



CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, June 02, 2022 at 6:30 PM

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

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

AGENDA

OPEN MEETING

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

CITIZENS and GUEST FORUM

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

3. Citizens to be heard.

PRESENTATIONS

4. Swearing in of elected officials: Michelle Bliss, Council Member Place 3; Laura Koerner, Council Member Place 4; and Scott Parker, Council Member Place 7.

Christina Picioccio, TRMC, City Secretary

5. Reading of a Proclamation honoring the 75th Wedding Anniversary of Mac McWilliams.

Gregory C. Maxton, Mayor

6. Introduction of new employees: Casey Parker, Multimedia Communications Officer and Kelly Barbour, Utility Clerk.

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

7. Life Saving Award to Sergeant Richard Gonzalez and Officer Matthew Drexler.

Tim Moring, Chief of Police

8. Presentation on the City's Emergency Notification System and strategy.

Tim Moring, Chief of Police

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.

9. Approval of the May 19, 2022 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

- [10.](#) Approval of a Final Plat request from Elkhorn Ridge Development SA, LLC for Elkhorn Ridge Unit 4 proposing 26 single-family residential lots, generally located north-west of the intersection of Dietz Elkhorn Road and Elkhorn Ridge, City of Fair Oaks Ranch, Texas.

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

- [11.](#) Approval of the second reading of an Ordinance amending ad valorem tax exemptions on residence homesteads.

Scott Huizenga, Assistant City Manager, Administrative Services

- [12.](#) Approval of the second reading of an Ordinance adopting a tax freeze for qualifying disabled homesteads.

Scott Huizenga, Assistant City Manager, Administrative Services

- [13.](#) Approval of Council Member Bliss' absence from the July 7, 2022 Regular City Council Meeting.

Christina Picioccio, TRMC, City Secretary

CONSIDERATION/DISCUSSION ITEMS

- [14.](#) Consideration and possible action electing a Council Member to serve as Mayor Pro-Tem until the next regular city election.

Gregory C. Maxton, Mayor

- [15.](#) Consideration and possible action authorizing the City Manager to sign a Construction Agreement with Udelhoven, Inc. for the Wastewater Treatment Plant Sludge Dewatering Project; and approval of the first reading of an Ordinance amending the budget in support of said project.

Clayton Hoelscher, Procurement Manager

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

- [16.](#) Consideration and possible action authorizing the City Manager to sign a Construction Agreement with Stripe It Up, LLC for sealcoating (fog seal) in support of the City's Annual Street Maintenance Program.

Clayton Hoelscher, Procurement Manager

Julio Colunga, Assistant Director of Public Works

- [17.](#) Consideration and possible action regarding the programmed expiration of the city's exclusive franchise agreement with Republic Services for the collection, hauling, and disposal of residential garbage and refuse waste in the City of Fair Oaks Ranch.

Carole Vanzant, CPM, TRMC, Assistant City Manager, Public Works & Engineering Services

- [18.](#) Consideration and possible action on a request (Application No. P & Z 2022-03-28) from Thomas C Dechert, applicant and property owner, to grant a Variance from the requirements of UDC Section 5.4 (1) b to reduce the street frontage for a lot served by private septic (OSSF) from 150 feet to 70 feet for the property located at 423 and 425 Ammann Road, Boerne, TX.

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

REPORTS FROM STAFF AND COMMITTEES

- [19.](#) Status Report to Council regarding the Fourth of July fireworks show and event.

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

- [20.](#) FY 2022-23 Strategic Action Plan.

Scott Huizenga, Assistant City Manager, Administrative Services

REQUESTS AND ANNOUNCEMENTS

- 21. Announcements and reports by Mayor and Council Members.
- 22. Announcements by the City Manager.
- 23. 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:

- 24. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
- 25. Cause No. 2022CI01978; Boerne Ranch Estates, LLC v. The City of Fair Oaks Ranch.
- 26. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.

Sec. 552.071 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

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, 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 30, 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).

PROCLAMATION

City of Fair Oaks Ranch

WHEREAS, Mac and Maggie McWilliams have been married seventy-five years and we wish them many more happy years together, and

WHEREAS, Mac and Maggie met during Trigonometry class while enrolled at Texas Tech University in 1946, beginning their lives together.

WHEREAS, Mac and Maggie McWilliams were married on June 2, 1947

WHEREAS, Mac and Maggie have raised a beautiful and loving family of three children: Cindy, Gary and Connie, which now also includes eight grandchildren and ten great grandchildren.

WHEREAS, over the course of their marriage they have moved to approximately fifty locations, living throughout the United States and internationally.

WHEREAS, Mac and Maggie McWilliams, in 1986, made their last move and are residents of the City of Fair Oaks Ranch

WHEREAS, Seventy-five years of marriage sets the example of commitment and dedication in family values for all to follow

NOW, THEREFORE, I, Gregory C. Maxton, Mayor of the City of Fair Oaks Ranch, do hereby honor

MAC and MAGGIE MCWILLIAMS

Upon their 75th wedding anniversary. On behalf of the City Council, the City Staff and all our residents we wish you both and your family the very best.

WITNESS MY HAND AND SEAL THIS 2ND DAY OF JUNE, 2022.

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY OF FAIR OAKS RANCH POLICE DEPARTMENT

Item #7.

7286 DIETZ ELKHORN ROAD
FAIR OAKS RANCH, TEXAS 78015

PHONE: (210) 698-0990 FAX: (210) 698-1647
NON-EMERGENCY/DISPATCH: (830) 249-8645

March 5, 2022

To: Sergeant Richard Gonzalez & Officer Matthew Drexler

Life Saving Award

The Fair Oaks Ranch Police Department believes in the recognition of officers, their actions and outstanding efforts in service to our community. In keeping with this belief, the Fair Oaks Ranch Police Department hereby recognizes Sergeant Richard Gonzalez and Officer Matthew Drexler for their heroic efforts that occurred in March of 2022.

In March 2022, at approximately 4:00pm, Officers with the Fair Oaks Ranch Police and first responders with Acadian and Leon Springs VFD were dispatched to a residence in Front Gate Subdivision for a male teenager who was unresponsive and not breathing. Upon arriving at the residence, Sgt. Gonzalez located the male and verified he was not breathing and observed his skin tone to be pale green in color. Sgt. Gonzalez immediately began CPR while Off. Drexler removed the male patient's shirt to apply an AED. Sgt. Gonzalez and Off. Drexler continued CPR for over 2 minutes until the Officer detected a faint pulse and the male patient began breathing. Shortly after, Acadian and Leon Springs VFD personnel arrived on scene, assessed the male patient, and transported him to University Hospital.

Command staff at the Police Department were contacted by EMS personnel after the incident and were advised that the patient was alive and doing well in the hospital. Command personnel with the Leon Springs VFD advised that the officers quick actions directly contributed to the young man surviving.

Sergeant Richard Gonzalez and Officer Matthew Drexler's quick response, recognition of the severity of the medical emergency, and their immediate actions including CPR were directly responsible in the saving of a human life that would have otherwise been lost.

Sergeant Richard Gonzalez and Officer Matthew Drexler's actions hereby qualify them for the Fair Oaks Ranch Police Department's Life Saving Award and bestows upon them the appreciation of both the Fair Oaks Ranch Police Department and the City of Fair Oaks Ranch.

Respectfully,

**Tim Moring
Chief of Police
Fair Oaks Ranch Police Dept.**

CITY OF FAIR OAKS RANCH
POLICE DEPARTMENT

PROUDLY PRESENTS THE

Life Saving Award



To:

Sergeant Richard Gonzalez

THIS 2ND DAY OF JUNE 2022

TIM MORING
CHIEF OF POLICE



GREG MAXTON
MAYOR

CITY OF FAIR OAKS RANCH
POLICE DEPARTMENT

PROUDLY PRESENTS THE

Life Saving Award



To:

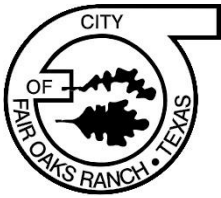
Officer Matthew Drexler

THIS 2ND DAY OF JUNE 2022

TIM MORING
CHIEF OF POLICE



GREG MAXTON
MAYOR



CITY OF FAIR OAKS RANCH

CITY COUNCIL REGULAR MEETING

Thursday, May 19, 2022 at 6:30 PM

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

Council Present: Mayor Maxton and Council Members: Elizondo, Koerner, Parker and Muenchow

Council Absent: Council Members: Stroup and Bliss

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

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

CITIZENS and GUEST FORUM

3. Citizens to be heard

Levi Garrett and Charles Valdez, of Frontier Waste, introduced themselves to Council and notified that they are ready to provide a proposal should Fair Oaks Ranch decide to request them for waste services.

Sharon Brimhall, citizen, spoke about her 2022 tax bill and the rate which the City collects. She spoke in favor of the tax freeze and exemption items and recommended the City hire more people to answer phone calls.

Mayor Maxton read an email from Amy Higgins, citizen, wherein she asked for the City to consider taking care of flooding in the more populated areas rather than softening the curve on Amman Road. Ms. Higgins also asked for townhall meetings to educate the City on the master plan.

PRESENTATIONS

4. Julio Colunga, Assistant Director of Public Works and Grant Watanabe, Director of Public Works & Engineering Services, provided to Council an Annual Street Maintenance Plan Update.

At the request of Mayor Maxton, and to allow time for the consultant to be present, Item 5 was moved to the end of the agenda.

6. Mayor Maxton read a Proclamation in recognition of Public Works Week, May 15 – 21, 2022.
7. Mayor Maxton read a Proclamation in recognition of Police Week and Peace Officers Memorial Day, May 9 – 15, 2022.

CONSENT AGENDA

8. **Approval of the May 5, 2022 Regular City Council meeting minutes.**
9. **Approval of the second reading of an Ordinance adopting Fiscal Year 2021-22 Budget Amendment for the Chartwell and Dietz Elkhorn Intersection Project.**

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

VOTE: 4-1; Motion Passed. Council Member Muenchow voted Nay.

CONSIDERATION/DISCUSSION ITEMS

10. **Consideration and possible action approving the first reading of an Ordinance amending ad valorem exemptions on residence homesteads.**

MOTION: Made by Mayor Maxton, seconded by Council Member Koerner, to approve the first reading of an ordinance amending ad valorem tax exemptions as follows:

- An amount equal to the greater of ten percent (10%) or fifty thousand dollars (\$50,000) exemption for residents aged 65 and over.

MOTION TO AMEND: Made by Council Member Koerner, seconded by Council Member Muenchow, to amend the motion by adding:

- An amount equal to the greater of ten percent (10%) or fifty thousand dollars (\$50,000) exemption for residents qualifying as disabled.

MOTION TO AMEND #2: Made by Council Member Koerner, seconded by Council Member Muenchow, to amend the motion by adding the following as the first exemption:

- Five thousand dollars (\$5,000) exemption for residence homesteads.

VOTE ON 2ND AMENDMENT: 5-0; Motion Passed.

VOTE ON 1ST AMENDMENT: 4-1; Motion Passed. Council Member Elizondo voted Nay.

VOTE ON AMENDED MOTION: 4-1; Motion Passed. Council Member Elizondo voted Nay.

11. **Consideration and possible action approving the first reading of an Ordinance adopting a tax freeze for qualifying disabled homesteads and/or individuals over the age of sixty-five (65).**

MOTION: Made by Council Member Koerner, seconded by Council Member Elizondo, to approve the first reading of an Ordinance adopting a limitation on the ad valorem taxation of residence homestead of disabled individuals for tax years commencing in 2022.

VOTE: 5-0; Motion Passed.

PRESENTATION (*Out of order at the Mayor's Request*)

5. Grant Watanabe, P.E., Director of Public Works & Engineering Services and Mike Garza, P.E., PTOE, RSP1, General Engineering Consultant, Legacy Engineering Group, provided to Council a presentation on Highway Safety Improvement Program (HSIP) Potential Opportunities Available for the City of Fair Oaks Ranch.

REQUESTS AND ANNOUNCEMENTS

12. **Announcements and reports by Mayor and Council Members.** – None.
13. **Announcements by the City Manager.** – None.
14. **Requests by Mayor and Council Members that items be placed on a future City Council agenda.**

Council Member Elizondo asked Staff to present to Council a proposed communication plan, to possibly include a townhall meeting(s) to provide the community a refresher on road programs and stormwater.

CONVENE INTO EXECUTIVE SESSION

City Council convened into Executive Session at 8:28 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:

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

Sec. 551.072 (Deliberation regarding real property)

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

Sec. 551.074 (Personnel Matter)

19. To review objectives surrounding evaluation of City Manager.

RECONVENE INTO OPEN SESSION

City Council reconvened into Open Session at 10:16 PM. No action was taken.

ADJOURNMENT

Mayor Maxton adjourned the meeting at 10:17 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

June 2, 2022

AGENDA TOPIC: Approval of a Final Plat request from Elkhorn Ridge Development SA, LLC for Elkhorn Ridge Unit 4 proposing 26 single-family residential lots, generally located north-west of the intersection of Dietz Elkhorn Road and Elkhorn Ridge, City of Fair Oaks Ranch, Texas

DATE: June 2, 2022

DEPARTMENT: Public Works and Engineering Services

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

SUMMARY:

The purpose of this Final Plat is to create 26 residential lots, and one private street (Cheyenne Ridge) that will also be maintained as underground utility easements. The lot sizes range from 0.17 acres to 0.43 acres and the minimum lot width of the lots being platted in this phase is 65 feet except for one lot that is 55 foot wide.

The subdivision is generally located north-west of the intersection of Dietz Elkhorn Road and Elkhorn Ridge (see attached **Exhibit A: Location Map**). Street access to the subdivision will be provided from Cheyenne 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 table below shows the status of the entire development as of May 2022.

Table 1: Elkhorn Ridge Development Construction Status

Status	Completed	In Progress
Units	1, 2, 3, 5, 6A, 6B, 9	4, 7, 8
Number of lots	221	71

The proposed plat will meet the terms of the Development Agreement. As per the Open Space Plan provided by the applicant and dated August 2021, Unit 4 does not contain open space. (**Exhibits D and E**). **Exhibit F** 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 Preliminary Plat was approved in January 2022. 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. Construction drawings have been approved by staff.

The Final Plat review is based on the requirements of the Subdivision Regulations contained in Chapter 10 of the Code of Ordinances, which was in effect at the time of the approval of the 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 May 12, 2022, meeting the Planning & Zoning Commission recommended approval of the Final Plat request from Elkhorn Ridge SA, LLC for Elkhorn Ridge Unit 4 proposing 26 single-family residential lots with the following condition:

1. Label two-foot contour interval surveys tied to known reference points or USGS benchmarks.
2. Applicant to provide proof of USPS approval for Cheyenne Ridge prior to recordation.
3. Applicant to correct the year in the notarization field.

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:

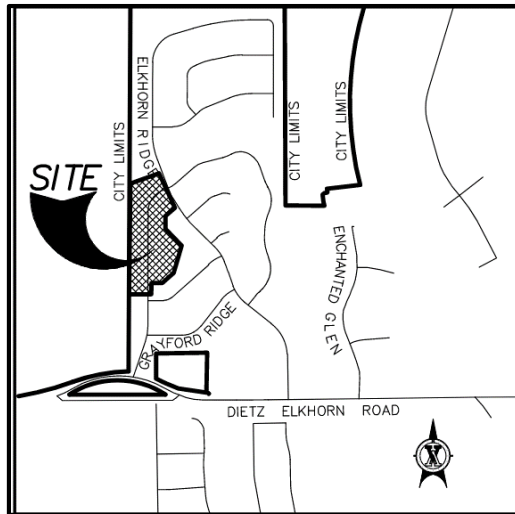
"The municipal authority responsible for approving plats under this subchapter is the municipal planning commission or, if the municipality has no planning commission, the governing body of the municipality. The governing body by ordinance may require the approval of the governing body in addition to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

PROPOSED MOTION:

Consent Agenda: I move to approve the Final Plat of Elkhorn Ridge Unit 4 with the following minor conditions.

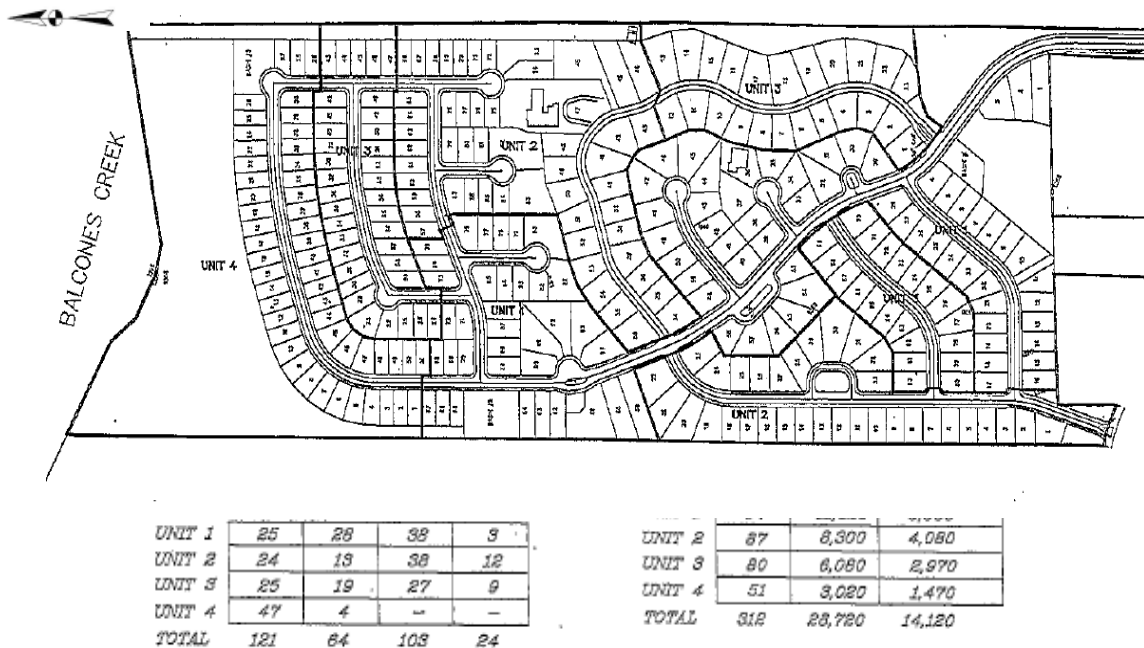
1. Label two-foot contour interval surveys tied to known reference points or USGS benchmarks.
2. Applicant to provide proof of USPS approval for Cheyenne Ridge prior to recordation.
3. Applicant to correct the year in the notarization field.

Exhibit A: Location Map Elkhorn Ridge Unit 4



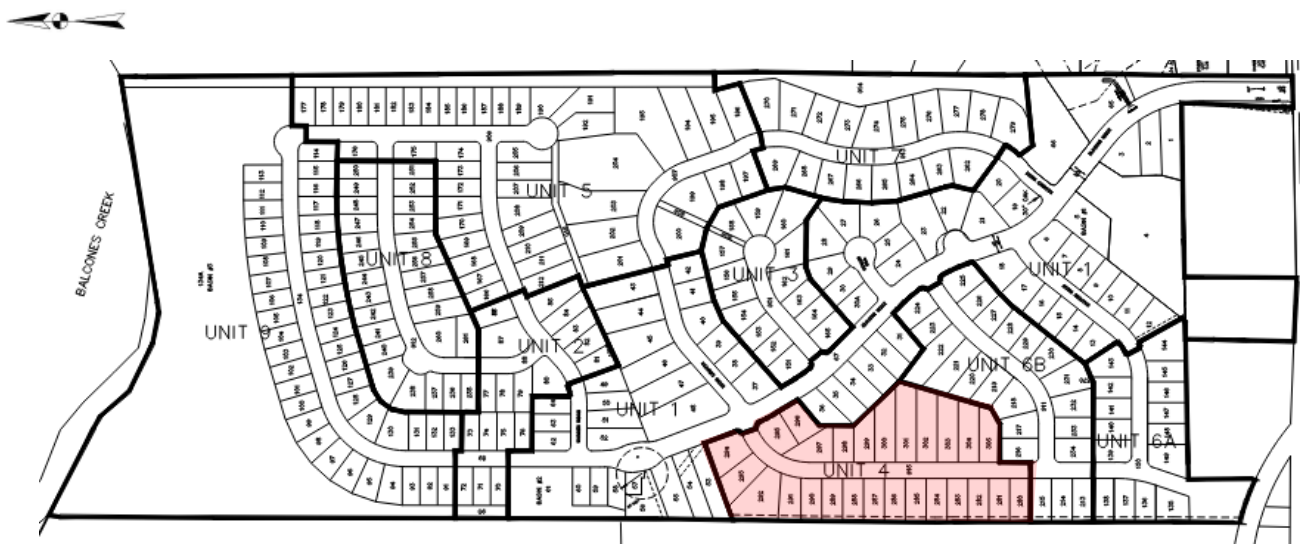
Source: Provided by the applicant

Exhibit B: Approved Elkhorn Ridge Subdivision Master Plan – Original Configuration



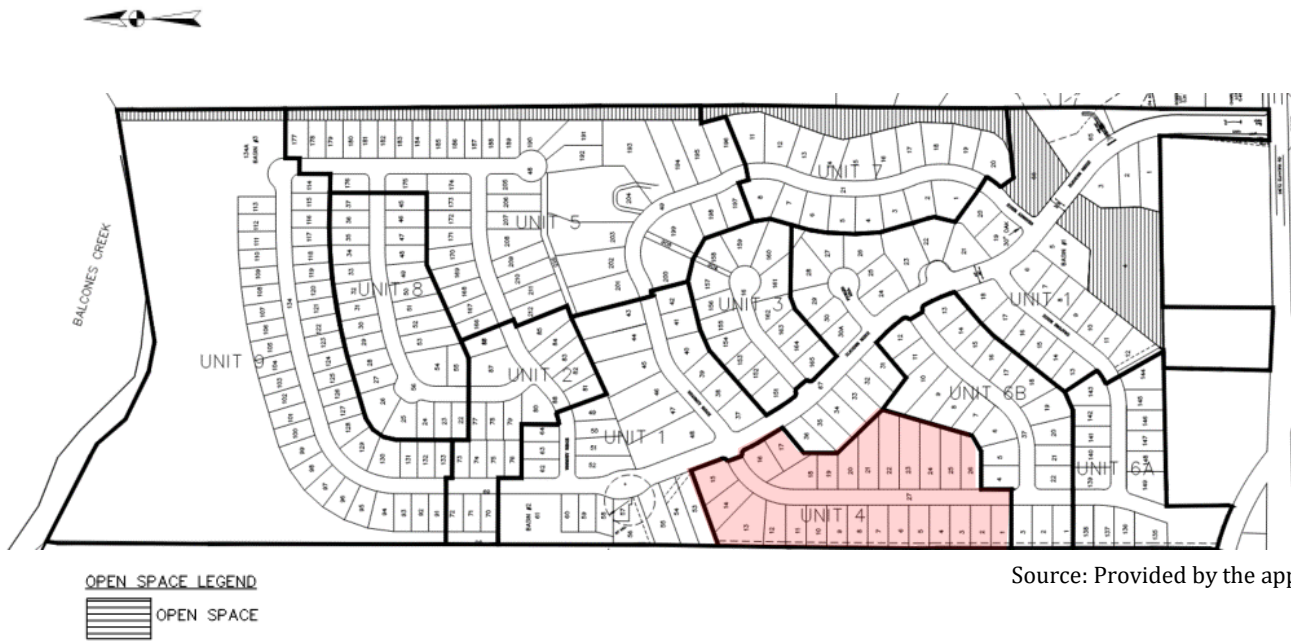
Source: Development Agreement dated 2014

Exhibit C: As Constructed - Elkhorn Ridge Subdivision Master Plan (Unit 4 Highlighted)



Source: Provided by the applicant – November 2021

Exhibit D: Elkhorn Ridge Subdivision Open Space Plan (Unit 4 Highlighted)



Source: Provided by the applicant

Exhibit E: 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	2021
6A	0	2020
6B	0	2021
7	1.36	2022
8	0	2022
9	0.43	2019
TOTAL	6.13	

* THE OPEN SPACE REQUIRED FOR THE ENTIRE SUBDIVISION WAS PROVIDED WITH UNIT-1.

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

Source: Provided by the applicant

Exhibit F – Elkhorn Ridge Subdivision Aerial View (Unit 4 Highlighted)



Attachments:

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



City of Fair Oaks Ranch

7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

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

UNIVERSAL APPLICATION (FORM UA)

All applications must be submitted with:

(1) A complete **Universal Application** form (2 pages), and(2) A complete **Specific Application Form** with all materials listed in the checklist for the specific application.

The City staff is available to assist you in person at City Hall or over the phone at (210) 698-0900.

DEVELOPMENT INFORMATION

Project Name/Address/Location: Elkhorn Ridge Unit 4 Acreage: 7.356
 Brief Description of Project: Residential Subdivision
 Is property platted? ☒ No ☐ Yes Subdivision name: _____ No. of Lots: 26
 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 Development SA, LLC Contact Name: Vickrey & Associates, LLC
 Address: 12940 Country Parkway City/State/ZIP: San Antonio, Texas 78218
 Phone: (210) 349-3271 Email: pschroeder@vickreyllc.com

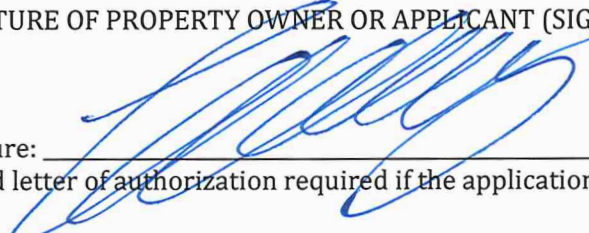
APPLICANT INFORMATION

Applicant/Developer: Bitterblue Contact Name: Vickrey & Associates, LLC
 Address: 12940 Country Parkway City/State/ZIP: San Antonio, Texas 78216
 Phone: (210) 349-3271 Email: pschroeder@vickreyllc.com

KEY CONTACT INFORMATION

Name of the Individual: Paul A. Schroeder Contact Name: Vickrey & Associates, LLC
 Address: 12940 Country Parkway City/State/ZIP: San Antonio, Texas 78216
 Phone: (210) 349-3271 E-mail: pschroeder@vickreyllc.com

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

Signature:  Date: 03.09.22
 (Signed letter of authorization required if the application is signed by someone other than the property owner)

*****OFFICE USE ONLY*****

DATE REC'D: 04-05-2022 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#) ¹. (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.

