



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

Thursday, October 17, 2024 at 6:30 PM

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

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

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## **AGENDA**

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### **OPEN MEETING**

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

### **CITIZENS and GUEST FORUM**

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

3. Citizens to be heard.

### **PRESENTATIONS**

4. Municipal Court Week Proclamation.

Gregory C. Maxton, Mayor

5. Trinity Glen Rose Groundwater Conservation District (TGRGCD) - District Update.

Joe duMenil, TGRGCD Board President

6. Recognition of the Employee of the Quarter (Q4 - July through September 2024): Alexander Willis, Interim Police Lieutenant.

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

### **CONSENT AGENDA**

*All of the following items are considered to be routine by the City Council, there will be no separate discussion on these items and will be enacted with one motion. Items may be removed by any Council Member by making such request prior to a motion and vote.*

7. Approval of the September 19, 2024 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

8. Approval of a resolution authorizing the execution of a Purchase Order with Innovation Network Technologies for a backup appliance.

Clayton Hoelscher, Procurement Manager

9. Approval of a resolution authorizing the execution of an agreement with M12 Enterprise Solutions LLC for On-Call Pavement Marking Services.

Clayton Hoelscher, Procurement Manager

### CONSIDERATION/DISCUSSION ITEMS

10. Consideration and possible action approving a resolution to incorporate an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City of Fair Oaks Ranch Water Certificate of Convenience and Necessity (CCN).

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

11. Consideration and possible action approving a resolution to incorporate an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City of Fair Oaks Ranch Wastewater Certificate of Convenience and Necessity (CCN).

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

### WORKSHOP

12. Review of proposed City of Fair Oaks Ranch Unified Development Code amendment categories.

Carole Vanzant, CPM, Assistant City Manager

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

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

### REQUESTS AND ANNOUNCEMENTS

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

### CONVENE INTO EXECUTIVE SESSION

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

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

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

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

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

**Sec. 551.074 (Personnel Matters)**

- 19. To perform the annual evaluation of the City Manager.

**RECONVENE INTO OPEN SESSION**

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

**ADJOURNMENT**

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

Gregory C. Maxton, Mayor

I, Christina Picioccio, TRMC, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the City’s website [www.fairoaksranchtx.org](http://www.fairoaksranchtx.org), both places being convenient and readily accessible to the general public at all times.

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, October 14, 2024 and remained so posted continuously for at least 72 hours before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting.

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





*Proclamation*  
*The City of Fair Oaks Ranch*  
*Office of the Mayor*

**WHEREAS**, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

**WHEREAS**, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public’s experience in municipal court;

**WHEREAS**, the City of Fair Oaks Ranch has hosted the Fair Oaks Ranch Municipal Court since 1988;

**WHEREAS**, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Fair Oaks Ranch Municipal Court is a state court and its judges are members of the state judiciary;

**WHEREAS**, the procedures for the Fair Oaks Ranch Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

**WHEREAS**, the City of Fair Oaks Ranch is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

**WHEREAS**, Fair Oaks Ranch Municipal Judges are not policy makers for the City of Fair Oaks Ranch but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

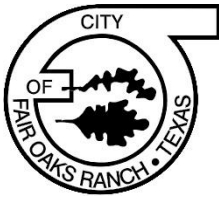
**WHEREAS**, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Fair Oaks Ranch Municipal Court in complying with such legal requirements.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS THAT THE WEEK OF NOVEMBER 4-8, 2024 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF FAIR OAKS RANCH.**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Fair Oaks Ranch to be affixed this 17<sup>th</sup> day of October, 2024

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

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



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

Thursday, September 19, 2024 at 6:30 PM

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

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

**MINUTES**

**OPEN MEETING**

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

Council Present: Mayor Maxton and Council Members: Stroup, Rhoden, Koerner, and Muenchow

Council Absent: Council Members Olvera and Parker

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

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

**CITIZENS and GUEST FORUM**

**3. Citizens to be heard.**

Resident Craig Matson spoke about security in the City regarding isolated gang activity due to the current administration not enforcing immigration law.

Mayor Maxton read a letter from resident, Geri Pieper, regarding speed monitoring on Dietz Elkhorn and asking Council to decrease the speed limit from 35 mph to 30 mph.

**PRESENTATIONS**

**4. IT Professionals Day Proclamation.**

Mayor Maxton presented a Proclamation recognizing IT Professionals Day.

**5. HR Professionals Day Proclamation.**

Mayor Maxton presented a Proclamation recognizing HR Professionals Day.

**CONSENT AGENDA**

**6. Approval of the September 5, 2024 Special City Council meeting minutes.**

**7. Approval of the September 5, 2024 Regular City Council meeting minutes.**

**8. Approval of the second reading of an ordinance amending the City of Fair Oaks Ranch Unified Development Code (UDC) regarding comprehensive amendments, including various policy and administrative changes.**

**9. Approval of a resolution approving an agreement for depository and banking services with Frost Bank to serve as the City's primary banking services depository and authorizing the City Manager to execute all necessary documents.**

- 10. **Approval of a resolution authorizing the execution of an agreement with Patti Engineering, Inc. for Supervisory Control and Data Acquisition (SCADA) support services.**
- 11. **Approval of a resolution authorizing the execution of an Interlocal Agreement with the City of Boerne for Animal Control Services for FY 2024-25, expenditure of the required funds, and execution of all applicable documents by the City Manager.**
- 12. **Approval of a resolution authorizing the execution of an Interlocal Agreement by and between the City of Boerne and Kendall County for Public Safety and Utilities Communication Services, expenditure of the required funds, and execution of all applicable documents by the City Manager.**

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

VOTE: 5 - 0; Motion Passed.

**CONVENE INTO EXECUTIVE SESSION**

City Council convened into Executive Session at 6:50 PM regarding:

**Sec. 551.074 (Personnel Matters)**

- 32. **To conduct interviews, individually, of applicants for vacancies on various boards, commissions, and committees for the City of Fair Oaks Ranch.**

**RECONVENE INTO OPEN SESSION**

Mayor Maxton reconvened the meeting into Open Session at 7:14 PM. No action was taken.

**CONSIDERATION/DISCUSSION ITEMS**

- 13. **Consideration and possible action approving the second reading of an ordinance adopting the City budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.**

MOTION: Made by Council Member Stroup, seconded by Council Member Koerner, to approve the approve the FY 2024-25 budget ordinance.

VOTE: 5 - 0; Motion Passed. as Recorded:

Vote: Maxton - For; Stroup - For; Rhoden - For; Koerner - For; and Muenchow - For

**14. Consideration and possible action approving the second reading of an ordinance levying a property tax rate of 28.53 cents per \$100 taxable valuation on property in the City of Fair Oaks Ranch for tax year 2024; determining due and delinquent dates; and providing an effective date.**

MOTION: Made by Council Member Muenchow, seconded by Council Member Rhoden, to approve an ordinance levying an ad valorem tax rate of 28.53 cents per \$100 taxable valuation for tax year 2024; providing when taxes shall become due and delinquent; and providing an effective date.

VOTE: 5 - 0; Motion Passed.

**15. Consideration and possible action approving a resolution ratifying the recently adopted budget for FY 2024-25 that contains a property tax rate that raises more total property taxes than the previous year.**

MOTION: Made by Council Member Stroup, seconded by Council Member Muenchow, to approve a resolution ratifying the recently adopted budget for FY 2024-25 that contains a property tax rate that raises more total property taxes than the previous year.

VOTE: 5 - 0; Motion Passed.

**16. Consideration and possible action approving a resolution adopting the FY 2024-25 Pay Schedule for General Government, Police, and Seasonal Employees.**

MOTION: Made by Council Member Koerner, seconded by Council Member Rhoden, to approve a resolution adopting the FY 2024-25 Pay Schedule for General Government, Police, and Seasonal employees.

VOTE: 5 - 0; Motion Passed.

**17. Consideration and possible action approving the second reading of an ordinance extending the expiration of Ordinance 2024-10 from October 2, 2024 to January 31, 2025.**

MOTION: Made by Council Member Muenchow, seconded by Council Member Rhoden, to approve the second reading of an ordinance extending the expiration date of Ordinance 2024-10 from October 2, 2024 to January 31, 2025.

VOTE: 5 - 0; Motion Passed.

**18. Consideration and possible action approving the second reading of an ordinance extending the expiration date of Ordinance 2024-11 from October 2, 2024 to January 31, 2025.**

MOTION: Made by Council Member Stroup, seconded by Council Member Muenchow, to approve the second reading of an ordinance extending the expiration date of Ordinance 2024-11 from October 2, 2024 to January 31, 2025.

VOTE: 3 - 2; Motion Failed as Recorded:

Vote: Maxton - For; Stroup - For; Rhoden - For; Koerner - Against; and Muenchow - Against

**19. Consideration and possible action approving a resolution approving and adopting an amended Investment Policy for the investment of public funds, providing for the highest investment return, maximum security, and conforming to all state and local statutes governing the investment of public funds.**

MOTION: Made by Council Member Rhoden, seconded by Council Member Muenchow, to approve a resolution adopting an amended Investment Policy for the investment of public funds.

VOTE: 5 - 0; Motion Passed.

**20. Consideration and possible action approving a resolution to appoint Council Members as members or liaisons to various boards, committees, and commissions.**

MOTION: Made by Mayor Maxton, seconded by Council Member Muenchow, to approve a resolution assigning council members as members or liaisons to the boards, committees, and commissions.

VOTE: 5 - 0; Motion Passed.

**21. Consideration and possible action approving a resolution to appoint members to fill places on the City of Fair Oaks Ranch Capital Improvement Advisory Committee.**

MOTION: Made by Council Member Koerner, seconded by Council Member Rhoden, to approve a resolution appointing Joe DeCola to Place 1, Harold Prasatik to Place 2, and Gary Miller to Place 3 on the City of Fair Oaks Ranch Capital Improvement Advisory Committee.

VOTE: 5 - 0; Motion Passed.

**22. Consideration and possible action approving a resolution to appoint members to fill places on the City of Fair Oaks Ranch Municipal Development District Board of Directors.**

MOTION: Made by Mayor Maxton, seconded by Council Member Muenchow, to approve a resolution appointing Laura Koerner to Place 2, Nicholas DiCianni to Place 4, and Mike Lovelace to Place 5 on the City of Fair Oaks Ranch Municipal Development District Board of Directors.

VOTE: 5 - 0; Motion Passed.

**23. Consideration and possible action approving a resolution to appoint members to fill places on the City of Fair Oaks Ranch Planning & Zoning Commission.**

MOTION: Made by Council Member Rhoden, seconded by Council Member Stroup, to approve a resolution appointing Linda Tom to Place 1, Bobbe Barnes to Place 2, and David Horwath to Place 4, on the City of Fair Oaks Ranch Planning and Zoning Commission.

VOTE: 5 - 0; Motion Passed.

**24. Consideration and possible action approving a resolution to appoint members to fill places on the City of Fair Oaks Ranch Zoning Board of Adjustment.**

MOTION: Made by Council Member Rhoden, seconded by Council Member Stroup, to approve a resolution appointing Dean Gaubatz to Place 2, Edward Gillespie to Place 3, J.C. Taylor to Place 5, and Al McDavid as Alternate 2, on the City of Fair Oaks Ranch Zoning Board of Adjustment.

VOTE: 5 - 0; Motion Passed.

**25. Consideration and possible action approving a resolution to appoint members to fill places on the City of Fair Oaks Ranch Transportation Safety Advisory Committee.**

MOTION: Made by Mayor Maxton, seconded by Council Member Muenchow, to approve a resolution appointing: Chris Doepke to Regular Place 1; Shawn Balusek to Regular Place 2; Al Schmidt to Regular Place 3; Denise Fortenberry to Regular Place 4; John Wall to Regular Place 5; Sharon Brimhall to Alternate Place 1; and Josh Cooke to Alternate Place 2 on the City of Fair Oaks Ranch Transportation Safety Advisory Committee.

VOTE: 5 - 0; Motion Passed.

**REQUESTS AND ANNOUNCEMENTS**

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

Mayor Maxton announced the upcoming transition of waste removal services from Republic Services to Frontier Waste, effective September 30, 2024. He noted that service schedules will remain unchanged, with no expected interruption for residents. Recycle and trash bins will be replaced during regularly scheduled pickup days starting the week of September 23, 2024. Once the bins are emptied and collected, Frontier Waste will deliver new bins by the following day. Mayor Maxton also encouraged residents to attend the "Coffee with Chief" event on October 5, 2024, where they can meet and speak with the Interim Police Chief, Todd Smith, at Spotted Deer from 8:00 AM to 10:00 AM.

**27. Announcements by the City Manager.**

City Manager Scott Huizenga announced the retirement of Water/Wastewater Operator II, Bill Champion on September 27, 2024, after an impressive 16 years of service. With a remarkable 50-year career in the wastewater industry, Bill was recognized as the Outstanding Operator of the Year by the Water Environment Association of Texas in 2022. The City Manager congratulated Bill on his distinguished career and well-deserved retirement.

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

N/A

**CONVENE INTO EXECUTIVE SESSION**

City Council convened into closed session at 8:18 PM regarding:

**Sec. 551.074 (Personnel Matters)**

34. To perform the annual evaluation of the City Secretary.

City Council did not convene into closed session regarding:

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

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

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

31. 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 Matters)**

33. To perform the annual evaluation of the City Manager.

**RECONVENE INTO OPEN SESSION**

City Council reconvened into Open Session at 9:06 PM. No action was taken.

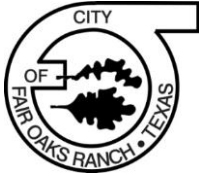
**ADJOURNMENT**

Mayor Maxton adjourned the meeting at 9:06 PM.

ATTEST:

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Gregory C. Maxton, Mayor

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Christina Picioccio, TRMC, City Secretary




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## CITY COUNCIL CONSENT ITEM CITY OF FAIR OAKS RANCH, TEXAS

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AGENDA TOPIC: Approval of a resolution authorizing the execution of a Purchase Order with Innovation Network Technologies for a data backup appliance.

DATE: October 17, 2024

DEPARTMENT: Finance

PRESENTED BY: Consent Item: Clayton Hoelscher, Procurement Manager

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### **INTRODUCTION/BACKGROUND:**

The City has an existing backup appliance that stores data and keeps it off site for disaster recovery. Data backup systems are typically stored off site to ensure data is not held in one place and to ensure accessibility for restoration if a primary site is inaccessible due to a disaster or unforeseen event. The City's current backup appliance has been in use since 2020 and a larger capacity device is now needed. Purchasing a larger and more capable device will allow the City to process the large data sets during a recovery operation as well as enable a longer look-back time frame in the event of a cybersecurity incident. Although the City has offloaded some data to cloud servers, the City still has IT infrastructure on premise that needs to be maintained and backed up.

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

- Meets Strategic Action Plan item to Evaluate and Update IT Infrastructure, Software and Security.
- Entering into a three-year agreement allows the City to lock in existing pricing and not have future price increases annually.
- Complies with Procurement Requirements
- Supports all components of the City by ensuring the City's data is sufficiently backed up.

The City will purchase this by utilizing the Texas Department of Information Resources (DIR) Purchasing Cooperative. Utilizing DIR fulfills our competitive requirements.

### **LONGTERM FINANCIAL & BUDGETARY IMPACT:**

Funds are available for this purchase. The cost of the first year is \$63,995.25. The cost for the second and third years are \$63,451.91 each and will need to be budgeted in future fiscal years.

### **LEGAL ANALYSIS:**

The City's standard Purchase Order will be issued to Innovation Network Technologies for this purchase.



**RECOMMENDATION/PROPOSED MOTION:**

Consent Item - I move to approve a resolution authorizing the City Manager to execute an agreement with Innovation Network Technologies in an amount not to exceed \$190,899.07.

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH INNOVATION NETWORK TECHNOLOGIES FOR A BACKUP APPLIANCE AND THREE YEARS OF LICENSING; EXPENDITURE OF THE REQUIRED FUNDS; AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER.**

**WHEREAS**, the City of Fair Oaks Ranch (the “City”) has included funds in the FY 2025-26 budget for a new backup appliance for the City’s data; and,

**WHEREAS**, the City is purchasing this in accordance with Texas Local Government Code 791 by utilizing a Texas Department of Information Resources Cooperative Purchasing Agreement; and,

**WHEREAS**, the total cost for the hardware and three years of licensing is \$190,899.07; and,

**WHEREAS**, the cost for year one will be \$63,995.25; and,

**WHEREAS**, this Purchase Order (**Exhibit A**) will begin on October 1, 2024 and expire after October 31, 2027; and,

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports the project and authorizes the execution of a Purchase Order with Innovation Network Technologies.

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

**Section 1** The City Council hereby authorizes the City Manager to execute a Purchase Order for a backup appliance and three years of licensing, to expend required funds up to \$190,899.07, and to execute any and all applicable documents to effectuate this resolution.

