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

Thursday, April 2, 2026 at 6:30 PM

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

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

AGENDA

OPEN MEETING

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

CITIZENS and GUEST FORUM

To address the City 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 or Committee 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

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 or Committee Member by making such request prior to a motion and vote.

4. Approval of the March 19, 2026 Regular City Council meeting minutes

Amanda Valdez, TRMC, Deputy City Secretary

5. Approval of the cancellation of the May 21, 2026 City Council meeting

Amanda Valdez, TRMC, Deputy City Secretary

6. Approval of Council Member Rhoden's absence from the December 4, 2025 Regular City Council meeting

Keith Rhoden, Council Member, Place 2

CONSIDERATION/DISCUSSION ITEMS

7. Consideration and possible action approving a resolution authorizing the execution of an agreement with R.L. Jones L.P. for the SAWS Emergency Interconnect Project, expenditure of the required funds, and execution of all applicable documents by the City Manager

Clayton Hoelscher, Procurement Manager

8. Consideration and possible action approving a resolution authorizing the execution of a Waterline Project Cost-Sharing Agreement with G Leon Family Partnership for a contribution towards the SAWS Emergency Interconnect Project

Steven Fried, Assistant Director of Public Works

Clayton Hoelscher, Procurement Manager

9. Consideration and possible action approving a resolution authorizing the execution of an Interlocal Agreement with Kendall County for repair and improvements to soften the northern curve on Ammann Road, expenditure of the required funds, and execution of all applicable documents by the City Manager

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

WORKSHOP

10. FY 2025-26 Annual Street Maintenance Plan

Steven Fried, Assistant Director of Public Works

11. Outdoor Lighting Workshop

Jessica Relucio, ENV SP, City Planner

12. 2026 Strategic Plan Update

Jim Williams, MBA, ICMA-CM, Assistant City Manager

REPORTS FROM STAFF/COMMITTEES

13. Fourth of July Community Event Update

Jim Williams, MBA, ICMA-CM, Assistant City Manager

REQUESTS AND ANNOUNCEMENTS

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

ADJOURNMENT

Signature of Agenda Approval:

s/ Gregory C. Maxton
Gregory C. Maxton, Mayor

I, Amanda Valdez, TRMC, Deputy City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the City's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times.

As per Texas Government Code 551.045, said Notice was posted by March 27, 2026 and remained so posted continuously for at least 3 business days before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting.

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



CITY OF FAIR OAKS RANCH CITY COUNCIL MEETING

Thursday, March 19, 2026 at 6:30 PM

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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, Olvera, Pearson, Parker and Swarek

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

2. Pledge of Allegiance – The Pledge of Allegiance was led by Cub Scout Pack 109.

CITIZENS and GUEST FORUM

3. Citizens to be heard – No citizens signed up to speak.

PRESENTATIONS

4. Government Finance Professionals Week

Mayor Maxton presented a Proclamation in honor of Government Finance Professionals Week, March 23-27, 2026 and recognized the Finance Department staff for their hard work.

5. Cub Scout Pack 109 Proclamation

Mayor Maxton presented a Proclamation to Cub Scout 109 in appreciation for a civic service project to clean and beautify the area surrounding City Hall.

CONSENT AGENDA

6. Approval of the March 5, 2026 Regular City Council meeting minutes

7. Approval of a resolution authorizing the Mayor to sign a Certificate of Appointment for the redesignation of the City's Health Authority

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

VOTE: 7 - 0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

8. Consideration and possible action accepting the FY 2024-25 Audit Report

MOTION: Made by Council Member Rhoden, seconded by Council Member Pearson, to accept the Fiscal Year 2024-25 annual audit as presented by BrooksWatson & Co., PLLC

VOTE: 7 - 0; Motion Passed.

9. Consideration and possible action approving a resolution amending Chapter 8 Leave of the City of Fair Oaks Ranch Personnel Policies related to extended military leave

MOTION: Made by Council Member Parker, seconded by Council Member Swarek, to approve a resolution amending Chapter 8 Leave of the City of Fair Oaks Ranch's Personnel Policies related to extended military leave

VOTE: 7 - 0; Motion Passed.

10. Consideration and possible action approving a resolution amending Chapters 3, 10 and 11 of the City of Fair Oaks Ranch's Personnel Policies related to Commercial Driver's Licenses

MOTION: Made by Council Member Swarek, seconded by Council Member Olvera, to approve a resolution amending Chapters 3, 10 and 11 of the City of Fair Oaks Ranch's Personnel Policies related to Commercial Driver's Licenses.

VOTE: 7 - 0; Motion Passed.

11. Consideration and possible action approving a resolution amending the City's General Government and Public Safety Pay Schedule and Certification Pay List

MOTION: Made by Council Member Swarek, seconded by Council Member Stroup, to approve a resolution amending the City of Fair Oaks Ranch's General Government and Public Safety Pay Schedule and Certification Pay List.

VOTE: 7 - 0; Motion Passed.

12. Consideration and possible action approving a resolution authorizing the execution of an agreement with Matrix Consulting Group for the Facilities Master Plan

MOTION: Made by Council Member Rhoden, seconded by Council Member Parker, to approve a resolution authorizing the execution of an agreement with Matrix Consulting Group for the Facilities Master Plan in the amount of \$99,630, expenditure of the required funds, upon execution of all applicable documents by the City Manager.

VOTE: 7 - 0; Motion Passed.