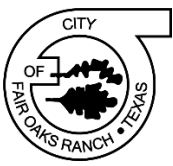
☒ Site plan and shapefile drawings (if applicable) for the property

☒ Location map clearly indicating the site in relation to adjacent streets and other landmarks

☒ One (1) copy of proof of ownership (recorded property deed or current year tax statements)

☒ One (1) USB drive containing the general required documents in Adobe PDF format (if required)

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



7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

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

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 other suitable 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).

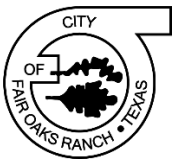
- ☒ A title report.
- ☒ One (1) copy (11x17) of proposed plat.

N/A ☐ Letter of Acceptance of Public Improvements by the City, or Fiscal Surety for Public Improvements.

N/A ☐ Maintenance Bond for Public Improvements.

- ☒ Letter of Certification from each utility provider servicing this area (CPS, PEC, SAWS, Timewarner, Grey Forest, GBRA, Spectrum, etc.).
- ☒ Letter from USPS and other service providers to ensure the name of the proposed subdivision, or any of the physical features, (such as streets, parks, etc.) must not be so similar to the names of any similar features in the county or in any incorporated town or city therein. Streets, which are a continuation of any existing street, shall take the name of the existing street.
- ☒ Drainage/Stormwater plan, if any grade changes.

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



7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

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

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

Note: Removal of Protected trees need approval by staff

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

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

March 8, 2022

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

Re: Elkhorn Ridge Unit 4
Final Plat Submittal
V&A Project No. 2752-012-051

Dear Ms. Schweitzer,


This submittal is to subdivide the following:

Being a **7.356-acre (320,434 square feet)** tract out of the Jose Ramon Arocha Survey No. 171, Abstract No. 24, County Block 4708, City of Fair Oaks Ranch, Bexar County, Texas, said 7.356-acre tract of land also being out of the remainder of a called 26.56-acre tract of land conveyed from Kevin Katzer to Elkhorn Ridge SA, LLC, by Warranty Deed dated November 22, 2013 and recorded in Volume 16450, Page 2034, Official Public Records of Real Property (O.P.R.), Bexar County, Texas, (all records cited herein are recorded in Bexar County, Texas) and out of the remainder of a called 26.04-acre tract conveyed from Kevin B. Katzer, Gerald Rentz, Jr., and Lisa Rentz to Elkhorn Ridge SA, LLC by Warranty Deed dated November 22, 2013 recorded in Volume 16450, Page 2129, O.P.R. of Bexar County, Texas.

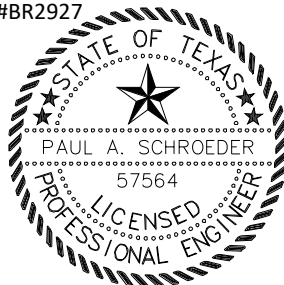
The Elkhorn Ridge Unit 4 subdivision will contain 26 lots.

Sincerely,

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


Paul A. Schroeder, PE, RPLS
Residential Division Manager

PAS/ksh



Attachment 4

FINAL

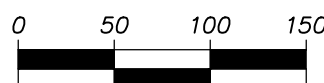
SUBDIVISION PLAT ESTABLISHING
ELKHORN RIDGE UNIT 4
SAWS PLAT # FOR042

BEING A 7.356-ACRE (320.434 SQUARE FEET) TRACT OUT OF THE JOSE RAMON AROCHA SURVEY NO. 171, ABSTRACT NO. 24, COUNTY BLOCK 4708, CITY OF FAIR OAKS RANCH, BEXAR COUNTY, TEXAS, SAID 7.356-ACRE TRACT OF LAND ALSO BEING OUT OF THE REMAINDER OF A CALLED 28.56-ACRE TRACT OF LAND CONVEYED FROM KEVIN KATZER TO ELKHORN RIDGE SA, LLC, BY WARRANTY DEED DATED NOVEMBER 22, 2013 AND RECORDED IN VOLUME 16450, PAGE 2034, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (O.P.R.), BEXAR COUNTY, TEXAS, (ALL RECORDS CITED HEREIN ARE RECORDED IN BEXAR COUNTY, TEXAS) AND OUT OF THE REMAINDER OF A CALLED 26.04-ACRE TRACT CONVEYED FROM KEVIN B. KATZER, GERALD RENTZ, JR., AND LISA RENTZ TO ELKHORN RIDGE SA, LLC BY WARRANTY DEED DATED NOVEMBER 22, 2013 RECORDED IN VOLUME 16450, PAGE 2129, O.P.R. OF BEXAR COUNTY, TEXAS.

REASON FOR FINAL PLAT:
TO CREATE 26 RESIDENTIAL LOTS AND 1 PRIVATE STREET CONTAINING 7.356 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

Line Table		
Line #	Length	Direction
L1	50.03	S19°43'40"E
L2	129.00	S29°31'10"W

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	88°13'48"	15.00'	23.10'	14.54'	N24°30'56"E	20.88'
C2	88°29'57"	15.00'	23.17'	14.61'	N67°35'20"W	20.93'
C3	7°18'04"	530.00'	67.54'	33.81'	S26°59'24"E	67.49'
C4	67°21'15"	225.00'	264.50'	149.93'	S34°55'20"W	249.53'
C5	66°52'33"	175.00'	204.26'	115.56'	S34°40'59"W	192.86'

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

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.

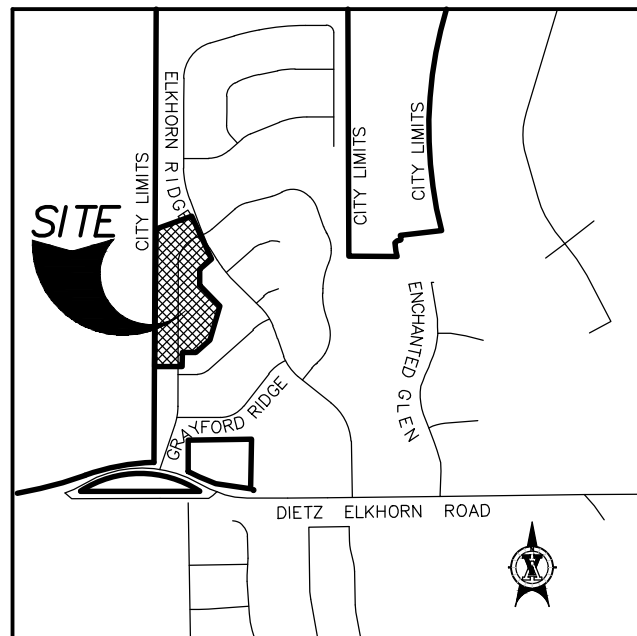
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ A.D., 2021.

NOTARY PUBLIC
STATE OF TEXAS

THIS FINAL PLAT OF ELKHORN RIDGE UNIT 4 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. _____

BY _____ MAYOR

BY _____ CITY SECRETARY

LOCATION MAP
NOT TO SCALE

LEGEND	
●	SET 1/2" IRON ROD WITH CAP STAMPED "VICKREY PROP. COR."
○	FOUND 1/2" IRON ROD WITH CAP STAMPED "VICKREY PROP. COR."
♂	FOUND 1/2" IRON ROD
O.P.R.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
740	EXISTING CONTOURS
ESMT	EASEMENT
R.O.W.	RIGHT OF WAY
E	CENTERLINE
EX	EXISTING
VOL.	VOLUME
P.G.	PAGE
AC.	ACRES
P	PROPERTY LINE
CB	COUNTY BLOCK

- ① 15' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
- ② CLEAR VISION EASEMENT
- ③ 16' ELECTRIC ESM'T DOC.# 20150065617
- ④ 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT VOL. 9692, PG. 179-181
- ⑤ 15' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT VOL. 20002, PG. 1223
- ⑥ 15' DRAINAGE EASEMENT (SEE DRAINAGE EASEMENT NOTE 4.)

CLEAR VISION EASEMENT:
CLEAR VISION AREAS MUST BE FREE OF VISUAL OBSTRUCTIONS IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, OR LATEST REVISION THEREOF.

ZONING DESIGNATION NOTE:
THIS PLAT AREA IS CURRENTLY ZONED AS EXISTING RESIDENTIAL ZONE 1.

PRIVATE STREET DESIGNATION NOTE:
CHEYENNE RIDGE (PARCEL 915) IS A PRIVATE STREET AND IS DESIGNED AS UNDERGROUND PUBLIC WATER AND PUBLIC SANITARY SEWER AND UTILITY EASEMENT.

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.

FIRE FLOW NOTE:
IN AN EFFORT TO MEET THE CITY OF FAIR OAKS RANCH'S FIRE FLOW REQUIREMENTS FOR THE PROPOSED RESIDENTIAL DEVELOPMENT, THE PUBLIC WATER MAIN SYSTEM HAS BEEN DESIGNED FOR A MINIMUM FIRE FLOW DEMAND OF 1500 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.

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.

WASTEWATER EDU NOTE:
THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT 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 FAIR OAKS RANCH.

FLOODPLAIN VERIFICATION:
NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP 48091C0085F EFFECTIVE DATE AUGUST 28, 2017. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.

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.

04-26-2021
REGISTERED PROFESSIONAL LAND SURVEYOR

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.

04-26-2021
LICENSED PROFESSIONAL ENGINEER

UTILITY EASEMENT:

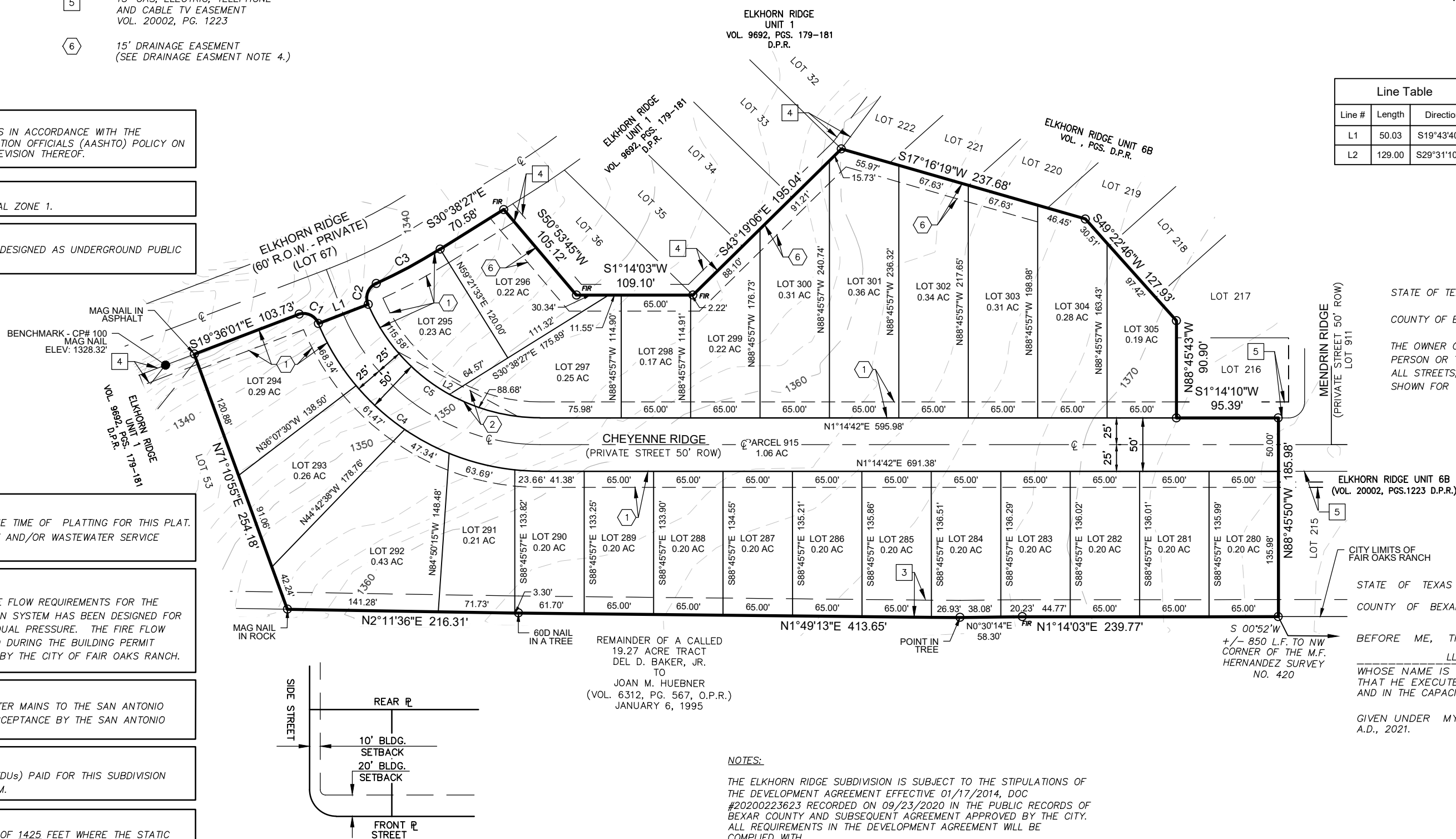
UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES THERETO (THE "UTILITIES")

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

THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.

THE UTILITY SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE UTILITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE UTILITY USUAL AND CUSTOMARY PRACTICES.

THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

TYPICAL CORNER LOT
BUILDING SETBACKS

NOTE: ALL LOTS HAVE A MINIMUM BUILDING SETBACK OF 20' ALONG THE FRONT, AS SHOWN ABOVE, AND SUBDIVISION DEED RESTRICTIONS.

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 CORRD. SYSTEM. NAD 83

CHEYENNE RIDGE, PARCEL 915 (PRIVATE STREET,) WILL BE PRIVATELY OWNED AND MAINTAINED BY THE ELKHORN RIDGE HOA.

26 LOTS, 1 PRIVATE STREET PARCEL

CPS NOTES:

- THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC, GAS, WATER, AND WASTEWATER SYSTEMS - CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," "SANITARY SEWER EASEMENT," AND/OR RECYCLED WATER EASEMENT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES, NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
- ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
- THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
- CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRIC AND GAS FACILITIES.
- ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.

EASEMENT NOTES
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 GAPS, 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 PROVIDER SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY USUAL AND CUSTOMARY PRACTICES.
- THE MAINTENANCE OF ANY EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER FIRST AND ELKHORN RIDGE HOMEOWNER ASSOCIATION IN THE ABSENCE, MODIFICATION, AND/OR NEGLECT OF MAINTAINING THE EASEMENT FROM THE OWNER.
- ANY FENCE CROSSING A DRAINAGE EASEMENT WILL ALLOW THE PASSAGE OF DRAINAGE WITHOUT ANY HINDRANCE TO THE FLOW. FENCE IN A DRAINAGE EASEMENT WILL BE WROUGHT IRON AND HAVE SWING GATES TO ALLOW READY ACCESS TO THE EASEMENT.

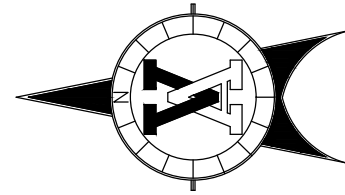
SHEET 1 OF 1

REVISED ON: 04/04/2022

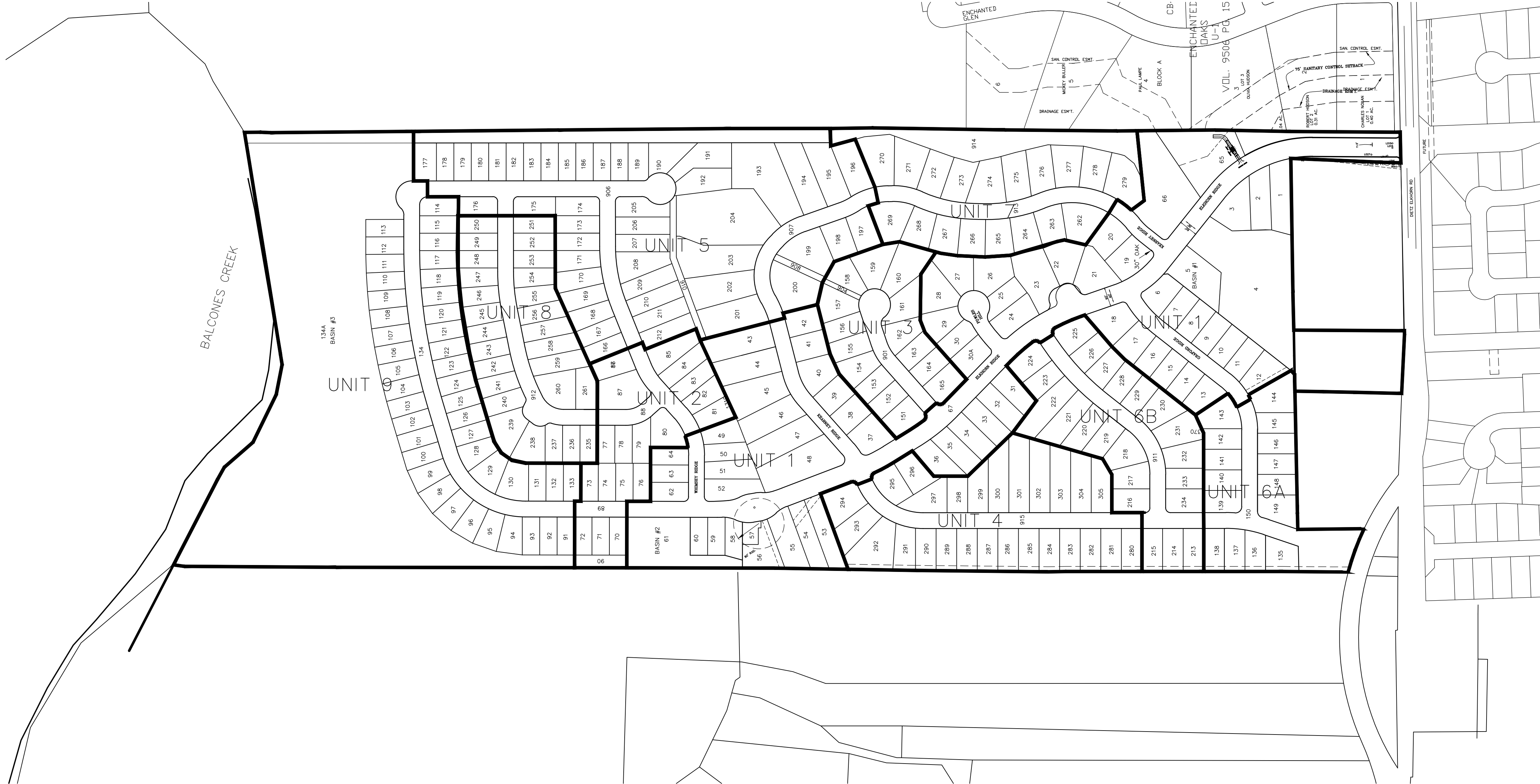
JOB No. 2752-008

DATE OF PREPARATION: 03/02/2021

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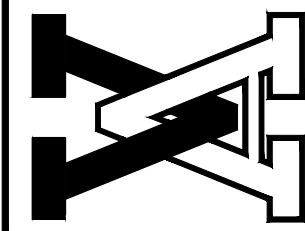


SCALE: 1"=200'



		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	7.07	5.98	23.90	107.94
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
A FUTURE HOUSING DEVELOPMENT

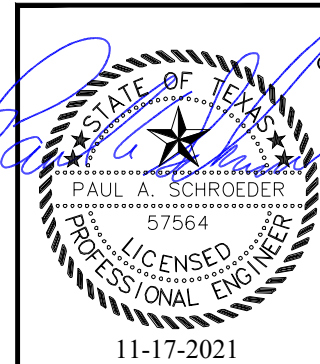
ELKHORN RIDGE
MASTER PLAN

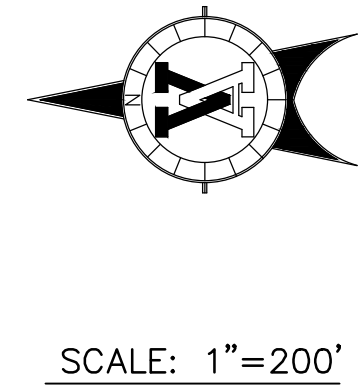
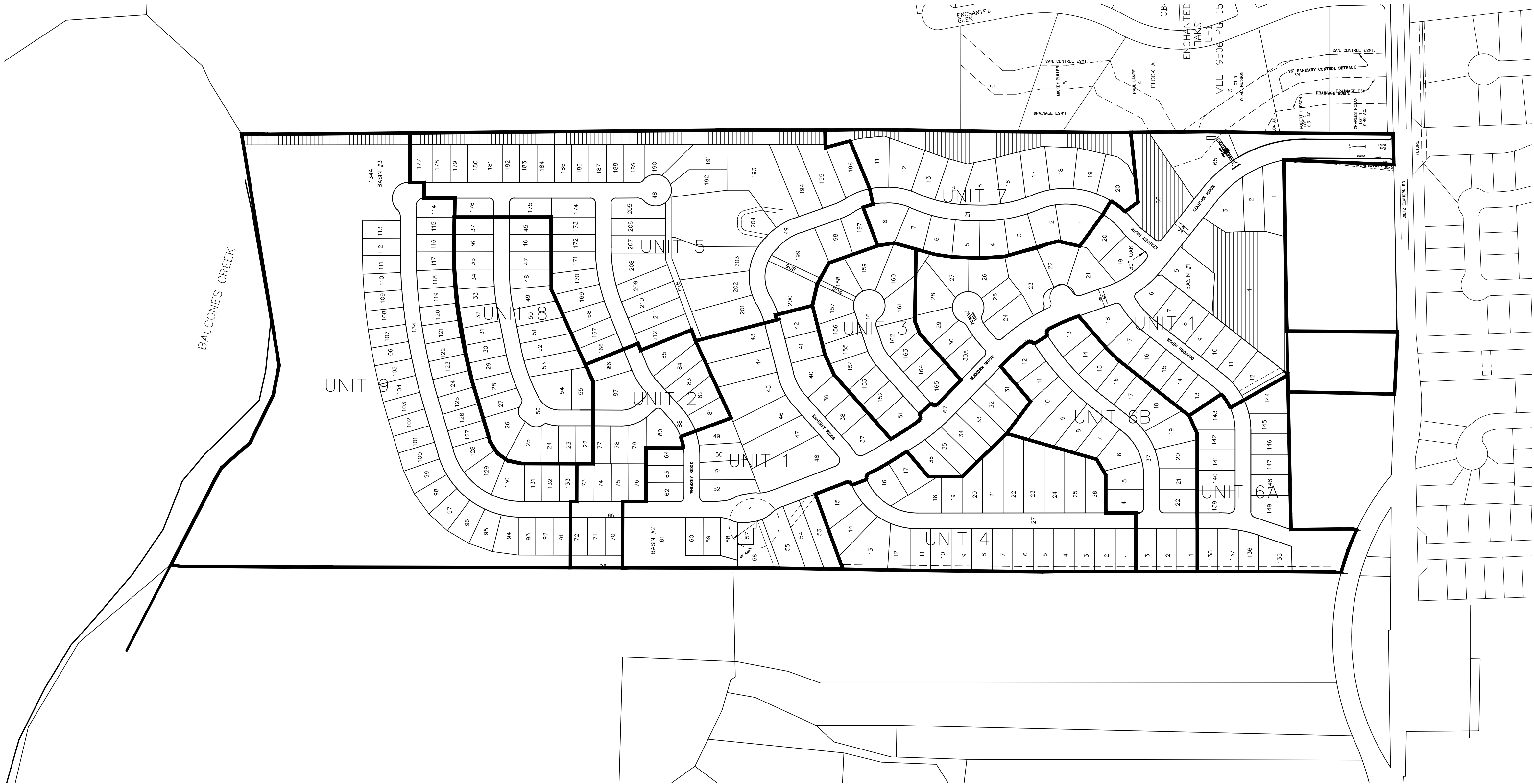
DATE: AUGUST 2021

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Horizontal Scale 1"=200'
0 100' 200' 300'

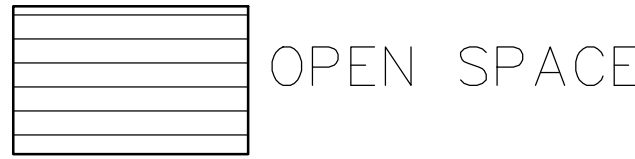
SHEET 1 OF 1

PROJ. NO. 2752-011





OPEN SPACE LEGEND

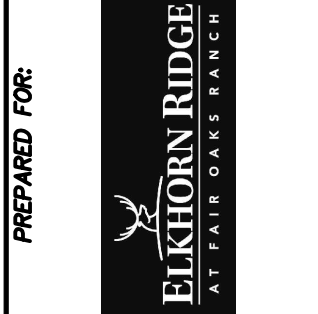
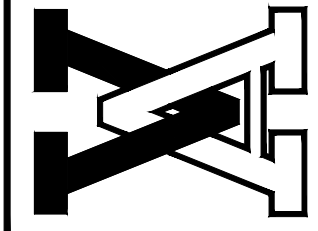


OPEN SPACE REQUIREMENT		
AREA = 292 LOTS/(100 LOTS/AC) = 2.92 AC.		
UNIT NO.	OPEN SPACE AC.	STATUS
1	3.08*	2015
2	0	2017
3	0	2019
4	0	UNKNOWN
5	1.26	2021
6A	0	2020
6B	0	2021
7	1.36	2022
8	0	2022
9	0.43	2019
TOTAL	6.13	

* THE OPEN SPACE REQUIRED FOR THE ENTIRE SUBDIVISION WAS PROVIDED WITH UNIT-1.

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

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway San Antonio, TX 78216
Professional Seal No. F-459
TBPIS Firm Registration No.: 10004100



ELKHORN RIDGE
OPEN SPACE PLAN

DATE: AUGUST 2021	
Vertical Scale 1"=N/A	Horizontal Scale 1"=200'
SHEET	OF
PROJ NO. 2752-011	

REVISIONS

NO.	DESC.
1	
2	
3	
4	
Δ	DESC.



CITY COUNCIL CONSENT AGENDA ITEM

CITY OF FAIR OAKS RANCH, TEXAS

June 2, 2022

AGENDA TOPIC: Approval of the second reading of an Ordinance amending ad valorem tax exemptions on residence homesteads

DATE: June 2, 2022

DEPARTMENT: City Council

PRESENTED BY: Consent Agenda - Scott Huizenga, Assistant City Manager, Administrative Services

INTRODUCTION/BACKGROUND:

Pursuant to Texas Tax Code Section 11.13, the City Council has the option to offer an ad valorem tax (property tax) exemption on residence homesteads, an exemption to residents aged 65 and over, and an exemption to residents qualifying as disabled under Texas Tax Code Section 11.13 (m)(I) as it currently exists or may be amended.