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

**Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

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

**Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the

provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

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

**PASSED, APPROVED, and ADOPTED on this 17<sup>th</sup> day of October 2024.**

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Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

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Christina Picioccio, TRMC  
City Secretary

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



# Purchase Order

## City of Fair Oaks Ranch

PURCHASE ORDER # 10182024CH

7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015  
Phone 210-698-0900 Fax 210-698-3565  
acctspayable@fairoaksranchtx.org

Note: Please send all invoicing to ACCTS  
PAYABLE (acctspayable@fairoaksranchtx.org)

**VENDOR:** Innovation Network Technologies Corporation  
5729 Lebanon Road, Suite 144  
Frisco, Tx 75034

**SHIP TO:** City of Fair Oaks Ranch  
ATTN: Brian LeJeune  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015  
210-698-0900

### Data Backup Hardware, Licensing and Support

- Year 1: \$63,995.25
- Year 2: \$63,451.91
- Year 3: \$63,451.91

Details Included in Proposal # 005919-R1  
Reference DIR Contract # DIR-TSO-4332

Note: Please send registration information for hardware items to [itwarranty@fairoaksranchtx.org](mailto:itwarranty@fairoaksranchtx.org)

Please send registration information for software items to [licensing@fairoaksranchtx.org](mailto:licensing@fairoaksranchtx.org)

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

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



**InNet Consultant:**  
Matt Dinsdale  
mdinsdale@innetworktech.com  
Phone: (469)939-7672  
Fax:

Date: September 06, 2024  
Quote Expires: 200 day(s)  
Payment Terms: Net 25

**Proposal # 005919-R1**

<p><b>Bill to:</b>  <b>City of Fair Oaks Ranch</b>                  7286 Dietz Elkhorn                  Fair Oaks Ranch, Texas 78015                  Brian LeJeune                  (210) 698-0900                  blejeune@fairoaksranchtx.org</p>	<p><b>Ship to:</b>  <b>City of Fair Oaks Ranch</b>                  7286 Dietz Elkhorn                   Fair Oaks Ranch, Texas 78015                  Brian LeJeune                  (210) 698-0900                  blejeune@fairoaksranchtx.org</p>
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<b>YEAR 1</b>				
Product	Description	Qty	Unit Price	Total Ext
	Platinum Suport Component for Recover Series Bundle	1	29,669.6200	\$29,669.62
	Platinum Support for Backup Enterprise Plus Socket License: 24/7 technical assistance and software upgrades.	2	462.4400	\$924.88
	Cloud 500GB -Infinite Retention - Annual Subscription	1	1,121.1600	\$1,121.16
	Cloud 500GB -90 Days Retention - Annual Subscription	48	661.1719	\$31,736.25
	Services - Includes up to one (1) remotely delivered session of up to one (1) hour with a Services Consultant to move metadata for up to one (1) replacement appliance when backing up to the cloud.	1	543.3400	\$543.34

<b>YEAR 2</b>				
Product	Description	Qty	Unit Price	Total Ext
	Platinum Support Component for Recover Series Bundle	1	29,669.6200	\$29,669.62
	Platinum Support for Backup Enterprise Plus Socket License: 24/7 technical assistance and software upgrades.	2	462.4400	\$924.88
	Cloud 500GB -Infinite Retention - Annual Subscription	1	1,121.1600	\$1,121.16
	Cloud 500GB -90 Days Retention - Annual Subscription	48	661.1719	\$31,736.25



YEAR 3				
Product	Description	Qty	Unit Price	Total Ext
	Platinum Support Component for Recover Series Bundle	1	29,669.6200	\$29,669.62
	Platinum Support for Backup Enterprise Plus Socket License: 24/7 technical assistance and software upgrades.	2	462.4400	\$924.88
	Cloud 500GB -Infinite Retention - Annual Subscription	1	1,121.1600	\$1,121.16
	Cloud 500GB -90 Days Retention - Annual Subscription	48	661.1719	\$31,736.25

Comments: \*\*\*\*DIR-TSO-4332\*\*\*\* Subtotal: **\$190,899.07**

Appliance Upgrade 3-Year Paid Annually **Total: \$190,899.07**

Year 1 Payment:\$63,995.25  
Year 2 Payment:\$63,451.91  
Year 3 Payment:\$63,451.91

Total Payment:\$ 190,899.07

Term Dates: 11-01-2024 -----10-31-2027

Pricing valid through 11/1/2024

**TERMS OF SALE**

This agreement establishes the terms ("Terms of Sale") upon which Innovation Network Technologies Corp. and any of its subsidiaries and affiliates ("Innovation Network Technologies Corp.") will resell hardware ("Hardware") and licensed Software ("Software"), and resell maintenance and technical support services ("Maintenance") and consulting, training, and other services ("Consulting Services") to you ("Customer"). Unless otherwise governed by a signed contract between Customer and Innovation Network Technologies Corp., only these Terms of Sale will apply to sales made in connection with the attached quotation (the quotation, together with the Terms of Sale, hereafter referred to as the "Quote").

To accept this offer, Customer must include the Quote number on a purchase order ("Order") issued by Customer. If Customer wishes to reject or modify any terms of this Quote and propose its own terms in its Order or otherwise, it must include the words "Innovation Network Technologies Corp. Terms Rejected" in the Order issued pursuant to this Quote. Including the Quote number on any Order that does not reject Innovation Network Technologies Corp.'s terms as provided in the prior sentence constitutes Customer's express acceptance of the terms contained in this Quote. Acceptance of this Quote also constitutes Customer's confirmation that the Product, Maintenance, and Consulting Services descriptions, quantity, term, and price set forth in the Quote accurately represent Customer's intended purchase. In addition, Maintenance and Consulting Services will be delivered pursuant Innovation Network Technologies Corp.'s then-applicable terms available upon request. The parties expressly agree that any other terms, including Order terms (except for part codes, quantities, prices and addresses), whether pre-printed or otherwise, will have no effect.

**Purchase, Shipment and Payment.** Upon receipt of an Order or other documentation acceptable to Innovation Network Technologies Corp., Innovation Network Technologies Corp. will process Orders in accordance with this Quote. Customer is responsible for, and all prices are quoted exclusive of, any sales, use, value-added, or other taxes, and any tariffs, duties, fees, or other charges imposed on sales (except for taxes on Innovation Network Technologies Corp.'s income). Innovation Network Technologies Corp. Product, Consulting Services, and Maintenance prices exclude the cost of freight, insurance, and other transport charges. All shipments within the continental U.S. shall be FOB Origin. Innovation Network Technologies Corp. will invoice Customer for (i) Product upon shipment or transmission of the Product, (ii) Maintenance annually in advance, (iii) in advance for pre-packaged Consulting Services or upon completion for custom Consulting Services, and (iv) training upon order date. Pre-packaged Consulting Services and pre-packed training subscriptions expire one year from the invoice date; refunds are not available for purchased or expired pre-packaged Consulting Services or pre-packaged training subscriptions. Subject to Customer meeting Innovation Network Technologies Corp.'s credit terms, all invoices are due net 30 calendar days from the invoice date. Without limiting Innovation Network Technologies Corp.'s remedies, Customer shall pay interest on overdue amounts at 1.5% per month, or the maximum amount allowed by law. Innovation Network Technologies Corp.'s obligation to deliver Products, Maintenance, and Consulting Services subject to Customer's continued creditworthiness.

**License.** Any license to use the Products is subject to the terms of this Quote and the then-current end user license agreement accompanying the Manufacturers Product ("EULA"). "Documentation" means installation guides and operation MAMs provided with the Product in printed, electronic, or online form.

**Warranty.** All warranties for products are provided by exclusively by the product manufacturer in accordance with the terms of the then-current manufacturers' warranty and EULA accompanying the Products.

**Export.** Product and Documentation is of United States ("U.S.") origin and subject to the U.S. Export Administration Regulations. Diversion contrary to U.S. laws and regulations is prohibited. Customer agrees to not directly or indirectly export, import, or transmit the Product or Documentation to any country or end user, or for any end use, that is prohibited by any applicable U.S. law or regulation (including those countries from time to time subject to embargo by the U.S. Government ("Government")). Customer represents that neither the U.S. Bureau of Export Administration nor any other governmental agency has suspended, revoked, or denied Customer's export privileges. Additionally, Customer agrees to not directly or indirectly export, import, transmit, or use the Products or Documentation contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission, or use; and not to use or transfer the Products or Documentation for any end use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the U.S. Government by regulation or specific written license.

**Confidentiality.** Each party agrees to maintain the confidentiality of the other party's Confidential Information, and not to disclose it to a third party, without the prior written consent of the other party. "Confidential Information" means all Product, Documentation, Maintenance, Consulting Services, trade secrets, product plans, financial information, customer lists, pricing, documents, disclosures, and written or oral statements disclosed by the disclosing party that are identified as "confidential" and all such information that, by its nature is confidential regardless of whether it is marked.

**Government Use.** In Government contracts or subcontract, the Product and Documentation including any technical data (collectively "Materials") are commercial as defined in Federal Acquisition Regulation ("FAR") 2.101 and any supplement and further is provided with RESTRICTED RIGHTS. All Materials were fully developed at private expense. Use, duplication, release, modification, transfer, or disclosure ("Use") of the Materials is restricted by these Terms of Sale and further restricted in accordance with DFARS Section 227.7202 and FAR Section 12.212, is further restricted in accordance with the terms of Innovation Network Technologies Corp.'s EULA. Except as described herein, all other Use is prohibited. **Limitation of Liability.** INNOVATION NETWORK TECHNOLOGIES CORP.'S CUMULATIVE LIABILITY, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO AMOUNTS PAID BY CUSTOMER. FOR THE PRODUCTS, MAINTENANCE, OR CONSULTING SERVICES GIVING RISE TO THE CLAIM.

**General.** The Quote, including any documents specifically incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof. The Quote will be governed by the laws of the State of Texas without regard to any conflict of law provisions. All disputes arising under the Quote will be tried in the courts of the State of Texas. The U.N. Convention on Contracts for the International Sale of Goods will not apply. No provision will be deemed waived unless such waiver is in writing and signed by an authorized representative of Customer and Innovation Network Technologies Corp.. If any provision of the Quote is held invalid, the remainder of these terms shall not be affected, provided the intent of the parties is not materially impaired. Customer may not assign or transfer the Product licensed or purchased hereunder, or any rights herein, or delegate to a third person any duties or obligations hereunder, without Innovation Network Technologies Corp.'s prior written consent, and any attempt to do so is void. Innovation Network Technologies Corp. is acting on behalf of its suppliers for the purpose of disclaiming, excluding and or limiting obligations, warranties and liability as provided in these Terms of Sale, but in no other respects and for no other purpose. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law. This Quote may not be modified except by a written addendum which references this Quote and is issued by a duly authorized representative of Innovation Network Technologies Corp.. All of which is agreed to by the duly authorized undersigned as of the date the second of the two parties executes this document below ("Effective Date"). INNOVATION NETWORK TECHNOLOGIES CORPORATION.

**Innovation Network Technologies**

Signature: \_\_\_\_\_  
Name:           Matt Dinsdale            
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Fair Oaks Ranch**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



CITY COUNCIL CONSENT ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with M12 Enterprise Solutions LLC for On-Call Pavement Marking Services.
DATE: October 17, 2024
DEPARTMENT: Finance
PRESENTED BY: Consent Item: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

The City allocated \$900,000 for various street maintenance projects this fiscal year, using multiple application types to complete the work. This agenda item addresses the pavement marking component of the program. As directed by City staff, contract crews will place pavement striping and markers on various streets throughout the fiscal year. This agreement functions as an on-call arrangement to facilitate the work. This agreement establishes unit pricing, which will guide future work authorizations as needed and when projects are identified. There is no minimum or maximum value or amount of work included in this agreement. This on-call agreement enables the City to have a contract available to accomplish pavement marking work as needed using agreed upon pricing. The agreement's initial term lasts one year, with the option for the City to renew it for four additional one-year periods.

To support this effort, the City advertised an Invitation for Bids and received two bids on September 12. The Invitation for Bids included quantities based on usage from previous years, and bidders submitted a unit price for each line item. Using these quantities allowed the City to determine who had the lowest pricing. The items and annual quantities included in this bid are the following:

- Four-inch White Solid Painted Lines: 20,000 linear feet
24 inch White Solid Painted Lines: 1,000 linear feet
Four-inch Yellow Solid Painted Lines: 20,000 linear feet
Raised Yellow Reflectors: 2,500
Raised Blue Reflectors: 125

The bids received were as follows:

- M12 Enterprise Solutions LLC \$50,160.00
Interstate Barricades and Markings \$112,125.00

M12 Enterprise Solutions LLC was the lowest bidder when submitting unit pricing for the quantities included in the Invitation for Bids.



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

- Supports Priority 3.4 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives.
- Complies with Competitive Procurement Requirements.
- Having an on-call agreement in place will help the City accomplish work more efficiently.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

There is no minimum or maximum value for this agreement. Work authorizations will be issued on an as-needed basis using the established unit pricing. Funding will need to be available prior to work authorizations being issued.

**LEGAL ANALYSIS:**

The City’s standard Construction Agreement is being utilized for this project.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item - I move to approve a resolution authorizing the City Manager to execute an agreement with M12 Enterprise Solutions LLC for On-Call Pavement Marking Services.

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH M12 ENTERPRISE SOLUTIONS LLC FOR ON-CALL PAVEMENT MARKING SERVICES; EXPENDITURE OF THE REQUIRED FUNDS; AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER.**

**WHEREAS**, the City of Fair Oaks Ranch has an annual street maintenance program that includes pavement marking services; and,

**WHEREAS**, the City is seeking a contractor to provide on-call pavement marking services; and,

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

**WHEREAS**, M12 Enterprise Solutions LLC was the lowest bidder; and,

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports this agreement and authorizes the execution of an agreement with M12 Enterprise Solutions LLC (**Exhibit A**).

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

**Section 1** The City Council hereby authorizes the City Manager to execute an agreement with M12 Enterprise Solutions LLC for on-call pavement marking services, to expend required funds and to execute any and all applicable documents to effectuate this Resolution.

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

**Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

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

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

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

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

**PASSED, APPROVED, and ADOPTED on this 17<sup>th</sup> day of October 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CITY OF FAIR OAKS RANCH  
CONSTRUCTION AGREEMENT**

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

This Construction Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and M12 Enterprise Solutions LLC (“Contractor”).

**Section 1. Duration.** This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect for one year, to include four optional one-year renewals.

**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. Specific completion dates will be agreed upon prior to the execution of work authorizations throughout the duration of this contract.

#### **Section 5. Insurance.**

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

## **Section 6. Miscellaneous Provisions.**

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

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

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

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

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

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

### **Section 7. Termination.**

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**29. Liquidated Damages.** Contractor hereby acknowledges that the award of the contract includes the requirement to timely commence the work on the Project in accordance with the fully executed Contract. Contractor hereby further agrees to pay to City as liquidated damages the applicable sum quoted below, for each calendar day in excess of the time set forth for completion of the Project. Time of completion is of the essence for the Project. The amount of days allowed for each work authorization will be agreed upon prior to a work authorization being executed.

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

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

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

### **30. Warranty**

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

### **31. Retainage**

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

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

**CITY:**

**CONTRACTOR:**

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

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

Name: Scott M. Huizenga

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

Title: City Manager

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

**ADDRESS FOR NOTICE:**

**CITY**

**CONTRACTOR**

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

M12 Enterprise Solutions LLC  
Attn: Keenen Middlebrooks  
12134 Beryl Knoll  
San Antonio, TX 78245

**Exhibit "A"**

**SCOPE OF SERVICES**

**CITY OF FAIR OAKS RANCH  
ON-CALL PAVEMENT MARKING SERVICES  
PRICING FORM**

This is an estimated quantity, and no minimum or maximum amount of work is guaranteed. The unit prices will be used to determine the lowest bidder and will be utilized throughout the contract duration for Work Authorizations. Work Authorizations will be agreed upon and executed prior to any work commencing. All additional costs for mobilization, insurance and bonding should be included in the unit cost. The contract term is for one year, with four optional one-year renewals. The contract term will begin when the agreement is fully executed. An escalation factor of 3% will be allowed for each optional year.

Type	Approximate Annual Quantity	Unit Cost	Extended Price
Type II White 4" Solid	20,000 linear feet	Base Yr: \$0.70 per Option 1: \$.72 per Option 2: \$.74 per Option 3: \$.76 per Option 4: \$.78 per	Base Yr: \$0.70 x 20,000 = \$14,000 Option 1: \$.72 x 20,000 = \$ 14,400 Option 2: \$.74 x 20,000 = \$ 14,800 Option 3: \$.76 x 20,000 = \$ 15,200 Option 4: \$.78 x 20,000 = \$ 15,600
Type II White 24" Solid	1,000 linear feet	Base Yr: \$3.61 per Option 1: \$3.71 per Option 2: \$3.82 per Option 3: \$3.82 per Option 4: \$3.82 per	Base Yr: \$3.61 x 1000 = \$3610 Option 1: \$3.71 x 1000 = \$3710 Option 2: \$3.82 x 1000 = \$3820 Option 3: \$3.93 x 1000 = \$3930 Option 4: \$3.93 x 1000 = \$3930
Type II Yellow 4" Solid	20,000 linear feet	Base Yr: \$0.70 per Option 1: \$.72 per Option 2: \$.74 per Option 3: \$.76 per Option 4: \$.74 per	Base Yr: \$0.70 x 20,000 = \$14,000 Option 1: \$.72 x 20,000 = \$ 14,400 Option 2: \$.74 x 20,000 = \$ 14,800 Option 3: \$.76 x 20,000 = \$ 15,200 Option 4: \$.78 x 20,000 = \$ 15,600
Marker - Type II AA	2,500 each	Base Yr: \$7.00 Option 1: \$7.21 Option 2: \$7.42 Option 3: \$7.64 Option 4: \$7.86	Base Yr: \$7.00 x 2500 = \$17,500 Option 1: \$7.21x 2500 = \$18,025 Option 2: \$7.42 x 2500 = \$18,550 Option 3: \$7.64 x 2500 = \$19,100 Option 4: \$7.86 x 2500 = \$19,650
Marker - Type II BB	125 each	Base Yr: \$8.40 Option 1: \$8.65 Option 2: \$8.90 Option 3: \$9.16 Option 4: \$9.43	Base Yr: \$8.40 x 125 = \$1,050 Option 1: \$8.65 x 125 = \$1,081.25 Option 2: \$8.90 x 125 = \$1,112.5 Option 3: \$9.16 x 125 = \$1,145 Option 4: \$9.43 x 125 = \$1,178.75
		<b>Total Price:</b>	Base Yr: \$50,160 Option 1: \$51,616.25 Option 2: \$53,082 Option 3: \$54,575 Option 4: \$55,958.75

Pricing Form continued on next page.

**CITY OF FAIR OAKS RANCH  
ON-CALL PAVEMENT MARKING SERVICES  
PRICING FORM**

**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:** M12 Enterprise Solutions LLC

**AUTHORIZED REPRESENTATIVE** Keenen Middlebrooks

**SIGNATURE:**  9 SEPT 24  
Keenen Middlebrooks

**DATE:** 8 Sept 2024



## 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

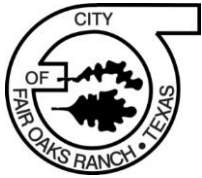
- representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
  14. A valid certificate of insurance verifying 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**

To be obtained prior to contract execution.



