses beyond that specifically included in the Scope of Services referenced herein above.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- E. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to City.
- F. Additional meetings beyond those identified in the Scope of Services.
- G. Any services not listed in the Scope of Services.

**FEE AND EXPENSES**

**Basic Services**

Kimley-Horn will perform the services in Tasks 1 - 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Management	\$ 27,850.00
Task 2 75% Design	\$ 228,371.00
Task 3 100% Design	\$ 86,075.00
Task 4 Bid Phase	\$ 24,190.00
Task 5 Construction Phase Services	\$ 122,575.00
Task 6 Record Drawings	\$ 9,440.00

<b>Total Lump Sum Fee</b>	<b>\$ 498,501.00</b>
---------------------------	----------------------

**Supplemental Services**

Kimley-Horn will perform the Supplemental Services in the tasks below on a time and materials basis per task. Supplemental Services shall only be performed by Consultant upon written authorization from City, which may require an amended professional services agreement for approval.

Task 7.1 General Engineering Design	\$ 20,200.00
Task 7.2 Easement Acquisition Support	\$ 51,550.00
Task 7.3 Subsurface Utility Exploration	\$ 23,795.00
Task 7.4 City Council Meetings	\$ 8,120.00
Task 7.5 TLAP Major Permit Amendment	\$ 31,060.00

<b>City of Fair Oaks Ranch</b>	
<b>Wastewater Treatment Plant - Phase 1 Expansion (Final Design PHASE)</b>	\$ 498,501
<b>11/15/2024</b>	\$ 134,725
<b>Detailed Cost Breakdown</b>	\$ 633,226

Phase	Task	Project Role	QA/QC Engineer (Senior Professional I)	Senior Project Manager (Senior Professional I)	Surveyor (RPLS) (Professional II)	Senior Engineer (Professional II)	Engineer (PE) (Professional I)	Analyst II (EIT)	Analyst I (EIT)	Senior CAD Tech I (Senior Tech Support I)	Accountant (Support Staff II)	Administrative (Support Staff I)	Total Hours	Total Labor Effort	Total Expense Effort	Grubb	Open Range	The Rios Group	V&A	Total Effort
Hourly Bill Rate			\$260.00	\$260.00	\$230.00	\$230.00	\$200.00	\$175.00	\$160.00	\$155.00	\$115.00	\$85.00								
<b>Basic Services</b>																				
<b>1</b>	<b>Project Management</b>												121							<b>\$ 27,850</b>
	1.1	Project Schedule Updates					1	2					3	\$ 550						\$ 550
													5	\$ 900						\$ 900
	1.2	Sub-consultant Management																		
		Project Coordination (Grubb)		1				12	12				25	\$ 4,760						\$ 4,760
		Project Coordination (V&A)		1				8	8				17	\$ 3,260						\$ 3,260
		Project Coordination (Open Range)		1				8	8				17	\$ 3,260						\$ 3,260
	1.3	Quality Assurance and Control Reviews																		
		QC Review at 75%	8										8	\$ 2,080						\$ 2,080
		QC Review at 100%	8										8	\$ 2,080						\$ 2,080
	1.4	Project Meetings (4 meetings, including agenda and notes prep)		2			6	8					16	\$ 3,120					\$ 4,440	\$ 7,560
	1.5	Project Administration (invoicing, etc.)					6	6			10		22	\$ 3,400						\$ 3,400
<b>2</b>	<b>75% Design</b>												752							<b>\$ 228,371</b>
	2.1	75% Kickoff Meeting		1			1	1	2				5	\$ 955						\$ 955
	2.2	Survey																		
		Locating existing property lines			10			16		24			50	\$ 8,820						\$ 8,820
		Locating substantial features			10			18		22			50	\$ 8,860						\$ 8,860
		Locating existing utilities			10			18		22			50	\$ 8,860						\$ 8,860
		Generating Topographic Information			8			20		16			44	\$ 7,820						\$ 7,820
		Tree Survey			8			20		16			44	\$ 7,820						\$ 7,820
		Collection of base field data															\$ 49,000			\$ 49,000
	2.5	Construction Drawings																		
		Information Sheets																		
		Cover					1		1				2	\$ 360						\$ 360
		Sheet Index					1		1				2	\$ 360						\$ 360
		General Notes					1		2				3	\$ 520						\$ 520
		Project Control Plans					1		2				3	\$ 520						\$ 520
		Civil Sheets																		
		Site Plan		1			4	6		10			21	\$ 3,660						\$ 3,660
		Waterline Layout		1			2	4					7	\$ 1,360						\$ 1,360
		Offsite Effluent Water Mains																		
		Plan View Sheets for 9,600 LF of Waterline (12 Sheets)		2				32	64				108	\$ 18,360						\$ 18,360
		Plan & Profile Sheets for 10,400 LF of Waterline (2 Sheets)		1				6	8				17	\$ 2,990						\$ 2,990
		Pond discharge details for the effluent waterline (1 sheet)					1		1				2	\$ 360						\$ 360
		Water Main Details (2 sheets)		1			1		2				4	\$ 780						\$ 780
		Effluent Pump Station																		
		Section View		1			4	6		10			21	\$ 3,660						\$ 3,660
		Plan View		1			4	6		10			21	\$ 3,660						\$ 3,660
		Remote-actuated valve detail					1	2					3	\$ 550						\$ 550
		Pump Vault Details		1			1	2					4	\$ 810						\$ 810
		Canopy Replacement Details					1	2					3	\$ 550						\$ 550
		Miscellaneous Details					1	2					3	\$ 550						\$ 550
		Influent Lift Station																		
		Section View		1			4	6		10			21	\$ 3,570						\$ 3,570
		Plan View		1			4	6		10			21	\$ 3,570						\$ 3,570
		Remote-actuated valve detail					1	2					3	\$ 520						\$ 520
		Pump Vault Details					1	4		4			9	\$ 1,460						\$ 1,460
		Wet Well Details		1			1	4		4			10	\$ 1,720						\$ 1,720
		Canopy Replacement Details					1	4		4			9	\$ 1,460						\$ 1,460
		Miscellaneous Details					1	2		2			5	\$ 830						\$ 830
		Erosion Control (3 Sheets)					2	4					6	\$ 1,100						\$ 1,100
		Tree Sheets					1	2					3	\$ 550						\$ 550
		Traffic Control																		
		Internal Traffic Control Kick-Off Meeting					1	1					2	\$ 430						\$ 430
		TCP Exhibit/Narrative					2	8					10	\$ 2,060						\$ 2,060
		Detour Plan (1Phase)					2	8					10	\$ 2,060						\$ 2,060
		Details/Standards						2					2	\$ 400						\$ 400
		Traffic Control QAQC		1			1						2	\$ 490						\$ 490
		Odor Control Sheets																		

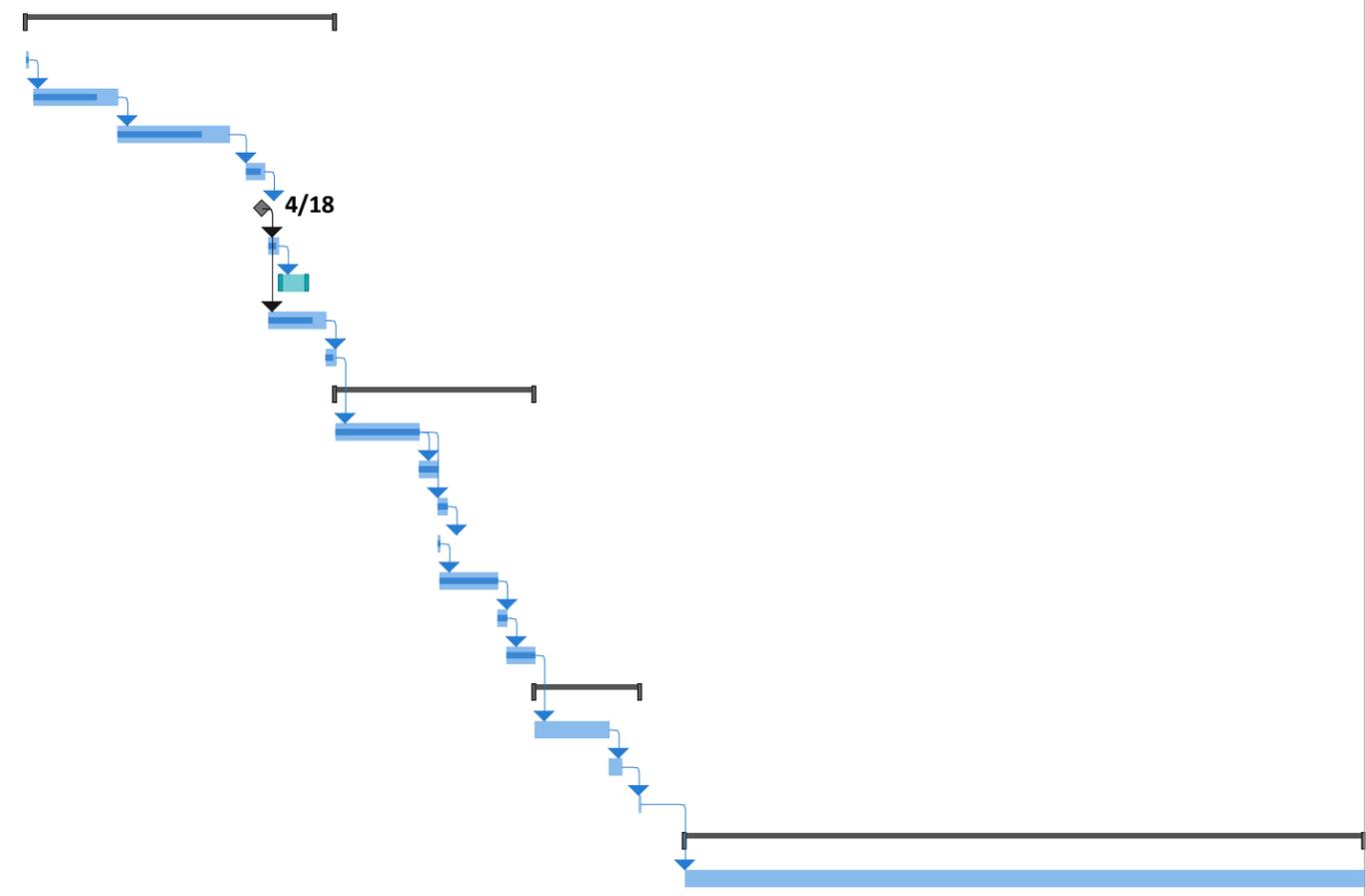




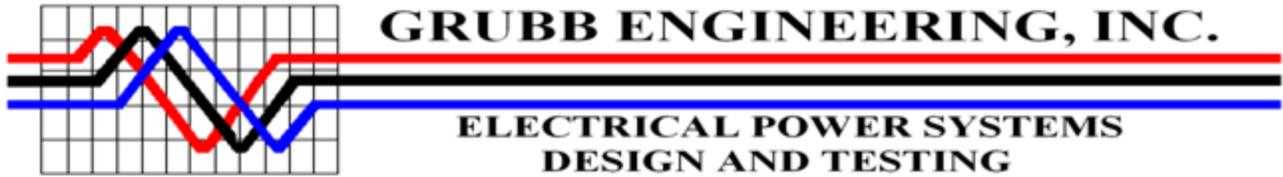


EXHIBIT A

ID	Task Name	Duration	Start	Finish	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025	Qtr 1, 2026	Qtr 2, 2026	Qtr 3, 2026	Qtr 4, 2026
1	<b>Fair Oaks Ranch WWTP Ph. 1 Improvements (Final Design)</b>													
2														
3	<b>75% Design</b>	<b>166 days</b>	<b>Thu 12/12/24</b>	<b>Mon 5/26/25</b>										
4	Kickoff Meeting	1 day	Thu 12/12/24	Thu 12/12/24										
5	Perform Survey	45 days	Mon 12/16/24	Wed 1/29/25										
6	75% Construction Documents	60 days	Thu 1/30/25	Sun 3/30/25										
7	75% Internal QA/QC, Address Comments	10 days	Wed 4/9/25	Fri 4/18/25										
8	Submit 75% Plan Set for Review	0 days	Fri 4/18/25	Fri 4/18/25										
9	Prepare for and Conduct 75% Workshop	5 days	Mon 4/21/25	Sat 4/26/25										
10	75% Utility Coordination Meeting	14 days	Mon 4/28/25	Sun 5/11/25										
11	City Review	31 days	Mon 4/21/25	Wed 5/21/25										
12	Address City Comments	5 days	Thu 5/22/25	Mon 5/26/25										
13	<b>100% Design</b>	<b>107 days</b>	<b>Tue 5/27/25</b>	<b>Wed 9/10/25</b>										
14	100% Construction Documents	45 days	Tue 5/27/25	Thu 7/10/25										
15	100% Internal QA/QC, Address Comments	10 days	Fri 7/11/25	Sun 7/20/25										
16	Prepare and Submit Permits	5 days	Mon 7/21/25	Fri 7/25/25										
17	Submit 100% Documents for Review	1 day	Mon 7/21/25	Mon 7/21/25										
18	City Review	31 days	Tue 7/22/25	Thu 8/21/25										
19	Address City Comments	5 days	Fri 8/22/25	Tue 8/26/25										
20	Prepare Signed/Sealed Bid Documents	15 days	Wed 8/27/25	Wed 9/10/25										
21	<b>Advertise for Construction</b>	<b>57 days</b>	<b>Thu 9/11/25</b>	<b>Thu 11/6/25</b>										
22	Bidding Period	40 days	Thu 9/11/25	Mon 10/20/25										
23	Respondent Review and Recommendation	7 days	Tue 10/21/25	Mon 10/27/25										
24	City Council Meeting (Approval)	1 day	Thu 11/6/25	Thu 11/6/25										
25	<b>Construction Phase Services</b>	<b>365 days</b>	<b>Mon 12/1/25</b>	<b>Mon 11/30/26</b>										
26	Construction Phase	365 days	Mon 12/1/25	Mon 11/30/26										
27														
28														
29														
30														



Project: WWTP Imps, Ph. 1 (30%) Date: Fri 11/15/24	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



TBPE F 3904

August 8, 2024

Trevor Stokes, P.E.  
 Kimley-Horn  
 10101 Reunion Place, Suite 400  
 San Antonio, TX 78216

Re: City of Fair Oaks Ranch: Wastewater Treatment Plant – Phase 1 Expansion (Design, Bid and Construction Services)  
 Scope and Fee Proposal: Rev2

Dear Mr. Stokes:

Grubb Engineering, Inc. (“Grubb Engineering”) is pleased to submit this Proposal to Kimley-Horn (“Client”) for providing Electrical Engineering Services associated with City of Fair Oaks Ranch: Wastewater Treatment Plant – Phase 1 Expansion (Design, Bid and Construction Services) (“Project”).

## Project Understanding

### Project Overview:

This project includes the design of upgrades at the existing WWTP as recommended in the Technical Memorandum issued in January 2024. Site areas and the design work to be completed are listed below:

#### **1. Effluent Pump Station:**

- a. The existing control panel will be replaced with a new panel designed for the proposed three 30hp pumps utilizing VFDs
- b. All above ground and possibly below ground conduit (as needed) will be replaced.
- c. The MCC feeder breaker and cable will be replaced.
- d. Connect the station to the existing SCADA system for control using pond level or another method. Panel with communication and SCADA equipment will be provided.
- e. Provide P&ID

#### **2. Remote Actuated Valve (located near Effluent Pump Station):**

- a. Design power feed from the main MCC.

Page 1 of 4

Re: City of Fair Oaks Ranch: Wastewater Treatment Plant – Phase 1 Expansion (Design, Bid and Construction Services)

Scope and Fee Proposal: Rev2

- b. Connect the station to the existing SCADA system. Panel with communication and SCADA equipment will be provided or combined with the Effluent Pump Station Panel.
- c. Provide P&ID

**3. Influent (Bottom of the Hill) Lift Station:**

- a. Install a new pump control panel to include the VFDs, controls and air conditioning.
- b. All above ground and possibly below ground conduit (as needed) will be replaced.
- c. Replace feeder breaker and cable from MCC.
- d. Connect to existing SCADA system or relocate equipment to proposed panel.

**4. Headworks Odor Control:**

- a. Design power feed from the main MCC.
- b. Connect the station to the existing SCADA system. Panel with communication and SCADA equipment will be provided.
- c. Provide P&ID

**5. Electrical Service Review:**

- a. The CPS Energy service transformers, cable, demand load, etc. will need to be reviewed.
  - i. The design of upgrades to the electric service will be coordinated with CPS Energy.
  - ii. Design is limited to transformer, meter and main OCPD replacement as needed.
  - iii. The replacement of the existing motor control center and other equipment located at the service entrance is not included.

## Scope of Services

**75% DESIGN PHASE:**

- Prepare 75% Plans and Specifications.
- Provide Cost Estimate (OPCC) based on 75% design.
- Attend Kickoff Meeting
  - One (1) virtual meeting
- Attend Bi-Weekly Design Meetings.
  - Four (4) virtual meetings
- Attend 75% Design Review Workshop.
  - One (1) virtual meeting
- Provide response to 75% design comments.

Re: City of Fair Oaks Ranch: Wastewater Treatment Plant – Phase 1 Expansion (Design, Bid and Construction Services)  
Scope and Fee Proposal: Rev2

**100% DESIGN PHASE:**

- Provide 100% (Draft) Plans and Specifications
- Provide 100% (Final) Plans and Specifications
- Provide Final Cost Estimate (OPCC) based on 100% design.
- Attend Bi-Weekly Design Meetings. (virtual)

**BID PHASE:**

- Attend Pre-Bid Meeting (in-person, site visit included)
- Respond to Contractor questions and provide addenda as necessary
- Provide Bid Phase Cost Estimate (OPCC) based on Bid Set Plans.