13. Consideration and possible action approving a resolution authorizing the execution of a reimbursement agreement with Guadalupe Blanco River Authority (GBRA) for engineering and construction services for a GBRA waterline relocation located at the southern curve of Ammann Road

MOTION: Made by Council Member Stroup, seconded by Council Member Olvera, to approve a resolution authorizing the execution of a reimbursement agreement with Guadalupe Blanco River Authority (GBRA) for engineering and construction services for a GBRA waterline relocation located at the southern curve of Ammann Road, expenditure of the required funds, and execution of all applicable documents by the City Manager.

VOTE: 7 - 0; Motion Passed.

WORKSHOP

14. Rolling Acres Trail Drainage Project Update

Engineering Manager Lee Muniz led a workshop with the City Council regarding an update to the Rolling Acres Trail Drainage Project. Council accepted staff's recommendation not to proceed with this project and reallocating funds to other drainage projects yielding a greater benefit to the City.

15. Parkway Beautification Committee

Council Member Keith Rhoden led a discussion with the City Council about creating a Parkway Beautification Committee. Council agreed to consider a resolution creating the committee at a future meeting,

REPORTS FROM STAFF/COMMITTEES

16. 2025 Fair Oaks Ranch Police Department Annual Report

Chief of Police Todd Smith delivered a presentation on the Fair Oaks Ranch Police Department's Annual Report and outlined key details contained within the report.

17. Bexar County Emergency Services District No. 4 Update

Chief Jack Andrade provided a report to the City Council regarding the District's growth, new initiatives, and statistics pertinent to the City. He further advised that he intends to provide quarterly updates moving forward.

REQUESTS AND ANNOUNCEMENTS

18. Announcements and reports by Mayor and Council

Mayor Maxton reminded residents to submit responses to the City's Strategic Action Plan survey available on the City's website, which will close on March 20, 2026. He further announced that the Fair Oaks Ranch Police Department will host a Wags & Wellness Pet Fair on March 28, 2026, from 10:00 a.m. to 1:00 p.m. in the Police Department parking lot, offering pet vaccinations, vendor participation, and adoption opportunities.

19. Announcements by the City Manager

None.

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

None.

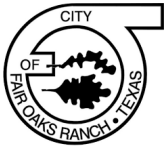
ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:28 PM.

Gregory C. Maxton, Mayor

ATTEST:

Amanda Valdez, TRMC,
Deputy City Secretary



CITY COUNCIL CONSENT ITEM CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the cancellation of the May 21, 2026 City Council meeting

DATE: April 2, 2026

DEPARTMENT: City Secretary

PRESENTED BY: Amanda Valdez, TRMC, Deputy City Secretary

INTRODUCTION / BACKGROUND:

At the January 15, 2026, City Council meeting, City Council considered canceling upcoming meetings due to potential conflicts with the Primary Election and a possible Primary Runoff Election. At that time, City Council directed staff to return with an agenda item to consider canceling the February 19, 2026, meeting only and, if necessary, the May 21, 2026, meeting should a Primary Runoff Election be required. A Primary Runoff Election has now been scheduled, and the City Council Chambers will be used as a polling location during the early voting period, creating a conflict with the regularly scheduled May 21, 2026, City Council meeting.

The following provisions govern City Council meeting scheduling:

Rule 4 of the City Council Rules of Procedure (Ordinance 2024-21) provides that City Council shall meet in regular session on the first and third Thursdays of each calendar month, beginning at 6:30 PM, in the Fair Oaks Ranch Council Chambers or other appropriately posted location. By majority vote, City Council may reschedule or cancel any regular meeting in a manner consistent with the Open Meetings Act and other applicable requirements.

The City's Home Rule Charter requires City Council to hold at least one regular meeting per month at City Hall or another location designated by City Council. This requirement will be satisfied by the regularly scheduled meeting on May 7, 2026.

Staff recommends canceling the May 21, 2026, regular meeting due to the Primary Runoff Election.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

Canceling the May 21, 2026 City Council meeting avoids meeting space conflicts during the Primary Runoff early voting period and supports residents' ability to participate in the election process.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

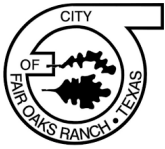
N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION / PROPOSED MOTION:

I move to cancel the May 21, 2026 City Council meeting.



CITY COUNCIL CONSENT ITEM CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of Council Member Rhoden's absence from the December 4, 2025 Regular City Council meeting

DATE: April 2, 2026

DEPARTMENT: City Council

PRESENTED BY: Keith Rhoden, Council Member, Place 2

INTRODUCTION / BACKGROUND:

Council Member Rhoden requests approval from missing the December 4, 2025 Regular City Council meeting due to previously scheduled obligation.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

Complies with Section 3.09 of the Home Rule Charter.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

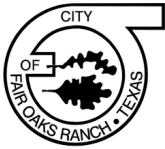
N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION / PROPOSED MOTION:

I move to approve Council Member Rhoden's absence from the December 4, 2025 Regular City Council meeting.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an agreement with R.L. Jones L.P. for the SAWS Emergency Interconnect Project, expenditure of the required funds, and execution of all applicable documents by the City Manager

DATE: April 2, 2026

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager

INTRODUCTION / BACKGROUND:

The FY 2025–26 Adopted Budget includes funding for the construction of the SAWS Emergency Interconnect Project. This project is intended to improve water system resiliency by establishing an emergency connection to the San Antonio Water System (SAWS). The interconnect will provide the City with a backup water supply in the event of pressure loss, system failure, extended power outages, or other emergency situations.

On February 26, 2025, the City entered into a professional services agreement for the design of the project. In addition, the City Council approved an Emergency Interconnect Agreement with SAWS on December 4, 2025, and the SAWS Board of Trustees approved the agreement on January 13, 2026. Following execution of this agreement, final construction documents were completed in March.

To advance the project for construction, the City issued a Request for Proposals (RFP) and received four responses.