The City currently offers the following exemptions:

- \$5,000 exemption for residence homestead
- \$20,000 exemption for residents aged 65 and over if the owner is a full-time resident in the homestead.

On May 19, 2022, City Council passed and approved the first reading of an ordinance establishing the following ad valorem tax exemptions:

- Five thousand dollars (\$5,000) exemption for residence homesteads
- An amount equal to the greater of ten percent (10%) or fifty thousand dollars (\$50,000) exemption for residents aged 65 and over
- An amount equal to the greater of ten percent (10%) or fifty thousand dollars (\$50,000) exemption for residents qualifying as disabled

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Staff has presented different scenarios of tax exemptions and their impacts on revenue for the next ten years. By increasing the exemption to residents aged 65 and older, and adopting a new exemption for disabled persons, the tax burden of these residents would be reduced relative to other property owners in the City.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The estimated change in revenues to the City and proportional tax changes to qualifying over-65 and under-65 homesteads within the different scenarios are presented in the attached schedules.

The total revenue change over 10 years of an over-65 homestead exemption at the greater of 10% or \$50,000 is \$2.90 million, of which \$1.96 million would be new exemptions. The estimated change to an over-65 homestead would be a \$121 reduction in the first year and rising to \$173 by

year 10. The estimated change to a non-qualifying homestead would be an increase of \$72 in the first year increasing to \$102 by year 10.

The analyses assume annual property tax growth of 3.5%. The analyses also assume all other exemptions remain the same and property composition are held constant based on 2021 tax roll.

LEGAL ANALYSIS:

Ordinance approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda: I move to approve the second reading of an Ordinance amending ad valorem tax exemptions as follows:

- Five thousand dollars (\$5,000) exemption for residence homesteads
- An amount equal to the greater of ten percent (10%) or fifty thousand dollars (\$50,000) exemption for residents aged 65 and over
- An amount equal to the greater of ten percent (10%) or fifty thousand dollars (\$50,000) exemption for residents qualifying as disabled

AN ORDINANCE**AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH PROVIDING FOR AD VALOREM TAX EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS.**

WHEREAS, Section 11.13 (n) of the Texas Tax Code provides that the City Council as the governing body of the City may adopt an exemption from taxation of a portion of the appraised value of a resident's homestead; and

WHEREAS, the City Council desires to amend the adopted homestead exemptions pursuant to that provision of the Texas Tax Code for the tax year 2022 and all future years, unless revised.

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

SECTION 1. AD VALOREM EXEMPTIONS. The collection of the City of Fair Oaks Ranch property tax is based on the respective Appraisal Districts' certified appraised tax rolls and the following exemptions are authorized for the 2022 tax year and all years thereafter:

- a. Five Thousand Dollars (\$5,000) of the assessed value of all residence homesteads within the city limits of the City of Fair Oaks Ranch, Texas.
- b. The greater of Ten Percent (10%) or Fifty Thousand Dollars (\$50,000) of the assessed value of all residence homesteads of persons sixty-five (65) years of age or older, within the city limits of the City of Fair Oaks Ranch, Texas.
- c. The greater of Ten Percent (10%) or Fifty Thousand Dollars (\$50,000) of the assessed value of all residence homesteads of qualifying disabled persons, within the city limits of the City of Fair Oaks Ranch, Texas.

SECTION 2. SEVERABILITY. If any provision, section, subsection, clause or phrase of this Ordinance or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of City Council in adopting this Ordinance that no portion thereof or regulation contained herein, shall become inoperative or fail by reason of the unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 3. REPEALER CLAUSE. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that which is covered herein, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

PASSED on first reading this 19th day of May 2022.

PASSED, APPROVED, and ADOPTED on second reading this 2nd day of June 2022.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

Denton, Navarro, Rocha, Bernal and Zech,
City Attorney



CITY COUNCIL CONSENT AGENDA ITEM

CITY OF FAIR OAKS RANCH, TEXAS

June 2, 2022

AGENDA TOPIC: Approval of the second reading of an Ordinance adopting a tax freeze for qualifying disabled homesteads

DATE: June 2, 2022

DEPARTMENT: City Council

PRESENTED BY: Consent Agenda - Scott Huizenga, Assistant City Manager, Administrative Services

INTRODUCTION/BACKGROUND:

Pursuant to Texas Tax Code Section 11.13, the City Council has the option to offer a freeze (tax ceiling) commencing in Tax Year 2022 (FY 2023) for all homesteads within the City that are qualified as disabled.

This tax freeze would set a cap, or ceiling, on the amount of property taxes qualified homeowners will pay annually to the City of Fair Oaks Ranch. The taxes on these homes cannot exceed the ceiling as long as the current resident owns and lives in that home. However, if improvements are made to the home (other than normal repairs or maintenance), the tax ceiling could increase due the new additions.

Once the City enacts a tax freeze, it cannot be repealed in the future per the Texas Constitution.

On May 19, 2022, City Council passed and approved the first reading of an ordinance adopting a limitation on the ad valorem taxation of residence homestead of disabled individuals for tax years commencing in 2022.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Staff has presented different scenarios of tax freezes and their impacts on revenue for the next ten years. By adopting a freeze to disabled homesteads, the tax burden of these residents would be reduced relative to other property owners in the City.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The estimated change in revenues to the City and proportional tax changes to qualifying disabled and non-qualifying homesteads are shown in the attached schedules.

The total revenue change over 10 years of a disabled homestead freeze with current homestead exemptions is \$19,184. The estimated change to a disabled homestead would be a \$65 reduction in the first year and rising to \$670 by year 10. The estimated change to a non-qualifying homestead would be less than one dollar per year.

Those impacts would increase if combined with a Disabled Homestead Exemption.

The analyses assume annual property tax growth of 3.5%. The analyses also assume current exemptions and property composition are held constant based on 2021 tax roll.

ANALYSIS:

Ordinance approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda: I move to approve the second reading of an Ordinance adopting a limitation on the ad valorem taxation of residence homestead of disabled individuals for tax years commencing in 2022.

AN ORDINANCE

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH, TEXAS ADOPTING A LIMITATION ON THE AD VALOREM TAXATION OF RESIDENCE HOMESTEAD OF DISABLED INDIVIDUALS FOR TAX YEARS COMMENCING IN 2022; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Constitution has been amended to add a new Section 1-b(h) to Article VIII to provide a limitation on the amount of ad valorem taxes imposed on the residence homestead of disabled individuals and the Texas Legislature has accordingly amended Chapter 11 of the Texas Property Tax Code to add a new Section 11.261 to effectuate the provisions of this constitutional amendment; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch, Texas desires to adopt the limitation on such ad valorem taxes in accordance with provisions of Article VIII, Section 1-b(h) of the Texas Constitution and Section 11.261 of the Texas Property Tax Code as amended; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch, Texas desires that the tax freeze described herein shall be applied in addition to any applicable tax exemption.

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

PART 1. That the total ad valorem taxes imposed by the City of Fair Oaks Ranch, Texas on the residence homestead of qualifying disabled individuals shall not be increased to an amount which exceeds the total amount of ad valorem taxes imposed on that individual's residence homestead in tax year 2022, or the first year that individual qualified that residence homestead for the exemption provided by Section 11.13(c) of the Texas Property Code, whichever year is later. If the individual qualified that residence homestead for the beginning of that year and the residence remains eligible for the exemption for the next year, and if the taxes imposed on the residence homestead in the next year are less than the amount of taxes imposed in that first year, the taxes imposed may not be subsequently increased on the residence homestead above the amount imposed in the year immediately following the first year in which the individual qualified that residence homestead for the exemption. However, if an individual makes improvements to the individual's residence homestead, other than repairs and other than improvements required to comply with governmental requirements, the City may increase the amount of taxes on the homestead in the first year the value of the homestead is increased on the appraisal roll because of the enhancement of value by the improvements. The amount of the tax increase is determined by applying the current tax rate to the difference between the appraised value of the homestead with the improvements and the appraised value it would have had without the improvements. A limitation provided by this ordinance then applies to the increased amount of ad valorem taxes on the residence homestead until more improvements, if any, are made.

PART 2. The limitation granted herein shall expire if on January 1 of any tax year, (1) none of the owners of the structure who qualify for the exemption provided by Section 11.13(c) of the Texas Property Code for a disabled individual and who owned the structure when the limitation provided by this section first took effect is using the structure as a residence

homestead; or (2) none of the owners of the structure qualifies for the exemption provided by Section 11.13(c) of the Texas Property Code for a disabled individual. If an individual who qualifies for a limitation on ad valorem taxes under this ordinance dies, the surviving spouse of the individual is entitled to the limitation on the residence homestead of the individual if: (1) the surviving spouse is disabled or is 55 years of age or older when the individual dies; and (2) the residence homestead of the individual is the residence homestead of the surviving spouse on the date that the individual dies; and remains the residence homestead of the surviving spouse.

PART 3. The provisions of Section 11.261 of the Texas Property Tax Code applicable to limitations on ad valorem taxes to qualifying disabled individuals shall govern the administration, transfer, expiration, and application of the limitation granted in this ordinance.

PART 4. That should any section paragraph, sentence, subdivision, clause, phrase, or provision of this ordinance be adjudged or held unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the Ordinances of the City of Fair Oaks Ranch.

PART 5. That all provisions of the ordinances of the City of Fair Oaks Ranch in conflict with the provisions of this Ordinance be and the same are hereby repealed, and all other provisions of the ordinances of the City of Fair Oaks Ranch not in conflict with the provisions of this Ordinance shall remain in full force and effect.

PART 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides

PASSED and APPROVED on first reading this 19th day of May 2022.

PASSED, APPROVED AND ADOPTED on second reading the 2nd day of June 2022.

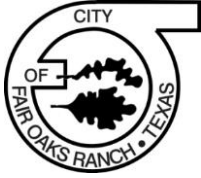
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

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



CITY COUNCIL CONSENT ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 2, 2022

AGENDA TOPIC: Approval of Council Member Bliss' absence from the July 7, 2022 Regular City Council Meeting.

DATE: June 2, 2022

DEPARTMENT: City Council

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

INTRODUCTION/BACKGROUND:

Council Member Bliss' absence from the July 7, 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:

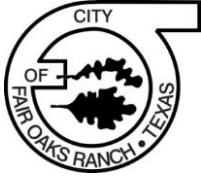
N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda - I move to approve Council Member Bliss' absence from the July 7, 2022 City Council Meeting.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 2, 2022

AGENDA TOPIC: Consideration and possible action electing a Council Member to serve as Mayor Pro-Tem until the next regular city election

DATE: June 2, 2022

DEPARTMENT: City Council

PRESENTED BY: Gregory C. Maxton, Mayor

INTRODUCTION/BACKGROUND:

Section 3.05 – Mayor Pro-Tem., of the Home Rule Charter states the following:

- A. The Mayor Pro-Tem shall be a Council Member elected by the City Council at the first regular City Council meeting following each regular City election.

This item was postponed until today's meeting due to the absence of one council member at the May 19th meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The Mayor Pro-Tem shall act as Mayor during the absence or disability of the Mayor.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to elect (insert council member name here) as Mayor Pro Tem.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

June 2, 2022

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Construction Agreement with Udelhoven, Inc. for the Wastewater Treatment Plant Sludge Dewatering Project; and approval of the first reading of an Ordinance amending the budget in support of said project

DATE: June 2, 2022

DEPARTMENT: Public Works

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

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch (the City) owns and operates a Wastewater Treatment Plant (WWTP) with a current permitted capacity of 0.5 million gallons per day (MGD). Although the plant has four (4) sludge drying beds, their use is labor intensive, they become less effective during winter and rainy weather, and they are the source of numerous nuisance odor and insect complaints due to close proximity with the surrounding neighborhood. The WWTP currently produces approximately 6,000 gallons per day (gpd) of liquid sludge, which is hauled to an offsite disposal facility at an annual cost of approximately \$300-350k, a significant portion of the utility annual operating budget. To help find a solution, several actions were taken over the past few years.

In April 2020, City Council approved a Professional Services Agreement with Murfee Engineering Co, Inc. to evaluate sludge management alternatives including various sludge processing equipment options. Their preliminary engineering report recommended a volute dewatering press be installed at our WWTP.

In April, 2021, City Council approved a Professional Services Agreement with Malone/Wheeler, Inc. for the design, permitting, bid and construction services for this project. Their contract also included a pilot study which successfully installed and tested a volute dewatering press at our WWTP.

Malone/Wheeler, Inc. recently completed all design documents and the City advertised an Invitation for Bids on April 13th. Bids were received on May 11th, 2022. In addition to the base bid, bidders were also asked to price two bid alternate items. Bid Alternate #1 was to provide a low-voltage (120V) electrical panel, rack structure and lighting for the dewatering press. Bid Alternate #2 was to provide a duplex sludge feed pump system to avoid wet hauling sludge in the future should the primary pump fail or be taken out of service for maintenance. City staff recommends inclusion of Bid Alternate #2 to increase system resiliency but not Bid Alternate #1 since the dewatering press is expected to be operated during working hours only. An electrical/lighting upgrade could be included in a future WWTP rehab or expansion project if needed. When considering the combined amount of the Base Bid and Bid Alternate #2, Udelhoven, Inc. was the lowest responsible bidder for this project. The following table summarizes the bids received:

Bidder	Base Bid	Bid Alt 1 (Electrical)	Bid Alt 2 (Duplex Pump)	Base + Bid Alt 2
Udelhoven, Inc.	\$997,925.43*	\$51,619.25	\$43,351.23	\$1,041,276.66
Associated Construction Partners, Ltd.	\$1,212,830.00	\$16,000.00	\$43,700.00	\$1,256,530.00
R.P. Constructors, Inc.	\$1,216,080.00	\$25,000.00	\$60,000.00	\$1,276,080.00
Shannon-Monk, Inc.	\$1,401,940.00	\$35,000.00	\$83,000.00	\$1,484,940.00

* Note this bid amount is slightly more than the amount shown on the contractor's pricing form included as Exhibit A of the draft Agreement. The discrepancy is likely due to rounding of the unit price by the contractor and does not result in a significant change (+\$1.50). In accordance with Instructions to Bidders provided during solicitation, if there are discrepancies between the unit and extended price, the unit price will prevail. The price shown here is based on the contractor's unit price and not extended price.

The City initially budgeted \$920,210 from the Wastewater Capital Fund (25-504-102) for this project this fiscal year, inclusive of construction and engineering services. The budget was reduced to \$868,279 to cover the cost of the WWTP Feasibility Study (separate contract). After accounting for design and bid phase expenditures, the current balance is \$780,775. A breakdown of the funds required is shown below:

- Construction Agreement \$1,041,276.66
- 5% Contingency \$52,063.83
- Engineering Services (Malone/Wheeler) \$34,797.93
- Engineering Support (GEC) \$4,360.00
- Total \$1,132,498.42

This project was originally considered to be funded by American Rescue Plan funds. Accordingly, additional funds in the amount of \$351,725 can be used to cover the cost of this construction agreement, 5% contingency and projected engineering costs. 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 (CIP# 4.1R).
- Eliminates approximately \$300-350k in annual wet sludge hauling costs, representing a return of investment of under 4 years.
- Eliminates use of sludge drying beds which are the source of most odor complaints
- Dewatering press equipment and shelter are relocatable and could be utilized at a new site depending on the outcome of the WWTP Study
- Complies with Competitive Procurement Requirements

LONGTERM FINANCIAL & BUDGETARY IMPACT:

This capital investment eliminates approximately \$300-350k in annual wet sludge hauling costs, representing a return of investment of under 4 years.

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 in the amount of \$1,041,276.66 with a 5% contingency in the amount of \$52,063.84, for a total value not to exceed \$1,093,340.50 and to approve the first reading of an Ordinance amending the FY21-22 Budget.

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 Udelhoven, Inc. ("Contractor").

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

Section 4. Time of Completion.

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before 200 calendar days after a Notice to Proceed.

Section 5. Insurance.

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

Section 6. Miscellaneous Provisions.

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

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

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

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

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

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

Section 7. Termination.

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Multiyear contract. "The Parties acknowledge and agree that Article 11, Sections 5 and 7 of the Texas Constitution prohibits municipalities from incurring debt beyond its current budget year without first providing for a 2% percent sinking fund. As this Agreement provides for payment not to exceed the City's fiscal year budget, the Parties hereby agree that: **notwithstanding any provision of this Agreement to the contrary the City's obligation to make payment on this Agreement shall terminate according to Section 8 of this agreement. Should City Council fail to provide such funding, the City shall have no further financial obligation under this agreement after September 30th of the required year, and the Contractor shall have no further obligation under this Agreement save and except its obligation to complete all work for which payment was made by City.** It is City Council's intent to use its best efforts to obtain and appropriate funds for payment.

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

Udelhoven, Inc.
Attn: Scott Selzer
1210 FM 537
Floresville, TX 78114

Exhibit “A”
SCOPE OF SERVICES

City of Fair Oaks Ranch
WWTP Sludge Dewatering

Procurement and Contracting Requirements
Section 006273 - Schedule of Values

SECTION 00 62 73
SCHEDULE OF VALUES

Revised 5/5/22

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
GENERAL					
1	Mobilization (Max 15%)	1	LS	\$ 138,336.40	\$138,336.40
2	Erosion Control	1	LS	\$ 10,526.94	\$10,526.94
3	Site Restoration	1	LS	\$ 5,573.09	\$5,573.09
SUBTOTAL					\$154,436.43
SITE IMPROVEMENTS					
4	Asphalt Demolition	70	SY	\$ 27.54	\$1,927.70
5	Concrete Pavement	6.5	CY	\$ 668.00	\$4,341.99
6	Sludge Feed System Concrete Pads	3.5	CY	\$ 1,481.14	\$5,184.00
7	Dewatering System Foundation	24	CY	\$ 965.35	\$22,685.63
SUBTOTAL					\$34,139.31
YARD PIPING					
8	Trenching and Backfilling	338	LF	\$ 56.15	\$18,977.60
9	6-IN PVC	110	LF	\$ 262.76	\$28,903.80
10	4-IN PVC	64	LF	\$ 111.18	\$7,115.69
11	2-IN PVC	132	LF	\$ 56.83	\$7,501.06
12	1-IN PVC	32	LF	\$ 163.60	\$5,235.14
13	Tie Into Existing Lift Station	1	LS	\$ 743.02	\$743.02
14	Cut & Tie Into Existing 6-IN PVC	2	EA	\$ 612.59	\$1,225.19
15	Cut & Tie Into Existing 1-IN PVC	1	EA	\$ 436.46	\$436.46
16	6-IN Knife Gate Valve	5	EA	\$ 944.20	\$4,721.02
17	4-IN Knife Gate Valve	1	EA	\$ 380.21	\$380.21
18	Pressure Testing	1	LS	\$ 4,458.47	\$4,458.47
SUBTOTAL					\$79,697.65
SLUDGE FEED SYSTEM					
19	Polyethylene Tank + Appurtenances	1	LS	\$ 13,306.53	\$13,306.53
20	Mixer	1	LS	\$ 38,293.30	\$38,293.30
21	Mixer Support Brace	1	LS	\$ 5,263.47	\$5,263.47
22	Sludge Feed Pump Station	1	LS	\$ 44,556.84	\$44,556.84
SUBTOTAL					\$101,420.14
RESIDUAL DEWATERING SYSTEM					
23	Dewatering Unit	1	LS	\$ 280,122.45	\$280,122.45
24	Conveyor	1	LS	\$ 51,272.40	\$51,272.40
25	Polymer Blending and Feed Equipment	1	LS	\$ 35,264.60	\$35,264.60
26	Platform	1	LS	\$ 83,904.09	\$83,904.09
27	Canopy	1	LS	\$ 63,805.01	\$63,805.01
28	Pipe Bollard	8	EA	\$ 1,319.07	\$10,552.53
29	Liquid Haul Quick Connect	1	LS	\$ 1,590.80	\$1,590.80

City of Fair Oaks Ranch
WWTP Sludge Dewatering

Procurement and Contracting Requirements
Section 006273 - Schedule of Values

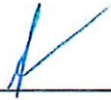
SUBTOTAL					\$526,511.88
ELECTRICAL AND CONTROLS					
30	Electrical System	1	LS	\$ 101,718.51	\$101,718.51
SUBTOTAL					\$101,718.51
TOTAL					\$997,923.93
ADD ALTERNATE ITEMS					
AD-1	Low-voltage Electrical Improvements	1	LS	\$ 51,619.25	\$51,619.25
AD-2	Duplex Sludge Feed Pump Station	1	LS	\$ 43,351.23	\$43,351.23
SUBTOTAL					\$94,970.47
TOTAL					\$94,970.47

SUBSTITUTIONS					
S-1		1	LS	\$ -	\$0.00
S-2		1	LS	\$ -	\$0.00
S-3		1	LS	\$ -	\$0.00
S-4		1	LS	\$ -	\$0.00
SUBTOTAL					\$0.00

Udelhoven, Inc. Acknowledges Addendums 1 and 2 with this bid.

Company: Udelhoven, Inc.

Authorized Company Representative: Scott Selzer

Signature: 

Date: 5/11/22

Attest:  Timothy Jacques, Corporate Secretary

Schedule of Values

006273 - 2

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2022
Item #15.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1031 W 4th Ave, Suite 400 Anchorage, AK 99501 907 276-5617		CONTACT NAME: Skye M. Huls PHONE (A/C, No, Ext): 907-257-6352 E-MAIL ADDRESS: skye.huls@marshmma.com		FAX (A/C, No):
INSURED Udelhoven, Inc. 1210 FM537 Floresville, TX 78114		INSURER(S) AFFORDING COVERAGE INSURER A : Crum & Forster Specialty Insurance Co INSURER B : Zurich American Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 44520 16535

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1M Prof Liability <input checked="" type="checkbox"/> \$1M Contr Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	EPK139193	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP019224406	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	EFX120062	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	WC019224506	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Fair Oaks Ranch; WWTP Sludge Dewatering Project; Construction Agreement 10-22-21;
Where required by written contract, Certificate Holder is an Additional Insured on the General Liability, Auto Liability and Excess policies, subject to the terms, conditions and limitations of said policies and the additional insured endorsement.
Where required by written contract, Waiver of Subrogation in favor of Certificate Holder applies to the (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Fair Oaks Ranch
Attn: Clayton Hoelscher
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Skye Huls

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DESCRIPTIONS (Continued from Page 1)

Item #15.

General Liability, Auto Liability, Excess and Workers Comp policies subject to the terms, conditions and limitations of said policies and the Waiver of Subrogation endorsement.

It is further agreed that, where required by written contract, such insurance as is afforded the Certificate Holder shall be primary and non-contributory with any other insurance in force for or which may be purchased by the Certificate Holder.

A 30 Day Notice of Cancellation Endorsement has been added to the General Liability, Auto Liability, and Workers Comp policies in favor of the Certificate Holder.



ADDITIONAL REMARKS SCHEDULE

Item #15.

Page 2 of 2

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Udelhoven, Inc.
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80.

**CRUM & FORSTER**
A FAIRFAX COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section III – Who Is An Insured within the **Common Provisions** is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory.

- B.** We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C.** This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



ZURICH®

Coverage Extension Endorsement – Liability Only - Alaska

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the Limits of Insurance shown in the Declarations.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By _____

AN ORDINANCE

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

WHEREAS, in April 2021 City Council approved a Professional Services Agreement for the design, permitting, bid and construction services for a Wastewater Treatment Plant Sludge Dewatering project, and,

WHEREAS, the project bids came in higher than the budgeted amount; and,

WHEREAS, additional funds from the Wastewater Capital Improvements Plan unallocated fund balance can cover the cost increase; and,

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; and,

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; 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 amendment as shown in **Exhibit A**; and,

WHEREAS, the City Council finds the need to increase appropriations to cover the cost of the Wastewater Treatment Plant Sludge Dewater project warranting a budget amendment detailed in the attachment.

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 June 16, 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 2nd day of June 2022.

PASSED, APPROVED AND ADOPTED on second reading the 16th day of June 2022.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

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

EXHIBIT A

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

Proposed Increases to Budgeted Expenditures				
Dep't	Acct #	Acct Name	Item	Amount
Wastewater CIP	25-504-102	Solids Handling	WW Treatment Plant Sludge Dewatering Project	\$ 351,725
Total Proposed Expenditure Increases				\$ 351,725

[illegible][illegible]



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 2, 2022

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Construction Agreement with Stripe It Up, LLC for sealcoating in support of the City's Annual Street Maintenance Program

DATE: June 2, 2022

DEPARTMENT: Public Works

PRESENTED BY: Clayton Hoelscher, Procurement Manager
 Julio Colunga, Assistant Director of Public Works

INTRODUCTION/BACKGROUND:

The 2022 Annual Street Maintenance Plans include 102,331 square yards of fog seal application. Fog seal is a single application of emulsified asphalt to an existing asphalt surface. This treatment is meant to renew weathered asphalt, improve appearance, seal minor cracks and surface voids, as well as prevent moisture from penetrating into the existing asphalt. Treating streets with this application can help prolong the pavement life and prevent more extensive repairs in the future. The streets receiving this application are detailed in the Project Maps included in the Agreement.

To support this effort, the City advertised an Invitation for Bids on April 28th. Bids were received on May 13th. Stripe It Up, LLC was the lowest responsible bidder for this project. The following bids were received:

Bidder	Amount
Stripe It Up, LLC	\$173,983.16*
Straight Line Management	\$241,125.00
Ace Co	\$245,931.10

* Note this bid amount is slightly less than the amount shown on the contractor's pricing form included as **Exhibit A** of the draft Agreement. The discrepancy is likely due to rounding of the unit price by the contractor and does not result in a significant change (-\$81.84). In accordance with Instructions to Bidders provided during solicitation, if there are discrepancies between the unit and extended price, the unit price will prevail. The price shown here is based on the contractor's unit price and not extended price.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Strategic Action Plan items for Responsible Growth Management and Reliable and Sustainable Infrastructure.
- Complies with Competitive Procurement Requirements

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$1,000,000 under Street Maintenance (01-642-254) for this year's Annual Street Maintenance Program. This budget will cover the fog seal component of the Program.

LEGAL ANALYSIS:

The Contractor will be required to sign and adhere to the City's Standard Construction Agreement prior to the commencement of work.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Construction Agreement with Stripe It Up, LLC in the amount of \$173,983.16 with a 5% contingency in the amount of \$8,699.16 for a value not to exceed \$182,682.32.