**CONSTRUCTION PHASE SERVICES:**

- Provide Conformed Documents.
- Attend up to two (2) Site Visits during construction.
- Review Submittals and O&M Manuals.
- Review RFIs and provide responses.
- Assist with miscellaneous field/change orders.
- Attend Substantial and Final Completion Walkthroughs and generate punch list.
- Attend three (3) SCADA Coordination Meetings (virtual)
- Attend Functional Demonstration Test (2 days total) (in-person)
- Provide Record Drawings.
  - Provide Record Drawings based on Contractor's marked-up drawings. Record Drawing information will be based solely on the marked-up drawings and field documentation.
  - Provide draft Record Drawings in PDF format.
  - Provide final Record Drawings in PDF and CAD file format.

## **Exclusions**

The following services are excluded from the above scope:

1. Design of light pole support bases, concrete slabs, antenna mast foundations, electrical rack foundations or other structural items
2. Design of building fire alarm or other life safety equipment.
3. Field tracing of electric circuits
4. HVAC design
5. Cathodic Protection System design
6. Additional meetings and inspections beyond the total mentioned in this document
7. Submittals of paper copies of reports, drawings and specifications
8. Radio Path Studies
9. Design of a Radio Repeater Station
10. Design at other facilities
11. Electrical Startup and Acceptance Testing

Re: City of Fair Oaks Ranch: Wastewater Treatment Plant – Phase 1 Expansion (Design, Bid and Construction Services)  
Scope and Fee Proposal: Rev2

- 12. Power System Studies
- 13. SCADA System Testing
- 14. SCADA System Programming
- 15. Antenna mast design
- 16. Antenna mast foundation design
- 17. Design of new service entrance Motor Control Center and other related equipment.
- 18. Design or review of standby generator system.

An attached spreadsheet is provided to help you in your review of our price.

Grubb Engineering will provide the services as stated for a lump sum price of **\$74,220.00**.  
Invoicing will be based on percentage of completion.

Sincerely,

Steven Mouser, P.E.  
Senior Project Manager

Accepted by:  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

Item #10.

City of Fair Oaks Ranch WWTP Improvements (Design, Bid & Construction Services)							
Fee Schedule: Rev2							
Grubb Engineering, Inc.							
Personnel:	SR PE	GE	SR DSG	CAD			
Rate:	\$230	\$145	\$185	\$105	Total Task Hours	Total Task Cost	
<b>TASK</b>							
<b>Task 1: 75% Design</b>							
1.1 75% Plans and Specifications	21	59	31	39	150	\$23,215.00	
1.2 75% OPCC	3	18			21	\$3,300.00	
1.3 Kickoff Meeting	2	2			4	\$750.00	
1.4 Bi-Weekly Design Meetings	4	2	2		8	\$1,580.00	
1.5 75% Design Review Workshop	2	2			4	\$750.00	
1.6 Response to Comments	2	2	1		5	\$935.00	
						<b>Subtotal:</b>	<b>\$30,530.00</b>
<b>Task 2: 100% Design</b>							
2.1 100% Plans and Specifications (Draft Bid)	5	15	8	7	35	\$5,540.00	
2.2 100% Plans and Specifications (Final Bid)	5	8	5	4	22	\$3,655.00	
2.3 100% OPCC	2	8			10	\$1,620.00	
2.4 Bi-Weekly Design Meetings	2	2	1		5	\$935.00	
							<b>\$11,750.00</b>
<b>Task 3: Bid Phase</b>							
3.1 Bid OPCC	1	4			5	\$810.00	
3.2 Pre-Bid Meeting	4				4	\$920.00	
3.3 Contractor Questions / Addenda	2	4		2	8	\$1,250.00	
						<b>Subtotal:</b>	<b>\$2,980.00</b>
<b>Task 4: Construction Phase Services</b>							
4.1 Conformed Documents	2	6		4	12	\$1,750.00	
4.2 Site Visits	8	4			12	\$2,420.00	
4.3 Submittal Review	16	40	16		72	\$12,440.00	
4.4 RFIs	4	4			8	\$1,500.00	
4.5 Change Orders	2	4		2	8	\$1,250.00	
4.6 SCADA Coordination Meetings	3	2			5	\$980.00	
4.7 Functional Demonstration Tests	8	8			16	\$3,000.00	
4.8 Substantial Completion Walkthrough	4		4		8	\$1,660.00	
4.9 Final Completion Walkthrough	4	4			8	\$1,500.00	
4.10 Record Drawings	2	8		8	18	\$2,460.00	
						<b>Subtotal:</b>	<b>\$28,960.00</b>
<b>Total Hours:</b>	<b>108</b>	<b>206</b>	<b>68</b>	<b>66</b>	<b>448</b>		
						<b>Total Fees:</b>	<b>\$74,220.00</b>
<b>Personnel Legend:</b>							
SR PE = Senior Project Engineer, PE							
GE = Graduate Engineer							
SR DSG = Senior Engineering Designer							
CAD = CADD Level 2							



**Open Range Field Services, LLC**

P. O. Box 2372, Pampa, TX 79066-2372  
 39350 IH-10 West, Ste. 1, Boerne, TX 78006

September 19, 2024 (Revision 1)

Client: Kimley-Horn  
 10101 Reunion Place, Ste 400  
 San Antonio, TX 78216  
 Attn: Greg Mosier/Trevor Stokes

Open Range Field Services, LLC (ORFS) is pleased to submit this proposal for professional land surveying services requested for the following parcel:

**RE: City of Fair Oaks Ranch - WWTP Phase 1 Improvements Final Design**

**Scope of Services and Basis of Estimate**

- Locate approximately 150 property corners and adjoining property corners to establish our property lines, PROVIDE A “NF” (NOT FOUND) if no corner is located;
- Fee includes up to 2 return trips for additional boundary, SUE, topo densification.
- Improvements Survey: including curbs, driveways, walls, visible utilities, fences; Limits of survey will be a corridor approximately 50’ wide, however the area at Battle Intense Crossing will be 100’ wide;
- **UTILITY NOTES:** Transformer and AC pads must have 3 shots; Power poles must be centered or in-line;
- **Power Poles with Cross Arms** – the extent of the cross arm must be located;
- Coordinate with 811 to place a ticket request and locate designation marks made by utility companies;
- Note any evidence of signs of recent construction or earth moving;
- Locate all signage including traffic signs: **note sign type**;
- Sketches & Photos;
- Light poles and cross arms on sketch, plus base dimensions, and material;
- Monument, Pylon or Billboard Signs: include diameter of pole and shots of pedestal, and sketch;
- Show buried site utilities including Top of Nut Elevations on Valves, measure downs, flow lines, pipe sizes (locate the nearest fire hydrants and sewer manhole with inverts - including clean outs; Photos Inside Manholes);
- For culverts locate flow lines, culvert dimensions and material;
- Fee provides for up to 12 accessible manholes, including pipe invert elevations, diameter, material, direction, and photos;
- Fee provides for up to 50 QL-A and QL-B designation marks made by others. Markings to be clear and field notes/sketches to be provided by SUE firm;
- Topographic survey for design (50’ wide corridor except Battle Intense Crossing will be 100’ wide);
- As-built of above ground facilities at WWTP site and tank site (SEE EXHIBIT “B”)
- Report the Geoid Model used for NAVD’88;
- Provide deliverables in scaled state plane coordinates, using a Bexar County Adjustment Factor of 1.00017 with a scale origin of x=0, y=0;
- Set minimum of 2 Primary Control Points (PCP’s) at beginning and end of project, and 4 Secondary Control Points (SCP’s) at evenly spaced intervals along the route. Coordinates for PCP’s shall be established by OPUS or Trimble RTX post-processing methods. Horizontal Coordinates for SCP’s will be established by redundant RTK measurements. A level run will be performed from the first PCP to the second PCP, establishing differentially leveled elevations on the SCP’s between. PCP’s will be 2 base stable benchmarks, preferably in concrete and outside of potential construction area STAMP SHINER WITH POINT NUMBER. Provide closure notes written in field book for level loop.
- Per the City of Fair Oaks. TC=28” (9” DBH) or larger – see 2024 ordinance pgs. 160-161 and App. B for approved trees (<https://www.fairoaksranchtx.org/DocumentCenter/View/5203/2024-Statutory-UDC-Clean?bidId=>)

<b>Boundary Fee</b>	=	<b>\$9,000.00</b>
<b>Topo Fee</b>	=	<b>\$29,000.00</b>
<b>Tree Survey Fee</b>	=	<b>\$11,000.00</b>

**OVERALL LUMP SUM FEE: \$49,000.00**

continued next page

Open Range Field Services, LLC. has offices in Texas with TBPELS Firm No.: 10193994 (Pampa), 10194069 (Boerne)



**Open Range Field Services, LLC**

P. O. Box 2372, Pampa, TX 79066-2372  
39350 IH-10 West, Ste. 1, Boerne, TX 78006

Pricing includes both field and office work necessary to complete the scope of work. If the scope outlined above changes, the price will be reassessed and discussed with the client before performing the additional work. Project will be billed on a monthly basis at the appropriate percentage complete. As of the date of this proposal, work can begin within approximately 15 business days of receiving authorized notice to proceed. Deliverables will be submitted within approximately 30 business days of authorized notice to proceed.

**Work Order Authorization**

Project will be scheduled after receiving a signed copy of this proposal or IPO which includes the scope of work stated in this agreement. Please call should you have any questions and thank you for considering Open Range Field Services for this project.

Open Range Field Services, LLC

Authorized Client Signature

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

W. Andrew McLaughlin, RPLS

Date: \_\_\_\_\_

Date: \_\_\_\_\_

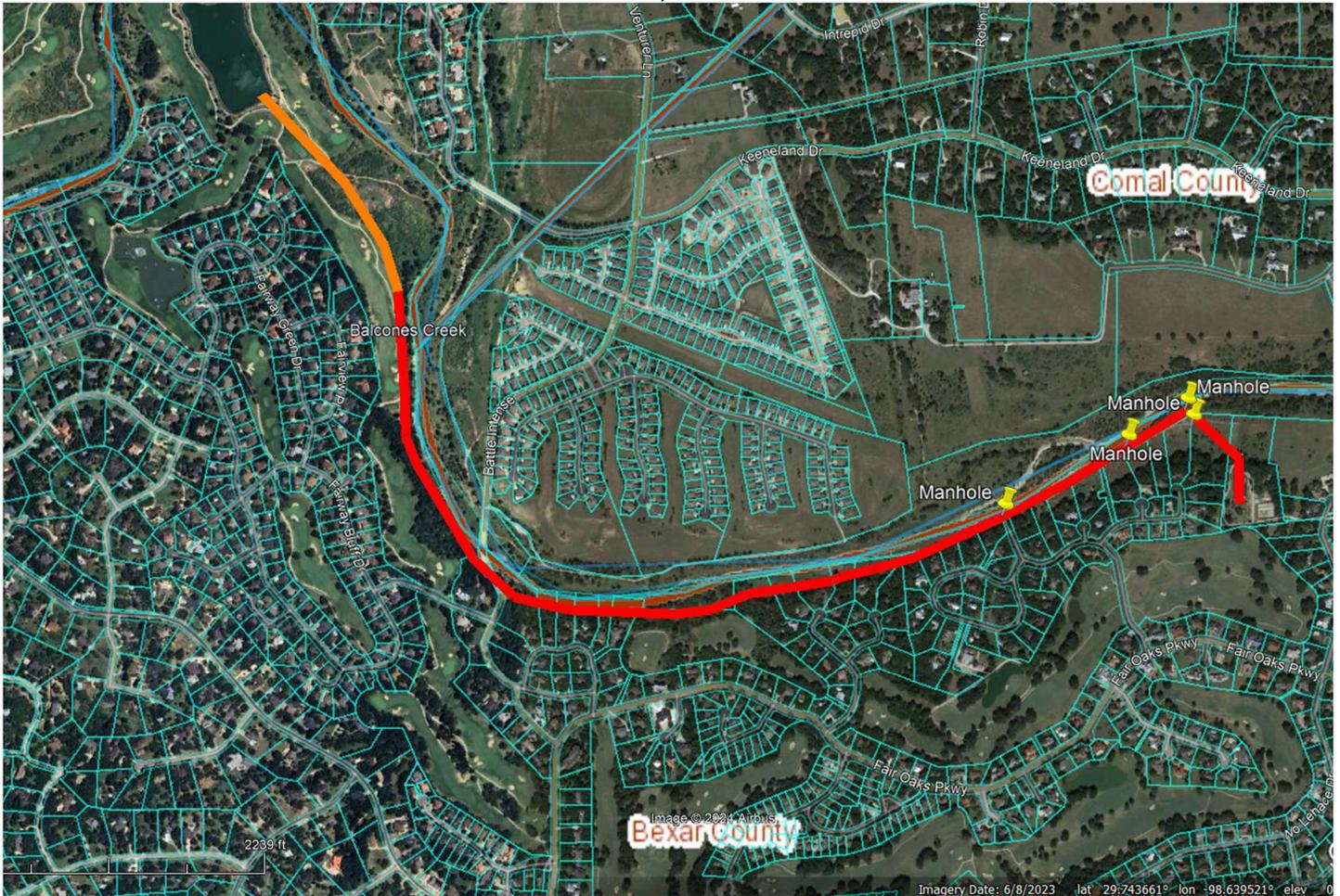
**continued next page**



# Open Range Field Services, LLC

P. O. Box 2372, Pampa, TX 79066-2372  
39350 IH-10 West, Ste. 1, Boerne, TX 78006

## EXHIBIT "A" OVERALL ROUTE 29.74003°, -98.64263°



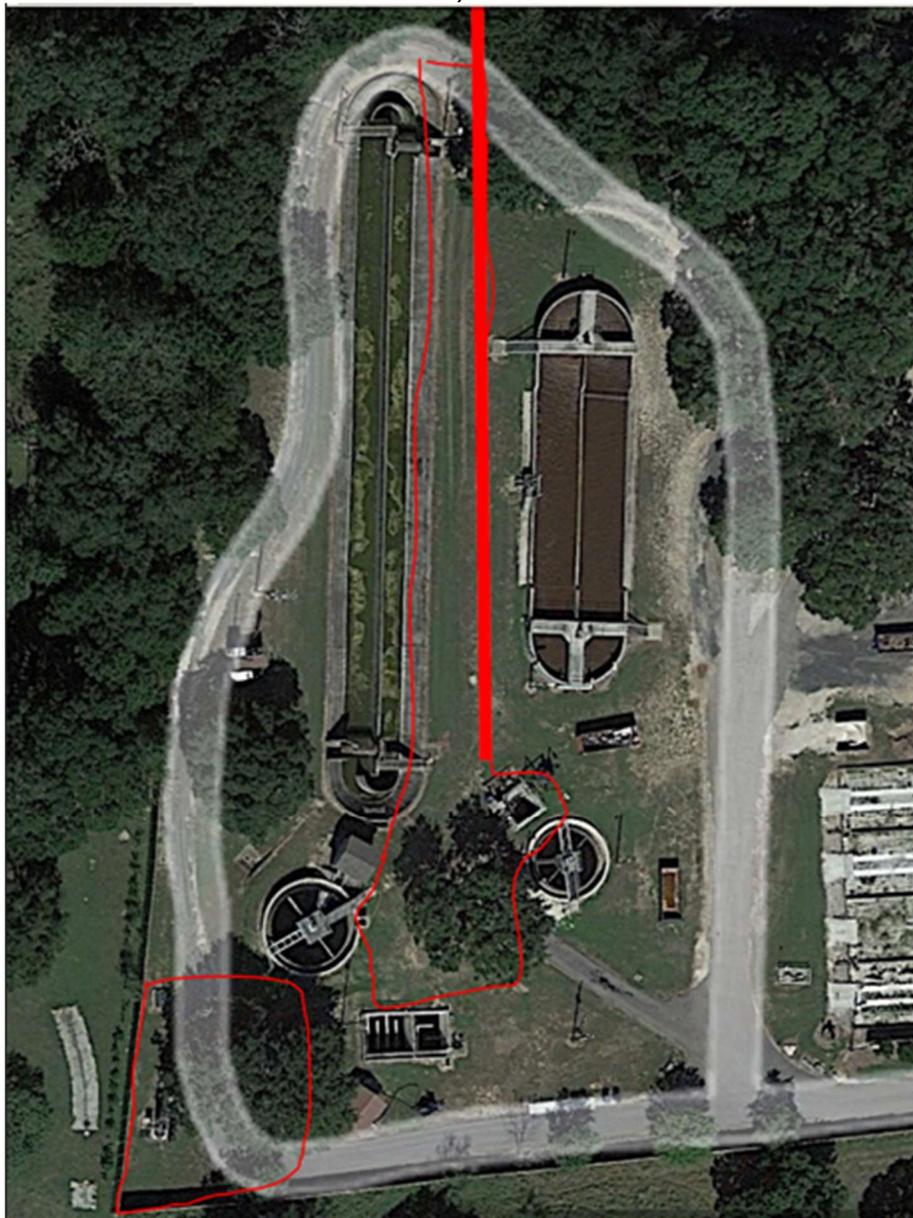


**Open Range Field Services, LLC**

P. O. Box 2372, Pampa, TX 79066-2372  
39350 IH-10 West, Ste. 1, Boerne, TX 78006

continued next page

**EXHIBIT "B"**  
**WWTP SITE AND TAND SITE**  
**29.74217°, -98.62740°**



V&A Project No. 24-0238

September 16, 2024

Trevor Stokes, P.E.  
Kimley-Horn  
10101 Reunion Place, Suite 400  
San Antonio, TX 78216  
Email: Trevor.Stokes@kimley-horn.com

**Subject:** Fair Oaks Ranch Wastewater Treatment Plant  
Proposal for Odor Control Design Services

Dear Mr. Stokes:

Thank you for requesting a proposal for odor control design services at the City of Fair Oaks Ranch (City) Wastewater Treatment Plant (WWTP). V&A Consulting Engineers (V&A) performed a field investigation of odor issues at the WWTP in December 2023 and made recommendations for headworks odor control in early 2024. The City has requested that Kimley-Horn (KH) proceed with the final design, including the odor control recommendations. V&A is prepared to provide design services for Carbon Adsorption Odor Control Equipment for the facility. It is anticipated that this work will occur in 2024.