- R.L. Jones, L.P.: \$287,453.00
- Aetos Construction: \$296,333.00
- D. Plata Construction Company: \$429,944.64
- E-Z Bel Construction: \$433,920.00

An evaluation committee reviewed all proposals and selected R.L. Jones, L.P. as the respondent providing the best value to the City based on price, company experience, project team and project approach. The project is anticipated to be completed within 71 calendar days after the City issues notice to proceed.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

- Supports Priority 3.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Water Resources
- Provides a backup source of water for Pressure Zone C in the event of pressure loss, system failure or other qualifying emergencies.
- Complies with Competitive Procurement Requirements

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City has \$307,967 remaining in the budget for construction of this project. The proposal amount from R.L. Jones. L.P. is \$287,453.00. City staff recommends adding a 5% contingency of \$14,372.65, which results in a total amount not to exceed \$301,825.65. Additionally, staff is presenting a separate resolution for consideration at this meeting to approve a Waterline Project Cost-Sharing Agreement with G Leon Family Partnership, providing for a \$50,000 contribution toward the project.

LEGAL ANALYSIS:

Resolution approved as to form. The City's standard Construction Agreement is being utilized for this project.

RECOMMENDATION / PROPOSED MOTION:

I move to approve a resolution authorizing the execution of an agreement with R.L. Jones L.P. for the SAWS Emergency Interconnect Project, expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH R.L. JONES L.P. FOR THE SAWS EMERGENCY INTERCONNECT PROJECT, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City Council identified the SAWS Emergency Interconnect Project as a critical initiative to enhance water system resiliency and emergency water supply under the adopted Water Capital Improvement Plan and funds were included in the FY 2025–26 budget; and

WHEREAS, the project provides an emergency interconnection with San Antonio Water System (SAWS) to supplement Pressure Zone C in the event of water supply disruptions or pressure loss; and

WHEREAS, a professional services agreement was executed for design services and, upon receipt of final construction documents, the project was advertised for bid on March 4, 2026; and

WHEREAS, proposals were received on March 18, 2026, in accordance with the Texas Local Government Code Chapter 252, and R.L. Jones L.P. was selected as the contractor providing the best value to the City; and

WHEREAS, the construction contract amount is \$287,453.00, and with an additional 5% contingency bringing the total authorized amount to \$301,825.65; and

WHEREAS, the City Council of the City of Fair Oaks Ranch hereby finds it necessary and appropriate to authorize the execution of an agreement with R.L. Jones L.P.

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 R.L. Jones, L.P. for the SAWS Emergency Interconnect Project (**Exhibit A**), to expend required funds up to \$301,825.65 and to execute any and all applicable documents to effectuate this resolution.

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

Section3. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 4. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

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

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

PASSED, APPROVED, and ADOPTED on this 2nd day of April 2026.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda Valdez, TRMC
Deputy 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 R.L. Jones L.P. ("Contractor").

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

Section 4. Time of Completion.

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before 71 calendar days after written Notice to Proceed.

Section 5. Insurance.

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

Section 6. Miscellaneous Provisions.

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

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

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

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

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

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

Section 7. Termination.

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Warranty

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

31. Retainage

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

EXECUTED on _____.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: Scott M. Huizenga

Name: _____

Title: City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY

CONTRACTOR

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

R.L. Jones L.P.
18946 Redland Road
San Antonio, TX 78259

Exhibit “A”

SCOPE OF SERVICES

**SAWS EMERGENCY INTERCONNECT PROJECT
UNIT PRICING FORM (Revised on 03/13/26 in Addendum # 2)**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
160	TOPSOIL (4" THICK)(TXDOT SPEC)	CY	190	\$ 5.00	\$ 950.00
164	HYDRO MULCH SEEDING (PERM)(TXDOT SPEC)	SY	1,712	\$ 2.00	\$ 3,424.00
203	TACK COAT	GAL	1	\$ 5.00	\$ 5.00
205	HOT MIX ASPHALTIC PAVEMENT, TYPE D (3" COMP. DEPTH)	SY	8	\$ 10.00	\$ 80.00
205	HOT MIX ASPHALTIC PAVEMENT, TYPE B (12" COMP. DEPTH)	SY	10	\$ 50.00	\$ 500.00
413	FLOWABLE FILL	CY	12	\$ 400.00	\$ 4,800.00
503	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	\$ 1,500.00	\$ 1,500.00
540	TEMPORARY EROSION, SEDIMENTATION AND WATER POLLUTION PR	LS	1	\$ 850.00	\$ 850.00
550	TRENCH SAFETY EXCAVATION PROTECTION	LF	789	\$ 1.00	\$ 789.00
814	8" DUCTILE IRON PIPE (CL 350)	LF	93	\$ 125.00	\$ 11,625.00
818	6" PVC (C-900) WATERLINE (RESTRAINED) (ALL DEPTHS)	LF	83	\$ 110.00	\$ 9,130.00
818	8" PVC (C-900) WATERLINE (RESTRAINED) (ALL DEPTHS)	LF	5	\$ 110.00	\$ 550.00
818	12" PVC (C-900) WATERLINE (RESTRAINED) (ALL DEPTHS)	LF	608	\$ 115.00	\$ 69,920.00
824	NEW 3/4" UNMETERED SERVICE	EA	1	\$ 1,200.00	\$ 1,200.00
824	NEW 2" UNMETERED SERVICE	EA	1	\$ 2,000.00	\$ 2,000.00
813	8" FIRELINE SERVICE	EA	1	\$ 6,500.00	\$ 6,500.00
828	8" GATE VALVE	EA	7	\$ 3,500.00	\$ 24,500.00
828	12" GATE VALVE	EA	2	\$ 6,000.00	\$ 12,000.00
831	8" CUT-IN-TEE	EA	1	\$ 6,000.00	\$ 6,000.00
836	GREY IRON AND DUCTILE-IRON FITTINGS	TN	2.1	\$ 5,000.00	\$ 10,500.00
840	3" TIE IN	EA	1	\$ 3,500.00	\$ 3,500.00
840	12" TIE IN	EA	2	\$ 6,500.00	\$ 13,000.00
841	HYDROSTATIC TESTING	EA	3	\$ 100.00	\$ 300.00
844	2" TEMPORARY BLOW-OFF	EA	3	\$ 1,500.00	\$ 4,500.00
856	8" CARRIER PIPE	LF	18	\$ 185.00	\$ 3,330.00
856	24" STEEL CASING	LF	18	\$ 250.00	\$ 4,500.00
SP-1	8" RPZ BACKFLOW DEVICE WITH ALUMINUM JACKETING FOR FREEZE PROTECTION	EA	1	\$ 30,000.00	\$ 30,000.00
SP-2	8" METER	EA	1	\$ 28,000.00	\$ 28,000.00
SP-3	3' x 5' x 3' CONCRETE VAULT	EA	1	\$ 8,500.00	\$ 8,500.00
100	MOBILIZATION*	LS	1	\$ 18,000.00	\$ 18,000.00
101	PREPARING RIGHT-OF-WAY**	LS	1	\$ 7,000.00	\$ 7,000.00
TOTAL BID AMOUNT				\$ 287,453.00	