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 Stripe It Up, 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 September 30th, 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

Stripe It Up, LLC
Attn: Zach Alfier
11675 Jollyville Road, Ste. 150
Austin, TX 78759

Exhibit “A”
SCOPE OF SERVICES

**CITY OF FAIR OAKS RANCH
FY21-22 SEALCOATING PROJECT (RE-BID)
PRICING FORM**

Bid Item	Unit Price	Extended Price
----------	------------	----------------

Mobilization

	\$ <u>34,813</u> /ls	\$ <u>34,813</u>
--	----------------------	------------------

Includes mobilization and cost for any required Payment and/or Performance Bonds

Sealcoating

102,331 square yards

	\$ <u>1.36</u> /sy	\$ <u>139,252</u>
--	--------------------	-------------------

This includes pricing for the streets listed as "Fog Seal" and "Fog Seal/Raised Pavement Markers" in the plans titled "Fair Oaks Ranch Pavement Restoration", dated 3/10/2022. Pricing does not include installation of striping or new markings.

Total Bid Amount

	\$ <u>174,065</u>	
--	-------------------	--

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:

Stripe It Up, LLC

AUTHORIZED COMPANY REPRESENTATIVE

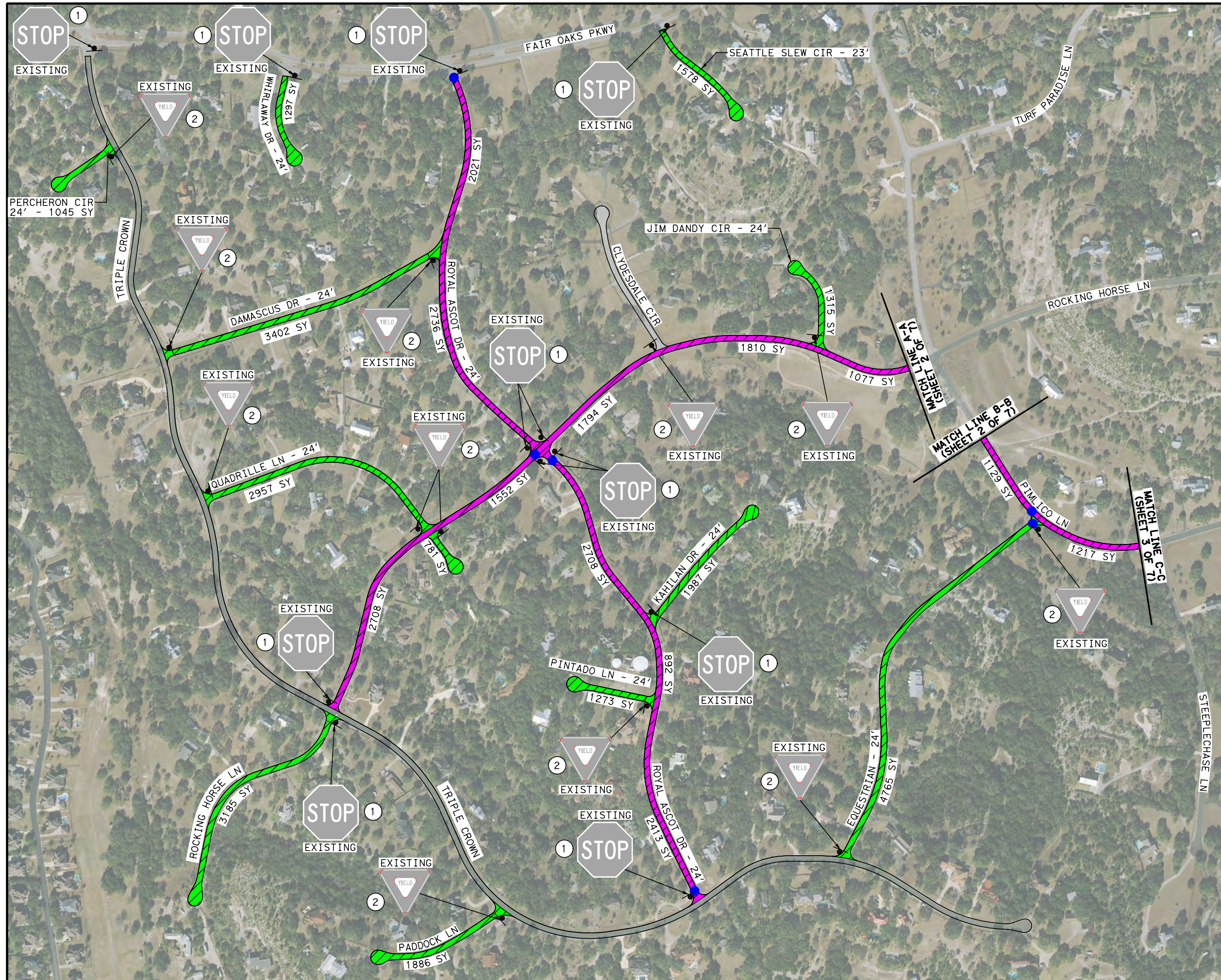
Zach Alfier

SIGNATURE:



DATE

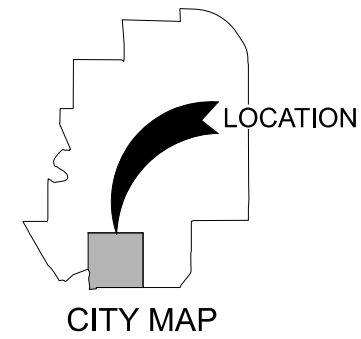
5/12/2022



0 200 400
SCALE: 1"=400'

LEGEND

- FOG SEAL
- FOG SEAL/RAISED PAVEMENT MARKERS
- EXISTING SIGN TO REMAIN PROPOSED 24" STOP BAR
- EXISTING YIELD TO REMAIN
- PROPOSED TY II-B-B RAISED PAVEMENT MARKER LOCATIONS



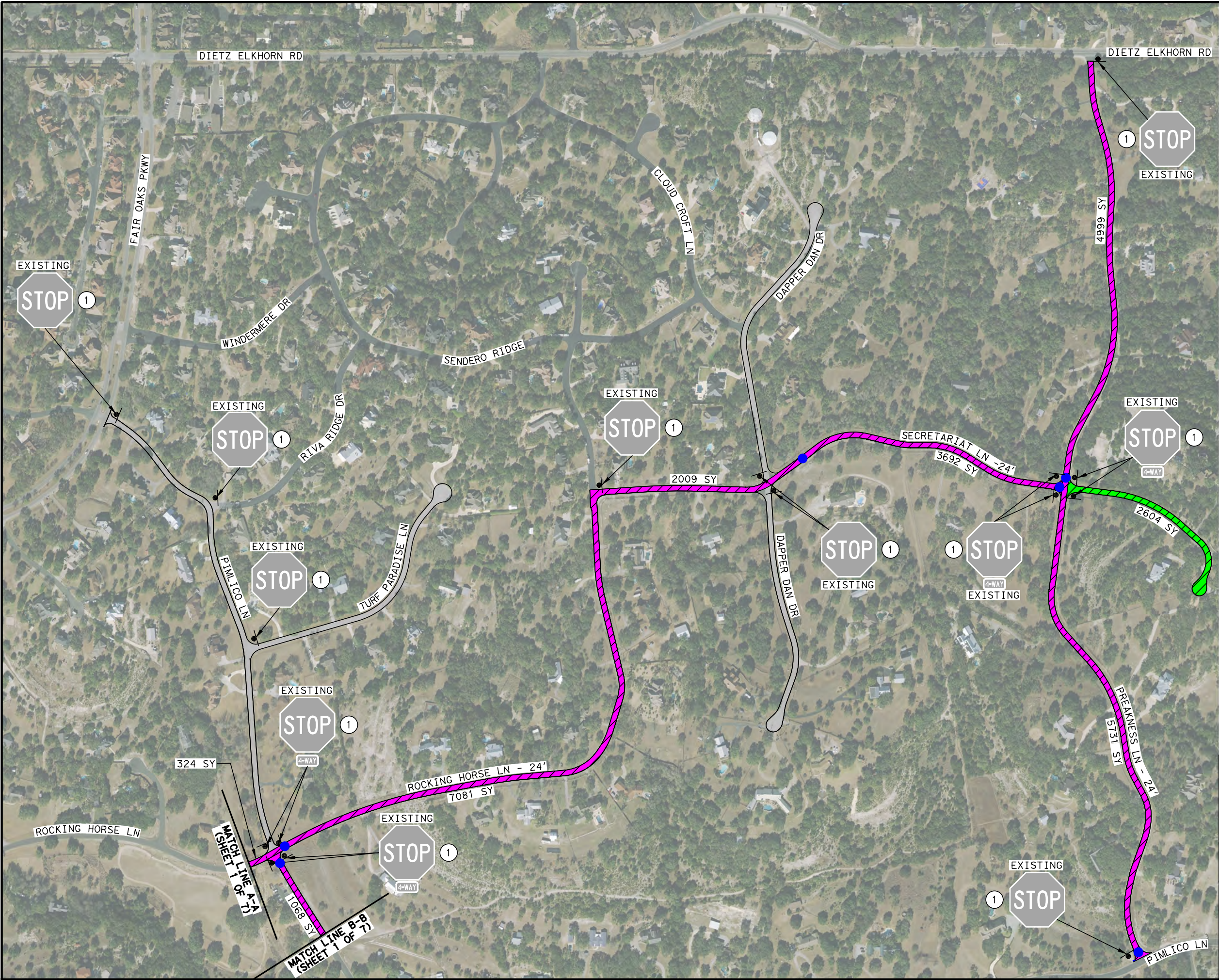
- NOTES:
1. RPM'S 20' SPACING ON CURVES AND 30' SPACING ON STRAIGHT AWAYS.
 2. FOR SPACING OF CHEVRONS FOLLOW TXDOT STANDARD D & OM(3)-20.
 3. FOR STOP LINE PLACEMENT FOLLOW TXDOT STANDARD PM(4)-20.



Legacy Engineering Group, PLLC
7800 W Interstate 10, Ste. 830, San Antonio, Texas 78230, 210.493.3700
TBPE Firm Registration No. 20623

**FAIR OAKS RANCH
PAVEMENT RESTORATION
(FOG SEAL)**

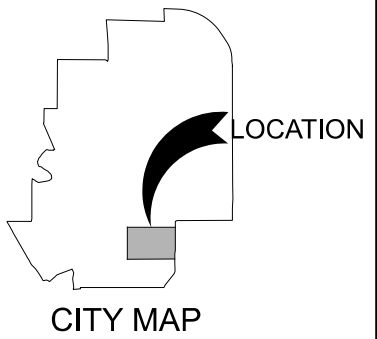
					SHEET 1 OF 7	
FED. RD. DIV. NO.		PROJECT NO.				SHEET
6		-				4
STATE		DIST.		COUNTY		
TEXAS		SAT		BEXAR, COMAL, & KENDALL		
CONT.		SECT.		JOB		ROADWAY
-		-		-		VARIOUS
						Page 79



0 200 400
SCALE: 1"=400'

LEGEND

- FOG SEAL
- FOG SEAL/RAISED PAVEMENT MARKERS
- EXISTING SIGN TO REMAIN PROPOSED 24" STOP BAR
- EXISTING YIELD TO REMAIN
- PROPOSED TY II-B-B RAISED PAVEMENT MARKER LOCATIONS



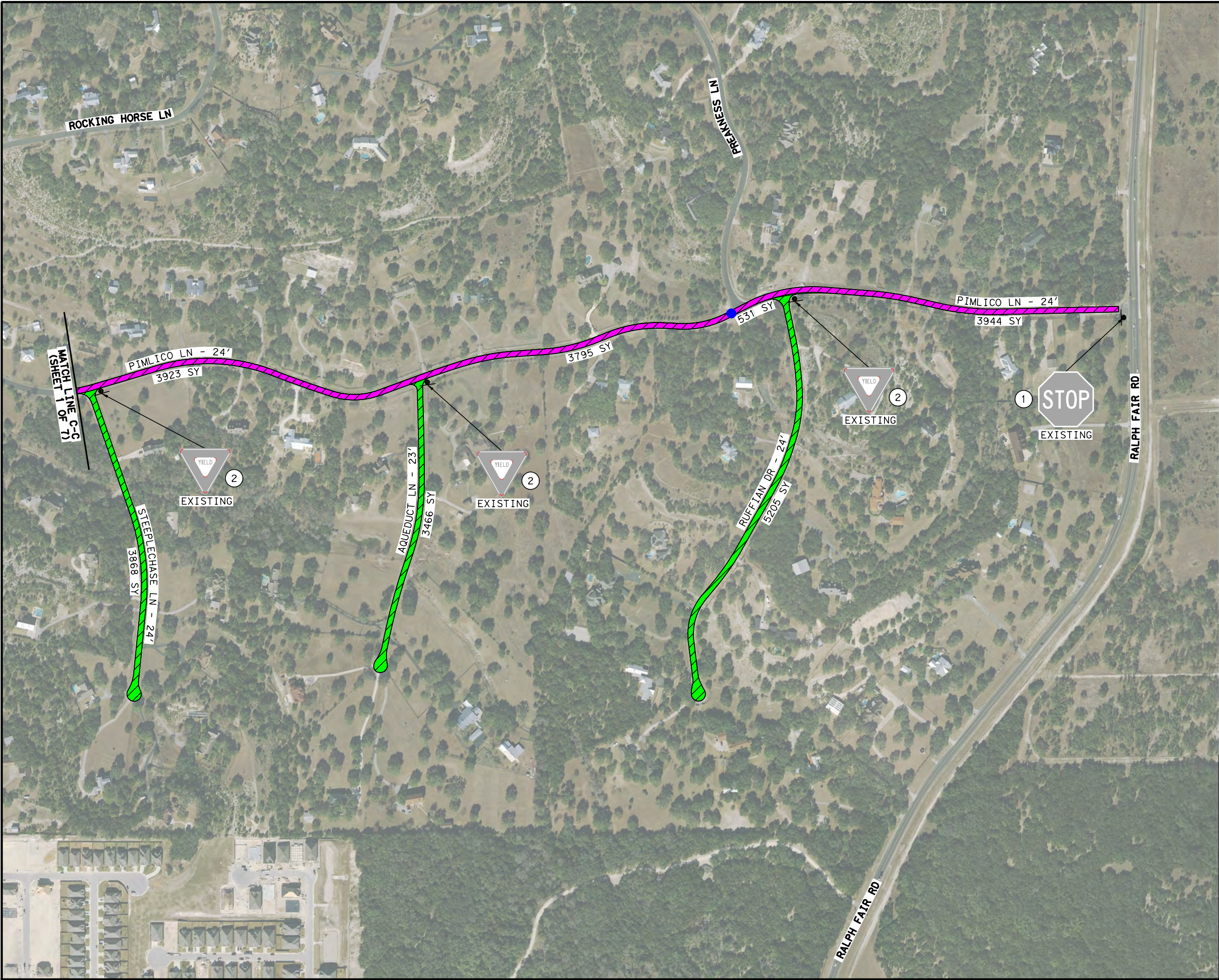
- NOTES:
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LEGACY ENGINEERING GROUP

Legacy Engineering Group, PLLC
7800 W Interstate 10, Ste. 830, San Antonio, Texas 78230, 210.493.3700
TBPE Firm Registration No. 20623

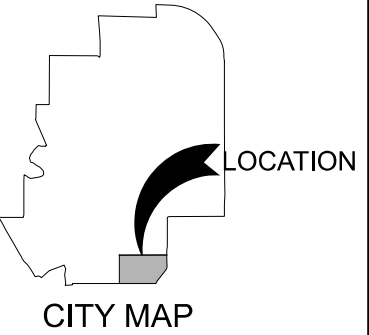
**FAIR OAKS RANCH
PAVEMENT RESTORATION
(FOG SEAL)**

FED. RD. DIV. NO.		PROJECT NO.		SHEET
6		-		5
STATE	DIST.	COUNTY		
TEXAS	SAT	BEXAR, COMAL, & KENDALL		
CONT.	SECT.	JOB	ROADWAY	
-	-	-	VARIOUS	



LEGEND

- FOG SEAL
- FOG SEAL/RAISED PAVEMENT MARKERS
- EXISTING SIGN TO REMAIN PROPOSED 24" STOP BAR
- EXISTING YIELD TO REMAIN
- PROPOSED TY II-B-B RAISED PAVEMENT MARKER LOCATIONS



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LEGACY
ENGINEERING GROUP

Legacy Engineering Group, PLLC
7800 W Interstate 10, Ste. 830, San Antonio, Texas 78230, 210.493.3700
TBPE Firm Registration No. 20623

FAIR OAKS RANCH

PAVEMENT RESTORATION
(FOG SEAL)

FED. RD. DIV. NO. 6

STATE TEXAS

CONT. -

DIST. SAT

SECT. -

PROJECT NO. -

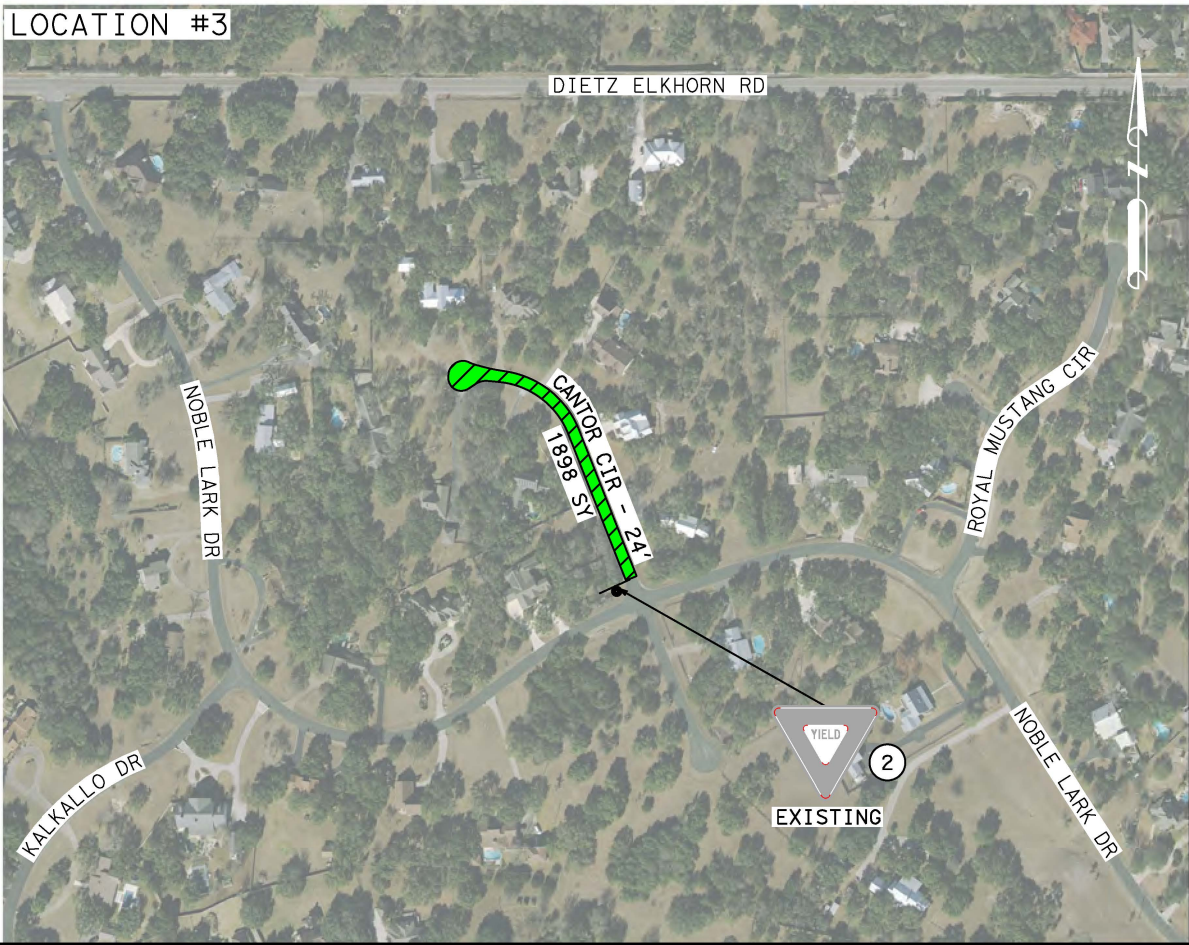
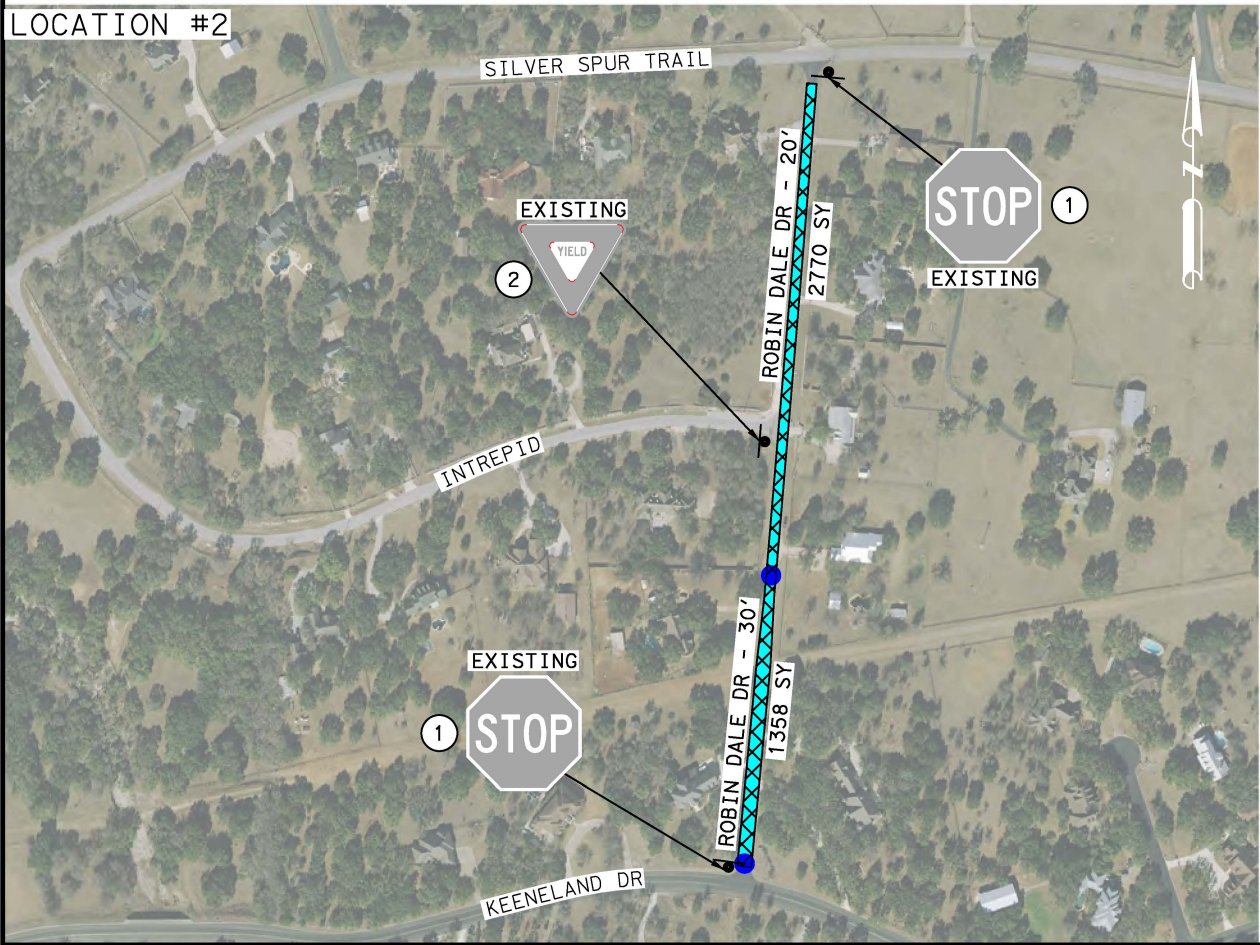
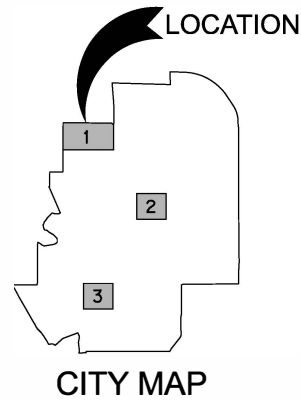
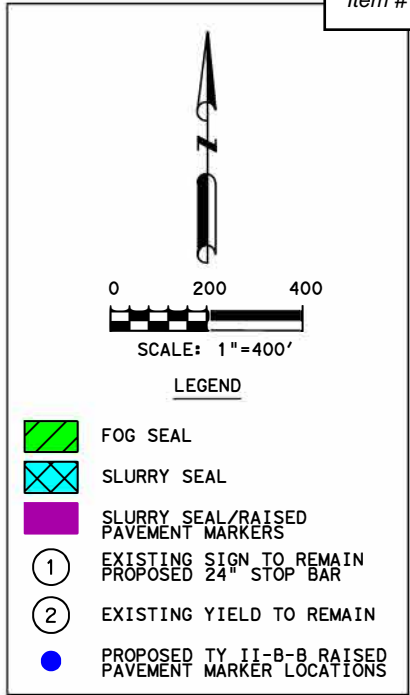
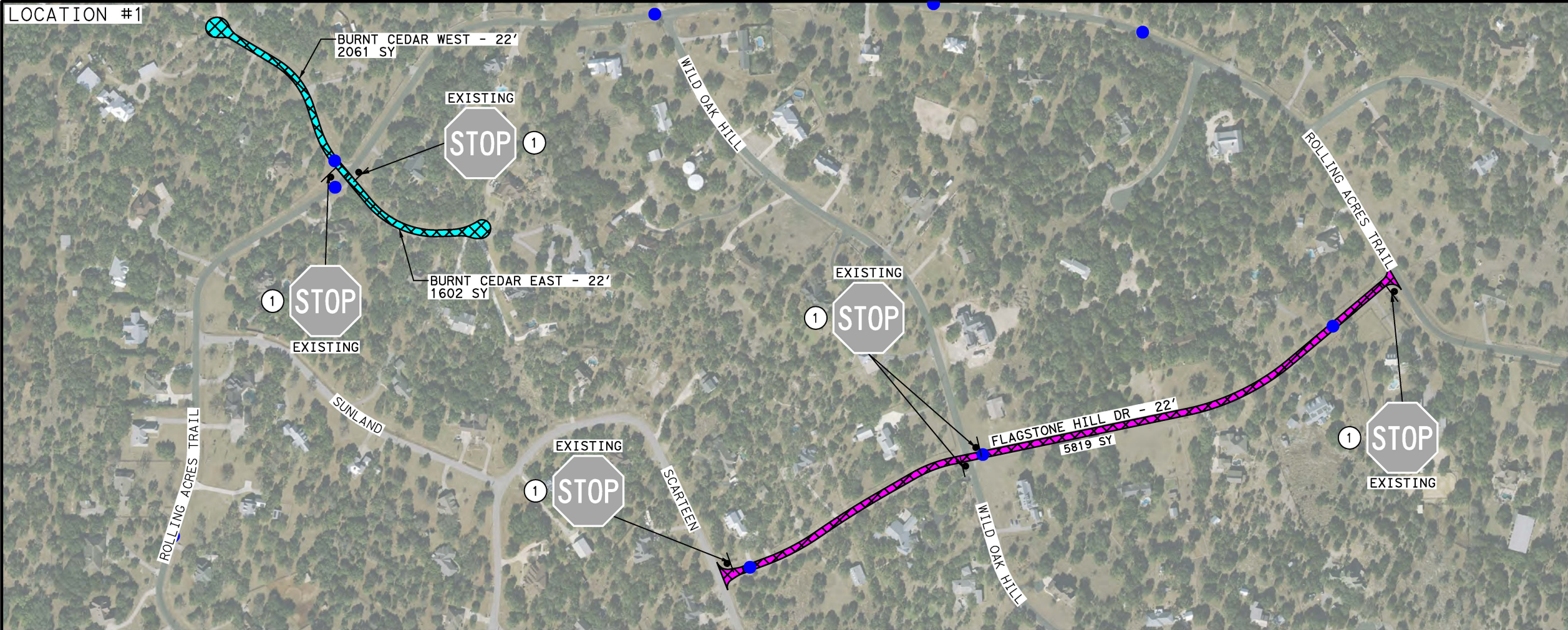
COUNTY BEXAR, COMAL, & KENDALL

ROADWAY VARIOUS

SHEET 3 OF 7

SHEET 6

Page 81



- NOTES:
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 3. FOR STOP LINE PLACEMENT FOLLOW TXDOT STANDARD PM(4) -20.