Per your request, the following is our proposal and detailed scope of work for the subject services:

## Scope of Work

### Task | Description

1. **Project Management:** The objective of this task is to track and execute the project in accordance with the schedule, budget, and quality expectations that are established. This task includes the following project management work activities:
  - a. Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion; manage activities within total project budget.
  - b. Monitor project activities for potential changes and anticipate changes whenever possible; with approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
  - c. Manage the quality of all work activities and project deliverables.
  - d. Attend project coordination meetings up to 5 hours. Time spent over 5 hours will be invoiced on a time and materials basis at the rates shown on the attached Resource Allocation Estimate.
2. **75% Design.** V&A will develop 75% design documents for the odor control system. This task includes the following activities by V&A:
  - a. Virtually attend a project kick-off meeting to discuss the project work plan including scope, schedule, coordination, and QA-QC-related issues.
  - b. Drawings:
    - i. Provide general arrangement plan and section drawings for the odor control system.
    - ii. Provide P&IDs for the odor control system.

- iii. Provide recommended duct size connection locations on the headworks covers.
  - iv. Review and provide input on site layout and duct system drawings as prepared by KH.
  - c. Specifications:
    - i. Provide specifications for the odor control system.
    - ii. Review and provide input on specifications for odor control duct and appurtenances as prepared by KH.
  - d. Provide an Opinion of Probable Construction Cost (OPCC) for the odor control system.
  - e. Coordinate with KH on design elements provided by other disciplines such as civil, structural, electrical, instrumentation and controls, HVAC, and others.
  - f. Internal Technical Review – Perform internal quality review on Task 2 Deliverables
  - g. Address 75% Design Comments - Receive, review, and address up to one round of comments on the 75% design submittal.
3. **100% and Final Design.** V&A will develop final design documents for the odor control system. This task includes the following activities by V&A:
- a. Drawings:
    - i. Provide general arrangement plan and section drawings for the odor control system.
    - ii. Provide P&IDs for the odor control system.
    - iii. Review and provide input on site layout and duct system drawings as prepared by KH.
  - b. Specifications:
    - i. Provide specifications for the odor control system.
    - ii. Review and provide input on specifications for odor control duct and appurtenances as prepared by KH.
  - c. Provide an Opinion of Probable Construction Cost (OPCC) for the odor control system.
  - d. Coordinate with KH on design elements provided by other disciplines such as civil, structural, electrical, instrumentation and controls, HVAC, and others.
  - e. Internal Technical Review – Perform internal quality review on Task 3 Deliverables
  - f. Address 100% Design Comments - Receive, review, and address up to one round of comments on the 100% design submittal
4. **Bid Phase Services.** V&A will provide bid assistance for KH and the City. The bid phase services under this task are based on advertising, bidding, and awarding one single construction contract. This task will consist of the following activities by V&A:
- a. Prepare for and virtually attend a pre-bid conference.
  - b. Prepare up to two addenda and respond with technical clarification on up to two bidders' questions.
  - c. Review and provide relevant comments on the bid tabulation.
5. **Construction Phase Services.** V&A will provide construction assistance for KH and the City. The construction phase services under this task will consist of the following activities by V&A:
- a. Review and respond to up to four Contractor Requests for Information (RFI) relevant to the odor control system.

- b. Review and provide relevant comments on odor control system submittals.
- c. Attend a one-day site visit for odor control system inspection and commissioning.
- d. Provide as-built record drawings of the odor control system.

Any changes to the following assumptions, prevailing wage assumption, exclusions and limitations, or proposed schedule may necessitate an adjustment to the proposed fee.

### Assumptions

The following is a list of additional assumptions used to develop V&A's scope of work.

- V&A will submit monthly invoices in electronic format via email. Time spent submitting the invoice via a different method may incur additional charges.
- The odor control system design will be based on the system recommended in the Odor Control Analysis and Recommendations Technical Memorandum dated March 20, 2024 (V&A Project No. 23-0377).

### Exclusions and Limitations

The following items, unless otherwise indicated, are not included in the scope of work:

- Project Specific Health and Safety Plan
- Permitting
- Bonds
- Vendor Portal Registration
- Payment Portal Invoice Submission

## Fee Proposal

V&A proposes to complete this work on a lump sum basis at a total cost not to exceed **\$42,474.70** with terms of Net 15 days (Pay When Paid payment terms dependent on timely processing of V&A's submitted invoice). This fee is valid for 90 days from the date of this proposal (after which the total cost may be adjusted to reflect annual updates our Fee Schedule). The scope of work was developed as a result of our discussions and represents our mutual understanding.

If unforeseen circumstances should arise which indicate that more work is required, V&A will provide a written estimate of additional required work and cost. The fees in the Resource Allocation Estimate (subject to annual adjustments) will serve as the basis for developing future cost estimates. V&A will not proceed with work beyond the not-to-exceed figure without written authorization from your office.

We are prepared to begin work on your project upon receiving written approval, a notice to proceed (NTP), or a purchase order from your office.

On behalf of our staff and myself, I would like to thank you for the opportunity to be of service to you, Kimley Horn, and the City of Fair Oaks Ranch. We look forward to working with you.

Sincerely,  
V&A Consulting Engineers, Inc.



Vaughan Harshman, P.E. (TX, FL)  
Odor Control Practice Lead  
Texas Registered Engineering Firm F-9154

Accepted: \_\_\_\_\_  
Kimley Horn

Date: \_\_\_\_\_

Resource Allocation Estimate

JOB NO: 24-0238

9/16/2024

CLIENT: Kimley Horn

PROJECT NAME: Headworks Odor Control Design

Task	Description	Sr. Professional II	Sr. Professional I	Professional II	Analyst II	Analyst I	Sr. Technical Support II	Support Staff II	Total Labor Hours	Total Labor Cost and ODC by Task
1	Project Management		2	15				7	24	\$ 4,440.00
2	75% Design	2	18	14	10	20	16	1	81	\$ 15,335.00
3	100% Design	3	8	8	6	6	8	1	40	\$ 7,870.00
4	Bid Phase Services	2	5	7		6			20	\$ 4,115.00
5	Construction Phase Services		6	16	8	20	8		58	\$ 10,714.70
Subtotal Direct Labor Hours		7	39	60	24	52	32	9	223	
Hourly		\$ 285.00	\$ 240.00	\$ 215.00	\$ 165.00	\$ 140.00	\$ 180.00	\$ 105.00		
Subtotal Direct Labor Cost		\$ 1,995.00	\$ 9,360.00	\$ 12,900.00	\$ 3,960.00	\$ 7,280.00	\$ 5,760.00	\$ 945.00	\$ 42,200.00	
<b>Other Direct Costs</b>		<b>Unit Cost</b>	<b>Units</b>	<b>No. of Units</b>					<b>ODC Subtotal</b>	
Mileage		\$ 0.67	per mile	410					\$ 274.70	
Subtotal Other Direct Costs									\$ 274.70	
<b>GRAND TOTAL ESTIMATED COST</b>										<b>\$ 42,474.70</b>



June 28, 2024

Trevor Stokes, P.E.  
Kimley-Horn  
10101 Reunion Place, Suite 400  
San Antonio, Texas 78216  
[Trevor.Stokes@kimley-horn.com](mailto:Trevor.Stokes@kimley-horn.com)  
210.660.2922 office

**RE: Subsurface Utility Engineering  
Fair Oaks Ranch WWTP Phase 1 Improvements  
Fair Oaks Ranch, Texas**

Dear Trevor:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above-referenced project. This proposal is based on information provided via email on June 26, 2024

### **Introduction**

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

### **Scope of Work**

Based on information provided by Kimley-Horn (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

This proposal includes up to **ten (10) QLA SUE** test holes within the limits of the Fair Oaks Ranch WWTP Phase 1 Improvements project in Fair Oaks Ranch, Texas. The locations of the test holes are assumed to fall within the proposed effluent water main shown in red on Exhibit B, attached to this proposal. The proposed test holes will be provided to The Rios Group prior to our mobilization. To lay out the test holes, TRG will attempt to designate the target utility 10-feet on either side of the proposed test holes. No other utility investigation or designation work is included in this scope of work. TRG has made the following assumptions related to test hole excavations on this project:

- Any necessary Right-Of-Entry (ROE) permits and access to the site will be provided by the Client prior to the start of field work.

- Test holes will be excavated using vacuum excavation equipment.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment. Any improvements required to access test hole locations (clearing, grading, mat installation, etc.) will be provided by others at no cost to TRG.
- Right-Of-Way (ROW) permits from the City of Fair Oaks Ranch will be required. TRG will obtain all required City permits and ensure that coordination and compliance with the City is provided.
- Designed traffic control plans **will not** be required
- Traffic control measures **will not** be required
- Pavement coring/repair **will not** be required.
- The following items are specifically excluded from this scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

The survey of SUE field markings and test hole locations is also included in this scope of work. Client will provide the necessary survey control information in close proximity to the work area.

### **Deliverables**

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

### **Schedule**

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QLA SUE work can be completed in thirty-one (31) working days following approval of the City ROW permit, broken down as follows:

- Layout test holes – 1 day
- QLA field work – 6 days
- QLA survey and preparation of data – 10 days
- QLA deliverable preparation – 12 days

Fair Oaks Ranch WWTP Phase I  
June 28, 2024  
Page 3 of 3

**Estimated Fee**

The total estimated cost to complete the work described herein is **Twenty-Two Thousand One Hundred Thirty Dollars and NO/100 (\$ 22,130.00)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 210.981.3050.

Respectfully,

**The Rios Group, Inc.**



**Thomas W. Franke III**

Branch Manager



THE RIOS GROUP

EXHIBIT A

Estimate for Subsurface Utility Engineering  
 WWTP Phase 1 Improvements  
 Fair Oaks Ranch, Texas

Item #10.

EXHIBIT A

Direct Expenses	Rate	Assumed Quantity	Unit of Measure	Sub-Total
Survey (RPLS)	\$ 2,600.00	1	DAY	\$ 2,600.00
<b>Sub-Total</b>				<b>\$ 2,600.00</b>
Hourly Office Labor	Rate	Assumed Quantity	Unit of Measure	Sub-Total
Senior Project Manager	\$ 190.00	1	HR	\$ 190.00
Senior Professional Engineer	\$ 175.00	2	HR	\$ 350.00
Project Manager	\$ 150.00	4	HR	\$ 600.00
Assistant Project Manager	\$ 95.00	6	HR	\$ 570.00
SUE Field Manager	\$ 105.00	8	HR	\$ 840.00
CADD Tech I	\$ 90.00	6	HR	\$ 540.00
Project Coordinator	\$ 80.00	4	HR	\$ 320.00
<b>Sub-Total</b>				<b>\$ 3,410.00</b>
QL"B" SUE Designating	Rate	Assumed Quantity	Unit of Measure	Sub-Total
1-Man Des. Crew & TH Setup	\$ 132.00	10	HR	\$ 1,320.00
<b>Sub-Total</b>				<b>\$ 1,320.00</b>
QL"A" SUE Test Holes				
Unit Rate - Depth	Rate	Assumed Quantity	Unit of Measure	Sub-Total
0 - 6 feet	\$ 1,300.00	6	EA	\$ 7,800.00
6.01 - 10 feet	\$ 1,750.00	4	EA	\$ 7,000.00
10+ feet	\$ 2,800.00		EA	\$ -
Every 1' deeper than 20'	\$ 300.00		EA	\$ -
Pavement Coring	\$ 350.00		EA	\$ -
Test Hole Total		10		
<b>Sub-Total</b>				<b>\$ 14,800.00</b>
<b>Total Estimated Cost</b>				<b>\$ 22,130.00</b>

**EXHIBIT B**

**SUE LIMITS**





## EXHIBIT C DEFINITIONS & DATA LIMITATIONS

### **Subsurface Utility Engineering (SUE) Quality Level Definitions**

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or “private-locate” markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional’s statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

## **Acronyms and Special Definitions**

<b>3D</b>	three-dimensional
<b>CAD</b>	Computer-Aided Design
<b>EOI</b>	End of Information
<b>GIS</b>	geographic information system
<b>GPR</b>	ground penetrating radar
<b>ROE</b>	Right of Entry
<b>ROW</b>	Right of Way
<b>SAF</b>	Surface Adjustment Factor

**Anchor Point:** A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

**Attribute:** A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

**Deliverable:** The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

**Designating:** The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

**Electronic Depth (ED):** Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

**Encasement:** A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

**Geophysical Method:** Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

**Locating:** The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

**Low Wire Sag:** Lowest elevation on the lowest wire at a crossing overhead utility.

**Overhead attachment point:** Elevation where overhead line is attached to above ground structure such as a pole.

**Subsurface Utility Engineering (SUE):** The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

**Test Hole:** A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

**Utility:** A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

**Utility Feature:** A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

**Utility Investigation:** Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

**Utility Quality Level:** The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

**Utility Report:** A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

**Utility Segment:** A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

**Vault:** A concrete box underground that is used for utility purpose.

### **General Data Limitations**

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.

Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.



**SCOPE OF SERVICES  
WORK AUTHORIZATION #003 – WWTP PHASE 1 EXPANSION  
FINAL DESIGN, BID AND CONSTRUCTION PHASE  
ON-CALL ENGINEERING SERVICES CONTRACT  
KIMLEY-HORN AND ASSOCIATES, INC / CITY OF FAIR OAKS RANCH**

**GENERAL DESCRIPTION**

The City of Fair Oaks Ranch requires engineering services for multiple improvements to the City’s wastewater treatment plant (WWTP). Collectively referred to as the WWTP Phase 1 Expansion Project, these include (1) Effluent Pump Station and conveyance system upgrades, (2) Bottom of the Hill Lift Station upgrades, and (3) odor control improvements at the headworks.

**SCOPE OF SERVICES**

Provide engineering services as described in Kimley-Horn and Associates scope and fee proposal for Wastewater Treatment Plant Phase 1 Expansion Final Design Phase dated November 15, 2024 (Exhibit A). The consultant will advance the recently completed 30% design to final design and provide bid and construction phase services. This includes project management, surveying, construction drawings, specifications, construction cost estimate, utility coordination, applicable City and TCEQ TPDES permitting, bid and construction phase services, and record drawings.

Several supplemental services, including easement acquisition support, subsurface utility exploration, and TCEQ TLAP major amendment support will be necessary; however, the extent of services needed will not be determined until later in the project. These supplemental services are included and shall be performed on a time and material basis.

This work authorization does not include any other supplemental or additional services listed in the proposal. In the event other supplemental or additional services are needed by the City, an addendum to this work authorization will be issued.

**PROJECT ASSUMPTIONS/EXCLUSIONS**

See Exhibit 1A.

**COMPENSATION:**

The fees identified below for the project and will not be exceeded without prior approval by the City. Services will be invoiced monthly based on a percent of completion of each task.

Basic Services (Lump Sum)	
Task 1-6	\$498,501.00
Supplemental Services (Time and Material)	
Task 7.2 Easement Acquisition Support	\$51,550.00
Task 7.3 Subsurface Utility Exploration	\$23,795.00
Task 7.5 TLAP Major Permit Amendment	\$31,060.00
<b>TOTAL FEE</b>	<b>\$604,906.00</b>

By signing below, both parties agree to the scope of services and compensation stated above per the provisions within the Standard Professional Services Agreement executed on February 24, 2022.

Accepted for **City of Fair Oaks Ranch**

Accepted for **Kimley-Horn and Associates, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:                     Scott M. Huizenga                    

Name: \_\_\_\_\_

Title:                                     City Manager                                    

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE WWTP PHASE 1 EXPANSION PROJECT, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER**

**WHEREAS**, the City Council identified the Wastewater Treatment Plant (WWTP) Phase 1 Expansion Project (“Project”) as a high priority in the adopted Wastewater Capital Improvement Plan, and

**WHEREAS**, the Project includes upgrades to the WWTP Effluent Pump Station and conveyance system, Bottom of the Hill Lift Station, and headworks to improve odor control, and

**WHEREAS**, the City executed a work authorization with Kimley-Horn and Associates, Inc. for 30% design phase services in September 2023, and

**WHEREAS**, the cost to advance the 30% design to final design, including the preparation of construction documents and bid and construction phase services, is \$498,501, and the cost for supplemental services is \$106,405, and

**WHEREAS**, the City Council deems it necessary to advance the Project to final design in order to bid the Project next fiscal year.

**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 Kimley-Horn and Associates, Inc. for engineering services for the WWTP Phase 1 Expansion Project, to expend required funds up to \$604,906, 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 5<sup>th</sup> day of December 2024.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Picioccio, TRMC  
City Secretary

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



# WWTP Phase I Expansion Project Update



Item #10.