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

**AGENDA TOPIC:** Consideration and possible action approving a resolution to incorporate an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City of Fair Oaks Ranch Water Certificate of Convenience and Necessity (CCN)

**DATE:** October 17, 2024

**DEPARTMENT:** Public Works – Engineering Services

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

**INTRODUCTION/BACKGROUND:**

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

Athena Domain, LLC, on behalf of the owner, Century Oaks, LLC, applied to incorporate the subject parcel into the City of Fair Oak Ranch Water CCN. According to UDC Section 9.6 (5)(c)(v) Service Requests, the “developer or property owner requesting water service from the City for new residential development or commercial development, or extension of the City’s existing CCN must submit a master plan for the property.” The City Engineer will determine the use and intensity of water consumption reasonably anticipated based on an examination of the master plan and make recommendations to the City Council on the amount of water necessary to support the development, or CCN extension. Analysis of the developer’s master plan, anticipated water consumption, and available water supply is included in the attached staff report.

The City contracts with GBRA to reserve 1,850 acre-feet of water, of which 1,344 acre-feet is currently delivered to City water plants for distribution. The remaining amount in reserve is adequate to fulfill existing Water Supply Agreement commitments, and serve the proposed development and other future developments.

The proposed Master Development Plan consists of 20 single-family residential units, 216 townhomes, and four Mixed Use Village lots. Based on evaluation of the plan, staff recommends granting the request for Water CCN extension based on anticipated consumption by the proposed development and available water supply in reserve, subject to approval of the developer’s master plan.

Should the request for Water CCN extension be approved, the Planning and Zoning Commission will consider the proposed Master Development Plan at a future meeting. The City Council is the approval authority on the Master Plan. In addition, staff plans to present a water service agreement at a later date to memorialize the number of units, LUEs, related fees, and any cost-

sharing arrangement for off-site infrastructure upgrades prior to submission of an application to the Public Utility Commission of Texas to amend the City's water CCN.

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

- Supports Priority 2.1 of the Strategic Action Plan to Manage the Physical Development of the City in accordance with the Comprehensive Plan
- Supports Project 3.1.15 of the Strategic Action Plan to Evaluate and Ensure Water Supply Availability and Continuity in accordance with adopted Master Plans

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

Incorporating the proposed property into the City's Water CCN will increase the utility customer base and allow development that aligns with the City's Comprehensive Plan, zoning regulations and permitted uses for the property. There are also potential opportunities to cost-share infrastructure improvements if determined necessary.

**LEGAL ANALYSIS:**

The City Attorney has reviewed the resolution and approved it as to form.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve a resolution to incorporate an 80.69-acre parcel of land at 29580 Ralph Fair Road, into the City of Fair Oaks Ranch Water Certificate of Convenience and Necessity (CCN), subject to approval of the proposed Master Development Plan.

**STAFF REPORT**

**To:** City Council

**From:** Public Works – Engineering Services

**Date:** October 17, 2024

**Re:** Request for incorporation into City’s Water Service Area of an 80.69-acre parcel of land, a portion of the Corley Tract, by Athena Domain, LLC. on behalf of Century Oaks, LLC.

**SUMMARY:**

The 80.69-acre parcel of land at 29580 Ralph Fair Road is a portion of a 160-acre undeveloped tract, known as the Corley Tract (**Exhibit A**), within the City of Fair Oaks Ranch. The current zoning (**Exhibit B**) for this property includes Neighborhood Residential, Mixed Use Village, and Logistics. Importantly, this tract is not located within any entity’s Certificate of Convenience and Necessity (CCN), which is also referred to as a certificated service area. A map from the Public Utility Commission of Texas (PUC) CCN Viewer is attached (**Exhibit C**).

Athena Domain, LLC, on behalf of the owner, Century Oaks, LLC, applied (**Exhibit D**) to incorporate the subject parcel into the City of Fair Oaks Ranch Water CCN. According to UDC Section 9.6 (5)(c)(v) Service Requests, the “developer or property owner requesting water service from the City for new residential development or commercial development, to include annexation of property into the city limits or extension of the City’s existing CCN, must submit a master plan for the property.” The City Engineer determines the use and intensity of water consumption reasonably anticipated based on an examination of the master plan and make recommendations to the City Council on the amount of water necessary to support the development, annexation or CCN extension.

**SITE HISTORY:**

The Corley Tract was annexed in 2017. The associated service plan stated that the City may provide water and wastewater services, or the property could remain uncertificated (no CCN). To date, the property has remained uncertificated.

In 2018, the City adopted zoning, inclusive of a zoning map and zoning regulations for each district. Although primarily zoned Neighborhood Residential, a portion of the Corley Tract nearest the FM3351 and Dietz Elkhorn intersection was zoned Mixed Use Village to encourage a mix of uses and pedestrian scale development at major transportation nodes. A portion of the Corley Tract was also zoned Logistics to provide an area in the City for appropriately scaled office-warehouse and light industrial or commercial uses.

In 2022, a rock and concrete crushing business leased the property for a short period of time. The business relocated after being notified that industrial and heavy manufacturing were not permitted uses in accordance with zoning regulations.

On August 30, 2024, Athena Domain, on behalf of Century Oaks, LLC, submitted a formal request for incorporation into the City’s Water Service Area.

On October 1, 2024, the applicant submitted a revised master plan reflecting 139 LUEs for the proposed development to align with the City’s Water, Wastewater and Reuse Master Plan.

No other development-related or rezoning applications have been received, and there are no other pending applications for the property.

**REASON FOR THE REQUEST:**

The 80.69-acre parcel is not located within any entity’s Water CCN. The applicant has requested incorporation into the City’s CCN.

**STAFF ANALYSIS:**

In 2019, the City adopted the current Water, Wastewater, and Reuse Master Plan. The plan identified existing and future conditions based on land use assumptions, estimated number of connections for undeveloped parcels, and recommended short, intermediate and long-term capital improvement projects to support the growth of the City in accordance with TCEQ regulations for public water systems.

The Master Plan allocated a total of 215 connections or Living Unit Equivalent (LUEs) for the subject 160-acre tract (**Exhibit E**). The Plan also identified future water infrastructure in and around the subject parcel (**Exhibit F**). Based on this, the City planned to provide water service to this parcel as part of the City’s eventual build out.

The following is a summary of the developer’s master plan regarding proposed units, LUEs, and estimated acre-feet of water required:

<b>Phase 1</b>	<b>Units</b>	<b>LUEs</b>	<b>Acre-Feet Using 1.5 AF per LUE</b>	<b>Acre-Feet Using 0.5 AF per LUE</b>
Neighborhood Residential (1 acre lots)	20 +1 irrigation	21	31.5	10.5
Mixed Use Village	4	8	12	4
Logistics (Townhomes)	216 + 2 (amenity center and irrigation)	110	165	55
<b>Total</b>		<b>139</b>	<b>208.5</b>	<b>69.5</b>

The following is not part of the developer’s master plan but included for planning purposes only. Staff assumes Phase 2 may include single-family homes in the Neighborhood Residential District, and townhomes in the Logistics District with similar density as proposed in the developer’s Master Plan for Phase 1. The calculations show that the total LUEs for both Phase 1 and 2 equals 215 which aligns with the number of LUEs allocated for the Corley Tract in **Exhibit E**.

<b>Phase 2</b>	Units	LUEs	Acre-Feet Using 1.5 AF per LUE	Acre-Feet Using 0.5 AF per LUE
Neighborhood Residential (1 acre lots)	37 +1 irrigation	38	57	19
Logistics (Townhomes)	74 + 1 irrigation	38	57	19
Total		76	114	38

According to UDC Section 9.6 (5)(c)(iv) Ample Supply Required, “In defining the ample water supply necessary for a proposed development or land use project, the City of Fair Oaks Ranch will use a minimum of 1.5 acre-feet per each connection planned for a project.” For purposes of analysis, each single-family residential home is considered 1.0 LUE and each townhouse is considered 0.5 LUE. Based on this, the proposed development totals 139 LUEs which will require 208.5 acre-feet of water per year. This water supply calculation is a very conservative since the average consumption for a single-family residential home in the city is approximately 0.5 acre-feet per year. Since the majority of units within the planned development are townhomes which will have limited landscaping and no irrigation systems or swimming pools, it is likely that average consumption per unit within this development will be even less than 0.5 acre-feet per year. A quick calculation of 139 LUEs at 0.5 acre-feet per LUE results in a more realistic requirement of 69.5 acre-feet of water per year.

The City currently contracts with GBRA to reserve 1,850 acre-feet of which 1,344 acre-feet is currently delivered to City water plants for distribution. The remaining reserved amount is adequate to fulfill the Water Supply Agreement commitments. The remaining amount in reserve is also adequate to serve the proposed development and other potential developments over the next decade and beyond.

Water system modeling and additional analysis is being conducted by Freese and Nichols. Any necessary infrastructure upgrades will be addressed with the developer and memorialized in a future water supply agreement.

**PUBLIC NOTICES/COMMENTS:**

N/A



**CRITERIA FOR REVIEW:**

The City Engineer shall provide detailed information regarding the current capacity of the existing water system and determine if the proposed development can be supported. The City Council will make the final decision on the City Engineer’s recommendations.

**STAFF RECOMMENDATION:**

Based on evaluation of the proposed Master Development Plan, reflecting townhomes with some single-family residential and commercial uses, staff recommends granting the request for Water CCN extension, subject to approval of the proposed Master Development Plan.

**Exhibits**

- Exhibit A - Location Map
- Exhibit B – Zoning Map
- Exhibit C – PUC Water CCN Map
- Exhibit D – Developer Application Documents
- Exhibit E – Water Connection Planning Area Map
- Exhibit F – Water System CIP Improvement Plan Map

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS INCORPORATING AN 80.69-ACRE PARCEL OF LAND AT 29580 RALPH FAIR ROAD, A PORTION OF THE CORLEY TRACT, INTO THE CITY OF FAIR OAKS RANCH WATER CERTIFICATE OF CONVENIENCE AND NECESSITY.**

**WHEREAS**, on June 20, 2024, staff held a pre-development meeting with Athena Domain, LLC. on behalf of Century Oaks, LLC. regarding an 80.69-acre parcel within a 160-acre tract located at 29580 Ralph Fair Road known as the Corley Tract, and,

**WHEREAS**, the tract is not currently included in the City’s certificated water service area, and,

**WHEREAS**, the 2019 Water, Wastewater, and Reuse Master Plan demonstrates a maximum of 215 living unit equivalents for the Corley Tract, and,

**WHEREAS**, on August 30, 2024, Athena Domain, LLC. submitted a formal request for incorporation of the parcel into the City’s Water Certificate of Convenience and Necessity, and,

**WHEREAS**, the Texas Water Code states a parcel of land shall not be considered for incorporation into a municipal service area until a city grants written consent by resolution or ordinance, and,

**WHEREAS**, the City’s Unified Development Code requires the City Engineer to make a recommendation to the City Council of the amount of accessible water necessary to ensure ample water supply to the parcel, and,

**WHEREAS**, the UDC requires the City Council to make a final finding on the City Engineer’s recommendation, and,

**WHEREAS**, the City Council finds the incorporation of an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City’s Water Certificate of Convenience and Necessity is warranted.

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

**Section 1.** The City Council hereby supports, contingent on the approval of a Master Development Plan at a maximum of 139 connections (living unit equivalents), the incorporation of an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City’s Water Certificate of Convenience and Necessity.

**Section 2** The City Council hereby authorizes the City Manager to execute any and all applicable documents to effectuate this resolution.

**Section 3.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

**Section 4.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the

application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

**Section 5.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 6.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

**Section 7.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 8.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED, APPROVED, and ADOPTED on this 17<sup>th</sup> day of October 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

# Exhibit Item #10. Location Map

160-acre Corley Tract

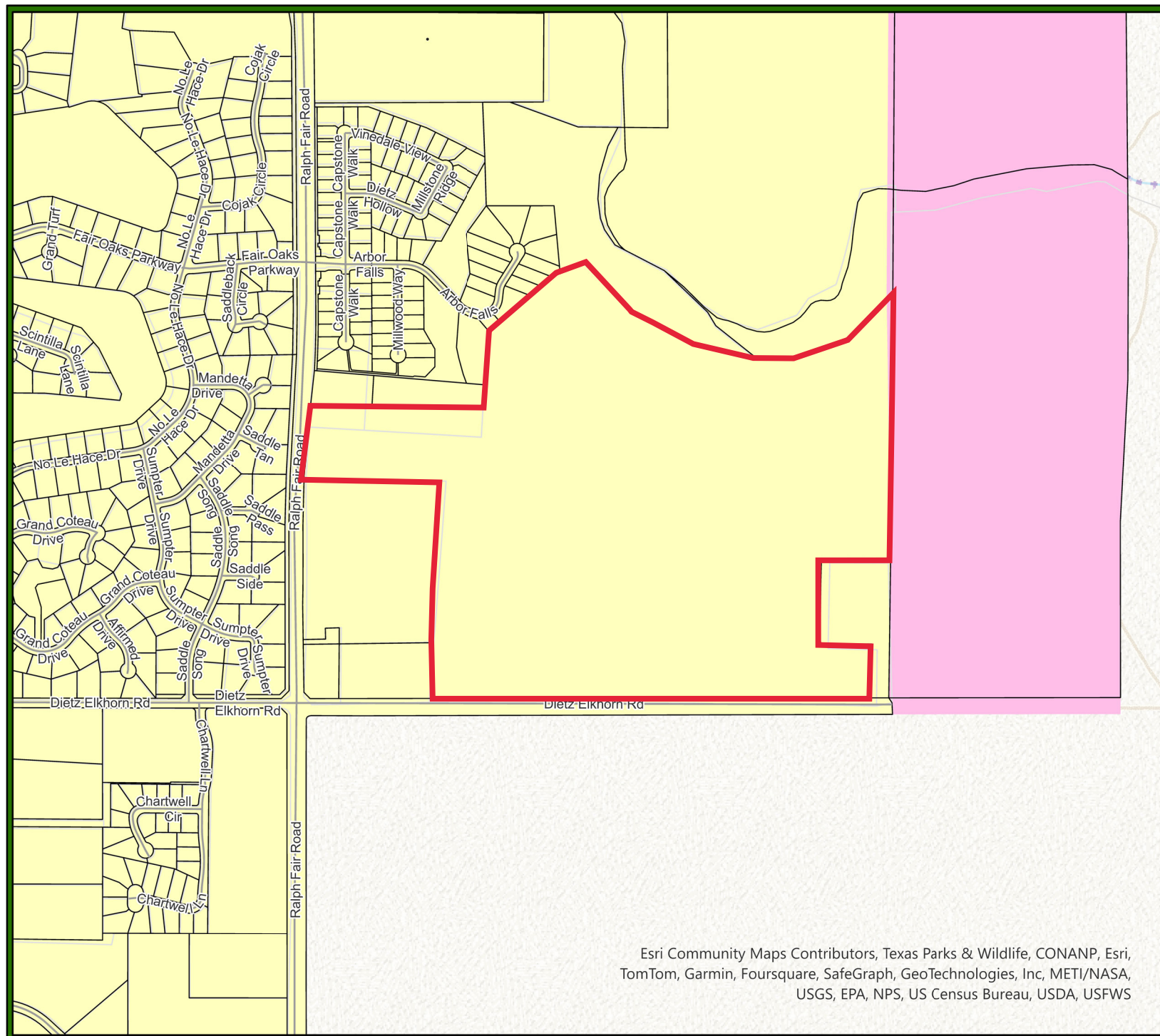
## Legend

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



1,000  US Feet

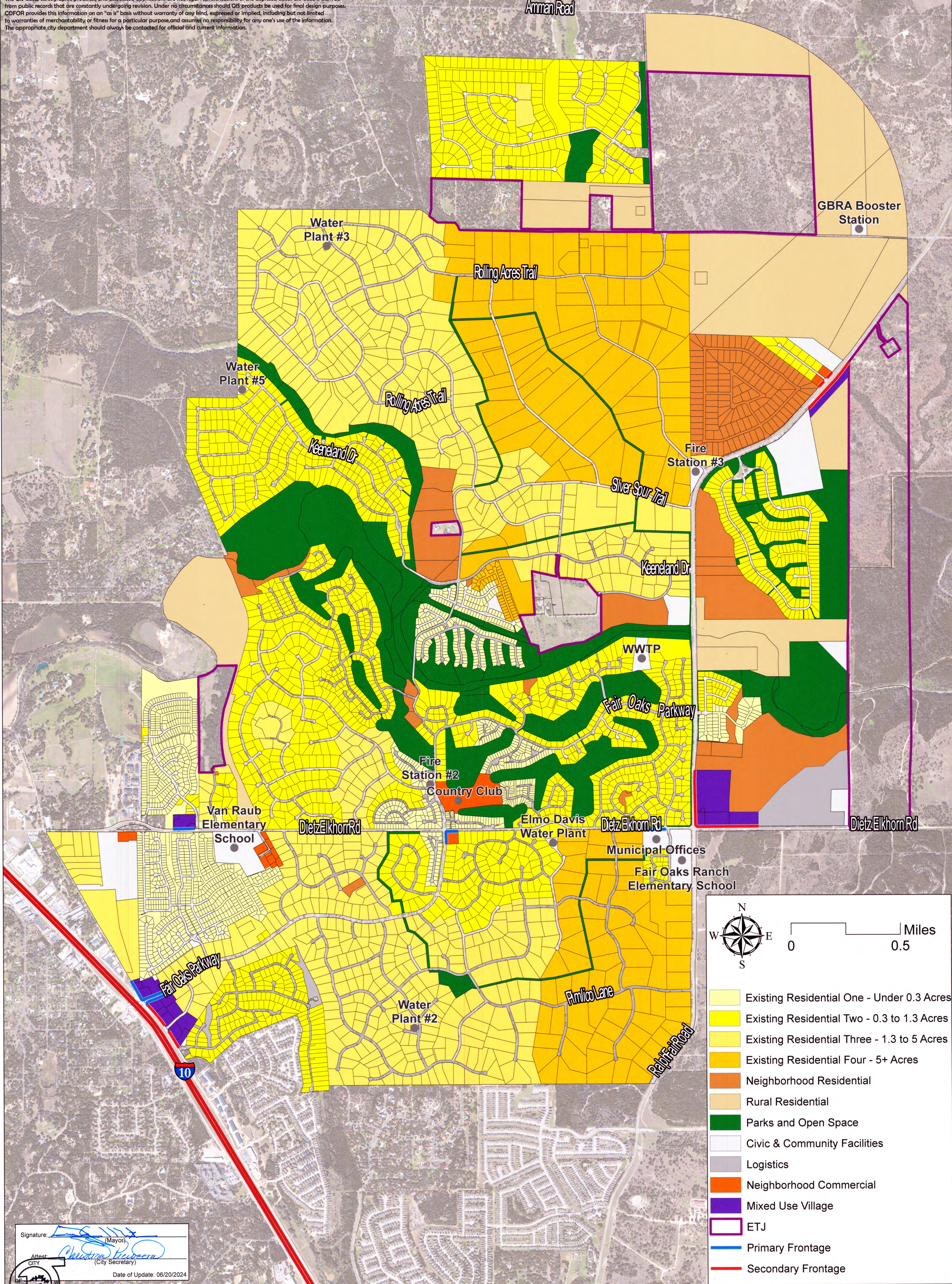
Esri Community Maps Contributors, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS





# City of FAIR OAKS RANCH ZONING MAP

Disclaimer--  
The City of Fair Oaks Ranch (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, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose and assumes no responsibility for any one's use of the information. The appropriate city department should always be contacted for official and current information.