Legacy Engineering Group, PLLC
7800 W Interstate 10, Ste. 830, San Antonio, Texas 78230, 210.493.3700
TBPE Firm Registration No. 20623

FAIR OAKS RANCH

PAVEMENT RESTORATION
(FOG & SLURRY SEAL)

FED. RD. DEV. NO.		PROJECT NO.		SHEET
6				9
STATE	DIST.	COUNTY		
TEXAS	SAT	BEXAR, COMAL, & KENDALL		
CONT.	SECT.	JOB	ROADWAY	
-	-	-	VARIOUS	

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)
05/20/2022

Item #16.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waterloo Insurance 3825 Bee Caves Austin TX 78746-	CONTACT NAME: admin@waterloo-ins.com PHONE (A/C, No, Ext): (512)605-1086 FAX (A/C, No): (512)327-3495 E-MAIL ADDRESS: admin@waterloo-ins.com
INSURED Stripe It Up LLC; Stripe It Up San Antonio, LLC 11675 Jollyville Rd., Ste 150 Austin TX 78725-	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: FCCI Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22945 10178

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CPP100042290-03	03/24/2022	03/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA100042291-03	03/24/2022	03/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	UMB100042293-03	03/24/2022	03/24/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0002045901	03/24/2022	03/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased / Rented Equipment			CPP100042290-03	03/24/2022	03/24/2023	Equipment Limit \$100,000 Catastrophe Limit \$200,000 Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability contains Blanket Additional Insured for Owners, Lessees, or Contractors in favor of the Certificate Holder when required by written contract. Coverage is Primary & Non-Contributory.

General Liability contains Blanket Waiver of Subrogation in favor of the Certificate Holder when required by written contract.

Umbrella contains Blanket Waiver of Subrogation in favor of the Certificate Holder when required by written contract.

Auto Policy contains Blanket Additional Insured and Blanket Waiver of Subrogation in favor of the Certificate Holder when required by written contract.

Workers Policy contains Blanket Waiver of Subrogation in favor of the certificate holder when required by written contract.

Umbrella policy is follow form.

Equipment Limit -- The most "we" pay for any one piece of equipment that is leased or rented from others is: \$100,000; Catastrophe Limit -- The most "we" pay in any one occurrence for loss to equipment leased or rented from others is: \$200,000; Deductible Amount: \$1,000, Actual Cash Value Valuation

CERTIFICATE HOLDER**CANCELLATION**

AI 001759

City of Fair Oaks Ranch
Attn: Clayton Hoelscher, Procurement Manager
7286 Dietz Elkhorn
Fair Oaks Ranch TX 78015-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

June 2, 2022

AGENDA TOPIC: Consideration and possible action regarding the programmed expiration of the city's exclusive franchise agreement with Republic Services for the collection, hauling, and disposal of residential garbage and refuse waste in the City of Fair Oaks Ranch

DATE: June 2, 2022

DEPARTMENT: Public Works

PRESENTED BY: Carole Vanzant, CPM, TRMC, Assistant City Manager, Public Works & Engineering Services

INTRODUCTION/BACKGROUND:

The purpose of this agenda item is to receive direction from City Council regarding the programmed expiration (September 30, 2022) of the city's exclusive franchise agreement for the collection, hauling, and disposal of residential garbage and refuse waste with Republic Services. Primary options to consider include the following:

- Direct staff to exercise the city's option to renew the current agreement, inclusive of negotiating enhancements.
- Direct staff to solicit proposals (RFP's) for solid waste collection services with the goal of advancing a new long-term contract/franchise agreement coinciding with the FY 22-23. Please note cities are not required to solicit proposals for solid waste collection and disposal services.
- Direct staff to negotiate a new agreement with a specific service provider.

By way of background, a common best practice among cities is an exclusive solid waste collection, disposal, and recycling system. It provides several benefits inclusive of decreased cost of service, less impact (wear & tear) on streets, reduction in the number of collection vehicles, and increased accountability. Section 364 of the State of Texas Health & Safety Code authorizes a municipality to grant a franchise for solid waste collection and disposal. Article 13.02 of the Fair Oaks Ranch Code of Ordinances - Solid Waste establishes the City's program of service as authorized by the State of Texas.

Historical Perspective

- The City of Fair Oaks Ranch executed a 5-year franchise agreement with Republic Services in 2005.
- The agreement was extended in 2010 for an additional 5-years and again in 2015 and 2016 for 1-year terms respectively.
- In 2017, City Council directed staff to solicit proposals for solid waste collection services. The city received three proposals.

Current Agreement

- On October 1, 2017, the City entered into a five-year agreement, or exclusive franchise with BFI Waste Services of Texas, LP d/b/a Allied Waste Services of San Antonio//Republic Services of San Antonio for the collection, hauling and disposal of solid waste for residential properties in the city (see attachment).

- Key differentiators driving the selection to contract with Republic Services in 2017 included but was not limited to the following:
 - Reduced monthly rate for the citizens without extra containers (< 1/3 have extra carts).
 - Inclusion of an annual household hazardous waste community event (new service) with Republic Services.
 - No subbing of operations; 100% performed by Republic Services.
 - Twice per year bulk/brush pick-up, inclusive of new operational efficiencies (lessons learned) within defined sectors, proactive public outreach, and a staging area provided by Republic Services.
 - Enhanced education/community outreach inclusive of additional mailers, smart technology (Apps) and web site push/partnership.
 - Proven safety and customer care program.
 - Institutional knowledge of our community with proven performance history and in-kind services.
 - Minimal transition and interruption.
- The agreement is set to expire on September 30, 2022, but prescribes the following renewal option:
 - *“The City, at its sole discretion, shall have the option to renew this Agreement for up to two (2) additional two (2) year terms. There is no guarantee to the Contractor that the city will exercise this option to continue this Agreement beyond the initial five-year period. Both parties, in writing, shall agree to each extension”*

Next Steps

- Republic Services has notified the city of their interest in exercising the first option to renew the agreement for two years. *Staff shares a mutual interest and recommends the city exercise its right to renew the agreement for another two-years.*
- If City Council decides to advance efforts to renew the current agreement, staff will work with Republic Services and Legal to solidify terms and conditions. An amended agreement will be brought back to Council for consideration and possible action.
- Staff’s recommendation to move forward with renewal efforts is based on the following:
 - The advantage of renewing our agreement includes seamless continued service and established base service rates for two years.
 - Republic Services has offered to increase their annual Household Hazardous Waste contribution from \$20,000 to \$25,000.
 - Overall performance of Republic Services, including covering historical shortages associated with the annual Household Hazardous Waste Collection event and waiving the 2019 service rate increase:

Household Hazardous Waste Collection

Event Year	2018	2019	2020	2021
Total Cost of Event	\$92,300	\$32,494	\$43,897	\$39,840
Republic Services Commitment	\$20,000	\$20,000	\$20,000	\$20,000
City of Fair Oaks Ranch Commitment	\$10,000	\$10,000	\$10,000	\$10,000
Shortage	-\$62,300	-\$2,494	-\$13,897	-\$9,840

Service Rates

	Service Monthly Rate	CPI	% Increase	Eligible New Rate
Oct-17	20.05			
Oct-18	20.05	3.17%	1.03	20.65
Oct-19	20.65	3.70%	1.03	21.27
Oct-20	20.65	2.92%	1.0292	21.25
Oct-21	21.25	2.92%	1.0292	21.87

Section 5 of the Agreement states, "Rates may increase using the most recently trailing 12 months average CPI compared to the 12 months preceding. The annual rate adjustment will be the lesser of the CPI index or 3%."

- Allow for one bulk/brush pile vs two separate piles.
- Allow for twice a year pick up of city spoils.
- Effectively addressing customer issues:
 - i. Missed services typically resolved by end of day or the following morning.
 - ii. Placing a storage area at City Hall for quicker delivery of bins to new customers.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A as service cost is paid by customers.

LEGAL ANALYSIS:

TBD subject to Council direction

RECOMMENDATION/PROPOSED MOTION:

Option 1 (staff's recommendation):

I move to direct staff to exercise the city's option to renew the current agreement, inclusive of negotiating enhancements.

Option 2:

I move to direct staff to solicit proposals (RFP's) for solid waste collection services with the goal of advancing a new long-term contract/franchise agreement coinciding with the FY 22-23.

Option 3:

I move to direct staff to negotiate a new agreement with (insert name of specific service provider here).

ORDINANCE 2017-06

OF THE CITY OF FAIR OAKS RANCH CITY COUNCIL APPROVING AN EXCLUSIVE FRANCHISE AGREEMENT WITH REPUBLIC SERVICES FOR THE COLLECTION, HAULING, AND DISPOSAL OF RESIDENTIAL GARBAGE AND REFUSE WASTE IN THE CITY OF FAIR OAKS RANCH, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, PROVIDING A SEVERABILITY AND A REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined that it would be in the best interest of the citizens of the City and, would promote the health, safety and general welfare of the inhabitants of said City to contract with Republic Services to provide for the collection, removal and disposal of garbage and refuse waste in the City of Fair Oaks Ranch; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined that such an Agreement is necessary to preserve or protect the public health of the citizens of Fair Oaks Ranch, Texas.

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

SECTION I. AGREEMENT APPROVED.

The "*Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Residential Garbage and Refuse Waste in the City of Fair Oaks Ranch, Texas*" (hereinafter the "Agreement"), attached hereto, upon execution, as **Exhibit "A"** and incorporated herein for all purposes, is hereby approved.

SECTION II. CITY MANAGER AUTHORIZED.

The City Manager is hereby authorized, on behalf of the City, to execute the Agreement in substantial form as **Exhibit "A"**, and such other ancillary instruments and documents as may be reasonably necessary to effectuate the intent of this Ordinance.

SECTION III. SEVERABILITY.

If for any reason any section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a Court of competent jurisdiction it shall not affect any other section, paragraph, subsection, clause, phrase, work or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subsection, clause, phrase, work, or provision hereof be given full force and effect for its purpose.

SECTION IV. REPEAL.

All ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

SECTION V. EFFECTIVE DATE.


This ordinance shall be effective upon passage, approval, and adoption.

PASSED on first reading this 3rd day of August, 2017.

PASSED, APPROVED and ADOPTED on second reading this the 17th day of August, 2017.


Garry Manitzas, Mayor

Attest:


Christina Picioccio, City Secretary

Approved as to Form:

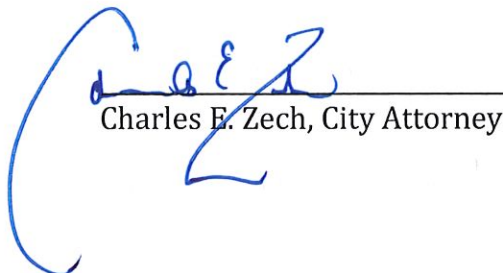

Charles E. Zech, City Attorney

Exhibit A

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
RESIDENTIAL GARBAGE AND REFUSE WASTE
IN THE CITY OF FAIR OAKS RANCH, TEXAS**

STATE OF TEXAS

COUNTY OF KENDALL

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of August 17, 2017, by and between BFI Waste Services of Texas, LP, d/b/a Allied Waste Services of San Antonio//Republic Services of San Antonio (the "Contractor"), and the City of Fair Oaks Ranch, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Contractor the exclusive franchise, license and privilege to collect, haul and dispose of Residential Garbage and Refuse, Brush and Bulky items, Wastewater Sludge and Screenings (as such terms are defined herein individually and collectively referred to a "Municipal Solid Waste") within the City's corporate limits.

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

SECTION 1. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Contractor, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

SECTION 2. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2017 and concluding on September 30, 2022.

The City, at its sole discretion, shall have the option to renew this Agreement for up to two (2) additional two (2) year terms. There is no guarantee to the Contractor that the City will exercise this option to continue this Agreement beyond the initial five year period. Both parties, in writing, shall agree to each extension.

SECTION 3. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Brush And Bulky Items - Brush includes personally-trimmed and severed parts of all domestically cultivated trees and shrubbery. Above average disposal of brush should be taken into consideration as historically, up to 600 tons, per event has been picked up. Bulky items consist of household items such

as large appliances with Freon removed, household fixtures, furniture, yard equipment with gas removed, mattresses, etc. Items have no size or weight limitations but are limited to residential and domestic items. Does not include commercial construction waste, remodeling materials or demolition debris.

Brush And Bulky Items Curbside Pick Up - The collection and disposal of curbside Brush and Bulky items.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

City - The City of Fair Oaks Ranch, Texas.

City Facilities - All municipal-owned buildings located at 7286 Dietz Elkhorn (City Hall Complex), 30955 Meadow Creek Trail (Fire Station), 7895 Fair Oaks Parkway (Fire Station), and the Wastewater Treatment Plant off of No Le Hache Road.

City Manager - The Fair Oaks Ranch City Manager or his/her authorized designee.

Commercial Container - Metal receptacle designed to be lifted and emptied mechanically for use at City Facilities.

Contractor - The person, corporation, partnership, or legal entity performing the services provided for under this Agreement.

Contractor's Public Education Program - A Program, maintained by the Contractor, that provides information of materials to be collected, a list of materials that cannot be collected or items which will require a special fee based pick-up, and how to prepare materials for the Residential and Garbage and Refuse services as well as annual brush/bulky item pick up and household hazardous waste events.

Dead Animal Collection - The collection of dead animals stored in the City's storage cooler.

Disposal Site - A legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste and dead animals.

Franchise Agreement - An agreement granting the right and responsibility to provide the Scope of Services provided for within the RFP.

Hazardous Waste - Means waste defined as, or of a character or in sufficient quantity to be defined as, a Hazardous Waste by the Resource Conservation and Recovery Act, as amended, or by Texas law with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from a Federal or Texas entity, body or agency.

Holidays - The following days shall be considered Holidays - New Year's Day, Thanksgiving Day, and Christmas Day.

Household Hazardous Waste - Household Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or special disposal treatment. EPA considers some leftover household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic as household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care when disposed of.

Landfill - Any facility or area of land receiving Municipal Solid Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas.

Monthly Residential Rate - Monthly fee charged by the Contractor to all single-family residential receiving solid waste collection, disposal and recycling services authorized by City Council.

Recycling and Recycling Facility- Recycling shall mean a process by which recyclable materials are collected, sorted, processed, or prepared into marketable commodities for manufacturing into new products. Recycling Facility shall mean a facility where recyclable materials are sorted and processed.

Recycling Collection - Weekly residential curbside and City facilities collection of recyclable materials.

Recycling Materials - Recycling Materials includes, but not limited to the following:

Paper Products - Newspaper, magazines, ad circulars, catalogs, envelopes, file folders, flattened cardboard, paper bags, phone books.

Glass - Bottles and jars with labels and lids.

Cans - Empty aluminum and steel/tin cans used for beverages and food.

Rigid Plastic Containers - Household plastic containers labeled #1-7 with recycling symbol on the bottom of container. Labels and lids may be present.

Other: As detailed, in the proposal, by the Contractor such as foil, styrofoam, etc.

Recycling Materials not allowed includes mirrors, window, ceramic or other glass or glazed materials, and scrap metal.

Residential Containers - A 96-gallon wheeled container made of rigid plastic and provided by the Contractor.

Residential Garbage And Refuse - All dry trash, rags, kitchen and household wastes, food containers, lawn trimmings, leaves and other materials typically generated by a residential dwelling unit, which waste is treated by regulation as domestic municipal solid waste. Residential garbage and refuse does not include Unacceptable Waste.

Residential Unit - Garbage collection and recyclable material collection services to single-family, residential units will be billed directly by the Contractor. These types of residences include, but may not

be limited to, single family residences on one electric meter or duplex dwelling units on one or more meters.

Roll-Off Container - An open top dumpster characterized by a rectangular footprint, utilizing wheels to facilitate rolling the dumpster in place. Container is designed to be transported by special roll-off trucks.

Screenings - That floating and suspended matter, both organic and inorganic, that is removed from the wastewater entering the treatment plant by the mechanically cleaned coarse screens.

Special Waste - Special Waste is any nonhazardous solid waste at City locations which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited, to sludge from the City's wastewater treatment plants. Special Waste must conform in all respects with a Contractor-approved Special Waste Profile.

Special Waste Profile - Contractor's form of documentation, as provided in Attachment A, that the City must complete, and Contractor must approve, with respect to any Special Waste prior to Contractor's acceptance of such Special Waste.

Storm Damage - Storm damage refers to damage and debris produced by strong winds, rain, hail, lightning, flooding, storm, tornadoes or turbulent weather that ultimately will be identified at the City Manager's discretion.

Unacceptable Waste - Means highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by Texas or federal law, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility. Household Hazardous Waste collected during the designated and approved, once-per-year event by Contractor does not constitute Unacceptable Waste.

Waste - Means non-hazardous residential garbage and refuse, recyclable materials, and non-hazardous special waste. Waste does not include unacceptable waste.

Wastewater Sludge - The accumulated solids separated from the wastewater during processing. That portion of settled solids from the final clarifiers removed from the wastewater treatment processes to the solids drying beds or other solids handling facilities.

SECTION 4. OPERATIONS.

Scope of Service and Operations. It is expressly understood and agreed that the Contractor will provide the following services (the "Services"):

1. Weekly Collection. Unless defined a Holiday under this Franchise Agreement Contractor shall provide the following Weekly collection:
 - a. Residential Units - Contractor shall provide one curbside Residential Garbage and Refuse collection and one curbside Recycling Material collection per week, for each of

the residential units located within the City of Fair Oaks Ranch. The Recyclable Material curbside collection will occur on the same day as normal curbside Residential Garbage and Refuse collection. Such collection services must be provided between the hours of 7:00 A.M. and 7:00 P.M.

b. City Facilities – Contractor shall provide collection during the hours of 8:00 A.M. and 4:30 P.M. for each of the following locations as follows:

1) City Hall Complex – collected in 96-gallon and five-yard commercial containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units.

2) Fire Stations – collected in 96-gallon containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units

3) Wastewater Treatment Plant – collected in 96-gallon containers and 20 and 30-yard Roll-Off Containers at a frequency of twice (2) per week and collected by the Contractor on days as the weekly collection of residential units.

2. Containers.

a. Residential Containers - Contractor shall provide one Residential Container each for:

1) Residential Garbage and Refuse; and

2) Recycling Materials to each residential unit. Preferred colors for containers are green and brown.

b. Commercial Containers – At a minimum, Contractor shall provide the following commercial containers to the following City Facilities:

1) City Hall Complex – one (1) 5-yard metal receptacle designed to be lifted and emptied mechanically and ten (10) 96-gallon wheeled containers made of rigid plastic

2) Fire Stations – one (1) 96-gallon wheeled container made of rigid plastic at each location.

3) Wastewater Treatment Plant – one (1) 20- and one (1) 30-yard Roll-Off Container, and four (4) 96-gallon wheeled containers made of rigid plastic.

3. Recycling Education Program. Participation in curbside Recycling Collection shall be voluntary on the part of the resident. To promote maximum participation, Contractor shall, at the contract proposal price, implement, maintain and manage a public education program. Contractor shall provide educational material on acceptable recycling materials. The educational material, at the minimum, shall be sent once a calendar year in customer billing statements.

Contractor shall produce resident education tags, the form of which to be approved by the City Manager, to be left by Contractor if non-recyclable material is rejected.

Publishing and distribution of public education information shall be in hard copy and electronic version for use on City's website. The information shall contain a list of materials to be collected, a list of materials that cannot be collected or items which will require a special fee based pick up, and how to prepare materials for the weekly residential solid waste and recycling service. Said information shall be provided to every new customer, after the initial distribution, and shall be sent to all customers after any changes in collection procedures.

4. Curbside Brush and Bulky Item collections twice per calendar year, preferably February and August, to be coordinated and scheduled through the City Manager. During the collection period, all items of non-hazardous waste placed out along the City's right of way shall be picked up. Contractor is responsible for an advance notice on customer procedures of collection that shall be mailed to each residential unit. Announcements of the pick-up service shall be mailed in appropriate time to allow customers one week to place items out prior to start of pickup service in their zone. At least four zones should be utilized.

5. Dead Animal Collection at city-owned storage cooler located at 7286 Dietz Elkhorn on each day the Contractor provides residential solid waste pick up in the City.

6. Christmas Tree collection on a date to be determined annually by Contractor and City Manager but no later than mid-January of each calendar year.

7. Storm Damage clean up and disposal on City property within 48 hours of written request made by the City Manager.

8. Wastewater Sludge and Screenings removal and disposal:

a. Wastewater Sludge – Collected in a 30-yard Roll-Off Container at a frequency of twice (2) per week.

b. Screenings - Collected in four (4) 96-gallon wheeled, drainable, plastic waste wheelers at a frequency of twice (2) per week.

9. One scheduled Household Hazardous Waste collection event per calendar year.

10. Recycling Materials shall be disposed of at *400 Probandt, San Antonio, TX*. Contractor may change the location of the Recycling Facility, however, must receive written approval from the City, such approval not to be unreasonably withheld.

11. Residential Garbage and Refuse shall be disposed of at a Landfill.

12. Special Waste Profile If services include Special Waste, the City shall utilize Contractor's approved Special Waste Profile, signed by the City Engineer or an authorized City official who is responsible for environmental compliance, containing a complete and accurate description of the waste stream, including the generating process and chemical and physical characteristics.

a. Upon successful conclusion of the waste characterization approval process, the City shall thereafter update the Special Waste Profile (1) upon request of Contractor or (2) immediately upon any change in the composition, generating process or characteristics of the waste. The City agrees, upon written request of Contractor, to provide a Special Waste Profile or, in Contractor's discretion, a representative sample and full analytical characterization of any Waste Material to Contractor or others in connection with the proper management of the Special Waste.

b. The City warrants that it has sufficient knowledge and information to ensure that the Special Waste Profile provided is true and correct at the time of tender of every load of Special Waste and that each load of Special Waste tendered for management by contractor (1) shall be fully and precisely described in a Special Waste Profile; (2) shall conform to the information provided in the Special Waste Profile; and (3) shall not contain any hazardous waste or Unacceptable Waste.

c. The City will use best efforts and will provide information to the best of its knowledge but does not assume liability in case of error.

13. Right of Refusal. Contractor may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste.

14. Contractor shall be required to follow all applicable local, state and federal laws and regulation pertaining to the provision of the services detailed herein, including but not limited to those related to safety. Contractor shall acquire title to Waste when the Waste is loaded into Contractor's vehicle; except when Contractor is providing disposal services only and not collection services, Contractor shall acquire title when the Waste is delivered to Contractor's premises. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.

SECTION 5. RATES AND FEES.

The rates and fees to be charged and received by the Contractor are as follows:

1. Total Monthly Residential Rate including annual Household Hazardous Waste event inclusive of disposal costs for solid waste services to include collection and disposal of Residential Garbage and Refuse, Brush and Bulky items, and Wastewater Sludge and Screenings, Recycling Materials, and Household Hazardous Waste. **\$20.05/home/month**

2. Total Monthly Rate for Additional Containers. **\$12.00/container/month**

3. Contractor may increase the rates effective on each anniversary of the effective date of the contract in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be increased using the most recently available trailing 12 months average CPI compared to the 12 months preceding. The Annual Rate Adjustment will be the lesser of the CPI Water, Sewer & Trash index or 3%. For example, if the CPI price increase is scheduled for April 1, 2017, and the latest CPI index available is the month of February, 2017, the CPI price increase percentage would be computed as the % change from:

The average CPI for the 12 months - March 2016 through February, 2017
Against the average CPI for the 12 months - March 2015 through February, 2016

SECTION 6. FRANCHISE FEE.

In consideration of the grant of the franchise herein the Contractor shall agree to:

1. Pay the City an amount equal to three (3%) percent of the gross receipts of the Contractor for Residential Unit services provided in the City. Said amount shall be paid each annual quarter, within thirty days after the quarter.
2. Pay to the City an amount equal to 50% of the net proceeds from the sale of all Recyclable Material collected from participants in the recycling program. Said amount shall be paid to the City each annual quarter, within thirty days after the quarter.
3. Notwithstanding the terms of this Agreement or any other understanding between the parties, Contractor's Franchise Fee obligations shall extend only to those revenues received and retained by Contractor as its rates or fees for servicing customers, as such rates or fees may be increased from time to time. To the extent Contractor imposes any surcharges on customers, including but not limited to surcharges made for the purpose of satisfying (i) Contractor's own Franchise Fee obligations to the City or (ii) Contractor's sales tax obligations or (iii) the Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee, or any other separately stated fee, to the extent applicable, the monies received by Contractor as a result of such surcharge(s) shall not be subject to the Franchise Fee and the City shall not be entitled to receive as part of its Franchise Fee any portion or percentage of such monies.
4. Contractor shall make available to City any and all documents and books necessary and related to the services provided under the Agreement upon reasonable notice, at any time during business hours for purpose of audit and verification of the fees to be paid hereunder.

