



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

Thursday, May 05, 2022 at 6:30 PM

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

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

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### **AGENDA**

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#### **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 in the foyer of the Public Safety 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. Introduction of new employee: Kelsey Delgado, Environmental Program Manager.  
Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications
5. Recognition of the Employee of the Quarter (Q2 - January 2022 thru March 2022): Summer Fleming, Interim Director of Finance.  
Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications
6. Presentation on options for reducing property taxes for qualifying disabled or over age-65 homesteads.  
Scott Huizenga, Assistant City Manager
7. City Council meeting live stream video time stamping presentation.

Christina Picioccio, TRMS, City Secretary

#### **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.*

8. Approval of the April 21, 2022 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

- [9.](#) Approval of Council Member Stroup's absence from the May 19, 2022 and June 16, 2022 Regular City Council Meetings.

Christina Picioccio, TRMC, City Secretary

- [10.](#) Approval of a Final Plat request from Elkhorn Ridge SA, LLC for Elkhorn Ridge Unit 7 proposing 18 single-family residential lots, generally located north-east of the intersection of Dietz Elkhorn Road and Elkhorn Ridge, City of Fair Oaks Ranch, Texas

Katherine Schweitzer, P.E., Manager of Engineering Services

### CONSIDERATION/DISCUSSION ITEMS

- [11.](#) Consideration and possible action authorizing the City Manager to sign a Construction Agreement with Aetos Construction, LLC for the Chartwell and Dietz Intersection Project; and approval of the first reading of an Ordinance amending the budget in support of said project

Clayton Hoelscher, Procurement Manager

Grant Watanabe, Director of Public Works & Engineering Services

- [12.](#) Consideration and possible action authorizing the City Manager to initiate a request for the City of San Antonio to release a 112 +/- acre portion of their Extraterritorial Jurisdiction (ETJ) to the City of Fair Oaks Ranch.

Tobin E. Maples, AICP, City Manager

Lloyd A. "Laddie" Denton, Jr., Denton Communities

### REPORTS FROM STAFF AND COMMITTEES

- [13.](#) Financial Update and Quarterly Investment Report for Quarter 2 of Fiscal Year 2022

Scott Huizenga, Assistant City Manager, Administrative Services

### REQUESTS AND ANNOUNCEMENTS

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

### CONVENE INTO EXECUTIVE SESSION

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

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

17. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
18. Cause No. 2022CI011978; Boerne Ranch Estates, LLC v. The City of Fair Oaks Ranch.
19. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.

**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:

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

### RECONVENE INTO OPEN SESSION

*Discussion and possible action on items discussed in Executive Session.*

### ADJOURNMENT

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**Signature of Agenda Approval:** s/Tobin E. Maples

Tobin E. Maples, City Manager

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, May 02, 2022 and remained so posted continuously for at least 72 hours before said meeting was convened.

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



## CITY OF FAIR OAKS RANCH

### CITY COUNCIL REGULAR MEETING

Thursday, April 21, 2022 at 6:30 PM

Public Safety Training Room in the Police Station

7286 Dietz Elkhorn, Fair Oaks Ranch

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## MINUTES

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### OPEN MEETING

1. Roll Call - Declaration of a Quorum

Council Present: Mayor Maxton and Council Members: Stroup, Elizondo, Bliss, Koerner, Parker 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

Garry Manitzas spoke against reduction in property taxes for qualifying disabled or over age-65 homesteads. Mr. Manitzas pointed out that the City relies on ad valorem property taxes for almost 70% of its revenue and poses a substantial risk due to the city being a bedroom community. He believes this would defer the tax burden from older families to younger families.

David Delaranko spoke in favor of the reduction in property taxes for qualifying disabled or over age-65 homesteads as one of the original 10 founders of the City who helped incorporate and form city government. Mr. Delaranko asked Council to grant financial relief to Fair Oaks residents who could benefit from the tax exemption.

Julie Bray Patterson introduced herself as a candidate for Justice of the Peace, Pct 3 in Bexar County's Runoff Election.

### PRESENTATIONS

4. Mayor Maxton presented a Recognition Letter thanking young resident, Jack Bower, for his participation in the State of the City by providing the invocation.
5. Mayor Maxton read a Proclamation in recognition of City Clerk's Week, May 1 – May 7, 2022.

### CONSENT AGENDA

6. Approval of the April 7, 2022 Regular City Council meeting minutes.
7. Approval of Council Member Muenchow's absence from the April 7, 2022 Regular City Council Meeting.

MOTION: Made by Council Member Stroup, seconded by Council Member Elizondo, to approve the Consent Agenda.

VOTE: 7-0; Motion Passed.



**CONSIDERATION/DISCUSSION ITEMS**

8. **Consideration and possible action authorizing the City Manager to execute an Interlocal Cooperation Agreement for Mutual Aid for Information Technology Services.**

MOTION: Made by Council Member Muenchow, seconded by Council Member Koerner, to authorize the City Manager to sign an Interlocal Cooperation Agreement for Mutual Aid for Information Technology Services with the City of Boerne.

VOTE: 7-0; Motion Passed.

9. **Consideration and possible action declaring excess City property surplus and authorizing disposal.**

MOTION: Made by Council Member Elizondo, seconded by Council Member Parker, to authorize the City Manager to sell, auction, donate, or dispose of personal property declared as surplus by the most practical and profitable means.

VOTE: 7-0; Motion Passed.

10. **Discussion on approving a reduction in property taxes for qualifying disabled or over age-65 homesteads.**

Scott Huizenga, Assistant City Manager of Administrative Services, provided a presentation on Property Tax Relief Scenarios followed by a discussion of Council. Staff was directed to bring back additional information at a future meeting. The possibility of an election was introduced.

11. **Consideration and possible action authorizing the City Manager to execute a fee proposal with Strategic Government Resources, Inc. (SGR) for a City Council Strategic Visioning Retreat.**

MOTION: Made by Council Member Koerner, seconded by Council Member Elizondo, to authorize the City Manager to execute the attached fee proposal with SGR for a City Council Strategic Visioning Retreat.

MOTION TO AMEND: Made by Council Member Elizondo, seconded by Council Member Koerner, to amend the motion by adding the words "at a date to be determined" after the word Retreat.

VOTE ON MOTION TO AMEND: 7-0; Motion Passed.

VOTE ON AMENDED MOTION: 7-0; Motion Passed.

**REPORTS FROM STAFF AND COUNCIL**

12. **Scott Huizenga, Assistant City Manager of Administrative Services, provided to Council a presentation of the FY 2023 Budget Calendar and Planning Process.**
13. **Grant Watanabe, P.E., Director of Public Works & Engineering Services, presented the Public Works & Engineering Services Department Quarterly Report.**

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**REQUESTS AND ANNOUNCEMENTS****14. Announcements and reports by Mayor and Council Members.**

Council Member Muenchow informed everyone that her and Council Member Parker had another successful “Coffee with Council” event. Council Member Parker echoed her sentiment that they had good conversations with residents.

Council Member Stroup reminded everyone that early voting begins on Monday.

Mayor Maxton announced that there will be a JBSA Airshow celebrating the 75th Anniversary of the Air Force April 23<sup>rd</sup> and 24<sup>th</sup> from 11:00 AM to 5:00 PM each day at JBSA Randolph. The event is open and free to the public and more information can be found at [www.greattexasairshow.com](http://www.greattexasairshow.com).

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

Scott commended Grant on his presentation and asked Council for direction on future presentations and their format.

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

Council Member Bliss asked for a future agenda item to discuss the emergency response strategy system.

**CONVENE INTO EXECUTIVE SESSION**

City Council convened into Executive Session at 9:24 PM regarding:

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

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

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

City Council did not convene 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. Cause No. 2022CI011978; Boerne Ranch Estates, LLC v. The City of Fair Oaks Ranch.
19. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.

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

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

**RECONVENE INTO OPEN SESSION**

City Council reconvened into Open Session at 9:54 PM. No action was taken.

**ADJOURNMENT**

Mayor Maxton adjourned the meeting at 9:55 PM.

ATTEST:

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

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



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**CITY COUNCIL CONSIDERATION ITEM**  
**CITY OF FAIR OAKS RANCH, TEXAS**  
**May 5, 2022**

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AGENDA TOPIC: Approval of Council Member Stroup's absence from the May 19, 2022 and June 16, 2022 Regular City Council Meeting.

DATE: May 5, 2022

DEPARTMENT: City Council

PRESENTED BY: Consent Agenda - Christina Picioccio, TRMC, City Secretary

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**INTRODUCTION/BACKGROUND:**

Council Member Stroup's absence from the May 19, 2022 and June 16, 2022, City Council meetings is due to personal reasons.

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

Complies with Section 3.09 of the Home Rule Charter.

**LONG-TERM FINANCIAL & BUDGETARY IMPACT:**

N/A

**LEGAL ANALYSIS:**

N/A

**RECOMMENDATION/PROPOSED MOTION:**

Consent Agenda - I move to approve Council Member Stroup's absence from the May 19, 2022 and June 16, 2022 City Council Meeting.



## CITY COUNCIL CONSIDERATION ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

May 5, 2022

AGENDA TOPIC: Approval of a Final Plat request from Elkhorn Ridge SA, LLC for Elkhorn Ridge Unit 7 proposing 18 single-family residential lots, generally located north-east of the intersection of Dietz Elkhorn Road and Elkhorn Ridge, City of Fair Oaks Ranch, Texas

DATE: May 5, 2022

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Katherine Schweitzer, P.E., Manager of Engineering Services

### **SUMMARY:**

The purpose of this Final Plat is to create 18 residential lots, one private street (Kearney Ridge), and one reserve that will be maintained as green belt, drainage easement, open space, and underground utility easements. The lot sizes range from 0.22 acres to 0.38 acres. All lots in the proposed subdivision are 80' wide.

The subdivision is generally located north-east of the intersection of Dietz Elkhorn Road and Elkhorn Ridge (see attached **Exhibit A: Location Map Elkhorn Ridge Unit 7**). Street access to the subdivision will be provided from Kearney Ridge.

### **BACKGROUND:**

In January 2014, the City of Fair Oaks Ranch entered into a development agreement with Elkhorn Ridge SA, LLC for the development of 311 single family residential lots as part of the Elkhorn Ridge subdivision. The referenced agreement stated the following regarding lot size dimensions: "In general all lots are approximately one hundred twenty feet (120 ft) in depth at a minimum with 148 lots being approximately fifty-five (55 ft) wide, 91 lots being approximately sixty-five (65 ft) wide and 72 lots being approximately eighty feet (80 ft) wide as measured from the front building setback line." The agreement also stated – "Any material changes to the Master Plan shall require the approval of City Council, unless such change results in a reduced density". The proposed plat is in conformance with the Development Agreement.

The table shows the status of the entire development as of March 2022.

**Table 1: Elkhorn Ridge Development Construction Status**

Status	Constructed	Future
Units	1, 2, 3, 5, 6A, 6B, 9	4, 7, 8
Number of lots	221	71

The open space exhibits (**Exhibits E and F**) show the amount and location of open space. As per the Open Space Plan provided by the applicant and dated March 2019, the open space requirement for Unit 7 is 1.36 acres and the plat meets this requirement. **Exhibit G** shows an aerial view of the Elkhorn Ridge development. The street providing access to this subdivision is constructed and has been accepted by the City.

The parcel has protected trees on site that need mitigation. The tree mitigation plan (Tree Plan) was approved prior to approval of the Preliminary Plat.

The Final Plat review is based on the requirements of the Subdivision Regulations contained in Chapter 10 of the Code of Ordinances, that was in effect at the time of the approval of the Master Plan. Staff has reviewed the Final Plat and relayed review comments to the applicant. All comments have been addressed in the resubmittal except the conditions listed below.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

During their April 14, 2022, meeting the Planning & Zoning Commission recommended approval of the Final Plat request from Elkhorn Ridge SA, LLC for Elkhorn Ridge Unit 7 proposing 18 single-family residential lots with the following condition:

1. Resolve the discrepancy between tax certificate and the plat. Tax certificate shows 6.8 acres whereas the plat and Master Plan indicate 7.082 acres. (The shape matches, however, the area/acreage does not).
2. Correct the discrepancy in the area of the Reserve 914. Plat layout shows 1.37 acres whereas the title block shows 1.36 acres.
3. Correct the plat type in the City signature block. (Still shows Preliminary).
4. Correct the plat note regarding the maintenance and ownership responsibilities of Reserve 914 and Kearney Ridge Parcel 913 to clarify the ownership and responsibility. (Does not specify who maintains the reserve).

The motion was passed unanimously (7-0).

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

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

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A

**LEGAL ANALYSIS:**

Sec. 212.006 (a) of the Texas Local Government Code titled, Authority Responsible for Approval Generally, states the following:

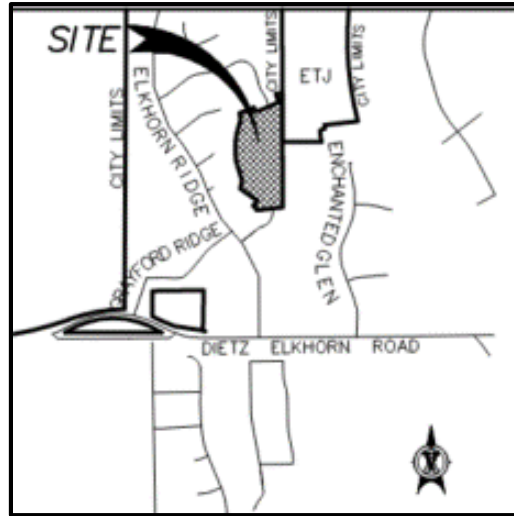
"The municipal authority responsible for approving plats under this subchapter is the municipal planning commission or, if the municipality has no planning commission, the governing body of the municipality. The governing body by ordinance may require the approval of the governing body in addition to that of the municipal planning commission."

**PROPOSED MOTION:**

Consent Agenda: I move to approve the Final Plat of Elkhorn Ridge Unit 7 with the following conditions:

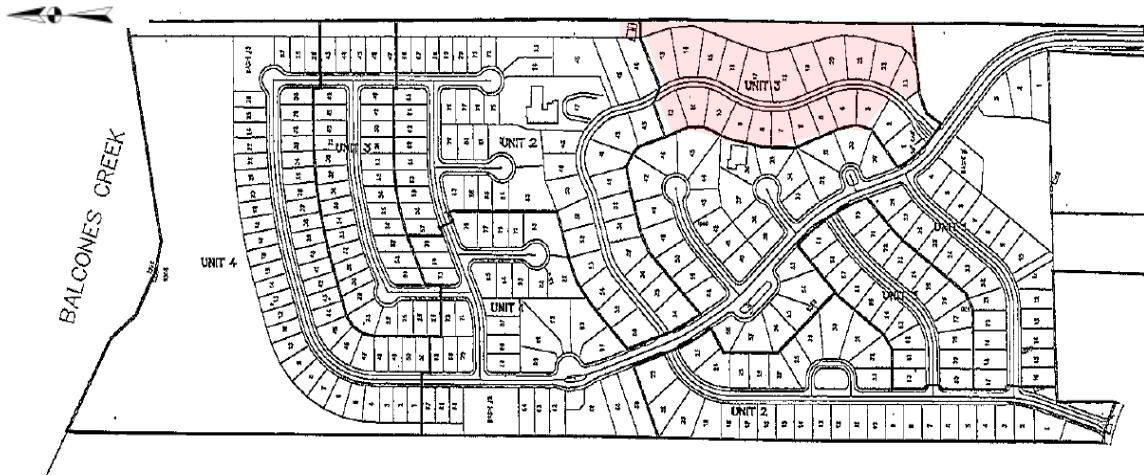
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2. Correct the discrepancy in the area of the Reserve 914. Plat layout shows 1.37 acres whereas the title block shows 1.36 acres.
3. Correct the plat type in the City signature block. (Still shows Preliminary).
4. Correct the plat note regarding the maintenance and ownership responsibilities of Reserve 914 and Kearney Ridge Parcel 913 to clarify the ownership and responsibility. (Does not specify who maintains the reserve).

### Exhibit A: Location Map Elkhorn Ridge Unit 7



Source: Provided by the applicant

### Exhibit B: Approved Elkhorn Ridge Subdivision Master Plan (Unit 7 Highlighted)



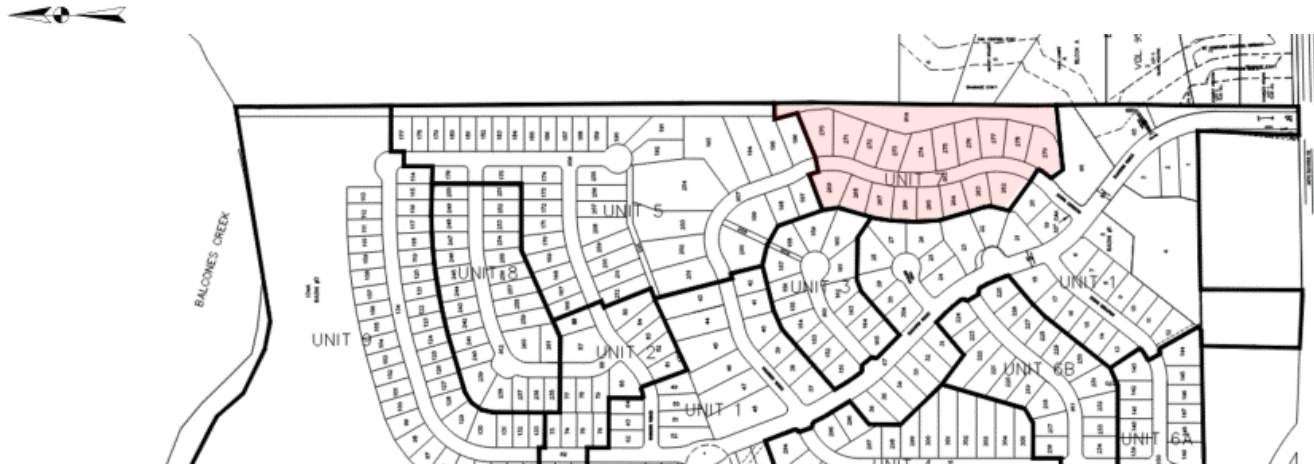
UNIT 1	25	28	38	3
UNIT 2	24	13	38	12
UNIT 3	25	19	27	9
UNIT 4	47	4	—	—
TOTAL	121	64	103	24

UNIT 2	87	8,300	4,060
UNIT 3	80	6,080	2,970
UNIT 4	51	3,080	1,470
TOTAL	318	23,720	14,120

Source: Development Agreement dated 2014



### Exhibit C: As Constructed - Elkhorn Ridge Subdivision Master Plan (Unit 7 Highlighted)



Source: Provided by the applicant – March 2022

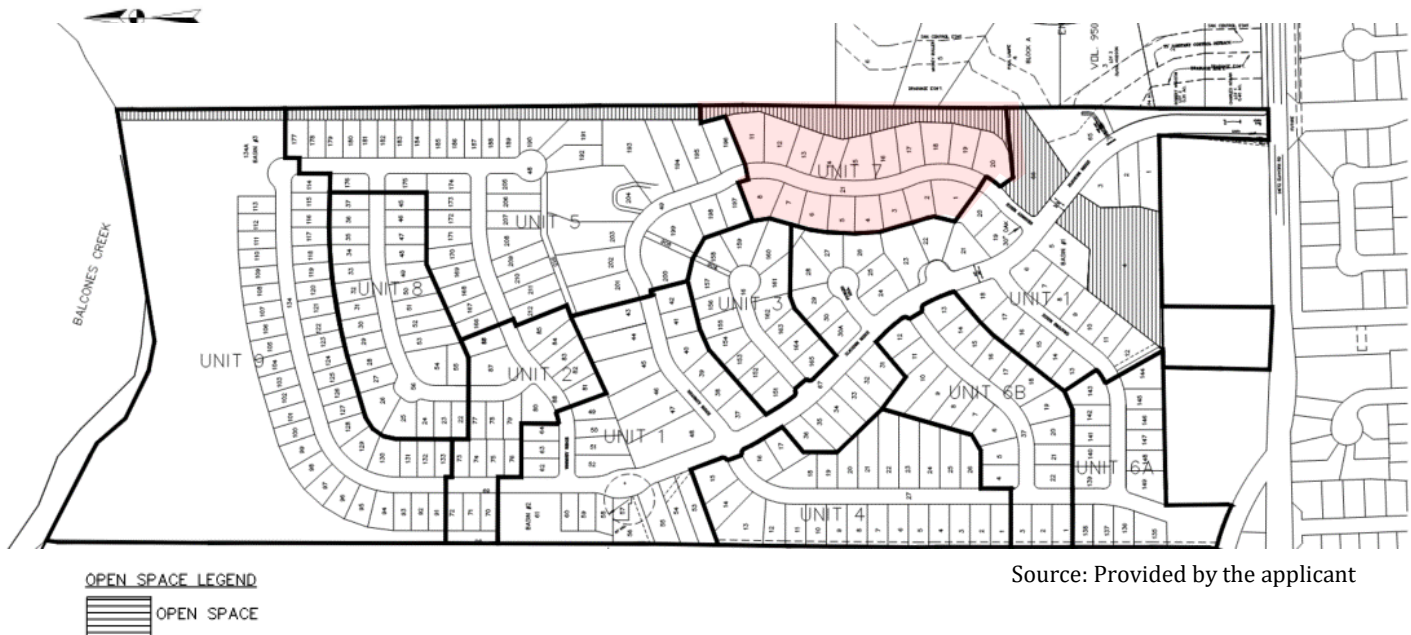
### Exhibit D: Elkhorn Ridge Subdivision - Progress Summary Table (March 2022)

	U 1	U 2	U 3	U 4	U 5	U 6A	U 6B	U 7	U 8	U 9	TOTAL
AREA(AC)	28.72	4.35	3.92	7.356	16.28	4.36	6.00	7.082	5.98	23.90	107.948
55' LOTS	135	11	18	1	35	—	—	—	27	43	
65' LOTS	113	36	—	15	25	—	15	22	—	—	
80' LOTS	44	14	—	—	12	—	—	18	—	—	
TOTAL	292	61	18	15	26	47	15	22	18	27	43
RECORDING DATA	V.0692/P.179	V.0714/P.123	V.20001/P.2218	FUTURE	V.20002/P.621	V.20001/P.1443	V.20002/P.1223	PRELIMINARY APPROVED	PRELIMINARY APPROVED	V.20001/P.1245	
CONSTRUCTION STATUS	COMPLETED	COMPLETED	COMPLETED	FUTURE	COMPLETE	COMPLETED	COMPLETE	FUTURE	FUTURE	COMPLETED	

TOTAL ROAD = 13,450 L.F.