North arrow and scale bar (0 to 0.5 Miles).

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

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



Public Utility Commission of Texas Water and Sewer CCN Viewer

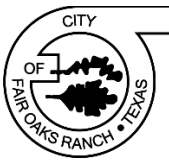
Find address, CCN number, county, or Leg. district

**Certificated Service Area (Water)**

CCN NO.	11246
UTILITY	CITY OF FAIR OAKS RANCH
DBA	
CCN TYPE	Bounded Service Area
STATUS	Commission Approved

Subject 80-acre tract part of the 160-acre parcel

29.758 -98.630 Degrees



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

UNIVERSAL APPLICATION (FORM UA)

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

DEVELOPMENT INFORMATION

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

PROPERTY OWNER INFORMATION

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

APPLICANT INFORMATION

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

KEY CONTACT INFORMATION

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

Signature: d77bfd29-1287-4a64-958d-1bac2afa8a98 Digitally signed by d77bfd29-1287-4a64-958d-1bac2afa8a98 Date: 2024.08.16 09:34:24 -05'00' 8/16/2024

Print Name: Rajeev Puri

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

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*
DATE REC'D: 08/30/2024 BY: Lee Muñoz
FEES PAID: 08/15/2024 APPROVED BY:
DATE APPROVED:
APPLICATION/PERMIT NO: EXP DATE:

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

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

**Land Use Policy Related**

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

**Subdivision and Property Development Related**

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

**Site Development Related**

- (Section 3.9 of the UDC)
- Vested Rights Verification Letter (Refer to UDC Section 4.2 (3))
- Zoning Verification Letter
- Written Interpretation of the UDC
- Temporary Use Permit\*- Form S14
- Special Exception\*- Form S15
- Site Development Permit\* (Site Plan Review) - Form S16
- Floodplain Development Permit\*- Form S17
- Stormwater Permit\* - Form S18
- Certificate of Design Compliance\* - Form S19
- Appeal of an Administrative Decision
  - Zoning
  - Others
- Variance
  - Policy
  - Judicial\* -Form S20
- Sign Special Exception/Appeal to an Administrative Decision
- Administrative Exception
- Permit for Repair of Non-Conforming Use/Building
- Letter of Regulatory Compliance
- On-Site Sewage Facility Permit (OSSF)
- Certificate of Occupancy (CO)\* - Form S21
- Relief from Signage Regulations
- Group Living Operation License\* - Form S22
- Grading/Clearing Permit - Form S23

**Miscellaneous Permits**

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

**Building Permits Related**

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

**Commercial**

New/Remodel/Addition

**Residential**

New Home

Remodels/Additions

Detached Buildings

**Others**

Fence

Solar Panels

Swimming Pools

Backflow Device/Irrigation System

Signs

Master/ Common Signage Plan

Water Heater or Water Softener

Miscellaneous

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

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

**Application Checklist for all Applications**

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

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



Century Oaks Land, LLC  
August 15, 2023

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

Subject: Authorization to Submit Master Plan Application on  
Behalf of Century Oaks Land, LLC


To Whom It May Concern,

This letter serves as formal authorization for AD Acquisitions, LLC to submit an application for annexation of about 80 acres out of the Corley tract under contract for water and waste water to the City of Fair Oaks Ranch on behalf of Century Oaks Land, LLC.

AD Acquisitions, LLC is authorized to act in all matters related to such annexation and finalization of a Master Plan Application, including but not limited to, communications with the City, submission of necessary documents, and any other actions required for the processing of the application. If you have any questions, please do not hesitate to reach out to me at [tcorley@rapidias.com](mailto:tcorley@rapidias.com).

Thank you for your cooperation.

Sincerely,

  
Tim Corley  
Manager/Member,  
Century Oaks Land, LLC



**LEGEND**

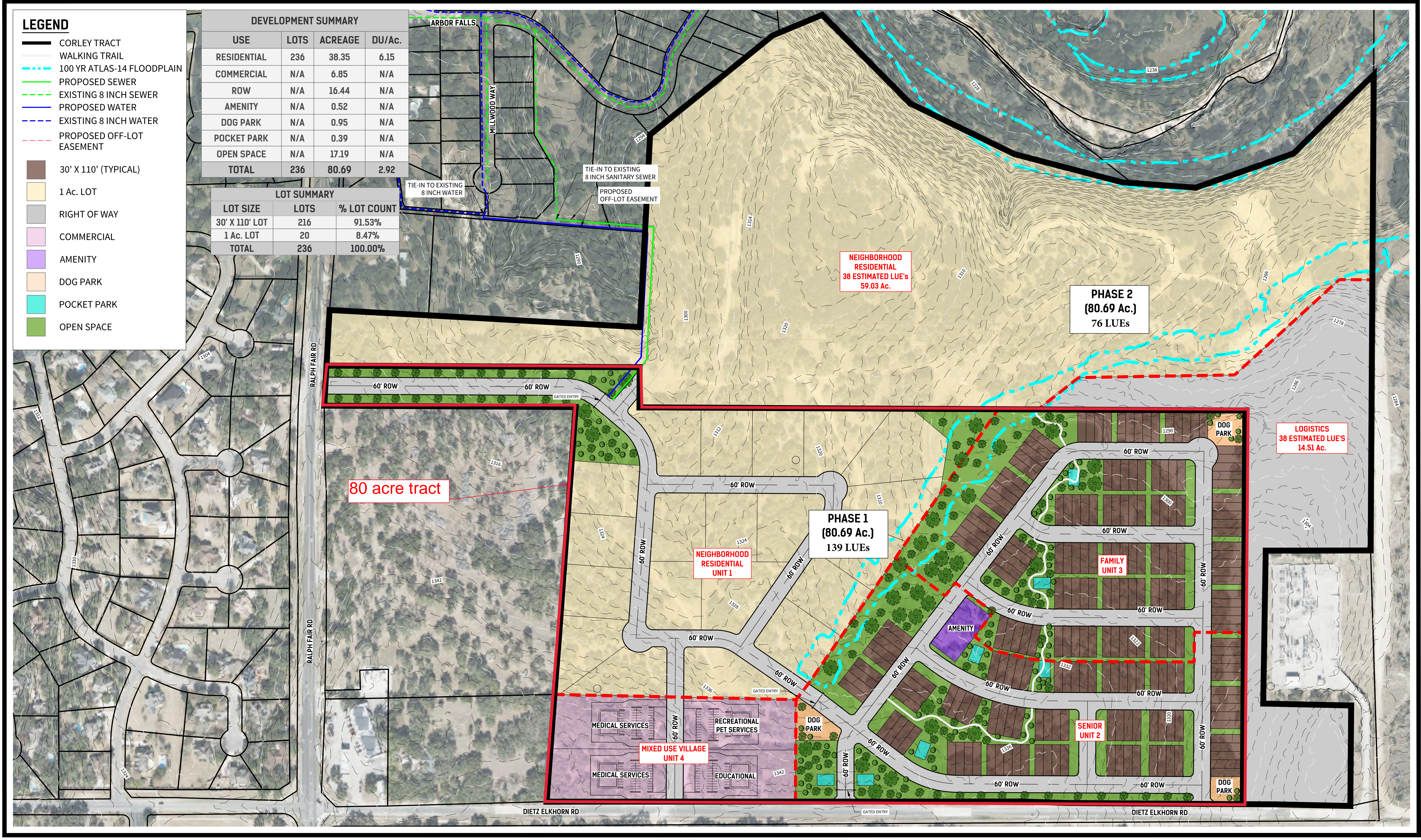
- CORLEY TRACT
- WALKING TRAIL
- 100 YR ATLAS-14 FLOODPLAIN
- PROPOSED SEWER
- EXISTING 8 INCH SEWER
- PROPOSED WATER
- EXISTING 8 INCH WATER
- PROPOSED OFF-LOT EASEMENT
- 30' X 110' (TYPICAL)
- 1 Ac. LOT
- RIGHT OF WAY
- COMMERCIAL
- AMENITY
- DOG PARK
- POCKET PARK
- OPEN SPACE

**DEVELOPMENT SUMMARY**

USE	LOTS	ACREAGE	DU/AC.
RESIDENTIAL	236	38.35	6.15
COMMERCIAL	N/A	6.85	N/A
ROW	N/A	16.44	N/A
AMENITY	N/A	0.52	N/A
DOG PARK	N/A	0.95	N/A
POCKET PARK	N/A	0.39	N/A
OPEN SPACE	N/A	17.19	N/A
<b>TOTAL</b>	<b>236</b>	<b>80.69</b>	<b>2.92</b>

**LOT SUMMARY**

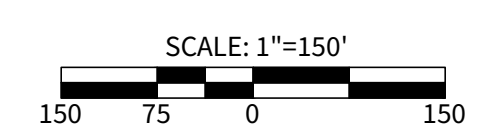
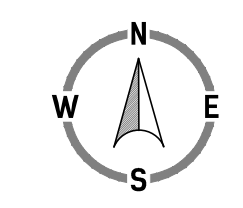
LOT SIZE	LOTS	% LOT COUNT
30' X 110' LOT	216	91.53%
1 Ac. LOT	20	8.47%
<b>TOTAL</b>	<b>236</b>	<b>100.00%</b>



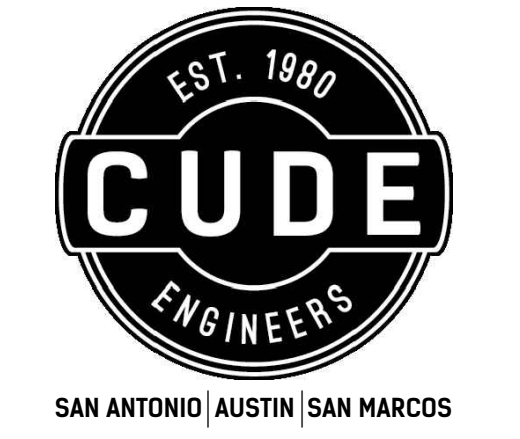
# CORLEY TRACT / MASTER LAND PLAN - 215 LUEs

FAIR OAKS, TEXAS

SEPTEMBER 2024



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





**Corley Tract Phase 1**

Zoning	Acreage
Mixed Use Village	7.36
Neighborhood Residential	31.31
Logistics	42.02
<b>Totals:</b>	<b>80.69</b>

**Corley Tract Phase 2**

Zoning	Acreage
Neighborhood Residential	59.03
Logistics	14.51
<b>Totals:</b>	<b>73.54</b>

**Total Phase 1 and 2:**

**City LUEs allocated**

**Additional LUEs requested**

Revised Density (Based on Meeting on September 26, 2024)			Units
LUEs	Density		
8	1.09		4
21	0.67	20 + 1 Irrigation	
110	2.62	216 + 2 Irrigation	
<b>139</b>	<b>1.72</b>		
<b>215</b>			
<b>215</b>			
<b>0</b>			

Notes:

1. LUEs based on SAWS EDU Calculation Sheet. Logistics townhome LUEs calculated at 0.5 LUE/connection.

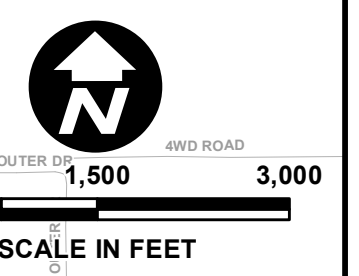
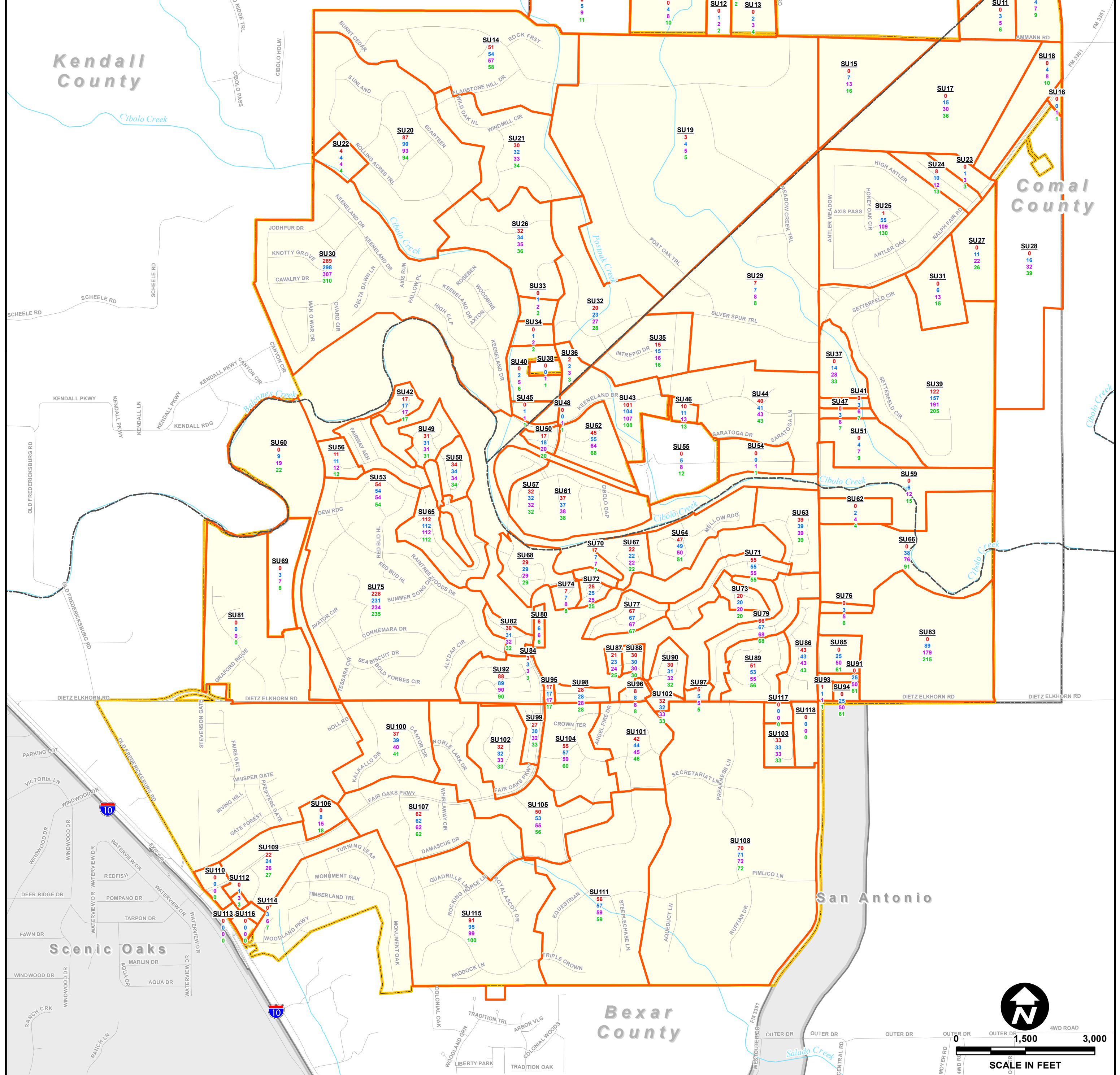
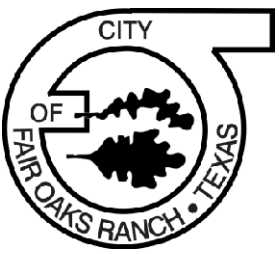
# FIGURE B-1 CITY OF FAIR OAKS RANCH WATER CONNECTIONS BY PLANNING AREA

**SUBDIVISION UNIT ID**  
2018 Connections (2,880)  
2023 Connections (3,728)  
2028 Connections (4,578)  
Buildout Connections (4,914)