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

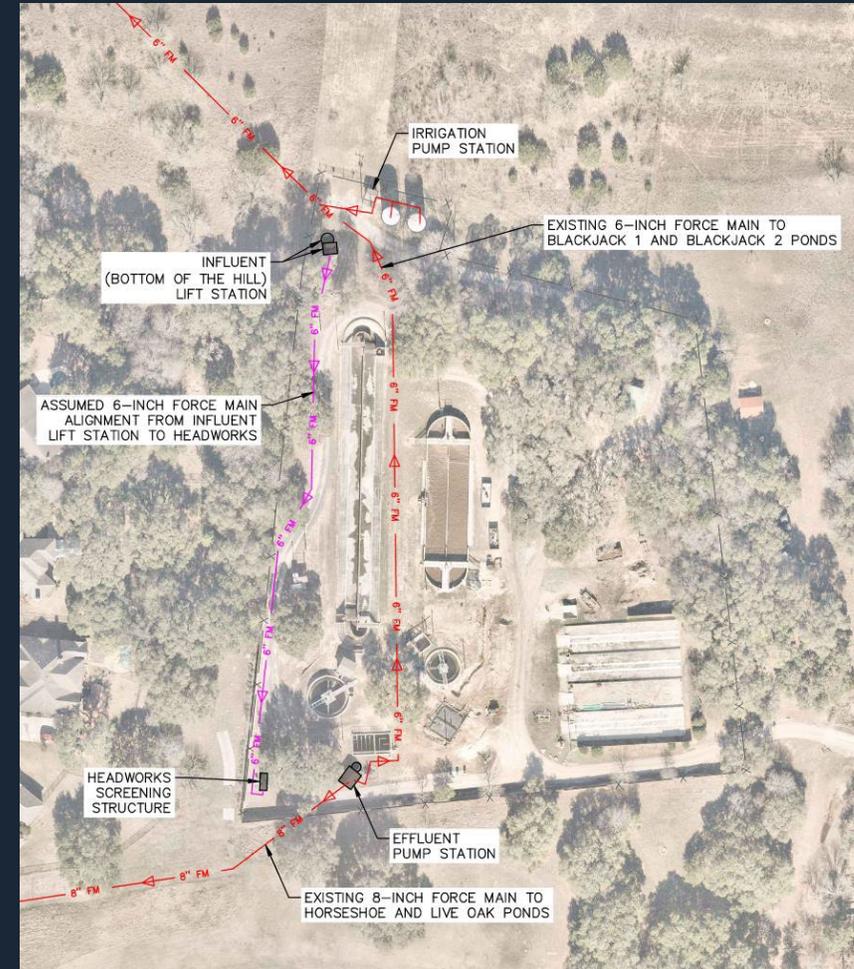
# Project Scope



## Phase 1 Expansion (Immediate Needs)

- Effluent Pump Station upgrades
- Offsite conveyance system upgrades
- Influent (Bottom of the Hill) Lift Station upgrades
- Headworks odor control improvements
- Water Balance Study

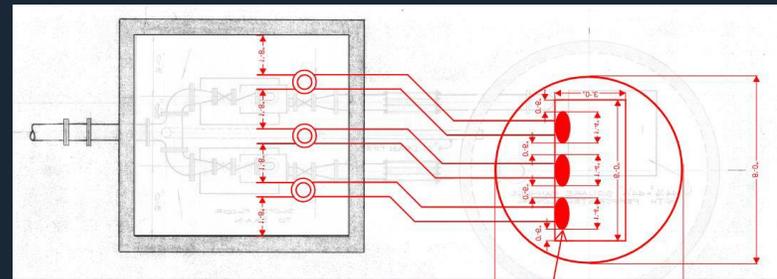
Estimated Cost: \$4.1 million





# Effluent Pump Station Upgrades

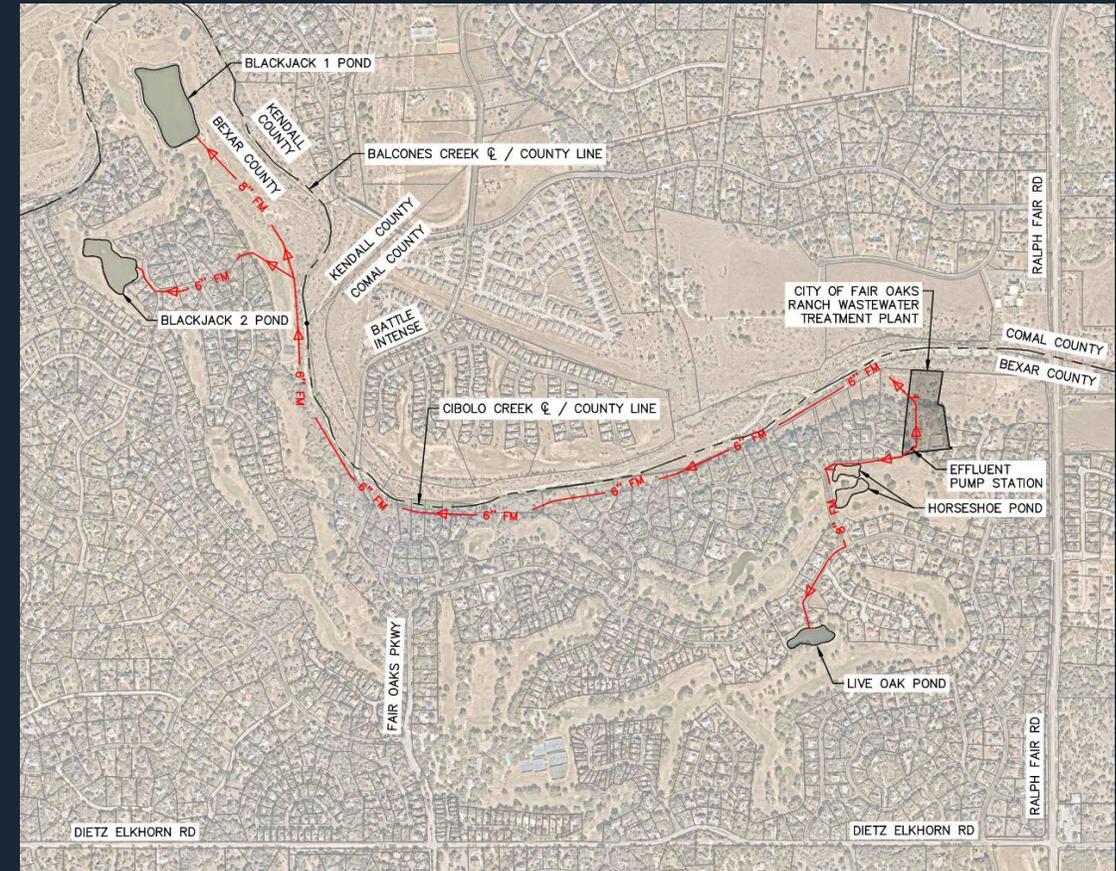
- Replace existing 15 HP pumps with three 30 HP VFD submersible pumps
- Modify pump vault and wet well to accommodate new discharge piping
- Replace existing canopy
- Install new electrical and SCADA panels and components



# Offsite Conveyance System Upgrades



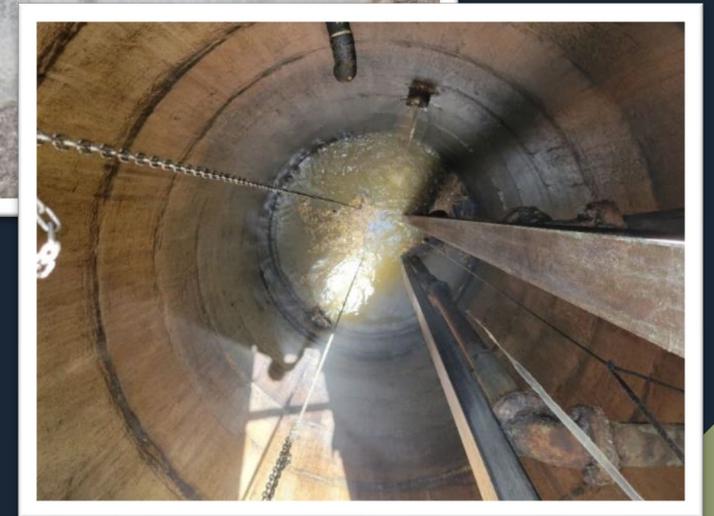
- Install 10,400 linear feet of 12-inch PVC pipe from Effluent Pump Station to Blackjack 1
- Existing eight-inch pipe from Effluent Pump Station to Live Oak is adequate
- Street crossing near Battle Intense low water crossing
- Utility and temporary construction easements may be needed



# Bottom of the Hill Lift Station Upgrades



- Replace existing 10 HP pumps with two 15 HP VFD submersible solids-handling pumps
- Replace discharge piping and reline wet well
- Replace existing canopy
- Install new pump control panel with VFDs



# Headworks Odor Control Improvements



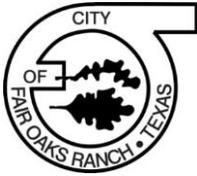
- Install carbon adsorption system with vapor phase treatment
- Install corrosion resistant panels over headworks channel
- Rehab concrete surfaces, motor coating, electrical conduit
- Carbon adsorption media to be replaced every 3-5 years





# Next Steps

- 30% Design Phase completed
- Approve Work Authorization to advance project to Final Design, including bid and construction phase services
- Complete Final Design in September 2025
- Bid advertisement in Fall 2025
- Start construction in early 2026



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

AGENDA TOPIC: Consideration and possible action of a Master Development Plan from Athena Domain, LLC, for an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, in furtherance of the applicant’s request for Water and Wastewater CCN incorporation

DATE: December 5, 2024

DEPARTMENT: Public Works – Engineering Services

PRESENTED BY: Lee Muñiz, P.E., CFM, Manager of Engineering Services

**INTRODUCTION/BACKGROUND:**

The 80.69-acre parcel of land at 29580 Ralph Fair Road (**Exhibit A – Location Map**) is a portion of a 160-acre undeveloped tract, known as the Corley Tract, within the City of Fair Oaks Ranch. The current zoning for this property includes Neighborhood Residential, Mixed Use Village, and Logistics (**Exhibit B - Zoning Map**). This tract is not located within another entity’s Certificate of Convenience and Necessity (CCN), which is also referred to as a certificated service area.

Athena Domain, LLC, on behalf of the owner, Century Oaks Land, LLC, has applied to incorporate the subject 80.69-acre parcel into the City of Fair Oaks Ranch Water and Wastewater CCN. The subject parcel is Phase I of a proposed development and is the only area that is subject to the CCN incorporation request. According to Unified Development Code (UDC) Section 9.6 (5), the extension of CCN process has two (2) steps as described below:

Step 1: Determination of capacity to ensure availability of water supply and wastewater capacity to the development that will be included in the CCN. *On October 17, 2024, the City Council approved resolutions to incorporate the subject parcel of 80.69-acre into the City’s water and wastewater CCNs, subject to approval of a Master Development Plan reflecting a maximum of 139 LUEs (water) and 137 LUEs (wastewater).*

Step 2: Approval of Master Development Plan. *On November 14, 2024, the Planning and Zoning Commission approved a recommendation in support of the 80.69-acre parcel Master Development Plan.* The City Council is the final authority on the Master Development Plan.

**SITE HISTORY:**

- The Corley Tract was annexed in 2017. The associated service plan stated that the City may provide water and wastewater services, or the property could remain uncertificated (no CCN). To date, the property has remained uncertificated.
- In 2018, the City adopted zoning, inclusive of a zoning map and zoning regulations for each district. Although primarily zoned Neighborhood Residential, a portion of the Corley Tract nearest to FM 3351 and Dietz Elkhorn Road intersection was zoned Mixed Use Village to encourage a mix of uses and pedestrian scale development at major transportation nodes. A portion of the Corley Tract fronting Dietz Elkhorn Road was zoned Logistics to provide

an area in the City for appropriately scaled office-warehouse and light industrial or commercial uses. Logistics zone also permits attached single-family residential, townhomes, patio homes, duplexes, and multi-unit homes (3-4 units).

- On August 30, 2024, Athena Domain, on behalf of Century Oaks, LLC, submitted a formal request for incorporation into the City’s Water and Wastewater Service Area.
- On October 1, 2024, the applicant submitted a proposed Master Development Plan (**Exhibit C**) reflecting associated Living Unit Equivalents (LUE) for the proposed development on 80.69 acres to align with the City’s Water, Wastewater and Reuse Master Plan.
- On October 17, 2024, the City Council approved resolutions to incorporate the subject 80.69-acre parcel into the City’s water and wastewater CCNs, subject to approval of a Master Development Plan reflecting a maximum of 139 LUEs (water) and a maximum of 137 LUEs (wastewater).
- On November 14, 2024, the Planning and Zoning Commission approved a recommendation in support of the 80.69-acre parcel Master Development Plan.

In accordance with the steps outlined in the UDC and listed above, the applicant submitted a Master Development Plan application for the 80.69-acre Phase I parcel of land (**Exhibit D – Universal application and supporting documents**). No other development-related or rezoning applications have been received, and there are no other pending applications for the property.

**STAFF ANALYSIS:**

Summary: The proposed Master Development Plan for Phase I proposes 20 single-family detached residential units in the Neighborhood Residential district, 216 townhomes in the Logistics district, and four commercial/retail facilities in the Mixed Use Village district. Prior analysis presented to the City Council demonstrated that the proposed uses and number of connections (Living Unit Equivalents, or LUEs) align with the City’s Water, Wastewater and Reuse Master Plan. The City’s Master Plan allocates a total of 215 Water and Wastewater LUEs to the 160-acre Corley Tract. The proposed Master Development Plan for Phase I entails 139 water LUEs and 137 wastewater LUEs.

A breakdown of proposed uses and corresponding water LUEs is shown below:

<i>Current Zoning</i>	<i>Proposed Use</i>	<i>Number of Units</i>	<i>Number of LUEs</i>
<i>Neighborhood Residential</i>	<i>Single family homes on one- acre lots</i>	<i>20 (one-acre lots) 1 (for irrigation)</i>	<i>21</i>
<i>Mixed Use Village</i>	<i>Medical Services Recreational Pet Services Educational Services</i>	<i>4 (lots)</i>	<i>8</i>
<i>Logistics</i>	<i>Townhomes</i>	<i>216 (Townhomes) 2 (amenity center and irrigation)</i>	<i>110</i>
<i>Total</i>			<i>139</i>

A breakdown of the proposed uses and corresponding wastewater LUEs is shown below:

<i>Current Zoning</i>	<i>Proposed Use</i>	<i>Number of Units</i>	<i>Number of connections</i>
<i>Neighborhood Residential</i>	<i>Single family homes on one- acre lots</i>	<i>20 (one-acre lots)</i>	<i>20</i>
<i>Mixed Use Village</i>	<i>Medical Services Recreational Pet Services Educational Services</i>	<i>4 (lots)</i>	<i>8</i>
<i>Logistics</i>	<i>Townhomes</i>	<i>216 (Townhomes) and 1 (amenity center)</i>	<i>109</i>
<i>Total</i>			<i>137</i>

**Zoning and Proposed Uses:**

- Neighborhood Residential District – The proposed 20 single-family residential units, with minimum one-acre lots, are permitted by right.
- Logistics District – The proposed 216 townhomes, amenity center and parks are permitted by right.
- Mixed Use Village District – The Master Development Plan reflects four facilities for medical services, recreational pet services and educations services; however, this is subject to change per the applicant. Pet and animal sales and services, veterinary services, schools, hospital and nursing establishments, and commercial/office uses are permitted by right. Any change in proposed uses will need to comply with permitted uses for this district.

**Tree Preservation:** The Master Development Plan shows proposed locations for parks and open space. As per the applicant, all UDC Section 8.8 Tree and Habitat Protection requirements regarding the submission of a detailed tree preservation plan and heritage plan will be met. Under current processes, the tree plan is normally considered in conjunction with the preliminary plat. There may be significant existing tree clusters on site that can be preserved and incorporated in the site plan. It is not possible to determine the required tree mitigation until the detailed tree plan is received.

**Drainage Plan:** The Master Development Plan shows green space which generally aligns with the 100-year floodplain. As per the applicant, all UDC 9.7 Drainage and Erosion Control Standards requirements regarding the drainage plan will be met. A detailed analysis and modeling will be completed in accordance with the City’s stormwater management plan criteria. This analysis will determine the extent of drainage easements and any stormwater mitigation, if required, to prevent adverse impact to properties downstream.

**Traffic Impact:** A traffic impact analysis (TIA) will be required during the platting and process and construction plan review. Site improvements may be required based on the findings.

**Other Site Development Standards:** The development will be required to meet all other specific development standards requirements at the time of preliminary plat and construction plan submission including, but not limited to subdivision, tree preservation plan, utility infrastructure plans, etc. If there are significant changes to the Master Development Plan to comply with the City’s requirement, a new Master Development Plan may be required. The approval of the Master Development Plan does not grant the project any exemption or variance from existing standards, requirements, and regulations of the City.

**CRITERIA FOR REVIEW:**

The Master Development Plan is considered a Concept Plan for purposes of review. In accordance with UDC Section 3.7(7), Concept Plans should be reviewed for:

- a. Compliance with the Comprehensive Plan, UDC, and any additional adopted plans (e.g., Water, Wastewater, and Reuse Master Plan; Master Drainage Plan, etc.).
- b. Compatibility of land uses, and
- c. Coordination of improvements within and among individual parcels of land or phases of development.

The proposed Master Development Plan complies with the City’s Comprehensive Plan, UDC, and Water, Wastewater and Reuse Master Plan. The proposed uses are permitted by zoning regulations. Lastly, the infrastructure improvements serving the units within Phase 1 appear coordinated and provide connectivity for future Phase 2.