Source: Provided by the applicant

### Exhibit E: Elkhorn Ridge Subdivision Open Space Plan (Unit 7 Highlighted)



Source: Provided by the applicant

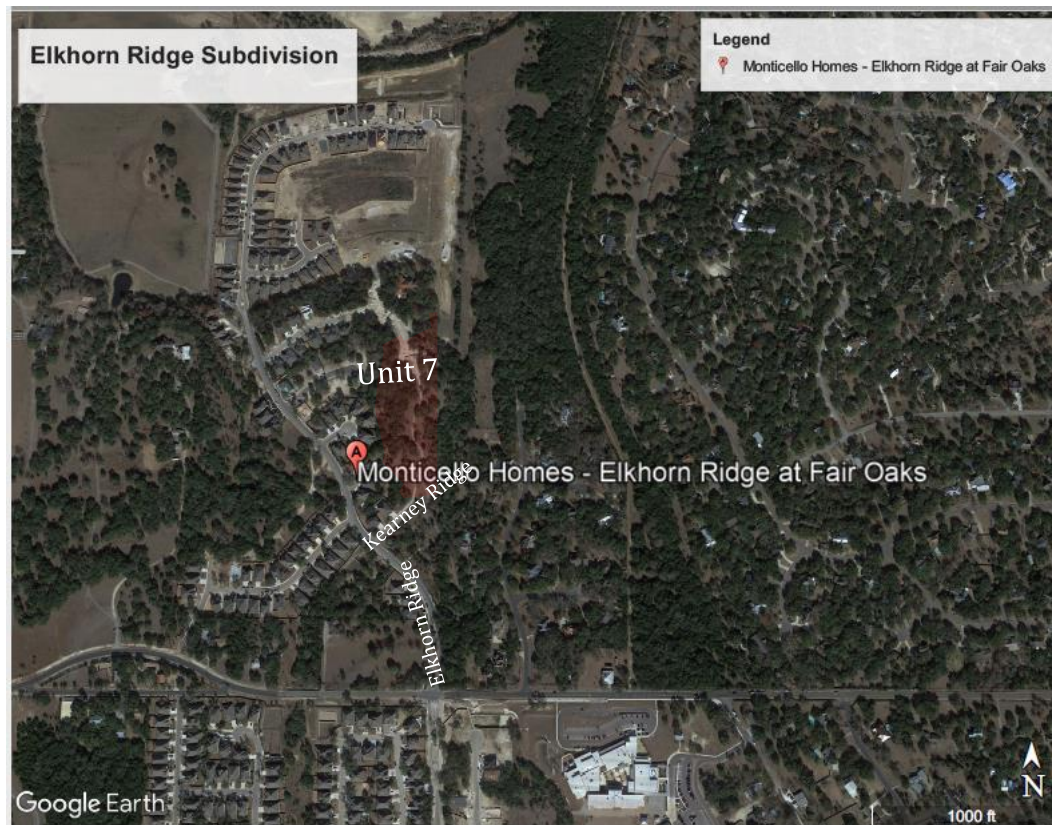
## Exhibit F: Open Space Requirement

OPEN SPACE REQUIREMENT		
AREA = 292 LOTS/(100 LOTS/AC) = 2.92 AC.		
UNIT NO.	OPEN SPACE AC.	STATUS
1	3.08	2015
2	0	2017
3	0	2019
4	0	UNKNOWN
5	1.26	2020
6A	0	2019
6B	0	UNKNOWN
7	1.36	UNKNOWN
8	0	UNKNOWN
9	0.43	2019
TOTAL	6.13	

ALL CURRENT AND FUTURE OPEN SPACE WILL BE DEICATED TO ELKHORN RIDGE HOA.

Source: Provided by the applicant

## Exhibit G – Elkhorn Ridge Subdivision Aerial View (Unit 7 Highlighted)



**Attachments:**

1. Appendix A Universal Application
2. S11 Final Plat Specific Application Form
3. Letter of Intent
4. Elkhorn Ridge Unit 7 Subdivision Plat
5. Elkhorn Ridge Masterplan
6. Elkhorn Ridge Open Space Exhibit





## City of Fair Oaks Ranch

Attachment 1 Item #10.

7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

PH: (210) 698-0900.FAX: (210) 698-3565. [hcodes@fairoaksranchtx.org](mailto:hcodes@fairoaksranchtx.org) [www.fairoaksranchtx.org](http://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: Elkhorn Ridge Unit 7 Acreage: 7.08

Brief Description of Project: Residential Subdivision

Is property platted? ☒ No ☐ Yes Subdivision name: Elkhorn Ridge Unit 7 No. of Lots: 18

Recordation #: \_\_\_\_\_ Parcel(s) Tax ID#: 04708-000-0700

Existing Use: Single Family Proposed Use: Single Family

Current Zoning: Existing Residential One Proposed Zoning: Existing Residential One

Occupancy Type: \_\_\_\_\_ Sq. Ft: \_\_\_\_\_ Bed #: \_\_\_\_\_ Bath #: \_\_\_\_\_ Car Garage #: \_\_\_\_\_

Water System ☐ Well ☒ Public Flood Zone: ☐ Yes ☒ No Sewer System: ☐ Septic ☒ Public

#### PROPERTY OWNER INFORMATION

Owner: Elkhorn Ridge SA, LLC

Address: 11 Lynn Batts Lane, Suite 100

Phone: (210) 828-6131

Contact Name: Lloyd A. Denton, Jr.

City/State/ZIP: San Antonio, Texas 78218

Email: plats@bitterblue.com

#### APPLICANT INFORMATION

Applicant/Developer: Bitterblue

Address: 11 Lynn Batts Lane, Suite 100

Phone: (210) 828-6131

Contact Name: Lloyd A. Denton, Jr.

City/State/ZIP: San Antonio, Texas 78218

Email: plats@bitterblue.com

#### KEY CONTACT INFORMATION

Name of the Individual: Paul A. Schroeder

Address: 12940 Country Parkway

Phone: (210) 349-3271

Contact Name: Vickrey & Associates, LLC

City/State/ZIP: San Antonio, Texas 78216

E-mail: pschroeder@vickreyllc.com

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

Signature: \_\_\_\_\_ Date: 8-3-21

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

#### \*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

DATE REC'D: 03/11/2022 BY: KGS

FEES PAID: N/A 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.

**SPECIFIC APPLICATION FORM (S1-S39).** Please check the appropriate type below:**Land Use Policy Related**

(Section 3.9 of the UDC)

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

**Subdivision and Property Development Related**

(Section 3.8 of the UDC)

- ☐ Amending Plat\* - Form S6
- ☐ Minor Plat\* - Form S7
- ☐ Development Plat\* - Form S8
- ☐ Concept Plan\*\* - Form S9
- ☐ Preliminary Plat\* - Form S10
- ☒ Final Plat\* - Form S11
- ☐ Replat\* - Form S12
- ☐ Construction Plans\* - Form S13
- ☐ Vacating Plat
- ☐ Plat Extension

**Site Development Related**

(Section 3.9 of the UDC)

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

**Building Permits Related****Commercial**

- ☐ New/Remodel/Addition\* - Form S24
- ☐ Fence\* - Form S25
- ☐ Miscellaneous\* - Form S26

**Residential**

- ☐ New Home\* - Form S27
- ☐ Remodel/Addition\* - Form S28
- ☐ Detached Buildings\* - Form S29

**Others**

- ☐ Solar\* - Form S30
- ☐ Swimming Pool\* - Form S31
- ☐ Demolition, Drive or Move
- ☐ New Lawn/Water\* - Form S32
- ☐ Backflow Device/Irrigation Systems - Form S33
- ☐ Sign\* (Permanent) - Form S34 A
- ☐ Sign\* (Temporary) - Form S34 B
- ☐ Appeal of Denial of Sign Permit
- ☐ Master/ Common Signage Plan\* - Form S35
- ☐ Water Heater or Water Softener\* - Form S36
- ☐ Right-of-Way Construction\* - Form S37
- ☐ Flatwork\* - Form S38

**Inspections**

- ☐ Mechanical ☐ Electrical
- ☐ Plumbing ☐ Building
- ☐ Others \_\_\_\_\_

**Water- Wastewater Service**

- ☐ Connect/ Disconnect Form\* - Form S39

\*These types of applications require additional information as listed in the Specific Application Form. Refer to **Appendix B** of the Administrative Procedures Manual for more information.

\*\* The Concept Plan is required for PUD and CDA, and for Rezoning if included in a previously approved Concept Plan.

**Application Checklist for all Applications**

- ☒ Universal Application Form (Form UA).
- ☒ Items listed in the checklist for the Specific Application Form (Form S#) <sup>1</sup>. (Please make sure the boxes are checked)

N/A Application Processing Fees and other application fees.

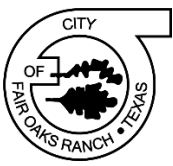
- ☒ Letter of intent explaining the request in detail and reason for the request.

N/A Signed Letter of Authorization required if the application is signed by someone other than the property owner.

N/A Site plan and shapefile drawings (if applicable) for the property

- ☒ Location map clearly indicating the site in relation to adjacent streets and other landmarks
- ☒ One (1) copy of proof of ownership (recorded property deed or current year tax statements)
- ☒ One (1) USB drive containing the general required documents in Adobe PDF format (if required)

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

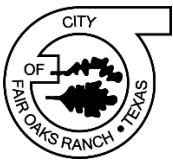


# S11

**SPECIFIC APPLICATION FORM - FINAL PLAT****Section 3.8 (5) of the Unified Development Code**

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

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



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

Note: Removal of Protected trees need approval by staff

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

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

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

December 1, 2021

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

Re: Elkhorn Ridge Unit 7  
Final Plat Submittal  
V&A Project No. 2752-011-051

Dear Ms. Schweitzer,

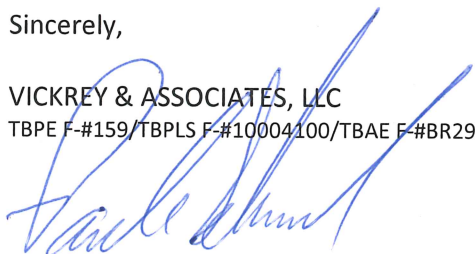
This submittal is to subdivide the following:

Being a 7.08-acre (308,501 square feet) political subdivision out of the remainder of a called 27.31-acre tract of land conveyed from Gerald W. Rentz, Jr. and wife Lisa Rentz to Elkhorn Ridge SA, LLC by Warranty Deed dated November 22, 2013 and recorded in Volume 16450, Page 2155, Official Public Records of Real Property (O.P.R.) of Bexar County, Texas (all records cited herein are recorded in Bexar County, Texas), and out of the remainder of a called 28.03-acre tract of land conveyed from Sanford A. Jennings and wife Patricia K. Jennings to Elkhorn Ridge SA, LLC, by Warranty Deed dated November 22, 2013 and recorded in Volume 16453, Page 300, O.P.R.

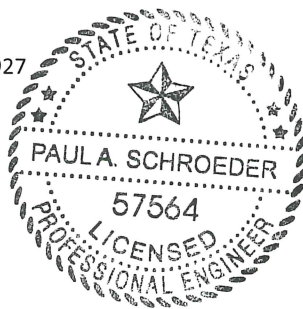
The Elkhorn Ridge Unit 7 subdivision will contain 18 lots.

Sincerely,

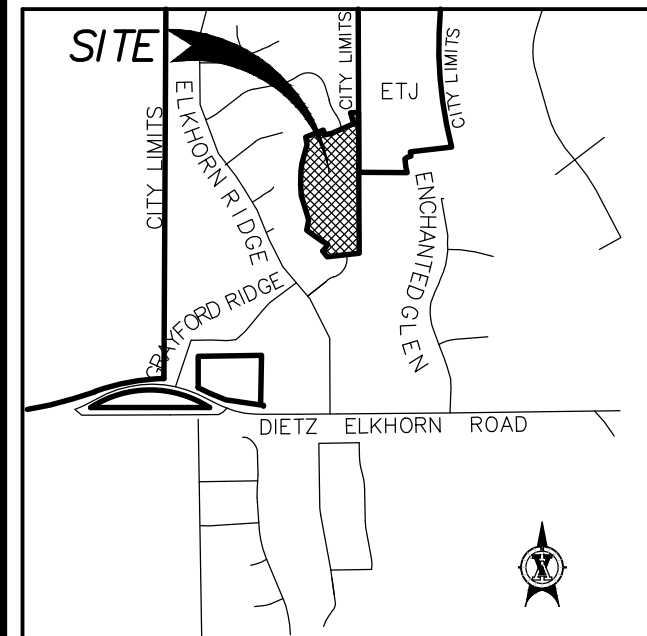
VICKREY & ASSOCIATES, LLC  
TBPE F-#159/TBPLS F-#10004100/TBAE F-#BR2927

  
Paul A. Schroeder, PE, RPLS  
Residential Division Manager

PAS/ksh







LINE	LENGTH	DIRECTION
L7	50.00	N57°33'28"W
L8	22.12	S11°08'17"E
L9	45.79	N20°44'19"W
L10	52.86	N08°02'22"W
L11	50.00	N79°40'32"E
L12	30.05	S13°56'45"E
L13	78.46	S10°23'30"W
L14	68.75	S07°52'39"E
L16	15.90	S17°42'15"W
L17	39.05	S40°02'00"W
L18	55.69	S65°10'56"W
L19	31.68	N02°37'58"E
L20	31.68	S02°37'58"W
L23	13.22	N00°17'13"E
L24	13.22	S00°17'13"W

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C5	11°40'41"	275.00'	56.05'	28.12'	N38°16'52"E	55.95'
C6	10°47'06"	175.00'	32.94'	16.52'	S15°43'01"E	32.89'
C7	37°58'14"	225.00'	149.11'	77.41'	S13°27'25"W	146.40'
C8	23°54'44"	475.00'	198.24'	100.58'	S9°19'24"E	196.80'
C9	22°33'52"	475.00'	187.07'	94.76'	S13°54'54"W	185.86'
C10	24°54'37"	175.00'	76.08'	38.85'	S12°44'32"W	75.49'
C11	10°36'41"	175.00'	32.41'	16.25'	S5°01'08"E	32.36'
C12	10°36'41"	225.00'	41.67'	20.90'	S5°01'08"E	41.61'
C13	24°54'37"	225.00'	97.82'	49.70'	N12°44'32"E	97.05'
C14	22°33'52"	425.00'	167.38'	84.79'	S13°54'54"W	166.30'
C15	23°54'44"	425.00'	177.37'	90.00'	N9°19'24"W	176.09'
C16	53°43'17"	275.00'	257.84'	139.28'	N5°34'53"E	248.50'

- 1 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
- 2 5' WATER EASEMENT
- 3 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (VOL. 20002, PG. 621)
- 4 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (VOL. 9692, PG. 180)
- 5 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (VOL. 9692, PG. 181)
- 6 15' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (VOL. 20002, PG. 856)

**FLOODPLAIN VERIFICATION:**  
A PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP 481644C0085F EFFECTIVE DATE SEPT 29, 2010. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS. CITY OF FAIR OAKS RANCH - NUMBER 481644 PANEL # 0085 F

**IMPACT FEE PAYMENT DUE : "SAWS"**  
WATER AND WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

**EDU NOTE:**  
THE NUMBER OF EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY SAWS.

**SAWS DEDICATION NOTE:**  
THE DEVELOPER DEDICATES THE SANITARY SEWER AND/OR WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM.

**SAWS HIGH PRESSURE NOTE:**  
A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 1425 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE DEVELOPER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S ASIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH THE PLUMBING CODE OF THE CITY OF SAN ANTONIO.

**FIRE FLOW NOTE:**  
IN AN EFFORT TO MEET THE CITY OF SAN ANTONIO'S FIRE FLOW REQUIREMENTS FOR THE PROPOSED RESIDENTIAL DEVELOPMENT, THE PUBLIC WATER MAIN SYSTEM HAS BEEN DESIGNED FOR A MINIMUM FIRE FLOW DEMAND OF 1000 GPM AT 25 PSI RESIDUAL PRESSURE. THE FIRE FLOW REQUIREMENTS FOR INDIVIDUAL STRUCTURES WILL BE REVIEWED DURING THE BUILDING PERMIT PROCESS IN ACCORDANCE WITH THE PROCEDURES SET FORTH BY THE CITY OF FAIR OAKS RANCH.

STATE OF TEXAS  
COUNTY OF BEXAR

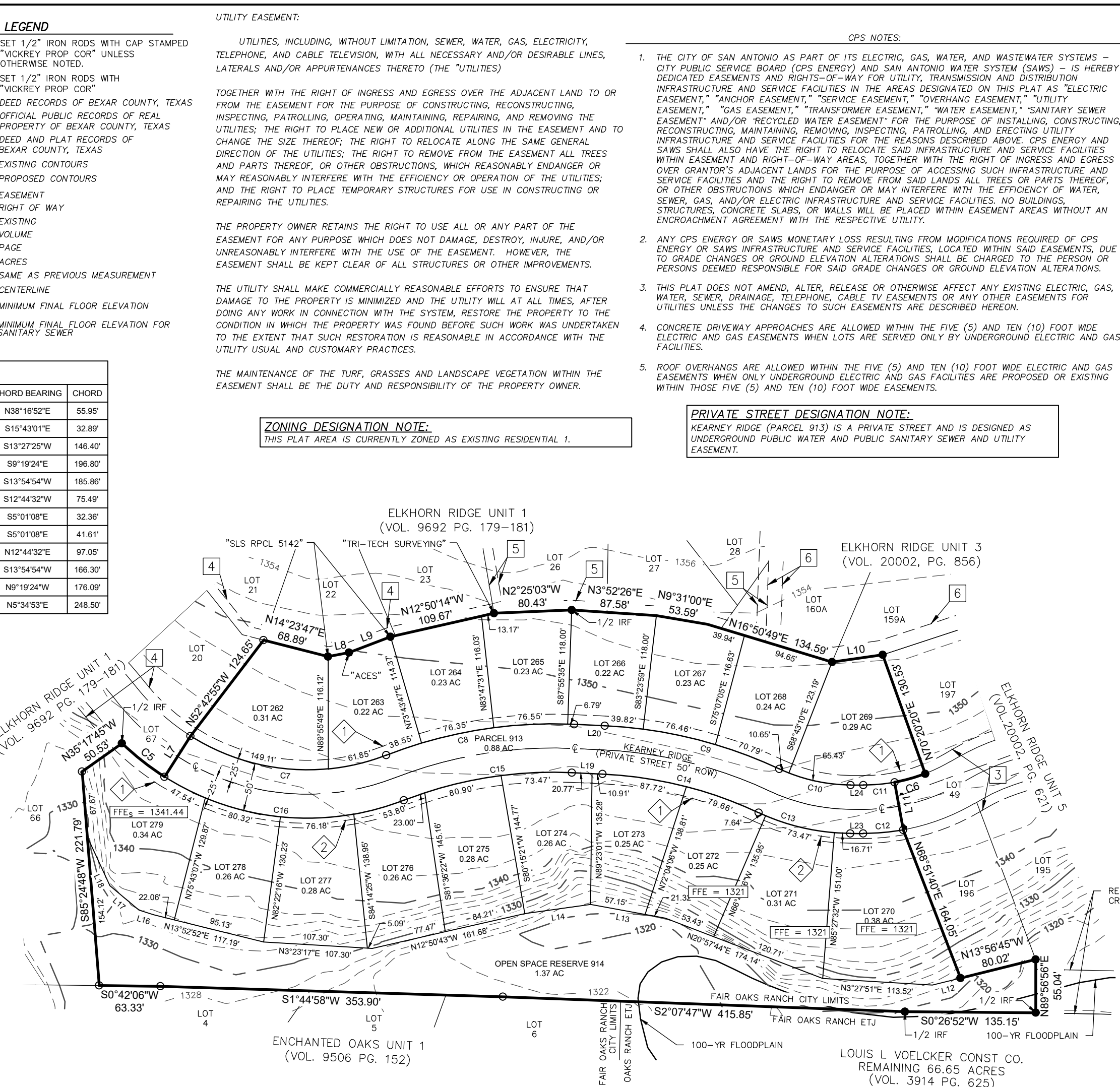
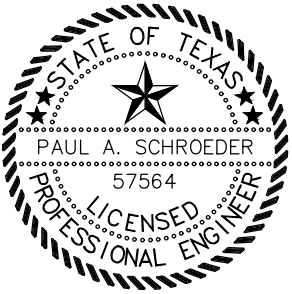
I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: VICKREY & ASSOCIATES, LLC.

VICKREY & ASSOCIATES, LLC.  
BY: PAUL A. SCHROEDER, R.P.L.S. 03-21-2022  
REGISTERED PROFESSIONAL LAND SURVEYOR #5160

STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE.

VICKREY & ASSOCIATES, LLC.  
BY: PAUL A. SCHROEDER, P.E. 03-21-2022  
LICENSED PROFESSIONAL ENGINEER #57564



RESERVE 914 IS DESIGNATED AS AN OPEN SPACE GREENBELT AND UTILITY AND DRAINAGE EASEMENT. THESE RESERVES ARE NOT FOR RESIDENTIAL USE. THERE WILL BE NO HABITABLE STRUCTURES ALLOWED IN THESE LOTS AND SHALL BE OWNED AND MAINTAINED BY THE HOA.

THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO ADDITIONAL EASEMENTS AND RESTRICTIONS AS RECORDED FOR THIS UNIT IN THE PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS. GATES ACROSS EASEMENT: DOUBLE SWING GATES SHALL BE MINIMUM 16 FEET AND INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.