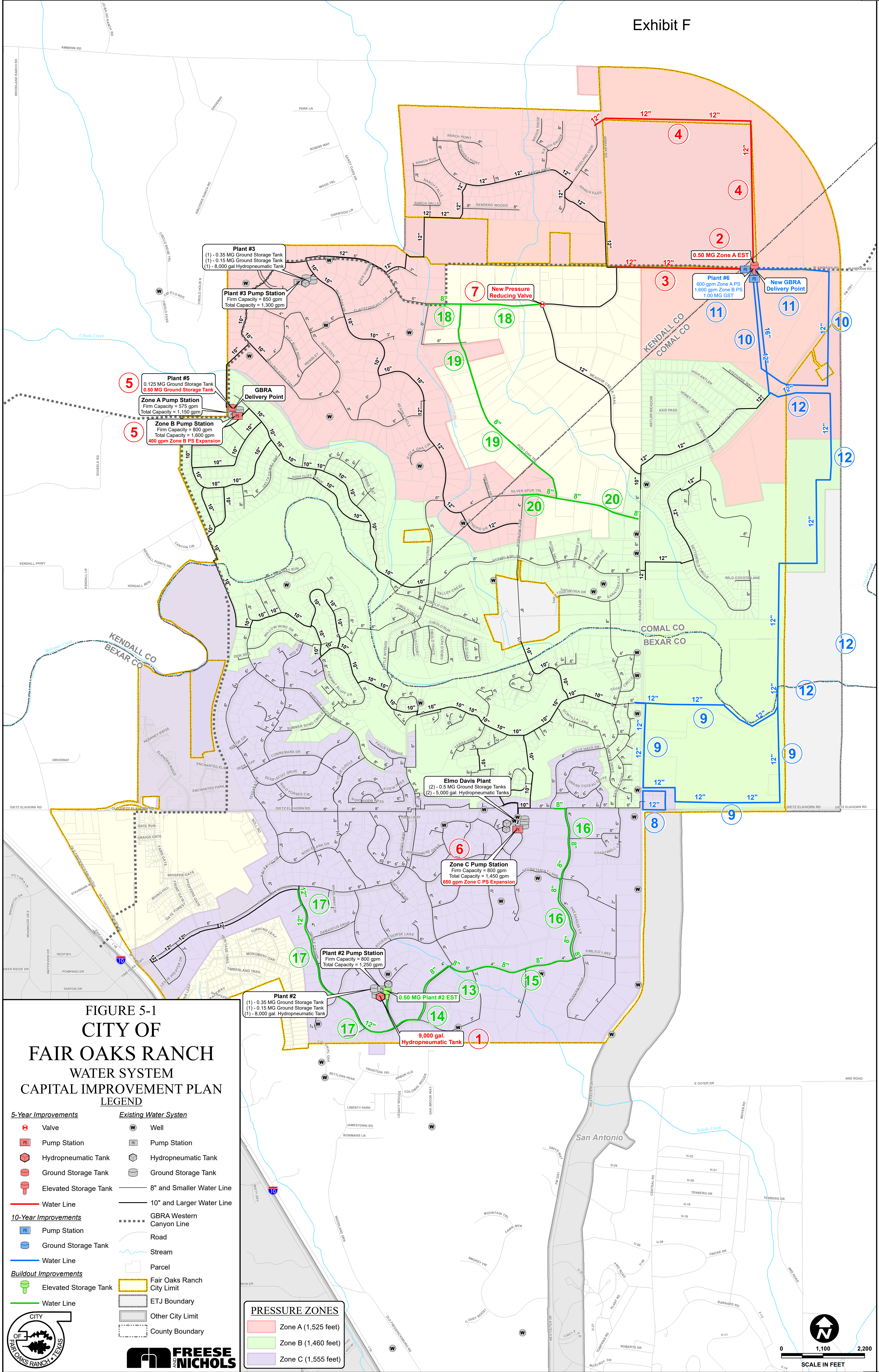
## Exhibit E

### LEGEND

- Planning Area
- Fair Oaks Ranch City Limit
- ETJ Boundary
- Other City Limit
- County Boundary
- Road
- Stream





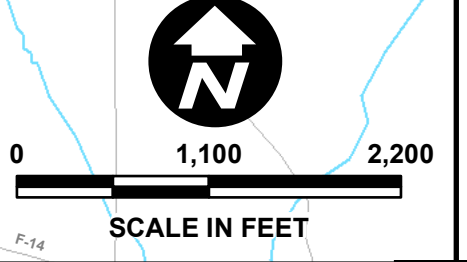
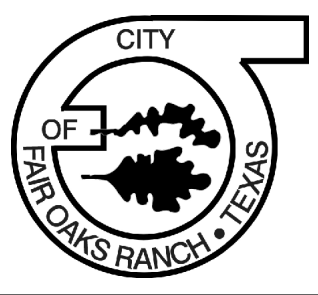


**FIGURE 5-1  
CITY OF  
FAIR OAKS RANCH  
WATER SYSTEM  
CAPITAL IMPROVEMENT PLAN  
LEGEND**

<b>5-Year Improvements</b>	<b>Existing Water System</b>
Valve	Well
Pump Station	Pump Station
Hydropneumatic Tank	Hydropneumatic Tank
Ground Storage Tank	Ground Storage Tank
Elevated Storage Tank	8" and Smaller Water Line
Water Line	10" and Larger Water Line
<b>10-Year Improvements</b>	GBRA Western Canyon Line
Pump Station	Road
Ground Storage Tank	Stream
Water Line	Parcel
<b>Buildout Improvements</b>	Fair Oaks Ranch City Limit
Elevated Storage Tank	ETJ Boundary
Water Line	Other City Limit
	County Boundary

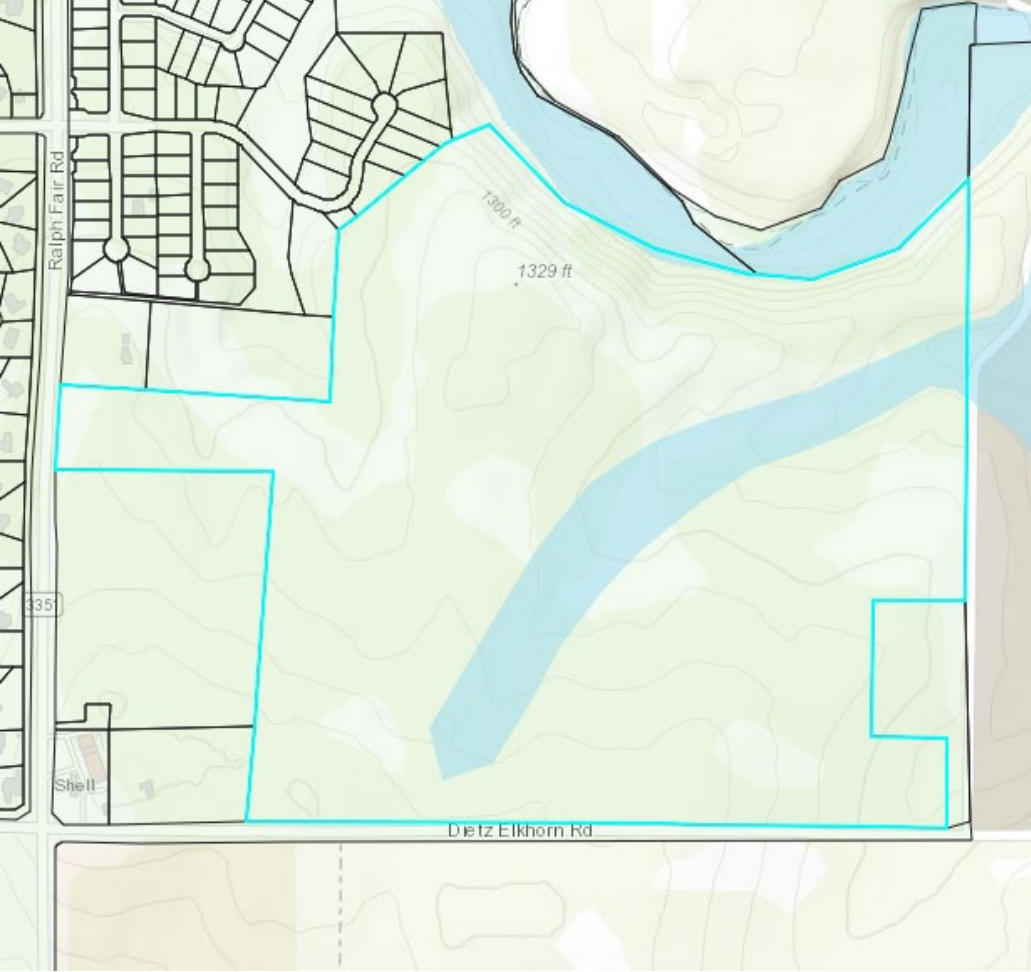
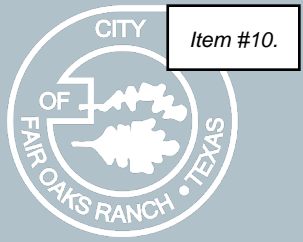
**PRESSURE ZONES**

Zone A (1,525 feet)
Zone B (1,460 feet)
Zone C (1,555 feet)





# Water CCN Incorporation For 29580 Ralph Fair Rd.



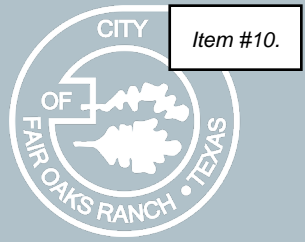
October 17, 2024

Grant Watanabe, P.E., CFM  
Director of Public Works

# Project Overview

- Location: 29580 Ralph Fair Road (Corley Tract)
- Size: 80.69 acres (part of 160-acre parcel)
- Current Zoning:
  - Neighborhood Residential
  - Mixed Use Village
  - Logistics
- Reason for Request: The 80.69 acre parcel is not within any entity's Certificate of Convenience and Necessity (CCN). The applicant has requested incorporation into the City's CCN.

# Public Utility Commission Map



Public Utility Commission of Texas Water and Sewer CCN Viewer

Find address, CCN number, county, or Leg. district

1 of 2

**Certificated Service Area (Water)**

Zoom to

CCN NO.	11246
UTILITY	CITY OF FAIR OAKS RANCH
DBA	
CCN TYPE	Bounded Service Area
STATUS	Commission Approved

13189 20877 11923 11246

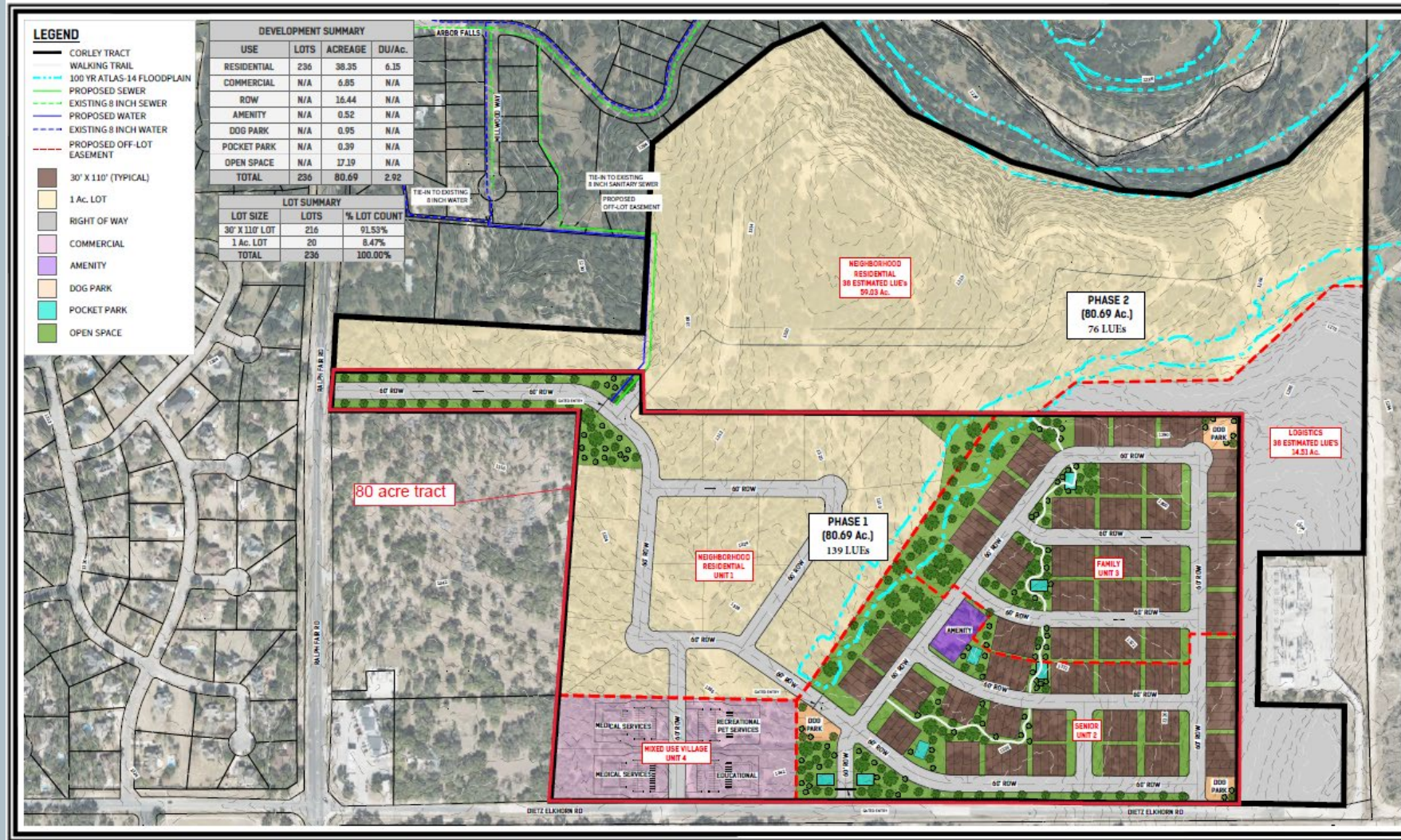
Fair Oaks Ranch

Subject 80-acre tract part of the 160-acre parcel

29.758 -98.630 Degrees



# Master Development Plan



# Water Supply Requirements

- Calculations based on the following:
  - Proposed Uses
  - Estimated LUEs for each use
  - UDC Section 9.6 guidance of 1.5 acre-feet per connection
  - Historical consumption of 0.5 acre-feet per residential connection

## Phase 1

Use	Units	LUEs	Acre-Feet (1.5 AF/LUE)	Acre-Feet (0.5 AF/LUE)
Neighborhood Residential	20+1	21	31.5	10.5
Mixed Use Village	4	8	12	4
Logistics (Townhomes)	216+2	110	165	55
<b>Total</b>		139	208.5	69.5

# Water Supply Requirements cont.

- Development aligns with planned number of connections in the City's Water, Wastewater and Reuse Master Plan
  - Similar uses assumed for Phase 2 (not part of Master Development Plan)
  - Estimated LUEs for each use
  - Total LUEs between Phase 1 (139) and Phase 2 (76) is 215

**Phase 2**

Use	Units	LUEs	Acre-Feet (1.5 AF/LUE)	Acre-Feet (0.5 AF/LUE)
Neighborhood Residential	37+1	38	57	19
Logistics (Townhomes)	74+1	38	57	19
<b>Total</b>		76	114	38



# Staff Analysis

- 2019 Water, Wastewater, and Reuse Master Plan:
  - Allocates 215 connections (LUEs) for 160-acre tract
- Master Development Plan shows 139 LUEs for 80-acre parcel
- Water Supply Requirement:
  - At 1.5 acre-feet per LUE = 208.5 acre-feet/year (conservative est.)
  - At 0.5 acre-feet per LUE = 69.5 acre-feet/year (realistic est.)
- GBRA Water Supply Contract:
  - Total Reserved: 1,850 acre-feet
  - Current Delivery: 1,344 acre-feet
  - Remaining Reserve is adequate for existing commitments, proposed Corley Tract development and other future developments

# Staff Analysis Continued

- Water System Modeling Update:
  - Analysis being conducted by Freese and Nichols
  - Report expected in mid-October
  - Any necessary infrastructure upgrades to be addressed in future Water Supply Agreement with developer

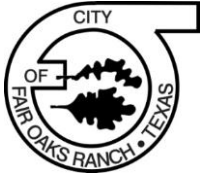
# Staff Recommendation

Staff recommends approval of the requested Water CCN extension based on anticipated consumption and available water supply, contingent on approval of the developer's Master Development Plan.

The Master Development Plan will be considered at a future meeting.

# Next Steps

- Planning and Zoning Commission to consider the Master Development Plan on November 14.
- City Council to consider the Master Development Plan on December 5.
- City and Developer enter into Water Supply Agreement to memorialize number of LUEs, acre-feet of water reserved, related fees and any contribution towards infrastructure improvements.
- Staff submits CCN amendment application to the Public Utility Commission.



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

**AGENDA TOPIC:** Consideration and possible action approving a resolution to incorporate an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City of Fair Oaks Ranch Wastewater Certificate of Convenience and Necessity (CCN).

**DATE:** October 17, 2024

**DEPARTMENT:** Public Works – Engineering Services

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

**INTRODUCTION/BACKGROUND:**

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

Athena Domain, LLC, on behalf of the owner, Century Oaks, LLC, applied to incorporate the subject parcel into the City of Fair Oak Ranch Wastewater CCN. Following the same process for Water CCN incorporation, the City Engineer determines the use and intensity of wastewater generation reasonably anticipated based on an examination of the master plan. Following the examination, he will make recommendations to the City Council on the amount of wastewater infrastructure capacity is necessary to support the development or CCN extension. Analysis of the developer’s master plan, anticipated wastewater generation, and available wastewater infrastructure capacity is included in the attached staff report.

The permitted capacity of the wastewater treatment plant is 500,000 gallons per day and the current average daily flow is 300,000 gallons per day. The plant can handle the additional 21,920 gallons per day generated by the project. Other infrastructure improvements such as the Cojak Circle Manhole and Sewer Upgrade will need to be completed prior to connection of the proposed development to the City’s collection system.

The proposed Master Development Plan consists of 20 single-family residential units, 216 townhomes, and four Mixed Use Village lots. Based on evaluation of the plan, staff recommends granting the request for Wastewater CCN extension based on anticipated wastewater generation by the proposed development and available wastewater capacity, subject to approval of the developer’s master plan.

Should the request for Wastewater CCN extension be approved, the Planning and Zoning Commission will consider the proposed Master Development Plan at a future meeting. The City Council is the approval authority on the Master Plan. In addition, staff plans to present a wastewater service agreement at a later date to memorialize the number of units, LUEs, related



fees, and any cost-sharing arrangement for off-site infrastructure upgrades prior to submission of an application to the Public Utility Commission of Texas to amend the City’s wastewater CCN.

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

- Supports Priority 2.1 of the Strategic Action Plan to Manage the Physical Development of the City in accordance with the Comprehensive Plan.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

Incorporating the proposed property into the City’s Wastewater CCN will increase the utility customer base and allow development that aligns with the City’s Comprehensive Plan, zoning regulations and permitted uses for the property. There are also potential opportunities to cost-share infrastructure improvements such as the Cojak Circle Manhole and Sewer Upgrade.