Should the Master Development Plan be approved by City Council, staff plan to negotiate a water and wastewater service agreement with the developer to memorialize the number of units, LUEs, related fees, and any cost sharing arrangement for off-site infrastructure upgrades. The City Council is the approval authority for such agreements. The agreements will also be used in support of an application to the Public Utility Commission of Texas to amend the City’s water and wastewater CCNs.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

- Supports Priority 2.1 of the Strategic Action Plan to Manage the Physical Development of the City in accordance with the Comprehensive Plan
- Supports Project 3.1.15 of the Strategic Action Plan to Evaluate and Ensure Water Supply Availability and Continuity in accordance with adopted Master Plans.
- Complies with the Unified Development Code’s Master Plan (Concept Plan) requirements.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

Incorporating the proposed property into the City’s Water and Wastewater CCN will increase the water and wastewater customer base and manage growth in alignment with the City’s Comprehensive Plan, zoning regulations and permitted uses for the property. There are also potential opportunities to cost-share infrastructure improvements if determined necessary.

**LEGAL ANALYSIS:**

The proposed uses and site layout, as reflected in the Master Development Plan, comply with UDC and zoning requirements.

**RECOMMENDATION/PROPOSED MOTION:**

1. I move to recommend approval of the Master Development Plan for an 80.69-acre parcel of land located at 29580 Ralph Fair Road, a portion of the Corley Tract, in furtherance of the applicant's request for water and wastewater CCN incorporation, with the following conditions:
2. The Master Development Plan for Phase I shall not exceed 139 LUEs (water) and 137 LUEs (wastewater).
3. The Developer shall "loop" the water system by connection to existing waterline mains to the north at the Arbors Subdivision and to the south at the intersection of Ralph Fair Road and Dietz Elkhorn Road.
4. The Developer shall conduct a FEMA CLOMR/LOMR study and obtain approval prior to submission of the Final Plat if altering the boundary of the 100-year floodplain.
5. The Developer shall enter into a water and wastewater service agreement with the City to memorialize the number of units, LUEs, related fees, and any cost sharing arrangement for off-site infrastructure upgrades necessary to serve the development.
6. The Master Development plan for Phase I will be a gated community with private streets.,

# EXHIBIT A Location Map

80.69-acre Tract for Phase I  
Master Development Plan

## Legend

-  Subject Property
-  Parcels
-  Fair\_Oaks\_Roads
-  City Limits
-  ETJ

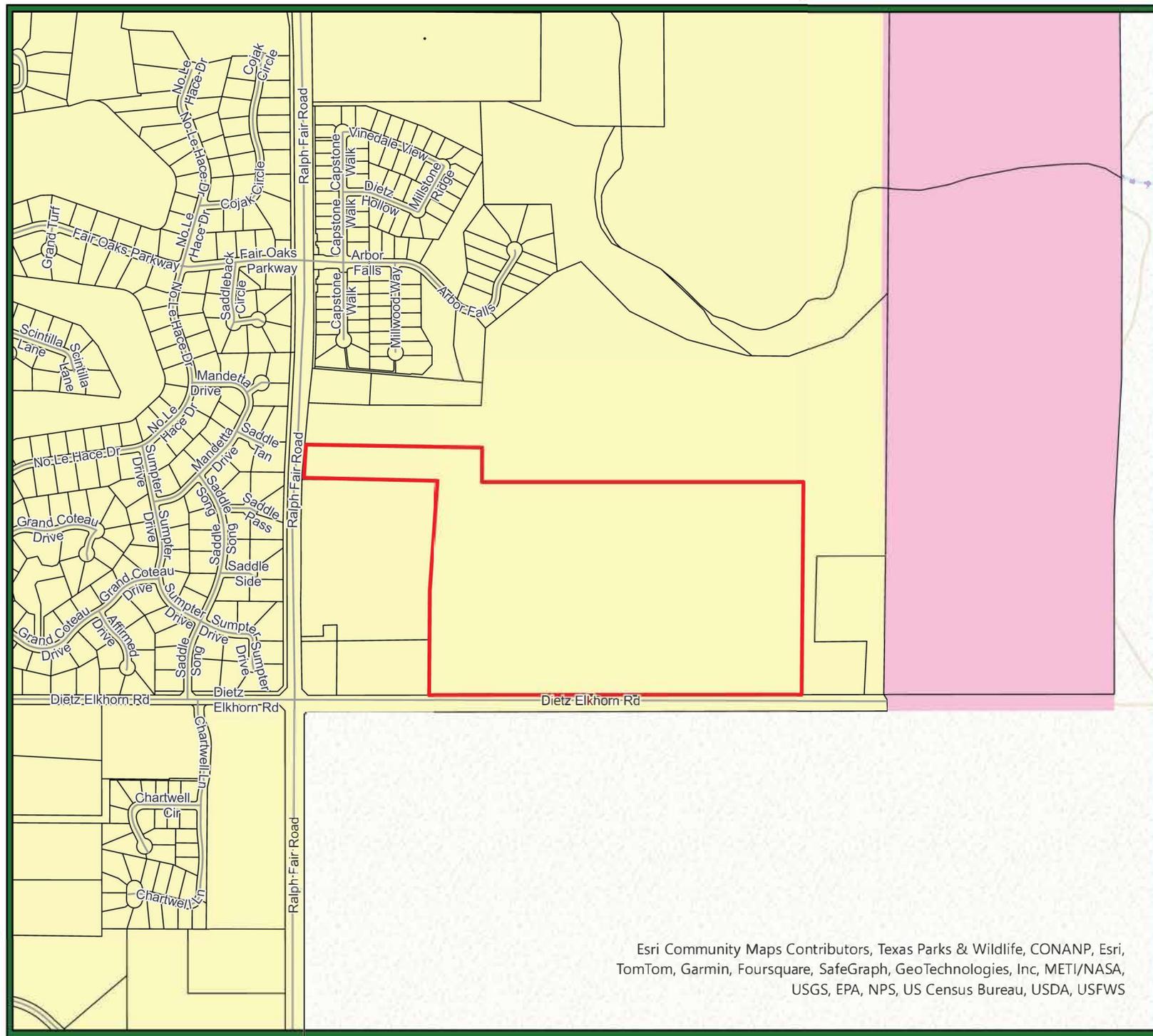
## Jurisdictional

-  City Limits
-  ETJ



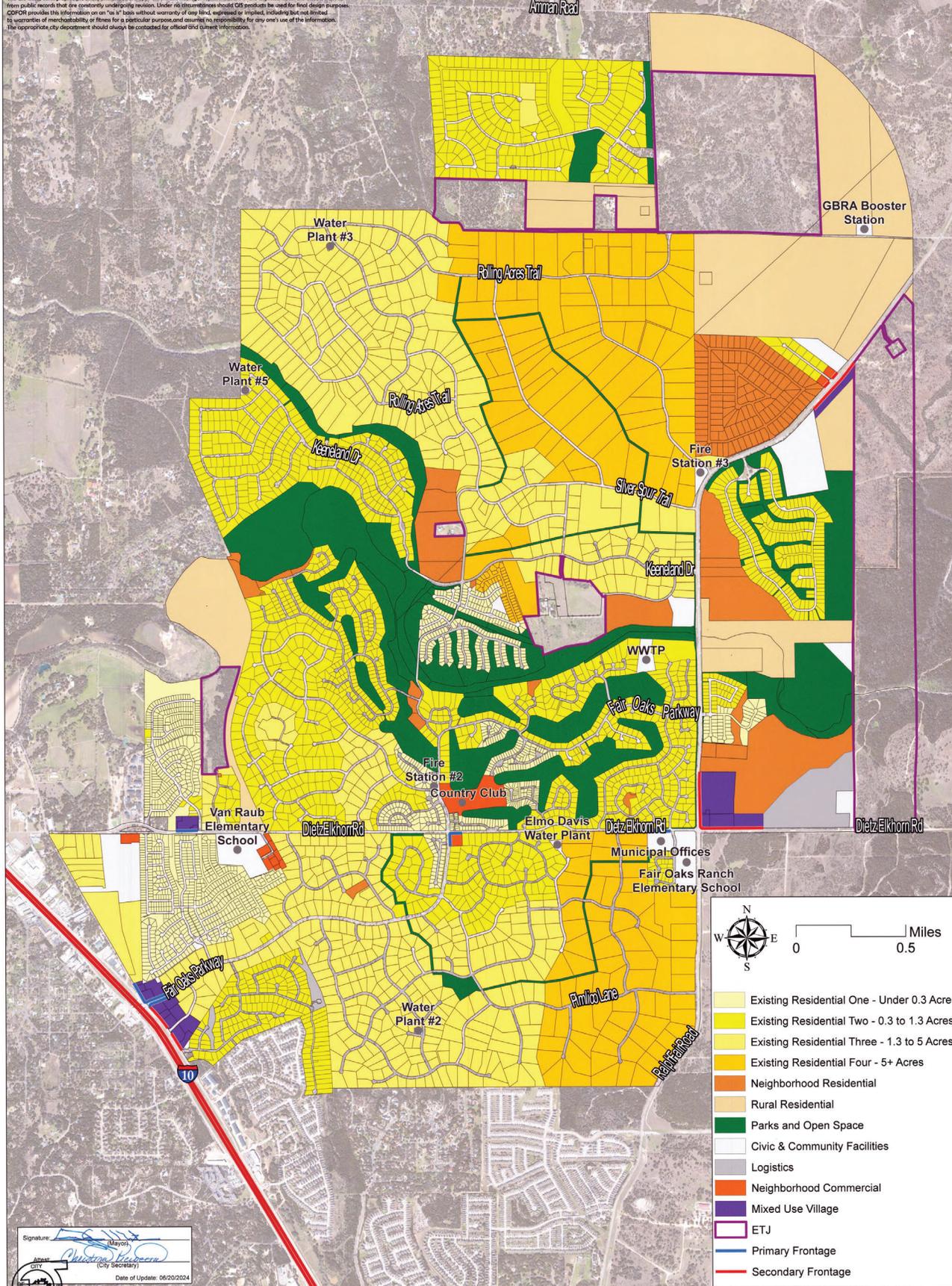
1,000  
 US Feet

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



# City of FAIR OAKS RANCH ZONING MAP

**Disclaimer:**  
 The City of Fair Oaks Ranch/COPOR does not guarantee the accuracy, adequacy, completeness, or usefulness of any information. COPOR 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 should GIS products be used for final design purposes. COPOR provides this information on an "as is" basis without warranty of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose and assumed no responsibility for any one's use of the information. The appropriate city department should always be contacted for official and current information.

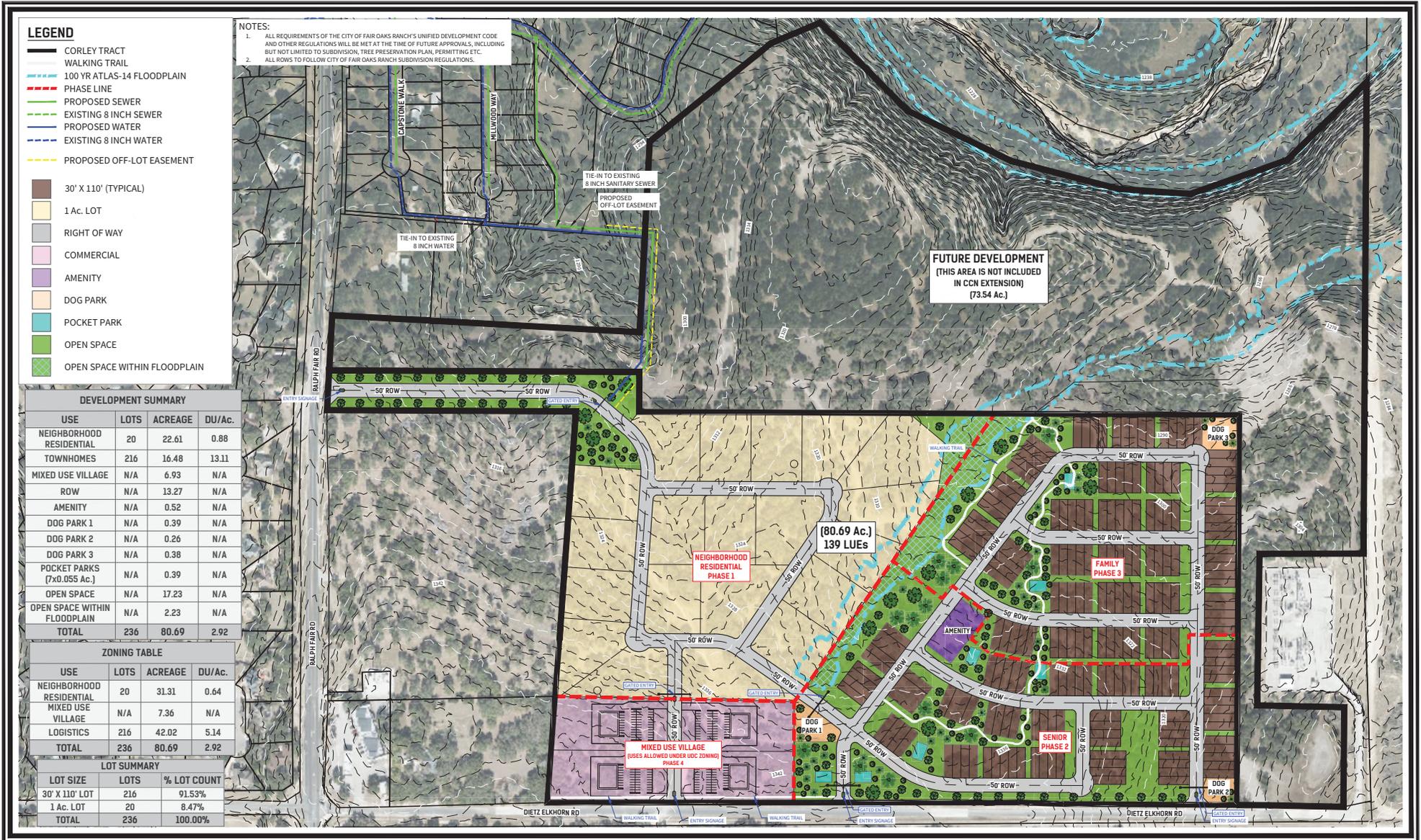


**Scale:** 0 to 0.5 Miles

**Legend:**

- Existing Residential One - Under 0.3 Acres
- Existing Residential Two - 0.3 to 1.3 Acres
- Existing Residential Three - 1.3 to 5 Acres
- Existing Residential Four - 5+ Acres
- Neighborhood Residential
- Rural Residential
- Parks and Open Space
- Civic & Community Facilities
- Logistics
- Neighborhood Commercial
- Mixed Use Village
- ETJ
- Primary Frontage
- Secondary Frontage

Signature: \_\_\_\_\_ (Mayor)  
 \_\_\_\_\_ (City Secretary)  
 Date of Update: 06/20/2024



CORLEY TRACT / MASTER LAND PLAN - 139 LUEs

CITY OF FAIR OAKS RANCH

OCTOBER 2024



SCALE: 1"=150'

CUDE ENGINEERS  
4122 POND HILL ROAD, SUITE 101  
SAN ANTONIO, TEXAS 78231  
P:(210) 681.2951 F: (210) 523.7112





City of Fair Oaks Ranch

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: 29580 Ralph Fair Road, Boerne, TX 78015 Acreage: 80.69
Brief Description of Project: Mixed-Use development with Single Family, Townhomes and Retail
Is property platted? [X]No [ ]Yes Subdivision name: Corley Tract No. of Lots: 304
Recordation #: N/A Parcel(s) Tax ID#: 257090
Existing Use: Vacant Proposed Use: Single Family Residential, Townhomes, Retail
Current Zoning: Neighborhood Residential, Mixed Use Village, and Logistics Proposed Zoning: Same as existing zoning
Occupancy Type: N/A Sq. Ft: N/A Bed #: N/A Bath #: N/A Car Garage #: N/A
Water System [ ]Well [X]Public Flood Zone: [X]Yes [ ]No Sewer System: [ ]Septic [X]Public

PROPERTY OWNER INFORMATION

Owner: Century Oaks Land, LLC Contact Name: Rajeev Puri
Address: PO Box 561655 City/State/ZIP: Charlotte, NC 28256
Phone: 646-331-4549 Email: rpuri@athenadomain.com

APPLICANT INFORMATION

Applicant/Developer: Rajeev Puri Contact Name: Rajeev Puri
Address: 6002 Camp Bullis, Suite #201 City/State/ZIP: San Antonio, TX 78255
Phone: 646-331-4549 Email: rpuri@athenadomain.com

KEY CONTACT INFORMATION

Name of the Individual: Lindsay Merritt Contact Name: Lindsay Merritt
Address: 6002 Camp Bullis Rd. Suite #201 City/State/ZIP: San Antonio, TX 78255
Phone: 210-202-7033 E-mail: lmerritt@athenadomain.com

Signature: [Handwritten Signature] Date: 10/25/2024
Print Name: Rajeev Puri

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

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*
DATE REC'D: 10/30/2024 BY: Lee Muñoz, P.E., CFM
FEES PAID: \$500.00 08/16/2024 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.