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

THE CONTOURS SHOWN ON THIS PLAT ARE FROM AERIAL TOPOGRAPHY. VICKREY & ASSOCIATES, INC. DOES NOT CERTIFY TO THE ACCURACY OF THE ABOVE MENTIONED AERIAL TOPOGRAPHY.

BASIS OF BEARING IS STATE PLANE CORR'D. SYSTEM. NAD 83

1/2" IRON RODS WITH "VICKREY PROP COR" SET AT ALL CORNERS UNLESS NOTED OTHERWISE, IRF DENOTES IRON ROD FOUND.

KEARNEY RIDGE (PARCEL 913) WILL BE PRIVATELY OWNED AND

18 RESIDENTIAL LOTS, 1 PRIVATE STREET, 1 OPEN SPACE GREENBELT RESERVE  
THIS PLAT WAS REVISED MARCH 21, 2022.

E MAINTAINED BY THE ELKHORN RIDGE HOA. ALL PROPERTIES DESIGNATED AS EASEMENTS SHALL OR MAY BE UTILIZED FOR THE FOLLOWING PURPOSES:

**DRAINAGE EASEMENT:**  
DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, EMBANKMENTS, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES (THE "DRAINAGE SYSTEM") TOGETHER WITH RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM; THE RIGHT TO CREATE AND/OR DREDGE A STREAM COURSE, REFILL, OR DIG OUT SUCH STREAM COURSE; ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT; INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER CAPS, AND PROTECTING RAILS; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.

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

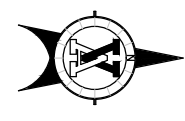
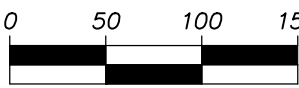
- THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
- THE UTILITY SHALL MAKE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

# FINAL SUBDIVISION PLAT ESTABLISHING ELKHORN RIDGE UNIT 7

BEING 7.082-ACRE (308,501 SQUARE FEET) POLITICAL SUBDIVISION OUT OF THE REMAINDER OF A 27.31-ACRE TRACT OF LAND FROM GERALD W. RENTZ, JR. AND WIFE LISA RENTZ TO ELKHORN RIDGE SA, LLC BY WARRANTY DEED DATED NOVEMBER 22, 2013 AND RECORDED IN VOLUME 16450, PAGE 2155, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (O.P.R.) OF BEXAR COUNTY, TEXAS (ALL RECORDS CITED HEREIN ARE RECORDED IN BEXAR COUNTY, TEXAS.) AND OUT OF THE REMAINDER OF A CALL 28.03-ARCE TRACT OF LAND CONVEYED FROM SANFORD A. JENNINGS AND WIFE PATRICIA K. JENNINGS TO ELKHORN RIDGE SA, LLC, BY WARRANTY DEED DATED NOVEMBER 22, 2013 AND RECORDED IN VOLUME 16453, PAGE 300, O.P.R., ALL SAID TRACTS BEING OUT OF THE JOSE RAMON AROCHA SURVEY NO. 171, ABSTRACT NO. 24, COUNTY BLOCK 4708, CITY OF FAIR OAKS RANCH, BEXAR COUNTY, TEXAS.

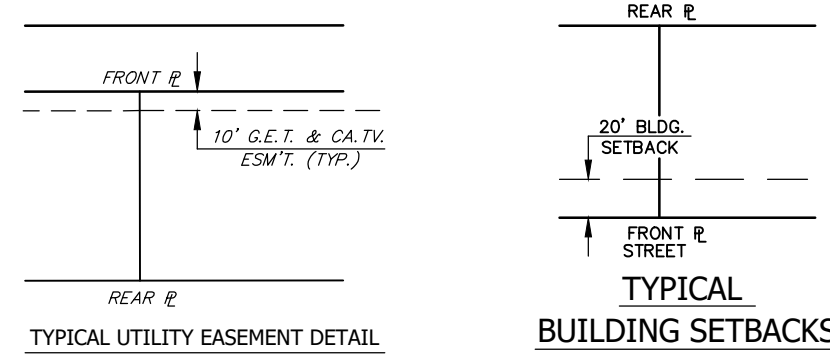
REASON FOR FINAL SUBDIVISION PLAT:  
TO CREATE 18 RESIDENTIAL LOTS, 1 PRIVATE STREET, AND 1 OPEN SPACE RESERVE 914 GREENBELT (1.36-AC) CONTAINING A TOTAL OF 7.082 ACRES.

SCALE: 1"=100'



## VICKREY & ASSOCIATES, LLC. CONSULTING ENGINEERS

12940 Country Parkway San Antonio, Texas 78216-2004  
Telephone: (210) 349-3271  
TBPE Firm Registration No.: F-159  
TBPLS Firm Registration No.: 10004100



STATE OF TEXAS  
COUNTY OF BEXAR

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

OWNER: LLOYD A. DENTON, JR., PRESIDENT  
ELKHORN RIDGE SA, LLC  
11 LYNN BATTIS LANE, STE. 100  
SAN ANTONIO TEXAS 78218

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ LLOYD A. DENTON, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2022.

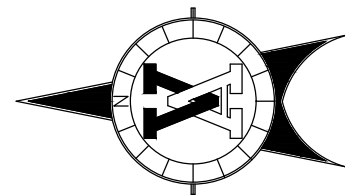
NOTARY PUBLIC  
STATE OF TEXAS

THIS PRELIMINARY PLAT OF ELKHORN RIDGE UNIT 7 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2022

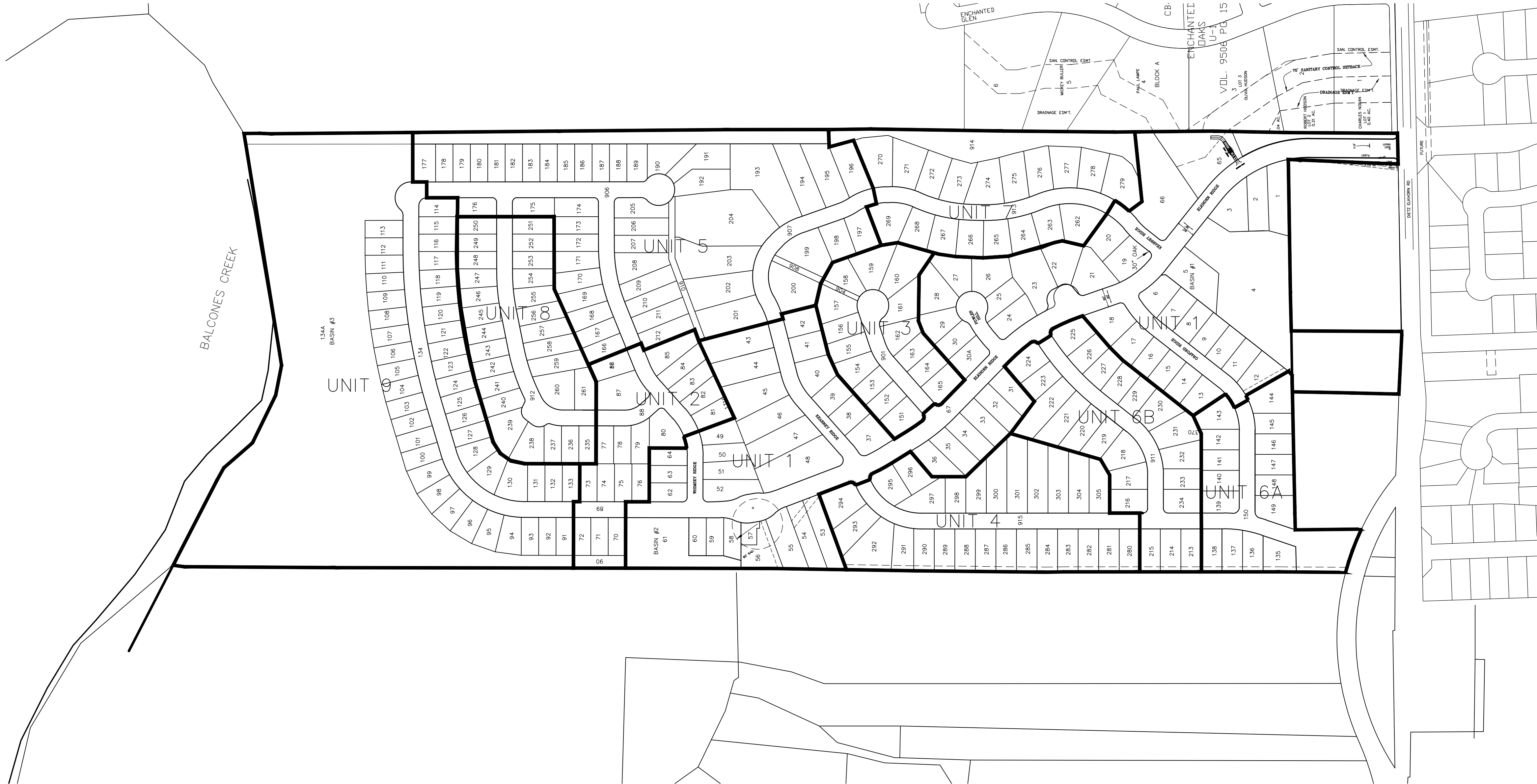
BY \_\_\_\_\_ MAYOR

BY \_\_\_\_\_ CITY SECRETARY





SCALE: 1"=200'



		U 1	U 2	U 3	U 4	U 5	U 6A	U 6B	U 7	U 8	U 9	TOTAL
AREA(AC)		28.72	4.35	3.92	7.356	16.28	4.36	6.00	7.082	5.98	23.90	107.948
55' LOTS	135	11	18	—	1	35	—	—	—	27	43	
65' LOTS	113	36	—	15	25	—	15	22	—	—	—	
80' LOTS	44	14	—	—	—	12	—	—	18	—	—	
TOTAL	292	61	18	15	26	47	15	22	18	27	43	
RECORDING DATA		V.9692/P.179	V.9714/P.123	V.20001/P.2218	FUTURE	V.20002/P.621	V.20001/P.1443	V.20002/P.1223	PRELIMINARY APPROVED	PRELIMINARY APPROVED	V.20001/P.1245	
CONSTRUCTION STATUS		COMPLETED	COMPLETED	COMPLETED	FUTURE	COMPLETE	COMPLETED	COMPLETE	FUTURE	FUTURE	COMPLETED	
TOTAL ROAD = 13,450 L.F.												

VICKREY & ASSOCIATES, LLC.

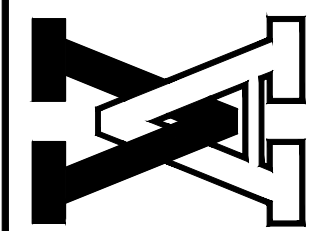
CONSULTING ENGINEERS

CIVIL • ENVIRONMENTAL • SURVEY

12940 Country Parkway San Antonio, TX 78216

Telephone: (210) 349-3271

Firm Registration No: F-159

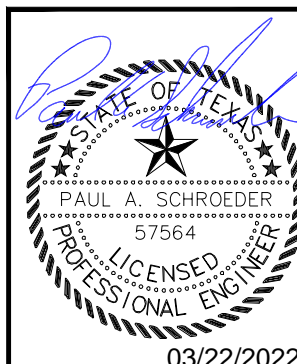


ELKHORN RIDGE

WATERSHED PROJECT

ELKHORN RIDGE

MASTER PLAN



DATE: MARCH 21, 2022

Vertical Scale 1"=N/A  
Horizontal Scale 1"=200'

0 100' 200' 300'

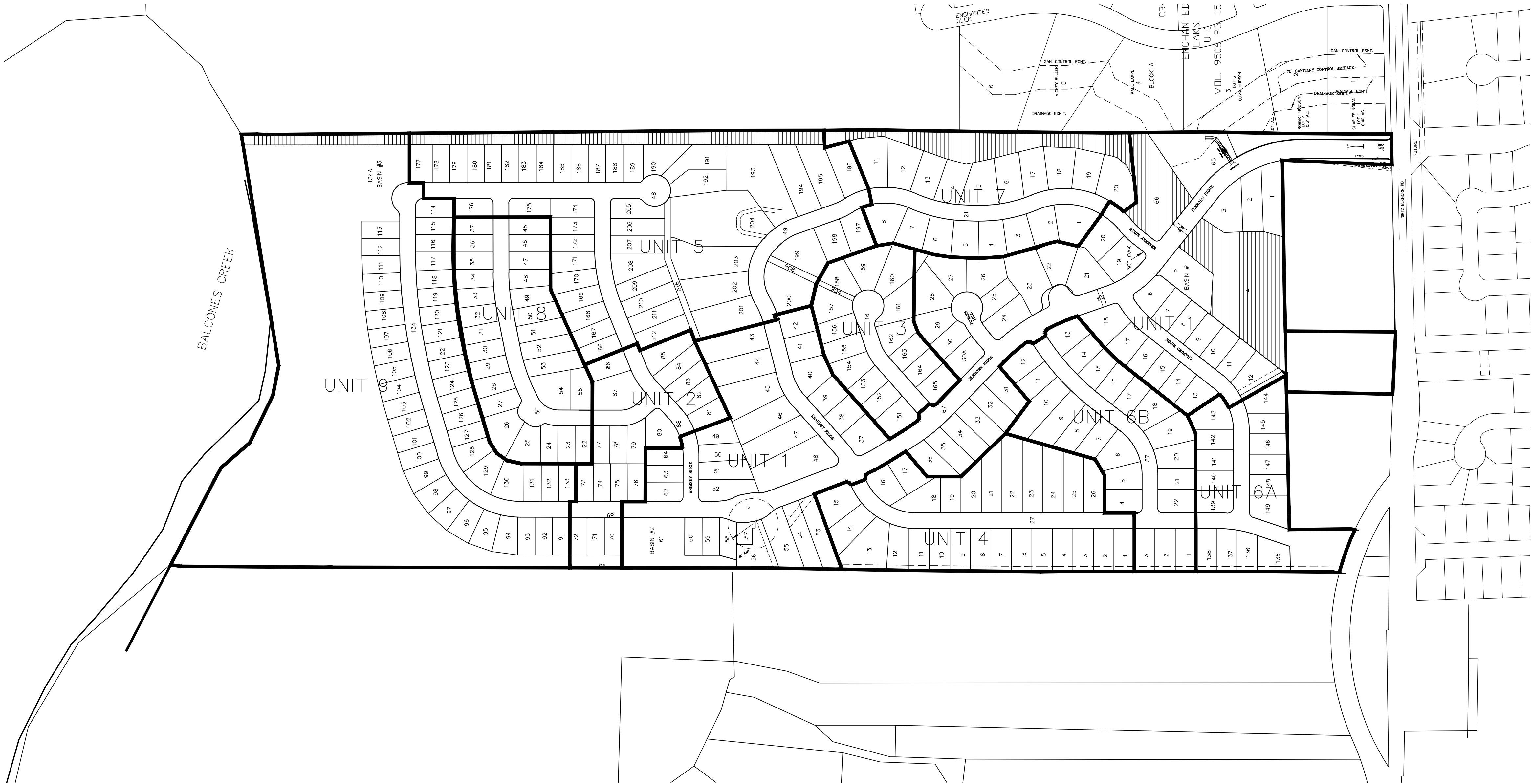
SHEET 1 OF 1

PROJ. NO. 2752-011

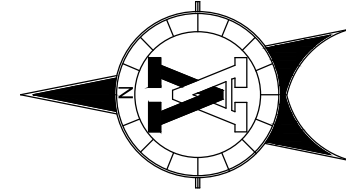


Jul 20, 2021 - 4:56pm  
R:\2752\Engineering\DWG\119600.dwg

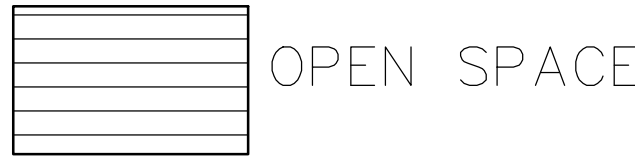
DRAWN BY: --  
CHECKED BY: --  
APPROVED BY: --



SCALE: 1"=200'

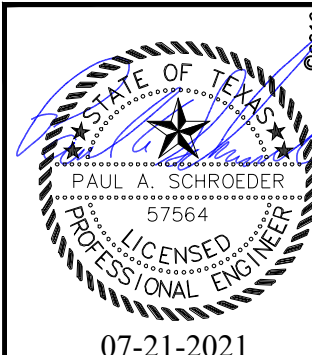


OPEN SPACE LEGEND



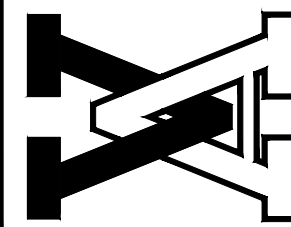
OPEN SPACE REQUIREMENT		
AREA = 292 LOTS/(100 LOTS/AC) = 2.92 AC.		
UNIT NO.	OPEN SPACE AC.	STATUS
1	3.08	2015
2	0	2017
3	0	2019
4	0	UNKNOWN
5	1.26	2020
6A	0	2019
6B	0	UNKNOWN
7	1.36	UNKNOWN
8	0	UNKNOWN
9	0.43	2019
TOTAL	6.13	

ALL CURRENT AND FUTURE OPEN SPACE WILL DE DEICATED TO ELKHORN RIDGE HOA.



ELKHORN RIDGE  
OPEN SPACE PLAN

PREPARED FOR:



VICKREY & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
CIVIL • ENVIRONMENTAL • SURVEY  
12940 Country Parkway San Antonio, TX 78216  
Phone: (210) 493-1100  
Fax: (210) 493-1101  
E-Registeration No: F-149  
TBPLS Firm Registration No.: 10004100

DATE: MARCH 2019

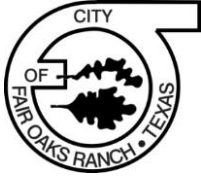
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SHEET OF

PROJ NO. 2752-003

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**CITY COUNCIL CONSIDERATION ITEM**  
**CITY OF FAIR OAKS RANCH, TEXAS**  
**May 5, 2022**

**AGENDA TOPIC:** Consideration and possible action authorizing the City Manager to sign a Construction Agreement with Aetos Construction, LLC for the Chartwell and Dietz Intersection Project; and approval of the first reading of an Ordinance amending the budget in support of said project

**DATE:** May 5, 2022

**DEPARTMENT:** Public Works

**PRESENTED BY:** Clayton Hoelscher, Procurement Manager  
 Grant Watanabe, Director of Public Works & Engineering Services

**INTRODUCTION/BACKGROUND:**

As part of the FY21-22 budget, the need for safety enhancements on Dietz Elkhorn Rd. was identified which included improvements to the Dietz/Chartwell intersection. On January 20, 2022, two options for the intersection were discussed as part of an update to Council. The preferred option, considered the permanent solution, was to realign Chartwell Lane to create a 4-leg standard intersection with stop signs and crosswalks in each direction to improve pedestrian safety and traffic flow in the vicinity of Fair Oaks Ranch Elementary School. The existing mid-block sidewalk would be demolished and a new sidewalk constructed to bring pedestrians to the new crosswalks at the intersection. Several sheets from the design plans are attached for reference. These options were also presented by staff to BISD and the Chartwell HOA and both gave their full endorsement to the permanent solution.

The project will take place during the BISD summer break (May 27<sup>th</sup> – Aug 9<sup>th</sup>) to avoid disruptions to school operations. Construction activities will also be phased to provide one lane in each direction for the duration of the project. Liquidated damages will be included in the awarded contract to help achieve timely completion. Lastly, coordination with utility providers to relocate utilities within the project limits is currently on-going to avoid delaying the construction timeframe.

To support this effort, our General Engineering Consultant completed all design documents and the City advertised an Invitation for Bids on April 13<sup>th</sup>. Bids were received on April 29<sup>th</sup>, 2022. Aetos Construction, LLC was the lowest responsible bidder for this project. The following bids were received:

<b>Bidder</b>	<b>Amount</b>
<b>Aetos Construction, LLC</b>	<b>\$403,164.13</b>
<b>South Texas Integrity, LLC</b>	<b>\$746,386.00</b>

The City budgeted \$175,000 under Governmental SAP (02-504-106) for this project this fiscal year. Additional funds in the amount of \$298,322 from unassigned fund balance can be used to cover the cost of this construction agreement, 5% contingency, radar feedback signs (est \$25k) and pedestrian-activated crosswalks (est \$25k) at other locations on Dietz Elkhorn Rd. The budget amendment ordinance and supporting documents are attached as part of this agenda item.