*MOBILIZATION 10% MAX AMOUNT OF SUM OF WATER ITEMS IN CONTRACT

**PREP ROW 5% MAX AMOUNT OF SUM OF WATER ITEMS IN CONTRACT

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

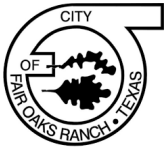
representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

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

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

Exhibit “C”

EVIDENCE OF INSURANCE



CITY COUNCIL CONSIDERATION ITEM CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of a Waterline Project Cost-Sharing Agreement with G Leon Family Partnership for a contribution towards the SAWS Emergency Interconnect Project

DATE: April 2, 2026

DEPARTMENT: Public Works & Engineering

PRESENTED BY: Steven Fried, Assistant Director of Public Works
Clayton Hoelscher, Procurement Manager

INTRODUCTION / BACKGROUND:

The FY 2025-26 Adopted Budget includes funding for the construction of the SAWS Emergency Interconnect Project, which will improve water system resiliency by establishing an emergency connection to the San Antonio Water System (SAWS). This project requires the City to upsize a portion of an existing water main between Leslie Pfeiffer Drive and Fair Oaks Parkway. Additionally, G Leon Family Partnership (Developer) owns property at 28313 Leslie Pfeiffer Drive and is in the process of upsizing its water main parallel to the City's existing water line to comply with City fire suppression requirements.

The City recently solicited proposals for the construction of the SAWS Emergency Interconnect Project, and the resolution for the contract award is on the April 2, 2026 City Council agenda, prior to this agenda item. Through discussions, both parties have agreed to an approach that avoids duplicative infrastructure by incorporating the Developer's extension into the City's project. The work will be performed by the City's approved contractor and the Developer will contribute \$50,000 towards this project in accordance with the terms of the Waterline Project Cost-Sharing Agreement resolution included with this agenda item.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

- Supports Priority 3.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Water Resources
- Executing the Waterline Project Cost-Sharing Agreement benefits both parties by avoiding duplicative infrastructure and provides a beneficial cost contribution to the City.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The Developer will contribute \$50,000 to the City, which will be utilized for this project.

LEGAL ANALYSIS:

Agreement and resolution approved as to form.

RECOMMENDATION / PROPOSED MOTION:

I move to approve a resolution authorizing the execution of a Waterline Project Cost-Sharing Agreement with G Leon Family Partnership for a contribution towards the SAWS Emergency Interconnect Project.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF A WATERLINE PROJECT COST-SHARING AGREEMENT WITH G LEON FAMILY PARTNERSHIP FOR THE SAWS EMERGENCY INTERCONNECT PROJECT AND THE EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City is in the process of constructing an emergency interconnect with the San Antonio Water System ("SAWS") which will provide the City with a secondary source of water during emergency events or critical system failures, improving overall system resiliency and operational reliability ("Project"); and

WHEREAS, the Project requires the City to upsize a portion of an existing water main between Leslie Pfeiffer Drive and Fair Oaks Parkway which will connect to the existing City's water distribution system and will remain owned, operated, and maintained by the City; and

WHEREAS, G Leon Family Partnership ("Developer") owns property located at 28313 Leslie Pfeiffer Drive, Fair Oaks Ranch, Texas, and needs to upsize its water main to comply with the City's fire suppression requirements under the City's Fire Code; and

WHEREAS, the City and Developer have identified a mutually beneficial opportunity that eliminates duplicative infrastructure, improves system continuity, and advances the City's long-term water-system goals by incorporating Developer's proposed extension into the City's broader capital improvement project; and

WHEREAS, the Developer agrees that this approach is mutually beneficial to City and Developer and desires to contribute to the Project by funding a portion of the Project; and

WHEREAS, the City Council of the City of Fair Oaks Ranch hereby finds it necessary and appropriate to authorize the execution of a Waterline Project Cost Sharing Agreement with the Developer.

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 G Leon Family for a Waterline Project Cost-Sharing Agreement (**Exhibit A**), and to execute any and all applicable documents to effectuate this resolution.