**EXHIBIT D**

**SPECIFIC APPLICATION FORM (S1-S25).** Please check the appropriate type below:

**Land Use Policy Related**

(Section 3.9 of the UDC)

Annexation\* - Form S1

Comprehensive Plan Amendment (Text)

Unified Development Code (UDC) Text Amendment

Rezoning/ FLUM amendment\* - Form S2

Special Use Permit\* - Form S3

Planned Unit Development (PUD)\* - Form S4

Development Agreement

Conservation Development Alternative\* (CDA) (Section 4.8) - Form S5

**Subdivision and Property Development Related**

(Section 3.8 of the UDC)

Amending Plat\* - Form S6

Minor Plat\* - Form S7

Development Plat\* - Form S8

Concept Plan\*\* - Form S9

Preliminary Plat\* - Form S10

Final Plat\* - Form S11

Replat\* - Form S12

Construction Plans\* - Form S13

Vacating Plat

Plat Extension

Master Plan Approval

**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

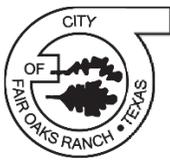
Miscellaneous

\*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#) <sup>1</sup>. (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)

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



# S9 SPECIFIC APPLICATION FORM - CONCEPT PLAN

## Section 3.8 (3) 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 following items must be submitted for the application to be deemed complete and processed:

- Pre-Application Conference prior to application submittal.
- A completed Universal Application and checklist signed by the owner/s of the property.
- Title report.
- Payment of all other applicable fees (see Schedule of Fees).
- Copy of the legal description (metes and bounds) of the area. If the property is platted, a copy of the plat should be provided.
- Location/vicinity map showing the location, boundaries of the proposed development, adjacent subdivisions, and the streets in the vicinity of the site. Indicate scale or not to scale (NTS) and provide north arrow.
- Conceptual plans in conformance with the Unified Development Code (UDC) and Comprehensive Plan showing the following:
  - General topographic conditions, floodplains, watercourses, recharge zones, geological features, protected areas, and any other significant environmental features that may affect the site.
  - General layout of proposed buildings, the forms and densities proposed, cultural and recreational facilities, and amenities, if applicable.
  - Total acreage of the site, areas of residential and non-residential development proposed, the number of acres proposed to be dedicated as community open space, and area of impervious cover.
  - Total number of residential dwelling units of each type proposed, and the approximate gross square footage of each type of non-residential development proposed.
  - General layout of pathways, driveways and streets in the subdivision, and any on-site or off-site traffic improvements proposed.
- Conceptual plan for the provision of water and waste water.
- Conceptual drainage plan.
- Conceptual tree protection plan.
- Phasing plan, if applicable.
- Evidence or proof that all taxes and obligations have been paid for the subject property.

October 17, 2024

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

Dear City Staff,

Re: Letter of Intent for the Corley Tract MLP Development Application

I am writing to submit the Universal Application and Specific Application forms for the Corley Tract MLP, located at 29580 Ralph Fair Road, Boerne, TX, 78015. This project involves the development of approximately 80.69 acres, a mix of single-family and townhome residential, along with some neighborhood commercial. The project is in compliance with the existing zoning designations of Neighborhood Residential, Logistics and Mixed-Use, and no changes to zoning or variances are requested.

The enclosed application package includes the following required attachments:

Requirement	Completed/Addressed	Notes
Pre-Application Conference prior to application submittal.	X	Met with Fair Oaks City Manager and team on September 26, 2024. Have met with the City team subsequently to gather their input and incorporate into the Master Plan
A completed Universal Application and checklist signed by the owner/s of the property.	X	Included
Title report.	X	We have provided a Title Commitment, which is better than a Title Report since it includes more details about the property and easements.
Payment of all other applicable fees (see Schedule of Fees).	X	Payment has been remitted to City of Fair Oaks Ranch.
Copy of the legal description (metes and bounds) of the area. If the property is platted, a copy of the plat should be provided.	X	We have provided a Boundary Survey. We have requested that the legal description be provided at a later date, once we finalize the shape of the property based on city input. Since this 80.69 acre tract is out of a larger 160 acre tract, we wanted to maintain flexibility based on city's comments.

Location/vicinity map showing the location, boundaries of the proposed development, adjacent subdivisions, and the streets in the vicinity of the site. Indicate scale or not to scale (NTS) and provide north arrow.	X	Included
Conceptual plans in conformance with the Unified Development Code (UDC) and Comprehensive Plan showing the following:	X	Proposed Master Land Plan included
General topographic conditions, floodplains, watercourses, recharge zones, geological features, protected areas, and any other significant environmental features that may affect the site.	X	Included
General layout of proposed buildings, the forms and densities proposed, cultural and recreational facilities, and amenities, if applicable.	X	Included
Total acreage of the site, areas of residential and non-residential development proposed, the number of acres proposed to be dedicated as community open space, and area of impervious cover.	X	Included
Total number of residential dwelling units of each type proposed, and the approximate gross square footage of each type of nonresidential development proposed.	X	Included
General layout of pathways, driveways, and streets in the subdivision, and any on-site or off-site traffic improvements proposed.	X	Included
Conceptual plan for the provision of water and wastewater.	X	Tie-ins are included in the Master Land Plan based on feedback from the City Engineer.
Conceptual drainage plan.	X	As per the letter included, a detailed analysis and modeling will be completed as per the UDC prior to submittal of the first phase of this project.
Conceptual tree protection plan.	X	At the master plan stage, we have left areas with large canopies or family of Oaks aside for open space. As per the letter included, a

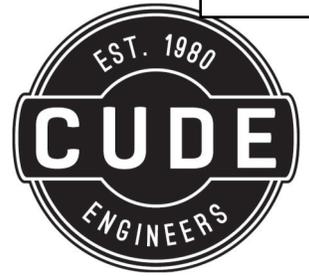
		detailed analysis and modeling will be completed as per the UDC prior to submittal of the first phase of this project.
Phasing plan, if applicable.	X	Phasing Information included in proposed Master Land Plan.
Evidence or proof that all taxes and obligations have been paid for the subject property	X	Included

We look forward to working with the City of Fair Oaks Ranch to move forward with the necessary approvals. Should you have any questions or require further documentation, please feel free to contact me directly via email at [rpuri@athenadomain.com](mailto:rpuri@athenadomain.com) or [lmerrit@athenadomain.com](mailto:lmerrit@athenadomain.com) or by via phone at 210 698-3004.

Thank you for your consideration.

Sincerely,

Rajeev Puri  
Manager  
AD Acquisitions, LLC



August 14, 2024

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

Project: Corley Tract Master Land Plan  
29580 Ralph Fair Road  
Boerne, TX 78015

To whom it may concern,

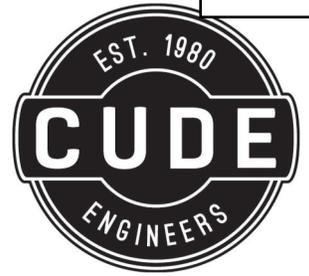
Per section 3.8 (3) of the Unified Development Code for the City of Fair Oaks Ranch, Specific Application Form S9 for a Concept Plan requires submittal of a conceptual drainage plan. A detailed analysis and modeling will be completed prior to submittal of the first phase of this project. The analysis will be completed in accordance with the City of Fair Oaks Ranch stormwater management plan criteria and will determine any mitigation, if required, to create no adverse impact to properties downstream.

If you have any questions or desire any additional information, please call me at 210-681-2951. Thank you.

Respectfully,

A handwritten signature in blue ink, appearing to read "Andrew Lowry".

Andrew Lowry, P.E.  
Vice President



August 14, 2024

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

Project: Corley Tract Master Land Plan  
29580 Ralph Fair Road  
Boerne, TX 78015

To whom it may concern,

Per section 3.8 (3) of the Unified Development Code for the City of Fair Oaks Ranch, Specific Application Form S9 for a Concept Plan requires submittal of a conceptual tree protection plan. A detailed tree protection plan following section 8.8 (5) for a tree plan and section 8.8 (6) for a Heritage plan will be provided during the submittal of the first phase of this project.

If you have any questions or desire any additional information, please call me at 210-681-2951. Thank you.

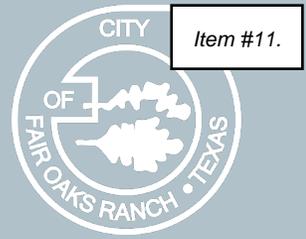
Respectfully,

A handwritten signature in blue ink, appearing to read "Andrew Lowry".

Andrew Lowry, P.E.  
Vice President



# Master Development Plan – Corley Tract



City Council Meeting

December 05, 2024

Lee Muñiz, P.E., CFM

Manager of Engineering Services

# Introduction

- 80.69-acre parcel at 29580 Ralph Fair Road is part of the 160-acre Corley Tract in Fair Oaks Ranch
- Zoned Neighborhood Residential, Mixed Use Village, and Logistics
- Parcel is not within any entity's Certificate of Convenience and Necessity (CCN) and is Phase I of the proposed development
- Athena Domain, LLC, on behalf of Century Oaks, LLC, submitted a formal request for incorporation of the 80.69-acre parcel into the City's water and wastewater CCN

# CCN Incorporation Steps

- According to UDC Section 9.6 (5), the extension of CCN process involves two steps:

- Step 1: Determination to ensure availability of water supply and wastewater capacity to the development that will be included in the CCN.

**This step was completed by City Council on October 17, 2024.**

- Step 2: Approval of a Master Development Plan.

**P&Z made a recommendation to City Council for approval of the MDP on November 14, 2024. The City Council is the final authority.**

# Site History

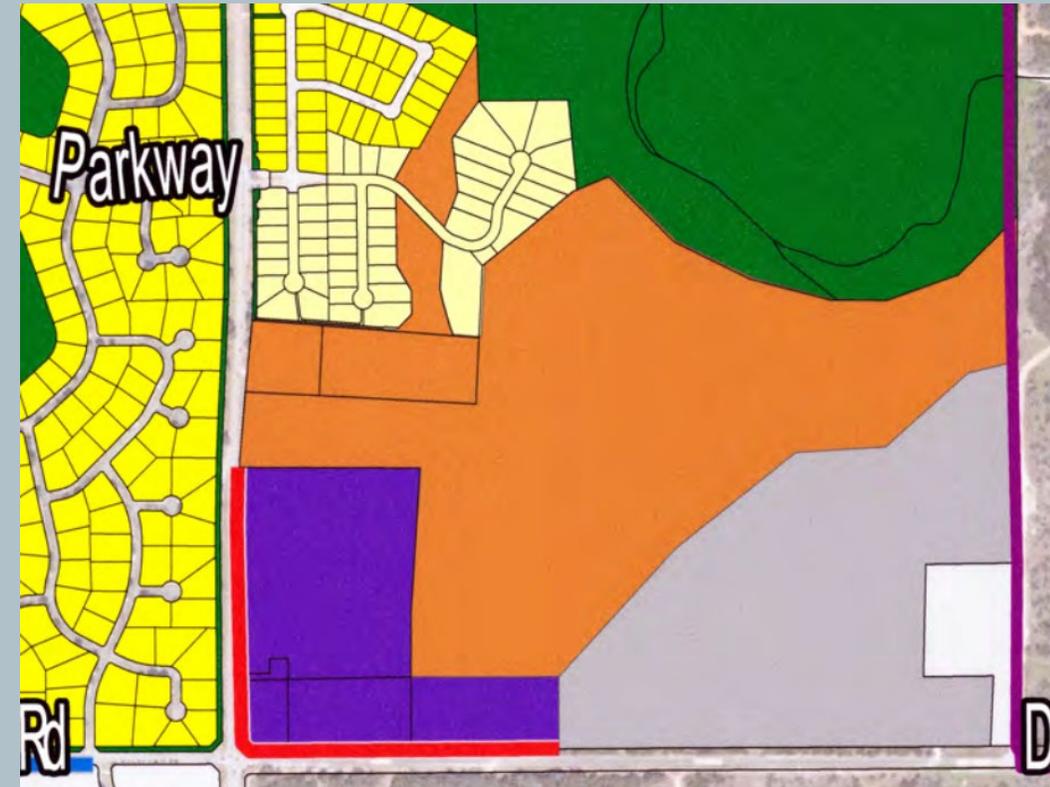
- In 2017, the 160-acre Corley tract was annexed into the city limits of Fair Oaks Ranch.
- In 2018, the City adopted zoning, inclusive of a zoning map and zoning regulations for each district.
- In 2018, the City contracted with Freese and Nichols to develop the City's Water, Wastewater and Reuse Master Plan.
  - The Master Plan allocates a total of 215 Living Unit Equivalents (LUEs) for water and 215 LUEs for wastewater to the Corley Tract.

# Site History Cont'd

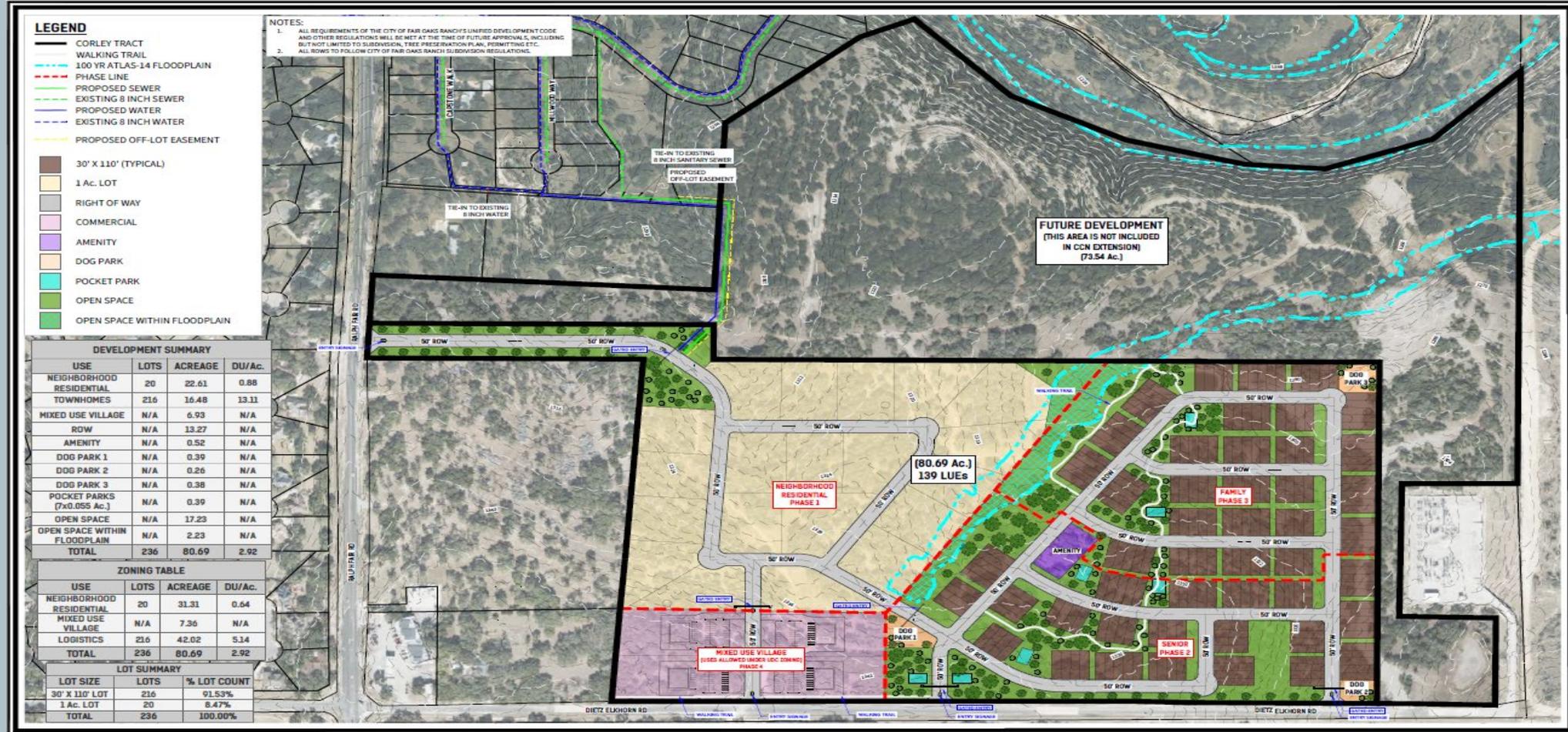
- In August 2024, the applicant submitted a formal request for incorporation into the City's water and wastewater service area (CCN).
- On October 1, 2024, the applicant submitted a revised Master Development Plan that aligns with zoning and the City's Water, Wastewater and Reuse Master Plan.
- On October 17, 2024, the City Council approved resolutions to incorporate the 80.69-acre parcel into the City's water and wastewater CCN subject to approval of a Master Development Plan reflecting a maximum of 139 LUEs (water) and 137 LUEs (wastewater).
- On November 14, 2024, the Planning and Zoning Commission approved a recommendation to City Council in support of the Master Development Plan.

# Surroundings

	Zoning	Land Use
North	Existing Residential One	The Arbors
South	Outside City Limits	Military Base
West	Mixed Use Village	Meat Market, Liquor Store, Restaurant, and Gas Station
East	Logistics	Vacant



# Master Development Plan



## CORLEY TRACT / MASTER LAND PLAN - 139 LUES

CITY OF FAIR OAKS RANCH

OCTOBER 2024



SCALE: 1"=150'

CUDE ENGINEERS  
4122 POND HILL ROAD, SUITE 101  
SAN ANTONIO, TEXAS 78231  
P:(210) 681.2951 F:(210) 523.7112



# Master Development Plan Cont'd

- Master Development Plan, Phase I encompasses 80.69 acres of the 160-acre tract of land
- Current zoning - Neighborhood Residential, Logistics, and Mixed Use Village
- Plan proposes 20 single-family one-acre lots for Neighborhood Residential, 216 townhomes for Logistics, and four commercial structures for Mixed Use Village
- Townhome development includes dog parks, vegetated walking trails, an amenity center, and a senior living section
- Gated community with private streets

# Master Development Plan Cont'd

- Proposed uses within the Mixed Use Village district consist of medical services, recreational pet services and educational services.
- Multiple access points along Dietz Elkhorn Road and one access point along Ralph Fair Road, which will require a Traffic Impact Analysis.
- Portion of the property is within the 1% annual chance Flood Hazard Area which will require a drainage study and FEMA CLOMR/LOMR.
- Property is currently unplatted and will need an approved subdivision plat based on the 80.69-acre parcel.
- A tree preservation plan will be required during the platting process.