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

- Supports Strategic Action Plan items for Responsible Growth Management and Reliable and Sustainable Infrastructure.
- Improves traffic and pedestrian safety within the Dietz Elkhorn corridor
- Complies with Competitive Procurement Requirements

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

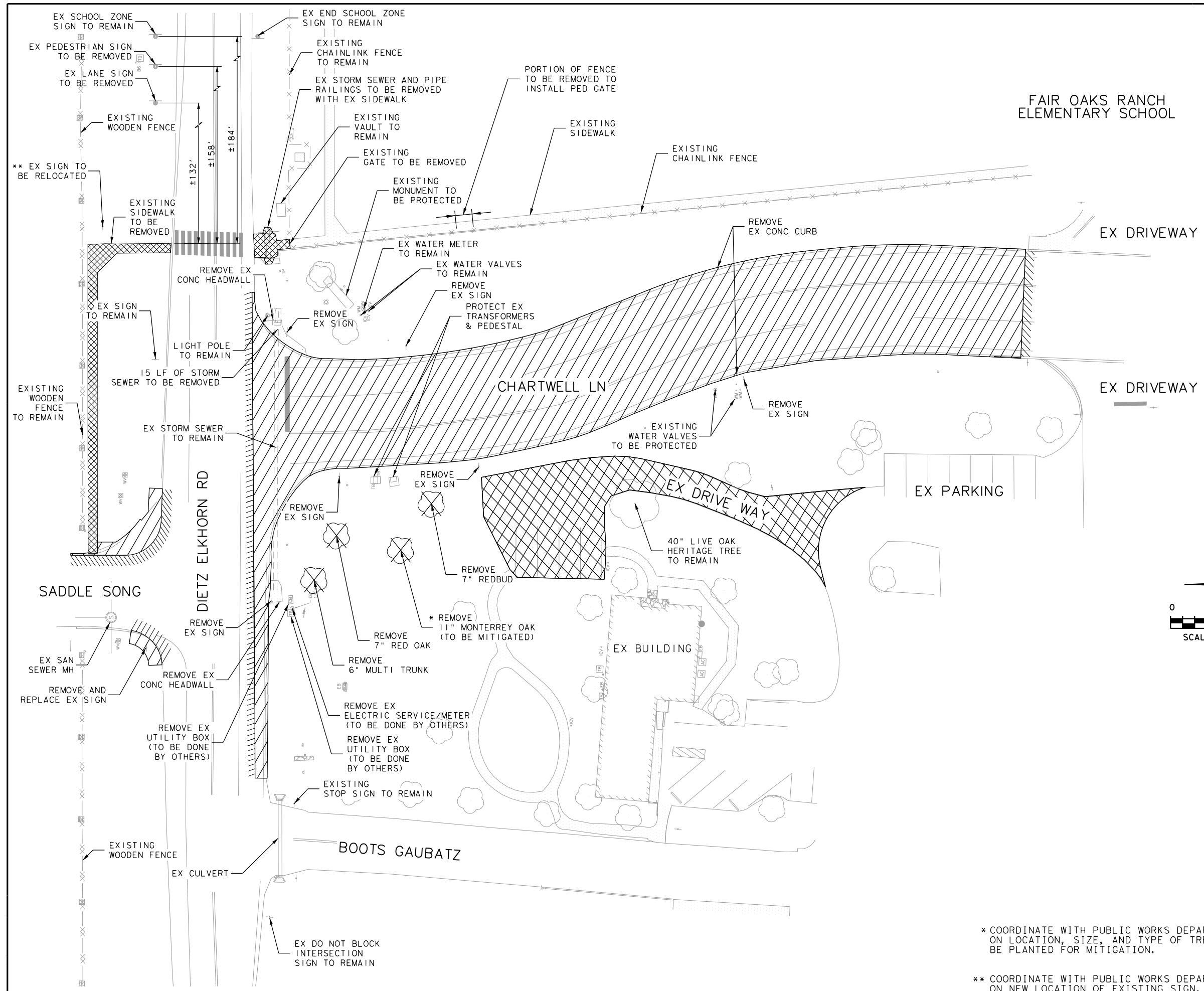
Additional funds of \$298,322 from unassigned fund balance, *inclusive of America Rescue Funds*, can be used to cover the cost of this construction agreement, 5% contingency, radar feedback signs (est \$25k) and pedestrian-activated crosswalks (est \$25k) at other locations on Dietz Elkhorn Rd.

**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:**

I move to authorize the City Manager to sign a Construction Agreement with Aetos Construction, LLC in the amount of \$403,164.13 with a 5% contingency in the amount of \$20,158.21, for a total value not to exceed \$423,322.34 and to approve the first reading of an Ordinance amending the FY21-22 Budget.



LEGEND

- REMOVE ASPHALT PAVEMENT
- REMOVE PARKING LOT ASPHALT
- REMOVE EXISTING SIDEWALK
- EX EXISTING
- EXISTING POWER POLE
- EXISTING SIGNS
- EXISTING ROW
- EXISTING TREE
- REMOVE EXISTING TREE
- TREE CANOPY
- EXISTING EDGE OF PAVEMENT
- PROJECT LIMITS



\* COORDINATE WITH PUBLIC WORKS DEPARTMENT ON LOCATION, SIZE, AND TYPE OF TREES TO BE PLANTED FOR MITIGATION.

\*\* COORDINATE WITH PUBLIC WORKS DEPARTMENT ON NEW LOCATION OF EXISTING SIGN.

**LEGACY**  
ENGINEERING GROUP

Legacy Engineering Group, PLLC  
7800 W Interstate 10, Ste. 830, San Antonio, Texas 78230, 210.660.1960  
TBPE Firm Registration No. 20623

FAIR OAKS RANCH  
CHARTWELL REALIGNMENT  
REMOVAL SHEET

FED. RD. DIV. NO. 6 PROJECT NO. - SHEET 10

STATE TEXAS	DIST. SAT	COUNTY BEXAR	
CONT. -	SECT. -	JOB -	ROADWAY CHARTWELL





FAIR OAKS RANCH  
ELEMENTARY SCHOOL

LEGEND

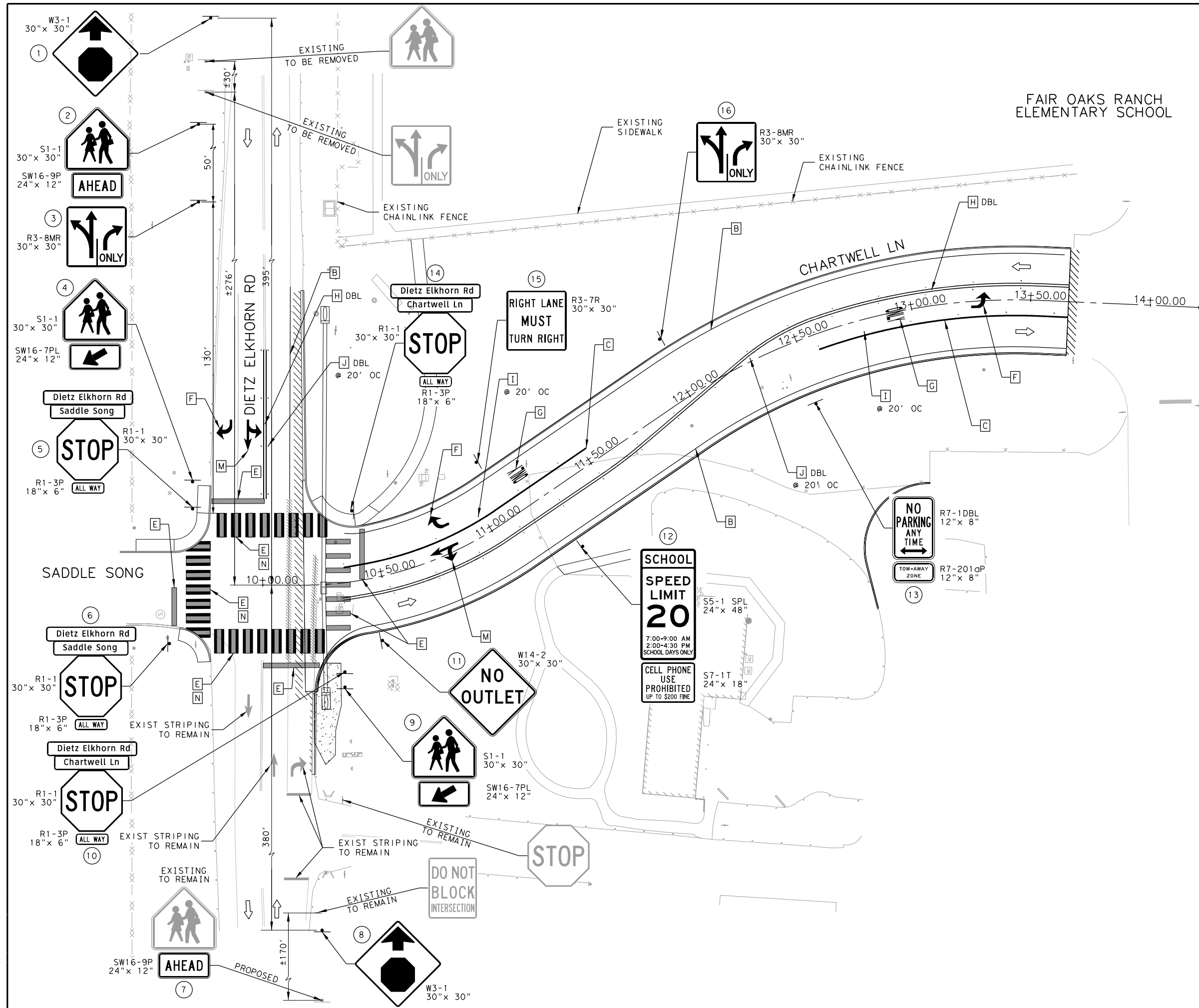
- A REFL PAV MRK TY I (W) 4" (BRK) (100 MIL)
- B REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)
- C REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)
- D REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)
- E REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)
- F REFL PAV MRK TY I (W) (ARROW) (100 MIL)
- G REFL PAV MRK TY I (W) (WORD) (100 MIL)
- H REF PAV MRK TY I (Y) 4" (SLD) (100 MIL)
- I REF PAV MRKR TY I-C
- J REF PAV MRKR TY II-A-A
- K REF PAV MRK TY I (Y) 4" (BRK) (100 MIL)
- L REFL PAV MRK TY I (Y) (MED NOSE) (100 MIL)
- M REFL PAV MRK TY I (W) (DBL ARROW) (100 MIL)
- N RE PV MRK TY I (BLACK) 12" (SHADOW) (100 MIL)
- EXISTING STRIPING TO BE REMOVED
- TRAFFIC FLOW



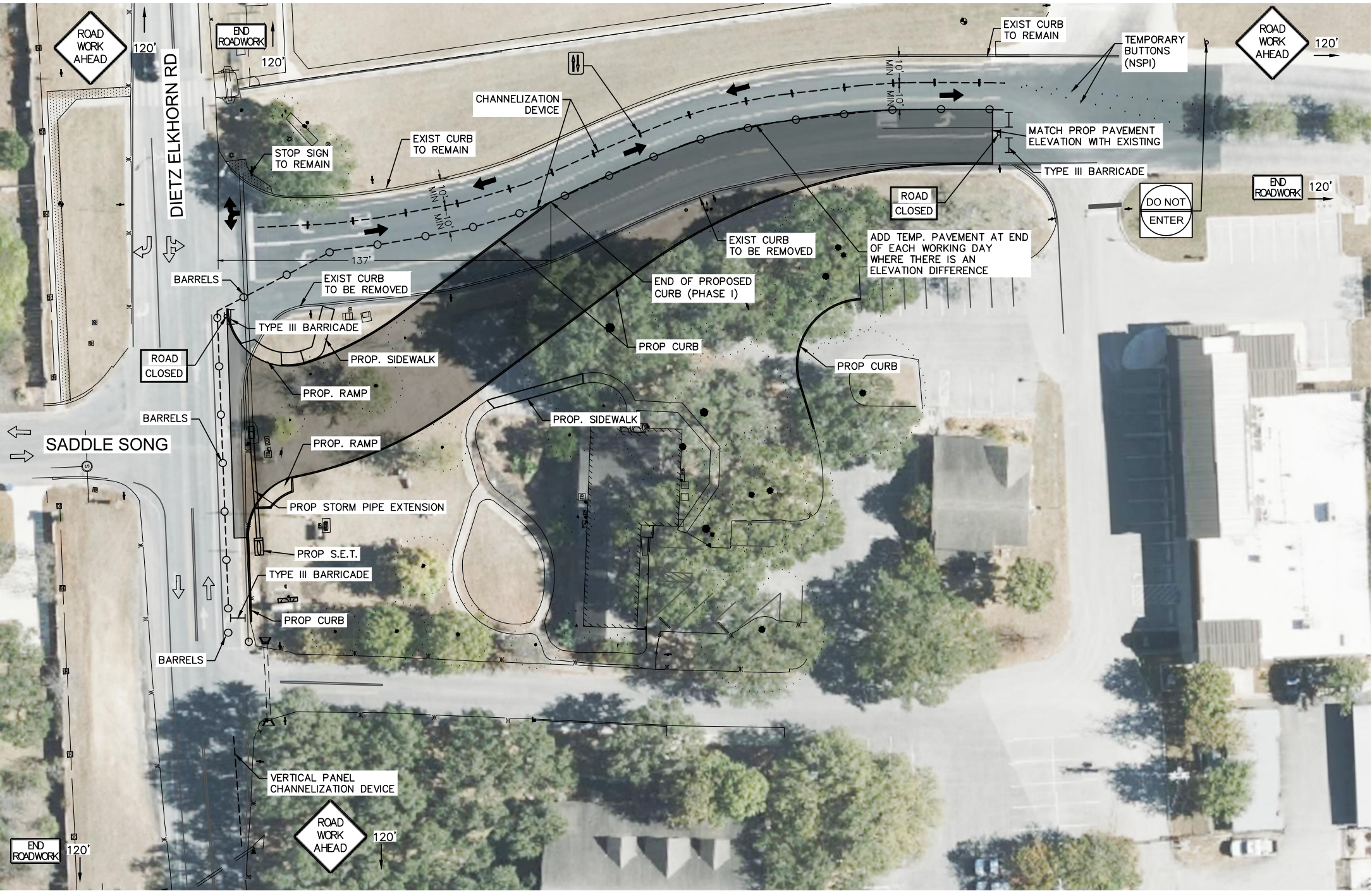
Legacy Engineering Group, PLLC  
7800 W Interstate 10, Ste. 830, San Antonio, Texas 78230, 210.660.1960  
TBPE Firm Registration No. 20623

FAIR OAKS RANCH  
CHARTWELL REALIGNMENT  
STRIPING & SIGNING SHEET

SHEET 1 OF 1			
FED. RD. DIV. NO.	PROJECT NO.		SHEET
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STATE	DIST.	COUNTY	
TEXAS	SAT	BEXAR	
CONT.	SECT.	JOB	ROADWAY
-	-	-	CHARTWELL







# CHARTWELL LN

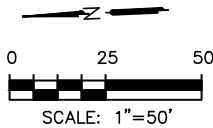
## TRAFFIC CONTROL PHASE I

### TRAFFIC CONTROL NARRATIVE - PHASE I (CHARTWELL LN)

- 1.) INSTALL ALL ADVANCED WARNING SIGNS, TRAFFIC CONTROL DEVICES, SW3P MEASURES, AND/OR WORK ZONE PAVEMENT MARKINGS AS SHOWN IN THE PLANS AND/OR AS DIRECTED BY THE ENGINEER. PROJECT BARRICADES AND CHANNELIZING DEVICES WILL BE INSTALLED IN ACCORDANCE WITH TXDOT STANDARD BC SHEETS. CONSTRUCTION WILL NOT BEGIN UNTIL APPROVAL IS GIVEN BY THE ENGINEER AND THE CITY OF FAIR OAKS RANCH. THE CONTRACTOR WILL PROVIDE 48 HOURS IN ADVANCE NOTIFICATION TO THE ENGINEER OF IMPENDING/UPCOMING LANE CLOSURES.
- 2.) REMOVE EXISTING PAVEMENT MARKINGS AND SIGNAGE, AS NECESSARY, THAT WILL BE IN CONFLICT WITH THE WORK ZONE PAVEMENT MARKINGS AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER AND THE CITY OF FAIR OAKS RANCH.
- 3.) SHIFT TRAFFIC AS NECESSARY MAINTAINING A MIN. OF 10.0' WIDE TRAFFIC LANES. SAW-CUT AND REMOVE THE EXISTING PAVEMENT AND CURB ALONG SOUTHBOUND LANES AS SHOWN ON THE ROADWAY LAYOUT.
- 4.) THE EXISTING AND LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM AVAILABLE RECORDS AND ARE NOT GUARANTEED, BUT SHALL BE INVESTIGATED AND VERIFIED BY THE CONTRACTOR BEFORE STARTING WORK OR ADJUSTING A PIPE/DUCT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO AND FOR THE MAINTENANCE AND PROTECTION OF EXISTING UTILITIES EVEN IF THEY ARE NOT SHOWN ON THE PLANS. LOCATIONS AND DEPTH OF EXISTING UTILITIES SHOWN HERE ARE APPROXIMATE ONLY. ACTUAL LOCATIONS AND DEPTHS MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF SAME DURING CONSTRUCTION.
- 5.) CONSTRUCT PROPOSED CURB, STORM SEWER PIPE/HEADWALLS, AND PAVEMENT SECTION AS SHOWN ON THE PLAN/PROFILE ROADWAY LAYOUTS.

### GENERAL NOTES

1. ALL TRAFFIC CONTROL WORK SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND TXDOT TCP STANDARDS AND/OR AS DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR MAY SUBMIT AN ALTERNATE TCP FOR APPROVAL BY THE CITY OF FAIR OAKS RANCH. ALTERNATE TCP PLAN(S) MUST BE SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER IN TEXAS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FOR THE SAFE HANDLING OF TRAFFIC DURING ALL PHASES OF CONSTRUCTION.
4. THE CONTRACTOR SHALL MAINTAIN ALL BARRICADES AND SIGNS IN GOOD VISIBLE CONDITION AT ALL TIMES.
5. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION OPERATIONS ON THE ROADWAY AND INTERSECTIONS DURING REGULAR DAYLIGHT HOURS UNLESS DIRECTED BY THE CITY OF FAIR OAKS RANCH.
6. IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION, OR ASSOCIATION TO ENGAGE IN CONSTRUCTION ACTIVITY WITHIN THE CITY LIMITS OF THE CITY OF FAIR OAKS RANCH DURING THE FOLLOWING HOURS:
  - 6.1. MONDAY – FRIDAY: BEFORE 7:00 A.M. OR AFTER 7:00 P.M.
  - 6.2. SATURDAY: BEFORE 8:00 A.M. OR AFTER 7:00 P.M.
  - 6.3. SUNDAY: BEFORE 9 A.M. OR AFTER 7:00 P.M.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION OF EACH PHASE.
8. PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) WILL BE USED AS DIRECTED BY THE ENGINEER AND PERMITTING AGENCY'S REPRESENTATIVE TO NOTIFY THE PUBLIC OF UPCOMING CONSTRUCTION ACTIVITIES. PCMS SHALL BE PROVIDED TWO WEEKS PRIOR TO CONSTRUCTION. THE CONTRACTOR WILL MONITOR.
9. TEMPORARY DRAINAGE IS THE RESPONSIBILITY OF THE CONTRACTOR.
10. DO NOT STORE ANY CONSTRUCTION MATERIAL OR EQUIPMENT AT ANY LOCATION THAT WILL CONSTITUTE A HAZARD AND WILL ENDANGERED TRAFFIC.
11. THE CONTRACTOR SHALL KEEP THE ROADWAY CLEAN AND FREE OF DEBRIS OR OTHER MATERIALS DURING HAULING OPERATIONS. IF THE CONTRACTOR DOES NOT MAINTAIN A CLEAN ROADWAY, THEY SHALL CEASE ALL CONSTRUCTION OPERATIONS, WHEN DIRECTED BY THE ENGINEER, TO CLEAN THE ROADWAY TO THE SATISFACTION OF THE ENGINEER.
12. COVER PERMANENT SIGNS IN CONFLICT WITH TRAFFIC CONTROL PLANS.



### LEGEND:

- EXISTING TRAFFIC FLOW ARROW
- PROPOSED TRAFFIC FLOW ARROW
- OPPOSING TRAFFIC LANE DIVIDER
- TY-3 BARRICADE
- BARREL

**LEGACY**  
ENGINEERING GROUP

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7800 W Interstate 10, Ste. 830, San Antonio, Texas 78230, 210.493.3700  
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FAIR OAKS RANCH

**CHARTWELL REALIGNMENT**  
**TCP PHASE I**

SHEET 1 OF 2

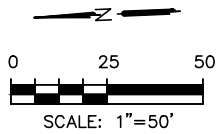
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STATE	DIST.	COUNTY	
TEXAS		BEXAR	
CONT.	SECT.	JOB	ROADWAY
			CHARTWELL





GENERAL NOTES

1. ALL TRAFFIC CONTROL WORK SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND TXDOT TCP STANDARDS AND/OR AS DIRECTED BY THE ENGINEER.
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4. THE CONTRACTOR SHALL MAINTAIN ALL BARRICADES AND SIGNS IN GOOD VISIBLE CONDITION AT ALL TIMES.
5. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION OPERATIONS ON THE ROADWAY AND INTERSECTIONS DURING REGULAR DAYLIGHT HOURS UNLESS DIRECTED BY THE CITY OF FAIR OAKS RANCH.
6. IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION, OR ASSOCIATION TO ENGAGE IN CONSTRUCTION ACTIVITY WITHIN THE CITY LIMITS OF THE CITY OF FAIR OAKS RANCH DURING THE FOLLOWING HOURS:
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12. COVER PERMANENT SIGNS IN CONFLICT WITH TRAFFIC CONTROL PLANS.




## CHARTWELL LN TRAFFIC CONTROL PHASE II

### TRAFFIC CONTROL NARRATIVE - PHASE II (CHARTWELL LN)

- 1.) INSTALL ALL ADVANCED WARNING SIGNS, TRAFFIC CONTROL DEVICES, SW3P MEASURES, AND/OR WORK ZONE PAVEMENT MARKINGS AS SHOWN IN THE PLANS AND/OR AS DIRECTED BY THE ENGINEER. PROJECT BARRICADES AND CHANNELIZING DEVICES WILL BE INSTALLED IN ACCORDANCE WITH TXDOT STANDARD BC SHEETS. CONSTRUCTION WILL NOT BEGIN UNTIL APPROVAL IS GIVEN BY THE ENGINEER AND THE CITY OF FAIR OAKS RANCH. THE CONTRACTOR WILL PROVIDE 48 HOURS IN ADVANCE NOTIFICATION TO THE ENGINEER OF IMPENDING/UPCOMING LANE CLOSURES.
- 2.) REMOVE EXISTING PAVEMENT MARKINGS AND SIGNAGE, AS NECESSARY, THAT WILL BE IN CONFLICT WITH THE WORK ZONE PAVEMENT MARKINGS AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER AND THE CITY OF FAIR OAKS RANCH.
- 3.) SHIFT TRAFFIC AS NECESSARY MAINTAINING A MIN. OF 10.0' WIDE TRAFFIC LANES. TRAFFIC FLOW WILL BE PERFORMED IN THE NEW PAVEMENT ROAD AND WILL BE CHANNELIZED AS NECESSARY.
- 4.) THE EXISTING AND LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM AVAILABLE RECORDS AND ARE NOT GUARANTEED, BUT SHALL BE INVESTIGATED AND VERIFIED BY THE CONTRACTOR BEFORE STARTING WORK OR ADJUSTING A PIPE/DUCT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO AND FOR THE MAINTENANCE AND PROTECTION OF EXISTING UTILITIES EVEN IF THEY ARE NOT SHOWN ON THE PLANS. LOCATIONS AND DEPTH OF EXISTING UTILITIES SHOWN HERE ARE APPROXIMATE ONLY. ACTUAL LOCATIONS AND DEPTHS MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF SAME DURING CONSTRUCTION.
- 5.) CONSTRUCT PROPOSED CURB AND PAVEMENT SECTION AS SHOWN ON THE PLAN/PROFILE ROADWAY LAYOUTS.