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

Section3. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 2nd day of April 2026.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda Valdez, TRMC
Deputy City Secretary

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

EXHIBIT A
WATERLINE PROJECT COST-SHARING AGREEMENT

THIS WATERLINE PROJECT COST-SHARING AGREEMENT ("Agreement") is entered into effective on the date of execution as indicated below, between, the City of Fair Oaks Ranch, Texas a home rule municipality ("City") and G Leon Family Partnership, a Texas Limited Partnership, ("Developer"). City and Developer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, City is in the process of constructing an emergency interconnect with the San Antonio Water System ("SAWS") which will provide the City with a secondary source of water during emergency events or critical system failures, improving overall system resiliency and operational reliability ("Project"); and

WHEREAS, the Project requires the City to upsize a portion of an existing water main between Leslie Pfeiffer Drive and Fair Oaks Parkway which will connect to the existing City's water distribution system and will remain owned, operated, and maintained by the City; and

WHEREAS, Developer owns property located at 28313 Leslie Pfeiffer Drive, Fair Oaks Ranch, TX and was in the process of upsizing its water main by installing 195 feet of 6-inch water line parallel to the City's existing 3-inch water line to comply with the City's fire suppression requirements under the City's Fire Code; and

WHEREAS, the City identified an opportunity that eliminates duplicative infrastructure, improves system continuity, and advances the City's long-term water-system goals by incorporating Developer's proposed extension into the City's broader capital improvement project; and

WHEREAS, Developer agrees that this approach is mutually beneficial to City and Developer and desires to contribute to the Project by funding a portion of the Project costs; and

WHEREAS, the Parties now desire to enter into this Agreement to memorialize the terms and conditions by which the Project will be designed, constructed, financed, dedicated to the City, and made a part of the City's Systems.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth in this Agreement, for the benefits to be received by the Parties, the mutual promises herein expressed, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Definitions.** Unless the context requires otherwise, and in addition to the terms defined elsewhere in this Agreement, the following words and phrases will have the following meanings when used in this Agreement:

- 1.1. "Developer Cost Participation Amount" means the amount the Developer shall contribute for its share of the Construction Costs or Fifty Thousand Dollars and 00/100 (\$50,000.00).
- 1.2. "Developer Property" means the Developer owned real property located at 28313 Leslie Pfeiffer Dr., Fair Oaks Ranch, TX 78015 and legally described as CB 4709M LOT 1 (PFEIFFER RANCH CORNERS UT-1).
- 1.3. "Certified Funds" means cash, cashier's check or other form of payment, acceptable to City that is guaranteed to clear or settle by the company certifying company.
- 1.4. "Code" means the Code of Ordinances, City of Fair Oaks Ranch, Texas.
- 1.5. "Construction Contract" means the contract or contracts for providing all labor, material and equipment necessary for the construction of the Waterline Facility.
- 1.6. "Construction Costs" means the cost of constructing the Waterline Facility under the Construction Contract, including the cost of all approved change orders; which is estimated to be Three Hundred One Thousand, Eight Hundred Twenty-Five Dollars and Sixty-Five Cents (\$301,825.65).
- 1.7. "Force Majeure" means an event beyond the reasonable control of a Party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, and lockouts.
- 1.8. "Plans" means the engineering plans prepared by the City and labeled "City of Fair Oaks Ranch SAWS Interconnect", as further shown in **Exhibit "A"**.
- 1.9. "Project" means the City's project for water pipeline construction of an emergency interconnect with SAWS's system to provide the City with a secondary source of water during emergency events or critical system failures as further defined in Section 2 below.
- 1.10. "Project Costs" means all costs of engineering, planning, designing, obtaining permits and approvals, constructing, inspecting, and bonding for the Project.
- 1.11. "System" means the City's water utility systems (the Water System) and the City's wastewater utility system (the Wastewater System),
- 1.12. "UDC" means the current City Of Fair Oaks Ranch Unified Development Code.
- 1.13. "Waterline Facility" means the approximate 700 linear feet of 12-inch waterline described in the Plans to be constructed and owned by the City.

2. **The Project; Interpretation of Agreement.**

- 2.1. City is advancing the Project to establish an emergency interconnect with SAWS. This interconnect will provide the City with a secondary source of water during emergency events or critical system failures, improving overall system resiliency and operational reliability. As part of this Project, the City is upsizing a portion of the existing water main between Leslie Pfeiffer Drive and Fair Oaks Parkway. This water main will loop into the existing Fair Oaks Ranch Utilities water distribution system and will remain owned, operated, and maintained by the City.
- 2.2. The Project generally consists of the design and construction of an emergency interconnect water line with the SAWS service line and associated appurtenances necessary to connect to the City's Water Facilities , which is more specifically

described in those certain plans and specifications Project Plans which are incorporated herein by reference. Notwithstanding the foregoing, the Parties agree that the actual location of the water meter and service line may deviate from the Project Plans to the extent that such deviation is required by field conditions or other factors outside the Parties' control.

- 2.3. The Parties acknowledge that the Project contemplated by this Agreement shall be provided in accordance with the applicable Governing Regulations, including the City's Code of Ordinances and Unified Development Code, as such regulations exist on the Effective Date. In the event the specific terms of this Agreement conflict with the Governing Regulations, the specific terms of this Agreement shall apply. The Parties further acknowledge that this Agreement is subject to future acts of the City Council with respect to the adoption or amendment of City ordinances or resolutions specifying rates for Service.
- 2.4. The City's obligation to provide Service to the Property is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the City or its ownership and operation of the System. The Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the Effective Date are repealed, revised or amended to such an extent that the City becomes incapable of, or is prevented from, providing the Service, then no liability of any nature is to be imposed upon the City as a result of the City's compliance with such legal or regulatory mandates. The City agrees that it will use its best efforts to prevent the enactment or to mitigate the impact of such legal or regulatory mandates.