SECTION 7. BILLING.

Contractor shall bill and collect, in accordance with the monthly fee schedule established herein, from all residential units within the contracted service area. City will not be responsible for, and will not provide assistance with collection of delinquent accounts.

SECTION 8. HOURS OF SERVICE.

For all the Services provided hereunder, the Contractor's hours of service shall be as provided for in this Agreement. The Contractor will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Contractor shall provide such services on the immediately following business day.

SECTION 9. CUSTOMER SERVICE.

A customer service office for billing, arrangement of services, and receipt of complaints shall be available during normal business hours to respond to customer and city inquiries within two (2) hours of the initial call. Contractor shall, on billing statements, provide the Contractor's customer service phone number. A 24 hour emergency telephone number with a representative available to respond to emergency calls from the City shall be made available.

SECTION 10. VEHICLES AND EQUIPMENT.

Contractor furnished-equipment, such as trash or recycling containers; dumpsters; or open to roll offs, shall remain as Contractor's property. The City and residents shall be liable for loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). The City and residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The City and residents shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by the failure to provide access.

Contractor shall provide and maintain a fleet of solid waste collection vehicles sufficient in number and capacity to perform the work and render the service required under this Agreement. All equipment, including collection vehicles shall be kept clean and in good condition and repair at all times. The trucks used in the collection of garbage shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and rubbish. Said collection vehicles shall have Contractor's name and telephone numbers painted on each side of the vehicle.

Collection vehicles shall carry at all times a shovel and a broom or rake, to be used for collection of spilled refuse. Vehicles shall be equipped with two-way communications for constant contact, during operations, with the local office of the company.

Vehicles used by the Contractor for the collection, hauling and disposal of Residential Garbage and Refuse and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Residential Garbage and Refuse and Recycling Materials onto the City's public streets, or properties adjacent thereto. All collection vehicles used by the Contractor shall be washed and deodorized once per week.

SECTION 11. INSURANCE COVERAGE.

Workers Compensation Insurance/Other State-approved Program: Contractor shall carry and maintain during the term of this Agreement, workers compensation or other state-approved program 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 \$2,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$2,000,000. 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.

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 \$4,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per occurrence and \$2,000,000 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 a 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.

Contractor shall secure the following for the benefit of the City with respect to the above required insurance, so that the City shall:

- Be identified as an additional insured on all policies except Worker Compensation Policy;
- Be provided with thirty-(30) days advance notice in writing of cancellation in any policy;
- Be provided with Certificates of Insurance evidencing the above required insurance pursuant to this Agreement, and thereafter with certificates evidencing renewals or replacement of said policies of insurance; and
- Be provided with waiver of Subrogation on Workers Compensation in favor of the City.

SECTION 12. PERFORMANCE SECURITY.

During the term of this Agreement and any extension thereof, the Contractor agrees to procure and maintain a performance bond (i) payable to the City, (ii) issued by a surety acceptable to the City, and (iii) conditioned upon the Contractor truly and timely performing all of its obligations under this Agreement. Such performance bond shall be in the amount of \$ _____ (a minimum of 100% of the first year value of the Agreement) and shall be in effect for the duration of this Agreement and any extensions thereof.

SECTION 13. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any materials not covered under this Agreement; provided, however, that the Contractor and the owner or occupant of a Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of any such materials.

SECTION 14. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Contractor without the prior written consent of the City; provided, however, that the Contractor may assign this Agreement to any direct or indirect affiliate or subsidiary of the Contractor or to any person or entity succeeding to all or substantially all of the Contractor's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 15. ENFORCEMENT.

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein.

SECTION 16. COMPLIANCE WITH APPLICABLE LAWS.

The Contractor shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Residential Garbage and Refuse, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Contractor in order to insure compliance with this Section.

SECTION 17. DUE CARE.

The Contractor shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 18. PERSONNEL AND PERFORMANCE STANDARDS.

The Contractor shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Contractor, its agents, servants and employees shall perform the Services in a courteous and competent manner. During the term of this Agreement and any extension thereof, the Contractor shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 19. TERMINATION.

Any failure by the Contractor or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the City (and signed by the Mayor), constitute grounds for forfeiture and immediate termination of all the Contractor's rights under this Agreement, and all such rights shall become null and void.

City may terminate the Agreement at any time, without cause, upon providing Contractor 180 day's written notice of its intent to terminate.

SECTION 20. INDEMNITY.

THE CONTRACTOR ASSUMES RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS TO THE EXTENT CAUSED BY ITS PERFORMANCE OF THE SERVICES. THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) TO THE EXTENT CAUSED BY AN INTENTIONAL, WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS AND EMPLOYEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR OTHERWISE, CONTRACTOR SHALL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND OR HOLD HARMLESS CITY, OR ANY OTHER PARTIES INDEMNIFIED UNDER THIS AGREEMENT, FOR ANY SUCH

LIABILITY OR CLAIM TO THE EXTENT RESULTING FROM THE NEGLIGENCE OR, WILLFUL MISCONDUCT BY CITY, ANY THIRD PARTY OR ANY OTHER PARTIES INDEMNIFIED UNDER THIS AGREEMENT.

SECTION 21. 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 Professional.

SECTION 22. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 23. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas, County of Kendall and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court.

SECTION 24. CUMULATIVE REMEDIES.

Pursuit of the remedies described in herein shall not preclude pursuit of any other remedies provided in this Agreement or any other remedies provided by law, nor shall pursuit of any remedy provided in this Agreement constitute a waiver of any amount or performance due from the Contractor under this Agreement or of any damages accruing by reason of the violation of its term, provisions and covenants. No waiver of any violations shall be deemed or construed to constitute a waiver of any other violation or other breach of any the terms, provisions and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies as provided on an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

SECTION 25. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible,

remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 26. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF FAIR OAKS RANCH CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 17th DAY OF AUGUST, 2017.

BFI WASTE SERVICES OF TEXAS, LP
d/b/a ALLIED WASTE SERVICES OF S.A.
//REPUBLIC SERVICES OF SAN ANTONIO
4542 SE LOOP 410
SAN ANTONIO, TEXAS 78222

By: _____

CITY OF FAIR OAKS RANCH, TEXAS
7286 DIETZ ELKHORN
FAIR OAKS RANCH, TX 78015

By: _____

Name: Tobin Maples

Title: City Manager

ATTEST:

By: _____

Name: TOM ARMSTRONG

Title: MUNICIPAL SALES MGR

ATTEST:

By: _____

Name:

Title:



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 2, 2022

AGENDA TOPIC: Consideration and possible action of a request (Application No. P & Z 2022-03-28) from Thomas C Dechert, applicant and property owner, to grant a Variance from the requirements of UDC Section 5.4 (1) b to reduce the street frontage for a lot served by private septic (OSSF) from 150 feet to 70 feet for the property located at 423 and 425 Ammann Road, Boerne, TX

DATE: June 2, 2022

DEPARTMENT: Public Works and Engineering Services

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

SUMMARY:

The subject 27-acre (approx.) tract is located north-west of the intersection of Rolling Acres Trail and Ammann Rd. The subject tract is currently not platted and contains a single-family residence. The applicant is proposing to subdivide the 27-acre (approx.) tract into two lots. The front 8-acre lot facing Ammann Road will encompass the existing single family residential. The second rear 19-acre lot will be used to construct a new single-family residence. For the 2-lot plat to be approved, each lot needs to meet the UDC requirements.

The property is zoned Rural Residential and both lots will meet the zoning requirements of the UDC. However, one of the lots will not be in conformance with the subdivision regulations contained in the UDC and therefore the applicant is requesting this Variance.

The front 8-acre lot facing Ammann Road, with a frontage of 230' (approximately) will be served by private septic (OSSF) and private well. As per UDC Section 5.4 (1), lots with private septic (OSSF) and private well require a minimum lot width of 200' and this lot will meet the frontage requirements.

The rear flag shaped 19-acre lot with a frontage of 70' (approximately) will be served by city water and private septic private septic (OSSF) system. As per UDC Section 5.4 (1), lots with private septic (OSSF) and city water require a minimum lot width of 150' and the rear lot will not meet this requirement. UDC Sec. 3.8 (8) ii., grants the City Council the authority to hear and grant a Policy Variance to reduce the lot width upon the recommendation of the Planning and Zoning Commission.

The subject property was granted two approvals for the proposed configuration from the City Council at their meeting of March 3, 2022, as per UDC Section 5.4:

- a. To create the proposed flag shaped rear lot, and
- b. To create a rear lot with a depth (approx. 3000') that is greater than five times the lot frontage on the street (70')

ANALYSIS:

Findings: As per the UDC Sec. 3.9 (9), before granting the Variance, the **P & Z and City Council must find** that all of the following apply:

1. There are extraordinary or special conditions affecting the land involved such that strict application of the provisions of this Code will deprive the applicant of a reasonable use of its land. For example, a Variance might be justified because of topographic, or other special conditions unique to the property and development involved, while it would not be justified due to inconvenience or financial disadvantage;
2. The Variance is necessary for the preservation of a substantial property right of the applicant;
3. Granting of the Variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this Code;
4. Conditions that create the need for the Variance do not generally apply to other property in the vicinity;
5. Conditions that create the need for the Variance are not the result of the applicant's own actions;
6. Granting of the Variance would not substantially conflict with the Comprehensive Plan and the purposes of this Code; and
7. Because of the conditions that create the need for the Variance, the application of this Code to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property.

Additionally, in making the required findings, the **P & Z and City Council** will take into account the nature of the proposed use of the land involved, the existing use of land in the vicinity, the number of persons who will reside or work in the proposed development, the possibility that a nuisance may be created, and the probable effect of such Variance upon traffic conditions and upon public health, convenience, and welfare of the vicinity.

Insufficient Findings: As per the UDC, the fact that property may be utilized more profitably if a Variance is granted may not be considered alone as grounds for a Variance. Additionally, the following types of possible findings do not constitute sufficient grounds for granting a Variance:

1. Property cannot be used for its highest and best use;
2. There is a financial or economic hardship. There is a self-created hardship by the property owner or his/her agent; or
3. The development objectives of the property owner are or will be frustrated.

Staff Analysis: If the Variance is granted, the applicant will be able to proceed to subdivide the property into two parcels as proposed.

Density: Since the applicant is creating two lots on a site of 27 acres (approx.), the overall density will be lower than the density envisioned for the RR zone.

Lot size: The size of proposed lots will be 8 acres and 19 acres, both of which will be larger than the minimum required lot size of 5 acres for this zone. .

Compliance with Comprehensive Plan recommendations: The rural character, as envisioned for this area in the City's Comprehensive Plan, will be preserved.

Compliance with the UDC: With the other Variances already granted by the City Council, this request will be in compliance with the requirements of the UDC.

Character of the area: Granting of this Variance will permit one residence on a 19-acre lot that will not adversely affect the character of the neighborhood, considering that the Stone Creek subdivision to the north has one-acre lots generally.

Self-created hardship: The lots were inherited by the property owner in its current configuration, the rear lot being land-locked. This condition is not the result of the applicant's own actions.

In conclusion, it is staff's opinion that the requested Variance meets the criteria listed for findings of a hardship as per UDC Sec. 3.9 (9).

Staff recommends approval.

JOINT PUBLIC HEARING:

During their May 12, 2022, joint public hearing, City Council and the Planning and Zoning Commission heard public comments on the submitted variance request.

All real property owners within 200 feet were notified and notice of the public hearing was published in the local newspaper. Two (2) public comment(s) in favor and one (1) in opposition were heard.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

During their May 12, 2022, meeting the Planning & Zoning Commission held discussion on this item and recommended approval of the variance request.

The motion was passed unanimously (7-0).

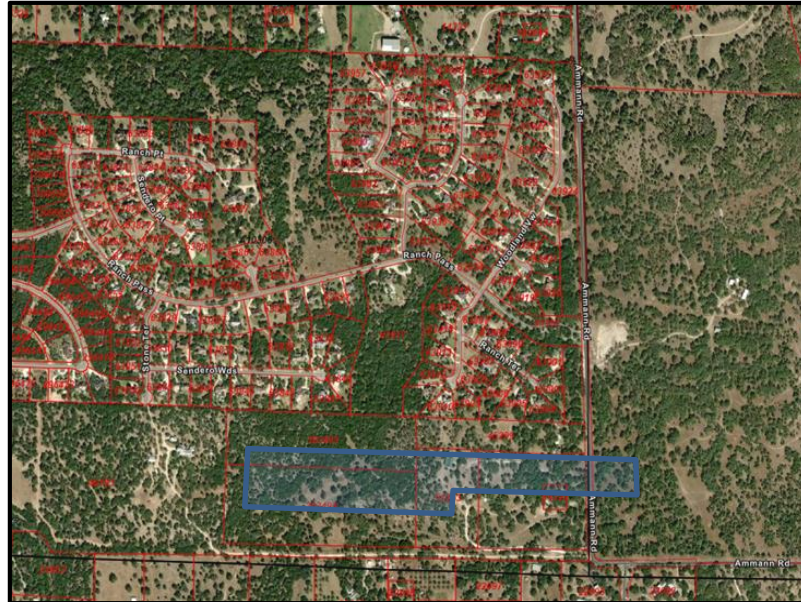
POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The City of Fair Oaks Ranch's current process requires the Planning and Zoning Commission to consider the Variances related to development standards and make a recommendation to the City Council. The City Council has the final authority to act on the Variance.

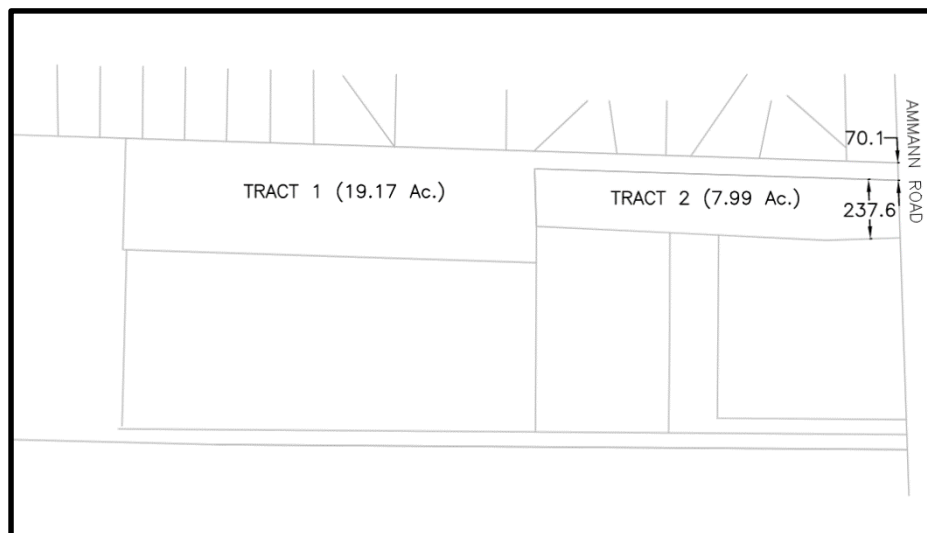
PROPOSED MOTION:

I move to approve the request from Thomas C Dechert, applicant and property owner, to grant a Variance from the requirements of UDC Section 5.4 (1) b to reduce the street frontage for a lot served by private septic (OSSF) from 150 feet to 70 feet for the property located at 423 and 425 Ammann Road, Boerne, TX.

Exhibit A: Location Map

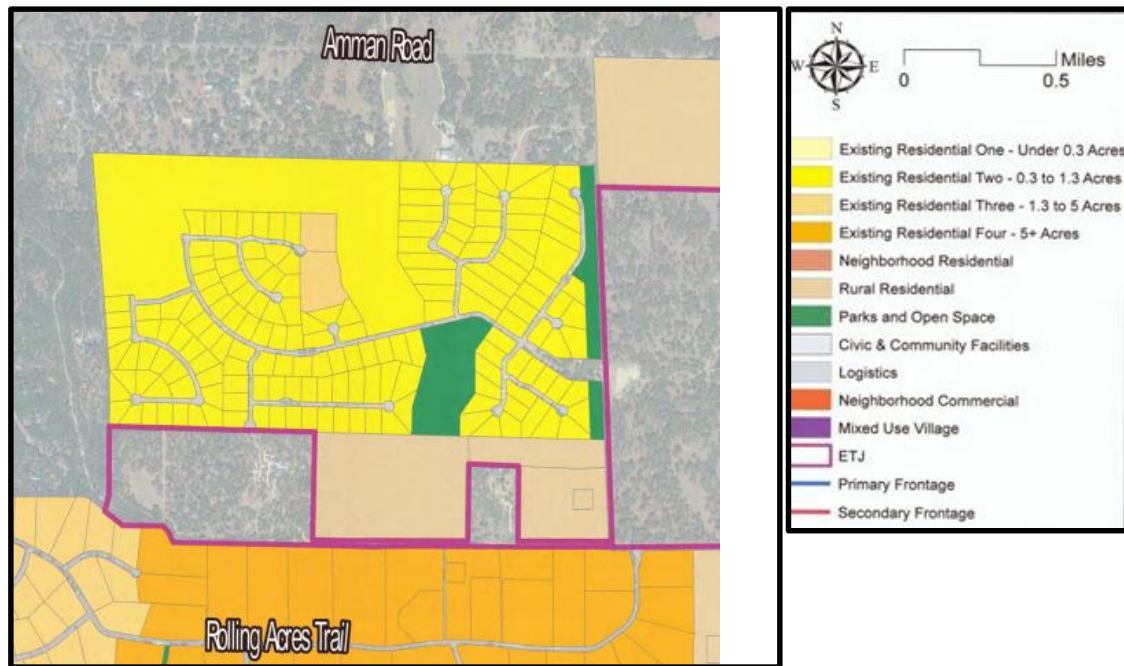


Source: Kendall CAD GIS



Source: Provided by the Applicant

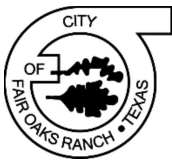
Exhibit C: Zoning Map



Source: City of Fair Oaks Ranch

Attachments:

1. Universal Application
2. S20 Variance Specific Application Form
3. Letter of Intent
4. Notification Map
5. Property Owner Comment Forms



7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

PH: (210) 698-0900.FAX: (210) 698-3565. bcodes@fairoaksranchtx.org www.fairoaksranchtx.org**UNIVERSAL APPLICATION (FORM UA)**

All applications must be submitted with:

(1) A complete **Universal Application** form (2 pages), and(2) A complete **Specific Application Form** with all materials listed in the checklist for the specific application.

The City staff is available to assist you in person at City Hall or over the phone at (210) 698-0900.

DEVELOPMENT INFORMATION

Project Name/Address/Location: 425 Ammann Rd, Boerne, TX 78015 Acreage: 27.15 Acres
Brief Description of Project: Obtain a policy variance for a flag lot with less than 150' of frontage
Is property platted? ☒ No ☐ Yes Subdivision name: NA No. of Lots: NA
Recordation #: NA Parcel(s) Tax ID#: 45299, 303493
Existing Use: Undeveloped Proposed Use: Single Family Residential
Current Zoning: Rural Residential Proposed Zoning: Rural Residential
Occupancy Type: Single Family Home Sq. Ft: 4,600 Bed #: 4 Bath #: 4.5 Car Garage #: 6
Water System ☐ Well ☒ Public Flood Zone: ☒ Yes ☐ No Sewer System: ☒ Septic ☐ Public

PROPERTY OWNER INFORMATION

Owner: Thomas C Dechert Contact Name: Thomas C Dechert
Address: 423 Ammann Rd City/State/ZIP: Boerne, TX 78015
Phone: 830.446.2215 Email: dechert21@outlook.com

APPLICANT INFORMATION

Applicant/Developer: Matrix Design Group Contact Name: Zakary Payne
Address: 8023 Vantage Dr, Suite 320 City/State/ZIP: San Antonio, TX 78230
Phone: 210.213.1888 Email: zakary.payne@matrixdesigngroup.com

KEY CONTACT INFORMATION

Name of the Individual: Same as Applicant Contact Name:
Address: City/State/ZIP:
Phone: E-mail:

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

Zakary Payne

Signature: Zakary J Payne Date: April 14, 2022

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

*******OFFICE USE ONLY*******DATE REC'D: 04-15-2022 BY: KGSFEES PAID: \$100.00 APPROVED BY: _____

DATE APPROVED: _____

APPLICATION/PERMIT NO: _____ EXP DATE: _____

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

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

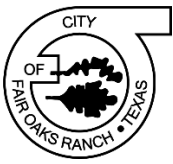
*These types of applications require additional information as listed in the Specific Application Form. Refer to **Appendix B** of the Administrative Procedures Manual for more information.

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

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



S20

SPECIFIC APPLICATION FORM - VARIANCE

Section 3.9 (9) 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:

- ☒ Pre-Application Conference prior to application submittal.
- ☐ Concept plan approval (if required).
- ☒ A completed Universal Application and checklist signed by the owner/s of the property.
- ☒ A title report.
- ☒ Payment of all other applicable fees (see Schedule of Fees).
- ☒ 8½ x 11 copy of the legal description (metes and bounds) of the area encompassing the Variance request. If the property is platted, a copy of the plat should be provided.
- ☒ Location/vicinity map showing the location and boundaries of the subject parcel. Indicate scale or not to scale (NTS) and provide north arrow.
- ☐ Acknowledgement that the sign posted by the City on the property fifteen (15) days prior to the public hearing will be maintained until the request is heard at the public hearing.
- ☒ Provide evidence or proof that all taxes and obligations have been paid regarding the subject property.
- ☐ 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.

March 14, 2022

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

Subject: Letter of Intent to Request a Policy Variance

Sir or Ma'am

Matrix Design Group, Inc. (Matrix) has been contracted by Mr. Thomas Dechert to provide engineering services in support of a Minor Plat application. Mr. Dechert owns two parcels of land that he intends to subdivide into two single family lots as shown on Attachment 1. Mr. Dechert currently resides on the 7.99-acre tract (Tract 1) and intends to remain there. He intends to sell the 19.17-acre tract (Tract 2) to Mr. Kyle Clark.

Tract 2 is a flag lot as defined by UDC Section 5.4(4). Flag lots will only be permitted with City Council approval. Mr. Dechert made a request for City Council to approve the flag lot and that request was approved unanimously at the March 3, 2022, City Council Meeting.

Tract 2 will be served by the Public Water System and a private on-site sewage facilities disposal system (OSSF). In accordance with UDC Section 5.4(1) b., lots of this nature must have a minimum street frontage of 150 feet. The lot frontage of Tract 2 is only 70.15 feet which is nonconforming with the UDC and will require a Variance.

Mr. Dechert would like to request a Variance from UDC Section 5.4(1) b., so that the Minor Plat application can be completed, and Tract 2 can be sold to Mr. Clark. In my professional opinion, I believe the Policy Variance request should be granted for the reasons enumerated below.

In accordance with UDC Section 3.9(9) b.i., no variance will be granted unless the authorizing body finds that all seven conditions below apply.

1. There are extraordinary or special conditions affecting the land involved such that strict application of the provisions of this Code will deprive the applicant of a reasonable use of its land. For example, a Variance might be justified because of topographic, or other special conditions unique to the property and development involved, while it would not be justified due to inconvenience or financial disadvantage

COMMENT: There are two existing parcels that make up Tract 1 and Tract 2. These parcels are shown on Attachment 2. The western-most parcel (303493) is currently land locked. The only way to provide access to this parcel from a public right-of-way is by creating a flag lot. The flag lot width must be nonconforming because portions of the eastern parcel (45299) are already developed. To create a flag lot with a 150-foot-wide lot frontage would require Mr. Dechert to relocate or demolish multiple existing structures. These are extraordinary or special conditions limiting Mr. Dechert's reasonable use of his land.

2. The Variance is necessary for the preservation of a substantial property right of the applicant

COMMENT: Granting of the Variance is necessary to preserve the substantial property rights of Mr. Dechert. Namely, Mr. Dechert has the substantial right to sell the property (303493) but is not able to do so without creating a flag lot or creating an access easement – neither of which conform with the UDC.

3. Granting of the Variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this code

COMMENT: Granting of the Variance will not be detrimental to the public health, safety, or welfare. Nor will granting of the Variance be injurious to adjacent properties or the City. In fact, Mr. Dechert's plan to subdivide the property into two single family residential lots will preserve the intent of the Rural Residential District and result in a subdivision that is less densely developed than authorized by the UDC.

4. Conditions that create the need for the Variance do not generally apply to other property in the vicinity

COMMENT: The conditions creating the need for the Variance do not generally apply to other property in the vicinity. These conditions have already been remedied by neighboring properties.

5. Conditions that create the need for the Variance are not the result of the applicant's own actions

COMMENT: The conditions creating the need for the Variance are not the result of Mr. Dechert's own actions. Mr. Dechert inherited the land locked parcel of land (303493) that does not have access to a public right of way.

6. Granting of the Variance would not substantially conflict with the Comprehensive Plan and the purposes of this Code

COMMENT: Granting of the Variance and subsequent approval of the Minor Plat will result in the sale of one single family residential lot. Development does not conflict with the Comprehensive Plan nor the purpose of this code and will result in less dense development than authorized for the Rural Residential District.

7. Because of the conditions that create the need for the Variance, the application of this Code to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property

COMMENT: Should a Variance not be granted, Mr. Dechert would be unreasonably restricted in the utilization of his property. He desires to sell a portion of his property and is currently unable to do so because the parcel is land locked.

UDC Section 3.9(9) b.iii., also limits the governing body from granting any Variance that violates one of the five conditions below

1. The establishment of a use not otherwise permitted in the applicable Zoning District

COMMENT: The proposed land use associated with this Variance request conforms with the Rural Residential District.

2. Increase the density of a use above that permitted by the applicable district

COMMENT: This Variance request does not affect density; proposed density is well within Rural Residential District standards.

3. A nonconforming use of land to be physically extended

COMMENT: No nonconforming use of land will be physically extended by granting this Variance request.

4. Change the Zoning District boundaries shown on the Official Zoning Map

COMMENT: This Variance request does not affect Zoning District boundaries.