LEGEND:

- EXISTING TRAFFIC FLOW ARROW
- PROPOSED TRAFFIC FLOW ARROW
- OPPOSING TRAFFIC LANE DIVIDER
- TY-3 BARRICADE



**LEGACY**  
ENGINEERING GROUP

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FAIR OAKS RANCH

**CHARTWELL REALIGNMENT  
TCP PHASE II**

SHEET 20F2

FED. RD. DIV. NO.	PROJECT NO.			SHEET
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STATE	DIST.	COUNTY		
TEXAS		BEXAR		
CONT.	SECT.	JOB	ROADWAY	
			CHARTWELL	



**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 Aetos Construction, LLC. ("Contractor").

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

**Section 2. Scope of Work.**

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

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

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

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

**Section 3. Compensation.**

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

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

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

#### **Section 4. Time of Completion.**

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before August 9<sup>th</sup>, 2022.

#### **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.

**EXECUTED** on \_\_\_\_\_.

**CITY:**

**CONTRACTOR:**

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

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

Name: Tobin Maples, AICP

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

Title: City Manager

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

**ADDRESS FOR NOTICE:**

**CITY**

**CONTRACTOR**

City of Fair Oaks Ranch  
Attn: Tobin Maples, AICP  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

Aetos Construction, LLC  
Attn: Laura Surface  
20403 Encino Ledge # 591411  
San Antonio, TX 78259

**Exhibit “A”**  
**SCOPE OF SERVICES**

## BID FORM - Revised 4/25/22

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
100-6002	PREPARING ROW	STA	3.5	\$ 1,549.76	\$ 5,424.16
104-6015	REMOVING CONC (SIDEWALKS)	SY	93	\$ 13.93	\$ 1,295.49
104-6021	REMOVING CONC (CURB)	LF	710	\$ 7.93	\$ 5,630.30
110-6004	EXCAVATION (ROADWAY AND CHANNEL)	CY	725	\$ 25.15	\$ 18,233.75
132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	40	\$ 43.71	\$ 1,748.40
162-6004	MULCH SODDING	SY	2468	\$ 7.49	\$ 18,485.32
192-6027	PLANT MATERIAL (100 GAL) (TREE)	EA	1	\$ 4,303.60	\$ 4,303.60
305-6003	SALV, HAUL & STKPL RCL APH PV (2 TO 4")	SY	2188	\$ 10.86	\$ 23,761.68
432-6002	RIPRAP (CONC)(5 IN)	CY	8	\$ 865.20	\$ 6,921.60
460-6002	CMP (GAL STL 18 IN)	LF	72	\$ 74.29	\$ 5,348.88
467-6348	SET (TY II) (18 IN) (CMP) (6: 1) (P)	EA	2	\$ 3,375.60	\$ 6,751.20
496-6006	REMOV STR (HEADWALL)	EA	2	\$ 1,751.60	\$ 3,503.20
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$ 2,215.50	\$ 6,646.50
506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	40	\$ 30.11	\$ 1,204.40
506-6011	ROCK FILTER DAMS (REMOVE)	LF	40	\$ 11.08	\$ 443.20
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	156	\$ 24.86	\$ 3,878.16
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	156	\$ 10.77	\$ 1,680.12
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	470	\$ 4.64	\$ 2,180.80
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	470	\$ 1.64	\$ 770.80
529-6001	CONC CURB (TY I)	LF	863	\$ 25.94	\$ 22,386.22
531-6001	CONC SIDEWALKS (4")	SY	91	\$ 95.45	\$ 8,685.95
531-6008	CURB RAMPS (TY 5)	EA	4	\$ 2,851.80	\$ 11,407.20
550-6003	CHAIN LINK FENCE (REMOVE)	LF	4	\$ 70.18	\$ 280.72
550-6006	GATE (REMOVE)	EA	1	\$ 421.08	\$ 421.08
550-6020	CHAIN LINK FENCE (INSTALL) (4')	LF	4	\$ 99.18	\$ 396.72
550-9000	CHAIN LINK FENCE GATE (INSTALL)(4'X4')	EA	1	\$ 769.08	\$ 769.08
644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	4	\$ 945.00	\$ 3,780.00
644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	11	\$ 787.50	\$ 8,662.50
644-6067	IN SM RD SN SUP&AM (INST SIGN ONLY)	EA	1	\$ 105.00	\$ 105.00
644-6076	REMOVE SM RD SN SUP&AM	EA	6	\$ 253.05	\$ 1,518.30
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	221	\$ 3.15	\$ 696.15
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	3	\$ 210.00	\$ 630.00
666-6056	REFL PAV MRK TY I (W)(DBL ARROW)(090MIL)	EA	2	\$ 472.50	\$ 945.00
666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	2	\$ 367.50	\$ 735.00
666-6162	RE PV MRK TY I (BLACK)6"(SHADOW)(100MIL)	LF	900	\$ 4.20	\$ 3,780.00
666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	380	\$ 7.35	\$ 2,793.00
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	777	\$ 1.57	\$ 1,219.89
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	804	\$ 1.58	\$ 1,270.32
672-6007	REFL PAV MRKR TY I-C	EA	12	\$ 10.50	\$ 126.00
672-6009	REFL PAV MRKR TY II-A-A	EA	44	\$ 8.40	\$ 369.60
752-6005	TREE REMOVAL (4" - 12" DIA)	EA	4	\$ 537.08	\$ 2,148.32
1004-6001	TREE PROTECTION	EA	11	\$ 256.36	\$ 2,819.96
3076-6003	D-GR HMA TY-B PG64-22 (EXEMPT)	TON	1070	\$ 107.21	\$ 114,714.70
3076-6066	TACK COAT	GAL	176	\$ 6.52	\$ 1,147.52
3076-6081	D-GR HMA TY-D PG70-22 (EXEMPT)	TON	200	\$ 163.28	\$ 32,656.00
812.1	12-INCH PVC C-900	LF	85	\$ 136.99	\$ 11,644.15
812.2	6-INCH PVC C-900	LF	85	\$ 71.40	\$ 6,069.00
812.3	4-INCH PVC C-900	LF	85	\$ 58.05	\$ 4,934.25
836	DUCTILE IRON FITTINGS	TON	0.75	\$ 3,993.75	\$ 2,995.31
841	HYDROSTATIC TESTING	EA	3	\$ 1,281.80	\$ 3,845.40
500-6001	MOBILIZATION	LS	1	\$ 31,000.23	\$ 31,000.23

\$ 403,164.13

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

COMPANY: Aetos Construction, LLC

AUTHORIZED COMPANY REPRESENTATIVE Laura Surface

SIGNATURE: 

DATE April 29, 2022

## 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**

**ORDINANCE 2022-xx****AMENDING THE BUDGET OF THE CITY OF FAIR OAKS RANCH, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022**

**WHEREAS**, the budget for the City of Fair Oaks Ranch, Texas for FY 2021- 2022 has heretofore been approved as provided by law and filed with the City Secretary under Ordinance 2021-04

**WHEREAS**, the budget for the City of Fair Oaks Ranch, Texas for FY 2021- 2022 has heretofore been amended as provided by law and filed with the City Secretary under Ordinance 2022-05

**WHEREAS**, the City Manager may move amounts within the same fund but budget amendments between funds must be approved by City Council by ordinance; and,

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

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

**WHEREAS**, the City Council finds the budget amendments as detailed in the attachment are warranted in conjunction with the Chartwell Rd and Dietz Elkhorn Rd intersection project.

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

- PART 1.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- PART 2.** That the City Secretary is hereby directed to file this ordinance as an Amendment to the original budget and the Finance Director is hereby directed to amend the original budget with the amendments listed in the attached Exhibit A.
- PART 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- PART 4.** That it is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- PART 5.** This ordinance shall take effect following a second reading on May 19, 2022 and after passage, adoption and publication as may be required by governing law.
- PART 6.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by



this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

**PASSED and APPROVED on first reading this 5th day of May 2022.**

**PASSED, APPROVED AND ADOPTED on second reading the 19th day of May 2022.**

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Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

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Christina Picioccio, TRMC, City Secretary

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

# EXHIBIT A

**PROPOSED BUDGET AMENDMENTS  
CITY OF FAIR OAKS RANCH  
FISCAL YEAR 10/1/2021-9/30/2022**

Proposed Increases to Budgeted Expenditures				
Dep't	Acct #	Acct Name	Item	Amount
SAP	02-504-106	Chartwell and Dietz Intersection	Roadway realignment	\$ 298,322
Total Proposed Expenditure Increases				\$ 298,322

[illegible]

Transfers Required Between Funds				
	Acct #	Acct Name	Item	Amount
General Fund	01-690-805	Transfer to SAP Fund	For roadway realignment contract	\$ 298,322
GF Capital Fund	02-400-986	Transfer From General Fund	For roadway realignment contract	\$ (298,322)
Total Net Transfers between Funds				\$ -



**CITY COUNCIL CONSIDERATION ITEM**  
**CITY OF FAIR OAKS RANCH, TEXAS**  
**May 5, 2022**

**AGENDA TOPIC:** Consideration and possible action authorizing the City Manager to initiate a request for the City of San Antonio to release a 112 +/- acre portion of their Extraterritorial Jurisdiction (ETJ) to the City of Fair Oaks Ranch.

**DATE:** May 5, 2022

**DEPARTMENT:** Administration

**PRESENTED BY:** Tobin E. Maples, AICP, City Manager  
 Lloyd A. "Laddie" Denton, Jr., Denton Communities

**INTRODUCTION/BACKGROUND:**

The purpose of this agenda item is to seek authorization for the City Manager to initiate a request for the CoSA to release approximately 112 acres +/- acres of their Extraterritorial Jurisdiction (ETJ) to the City of Fair Oaks Ranch (FOR). The CoSA has indicated they will consider a request of this nature if it is made by a city with annexation authority. As established by state law and the city charter, FOR has said authority. General details associated with the request are as follows:

- The property under consideration is known as the Noll Tract and encompasses approximately 283 acres. The Noll Tract is located in the Comal County portion of FOR, south of the intersection of Ammann Road and Ralph Fair Road (FM 3351) and northeast of Setterfeld Estates, along the east side of FM 3351 (Exhibit A).
- The Noll Tract is a unique property that is subject to overlapping jurisdictional authority. This uniqueness is one of the driving factors associated with the request to seek a release of a portion of the CoSA ETJ. Another key factor is the developers desire for the entire development to be part of the FOR community.
- 171 +/- of the total 283 acres is located in the City of Fair Oaks Ranch (FOR) ETJ. Development of said 171-acres is subject to a non-annexation agreement approved by City Council in 2017.
  - The purpose of the non-annexation agreement was to provide assurance that existing use of the property could continue without city interference or taxation while simultaneously preserving FOR's opportunity to apply adopted growth management tools at the time of development.
  - Said non-annexation agreement stipulates that the 171 acres will not be annexed by FOR for forty-five (45) years as long as the use remains undeveloped ranch land. Should the landowner, heirs, successors or assigns file for development permits for the area or change the existing use, then said action shall be deemed a request for annexation. Annexation is a legislative act, so the City Council has sole discretion to annex or not annex.

- The remaining 112 +/- acres is located in the City of San Antonio (CoSA) ETJ and subject to regulations as established by the CoSA and/or Comal County.
  - Zoning does not apply to land in an ETJ so the city's ability to apply adopted growth management tools is limited.
- Mr. Lloyd A. "Laddie" Denton, Jr., with Denton Communities, has the property under contract and plans to develop the property as a single-family residential neighborhood.
  - At this time, Mr. Denton is progressing through the FOR development review process with staff and the Planning and Zoning Commission.
  - Because the 112 acres portion is located within the CoSA ETJ, FOR cannot apply its adopted growth management tools.
  - If the 112 acres remains in the CoSA ETJ, FOR will have limited ability to influence development characteristics such as density, ingress, egress, drainage, etc. All of which will impact FOR regardless of jurisdictional boundaries.
  - From a place making perspective, Mr. Denton has expressed an interest in developing the entire 283 acres under FOR's authority as opposed to overlapping jurisdictions. This would provide the best opportunity to establish a new residential subdivision that is consistent with the characteristics of FOR and our comprehensive plan.
  - Staff concurs with this perspective.
- Accordingly, the purpose of this agenda item is to seek authorization for the City Manager to initiate a request for the CoSA to release the approximately 112 acres +/- portion of the Noll tract ETJ to the City of FOR.
  - If the CoSA releases the property, a petition from the landowner formally requesting annexation by FOR will be required before Council can take formal action to annex the 112 acres.
  - Based on the above, the release and/or annexation of the CoSA ETJ may warrant additional performance measures. For example, the CoSA may include a reversionary clause ensuring the property comes back into their ETJ if FOR decides to not annex. Annexation is a legislative act, so the City Council has the sole discretion to annex or not annex.

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

1. Transparency regarding proposed development.
2. Opportunity to plan for and influence the physical buildout of an area outside of the city's authority.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

TBD upon petition for annexation.

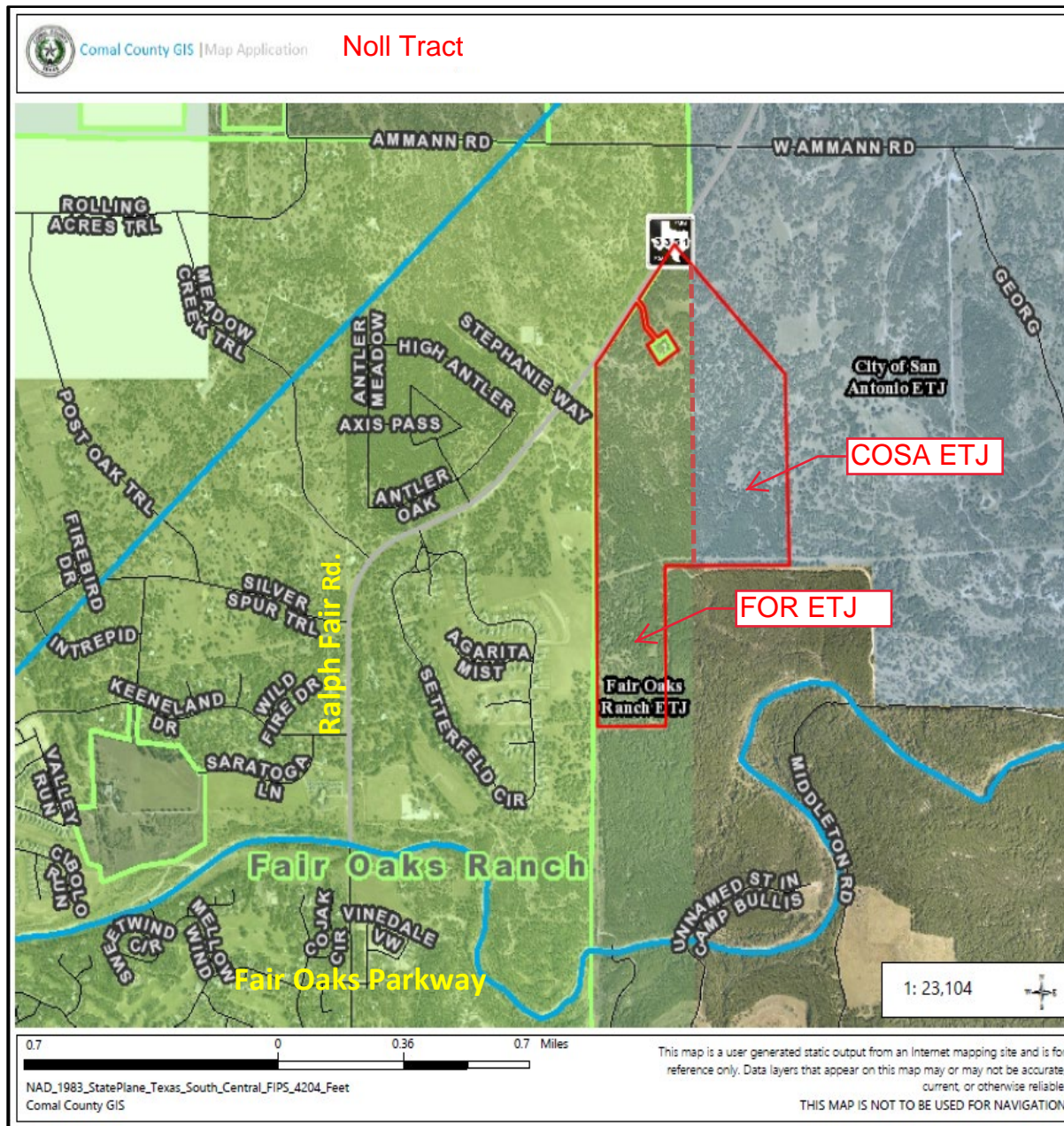
**LEGAL ANALYSIS:**

Not applicable at this time.

**RECOMMENDATION/PROPOSED MOTION:**

I move to authorize the City Manager Manager to initiate a request for the City of San Antonio to release a 112 +/- acre portion of their Extraterritorial Jurisdiction (ETJ) to the City of Fair Oaks Ranch.

## Exhibit A: Location Map



Noll Tract Development



**CITY COUNCIL CONSIDERATION ITEM**  
**CITY OF FAIR OAKS RANCH, TEXAS**  
**May 5, 2022**

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AGENDA TOPIC: Presentation of Financial Update and Quarterly Investment Report for Q2 of Fiscal Year 2022

DATE: May 5, 2022

DEPARTMENT: Finance

PRESENTED BY: Scott Huizenga, Assistant City Manager – Administrative Services

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**INTRODUCTION/BACKGROUND:**

Pursuant to Texas Government Code Section 2256.023 and the City's Investment Policy Section 12, City staff is required, on a quarterly basis, to prepare and submit to City Council a written report of investment transactions that have occurred since the previous report, and the market value of the current investments.

The attached presentation is being made to comply with PFIA reporting requirements and to provide a financial update for Q2 of FY22.

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

Frequent review and reporting of the City's assets and investment vehicles is both prudent and necessary to verify that the City's investment portfolio is being managed according to the investment policy.

The Finance Department has updated its FY 2021-22 year-end projections based on financial performance through the 2<sup>nd</sup> quarter of the fiscal year. The department projects a General Fund surplus over budget of nearly \$985,000, which is evenly split between projected revenue increases and expenditure savings. The primary revenue increases are in property taxes and sales taxes. The primary driver of expenditure savings is personnel savings due to vacancies.

The department projects net income over budget of \$107,000 in the Utility fund due primarily to personnel savings due to vacancies and modest adjustments to non-sales revenue.

**LONG-TERM FINANCIAL & BUDGETARY IMPACT:**

The investment portfolio shall be managed in accordance with the objectives specified in the investment policy (safety, liquidity, diversification, and yield). The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.

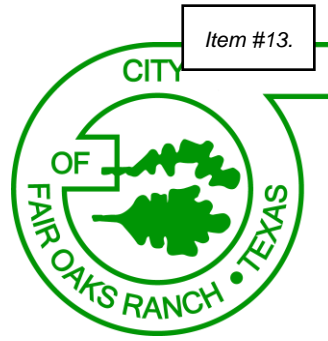
**LEGAL ANALYSIS:**

Not applicable at this time.

**RECOMMENDATION/PROPOSED MOTION:**

This presentation is for informational purposes only and to comply with requirements under Texas Government Code Section 2256.023 and the City's Investment Policy.