**LEGAL ANALYSIS:**

The City Attorney has reviewed the resolution and approved it as to form.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve a resolution to incorporate a 80.69-acre parcel of land at 29580 Ralph Fair Road, into the City of Fair Oaks Ranch Wastewater Certificate of Convenience and Necessity (CCN), subject to approval of the proposed Master Development Plan.

**STAFF REPORT**

**To:** City Council

**From:** Public Works – Engineering Services

**Date:** October 17, 2024

**Re:** Request for incorporation into City’s Wastewater Service Area of an 80.69-acre parcel of land, also known as Corley Tract, by Athena Domain, LLC. on behalf of Century Oaks, LLC.

**SUMMARY:**

The 80.69-acre parcel of land at 29580 Ralph Fair Road is a portion of a 160-acre undeveloped tract, known as the Corley Tract (**Exhibit A**), within the City of Fair Oaks Ranch. The current zoning (**Exhibit B**) for this property includes Neighborhood Residential, Mixed Use Village, and Logistics. Importantly, this tract is not located within any entity’s Certificate of Convenience and Necessity (CCN), which is also referred to as a certificated service area. A map from the Public Utility Commission of Texas (PUC) CCN Viewer is attached (**Exhibit C**).

Athena Domain, LLC, on behalf of the owner, Century Oaks, LLC, applied (**Exhibit D**) to incorporate the subject parcel into the City of Fair Oaks Ranch Wastewater CCN. Following the same process for Water CCN incorporation, the City Engineer determines the use and intensity of wastewater generation reasonably anticipated based on an examination of the master plan and makes recommendations to the City Council on the amount of wastewater infrastructure necessary to support the development, annexation or CCN extension.

**SITE HISTORY:**

The Corley Tract was annexed in 2017. The associated service plan stated that the City may provide water and wastewater services, or the property could remain uncertificated (no CCN). To date, the property has remained uncertificated.

In 2018, the City adopted zoning, inclusive of a zoning map and zoning regulations for each district. Although primarily zoned Neighborhood Residential, a portion of the Corley Tract nearest the FM3351 and Dietz Elkhorn intersection was zoned Mixed Use Village to encourage a mix of uses and pedestrian scale development at major transportation nodes. A portion of the Corley Tract was also zoned Logistics to provide an area in the City for appropriately scaled office-warehouse and light industrial or commercial uses.

In 2022, a rock and concrete crushing business leased the property for a short period of time. The business relocated after being notified that industrial and heavy manufacturing were not permitted uses in accordance with zoning regulations.

On August 30, 2024, Athena Domain, on behalf of Century Oaks, LLC, submitted a formal request for incorporation into the City’s Wastewater Service Area.

On October 1, 2024, the applicant submitted a revised master plan reflecting 139 LUEs for the proposed development to align with the City’s Water, Wastewater and Reuse Master Plan.

No other development-related or rezoning applications have been received, and there are no other pending applications for the property.

**REASON FOR THE REQUEST:**

The 80.69-acre tract is not located within any entity’s Wastewater CCN. The applicant has requested incorporation into the City’s CCN.

**STAFF ANALYSIS:**

In 2019, the City adopted the current Water, Wastewater, and Reuse Master Plan. The Plan identified existing and future conditions based on land use assumptions, estimated number of connections for undeveloped parcels, and recommended short, intermediate and long-term capital improvement projects to support the growth of the City in accordance with TCEQ regulations for public wastewater systems. For future wastewater flow projections, the Master Plan uses 160 gallons per connection per day.

The Master Plan allocated a total of 215 connections or Living Unit Equivalents (LUEs) for the subject 160-acre parcel (**Exhibit E**). The Plan also identified future wastewater infrastructure in and around the subject parcel (**Exhibit F**). Based on this, the City planned to provide wastewater service to this parcel as part of the City’s eventual build out.

The following is a summary of the developer’s master plan and estimated wastewater generated:

<b>Phase 1</b>	<b>Units</b>	<b>Wastewater Connections (LUEs)</b>	<b>Wastewater generated using 160 gal per connection daily</b>
Neighborhood Residential (1 acre lots)	20	20	3,200 gal
Mixed Use Village	4	8	1,280 gal
Logistics (Townhomes) and Amenity Center	216	109	17,440 gal
<b>Total</b>		<b>137</b>	<b>21,920 gal</b>

The following is not part of the developer’s master plan but included for planning purposes only. Staff assumes Phase 2 may include single-family homes in the Neighborhood Residential District, and townhomes in the Logistics District with similar density as proposed in the developer’s Master Plan for Phase 1. The calculations show that the total

LUEs for both Phase 1 and 2 equals 211 which is less than the number of LUEs allocated for the Corley Tract in **Exhibit E**.

<b>Phase 2</b>	Units	Connections (LUEs)	160 gal per connection daily
Neighborhood Residential (1 acre lots)	37	37	5,920 gal
<b>Logistics (Townhomes)</b>	<b>74</b>	<b>37</b>	<b>5,920 gal</b>
<b>Total</b>		<b>74</b>	<b>11,840 gal</b>

According to the Water Wastewater and Reuse Master Development Plan, 160 gallons per connection per day was used based on historical flows. For purposes of analysis, each single-family residential home is considered 1.0 connection, and each townhouse is considered 0.5 connection. Based on this, the proposed development totals 137 connections which will generate 21,920 gallons of wastewater per day.

The permitted capacity of the wastewater treatment plant is 500,000 gallons per day and current average daily flow is 300,000 gallons per day. The plant can handle the additional 21,920 gallons per day generated by the project. Other infrastructure improvements such as the Cojak Circle Manhole and Sewer Upgrade will need to be completed prior to connection of the proposed development to the City’s collection system. Since this upgrade project will directly benefit the proposed development, it is a potential cost-share opportunity for the developer and City.

**PUBLIC NOTICES/COMMENTS:**

N/A

**CRITERIA FOR REVIEW:**

The City Engineer will provide detailed information regarding the current capacity of the existing wastewater system infrastructure and will determine if the proposed development can be supported. The City Council will make the final decision on the City Engineer’s recommendations.

**STAFF RECOMMENDATION:**

Based on evaluation of the proposed Master Development Plan, reflecting primarily townhomes with some single-family residential and commercial uses, staff recommends granting the request for Wastewater CCN extension based on anticipated wastewater generation by the proposed development and available wastewater treatment plant capacity, subject to approval of the proposed Master Development Plan.

## **Exhibits**

Exhibit A - Location Map

Exhibit B – Zoning Map

Exhibit C – PUC Wastewater CCN Map

Exhibit D – Developer Application Documents

Exhibit E – Wastewater Connection Planning Area Map

Exhibit F – Wastewater System CIP Improvement Plan Map

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS INCORPORATING AN 80.69-ACRE PARCEL OF LAND AT 29580 RALPH FAIR ROAD, A PORTION OF THE CORLEY TRACT, INTO THE CITY OF FAIR OAKS RANCH WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY.**

**WHEREAS**, on June 20, 2024, staff held a pre-development meeting with Athena Domain, LLC on behalf of Century Oaks, LLC. regarding an 80.69-acre parcel within a 160-acre tract located at 29580 Ralph Fair Road known as the Corley Tract, and,

**WHEREAS**, the tract is not currently included in the City’s certificated wastewater service area and,

**WHEREAS**, the 2019 Water, Wastewater, and Reuse Master Plan demonstrates a maximum of 215 living unit equivalents for the Corley Tract, and,

**WHEREAS**, on August 30, 2024, Athena Domain, LLC. submitted a formal request for incorporation of the parcel into the City’s Wastewater Certificate of Convenience and Necessity, and,

**WHEREAS**, the Texas Water Code states a parcel of land shall not be considered for incorporation into a municipal service area until a city grants a written consent by resolution or ordinance, and,

**WHEREAS**, the City Engineer has made a recommendation to the City Council of the amount of accessible wastewater infrastructure necessary to ensure ample wastewater service to the parcel, and,

**WHEREAS**, the City Council has made a final finding on the City Engineer’s recommendation, and,

**WHEREAS**, the City Council finds the incorporation of an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City’s Wastewater Certificate of Convenience and Necessity is warranted.

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

**Section 1.** The City Council hereby supports, contingent on the approval of a Master Development Plan at a maximum of 137 connections (living unit equivalents), the incorporation of an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City’s Wastewater Certificate of Convenience and Necessity.

**Section 2.** The City Council hereby authorizes the City Manager to execute any and all applicable documents to effectuate this resolution.

**Section 3.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

**Section 4.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

**Section 5.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 6.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

**Section 7.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 8.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED, APPROVED, and ADOPTED on this 17<sup>th</sup> day of October 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

# Exhibit Item #11. Location Map

160-acre Corley Tract

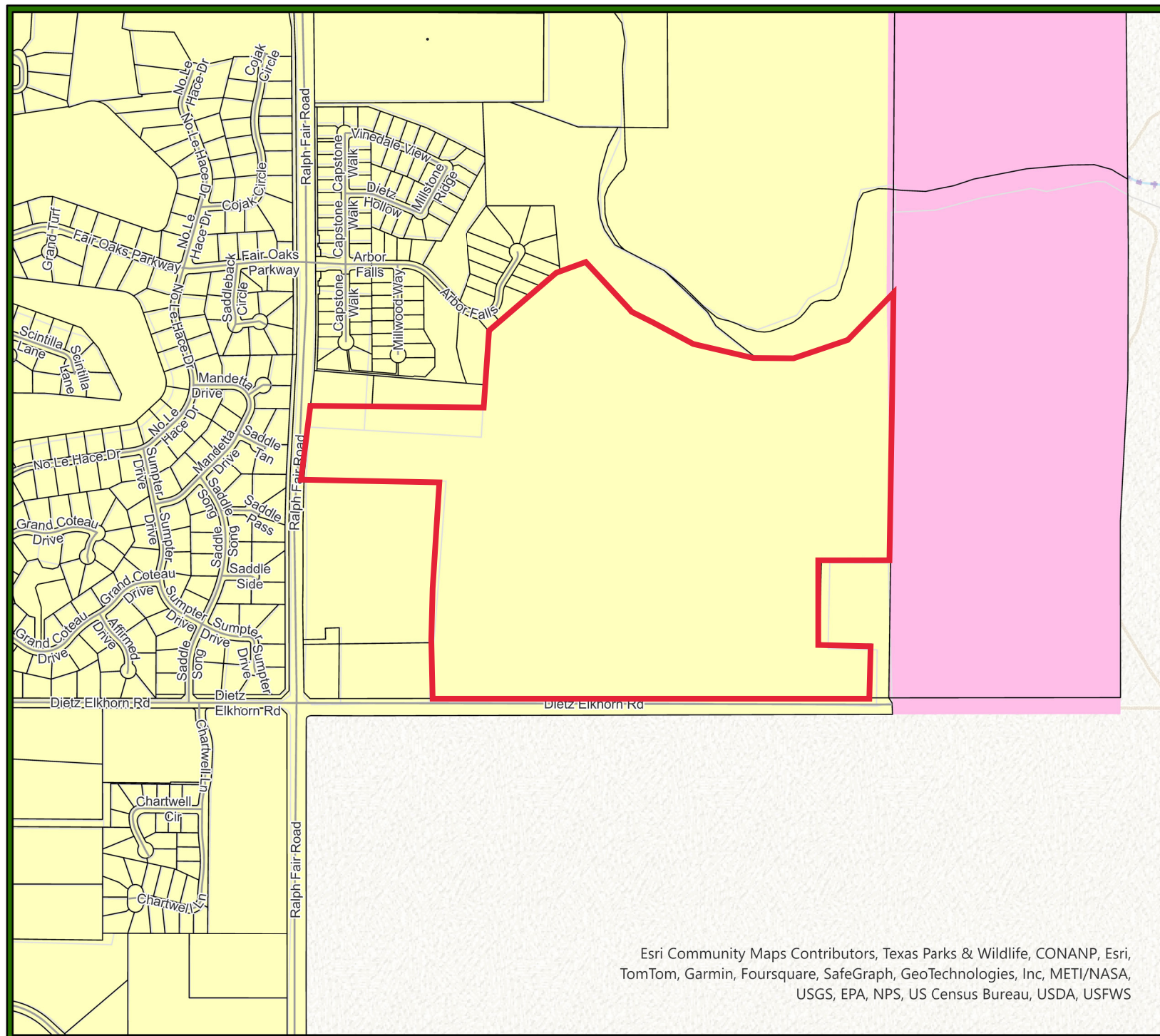
## Legend

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



1,000  US Feet

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

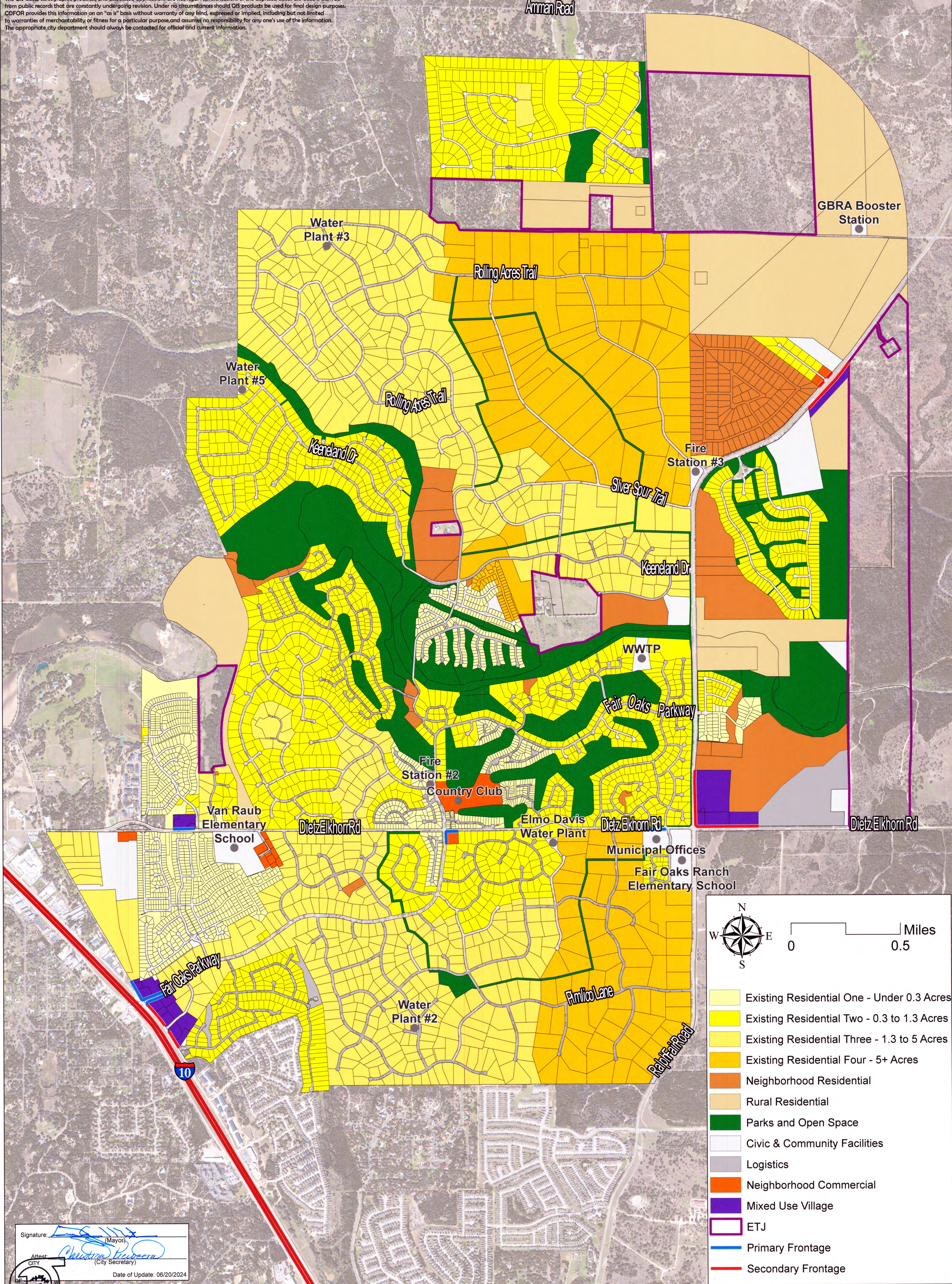


Disclaimer – The City of Fair Oaks Ranch (COFOR) does not guarantee the accuracy, adequacy, completeness, or usefulness of any information. COFOR does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS Data. The GIS data, cartographic products, and associated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



# City of FAIR OAKS RANCH ZONING MAP

Disclaimer--  
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North arrow and scale bar (0 to 0.5 Miles).

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

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



Public Utility Commission of Texas Water and Sewer CCN Viewer

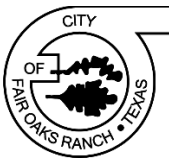
Find address, CCN number, county, or Leg. district

**Certificated Service Area (Sewer)**

CCN NO.	20497
UTILITY	CITY OF FAIR OAKS RANCH
DBA	
CCN TYPE	Bounded Service Area
STATUS	Commission Approved

29.772 -98.700 Degrees

Subject 80-acre tract part of the 160-acre parcel



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

UNIVERSAL APPLICATION (FORM UA)

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

DEVELOPMENT INFORMATION

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

PROPERTY OWNER INFORMATION

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

APPLICANT INFORMATION

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

KEY CONTACT INFORMATION

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

Signature: d77bfd29-1287-4a64-958d-1bac2afa8a98 Digitally signed by d77bfd29-1287-4a64-958d-1bac2afa8a98 Date: 2024.08.16 09:34:24 -05'00' 8/16/2024

Print Name: Rajeev Puri

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

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*
DATE REC'D: 08/30/2024 BY: Lee Muñiz
FEES PAID: 08/15/2024 APPROVED BY:
DATE APPROVED:
APPLICATION/PERMIT NO: EXP DATE:

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

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

**Land Use Policy Related**

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

**Subdivision and Property Development Related**

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

**Site Development Related**

- (Section 3.9 of the UDC)
- Vested Rights Verification Letter (Refer to UDC Section 4.2 (3))
- Zoning Verification Letter
- Written Interpretation of the UDC
- Temporary Use Permit\*- Form S14
- Special Exception\*- Form S15
- Site Development Permit\* (Site Plan Review) - Form S16
- Floodplain Development Permit\*- Form S17
- Stormwater Permit\* - Form S18
- Certificate of Design Compliance\* - Form S19
- Appeal of an Administrative Decision
  - Zoning
  - Others
- Variance
  - Policy
  - Judicial\* -Form S20
- Sign Special Exception/Appeal to an Administrative Decision
- Administrative Exception
- Permit for Repair of Non-Conforming Use/Building
- Letter of Regulatory Compliance
- On-Site Sewage Facility Permit (OSSF)
- Certificate of Occupancy (CO)\* - Form S21
- Relief from Signage Regulations
- Group Living Operation License\* - Form S22
- Grading/Clearing Permit - Form S23

**Miscellaneous Permits**

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

**Building Permits Related**

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

**Commercial**

New/Remodel/Addition

**Residential**

New Home

Remodels/Additions

Detached Buildings

**Others**

Fence

Solar Panels

Swimming Pools

Backflow Device/Irrigation System

Signs

Master/ Common Signage Plan

Water Heater or Water Softener

Miscellaneous

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

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

**Application Checklist for all Applications**

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

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



Century Oaks Land, LLC  
August 15, 2023

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

Subject: Authorization to Submit Master Plan Application on  
Behalf of Century Oaks Land, LLC


To Whom It May Concern,

This letter serves as formal authorization for AD Acquisitions, LLC to submit an application for annexation of about 80 acres out of the Corley tract under contract for water and waste water to the City of Fair Oaks Ranch on behalf of Century Oaks Land, LLC.