# Comprehensive Plan and Zoning

- The Logistics District (LO) is designed for scaled office-warehouse and light industrial/commercial uses in specific locations within the City. Townhomes are also permitted.
- The Neighborhood Residential district (NR) is designated for low-to-medium density development with minimum one-acre lots.
- The Mixed Use Village District (MU) promotes a blend of uses that foster pedestrian-friendly development at major transportation nodes. Pet and animal sales and services, veterinary services, schools, hospital and nursing establishments, and commercial/office uses are permitted.

The Master Development Plan generally complies with zoning regulations. The developer does not plan to seek any waivers, exemptions or variances.

# Staff Recommendation

- Staff recommends approval of the Master Development Plan for the 80.69-acre parcel, in furtherance of the applicant’s request for water and wastewater CCN incorporation, with the following conditions:
  - The Master Development Plan for Phase I shall not exceed 139 LUEs (water) and 137 LUEs (wastewater).
  - The Developer shall “loop” the water system by connection to existing waterline mains to the north at the Arbors Subdivision and to the south at the intersection of Ralph Fair Road and Dietz Elkhorn Road.
  - The Developer shall conduct a FEMA CLOMR/LOMR study and obtain approval prior to submission of the Final Plat if altering the boundary of the 100-year floodplain..
  - The Developer shall enter into a water and wastewater service agreement with the City to memorialize the number of units, LUEs, related fees, and any cost sharing arrangement for off-site infrastructure upgrades necessary to serve the development.
  - The Master Development plan for Phase I will be a gated community with private streets.

# Next Steps

- City and Developer enter into a Water and Wastewater Service Agreement to memorialize the number of LUEs, acre-feet of water reserved, related fees and any contribution towards infrastructure improvements.
- Staff submits CCN amendment application to the Public Utility Commission (PUC).
- Developer proceeds with the necessary steps to plat the property following normal development processes.



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

AGENDA TOPIC: Consideration and possible action approving a resolution ordering a Special Election for the unexpired term of Council Place 6 to be held February 25, 2025 to be contracted with Kendall County Elections, and to authorize the City Manager to execute said agreement

DATE: December 5, 2024

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

**INTRODUCTION/BACKGROUND:**

Council Member Muenchow submitted a letter of resignation of her Place 6 seat on City Council. Her resignation was accepted by the Mayor on November 6, 2024.

As per Article X1, Section 11 of the Texas Constitution:

- b. A municipality so providing a term exceeding two (2) years but not exceeding four (4) for any of its non-civil service officers must elect all the members of its governing body by the majority vote of the qualified voters in such municipality.
- c. Any vacancy or vacancies occurring on such governing body shall not be filled by appointment but must be filled by majority vote of the qualified voters at a special election called for such purpose within one hundred and twenty (120) days after such vacancy or vacancies occur except that the municipality may provide by charter or charter amendment the procedure for filling a vacancy occurring on its governing body for an unexpired term of 12 months or less.

Section 3.09D of the City Charter Filling Vacancies states: "In the event of a vacancy in the City Council, if there are 365 days or more remaining on the term of the vacated City Council office, the City Council shall call a special election to fill such vacancy.

The special election must occur within 120 days of the resignation date (March 6, 2025). City staff has reviewed the calendar, aiming to minimize disruptions while providing a full candidate filing period. Staff recommends setting the election for Tuesday, February 25, 2025, with a candidate filing period from December 6, 2024 until 5:00 PM on December 26 (extended due to the City holiday on December 25) providing for a candidate filing period of 21 days.

Staff seeks to contract with Kendall County Elections to administer the election and proposes that the City Manager be authorized to execute said agreement.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

Affords the citizens the opportunity to elect their local government officials and complies with State Election Code and City Charter.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

This special election has not been budgeted. At this time, estimated costs are unknown. An election is mandatory and consistent with the Texas Constitution and the City Charter.

**LEGAL ANALYSIS:**

Approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve a resolution ordering a Special Election for the unexpired term of Council Place 6 to be held February 25, 2025 to be contracted with Kendall County Elections, and to authorize the City Manager to execute said agreement.

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD ON FEBRUARY 25, 2025, IN THE CITY OF FAIR OAKS RANCH, TEXAS, FOR THE PURPOSE OF FILLING THE VACANCY FOR THE REMAINDER OF THE UNEXPIRED TERM OF OFFICE OF CITY COUNCIL PLACE 6; AUTHORIZING CONTRACTS WITH THE ELECTION ADMINISTRATOR OF KENDALL COUNTY TO CONDUCT THIS ELECTION AND PROCEDURES RELATED THERETO**

**WHEREAS**, Fair Oaks Ranch, Texas is a home rule municipality acting under its City Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and,

**WHEREAS**, on November 6, 2024, Council Member Muenchow, City Council Place 6, submitted a resignation letter to Mayor Maxton, and,

**WHEREAS**, on November 6, 2024, Mayor Maxton accepted Council Member Muenchow’s resignation, and,

**WHEREAS**, pursuant to the city’s Home Rule Charter Section 3.09 – Vacancies; Forfeiture of Office; Filling of Vacancies states that in the event of a vacancy in the City Council, if there are 365 days or more remaining on the term of the vacated City Council office, the City Council shall call a special election to fill such vacancy, and,

**WHEREAS**, Article 11, Section 11 of the Texas Constitution states that in a city with terms exceeding two (2) years but not exceeding four (4) years must elect all of the members of its governing body by majority vote of the qualified voters in such municipality within one hundred and twenty (120) days after such vacancy occurs, and,

**WHEREAS**, February 25, 2025 is fewer than 120 days from the date Council Member Muenchow submitted her resignation (November 6, 2024), and,

**WHEREAS**, pursuant to Chapter 271 of the Texas Election Code, the City will contract with the Kendall County Election Administrator to conduct the City of Fair Oaks Ranch Special Called Election, and,

**WHEREAS**, the City Council finds and determines that the holding of a special election on the date set forth below, a non-uniform election date, is in the public’s interest.

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

**Section 1.** The City of Fair Oaks Ranch hereby orders a Special Election to be held on February 25, 2025, for the purpose of:

- a. Filling the vacancy for the remainder of the unexpired term of office of City Council Place 6.
- b. That qualified persons desiring to be candidates in the aforementioned City Council Place shall file applications for candidacy with the City Secretary beginning after the order of the Special Election at the December 5, 2024, Council meeting and not later than 5:00 PM on the 26th day of December 2024.

**Section 2.** All qualified voters of the City of Fair Oaks Ranch shall be entitled to vote in said election.

**Section 3.** Early voting in said elections shall be conducted during the early voting period designated as February 10, 2025, through February 21, 2025. The Kendall County Election Administrator is hereby charged with the duty of conducting early voting in said election, as required by law. Applications for ballot by mail shall be mailed to:

Bexar County Early Voting Clerk 1103 S. Frio, Ste 200 San Antonio, TX 78207-6328 <a href="mailto:bexarcountyelections@bexar.org">bexarcountyelections@bexar.org</a>	F: (210) 335-0371 T: (210) 335-8683 <a href="https://www.bexar.org/1568/Elections-Department">https://www.bexar.org/1568/Elections-Department</a>
Comal County Early Voting Clerk 396 N. Seguin Ave. New Braunfels, TX 78130 <a href="mailto:elections@co.comal.tx.us">elections@co.comal.tx.us</a>	F: (830) 608-2013 T: (830) 221-1352 <a href="https://www.co.comal.tx.us/Elections.htm">https://www.co.comal.tx.us/Elections.htm</a>
Kendall County USPS: Early Voting Clerk P.O. Box 2384 Boerne, TX 78006  UPS, FedEx, DHL, etc.: Early Voting Clerk 221 Fawn Valley Dr., Ste 100 Boerne, TX 78006 <a href="mailto:absenteevoting@co.kendall.tx.us">absenteevoting@co.kendall.tx.us</a>	F: (830) 331-8295 T: (830) 331-8701 <a href="https://www.co.kendall.tx.us/page/Elections">https://www.co.kendall.tx.us/page/Elections</a>

**Section 4.** The main early polling place for the holding of said election shall be at the Kendall County Courthouse Annex, 221 Fawn Valley, Boerne, Texas 78006 on the following dates and times; early voting will also be conducted in the Fair Oaks Ranch Public Safety Training Room of the Police Station, 7286 Dietz Elkhorn Road, Fair Oaks Ranch, TX 78015 on the following dates and times and the entire City of Fair Oaks Ranch, Texas, for the purpose of holding said election shall be and constitute one Municipal election precinct.

**Main Early Voting Location:**

Kendall County Courthouse Annex – 221 Fawn Valley, Boerne TX 78006

- Monday, February 10 – Fri. February 14 .....8:00 AM to 5:00 PM
- Saturday, February 15 & Sunday, February 16 ..... Closed
- Monday, February 17 ..... Holiday/Closed
- Tuesday, February 18 – Friday, February 21 .....8:00 AM to 5:00 PM

**Branch Early Voting Location**

Fair Oaks Ranch Police Department’s Public Safety Training Room  
7286 Dietz Elkhorn Road, Fair Oaks Ranch, TX 78015

Monday, February 10 – Fri. February 14 ..... 9:00 AM to 6:00 PM  
Saturday, February 15..... 10:00 AM to 2:00 PM  
Sunday, February 16 ..... Closed  
Monday, February 17..... Holiday/Closed  
Tuesday, February 18 – Friday, February 21 ..... 9:00 AM to 6:00 PM

**Section 5.** The polling place on Election Day, Tuesday, February 25, 2025, shall be located at the Fair Oaks Ranch Police Department’s Public Safety Training Room, 7286 Dietz Elkhorn Road, Fair Oaks Ranch TX 78015 and will be open from 7:00 AM to 7:00 PM.

**Section 6.** Pursuant to Section 61.012, Texas Election Code, as amended, the City shall provide at least one accessible voting system in each polling place used in the election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Touch screen machines may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail. The Elections Administrator shall also utilize a Central Counting Station (the “Station”) as provided by Section 127.001, et seq., Texas Election Code, as amended. Kendall County Election Administrator Staci Decker, serving as the Central Count Manager will establish a written plan for the orderly operation of the Station locations in accordance with the provisions of the Texas Election Code. The Elections Administrator will appoint the Tabulation Supervisors which will also serve as the Programmers for the Stations. Lastly, the Elections Administrator will publish notice and conduct testing on the automatic tabulation equipment relating to the Stations and conduct instruction for the officials and clerks for the Stations in accordance with the provisions of the Texas Election Code. Voting by Mail ballot and Provisional Voting shall be done on paper ballot.

**Section 7.** The City Secretary shall oversee all City elections in accordance with the Texas Election Code (Texas Election Code, § 1.001 et seq.), the City of Fair Oaks Ranch City Charter and any other applicable law.

**Section 8.** The City Secretary is hereby authorized and directed to post notice of said election, in both English and Spanish, on a bulletin board used for posting notices of the City Council meetings of the City of Fair Oaks Ranch at 7286 Dietz Elkhorn, City of Fair Oaks Ranch, Texas (the polling places for the holding of said election) not later than the twenty-first (21) day before Election Day. Said notice shall remain posted through the end of Election Day.

**Section 9** The City Secretary is further authorized and directed to cause notice of said election to be published in a newspaper of general circulation in the City of Fair Oaks Ranch at least once, not earlier than the thirtieth (30th) day nor later than the tenth (10th) day before Election Day.

**Section 10.** The City Secretary shall send a copy of the notice of said election to the County Clerk and Voter Registrar of Bexar, Comal, and Kendall County no later than the 60th day before Election Day.

**Section 11.** The Council authorizes the City Manager to negotiate and enter into contracts with the Elections Administrator to conduct the elections in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager and the City Attorney.

**Section 12.** 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 13.** 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 14.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 15.** 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 16.** 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 17.** 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 5<sup>th</sup> day of December 2024.**

\_\_\_\_\_  
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 WORKSHOP  
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Drought Contingency Plan Workshop  
DATE: December 5, 2024  
DEPARTMENT: Public Works  
PRESENTED BY: Kelsey Delgado, Environmental Program Manager

**INTRODUCTION/BACKGROUND:**

In May 2023, the City Council adopted amendments to the Drought Contingency Plan to include updated triggers, drought surcharges, and a drought surcharge appeal process. Since the amendments were adopted, the prolonged drought has continued, and several surrounding entities have also implemented Drought Contingency Plan updates to better protect water availability now and into the future.

Through research on the best management practices and from lessons learned, staff recommends creating an additional drought stage between Stage 2 and 3 to better align with our triggering entities, Guadalupe Blanco River Authority (GBRA) and Trinity Glen Rose Groundwater Conservation District (TGRGCD). The proposed new stage includes additional drought measures such as an every-other-week watering schedule to assist with lowering water usage before the initiation of a critical drought stage. This workshop will provide a brief overview of the drought the City is facing, review the current Drought Contingency Plan, and provide details on the proposed four-stage plan.

Staff seeks City Council direction regarding a future Drought Contingency Plan update to include a fourth stage. No formal action is required as part of this workshop. If updates are supported, staff will present a draft ordinance amending the Drought Contingency Plan at a future meeting.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

- Supports 3.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Water Resources.
- Establishes a new stage between the current Stages 2 and 3 of the Drought Contingency Plan to expand flexibility and response to drought conditions.
- Better aligns drought stages with the City’s triggering entities.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A



# Drought Contingency Plan Workshop



Item #13.

**Kelsey Delgado**

Environmental Program Manager



# Agenda

- Brief overview of the ongoing drought conditions
- Review of the City's current Drought Contingency Plan
- Discuss the proposed transition to a 4-Stage DCP



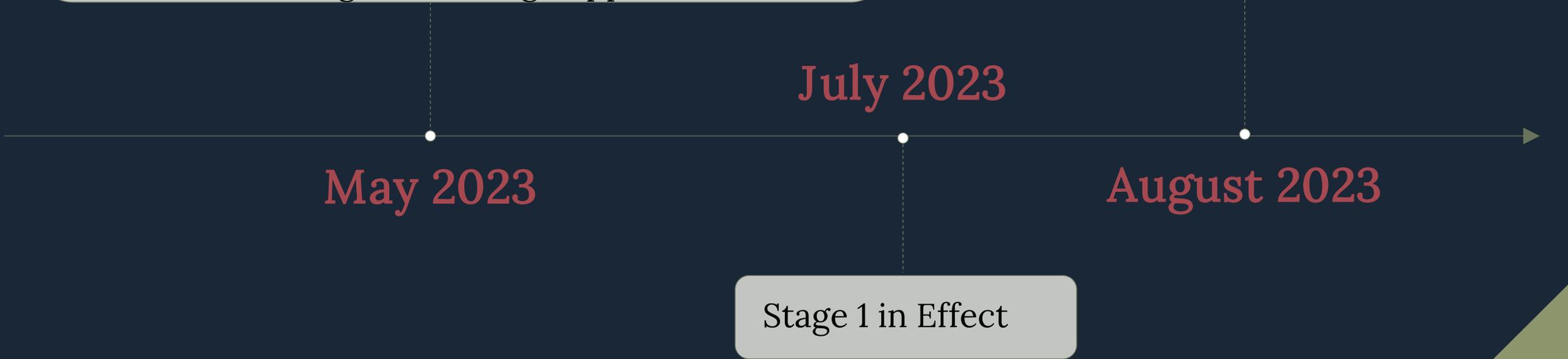
# FORU - Drought Contingency Plan

DCP Amendments approved by City Council

- Added Trinity Glen Rose (TGRGCD) as a triggering entity
- Updated Surcharge thresholds
- Created a Drought Surcharge Appeal Process