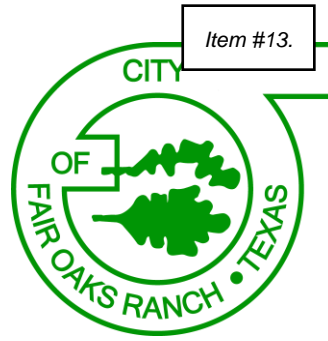




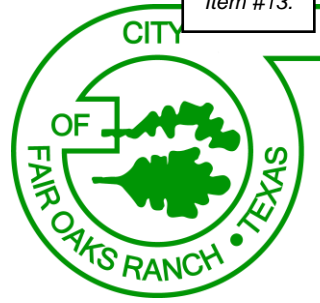
# **FINANCIAL UPDATE AND QUARTERLY INVESTMENT REPORT**

**Presented by Scott Huizenga, Assistant City Manager**

**May 5, 2022**

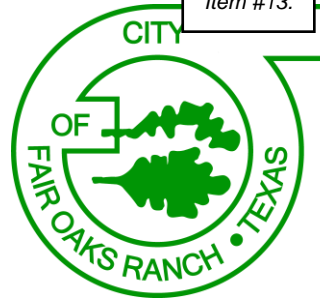


# General Fund



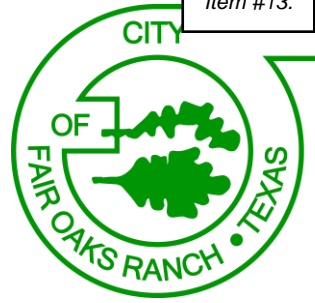
# General Fund Revenues

Type	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	Q2 Actual	% of Budget
Property Tax	\$5,881,175	\$5,769,476	\$6,019,289	\$5,771,192	100.0%
Sales Tax	1,435,762	1,570,018	1,727,020	555,635	35.4%
Franchise Fees	651,534	618,200	625,200	183,335	29.7%
Permits	499,777	400,000	405,000	188,604	47.2%
Fines & Forfeitures	139,753	129,923	164,923	89,398	68.8%
All Other	829,727	606,961	645,505	227,654	37.5%
<b>Totals</b>	<b>\$9,437,728</b>	<b>\$9,094,578</b>	<b>\$9,586,936</b>	<b>\$7,015,818</b>	<b>77.1%</b>

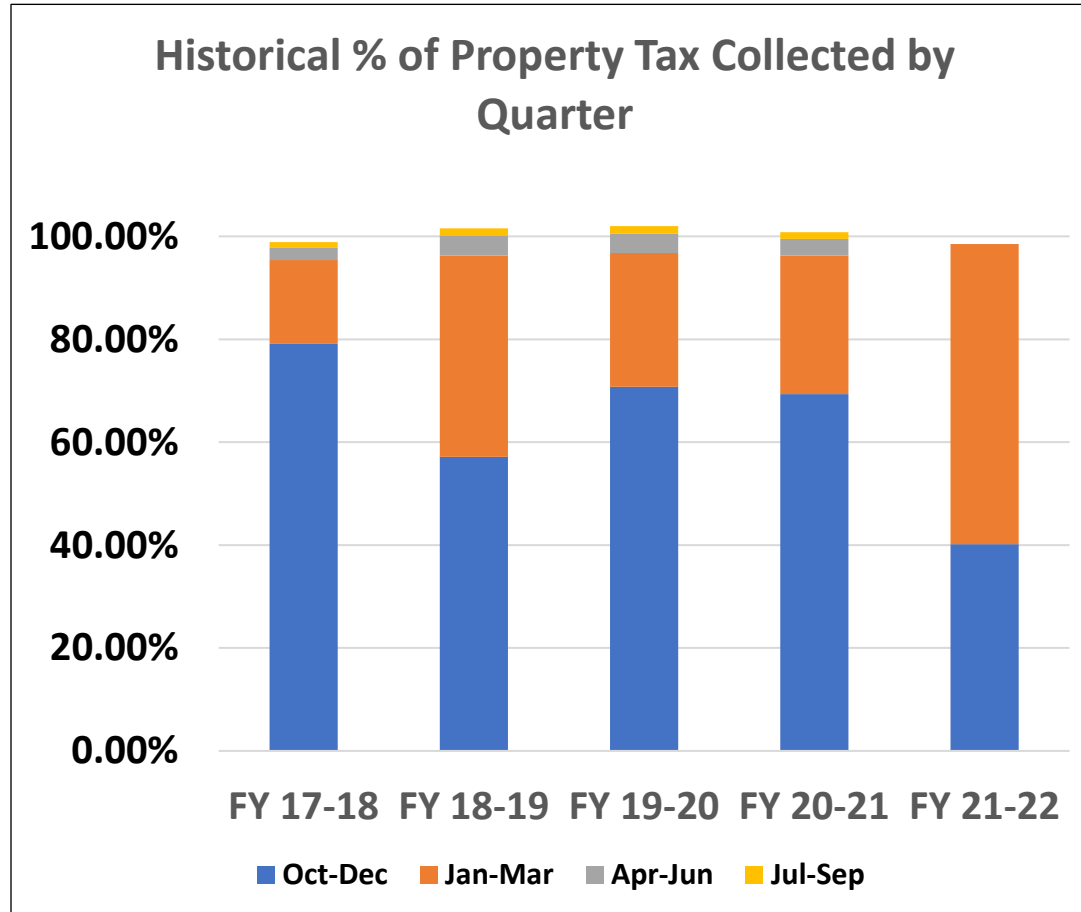


# General Fund Expenses

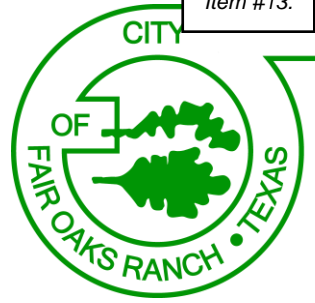
Type	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	Q2 Actual	% of Budget
Personnel	\$4,305,366	\$5,205,922	\$4,781,918	\$2,074,724	39.9%
Supplies, Maint, Ops	721,305	1,318,444	1,326,892	111,648	8.5%
Prof. Services	1,149,943	1,469,417	1,420,033	636,610	43.3%
Shared Services	353,885	446,673	419,430	253,743	56.8%
Capital Outlay	316,341	418,558	418,558	70,124	16.8%
Transfers	472,493	1,184,085	1,184,085	1,184,085	100.0%
<b>Totals</b>	<b>\$7,319,333</b>	<b>\$10,043,099</b>	<b>\$9,550,915</b>	<b>\$4,330,934</b>	<b>43.1%</b>



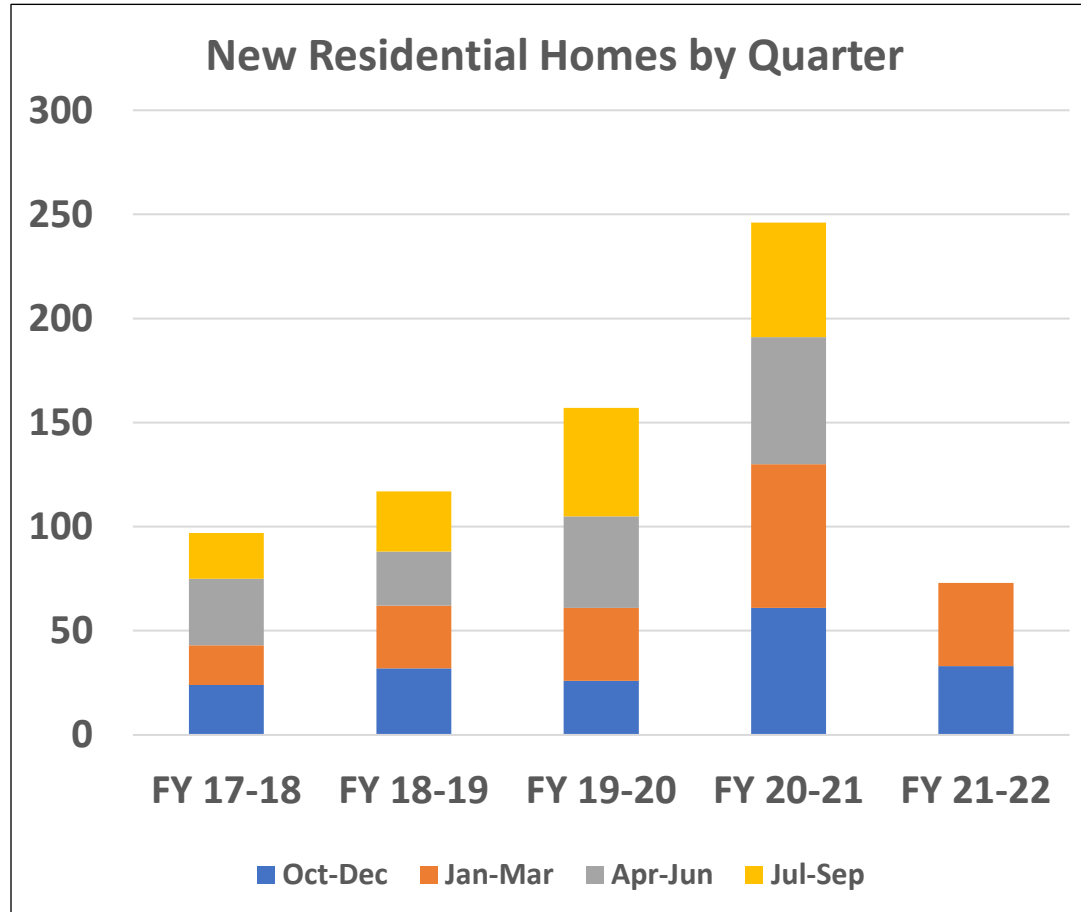
# Property Taxes



99.7% of Budgeted Ad Valorem Tax levy collected as compared to 96.3% at the same time last year.

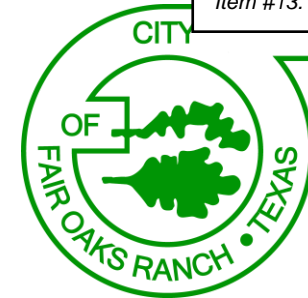


# Residential Permits

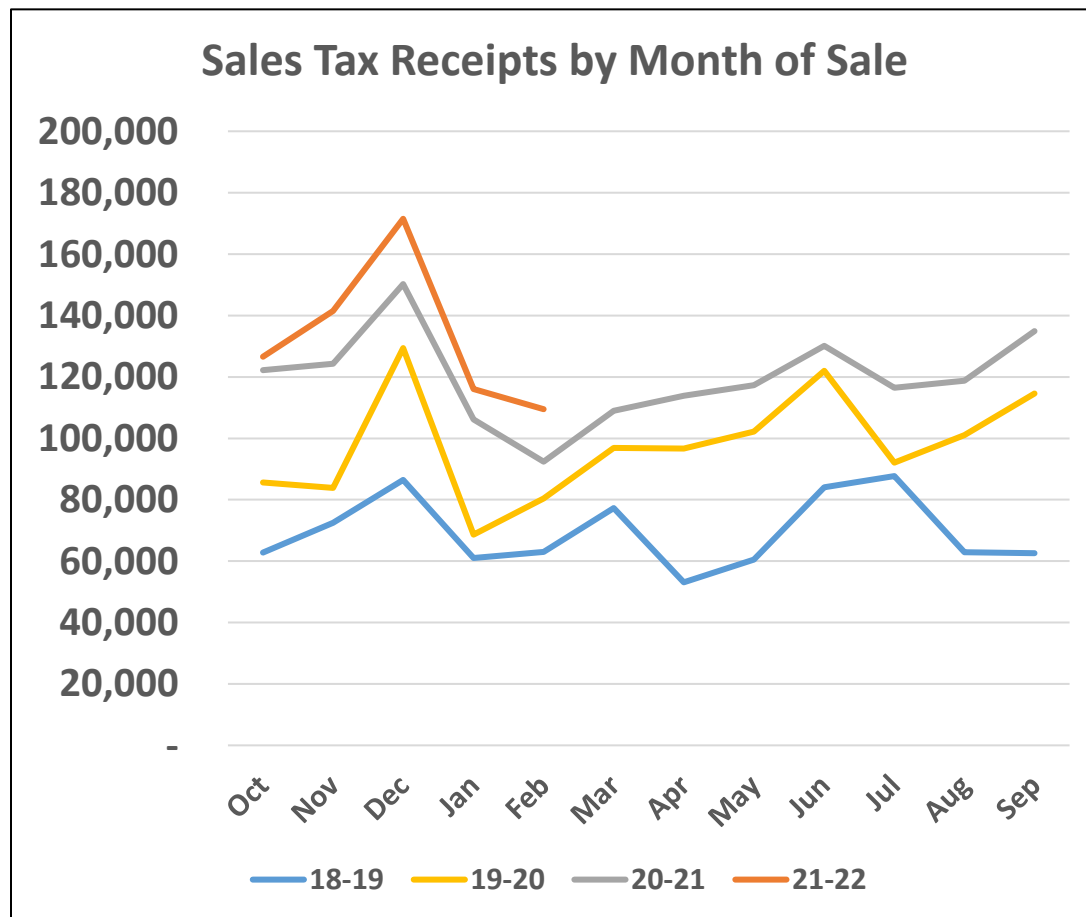


73 New Residential Home permits issued through March 31.

130 issued at same time last year.



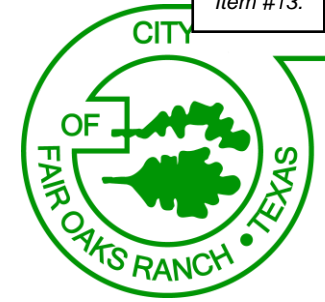
# Sales Tax



- Sales taxes are collected two months in arrears.
- Sales taxes are trending an average of 11.85% higher than last year, which is in line with our budgeted trend.

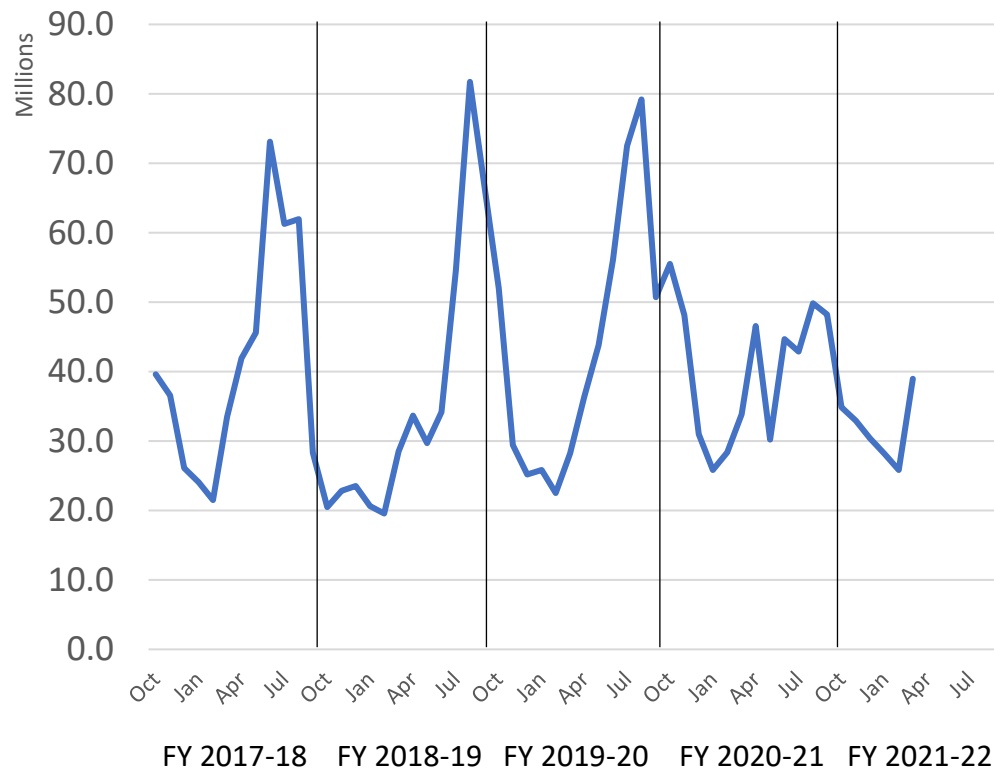


# Enterprise Fund

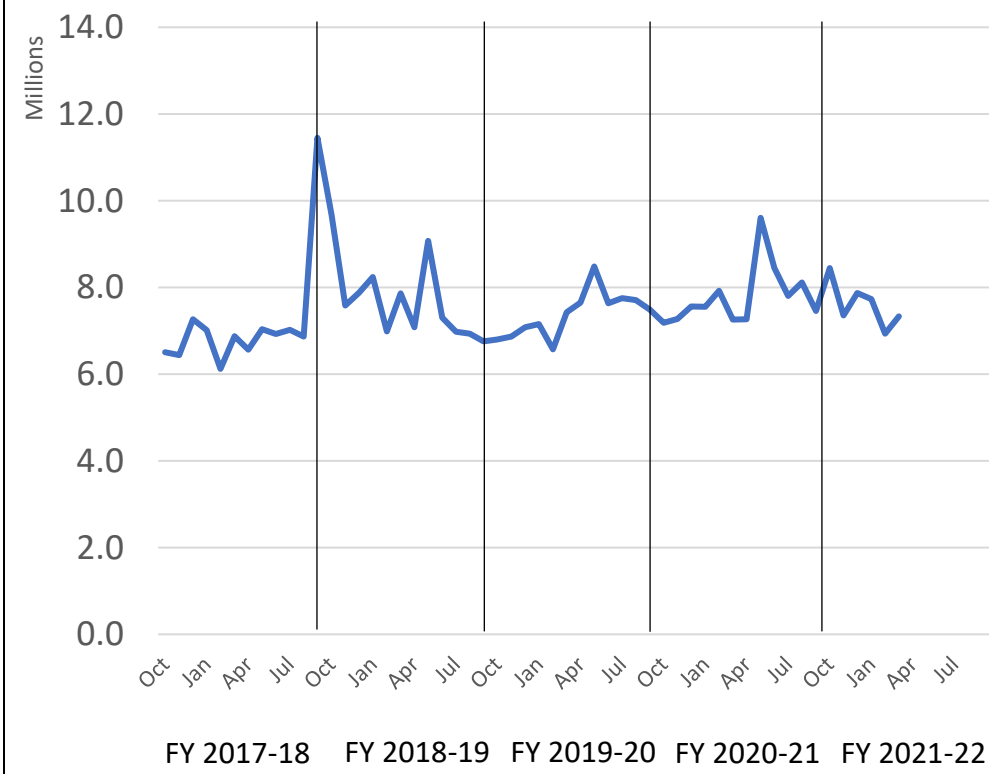


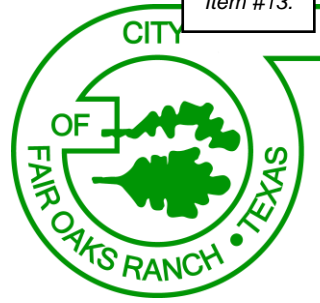
# Enterprise Fund Highlights

Water Billed Consumption (gallons)



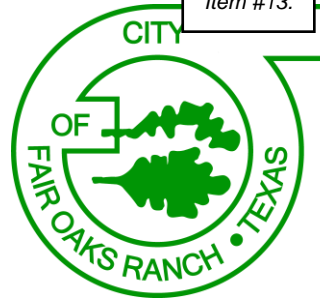
Wastewater Treated (gallons)





# Utility Revenues

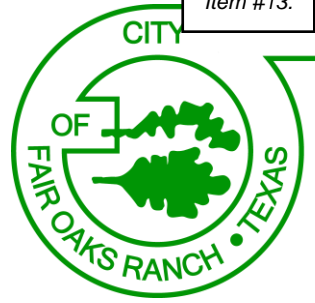
Type	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	Q2 Actual	% of Budget
Water Revenues	\$4,268,594	\$4,325,991	\$4,349,991	\$1,842,161	42.6%
Wastewater Revenues	1,415,841	2,290,608	2,289,358	676,440	29.5%
<b>Totals</b>	<b>\$5,684,435</b>	<b>\$6,616,599</b>	<b>\$6,639,349</b>	<b>\$2,518,601</b>	<b>38.1%</b>



# Utility Expenses and Non-Cash Adjustments

Type	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	Q2 Actual	% of Budget
Personnel	\$1,389,854	\$1,792,534	\$1,703,278	\$775,478	43.3%
Supplies, Maint, Ops	2,179,467	2,531,775	2,537,118	1,178,878	46.6%
Services	377,461	289,991	289,991	135,714	46.8%
<b>Total Expenses</b>	<b>\$3,946,782</b>	<b>\$4,614,300</b>	<b>\$4,530,387</b>	<b>\$2,090,070</b>	<b>45.3%</b>
<b>Total Capital and Non-Cash Adjust</b>	<b>\$926,704</b>	<b>\$1,327,738</b>	<b>\$1,161,190</b>	<b>\$959,126</b>	<b>72.2%</b>

# Quarterly Investment Report



# Investment Report

At March 31, 2022, the City's combined investment portfolio totals \$20.4M.

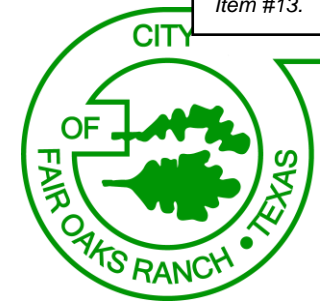
Security	Yield	Beginning Balance	Transfers In/(Out)*	Interest Earnings	Ending Balance	Ending Market Value	Weighted Avg Maturity**
TexPool	0.08%	\$18,815,679	\$1,614,042	\$4,329	\$20,434,050	\$20,434,050	33 days

\* Transfers In/Out

Transfers out of TexPool accounts represent vendor payments made, or funding of city operations by transferring funds to the City's operating cash account.  
Transfers into TexPool accounts represent deposits of property tax revenue.

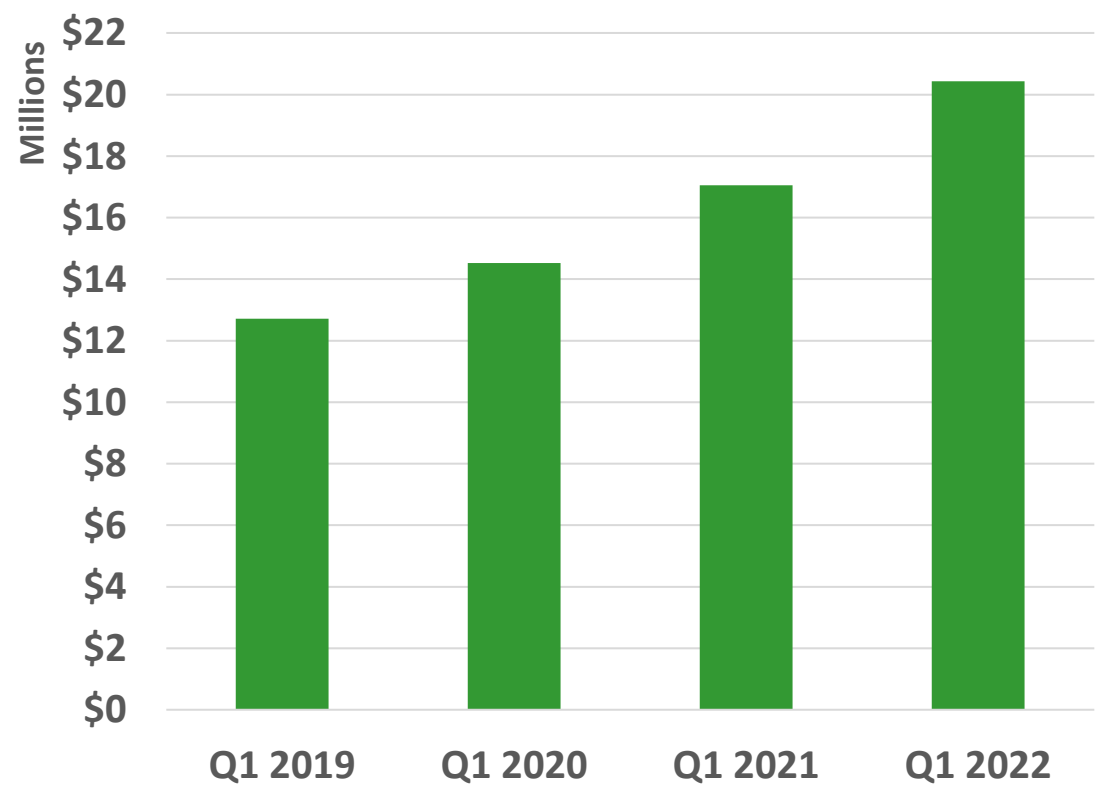
\*\* Weighted Average Maturity

Per the City's investment policy, the City will not directly invest in securities maturing more than 13 months from the date of purchase. Reserve funds may be invested in securities up to 2 years.