5. Conflicts with any State or Federal regulations

COMMENT: Granting of this Variance request does not conflict with any known State or Federal regulations.

Granting of the Variance for Mr. Dechert will allow him to move forward with the Minor Plat application. Importantly, allowing Mr. Dechert to move forward as intended will ensure the rural character of his property and the properties around him are preserved now and into the future. Should you require any additional information as it relates to Mr. Dechert's intent, please do not hesitate to contact me. I can be reached at 210.213.1888 or zakary.payne@matrixdesigngroup.com. Thank you for your time and consideration.

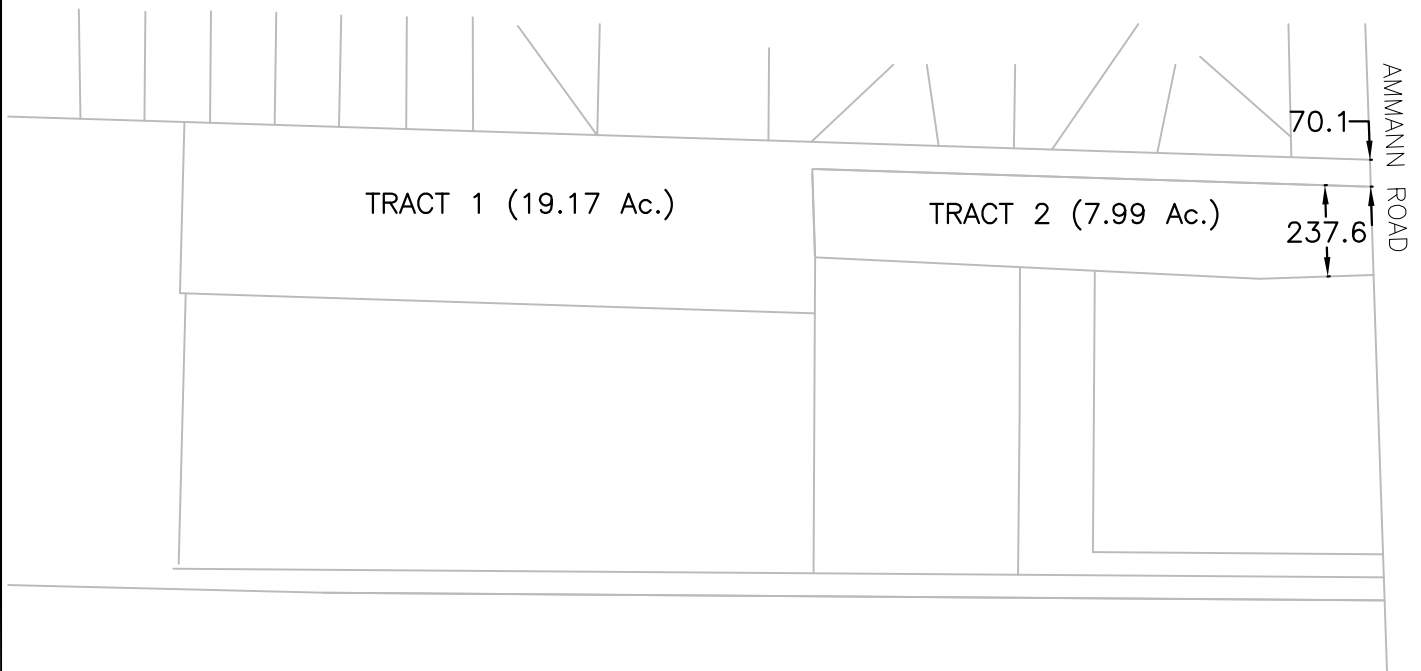
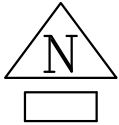
Respectfully,

A handwritten signature in blue ink that reads "Zakary J. Payne".

Zakary J. Payne, PE
Matrix Design Group, Inc.

Attachments (2):

1. Proposed Layout
2. Existing Layout



PREPARED BY:



PROPOSED LAYOUT

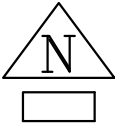
SCALE

DATE: MARCH 11, 2022

DRAWING No.

NTS

SHEET 1 OF 1



PREPARED BY:



EXISTING LAYOUT

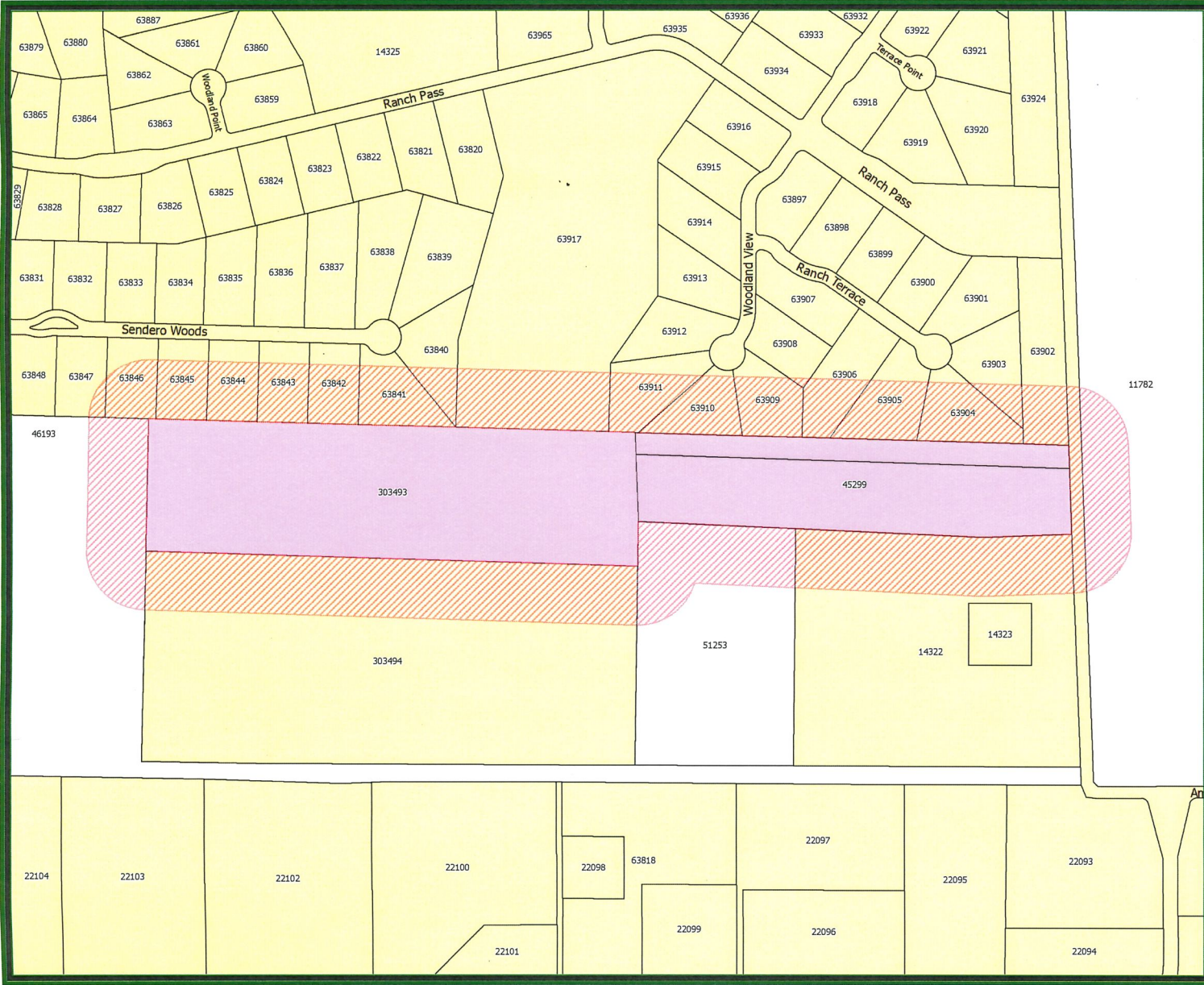
SCALE

NTS

DATE: MARCH 11, 2022





SHEET 1 OF 1

DRAWING No.



Attachment 4
NOTIFICATION MAP

423 Ammann Rd.
&
425 Ammann Rd.
Fair Oaks Ranch, Texas

-  **Subject Property**
-  **Notification Area**
-  **City Limit**
-  **ETJ**



April 2022



1 " ≈ 500 '

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

Property Owner Public Comment Form

(RETURN THIS FORM TO)

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

RE: (Variance No. P & Z 2022-01)

This form may be used for the purpose of expressing your opinion on the proposed Variance request. Please complete the form below and return it to the City of Fair Oaks Ranch Engineering Department prior to the Joint Public Hearing date referenced below and in your property owner notification.

The Joint Public Hearing will be held in the Public Safety Training Room
located in the Police Station at
7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015
on Thursday, May 12, 2022, at 6:30 PM.

☒ I am **FOR** the Variance request as explained on the attached public notice for Variance No. P & Z 2022-01.

☐ I am **AGAINST** the Variance request as explained on the attached public notice for Variance No. P & Z 2022-01.

(PLEASE PRINT)

All comments forms **MUST** be returned prior to the City prior to May 12, 2022.

Name:

Kyle Clark

Address:

17 Ranch Terrace

Signature:

[Signature]

Date:

4/25/22

Comments:

Property Owner Public Comment Form

(RETURN THIS FORM TO)

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

RE: (Variance No. P & Z 2022-01)

This form may be used for the purpose of expressing your opinion on the proposed Variance request. Please complete the form below and return it to the City of Fair Oaks Ranch Engineering Department prior to the Joint Public Hearing date referenced below and in your property owner notification.

The Joint Public Hearing will be held in the Public Safety Training Room
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7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015
on Thursday, May 12, 2022, at 6:30 PM.

X I am **FOR** the Variance request as explained on the attached public notice for Variance No. P & Z 2022-01.

 I am **AGAINST** the Variance request as explained on the attached public notice for Variance No. P & Z 2022-01.

(PLEASE PRINT)

All comments forms **MUST** be returned prior to the City prior to May 12, 2022.

Name: Richard Tobiasen
Address: 12 Woodland View Fair Oaks Ranch, TX 78015
Signature: Richard Tobiasen
Date: 27 April 2022

Comments:

Property Owner Public Comment Form

(RETURN THIS FORM TO)

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

RE: (Variance No. P & Z 2022-01)

This form may be used for the purpose of expressing your opinion on the proposed Variance request. Please complete the form below and return it to the City of Fair Oaks Ranch Engineering Department prior to the Joint Public Hearing date referenced below and in your property owner notification.

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on Thursday, May 12, 2022, at 6:30 PM.

☐ I am **FOR** the Variance request as explained on the attached public notice for Variance No. P & Z 2022-01.

☒ I am **AGAINST** the Variance request as explained on the attached public notice for Variance No. P & Z 2022-01.

(PLEASE PRINT)

All comments forms **MUST** be returned prior to the City prior to May 12, 2022.

Name: Craig & Gina Riha
Address: 49 Ranch Terrace FOR, TX 78015
Signature: [Signature]
Date: 5.11.22

Comments:

We respectfully ask you to NOT approve this variance. For the convenience of one family you will erode the reason and purpose of the 'premium' greenbelt property of 14-15 families in Stone Creek Ranch. Instead consider on the other side of the property where you would not affect home view and peaceful environment we have today. Consider if you were one of the many homeowners affected vs. the one benefiting.
Thank You.

We regret we are NOT ABLE to attend the hearing as we are traveling to attend College graduation of our son.

As per the comments submitted, we ask you to NOT approve a VARIANCE which affects the view, peace AND reason we purchased premium lots to Build upon in Stone Creek. The convenience of one family should not come at the expense of 15 other families. Please consider your view if you were one of the homeowners affected.

I know you will make the right decision when you vote considering all involved as you have before as our elected officials. Thank you for consideration.

Prig & Gina Riha
and our 4 children

Fourth of July

**City of Fair Oaks
Ranch Sponsored
Event**

Co-Hosted by the

**Fair Oaks Ranch
Golf & Country Club**



July 4,
2022

Live Music
& Food
6pm

Fireworks
Display
9:30pm
(est. time)

Event Details



Liberty Fireworks

- New Vendor
 - Owned by Michael Rios
- References obtained to ensure a quality production
 - #1
 - #2
 - Kendall County
Deputy Fire Marshall

“Liberty Fireworks has been shooting fireworks displays in Kendall. They have always provided the proper applications and Michael Rios and Hiram Andrade are reliable.”

Marketing & Communications Plan

- ❖ First Announcement & Creation of a Facebook Event - 6/3
- ❖ Weekly Updates/Reminders through the month of June
- ❖ Daily Updates/Reminders the month of July



Examples of Social Media Postings

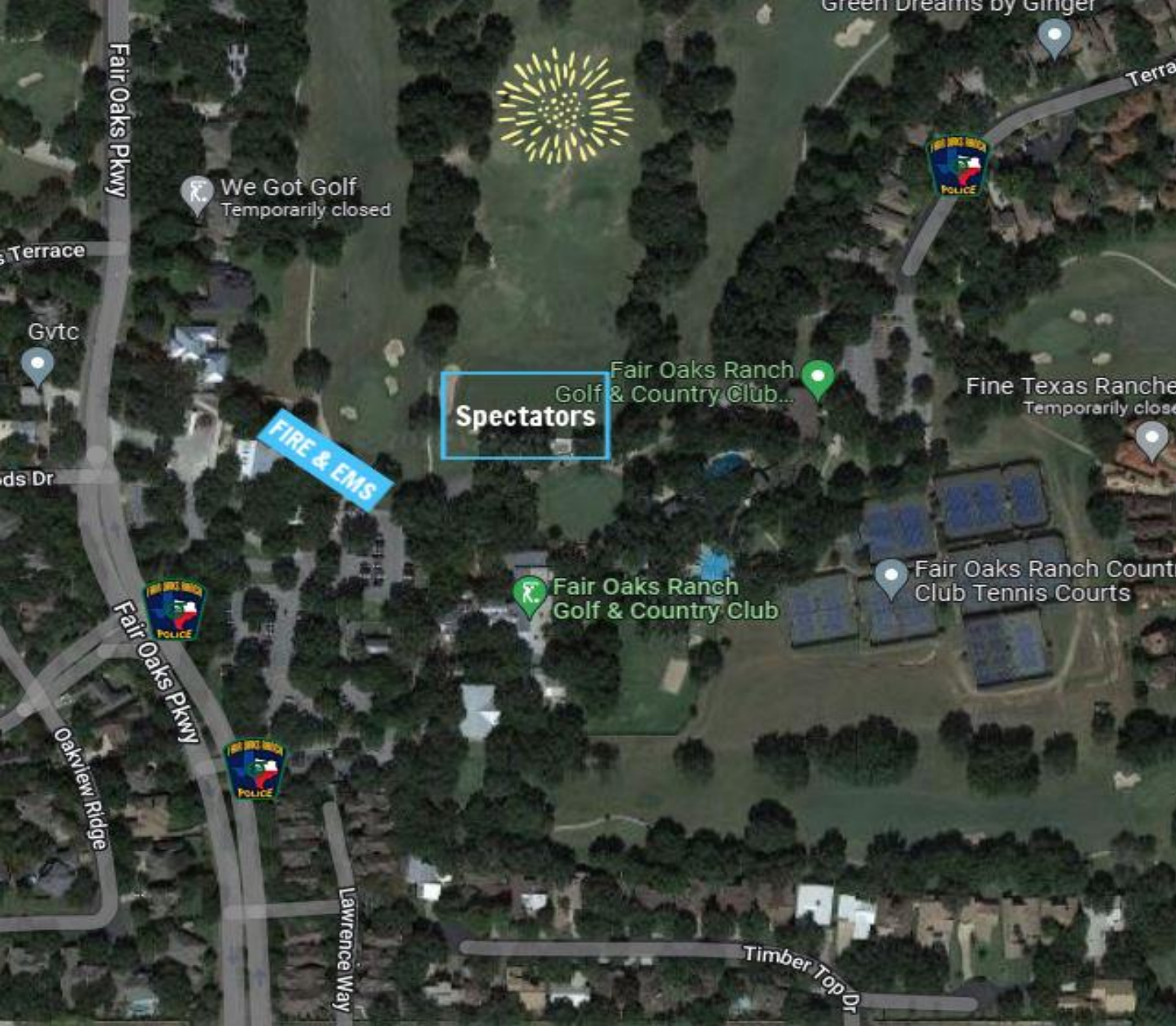


Fair Oaks Ranch Country Club

Venue Map



Fireworks launch site



Traffic Map & Emergency Services



**We Can't Wait to See you
There!!!**



Strategic Action Plan FY 2022-23

Scott Huizenga, Assistant City Administrator
June 2, 2022

Vision Statement

To offer the ideal place to call home in the hill country, guided by strong community values and responsible growth, that provides residents of all ages a place to relax and reconnect.

Mission Statement

To deliver exceptional public services, preserve the natural beauty of our city, protect and promote quality of life, and foster community engagement.

Strategic Plan Pillars



Financial Integrity



Reliable and Sustainable Infrastructure



Operational Excellence

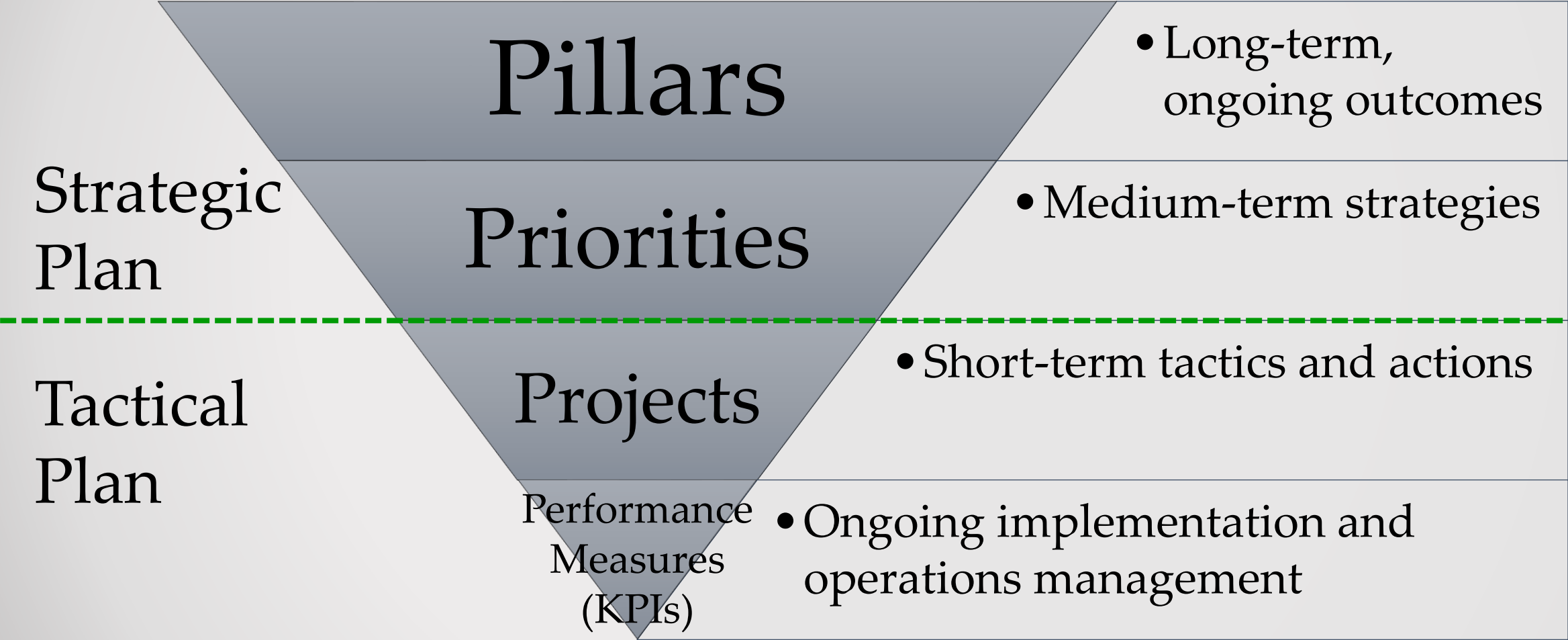


Responsible Growth Management



Public Health, Safety, and Welfare

Strategic Plan Hierarchy

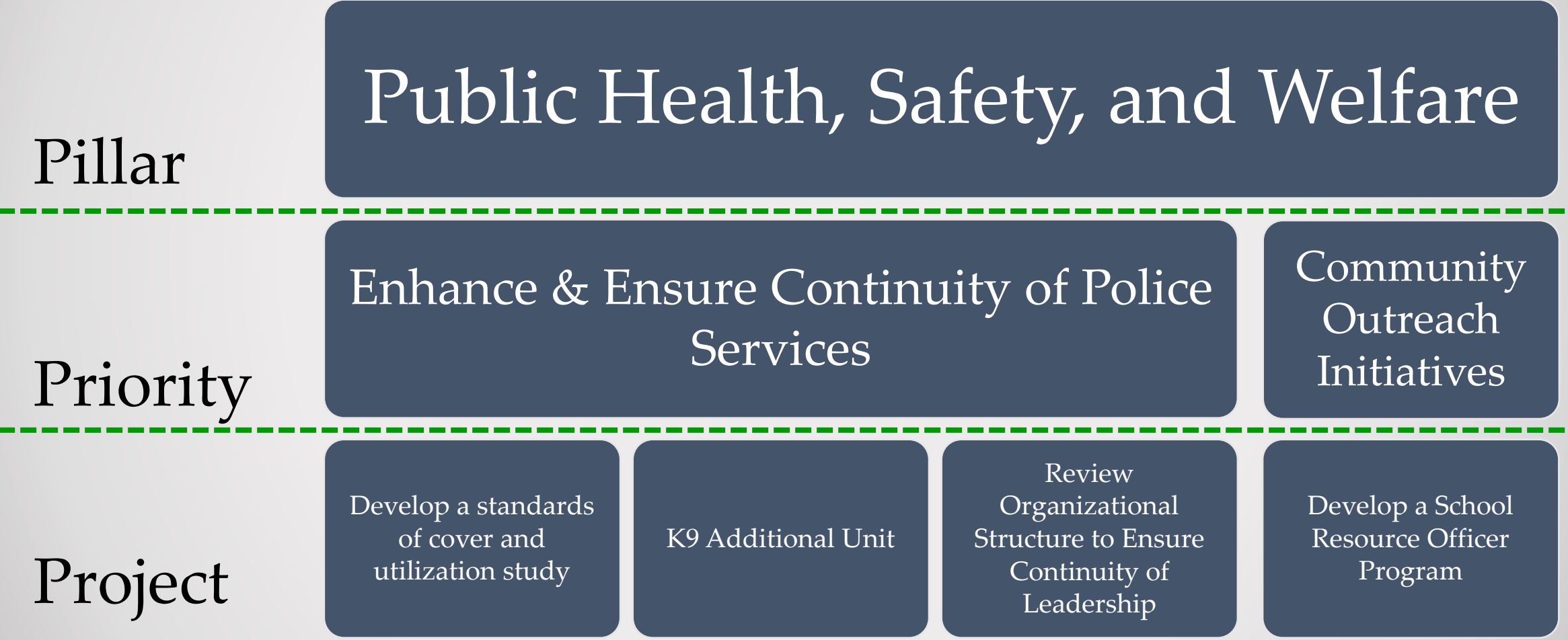


SMART Goals



Priorities, Projects, and Performance Measures should be “SMART”

Example: Strategic Plan Hierarchy



By the numbers

5 Pillars

25 Priorities

104 Projects

- 39 completed
- 21 scheduled for completion in FY 2023
- Does not include capital projects

Example: SAP Matrix

Evaluate and Implement key HR Programs that Promote Organizational Design and Development

	FY 21	FY 22	FY 23	FY 24	FY 25
Evaluate & Update Compensation and Benefit Plans	Blue				
Evaluate & Update Employee Handbook (Legal)	Green	Green	Blue		
Evaluate, Update & Develop Talent Management Processes/Programs			Yellow	Yellow	
Evaluate & Implement technology to improve efficiency within HR (NeoGov)	Yellow	Yellow	Yellow		
Research & Design Learning & Development Training Programs		Green	Blue		
Review and Update Performance Evaluation Processes		Green	Blue		

The “SAP Matrix” tracks and updates progress on priorities and projects for council and management review.

Project Status Legend

Yellow	Project planning phase
Green	Funds budgeted for this project
Blue	Project completed/operational
Red	Project cancelled

Planning and Budget Cycle or “The Circle of Life”



Rethinking Strategic Planning

- 6 core principles
 1. **Accept uncertainty**
 2. **Define the problem before defining the solution**
 3. **Provide focus by introducing constraints**
 4. **Develop a rolling planning process**
 5. **Make sure planning is collaborative**
 6. **Make sure planning is fair**



<https://www.gfoa.org/materials/rethinking-strategic-planning>

Next Steps

- Refine Department Core Services
- Achieve consensus on Priorities
- Refine Project timelines and budgets
- Execute existing projects before creating new ones
- Develop capital improvements funding plan, including bond program
- Further develop Key Performance Indicators (KPIs)

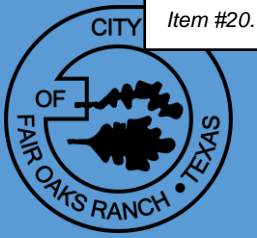
Summary

A strategic plan and long-term financial plan can:

- assess the current environment and respond to changes;
- develop commitment to the organization's vision and mission;
- achieve consensus on priorities and projects for achieving that mission.

The FOR Strategic Action Plan:

- new, but has a well-developed outline and structure
- serves as the council “playbook” for policy and budget discussion
- designed as “rolling” plan, to be updated and refined as conditions change



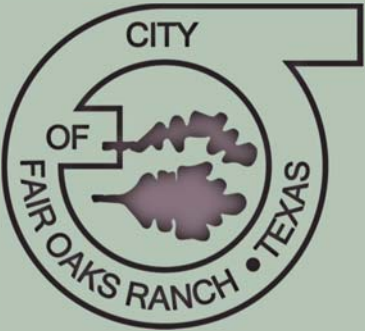
Questions?

Scott Huizenga, Assistant City Manager
June 2, 2022



FY 2023-2027

Strategic
P R I O R I T I E S



In developing this Strategic Plan, a significant amount of time was devoted by the City Council and the City Staff. The purpose of this Strategic Plan is to define the quality of life that citizens desire to maintain in the form of a vision statement, as well as to articulate an organizational mission that seeks to achieve the vision.

VISION






To offer the ideal place to call home in the Texas Hill Country, guided by strong community values and responsible growth, that provides residents of all ages a place to relax and reconnect.