3. Term.

- 3.1. The term of this Agreement shall commence upon the date of execution by the City ("Effective Date") and shall terminate upon final completion of the Project by the City, unless extended by mutual agreement, evidenced in writing, by the City and the Developer.

4. Developer's Obligations.

- 4.1. Deposit of Funds. Within ten (10) days of the Effective Date, Developer shall deposit with the City Fifty Thousand Dollars and 00/100 (\$50,000.00), which represents the Developer's Cost Participation Amount. As provided herein, the Parties agree that Developer's total contribution to the Project Construction Costs shall not exceed Fifty Thousand Dollars and 00/100 (\$50,000.00).
- 4.2. Developer shall grant City access to any portion of the Developer's Property necessary to complete the Project. Upon completion of the Project, Developer shall dedicate the Waterline Facilities to City, who shall thereafter own, operate, and maintain the same as a part of the Systems.
- 4.3. At the time Developer seeks service connections to the Waterline Facility, Developer shall pay the appropriate applicable fees required by the Code and/or UDC for the provision of services to the Developer's Property. Notwithstanding the foregoing, the City makes no representations or guarantees concerning the availability of Systems capacity in excess of the guaranteed capacity.

- 4.4. Developer shall be responsible for any required backflow prevention devices and/or other required equipment beyond the meter and final connection to the Waterline Facilities required by the Code and/or UDC.

5. City's Obligation.

- 5.1. The City shall be responsible for all services related to design, construction, and implementation for the Project. These services include costs associated with acquiring right-of-way, procurement, contractor selection, contract management, submittal review, invoice payment and inspections in accordance with the approved Project Plans. City shall be responsible for all aspects of managing the Project, including consultant selection, fee negotiation, contract management, submittal review and invoice payment.
- 5.2. City shall ensure that design and construction of the Project shall comply with all applicable Governing Regulations, applicable rules and regulations of Bexar County, Texas, the State of Texas, and any agency thereof with jurisdiction thereon (including, but not limited to, the Texas Commission on Environmental Quality, the Public Utility Commission of Texas, and the Texas Department of Health). In addition, and except as specifically provided otherwise herein, design and construction of the Improvements shall comply with the following provisions:
- (a) City of Fair Oaks Ranch Construction Standard Specification for Water and Sanitary Sewer Construction
(<https://www.fairoaksranchtx.org/DocumentCenter/View/5511/Construction-Standard-Specifications-for-Water-and-Sanitary-Sewer-Construction?bidId=>)
 - (b) City of Fair Oaks Ranch Material Standard Specifications for Water and Sanitary Sewer Construction
(<https://www.fairoaksranchtx.org/DocumentCenter/View/5512/Material-Standard-Specifications-for-Water-and-Sanitary-Sewer-Construction?bidId=>)
- 5.3. City shall require its contractor for the Project to provide payment and performance bonds in accordance with the Code, UDC, and any applicable procurement statutes.
- 5.4. City shall require its contractor, and any subcontractors, at all times while work is being performed, to provide and keep in force liability insurance covering the Parties against liability for property damage and personal injury; and to maintain adequate worker's compensation insurance. City shall prohibit its contractors from placing any liens on Developer's Property.
- 5.5. The City shall be responsible for meter set fees and final water connections.

6. Force Majeure.

- 6.1. If either Participant is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the obligations of that party, to the extent affected by the Force Majeure, will be suspended during the continuance of the inability, provided that due diligence is exercised to resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Participant whose contractual obligations are affected must give written notice and the full particulars of the Force Majeure to the other Participants. If written notice is not given within 15 days after the alleged event of Force Majeure, then no extension of time will be allowed. The cause, as far as possible, must be remedied with all reasonable

diligence. The settlement of strikes, lockouts and other industrial or labor disturbances will be entirely within the discretion of the Participant having the difficulty and the requirement that any Force Majeure be remedied with reasonable dispatch will not require the settlement of strikes, lockouts or other industrial or labor disturbances by acceding to the demands of the opposing Party if the settlement is unfavorable in the judgment of the affected Participant. The foregoing notwithstanding, Force Majeure may not be claimed in order to extend the due date for any payment under this agreement.

7. INDEMNITY.

7.1. DEVELOPER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CITY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CITY OR ANY OF CITY'S AGENTS, SERVANTS OR EMPLOYEES.

8. Default; Remedies.

8.1. Subject to Force Majeure, any of the following will constitute a default by a Party under this Agreement:

- (a) failure of a Party to pay any sum required to be paid by that Party as and when required under this Agreement, which failure continues for a period of five days after the delivery of written notice to the Party, advising the Party of the sum due; or
- (b) failure of a Party to perform any of its other obligations hereunder, including a failure by City to cause the Waterline Facility to be constructed and completed as required by this Agreement, which failure continues for a period of thirty (30) days after the delivery of written notice advising City of the unperformed obligation, however, if the obligation is such that it cannot reasonably be completed within thirty (30) days, City will not be deemed to be in default if it commences performance within thirty (30) days after notice and thereafter diligently pursues the performance of the obligation to completion.

8.2. City's sole remedy in the event Developer fails to timely deposit funds, is to terminate this Agreement. Upon City's written notice of such termination, Developer shall be required to construct its own Waterline Facility, at Developer's own cost, in accordance with any applicable Code and/or UDC provisions.

8.3. Developer's sole remedy in the event of City's substantial default under this Agreement is to terminate this Agreement and demand return of the deposited funds. Upon Developer's written notice of such termination and City's return of the deposited funds, neither Party shall have any further obligation to the other.