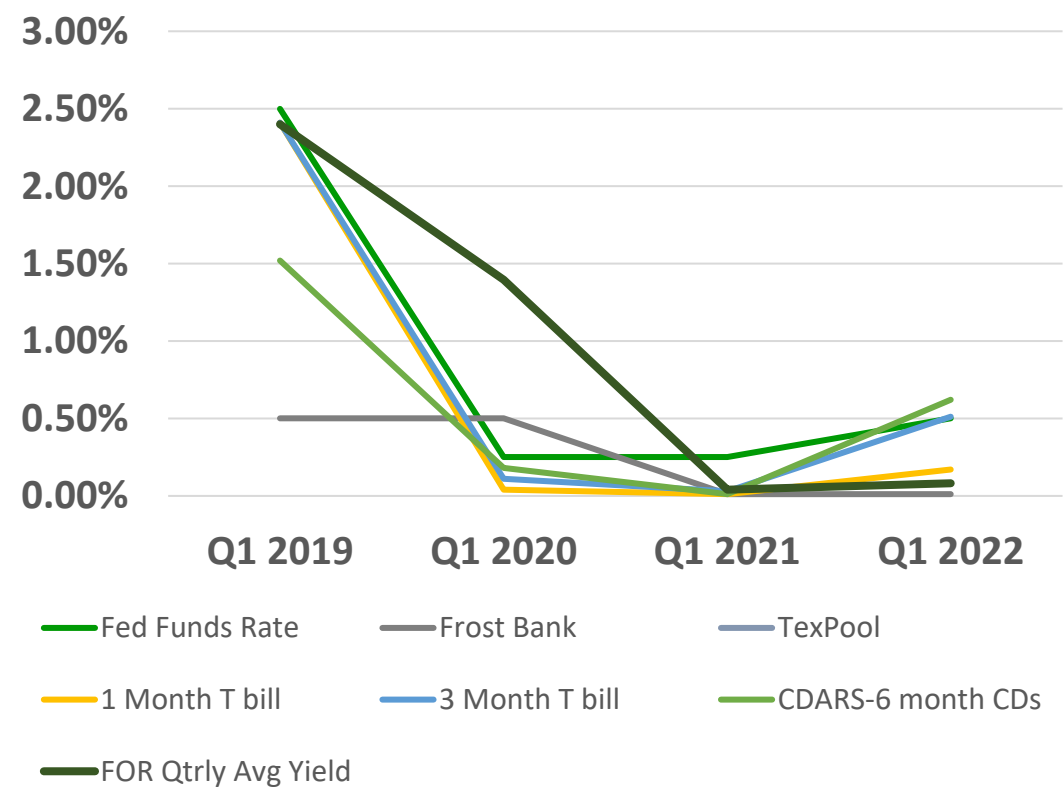


# Investment Report

Investment Balance

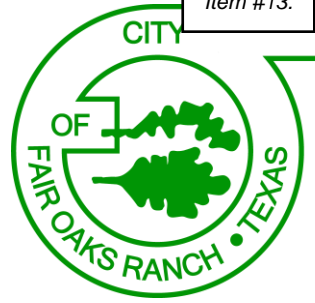


Comparative Yields



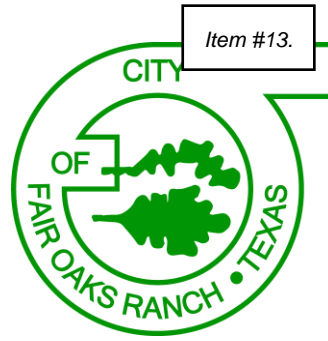


# FINANCE DEPARTMENT QUARTERLY UPDATE



# Key Performance Indicators

	January 2022	February 2022	March 2022
Invoices Processed	179	209	157
Journal Entries Processed	34	25	24
Reconciliations Completed	11	11	11
Compliance Filings	2	2	2



# Key Accomplishments this Quarter

- Received a clean audit finding for FY ending 9/30/21
- Earned the Certificate of Achievement for Excellence in Financial Reporting for the 2020 annual comprehensive financial report
- Earned the Distinguished Budget Presentation Award for the 2021-22 budget document
- Developed and distributed the City's first Popular Annual Financial Report (PAFR)
- Kicked off the 2022-23 budget process
- Started the compliance reporting for the SLFRF Grant
- Started the process for compliance with GASB Statement 87

# **FINANCIAL UPDATE AND QUARTERLY INVESTMENT REPORT**

**Presented by Scott Huizenga, Assistant City Manager**

**May 5, 2022**

**General Fund Year-to-Date Summary**  
**March 31, 2022**  
**50% of Fiscal Year**

Item #13.

	Original Budget	Budget Adjustments	Amended Budget	Projection	Budget vs Projection	Year-to Date Actual	Percent of Budget	Budget Balance
<b>Revenues:</b>								
Taxes	7,364,494	-	7,364,494	7,771,309	406,815	6,338,865	86.1%	(1,025,629)
Franchise Fees	618,200	-	618,200	625,200	7,000	183,335	29.7%	(434,865)
Interest	8,000	-	8,000	8,000	-	1,104	13.8%	(6,896)
Permits	400,000	-	400,000	405,000	5,000	188,604	47.2%	(211,396)
Animal Control	1,250	-	1,250	950	(300)	515	41.2%	(735)
Fines & Forfeitures	129,923	-	129,923	164,923	35,000	89,398	68.8%	(40,525)
Fees & Services	278,251	-	278,251	280,751	2,500	139,063	50.0%	(139,188)
Miscellaneous Income	13,400	-	13,400	49,744	36,344	43,875	327.4%	30,475
<i>Subtotal Revenues</i>	<i>8,813,518</i>	<i>-</i>	<i>8,813,518</i>	<i>9,305,876</i>	<i>492,358</i>	<i>6,984,758</i>	<i>79.3%</i>	<i>(1,828,760)</i>
Transfers from Other Funds	250,000	31,060	281,060	281,060	-	31,060	11.1%	(250,000)
<b>Total Revenues</b>	<b>9,063,518</b>	<b>31,060</b>	<b>9,094,578</b>	<b>9,586,936</b>	<b>492,358</b>	<b>7,015,818</b>	<b>77.14%</b>	<b>(2,078,760)</b>
<b>Expenditures:</b>								
Personnel	5,205,922	-	5,205,922	4,781,918	(424,004)	2,074,724	39.85%	3,131,198
Supplies, Maintenance & Operations	1,325,097	(6,653)	1,318,444	1,326,892	8,448	111,648	8.47%	1,206,796
Professional Services	1,427,218	42,199	1,469,417	1,420,033	(49,385)	636,610	43.32%	832,807
Shared Services	513,773	(67,100)	446,673	419,430	(27,243)	253,743	56.81%	192,930
Capital Outlay	389,500	29,058	418,558	418,558	-	70,124	16.75%	348,434
<i>Subtotal Expenditures</i>	<i>8,861,510</i>	<i>(2,496)</i>	<i>8,859,014</i>	<i>8,366,830</i>	<i>(492,184)</i>	<i>3,146,849</i>	<i>35.52%</i>	<i>5,712,165</i>
Transfers to Other Funds	1,140,185	43,900	1,184,085	1,184,085	-	1,184,085	100.00%	-
<b>Total Expenditures</b>	<b>10,001,695</b>	<b>41,404</b>	<b>10,043,099</b>	<b>9,550,915</b>	<b>(492,184)</b>	<b>4,330,934</b>	<b>43.12%</b>	<b>5,712,165</b>
Transfer to Operating Reserve	390,000	-	390,000	390,000	-	390,000		
Transfer To/(From) Allocated Fund Balance	-	-	-	-	-			
Transfer To/(From) Restricted Fund Balance	4,723	-	4,723	12,582	7,859	10,715		
Transfer To/(From) Unallocated Fund Balance	(1,332,900)	(10,344)	(1,343,244)	(366,561)	966,339	2,284,169		
<b>Total Change in Fund Balance</b>	<b>(938,177)</b>	<b>(10,344)</b>	<b>(948,521)</b>	<b>36,021</b>	<b>974,198</b>	<b>2,684,884</b>		

Revenue Detail  
March 31, 2022  
50% of Fiscal Year

Item #13.

Revenue Type	Budget	Budget Amendments	Amended Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
<b>Taxes</b>								
01-400-110 General Property	5,714,476	-	5,714,476	5,943,289	5,697,626	99.7%	(16,850)	Increased projection based on new levy after ARB adjustments.
01-400-111 Delinquent Property	30,000	-	30,000	50,000	47,997	160.0%	17,997	Higher collection of delinquent taxes.
01-400-112 Penalty & Interest	25,000	-	25,000	26,000	25,569	102.3%	569	
01-400-120 Mixed Beverage	25,000	-	25,000	25,000	12,038	48.2%	(12,962)	Mixed Bev Tax posted through Feb-22.
01-400-121 Local Sales	1,046,679	-	1,046,679	1,151,347	370,423	35.4%	(676,256)	Sales Tax posted through Jan-22
01-400-122 Street Maintenance	261,669	-	261,669	287,836	92,606	35.4%	(169,064)	Sales Tax posted through Jan-22
01-400-123 Property Reduction	261,669	-	261,669	287,836	92,606	35.4%	(169,064)	Sales Tax posted through Jan-22
<b>Total Taxes</b>	<b>7,364,494</b>	<b>-</b>	<b>7,364,494</b>	<b>7,771,309</b>	<b>6,338,865</b>	<b>86.1%</b>	<b>(1,025,629)</b>	
<b>Franchise Fees</b>								
01-400-215 Time Warner Cable	62,000	-	62,000	62,000	15,034	24.2%	(46,966)	1st quarter franchise fee received.
01-400-220 GVTC Cable/Telephone	63,000	-	63,000	65,000	17,135	27.2%	(45,865)	1st quarter franchise fee received.
01-400-230 AT&T Cable/Telephone	3,500	-	3,500	3,500	637	18.2%	(2,863)	1st quarter franchise fee received.
01-400-235 Miscellaneous	1,000	-	1,000	500	141	14.1%	(859)	
01-400-240 City Public Service	370,000	-	370,000	371,000	114,808	31.0%	(255,192)	Franchise fee received through Jan-22.
01-400-250 Pedernales Electric Company	70,000	-	70,000	72,500	19,698	28.1%	(50,302)	1st quarter franchise fee received.
01-400-255 Grey Forest Utilities	16,500	-	16,500	17,500	6,619	40.1%	(9,881)	1st quarter franchise fee received.
01-400-260 Garbage Regular	30,000	-	30,000	30,000	7,719	25.7%	(22,281)	1st quarter franchise fee received.
01-400-265 Garbage Recycling	2,200	-	2,200	3,200	1,546	70.3%	(654)	Received franchise fee through Feb-22. Increased projection.
<b>Total Franchise Fees</b>	<b>618,200</b>	<b>-</b>	<b>618,200</b>	<b>625,200</b>	<b>183,335</b>	<b>29.7%</b>	<b>(434,865)</b>	
<b>Interest</b>								
01-400-310 Bank/Investment Interest	8,000	-	8,000	8,000	1,104	13.8%	(6,896)	
<b>Total Interest</b>	<b>8,000</b>	<b>-</b>	<b>8,000</b>	<b>8,000</b>	<b>1,104</b>	<b>13.8%</b>	<b>(6,896)</b>	
<b>Permits</b>								
01-400-411 New Residential Permits	310,000	-	310,000	310,000	127,859	41.2%	(182,141)	
01-400-412 New Commercial Permits	10,000	-	10,000	-	-	0.0%	(10,000)	
01-400-413 Remodeling/Additions	15,000	-	15,000	30,000	18,820	125.5%	3,820	
01-400-414 Other BC and Permits	51,000	-	51,000	51,000	33,840	66.4%	(17,160)	
01-400-415 Contractor Registration	10,000	-	10,000	10,000	4,585	45.9%	(5,415)	
01-400-430 Food/Health	4,000	-	4,000	4,000	3,500	87.5%	(500)	
<b>Total Permits Costs</b>	<b>400,000</b>	<b>-</b>	<b>400,000</b>	<b>405,000</b>	<b>188,604</b>	<b>47.2%</b>	<b>(211,396)</b>	
<b>Animal Control</b>								
01-400-510 Pet Licenses	500	-	500	500	455	91.0%	(45)	
01-400-520 Pet Impound/Quarantine	750	-	750	450	60	8.0%	(690)	
<b>Total Animal Control</b>	<b>1,250</b>	<b>-</b>	<b>1,250</b>	<b>950</b>	<b>515</b>	<b>41.2%</b>	<b>(735)</b>	
<b>Fines &amp; Forfeitures</b>								
01-400-610 Municipal Court Fines	120,000	-	120,000	150,000	81,042	67.5%	(38,958)	
01-400-620 Municipal Court Security	3,500	-	3,500	5,500	2,916	83.3%	(584)	
01-400-630 Municipal Court Technology	4,300	-	4,300	4,695	2,403	55.9%	(1,897)	
01-400-640 Municipal Court Efficiency	70	-	70	113	58	82.1%	(13)	
01-400-650 Court Truncancy Prevention Fund	2,000	-	2,000	4,500	2,921	146.0%	921	\$5 per nonjailable misdemeanor offenses.
01-400-660 Municipal Court Jury Fund	53	-	53	115	58	110.2%	5	\$0.10 per nonjailable misdemeanor offenses.
<b>Total Fines &amp; Forfeitures</b>	<b>129,923</b>	<b>-</b>	<b>129,923</b>	<b>164,923</b>	<b>89,398</b>	<b>68.8%</b>	<b>(40,525)</b>	
<b>Fees &amp; Services</b>								
01-400-700 FORU Management	215,601	-	215,601	215,601	90,859	42.1%	(124,742)	
01-400-701 Special Fees	25,000	-	25,000	25,000	12,498	50.0%	(12,502)	
01-400-702 FORMDD Management	30,150	-	30,150	30,150	30,150	100.0%	-	Annual fee posted.
01-400-801 Credit Card Service Fee	7,500	-	7,500	10,000	5,556	74.1%	(1,944)	
<b>Total Fees &amp; Services</b>	<b>278,251</b>	<b>-</b>	<b>278,251</b>	<b>280,751</b>	<b>139,063</b>	<b>50.0%</b>	<b>(139,188)</b>	
<b>Miscellaneous</b>								
01-400-900 Miscellaneous	4,000	-	4,000	4,000	2,663	66.6%	(1,337)	
01-400-903 City Event Sponsorships	-	-	-	410	410	0.0%	410	State of the City tickets
01-400-910 Sale of Assets	-	-	-	673	673	0.0%	673	Auction of City surplus items.
01-400-930 Donations/Grants	-	-	-	34,901	34,901	0.0%	34,901	FEMA \$28k, Public Safety grants \$7k.
01-400-940 School Guard Crossing Fund	7,400	-	7,400	7,400	2,868	38.8%	(4,532)	
01-400-941 Leose Proceeds	2,000	-	2,000	1,582	1,582	79.1%	(418)	Leose Funds received
01-400-942 Police Seized Proceeds	-	-	-	777	777	0.0%	777	Seized assets
<b>Total Miscellaneous</b>	<b>13,400</b>	<b>-</b>	<b>13,400</b>	<b>49,744</b>	<b>43,875</b>	<b>327.4%</b>	<b>30,475</b>	
<b>Transfers</b>								
01-400-984 Capital Replacement	250,000	31,060	281,060	281,060	31,060	11.1%	(250,000)	Transfer posts as capital is purchased.
<b>Total Transfers</b>	<b>250,000</b>	<b>31,060</b>	<b>281,060</b>	<b>281,060</b>	<b>31,060</b>	<b>11.1%</b>	<b>(250,000)</b>	
<b>Total Revenue</b>	<b>9,063,518</b>	<b>31,060</b>	<b>9,094,578</b>	<b>9,586,936</b>	<b>7,015,818</b>	<b>77.1%</b>	<b>(2,078,760)</b>	

	Budget	Budget Amendment	Amended Budget	Projected	Actual	Overage/(Savings)	Comments
<b>Capital Replacement</b>	<b>Budgeted</b>		<b>Budget</b>				
2022 Command Vehicle	65,000		65,000	65,000	-	(65,000)	
2022 Patrol Vehicle	34,000		34,000	34,000	-	(34,000)	
Patrol Vehicle Outfitting	22,000		22,000	22,000	-	(22,000)	
2022 Patrol Vehicle	34,000		34,000	34,000	-	(34,000)	
Patrol Vehicle Outfitting	22,000		22,000	22,000	-	(22,000)	
Ford 250 truck replacement	45,000		45,000	45,000	-	(45,000)	
2021 Ford Explorer Replacement	28,000		28,000	28,000	-	(28,000)	
2021 Ford Explorer, PY encumbrance	-	27,360	27,360	27,360	27,360	-	
Decommission patrol vehicle, PY encumbrance	-	3,700	3,700	3,700	3,700	-	
	<b>250,000</b>	<b>31,060</b>	<b>281,060</b>	<b>281,060</b>	<b>31,060</b>	<b>(250,000)</b>	

## General Fund Strategic and Capital Projects

March 31, 2022

50% of Fiscal Year

	Budget	Budget Amendment	Amended Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
<b>Revenues:</b>								
02-400-900 Grant Funding	-	-	-	-	-	0%	-	
02-400-986 Transfer from General Fund	865,000	43,900	908,900	908,900	908,900	100%	-	
<b>Total Revenue</b>	<b>865,000</b>	<b>43,900</b>	<b>908,900</b>	<b>908,900</b>	<b>908,900</b>	<b>100.0%</b>	<b>-</b>	
<b>Reliable &amp; Sustainable Infrastructure</b>								
02-504-101 Long-term Road Cond Analysis	-	-	-	-	-	0%	-	
02-504-102 City Civic Center	-	-	-	-	-	0%	-	
02-504-103 City Campus Renovation	439,416	551,752	991,168	881,168	-	0%	991,168	
02-504-106 Chartwell and Dietz Intersection	175,000	-	175,000	175,000	-	0%	175,000	
02-504-107 Rolling Acres Trail Project #5	85,000	-	85,000	85,000	-	0%	85,000	
02-504-108 Silver Spur Trail Project #17	95,000	-	95,000	95,000	-	0%	95,000	
02-504-109 Fair Oaks Pkwy Project #25	40,000	(40,000)	-	-	-	0%	-	Project on hold.
02-504-110 Fair Oaks Pkwy Project #30	10,000	-	10,000	10,000	-	0%	10,000	
02-504-111 Tivoli Way Project #34	50,000	-	50,000	50,000	-	0%	50,000	
02-504-112 Turf Paradise Lane Project #37	40,000	-	40,000	40,000	-	0%	40,000	
02-504-113 Rockinghorse Lane Project #61	75,000	-	75,000	50,000	-	0%	75,000	
02-504-114 Bond Development Program	200,000	-	200,000	50,000	46,979	23%	153,021	Roadway and Drainage CIP's completed.
<b>Total Reliable &amp; Sustainable Infrastructure</b>	<b>1,209,416</b>	<b>511,752</b>	<b>1,721,168</b>	<b>1,436,168</b>	<b>46,979</b>		<b>1,674,189</b>	
<b>Public Health, Safety and Welfare</b>								
02-505-101 PS Command Structure Review	5,000	(4,213)	787	787	-	0%	787	Budget adjustment to reflect PY Project Balance
02-505-102 Fire Services Program Review	5,000	11,794	16,794	16,794	1,128	7%	15,666	Budget adjustment to reflect PY Project Balance
02-505-103 EMS Program Review	5,000	17,394	22,394	22,394	1,128	5%	21,266	Budget adjustment to reflect PY Project Balance
<b>Total Public Health, Safety and Welfare</b>	<b>15,000</b>	<b>24,975</b>	<b>39,975</b>	<b>39,975</b>	<b>2,256</b>		<b>37,719</b>	
<b>Operational Excellence</b>								
02-506-101 Compensation & Benefit Plan Study	-	-	-	-	-	0%	-	
02-506-102 Employee Handbook	-	3,034	3,034	3,034	-	0%	3,034	Budget adjustment to reflect PY Project Balance
02-506-105 Communications & Mktg Strategy	50,000	19,610	69,610	38,610	1,455	2%	68,156	Budget adjustment to reflect PY Project Balance
02-506-106 Records Management	-	7,850	7,850	7,850	1,277	16%	6,574	Budget adjustment to reflect PY Project Balance
02-506-107 IT Infrastructure Projects	-	56,422	56,422	56,422	12,835	23%	43,587	Budget adjustment to reflect PY Project Balance
02-506-108 Public Communications Technology	-	-	-	-	-	0%	-	
02-506-109 City Records Digitization	-	26,000	26,000	26,000	-	0%	26,000	Budget adjustment to reflect PY Project Balance
02-506-110 Agenda and Minutes Software Program	-	-	-	-	-	0%	-	Budget adjustment to reflect PY Project Balance
02-506-111 Ticketing with GIS Compatibility	-	12,500	12,500	12,500	-	0%	12,500	Budget adjustment to reflect PY Project Balance
02-506-112 PIA Request Software	30,000	-	30,000	-	-	0%	30,000	
02-506-113 City Fleet Fuel Station	15,000	-	15,000	15,000	-	0%	15,000	
<b>Total Operational Excellence</b>	<b>95,000</b>	<b>125,416</b>	<b>220,416</b>	<b>159,416</b>	<b>15,566</b>		<b>159,850</b>	
<b>Capital Outlays</b>								
02-509-302 Infrastructure	-	-	-	-	-	0%	-	
02-509-303 Personal Property	-	524	524	524	524	100%	-	Budget adjustment to reflect PY Project Balance
<b>Total Capital Outlays</b>	<b>-</b>	<b>524</b>	<b>524</b>	<b>524</b>	<b>524</b>		<b>-</b>	
<b>Total Expenditures</b>	<b>1,319,416</b>	<b>662,667</b>	<b>1,982,083</b>	<b>1,636,083</b>	<b>65,325</b>	<b>3.3%</b>	<b>1,871,758</b>	