AD Acquisitions, LLC is authorized to act in all matters related to such annexation and finalization of a Master Plan Application, including but not limited to, communications with the City, submission of necessary documents, and any other actions required for the processing of the application. If you have any questions, please do not hesitate to reach out to me at [tcorley@rapidias.com](mailto:tcorley@rapidias.com).

Thank you for your cooperation.

Sincerely,



Tim Corley

Manager/Member,  
Century Oaks Land, LLC



**LEGEND**

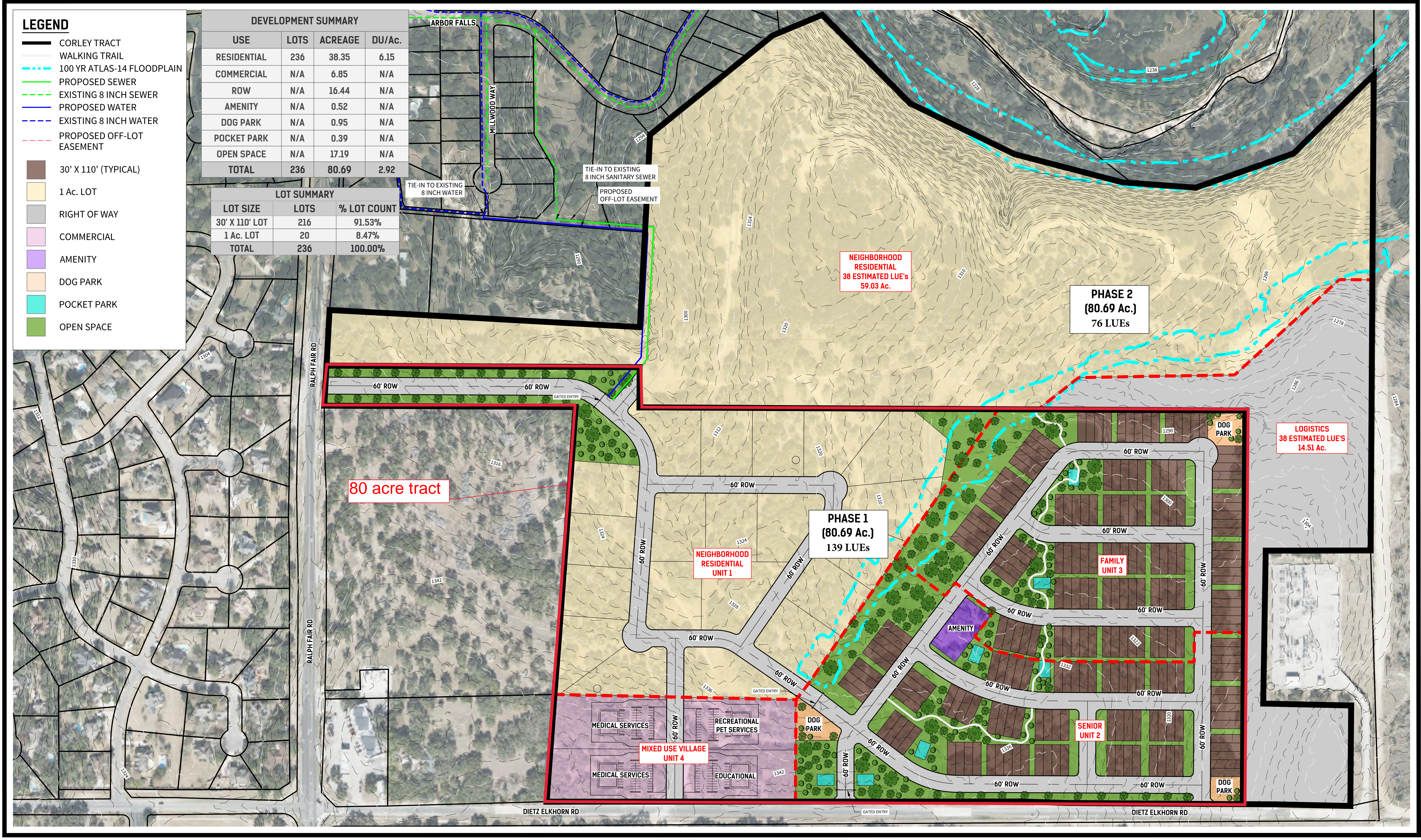
- CORLEY TRACT
- WALKING TRAIL
- 100 YR ATLAS-14 FLOODPLAIN
- PROPOSED SEWER
- EXISTING 8 INCH SEWER
- PROPOSED WATER
- EXISTING 8 INCH WATER
- PROPOSED OFF-LOT EASEMENT
- 30' X 110' (TYPICAL)
- 1 Ac. LOT
- RIGHT OF WAY
- COMMERCIAL
- AMENITY
- DOG PARK
- POCKET PARK
- OPEN SPACE

**DEVELOPMENT SUMMARY**

USE	LOTS	ACREAGE	DU/AC.
RESIDENTIAL	236	38.35	6.15
COMMERCIAL	N/A	6.85	N/A
ROW	N/A	16.44	N/A
AMENITY	N/A	0.52	N/A
DOG PARK	N/A	0.95	N/A
POCKET PARK	N/A	0.39	N/A
OPEN SPACE	N/A	17.19	N/A
<b>TOTAL</b>	<b>236</b>	<b>80.69</b>	<b>2.92</b>

**LOT SUMMARY**

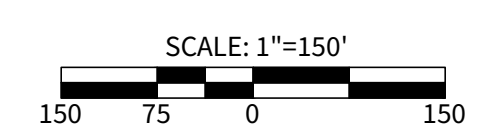
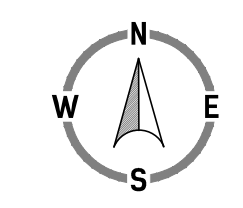
LOT SIZE	LOTS	% LOT COUNT
30' X 110' LOT	216	91.53%
1 Ac. LOT	20	8.47%
<b>TOTAL</b>	<b>236</b>	<b>100.00%</b>



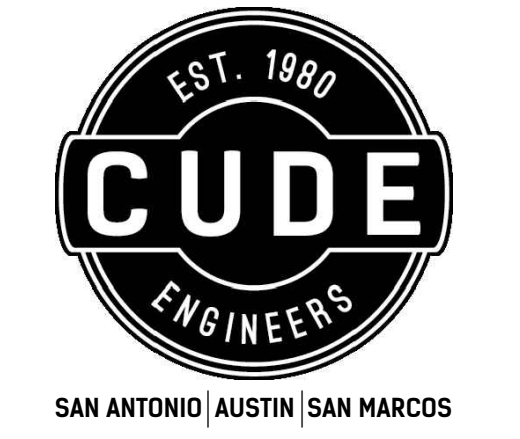
# CORLEY TRACT / MASTER LAND PLAN - 215 LUEs

FAIR OAKS, TEXAS

SEPTEMBER 2024



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





**Corley Tract Phase 1**

Zoning	Acreage
Mixed Use Village	7.36
Neighborhood Residential	31.31
Logistics	42.02
<b>Totals:</b>	<b>80.69</b>

**Corley Tract Phase 2**

Zoning	Acreage
Neighborhood Residential	59.03
Logistics	14.51
<b>Totals:</b>	<b>73.54</b>

**Total Phase 1 and 2:**

**City LUEs allocated**

**Additional LUEs requested**

Revised Density (Based on Meeting on September 26, 2024)			Units
LUEs	Density		
8	1.09		4
21	0.67	20 + 1 Irrigation	
110	2.62	216 +2 Irrigation	
<b>139</b>	<b>1.72</b>		
<b>215</b>			
<b>215</b>			
<b>0</b>			

Notes:

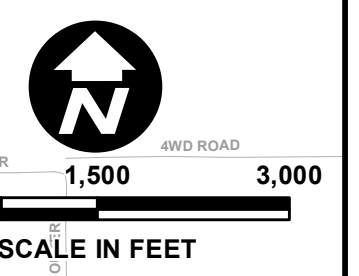
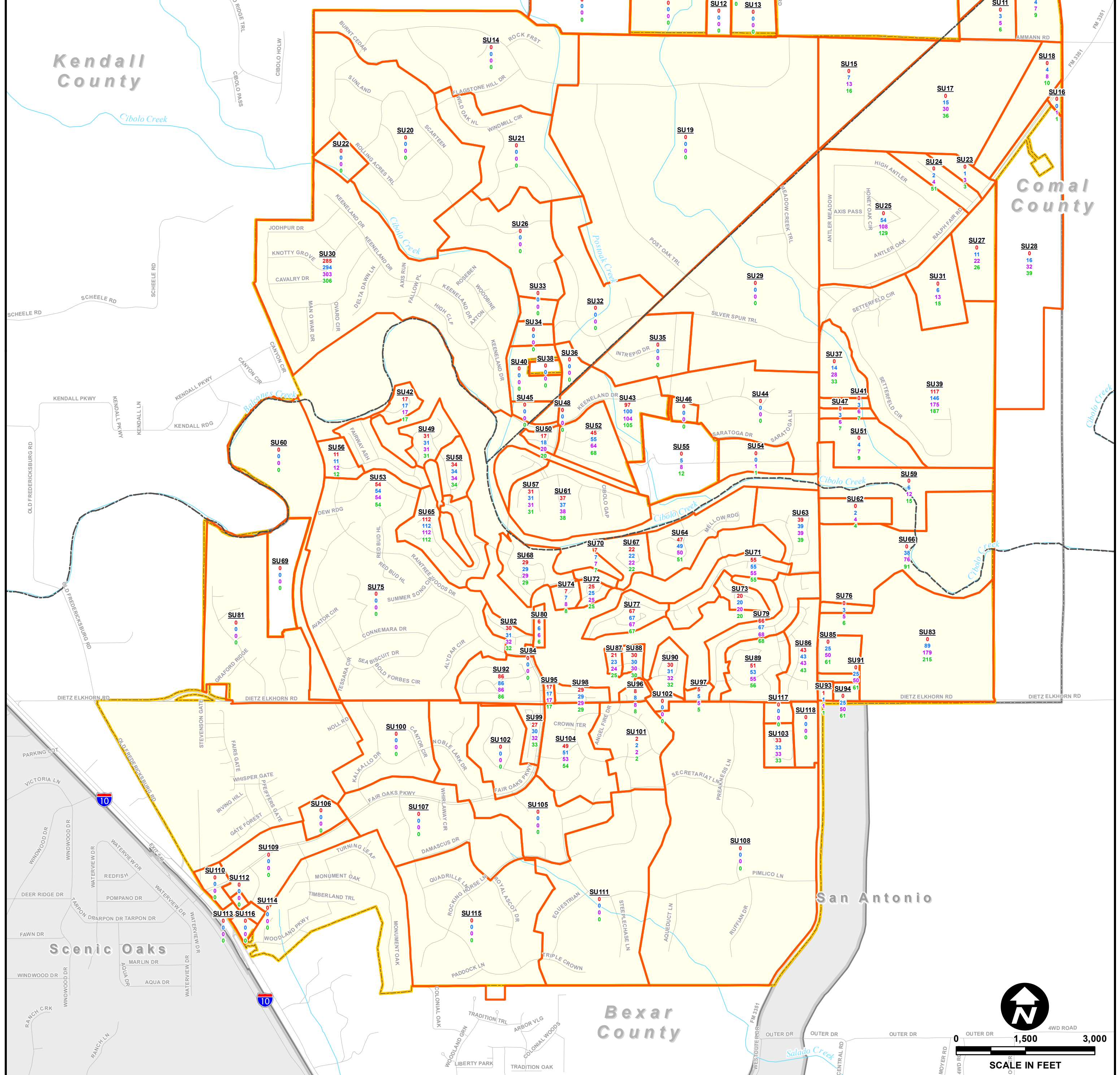
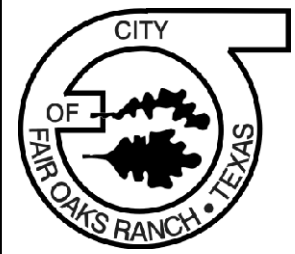
1. LUEs based on SAWS EDU Calculation Sheet. Logistics townhome LUEs calculated at 0.5 LUE/connection.

# FIGURE B-2 CITY OF FAIR OAKS RANCH WASTEWATER CONNECTIONS BY PLANNING AREA

**SUBDIVISION UNIT ID**  
 2018 Connections (1,740)  
 2023 Connections (2,455)  
 2028 Connections (3,169)  
 Buildout Connections (3,502)

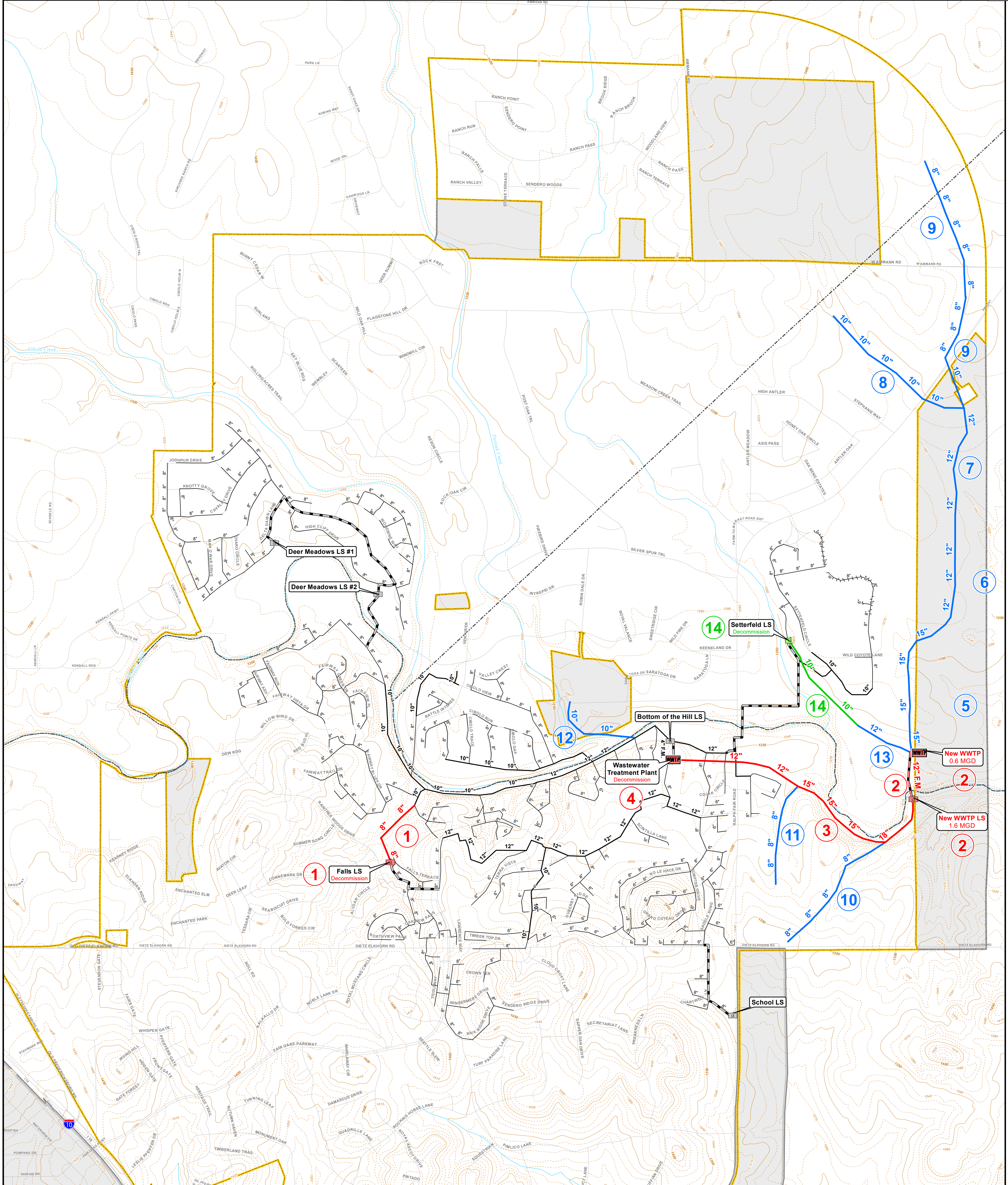
### LEGEND

- Planning Area
- Fair Oaks Ranch City Limit
- Road
- Stream
- ETJ Boundary
- Other City Limit
- County Boundary