Amended DCP in Effect

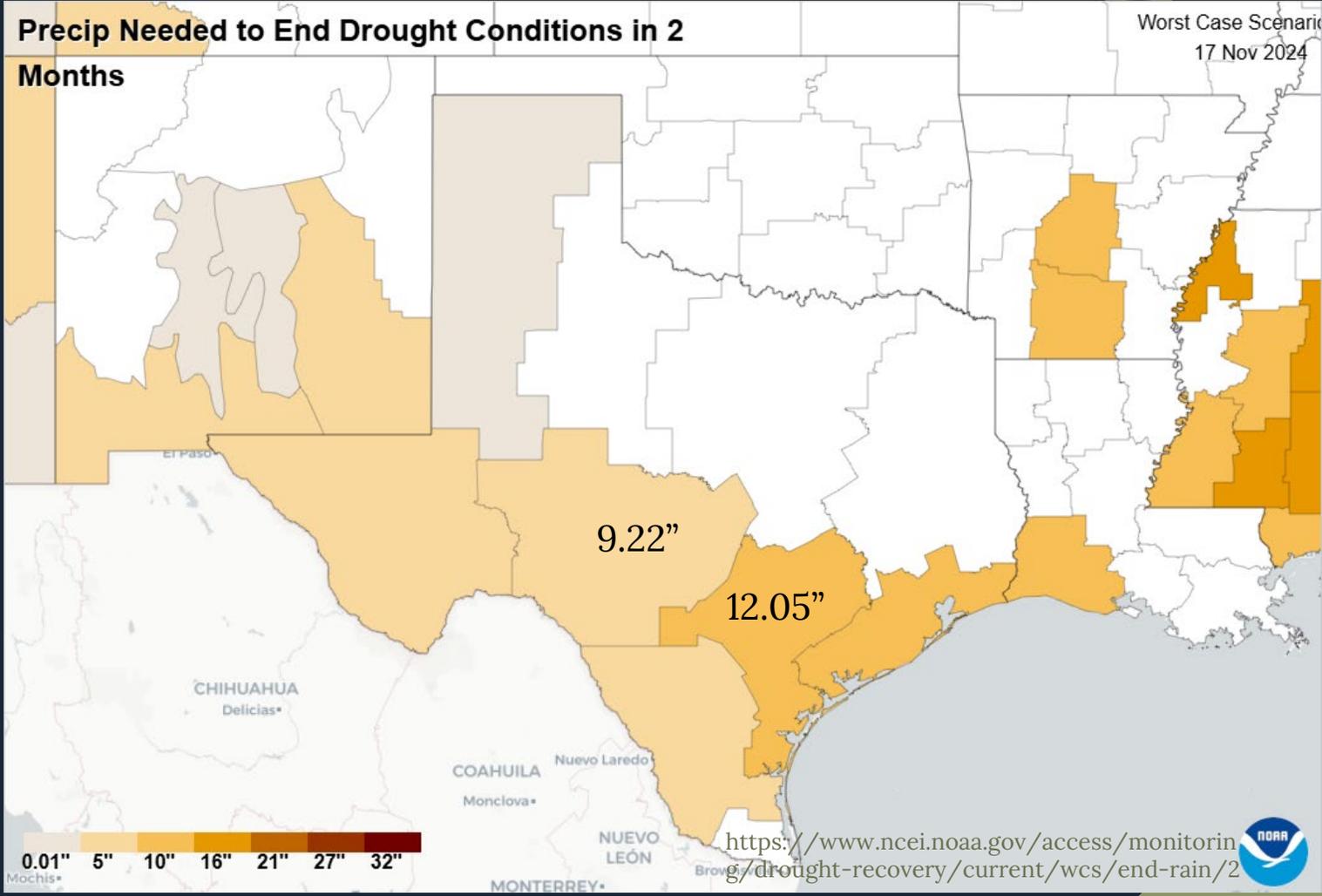
Stage 2 in Effect





# Ongoing Drought Conditions

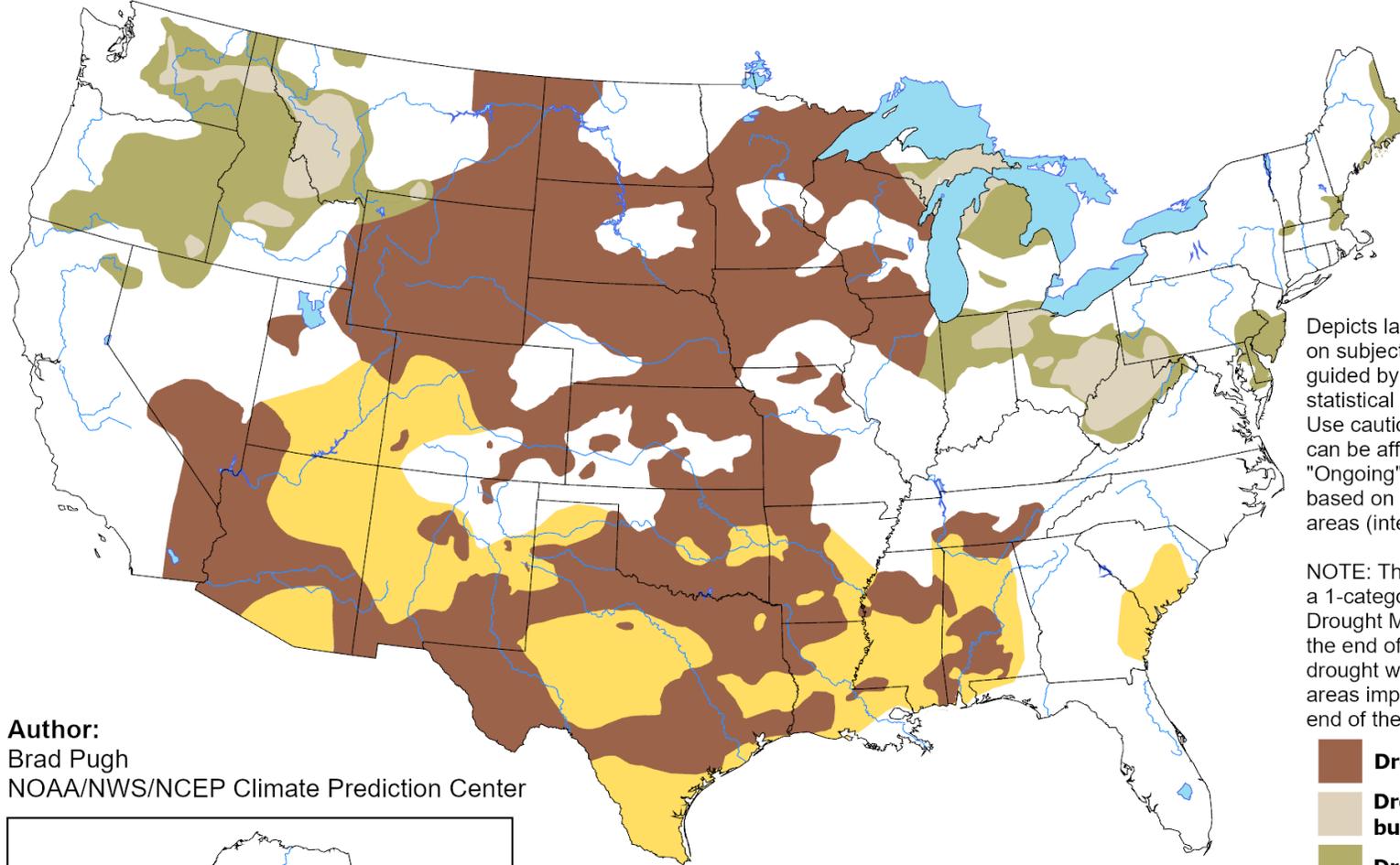
- Significant Drought is ongoing. Surrounding utilities are in or continue advancing to more severe drought stages.
- Additionally, several surrounding entities have adopted amendments to their DCP, including TGRGCD (2023), GBRA (2024), and SAWS (2024).



# U.S. Seasonal Drought Outlook

## Drought Tendency During the Valid Period

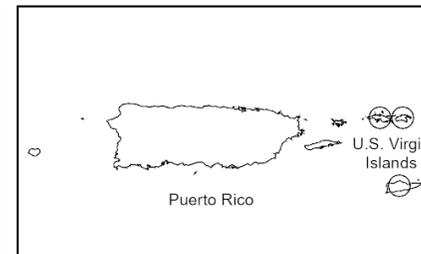
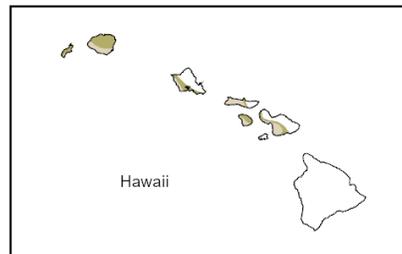
Valid for October 17, 2024 - January 31, 2025  
Released October 17, 2024



Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

**Author:**  
Brad Pugh  
NOAA/NWS/NCEP Climate Prediction Center



- Drought persists**
- Drought remains, but improves**
- Drought removal likely**
- Drought development likely**
- No drought**



<https://go.usa.gov/3eZ73>

# FORU – Average Observation Well Level



Year	January	February	March	April	May	June	July	August	September	October	November	December	Average
2010	1084.7	1160.1	1160.4	1151.4	1158.9	1151.2	1110.9	1067.6	1102.5	1104.6	1079.8	1074.2	1117.2
2011	1077.1	1075.4	1063.8	1049.2	1039.3	1035.3	1033.3	1031.5	1030.5	1035.6	1039.9	1051.4	1046.9
2012	1059.7	1063.8	1071.3	1066.4	1058.0	1048.8	1045.2	1038.6	1036.4	1044.7	1046.8	1048.2	1052.3
2013	1056.1	1058.7	1054.4	1052.3	1052.0	1056.2	1044.7	1034.7	1033.0	1036.5	1044.1	1051.4	1047.9
2014	1055.7	1056.2	1055.4	1051.3	1043.1	1049.3	1042.5	1036.3	1034.9	1036.2	1045.1	1053.6	1046.6
2015	1058.4	1062.9	1062.7	1064.0	1098.2	1163.7	1137.1	1072.9	1046.6	1040.5	1084.7	1126.5	1084.8
2016	1105.0	1085.9	1080.5	1099.3	1158.5	1170.2	1122.9	1096.1	1103.1	1092.7	1078.2	1109.7	1108.5
2017	1107.4	1114.9	1128.6	1099.3	1069.8	1059.4	1043.2	1035.9	1034.7	1041.4	1042.1	1046.7	1068.6
2018	1056.8	1059.0	1056.5	1053.5	1050.2	1037.9	1038.5	1039.1	1093.7	1170.1	1171.1	1157.0	1081.9
2019	1168.2	1151.5	1122.2	1103.4	1149.2	1141.4	1112.7	1062.8	1050.4	1046.9	1062.3	1066.9	1103.2
2020	1068.6	1071.6	1069.8	1066.1	1062.9	1065.3	1047.8	1036.7	1038.4	1036.6	1034.3	1037.0	1052.9
2021	1046.7	1049.1	1048.5	1038.8	1052.4	1090.0	1086.8	1081.3	1057.6	1065.5	1072.4	1063.4	1062.7
2022	1059.2	1049.0	1049.6	1037.2	1033.6	1030.1	1029.3	1028.1	1028.4	1024.6	1025.4	1033.2	1035.6
2023	1040.0	1047.8	1048.0	1047.6	1049.3	1046.9	1034.1	1027.7	1024.6	1025.2	1029.3	1032.5	1037.8
2024	1042.4	1051.4	1052.6	1050.5	1049.3	1043.3	1040.5	1039.4	1036.5	1032.7	1032.3		1042.8

Low ←————→ High



# Current Triggering Entities

- GBRA – 60%\*
  - Stage 1 – Mild
  - Stage 2 – Moderate
  - Stage 3 – Severe
  - Stage 4 – Critical
  - Stage 5 – Extreme
  - Stage 6 – Emergency
- TGRGCD – 40%\*
  - Stage 1 – Moderate
  - Stage 2 – Severe
  - Stage 3 – Critical



\* Average for FY2023-24

# GBRA – DCP updated May 2024



## Drought Stages for Wholesale Customers

1

**Mild**

Voluntary  
reduction of  
5%

2

**Moderate**

Voluntary  
reduction of  
10%

3

**Severe**

Voluntary  
reduction of  
15%

4

**Critical**

Mandatory  
reduction of  
15%

5

**Extreme**

Mandatory  
reduction of  
30%

6

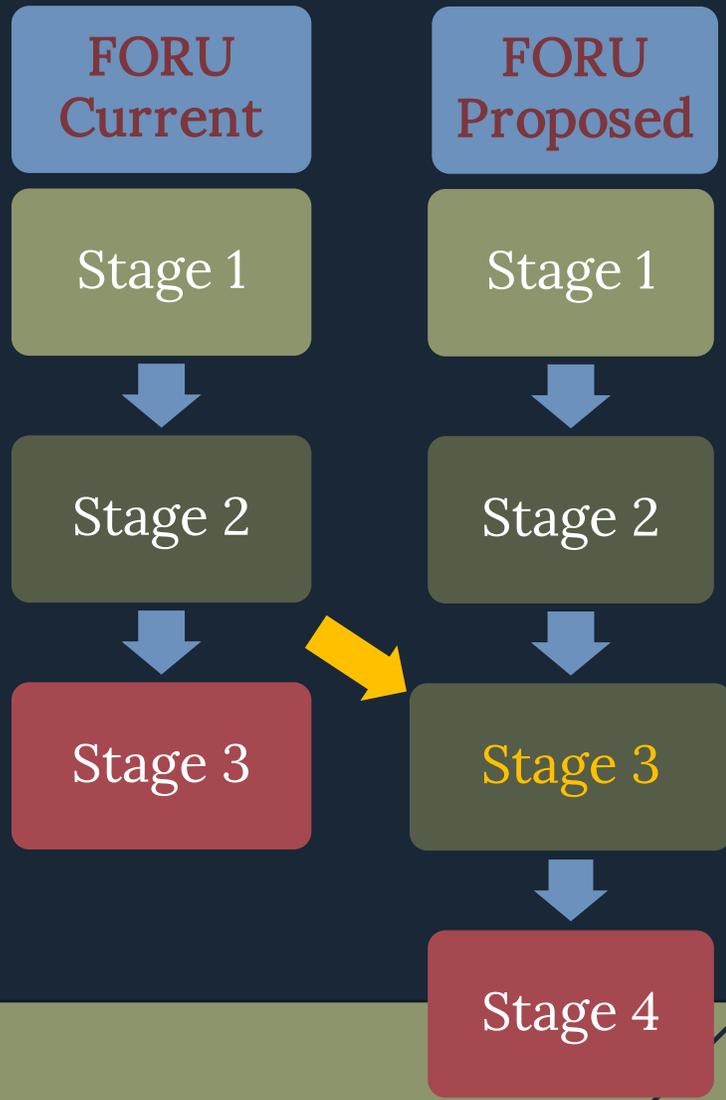
**Emergency**

GBRA Board  
of Directors  
to determine.



# Proposed Transition to a 4-Stage DCP

- FORU's Current Stage 3 is the most extreme drought stage.
- Based on lessons learned, a need for a stage between Stages 2 and 3 may be necessary to better align with GBRA drought stage severities and possible curtailments.





# Current Drought Stages - Triggers

- Stage 1 (2/3)
  1. FORU observation well averages less than or equal to 1,045 feet for 15 consecutive days;
  2. Average daily consumption of Trinity Aquifer groundwater for the same consecutive 15 days exceeds 1.2 million gallons per day; or
  3. Either GBRA or TGRGCD implements Drought Stage 1.
- Stage 2 (2/3)
  1. FORU observation well averages  $\geq 1,035$  feet for 8 consecutive days;
  2. Average daily consumption of Trinity Aquifer groundwater for the same consecutive eight (8) days exceeds 700,000 gallons per day; or
  3. Either GBRA or TGRGCD implements Drought Stage 2.
- Stage 3 (1/3)
  1. FORU observation well is equal to or less than 1,020 feet above mean sea level;
  2. At any time that the water system's production wells are failing so that normal production of 1.2 million gallons per day of Trinity Aquifer groundwater cannot be maintained for seven (7) consecutive days; or
  3. GBRA or TGRGCD implements Stage 3.

# Proposed Drought Stages - Triggers



- Stage 1 – **Unchanged**
- Stage 2
  2. Average daily consumption of Trinity Aquifer groundwater for the same consecutive eight (8) days exceeds ~~700,000~~ **900,000** gallons per day
- Stage 3 (2/3)
  1. **FORU observation well averages less than or equal to 1,025 feet above mean sea level for eight (8) consecutive days;**
  2. **Average daily consumption of Trinity Aquifer groundwater for the same consecutive eight (8) days exceeds 700,000 gallons per day;**  
**or**
  3. **GBRA or TGRGCD implements Drought Stage 3**
- Stage 4 – **Implements current Stage 3 - Unchanged**

# Current Drought Stages - Measures



- Stage 1
  1. Surcharges begin at 20,000 gallons for Residential Accounts and 50,000 Gallons for Commercial Accounts.
  2. Commercial car washing (using nonrecycled technology) is banned.
  3. Reduction in water main flushing.
  4. No Watering Permits shall be issued, except newly built homes or with proof of new lawn purchase, within 7 days before Stage 1 implementation.
  
- Stage 2
  1. Surcharges begin at 15,000 gallons for Residential Accounts and 40,000 Gallons for Commercial Accounts.
  2. Fire hydrants are limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare.
  3. Ornamental water fountain water usage is banned.
  4. No sale of bulk water.
  5. Landscape watering permits for new lawn purchases are rescinded and no new permits will be issued.
  6. Golf course watering is limited to the use of effluent and non-potable irrigation well water.

# Current Drought Stages - Measures



Item #13.

- Stage 3
  1. Surcharges begin at 10,000 gallons for Residential Accounts and 30,000 Gallons for Commercial Accounts.
  2. All nonessential water uses are prohibited.
  3. Golf course watering is limited to the use of effluent water provided by the FORU wastewater treatment plant or a water source other than that provided by FORU.
  4. A moratorium is imposed on the issuance of irrigation (with the exception of newly built homes) and swimming pool permits.
  5. Hosston/Sligo aquifer water may be diverted to drinking water distribution, if authorized by TCEQ.
  6. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage is in effect.
  7. Water-flow restrictors may be installed on customer meters.

# Proposed Drought Stages - Measures



- Stage 1 – *Unchanged*
- Stage 2 – *Minor clarification to include “no sale of bulk water, unless work is being completed for the City.”*
- Stage 3 – *New Stage and measures*
  1. *Surcharges begin at 10,000 gallons for Residential Accounts and 30,000 Gallons for Commercial Accounts.*
  2. *Landscape watering through an irrigation system is limited to once every other week.*
  3. *Power washing sidewalks, driveways, pavement, the outside of buildings or other impervious surfaces is prohibited.*
  4. *Drip irrigation is allowed every Monday, Wednesday, and Friday.*
- Stage 4 – *Same measures as the current Stage 3. Includes an additional measure to limit drip irrigation to once a week.*

# Stage 3 – Every Other Week Watering Day Schedule



- Bridge the gap from the year-round watering day schedule to no watering at Stage 4
- Maintain watering day but alternate between even/odd weeks

MAY						
S	M	T	W	T	F	S
29	30	1	2	3	4	5
0		2	4	6	8	
6	7	8	9	10	11	12
	1	3	5	7	9	
13	14	15	16	17	18	19
0		2	4	6	8	
20	21	22	23	24	25	26
	1	3	5	7	9	
27	28	29	30	31	1	2
0		2	4	6	8	

Even Watering Weeks

Odd Watering Weeks



# Questions, Thoughts or Suggestions?