**SAP Fund Balance Rollforward  
and Project Allocations**

	Fund Balance Actual 9/30/2021	Budgeted Transfer from Gen Fund	Amended Transfer Transfer	Amended Transfer from Gen Fund	*includes Budget Adjustments			Reclasses	Carryforward Fund Balance 9/30/2022	Comments
					Budgeted Spend	Projected Spend	Actual YTD Spend			
<b>Reliable &amp; Sustainable Infrastructure</b>										
02-504-103 City Hall Renovation	419,816		571,352	571,352	991,168	881,168	-		110,000	Completion in Oct-22.
02-504-106 Chartwell and Dietz Intersection		175,000		175,000	175,000	175,000	-		-	
02-504-107 Rolling Acres Trail Project #5		85,000		85,000	85,000	85,000	-		-	
02-504-108 Silver Spur Trail Project #17		95,000		95,000	95,000	95,000	-		-	
02-504-109 Fair Oaks Pkwy Project #25		40,000	(40,000)	-	-	-	-		-	
02-504-110 Fair Oaks Pkwy Project #30		10,000		10,000	10,000	10,000	-		-	
02-504-111 Tivoli Way Project #34		50,000		50,000	50,000	50,000	-		-	
02-504-112 Turf Paradise Lane Project #37		40,000		40,000	40,000	40,000	-		-	
02-504-113 Rockinghorse Lane Project #61		75,000		75,000	75,000	50,000	-		25,000	
02-504-114 Bond Development Program		200,000		200,000	200,000	50,000	46,979		150,000	
<b>Public Health, Safety &amp; Welfare</b>				-					-	
02-505-101 PS Command Structure Review	787			-	787	787	-		-	
02-505-102 Fire Services Program Review	16,794			-	16,794	16,794	1,128		-	
02-505-103 EMS Program Review	22,394			-	22,394	22,394	1,128		-	
<b>Operational Excellence</b>				-					-	
02-506-102 Employee Handbook	3,034			-	3,034	3,034	-		-	
02-506-105 Communications & Mktg Strategy	19,610	50,000		50,000	69,610	38,610	1,455		31,000	
02-506-106 Records Management	7,850			-	7,850	7,850	1,277		-	
02-506-107 IT Infrastructure Projects	96,422		(40,000)	(40,000)	56,422	56,422	12,835		-	
02-506-109 City Records Digitization	26,000			-	26,000	26,000	-		-	
02-506-110 Agenda and Minutes Software Program	-			-	-	-	-		-	
02-506-111 Ticketing with GIS Compatibility	12,500			-	12,500	12,500	-		-	
02-506-112 PIA Request Software	-	30,000		30,000	30,000	-	-		30,000	
02-506-113 City Fleet Fuel Station	-	15,000		15,000	15,000	15,000	-		-	
<b>Capital Outlays</b>										
02-509-303 Personal Property	260,301		(259,777)	(259,777)	524	524	524		-	
Unallocated Fund Balance	187,675		(187,675)	(187,675)	-	-	-	-	-	
<b>Total Fund Balance</b>	<b>1,073,183</b>	<b>865,000</b>	<b>43,900</b>	<b>908,900</b>	<b>1,982,083</b>	<b>1,636,083</b>	<b>65,325</b>	<b>-</b>	<b>346,000</b>	



Street Bond Debt Service Fund  
March 31, 2022  
50% of Fiscal Year

Item #13.

	Budget	Budget Amendment	Amended Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Beginning Fund Balance	44,337		44,337	44,337	44,337			
<u>Revenues:</u>								
06-400-110 General Property-I & S	542,671	-	542,671	543,987	521,501	96%	21,170	Tax entry posted through Mar-22
06-400-111 Delinquent Property	3,000	-	3,000	3,000	4,798	160%	(1,798)	
06-400-112 Penalty & Interest	1,500	-	1,500	1,500	2,432	162%	(932)	
06-400-310 Interest Income on Investments	1,000	-	1,000	500	26	3%	974	
<b>Total Revenue</b>	<b>548,171</b>	<b>-</b>	<b>548,171</b>	<b>548,987</b>	<b>528,757</b>	<b>96.5%</b>	<b>19,414</b>	
<u>Expenditures:</u>								
06-501-700 Bond Principal	450,000	-	450,000	450,000	450,000	100%	-	Annual bond principal payment made
06-501-702 Bond Interest Payable	99,185	-	99,185	99,185	51,280	52%	47,905	Next bond payment is due Aug 1
06-501-703 Bond Agent Fees	400	-	400	400	200	50%	200	Next bond payment is due Aug 1
<b>Total Expenditures</b>	<b>549,585</b>	<b>-</b>	<b>549,585</b>	<b>549,585</b>	<b>501,480</b>	<b>91.2%</b>	<b>48,105</b>	
Transfer To/(From) Fund Balance	(1,414)	-	(1,414)	(598)	27,277			
<b>Revenue Over / (Under) Expenditures</b>	<b>(1,414)</b>	<b>-</b>	<b>(1,414)</b>	<b>(598)</b>	<b>27,277</b>			
<b>Ending Fund Balance</b>	<b>42,923</b>	<b>-</b>	<b>42,923</b>	<b>43,739</b>	<b>71,614</b>			

Equipment and Vehicle Replacement  
March 31, 2022  
50% of Fiscal Year

	Budget	Budget Amendment	Amended Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
<b>Beginning Fund Balance</b>	<b>797,466</b>		<b>872,769</b>	<b>872,769</b>	<b>872,769</b>			
<b>Revenues:</b>								
31-400-386 Transfer from General Fund	275,185	-	275,185	275,185	275,185	100%	-	Annual transfer posted.
31-400-387 Transfer from other General Fund Departments	-	-	-	-	-	0%	-	
<b>Total Revenue</b>	<b>275,185</b>	<b>-</b>	<b>275,185</b>	<b>275,185</b>	<b>275,185</b>	<b>100%</b>	<b>-</b>	
<b>Transfers</b>								
31-500-123 Transfer to General Fund for Purchases	250,000	31,060	281,060	281,060	31,060	11%	250,000	See Note A.
<b>Total Transfers Costs</b>	<b>250,000</b>	<b>31,060</b>	<b>281,060</b>	<b>281,060</b>	<b>31,060</b>	<b>11%</b>	<b>250,000</b>	
<b>Total Expenditures</b>	<b>250,000</b>	<b>31,060</b>	<b>281,060</b>	<b>281,060</b>	<b>31,060</b>	<b>11%</b>	<b>250,000</b>	
<b>Revenue Over / (Under) Expenditures</b>	<b>25,185</b>	<b>(31,060)</b>	<b>(5,875)</b>	<b>(5,875)</b>	<b>244,125</b>			
Transfer To/(From) Fund Balance	25,185		(5,875)	(5,875)	244,125			
<b>Ending Fund Balance</b>	<b>822,651</b>	<b>-</b>	<b>866,894</b>	<b>866,894</b>	<b>1,116,894</b>			
<b>Note A:</b>								
<u>Budgeted Item</u>	<u>Budgeted</u>	<u>Amendment</u>	<u>Amended Budget</u>	<u>Projected</u>	<u>Actual</u>	<u>Surplus/ (Deficit)</u>	<u>Comments</u>	
2022 Command Vehicle	65,000		65,000	65,000		65,000		
2022 Patrol Vehicle	34,000		34,000	34,000		34,000		
Patrol Vehicle Outfitting	22,000		22,000	22,000		22,000		
2022 Patrol Vehicle	34,000		34,000	34,000		34,000		
Patrol Vehicle Outfitting	22,000		22,000	22,000		22,000		
Ford 250 truck replacement	45,000		45,000	45,000		45,000		
2021 Ford Explorer Replacement	28,000		28,000	28,000		28,000		
2021 Ford Explorer, PY encumbrance	-	27,360	27,360	27,360	27,360	-		
Decommission patrol vehicle, PY encumbrance	-	3,700	3,700	3,700	3,700	-		
<b>Total Budgeted</b>	<b>250,000</b>	<b>31,060</b>	<b>281,060</b>	<b>281,060</b>	<b>31,060</b>	<b>250,000</b>		
	-	-	-	-	-	-		

Combined Utilities  
March 31, 2022  
50% of Fiscal Year

Item #13.

	Original Budget	Budget Amendments	Amended Budget	Projection	Amended Budget vs Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Notes
Revenues	6,616,599	-	6,616,599	6,639,349	22,750	2,518,601	38.1%	(4,097,998)	
Operating Expenses			-						
Personnel	1,792,534	-	1,792,534	1,703,278	(89,256)	775,478	43.3%	1,017,056	
Supplies, Maintenance & Operations	2,531,775	-	2,531,775	2,537,118	5,343	1,178,878	46.6%	1,352,897	
Services	289,991	-	289,991	289,991	-	135,714	46.8%	154,277	
Total Operating Expenses	4,614,300	-	4,614,300	4,530,387	(83,913)	2,090,070	45.3%	2,524,230	
Operating Income	2,002,299	-	2,002,299	2,108,962	106,663	428,531	21.4%	(1,573,768)	
Capital & Non-Cash Adjustments									
Capital Outlay	2,902,683	102,117	3,004,800	2,131,084	(873,716)	440,526	14.7%	2,564,274	Budgeted capital not purchased yet and projects are in process.
Depreciation	873,801	-	873,801	873,801	-	436,901	50.0%	436,901	Annual depreciation is posted mid-year and end of year.
Asset transfer for GAAP	(2,573,815)	(55,579)	(2,629,394)	(1,866,647)	762,747	-	0.0%	(2,629,394)	Asset transfers post at year end.
Debt Service Expense	22,952	-	22,952	22,952	-	12,272	53.5%	10,681	
Utility transfers out	1,006,808	-	1,006,808	1,927,018	920,210	1,006,808	100.0%	-	Annual transfers posted.
Utility transfers in	(1,006,808)	-	(1,006,808)	(1,927,018)	(920,210)	(972,094)	96.6%	(34,714)	Annual SAP transfers posted, ERF transfer posts as capital is purchased.
Total Capital & Non-Cash Adjustments	1,225,621	46,538	1,272,159	1,161,190	(110,969)	924,412	72.7%	347,747	
Net Income/(Loss)	776,678	(46,538)	730,140	947,772	217,632	(495,881)	-67.9%	(1,226,021)	

**Water Utility Fund Summary**  
**March 31, 2022**  
**50% of Fiscal Year**

Item #13.

	Budget	Budget Amendment	Amended Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Notes
Water Revenues	4,325,991	-	4,325,991	4,349,991	1,842,161	42.6%	(2,483,830)	
Water Operating Expenses								
Personnel	894,232	32,498	926,730	876,224	395,548	42.7%	531,182	
Supplies, Maintenance & Operations	1,826,497	-	1,826,497	1,827,629	852,661	46.7%	973,836	
Services	178,048	-	178,048	178,048	101,848	57.2%	76,200	
Total Water Operating Expenses	2,898,777	32,498	2,931,275	2,881,901	1,350,057	46.1%	1,581,218	
Operating Income	1,427,214	(32,498)	1,394,716	1,468,090	492,104	35.3%	(902,612)	
Capital Outlay	1,707,894	9,576	1,717,470	1,061,363	320,820	18.7%	1,396,650	See Schedule Below
Depreciation	647,324	-	647,324	647,324	323,662	50.0%	323,662	Depreciation posts mid-year and year-end.
Asset Transfer for GAAP	(1,678,815)	-	(1,678,815)	(1,023,650)	-	0.0%	(1,678,815)	GAAP entries post at year-end.
Debt Service Expense	19,280	-	19,280	19,280	10,308	53.5%	8,972	
Transfers Out	56,032	-	56,032	56,032	56,032	100.0%	-	Budgeted transfer to ERF posted.
Transfers (In)	(152,820)	-	(152,820)	(152,820)	(49,025)	32.1%	(103,795)	ERF transfers to post as capital is replaced.
<b>Net Income/(Loss)</b>	<b>828,319</b>	<b>(42,074)</b>	<b>786,245</b>	<b>860,561</b>	<b>(169,693)</b>	<b>-21.6%</b>	<b>(955,938)</b>	

	Budgeted	Budget Amendment	Amended Budget	Projected	YTD Actual	Budget Balance	Notes
<b>Water CIP</b>							
Elevated Storage Tank	181,623	-	181,623	20,000	-	181,623	
Creek Crossings West Waterline	220,433	-	220,433	110,216	6,793	213,640	
Plant 2 HydroTank and Variable Drives	946,815	(43,215)	903,600	525,000	186,222	717,377	
SCADA System Upgrades	-	43,215	43,215	43,215	43,215	-	
Willow Wind/Red Bud Hill	65,370	-	65,370	65,370	-	65,370	
Old Frederickburg Rd	50,000	-	50,000	50,000	-	50,000	
Rolling Acres Trail	61,754	-	61,754	61,754	-	61,754	
GIS Compatible Work Order System	-	6,250	6,250	6,250	-	6,250	
Project Development	-	-	-	-	-	-	
Impact Fee Study	-	-	-	-	-	-	
Water Rate Study	22,079	-	22,079	22,079	19,930	2,149	
Water System EPA Risk Assessment	7,000	3,326	10,326	15,634	15,634	(5,308)	
	1,555,074	9,576	1,564,650	919,518	271,795	1,292,855	
<b>Water Operations</b>							
Ford Dump Truck	85,000	-	85,000	85,000	-	85,000	
Trimble GIS	7,820	-	7,820	7,820	-	7,820	
Ford F350 Truck	60,000	-	60,000	49,025	49,025	10,975	
	152,820	-	152,820	141,845	49,025	103,795	
<b>Total Capital Outlay</b>	<b>1,707,894</b>	<b>9,576</b>	<b>1,717,470</b>	<b>1,061,363</b>	<b>320,820</b>	<b>1,396,650</b>	
	-	-	-	-	-	-	

**Water Utility Fund Revenue**  
**March 31, 2022**  
**50% of Fiscal Year**

	Budget	Budget Amendment	Amended Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Water Revenues								
05-401-110 Water Revenue Residential	2,981,775	-	2,981,775	2,981,775	1,204,722	40.40%	(1,777,053)	
05-401-112 Water Debt Service	298,374	-	298,374	298,374	141,129	47.30%	(157,245)	
05-401-113 Water Capital	252,403	-	252,403	252,403	127,642	50.57%	(124,761)	
05-401-120 Water Revenue Commercial	163,841	-	163,841	163,841	64,049	39.09%	(99,792)	
05-401-125 Water Contract Commercial	158,268	-	158,268	158,268	83,928	53.03%	(74,340)	
05-401-130 Water Revenue Non Potable	18,430	-	18,430	18,430	3,486	18.91%	(14,944)	
05-401-140 Water Service Connect Fees	47,960	-	47,960	47,960	20,380	42.49%	(27,580)	
05-401-150 Water Penalties	28,440	-	28,440	28,440	16,450	57.84%	(11,990)	
05-401-160 Water Impact Fees	350,000	-	350,000	350,000	152,473	43.56%	(197,527)	
05-401-170 Water Interest Income	10,000	-	10,000	7,500	1,223	12.23%	(8,777)	
05-401-180 Water-Bad Debts	(3,000)	-	(3,000)	(1,000)	(27)	0.89%	2,973	
05-401-194 Misc./Special Requests	2,500	-	2,500	1,000	-	0.00%	(2,500)	
05-401-195 Developers Contributions	-	-	-	-	-	0.00%	-	
05-401-196 Third Party Reimbursement	1,000	-	1,000	15,000	11,669	1166.88%	10,669	Increased projection based on actuals to date
05-401-197 Permits/Variances	1,000	-	1,000	1,000	725	72.50%	(275)	
05-401-298 Credit Card Service Fee	15,000	-	15,000	27,000	14,313	95.42%	(687)	Increased projection based on actuals to date
05-401-910 Sale of Assets	-	-	-	-	-	0.00%	-	
Total Water Revenues	4,325,991	-	4,325,991	4,349,991	1,842,161	42.58%	(2,483,830)	

**Wastewater Utility Fund Summary**  
**March 31, 2022**  
**50% of Fiscal Year**

Item #13.

	Budget	Budget Amendment	Amended Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	
Wastewater Revenues	2,290,608	-	2,290,608	2,289,358	676,440	29.5%	(1,614,168)	
Wastewater Operating Expenses								
Personnel	898,302	(32,498)	865,804	827,054	379,931	43.9%	485,873	
Supplies, Maintenance & Operations	705,278	-	705,278	709,490	326,217	46.3%	379,061	
Services	111,943	-	111,943	111,943	33,866	30.3%	78,077	
Total Wastewater Operating Expenses	1,715,523	(32,498)	1,683,025	1,648,486	740,013	44.0%	943,012	
Operating Income	575,085	32,498	607,583	640,872	(63,573)	-10.5%	(671,156)	
Capital Outlay	1,194,789	92,541	1,287,330	1,069,721	119,706	9.3%	1,167,624	See Schedule Below
Depreciation	226,477	-	226,477	226,477	113,239	50.0%	113,239	Depreciation posts mid-year and year-end.
Asset Transfer for GAAP	(895,000)	-	(895,000)	(842,997)	-	0.0%	(895,000)	GAAP entries post at year-end.
Debt Service Expense	3,672	-	3,672	3,672	1,963	53.5%	1,709	
Transfers Out	27,707	-	27,707	27,707	27,707	100.0%	-	Budgeted transfer to ERF posted.
Transfers (In)	(45,000)	(111,158)	(156,158)	(100,579)	-	0.0%	(156,158)	ERF transfers to post as capital is replaced.
<b>Net Income/(Loss)</b>	<b>62,440</b>	<b>51,115</b>	<b>113,554</b>	<b>256,870</b>	<b>(326,188)</b>	<b>-287.3%</b>	<b>(439,742)</b>	

	Budgeted	Budget Amendment	Amended Budget	Projection	YTD Actual	Budget Balance	Notes
<b>Wastewater CIP Fund</b>							
Solids Handling	920,210	(51,931)	868,279	736,168	87,504	780,775	
Future WWTP	200,000	51,931	251,931	200,000	-	251,931	
GIS Compatible Work Order System	-	6,250	6,250	6,250	-	6,250	
Wastewater Rate Study	22,079	-	22,079	22,079	19,930	2,149	
Wastewater System EPA Risk Assessmer	7,500	30,712	38,212	4,645	4,645	33,567	
	1,149,789	36,962	1,186,751	969,142	112,079	1,074,672	
<b>Wastewater Operations</b>							
Ford F250	45,000	-	45,000	45,000	-	45,000	
Pumps from prior year encumbrance	-	55,579	55,579	55,579	7,627	47,952	
<b>Total budgeted purchases</b>	<b>1,194,789</b>	<b>92,541</b>	<b>1,287,330</b>	<b>1,069,721</b>	<b>119,706</b>	<b>1,167,624</b>	

**Wastewater Utility Fund Revenue**  
**March 31, 2022**  
**50% of Fiscal Year**

	Budget	Budget Amendment	Amended Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Wastewater Revenues								
05-402-110 Sewer Revenue Residential	945,512	-	945,512	945,512	478,281	50.58%	(467,231)	
05-402-112 Sewer Debt Service	56,776	-	56,776	56,776	27,014	47.58%	(29,762)	
05-402-113 Sewer Capital	95,666	-	95,666	95,666	48,390	50.58%	(47,276)	
05-402-120 Sewer Revenue Commercial	4,186	-	4,186	4,186	2,209	52.77%	(1,977)	
05-402-140 Sewer Service Connect Fee	33,138	-	33,138	33,138	14,000	42.25%	(19,138)	
05-402-150 Sewer Penalties	5,270	-	5,270	5,270	4,712	89.40%	(558)	
05-402-160 Sewer Impact Fee	225,000	-	225,000	225,000	100,662	44.74%	(124,338)	
05-402-170 Sewer Interest Income	5,000	-	5,000	3,750	1,191	23.83%	(3,809)	
05-402-180 Sewer Bad Debt	(400)	-	(400)	(400)	(18)	4.43%	382	
05-402-190 Sewer Grant Revenue	920,210	-	920,210	920,210	-	0.00%	(920,210)	ARPA/CSLFRF revenue to post as the funds are spent.
05-402-191 SECO EECBG	-	-	-	-	-	0.00%	-	
05-402-194 Misc/Special Requests	-	-	-	-	-	0.00%	-	
05-402-196 Third Party Reimbursement	250	-	250	250	-	0.00%	(250)	
05-402-910 Sale of Assets	-	-	-	-	-	0.00%	-	
<b>Total Wastewater Revenues</b>	<b>2,290,608</b>	<b>-</b>	<b>2,290,608</b>	<b>2,289,358</b>	<b>676,440</b>	<b>29.53%</b>	<b>(1,614,168)</b>	

Utility Equipment and Vehicle Replacement Fund  
March 31, 2022  
50% of Fiscal Year

Item #13.

	Budget	Budget Amendment	Amended Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
<u>Revenues:</u>								
30-400-388 Transfer from Water Division	56,032	-	56,032	56,032	56,032	100%	-	
30-400-389 Transfer from Wastewater Division	27,707	-	27,707	27,707	27,707	100%	-	
<b>Total Revenue</b>	<b>83,739</b>	<b>-</b>	<b>83,739</b>	<b>83,739</b>	<b>83,739</b>	<b>100%</b>	<b>-</b>	
<u>Transfers</u>								
30-500-988 Transfer to Water for Purchases	152,820	-	152,820	152,820	49,025	32%	103,795	
30-500-989 Transfer to Wastewater for Purchases	45,000	55,579	100,579	100,579	-	0%	100,579	
Total Transfers Costs	197,820	55,579	253,399	253,399	49,025	19%	204,374	
<b>Total Expenditures</b>	<b>197,820</b>	<b>55,579</b>	<b>253,399</b>	<b>253,399</b>	<b>49,025</b>	<b>19%</b>	<b>204,374</b>	
<b>Net Income (Loss)</b>	<b>(114,081)</b>	<b>(55,579)</b>	<b>(169,660)</b>	<b>(169,660)</b>	<b>34,714</b>		<b>(204,374)</b>	