MISSION

To deliver exceptional public services, preserve the natural beauty of our city, protect and promote quality of life, and foster community engagement.

ALIGNMENT OF MISSION AND VISION WITH STRATEGIC PILLARS AND PRIORITIES

In support of the City's overall Vision and Mission, certain citizen driven service expectations and risk mitigation strategies have been identified, some of which will span the next five to seven years. The City of Fair Oaks Ranch is in a period of dynamic change as it matures to build-out over the next decade. The purpose of the Strategic Plan is to keep the City of Fair Oaks Ranch on the desired course during this time of change and beyond. Five foundational focus areas called "Pillars" were first defined, were then detailed into priority areas on which to focus for the next 5-7 years. City Council reviews progress towards initiatives, and analyzes specific projects for inclusion in the budget process on an annual basis. Performance measures were developed by Staff as a means to align operations with Council's Strategic Priorities.

	Financial Integrity Securing Fair Oaks Ranch's future involves strengthening the city's financial condition by implementing strong management strategies within the organization. This priority also involves risk mitigation, and identifying funding strategies to support City goals and initiatives.	Strategic Priority Areas <ul style="list-style-type: none"> •Budget Processes •Long –Range Forecasting •Risk Inventory and Mitigation •Sustainable Financing Strategies •Financial Reporting Reliability 	Performance Measures <ul style="list-style-type: none"> ✓ % Complete on Projects ✓ Internal Controls Adherence ✓ Budget and CAFR Awards ✓ "Clean" Audit Opinion
	Responsible Growth Management Based on the Comprehensive Plan, the City will be experiencing significant growth over the next several years. The City and its leadership need to be active participants in addressing regional issues and planning efforts. The City also needs to be represented and visible at all legislative levels.	Strategic Priority Areas <ul style="list-style-type: none"> •Comprehensive Plan •Infrastructure Master Plans •Mobility & Multimodal Connectivity •Proactive Placemaking •Environmental Sustainability 	Performance Measures <ul style="list-style-type: none"> ✓ % Complete on Projects
	Reliable and Sustainable Infrastructure Based on projected residential growth and local demand for resilient streets and utilities, the construction and maintenance of a high-quality public infrastructure is priority.	Strategic Priority Areas <ul style="list-style-type: none"> •Water Continuity •Wastewater Continuity •Drainage Continuity •Roadway Continuity •City Facility Continuity 	Performance Measures <ul style="list-style-type: none"> ✓ % Complete on Projects
	Public Health, Safety and Welfare Ensuring the safety of the public continues to be among our highest priorities; this means hiring and training quality first responders and working to ensure continuity of 3rd party provided services.	Strategic Priority Areas <ul style="list-style-type: none"> •Police Services Continuity •Fire Services Continuity •EMS Continuity •Community Outreach 	Performance Measures <ul style="list-style-type: none"> ✓ % Complete on Projects
	Operational Excellence Government must have an awareness of citizens' needs while striving to provide the level of services that citizens desire. This can be achieved by managing the price of government, introducing innovative business practices, hiring quality employees, and leveraging partnerships to save resources.	Strategic Priority Areas <ul style="list-style-type: none"> •HR Programs •Communication Strategy •Service Expectations •IT Continuity and Master Plan •Interlocal Partnerships 	Performance Measures <ul style="list-style-type: none"> ✓ % Complete on Projects

PILLAR 1

FINANCIAL INTEGRITY

PRIORITY AREAS AND PROJECTS

Citizen driven mandates include remaining a bedroom community with very little commercial activity. This lack of revenue diversification leaves the City highly dependent on property taxes, which represent over 69% of General Fund revenue as compared to the average Texas City's 36%. As the City transitions toward buildout, it will be essential for citizens to comprehend the long-term financial impacts associated with funding services that reflect the values of the community through a programmed dependency on residential property taxes. This dependency combined with the City's aging infrastructure requires a strong focus on financial integrity in the next several years as the City develops a 5-10 year financial plan.

		2020	2021	2022	2023	2024	2025	2026	2027
1.1	Develop & Maintain a Budget process that links with the Strategic Action Plan								
1.1.1	Implement recurring budget/SAP review process utilizing new budget software (ClearGov)								
1.1.2	Implement sustainable recurring budget/SAP process and procedures								
1.1.3	Improve Budget Deliverables to GFOA Standards								
1.1.4	Redesign Enterprise Budget Process and Rate Model								
1.2	Develop a Five-Year Forecast								
1.2.1	Develop Five-Year Revenue & Operational Projections								
1.2.3	Develop Five-Year CIP projections								
1.3	Develop a Risk Inventory and mitigation strategies								
1.3.1	Complete Internal Controls framework for Financial Statement Controls								
1.3.2	Develop a Risk Inventory for operational risks								
1.3.3	Implement internal controls for financial and operational risks								
1.4	Develop Sustainable Financing Strategies aligned with service delivery expectations								
1.4.1	Implement a sustainable and equitable drainage funding source for stormwater								
1.4.4	Update Water Impact Fee Study								
1.4.5	Update Wastewater Impact Fee Study								
1.4.7	Address sales tax base - sales tax audit								
1.4.8	Negotiate and update new franchise fee agreements								
1.4.9	Develop a sustainable and equitable Water Rate								
1.4.10	Develop a sustainable and equitable Wastewater Rate								
1.4.11	Evaluate and Develop Capital Replacement Funding (Vehicles/Equipment, Facilities, Infrastructure)								
1.5	Ensure continuity and excellence of Financial Reporting Reliability								
1.5.1	Complete Reserve Studies								
1.5.3	Assess Monthly and Quarterly financial reporting deliverables								
1.5.4	Reconcile Impact Fees								
1.5.6	Review and Update Financial Management Policies								
1.5.7	Implement Storm Water Utility Cost Center and Business Functions								
1.6	Implement Procurement Function								
1.6.1	Hire Procurement Manager								
1.6.2	Establish Procurement Policy to include purchases, credit card purchases, employee reimbursables, etc.								
1.6.3	Implement Purchase Order Process in Incode and create Citywide SOP								
1.6.4	Formalize process for contracts execution and compliance								

PROJECT STATUS LEGEND	
	Project Planning Phase
	Funds budgeted for this project
	Project Completed/Operational
	Project Cancelled

PILLAR 2

RESPONSIBLE GROWTH
MANAGEMENTPRIORITY AREAS AND PROJECTS

Based on the Comprehensive Plan, the City will experience significant growth over the next several years. The City and its leadership need to be active participants in addressing regional issues and planning efforts. The City also needs to be represented and visible at all legislative levels.

		2020	2021	2022	2023	2024	2025	2026	2027
2.1	Manage the physical development of the city in accordance with the Comprehensive Plan								
2.1.1	Update International Family of Building and Life Safety Codes (every 3 years)								
2.1.2	Update Comprehensive Plan and Unified Development Code								
2.1.3	Develop and implement turnkey predevelopment process/development handbook								
2.1.4	Update Health Inspection Ordinance								
2.1.5	Expand Fire Inspection and ultimately Fire Marshal roles								
2.1.6	FM 3351 Owners Rep/Project Management & Utility Relocation								
2.1.7	Development Incentives								
2.1.8	Implement Building Codes Online Payment Processing through the City's Financial System								
2.2	Implement and update Infrastructure Master Plans								
2.2.1	Develop project criticality chain and funding plan (Water CIP)								
2.2.2	Develop project criticality chain and funding plan (Wastewater CIP)								
2.2.3	Develop project criticality chain and funding plan (Drainage CIP)								
2.2.4	Evaluate and update Master Plans (Waster, Wastewater)								
2.2.5	Evaluate and update Comprehensive Plan and UDC								
2.2.6	Evaluate and update Master Plans (Drainage)								
2.3	Enhance Local Mobility & Multimodal Connectivity								
2.3.1	Update Street Signage Citywide (Operational budget 01-640-254)								
2.3.2	Develop and Implement a city ROW Beautification ROW								
2.3.3	Improve Access to Preserve and Park								
2.3.4	Traffic Impact Analysis								
2.4	Align Proactive Place Making Strategies with the MDD								
2.4.1	Develop City Sponsored Application for Gateway Infrastructure *Contingent on MDD approval								
2.4.2	Develop MDD owners representation consulting agreement *Contingent on MDD approval								
2.4.3	Infrastructure Project Development *Contingent on MDD approval								
2.4.5	Align and update Civic Center Agreement between City and MDD								
2.5	Develop, Implement & Update Environmental Sustainability Programs								
2.5.1	Implement Municipal Separate Storm Sewer System (MS4) permit requirements								
2.5.2	Water Conservation Improvements								
2.5.3	Establish a Rebate Program (TGRGCD, In-House, etc)								
2.5.4	UDC Requirements for New Developments (Tree Preservation, Open Space, Conservation)								
2.5.5	Create a Geological Features Map								
2.5.6	Develop and Implement Tree preservation and Oakwilt Assessment Program								

PROJECT STATUS LEGEND	
	Project Planning Phase
	Funds budgeted for this project
	Project Completed/Operational
	Project Cancelled

PILLAR 3**RELIABLE AND SUSTAINABLE
INFRASTRUCTURE****PRIORITY AREAS AND PROJECTS**

The City of Fair Oaks Ranch is over 30 years old and is beginning to see the aging of its infrastructure and systems. Several master plans have been developed over the past three years inclusive of master water and wastewater plans, drainage plans, and a pavement assessment plan. The result of these plans was a path forward over the next several years of critically important infrastructure updates as outlined below and within the adopted Capital Improvement Plans.

		2020	2021	2022	2023	2024	2025	2026	2027
3.1	Enhance & Ensure Continuity of Reliable Water Resources in Accordance with CCN Obligations								
3.1.1	Implement and Educate regarding the Backflow Prevention Compliance program								
3.1.15	Evaluate & Secure Future water supply in accordance with adopted master plans								
3.1.17	Develop a Long-term water improvement Plan for fire protection utilizing Master Plan								
3.2	Enhance & Ensure Continuity of Reliable Wastewater Treatment in Accordance with CCN Obligations								
3.2.15	Implement Wastewater System EPA Risk Assessment and Emergency Response Plan								
3.2.5	Improve the Capacity, Maintenance, Operation and Maintenance (CMOM) EPA program								
3.3	Enhance & Ensure Continuity of Reliable Drainage Improvement Initiatives								
3.3.1	Establish a programmed and systematic approach for Drainage Improvements from Master Plan (CIP)								
3.4	Enhance & Ensure Continuity of Reliable Roadway Improvement Initiatives								
3.4.1	Develop Roadway Master Maintenance and Rehabilitation Capital Improvement Plan								
3.4.2	Assess annual road maintenance program								
3.4.3	Conduct long-term road condition analysis (traffic studies, PCI, etc.)								
3.4.4	Evaluate, Implement and maintain a road rehabilitation plan								
3.5	Enhance & Ensure Continuity of Reliable City Facilities								
3.5.2	Develop a City Facilities Master Plan								
3.5.3	Develop a Citywide space plan								
3.5.4	City Hall Renovation-Construction								
3.5.5	Develop plan for a civic center building and campus								
3.5.6	City Hall Renovation - Equipment and Furniture								

PROJECT STATUS LEGEND	
	Project Planning Phase
	Funds budgeted for this project
	Project Completed/Operational
	Project Cancelled

PILLAR 4**PUBLIC HEALTH, SAFETY AND
WELFARE****PRIORITY AREAS AND PROJECTS**

Maintaining a high level of service from the City's Police, Fire, and EMS has been indicated as a priority to the City's residents. Additionally, as the relationship between our service providers for Fire and EMS evolves, the City must be in a position to continue to provide superior services.

		2020	2021	2022	2023	2024	2025	2026	2027
4.1	Enhance & Ensure Continuity of Police Services								
4.1.1	Implement Police Salary and Benefit Plan								
4.1.6	Develop a standards of cover and utilization study								
4.1.7	Implement findings from standards and utilization study								
4.1.8	K9 Additional Unit								
4.1.9	Review Organizational Structure to Ensure Continuity of Leadership								
4.1.10	Develop a formal recognition program to boost morale/retention								
4.2	Develop a Long-Term Strategy for Continuity of Fire Services								
4.2.1	Develop a standards of cover and utilization study								
4.2.2	Implement findings from standards and utilization study								
4.3	Develop a Long-Term Strategy for Continuity of Emergency Medical Services								
4.3.1	Develop a standards of cover and utilization study								
4.3.2	Implement findings from standards and utilization study								
4.4	Enhance & Maintain Public Safety Community Outreach Initiatives								
4.4.1	Develop a School Resource Officer Program to provide security and promote communication with schools								
4.5	Establish a Formal Emergency Response Plan								
4.5.1	Develop an incident command hierarchy								
4.5.2	Develop and document a Continuity of Operation Plan								
4.5.3	Ensure senior staff is properly certified/trained for EOC (NIMS/ICS)								

PROJECT STATUS LEGEND	
	Project Planning Phase
	Funds budgeted for this project
	Project Completed/Operational
	Project Cancelled

PILLAR 5**OPERATIONAL EXCELLENCE****PRIORITY AREAS AND PROJECTS**

Maintaining a high level of customer service is a core function. The City operates through a multitude of service providers and plays a critical role in directly providing municipal services along with supporting and coordinating many others. The City most often serves as the first point of contact for residents and businesses.

The City's ambitious vision and mission cannot be implemented without highly skilled, trained, and motivated people. Ensuring the highest degree of effectiveness and customer service at all levels is an utmost priority. Providing facilities and resources to ensure a productive work environment and encourage a culture of innovation and creative problem-solving is key.

Providing effective two-way communications with residents is essential. As the City experiences change and growth in the coming years, it will be important to develop a sustainable atmosphere of trust and transparency within the community.

		2020	2021	2022	2023	2024	2025	2026	2027
5.1	Evaluate and Implement key HR Programs that Promote Organizational Design and Development								
5.1.1	Evaluate & Update Compensation and Benefit Plans inclusive of Exempt/Non-Exempt status								
5.1.2	Evaluate & Update Employee Handbook (Legal)								
5.1.3	Evaluate, Update & Develop Talent Management Processes/Programs								
5.1.4	Evaluate & Implement technology to improve efficiency within HR (NeoGov)								
5.1.5	Research & Design Learning & Development Training Programs								
5.1.6	Review and Update Performance Evaluation Processes								
5.2	Develop & Implement a Proactive Communication Strategy								
5.2.2	Develop and implement a communications strategy and marketing program (logo/branding)								
5.2.4	Create collaborative partnerships with schools, FORHA, business organizations and governments								
5.2.5	Develop and implement live stream and video capabilities for council meetings								
5.3	Evaluate & Update Service Delivery Expectations & Best Practices								
5.3.2	Develop and implement a records management plan								
5.3.3	Develop and implement digitization program for city records								
5.3.5	Implement paper-lite processes and procedures - Municipal Court								
5.3.6	Streamline Judge and Prosecutor case flow processes - Municipal Court								
5.3.7	Develop Risk mitigations and corrections strategies - Municipal Court								
5.3.8	Enhance online services for case management and customers - Municipal Court								
5.3.10	Implement agenda management program								
5.3.11	Evaluate and implement Public Information Request software programs								
5.3.12	Implement Fuel Station for City Fleet Vehicles								
5.5	Evaluate & Update IT Infrastructure, Software, & Security								
5.5.1	Define and Develop & Implement Core components of the IT master Plan								
5.5.2	Conduct IT risk analysis and vulnerability assessment								
5.5.3	Implement Cyber Security Processes and Procedures								

PROJECT STATUS LEGEND	
	Project Planning Phase
	Funds budgeted for this project
	Project Completed/Operational
	Project Cancelled

CAPITAL IMPROVEMENT PLAN

A Capital Improvement Plan (CIP) is a multi-year forecast which identifies major capital projects requiring the use of public funds over and above routine annual operating expenses.

A capital project creates, improves, replaces, repairs, or permanently adds to City assets including: land, site improvements, streets, bridges, utility improvements, major equipment, and computer hardware purchases.

This CIP is a supplement to the City's larger strategic action plan, and is aligned with the mission, values and Pillars set forth by the City Council. This plan outlines the City's large capital projects and their corresponding timelines.

PILLAR 3**RELIABLE AND SUSTAINABLE
INFRASTRUCTURE - DRAINAGE CIP**

		2020	2021	2022	2023	2024	2025	2026	2027
3.3	Enhance & Ensure Continuity of Reliable Drainage Improvement Initiatives								
3.3 Projects	Design, construct, and complete drainage projects as identified in the five-year capital improvements plan								
3.3.2	Drainage 7840 Silver Spur Trail (Drainage CIP # 17)								
3.3.3	Drainage 29010 Tivoli Way (Drainage CIP #34)								
3.3.4	Drainage 7715 Fair Oaks Parkway (Drainage CIP #25)								
3.3.5	Drainage 8410 Noble Lark Dr. (CIP# 36)								
3.3.6	Drainage 29314 Sumpter Drive (CIP# 32)								
3.3.7	Drainage 7967 Turf Paradise Lane (Drainage CIP #37)								
3.3.8	Drainage 7900 Fair Oaks Parkway (Drainage CIP #30)								
3.3.9	Drainage 7820 Rolling Acres Trail (Drainage CIP #5)								
3.3.10	Drainage Repairs at Rockinghorse Lane (Drainage CIP #61)								
3.3.11	Drainage Ammann Road Low Water Cross (CIP# 1)								
3.3.12	Drainage 8426 Triple Crown (CIP# 41)								
3.3.13	Drainage 7420 Rolling Acres Trail (CIP#6)								
3.3.14	Drainage 8472 Rolling Acres Trail (CIP# 2)								
3.3.15	Drainage 31988 Scarteen (CIP# 44)								
3.3.16	Drainage 7644 Pimlico Lane (CIP# 46)								
3.3.17	Drainage 8040 Rolling Acres Trail (CIP# 4)								
3.3.18	Drainage 7740 Pimlico Lane (CIP# 42)								
3.3.19	Drainage 32030 Scarteen (CIP# 53)								
3.3.20	Drainage 8312 Triple Crown (CIP #43)								
3.3.21	Drainage 8045 Flagstone (CIP# 63)								
3.3.22	Drainage 28907 Chartwell Lane (CIP #35)								
3.3.23	Drainage 8622 Delta Dawn (CIP# 15)								
3.3.24	Drainage 8037 Rock Oak Circle (CIP# 58)								

PROJECT STATUS LEGEND	
	Project Planning Phase
	Funds budgeted for this project
	Project Completed/Operational
	Project Cancelled

PILLAR 3

RELIABLE AND SUSTAINABLE
INFRASTRUCTURE - ROADWAY CIP

		2020	2021	2022	2023	2024	2025	2026	2027
3.4	Enhance & Ensure Continuity of Reliable Roadway Improvement Indicatives								
3.4 Projects	Design, construct, and complete roadway projects as identified in the five-year capital improvements plan								
3.4.5	Texdot HSIP (Hwy Safety Improvement Program) - Ammann Road								
3.4.6	Texdot HSIP (Hwy Safety Improvement Program) - Roundabout at Fair Oaks Pky and Dietz Elkhorn								
3.4.7	Modify Chartwell and Dietz Intersection								
3.4.8	Bond Development Program								
3.4.9	Right Turn School Lane at Van Raub Elementary School and Dietz								
3.4.10	Dietz Elkhorn Roadway reconstruction, Addition of ped/bike amenities, drainage/utility adjustments								
3.4.11	Ammann Rd Roadway reconstruction, Addition of paved shoulders, drainage/utility adjustments								
3.4.12	Rolling Acres Roadway reconstruction, Addition of paved shoulders, drainage/utility adjustments								
3.4.13	Post Oak Tr Roadway reconstruction, Addition of paved shoulders, drainage/utility adjustments								
3.4.14	Connect sidewalk between both Elkhorn Ridge subdivision entrances on the north side of Dietz Elkhorn								
3.4.15	Battle Intense Reconstructing sidewalk curb. Long term solutions will include reconstruction of headwall								

PROJECT STATUS LEGEND	
	Project Planning Phase
	Funds budgeted for this project
	Project Completed/Operational
	Project Cancelled

PILLAR 3

RELIABLE AND SUSTAINABLE
INFRASTRUCTURE - W/WW CIP

		2020	2021	2022	2023	2024	2025	2026	2027
3.1	Enhance & Ensure Continuity of Reliable Water Resources in Accordance with CCN Obligations								
3.1 Projects	Design, construct, and complete water projects as identified in the five-year capital improvements plan								
3.1.2	Plant 2 Hydropneumatic Tank and Variable Frequency Drives (1W)								
3.1.3a	Upgrade various Mechanical/Structural/Electrical at Elmo Davis Pump Station & GST's (1R, 2R)								
3.1.3b	Upgrade Electrical at Elmo Davis Pump Station (3R)								
3.1.4	Replace Existing Waterline - Creek Crossings West (not Impact Fee)(6R)								
3.1.5	Replace Willow Wind Drive/Red Bud Hill Water Line (not Impact Fee)(29R)								
3.1.6	Build Elevated Storage Tank with Plant 3 Upgrades, System PRVs, and 12-inch waterline (2W)								
3.1.7	Update and Repair Water Treatment Plant Buildings								
3.1.8	Well 27 Electrical (15R)								
3.1.9	Install Variable Frequency Drives at Plant No. 2 (Combined with 3.1.2)								
3.1.10	Replace Rolling Acres Trail Water Line Rehabilitation								
3.1.11	Expand Plant No. 5 Zone B (400 gpm) and Install new 0.5 MG GST with Solar Bee system (impact fee) (5W)								
3.1.12	Expand Elmo Davis Water Plant Zone C (650 gpm) (impact Fee) (6W)								
3.1.13	Upgrade Electrical/Instrumentation at Plant No. 3 Pump Station (5R)								
3.1.14	Reroute Fair Oaks Parkway Water Line (30R)								
3.1.16	Build Plant No. 6 and New GBRA Delivery Point (11W)								
3.1.18	Create Regional Partnerships for future Utility and Infrastructure Needs								
3.1.19	Establish a Water Tank Maintenance and Repair Program (operations budget)								
3.1.21	Implement Water System EPA Risk Assessment and Emergency Response Plan								
3.1.22	Replace Existing Waterline - Central								
3.1.23	Replace Existing Waterline -Keeneland								
3.1.24	Old Fredericksburg Waterline (Added to SAP for FY21-22) (not impact fee)								
3.1.25	Well K6 Electrical (11R)								
3.1.26	Well CR1 Electrical (16R)								
3.1.27	Well 31 Mechanical (19R)								
3.1.28	Well 9 Electrical (13R)								
3.1.29	Pump Station - New 2.0 MGD (1RU)								

		2020	2021	2022	2023	2024	2025	2026	2027
3.2	Enhance & Ensure Continuity of Reliable Wastewater Treatment in Accordance with CCN Obligations								
3.2 Projects	Design, construct, and complete wastewater projects as identified in the five-year capital improvements plan								
3.2.1	Upgrade and Expand the WWTP Effluent Transfer Pump Station (27R)								
3.2.2	Existing Wastewater Treatment Plant Improvements - Solids Handling Improvements (4R)								
3.2.3	Install 8-inch Gravity Sanitary Sewer Line and Decommission Falls Lift Station (1S)								
3.2.4	Finalize & Advance Wastewater Treatment Plant Study (2.1S)								
3.2.6	Implement Mechanical System Improvements at School Lift Station (8R)								
3.2.7a	Implement Instrumentation System Improvements at Deer Meadows Lift Stations No 1 (10R)								
3.2.7b	Implement Instrumentation System Improvements at Deer Meadows Lift Stations No 2 (9R)								
3.2.8	Install SCADA at the Live Oak and Blackjack Chlorine Booster Stations								
3.2.9	Install New Gravity Trunk Line from Old WWTP to New WWTP (3S)								
3.2.10	Upgrade Reuse Water System: 2.0 MGD Pump Station (1RU)								
3.2.11	New Wastewater Treatment Plant/Decommission Old (2S)								
3.2.13	Update and Repair Wastewater Treatment Plant Buildings - repair road (Operational budget 05-502-150)								
3.2.16	1.6 MGD Lift Station and 12" Force Main to New WWTP (4S)								

PROJECT STATUS LEGEND	
	Project Planning Phase
	Funds budgeted for this project
	Project Completed/Operational
	Project Cancelled

PILLAR 5

OPERATIONAL EXCELLENCE

INFORMATION TECHNOLOGY CIP



5.5	Evaluate & Update IT Infrastructure, Software, & Security	2020	2021	2022	2023	2024	2025	2026	2027
5.5 Projects	Develop and implement IT Infrastructure projects as defined in the equipment and replacement plan								
5.5.4a	Update Work Order System with GIS Compatible software-GF								
5.5.4b	Update Work Order System with GIS Compatible software-W								
5.5.4c	Update Work Order System with GIS Compatible software-WW								
5.5.5	Improve use of SCADA data								
5.5.6	Define and Develop SCADA program based on build-out functional needs								
5.5.7	City Hall Cabling and Network Infrastructure for City Hall								
5.5.8	Increase Redundancy at PD building								
5.5.9	Overhaul network connections to W/WW plants								
5.5.10	Phone System Upgrade								
5.5.11	Virtualize Aquametric and SCADA								
5.5.12	EOC Planning, emergency planning								
5.5.13	Workstations-Inventory/Audit and replacement schedule								
5.5.15	GPS on City vehicles								
5.5.16	Decommission IT hardware								
5.5.17	IT Ticketing System (SLAs, customer feedback)								
5.5.19	Assess HVAC in PD server room through a study								
5.5.20	Servers Group#1 -2008, Servers Group#2 - 2012								
5.5.21	Old data stored in incompatible formats(Lotus 123, Microsoft Works, etc.)								
5.5.22	Data Retention								
5.5.23	DLP (data loss prevention): Varonis								
5.5.24	Encrypted Emails (hardware: Zix vs Software)								
5.5.25	Software Consolidation (services /data) Inventory, Planning, Execution								
5.5.27	Access Controls - to the building								
5.5.28	Multi-Factor Authentication								
5.5.29	Certificate Servers								
5.5.30	Address the results of the vulnerability assessment								
5.5.31	IT Penetration Testing								
5.5.32	Cyber Security Framework								
5.5.33	Network Access Protection								
5.5.35	IPS + firewall upgrade								
5.5.36	Continuous Monitoring Solution								
5.5.37	Hard Drive Encryption								
5.5.38	SIEM (security information and event management)								
5.5.39	Increase SAN/Backup Efficiency & Storage Capacity for PD CID data files								

PROJECT STATUS LEGEND	
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