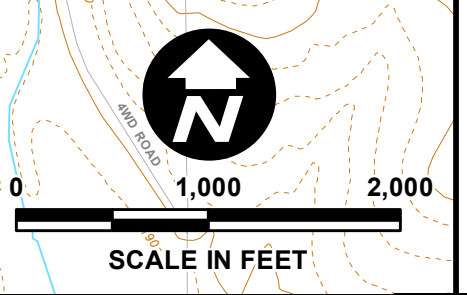
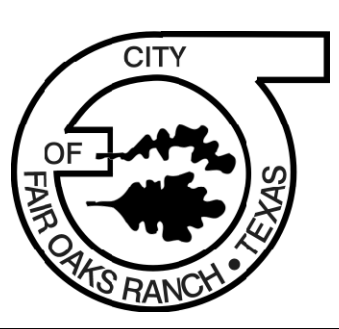
Created By: Freese and Nichols, Inc.  
 Job No: FA07329  
 Location: H:\W\_WW\_FLANNING\01\_DELIVERABLES\11-Final\_Report\Figure\_B-2\Wastewater\_Connections\_by\_Planning\_Area.mxd  
 Updated: Friday, February 15, 2019 4:49:03 PM



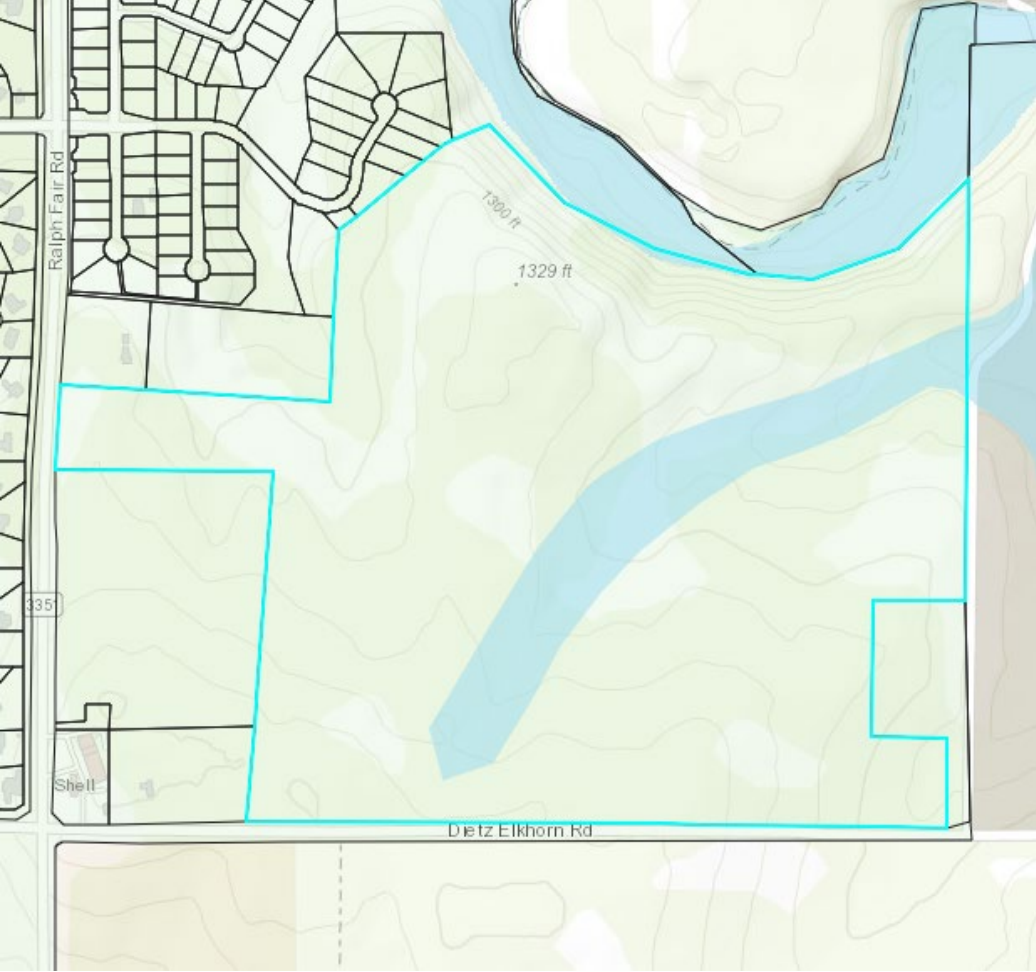


**FIGURE 8-1**  
**CITY OF**  
**FAIR OAKS RANCH**  
**WASTEWATER SYSTEM**  
**CAPITAL IMPROVEMENT PLAN**  
**LEGEND**

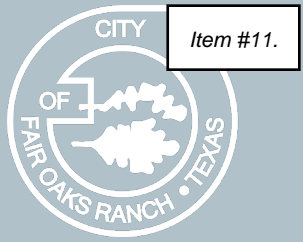
<b>5-Year Improvements</b>	<b>Existing Wastewater System</b>
Lift Station	Lift Station
Wastewater Treatment Plant	8" and Smaller Wastewater Line
Wastewater Line	10" and Larger Wastewater Line
Force Main	Force Main
<b>10-Year Improvements</b>	Road
Wastewater Line	Stream
<b>Buildout Improvements</b>	Index Contour (50-ft)
Lift Station	Intermediate Contour (10-ft)
Wastewater Line	Fair Oaks Ranch City Limit
	Other City Limit
	County Boundary







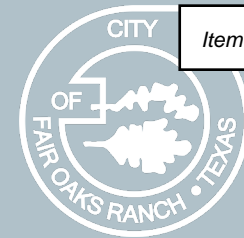
# Wastewater CCN Incorporation for 29580 Ralph Fair Rd.



Item #11.

October 17, 2024

Grant Watanabe, P.E., CFM  
Director of Public Works



# Public Utility Commission Map

Public Utility Commission of Texas Water and Sewer CCN Viewer

Find address, CCN number, county, or Leg. district

**Certificated Service Area (Sewer)**

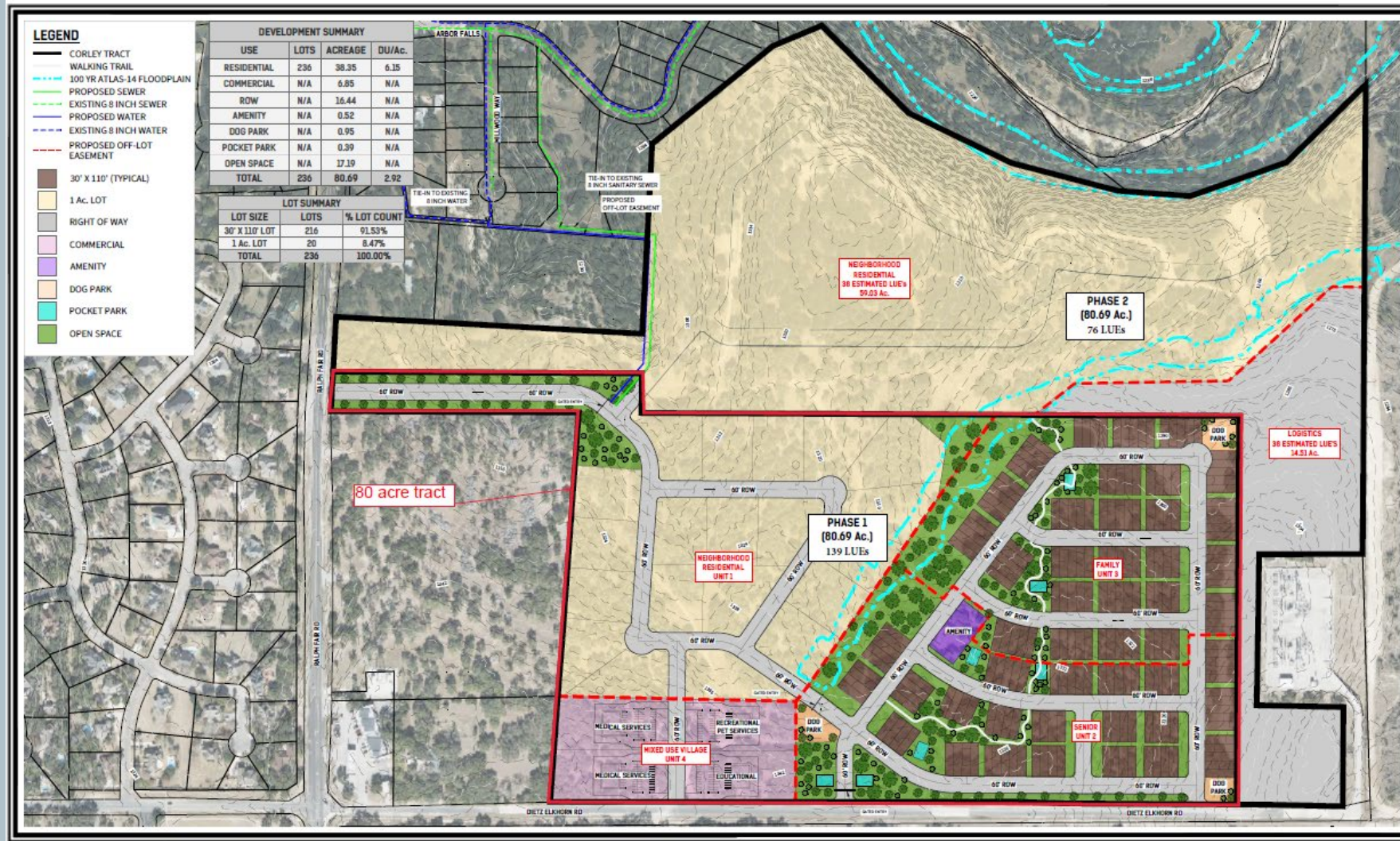
CCN NO.	20497
UTILITY	CITY OF FAIR OAKS RANCH
DBA	
CCN TYPE	Bounded Service Area
STATUS	Commission Approved

Subject 80-acre tract part of the 160-acre parcel

29.772 -98.700 Degrees



# Master Development Plan



# Wastewater Flow Estimate

- Calculations based on the following:
  - Proposed Uses
  - Estimated connections (LUEs) for each use
  - Historical wastewater generation of 160 gallons per day per residential connection

Table 1: Phase 1 Development Data

Type	Units	Wastewater connections (LUEs)	Wastewater generated using 160 gal per connection daily
Neighborhood Residential (1 acre lots)	20	20	3,200 gal
Mixed Use Village	4	8	1,280 gal
Logistics (Townhomes) and Amenity Center	216	109	17,440 gal
<b>Total</b>		<b>137</b>	<b>21,920 gal</b>

# Wastewater Flow Estimate

- Development aligns with planned number of connections in the City’s Water, Wastewater and Reuse Master Plan
  - Similar uses assumed for Phase 2 (not part of Master Development Plan)
  - Estimated connections (LUEs) for each use
  - Total connections between Phase 1 (137) and Phase 2 (74) is 211

Table 2: Phase 2 Development Data

Type	Units	Wastewater connections (LUEs)	Wastewater generated using 160 gal per connection daily
Neighborhood Residential (1 acre lots)	37	37	5,920 gal
Logistics (Townhomes) and Amenity Center	74	37	5,920 gal
<b>Total</b>		74	11,840 gal



# Staff Analysis

- 2019 Water, Wastewater, and Reuse Master Plan
  - Allocates 215 connections for 160-acre parcel
- Master Development Plan shows 137 LUEs for 80-acre parcel
- Wastewater Flow Generated
  - Approx. 21,920 gallons per day
- Wastewater Treatment Plant Capacity
  - Permitted: 500,000 gallons per day
  - Average Daily Flow: 300,000 gallons per day
  - WWTP is capable of handling additional flow from the proposed development
- Infrastructure Needs
  - Cojak Circle Manhole and Sewer Upgrade

# Staff Recommendation

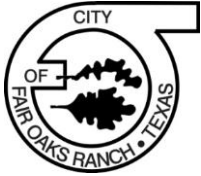
Staff recommends approval of the requested Wastewater CCN extension based on anticipated generation and available wastewater capacity, contingent on approval of the developer's Master Development Plan.

The Master Development Plan will be considered at a future meeting.



# Next Steps

- Planning and Zoning Commission to consider the Master Development Plan on November 14.
- City Council to consider the Master Development Plan on December 5.
- City and Developer enter into Sewer Service Agreement to memorialize number of LUEs, related fees and any contribution towards infrastructure improvements.
- Staff submits CCN amendment application to the Public Utility Commission.



**CITY COUNCIL WORKSHOP  
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Review of proposed City of Fair Oaks Ranch Unified Development Code amendment categories.

DATE: October 17, 2024

DEPARTMENT: Public Works – Engineering Services

PRESENTED BY: Carole Vanzant, CPM, Assistant City Manager  
Grant Watanabe, P.E., CFM, Director of Public Works & Engineering Services  
Lee Muñiz, P.E., CFM, Manager of Engineering Services

**INTRODUCTION/BACKGROUND:**

On September 19, 2024, the City Council adopted ten Unified Development Code policy amendments related to the following categories:

- Subdivision Design
- Infrastructure
- Drive-Through
- Parking Lots
- Building Standards
- Building Design
- Landscape
- Mixed Use Village Residential Component

In coordination with the Planning and Zoning Commission (P&Z), staff has identified additional amendments which generally fall in the categories listed below. The categories are listed in priority order based on input received from P&Z at their April 11, 2024 regular meeting. A description of the problem within each category is attached (**Exhibit A**).

Staff seeks direction from City Council regarding each category and relative priority. If a category is supported, staff will schedule workshops with the P&Z to refine proposed amendments within the category. Staff will provide an update to City Council on the proposed amendments prior to scheduling any public hearings.

- Setbacks
- Screening
- Subdivision Design - Street Frontage (staff addition)
- Site Development – Waiver and Variance applications (staff addition)
- Conservation Development Alternative
- Trees

- Hill Country Aesthetics
- Signs
- Table 4.2 Uses
- Conditional Uses

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

1. Supports Priorities 2.1.2 and 2.2.5 of the Strategic Action Plan to evaluate and update the Unified Development Code.
2. Complies with established processes and procedures for amending the Unified Development Code.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A

Exhibit A  
Summary of Proposed UDC Categories to Review

Category	Setbacks
UDC Section(s):	4.6
<b>What is the problem:</b> This is a policy decision with no known conflicts in the current UDC.	

Category	Screening
UDC Section(s):	4.6 and 4.10
<b>What is the problem:</b> Screening is not required to be opaque in nature, which could reduce the privacy of adjacent residential lots.	

Category	Subdivision Design - Street Frontages
UDC Section(s):	5.4
<b>What is the problem:</b> Lots served by private well and/or private septic are required to have a minimum street frontage of 150 feet or 200 feet. Clarification needed regarding minimum street frontage along cul-de-sac due to limited street frontage.	

Exhibit A  
Summary of Proposed UDC Categories to Review

Category	Site Development Applications
UDC Section(s):	Chapter 3: Applications and Permits
<p><b>What is the problem:</b> Plat waivers and variances are used interchangeably. In one section it specifically states that a plat waiver is NOT a variance but states a plat waiver should be considered using the variance criteria. Ideally, definitions, processes, and criteria are needed to provide a clear distinction between the two.</p> <p>A. Plat waivers are waivers of the standards required for plat approval. For example, plat notes, signature lines, etc.</p> <p>B. Variances are formal approval to depart from the strict application of a UDC provision. For example, zoning-related development standards such as setbacks, landscaping, parking, etc.</p>	

Category	Conservation Development Alternative
UDC Section(s):	4.8, Table 8.1 , 8.3 (2)(a), 8.3 (5)(a)
<p><b>What is the problem:</b> As written, a minimum blended average of lot size with no specified minimum lot size may result in developers incorporating smaller and non-uniform lots in the Conservation Development area. The criteria in determining the density calculation needs to be further defined.</p>	

Category	Trees
UDC Section(s):	8.8
<p><b>What is the problem:</b> As written, tree preservation requirements apply to <i>redevelopments of any residential property</i>. For example, a home being rebuilt as substantial reconstruction resulting in an increase of the footprint would need to comply with tree preservation requirements. This conflicts with the current City Council guidance provided at the February 2023 and October 2024 workshops.</p>	

Exhibit A  
Summary of Proposed UDC Categories to Review

Category	<b>Hill Country Aesthetics</b>
UDC Section(s):	Throughout the Unified Development Code
<p><b>What is the problem:</b>  Hill Country character, feel, or design aesthetic is referenced several times in the Comprehensive Plan and in the UDC. Several sections of the UDC refer to a Hill Country design standard. Having no definition of Hill Country aesthetics/character creates challenges for design criteria. For example, the Comprehensive Plan states “More than 97 percent of respondents agreed that preservation of things like trees, open spaces, and roads designed to reflect the City’s ‘character and heritage is important to me” (p.37).</p>	

Category	<b>Signs</b>
UDC Section(s):	Chapter 10
<p><b>What is the problem:</b>  A. The recent statutory UDC amendments did not incorporate new statutes from the 2021 Texas Legislative session relative to signs (ETJ, content, etc.). A comprehensive review of existing regulations is needed.  B. Enhanced regulations on size, type and location to ensure signs do not create traffic hazards, impairment of motorists, sight of vision and distraction, or conflict with the desired appearance of the City is warranted. For example, the number and location of election signs at the poll site (City Hall complex).  C. There is currently no allowance for variances. For example, a community requests placement of an informational sign to be posted on their privately-owned open space. As the UDC does not permit such signs, and there is no variance provision, it is strictly prohibited.</p>	

Exhibit A  
 Summary of Proposed UDC Categories to Review

Category	Table 4.2 Uses
UDC Section(s):	4.9
<p><b>What is the problem:</b></p> <p>A. Certain land uses are missing from Table 4.2 (Use Table). For example, "Retirement Community", "Non-Commercial Stables", and "Golf Courses."</p> <p>B. Large grouping of uses may be broken out to provide better regulations of permitted uses. For example, Single-family Residential Attached/Townhomes/Patio Home/Duplex/Multi Unit Home (3-4 Units).</p> <p>C. Ninety percent of the uses in Table 4.2 do not identify off-street parking requirements.</p>	

Category	Conditional Uses
UDC Section(s):	4.10
<p><b>What is the problem:</b></p> <p>A. No allowance or criteria provided for Park Maintenance Facilities. This could lead to storage sheds and pump houses being located within proximity to residential lots.</p> <p>B. No allowance or criteria provided for Non-Commercial Stables related to lot size and location of stables. This could lead to animal facilities being located within proximity to residential lots.</p>	