9. Notices.

9.1. Any notice, request, demand, report, certificate, or other instrument which may be required or permitted to be furnished to or served upon the parties shall be delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same

in the United States mail, certified with return receipt, postage prepaid, addressed to the appropriate party at the following addresses:

Developer: G Leon Family Partnership
Guadalupe Leon
117 Ammann Road
Boerne, TX 78015
Email: ileon86@gmail.com

City: City Manager
City of Fair Oaks Ranch
7286 Dietz Elkhorn Rd.
Fair Oaks Ranch, Texas 78015
Email: shuizenga@fairoaksranchtx.org

Either party may designate a different address at any time upon written notice to the other party.

10. General Provisions.

- 10.1. Governing Law. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Kendall County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the City's sovereign immunity.
- 10.2. Third Party Beneficiaries. This Agreement does not confer any enforceable rights or remedies upon any person other than the Parties.
- 10.3. Severability. If for any reason any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this Agreement held legally invalid.
- 10.4. Further Assurances. Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.
- 10.5. Assignment and Delegation. Neither Party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That Party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner. Neither Party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.
- 10.6. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement or any related agreement will be settled in the following manner:
 - (a) Senior executives representing each of City and Developer will meet to discuss and attempt to resolve any such controversy or claim;
 - (b) If such controversy or claim is not resolved as contemplated by clause (a), City and Developer will, by mutual consent, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties; and

- (c) If such controversy or claim is not resolved as contemplated by clauses (a) or (b), the Parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available.
- 10.7. Attorneys' Fees. The Parties agree that Attorneys' Fees shall not be requested or awarded in the enforcement of this Agreement.
- 10.8. Parties Bound. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.
- 10.9. Entire Agreement. This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the Parties regarding the Project.
- 10.10. Amendment. No amendment of this Agreement will be effective unless it is in writing, approved by both Parties and signed by the authorized representatives of the Parties.
- 10.11. Interpretation. Each Parties has been represented by legal counsel who have participated equally in the formulation, drafting, and approval of this Agreement. Therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against either Parties based on draftsmanship. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.
- 10.12. No Joint Venture, Partnership, Agency, etc. This Agreement will not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties.
- 10.13. Authority. Each Participant represents and warrants to the others that it is now in good standing, fully authorized to do business in Texas, in compliance with all applicable laws, rules, and regulations, and fully licensed, authorized, and empowered to sign and perform its respective rights and obligations under this Agreement without the need for further consent, approval, or ratification from any other person or entity.
- 10.14. Counterparts. This Agreement may be executed in several counterparts, all of which are identical and all of which counterparts together will constitute one and the same instrument. To facilitate execution of this Agreement, the Participants may execute and exchange by facsimile counterparts of the signature pages of this Agreement, which will have the force and effect of an original.

Executed to be effective on _____, 2026 (which is the Effective Date of this Agreement).

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Agreement and any attachments and exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

CITY OF FAIR OAKS RANCH, TEXAS

By: _____

Name: Scott Huizenga

Title: City Manager

Address: 7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Date: _____

G LEON FAMILY PARTNERSHIP

By: _____

Name: Guadalupe Leon

Title: _____

Address: 117 Ammann Road
Boerne, TX 78015

Date: _____

Exhibit A

CITY OF
FAIR OAKS RANCH
FAIR OAKS RANCH SAWS INTERCONNECT

PREPARED BY:

 **Lochner**

40 NE Loop 410
Mercantile Building, Suite 545
San Antonio, Texas 78216
P 210.491.2391
TBPE Firm No. 10488
www.hwlochner.com

PREPARED FOR:



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

100% SUBMITTAL

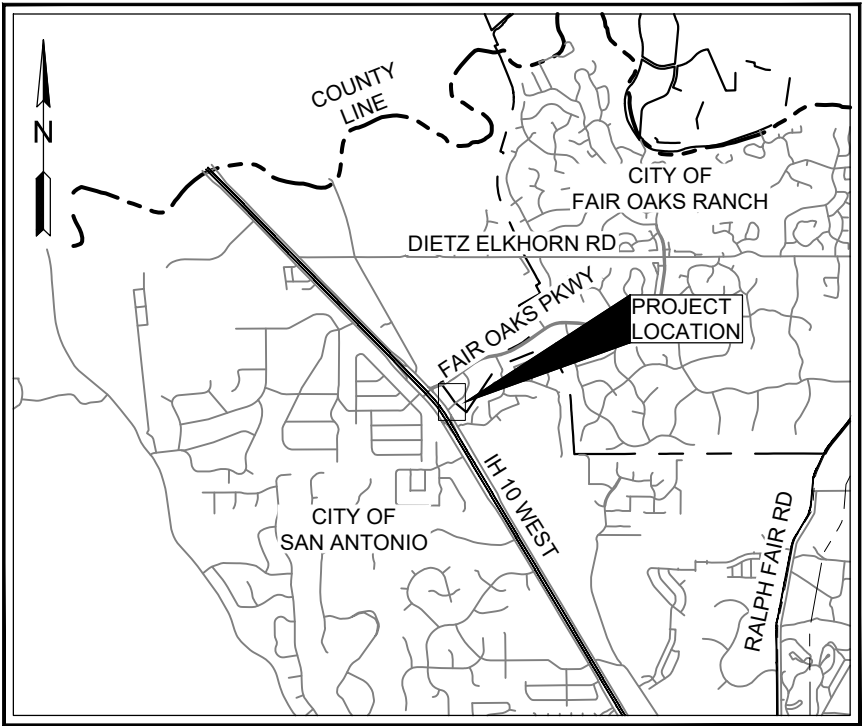


SCOTT HUIZENGA
CITY MANAGER

GRANT WATANABE
DIRECTOR OF PUBLIC WORKS

STEVEN FRIED
ASSISTANT DIRECTOR OF PUBLIC WORKS

MARCH 2026



LOCATION MAP
NTS

SHEET INDEX

Sheet Number	Sheet Title
1	COVER SHEET
2	COFOR GENERAL NOTES
3	SAWS GENERAL NOTES
4	PROJECT LAYOUT AND CONTROL
5	WATER PLAN 1 (PHASE I)
6	WATER PLAN 2 (PHASE I)
7	WATER PLAN 3 (PHASE II)
8	TRAFFIC CONTROL PLAN
9	EROSION CONTROL DETAILS 1
10	EROSION CONTROL DETAILS 2
11	EROSION CONTROL DETAILS 3
12	TREE DETAILS
13	WATER DETAILS 1
14	WATER DETAILS 2

- SURVEY CONTROL:
1. BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83,SOUTH CENTRAL ZONE (4204), AS ESTABLISHED BY GPS OBSERVATIONS.
 2. VERTICAL CONTROL IS REFERENCED TO NAVD88, GEOID 18, AS ESTABLISHED BY GPS OBSERVATIONS.
 3. ALL COORDINATE VALUES HEREIN ARE SURFACE VALUES DERIVED BY MULTIPLYING NAD83 GRID COORDINATES BY THE SURFACE ADJUSTMENT FACTOR OF 1.00017.

GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL BE APPROVED BY THE CITY OF FAIR OAKS RANCH (COFOR) AND COMPLY WITH THE PLANS, SPECIFICATIONS, GENERAL CONDITIONS AND WITH THE FOLLOWING AS APPLICABLE:

A. CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) "DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEM", TEXAS ADMINISTRATIVE CODE (TAC) TITLE 30 PART 1 CHAPTER 217 AND "PUBLIC DRINKING WATER", TAC TITLE 30 PART 1 CHAPTER 290.

B. CURRENT TXDOT "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND DRAINAGE".

C. CURRENT CITY OF FAIR OAKS RANCH "CONSTRUCTION STANDARD SPECIFICATIONS FOR WATER AND SANITARY SEWER CONSTRUCTION".
2. THE CONTRACTOR SHALL NOT PROCEED WITH ANY PIPE INSTALLATION WORK UNTIL THEY OBTAIN A COPY OF THE APPROVED COUNTER PERMIT OR GENERAL CONSTRUCTION PERMIT (GCP) FROM THE CONSULTANT AND HAS BEEN NOTIFIED BY COFOR CONSTRUCTION INSPECTION DIVISION TO PROCEED WITH THE WORK AND HAS ARRANGED A MEETING WITH THE INSPECTOR AND CONSULTANT FOR THE WORK REQUIREMENTS. WORK COMPLETED BY THE CONTRACTOR WITHOUT AN APPROVED COUNTER PERMIT AND/OR A GCP WILL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE EXPENSE OF THE CONTRACTORS AND/OR THE DEVELOPER.

3. THE CONTRACTOR SHALL OBTAIN THE COFOR STANDARD DETAILS FROM THE COFOR WEBSITE, [HTTPS://WWW.FAIROAKSRANCHTX.ORG/DOCUMENTCENTER/VIEW/5511/CONSTRUCTION-STANDARD-SPECIFICATIONS-FOR-WATER-AND-SANITARY-SEWER-CONSTRUCTION?BIDID=](https://www.fairoaksranchtx.org/documentcenter/view/5511/construction-standard-specifications-for-water-and-sanitary-sewer-construction?bIDID=). UNLESS OTHERWISE NOTED WITHIN THE DESIGN PLANS.

4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI [290.44(a)(1)].

5. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS [290.44(A)(2)].

6. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY [290.44(a)(3)].

7. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR [290.44(E)(4)(b)].

8. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE [290.44(a)(4)].

9. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT [290.44(b)].

10. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT [290.44(D)(1)].

11. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION [290.44(F)(1)].

12. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT [290.44(E)(5)].

13. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [290.44(E)(6)].

14. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [290.44(E)(8)].

15. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C-651-23 OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [290.44(F)(3)].

16. SAMPLING TO BE PERFORMED BY CONTRACTOR AND SUBMITTED TO TEST LAB APPROVE BY THE COFOR.

17. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWASTANDARD C655-18 OR MOST RECENT.

18. LOCATIONS AND DEPTHS OF EXISTING UTILITIES AND SERVICE LATERALS SHOWN ON THE PLANS ARE UNDERSTOOD TO BE APPROXIMATE. ACTUAL LOCATIONS AND DEPTHS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITY SERVICE LINES AS REQUIRED FOR CONSTRUCTION AND TO PROTECT THEM DURING CONSTRUCTION AT NO COST TO THE CITY.

SAN ANTONIO WATER SYSTEM:
REQUEST AS-BUILTS: [HTTPS://WWW.SAWS.ORG/SERVICE/LOCATES-SERVICE/](https://www.saws.org/service/locates-service/)
CITY OF FAIR OAKS RANCH (210)698-0900
BEXAR COUNTY PUBLIC WORKS (210)335-6700
TEXAS STATE WIDE ONE CALL LOCATOR 1-800-545-6005 OR 811

19. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF UNDERGROUND UTILITIES AND DRAINAGE STRUCTURES PRIOR TO CONSTRUCTION WHETHER SHOWN ON PLANS OR NOT. THE FOLLOWING CONTACT INFORMATION ARE SUPPLIED FOR VERIFICATION PURPOSES:

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING EXISTING FENCES, CURBS, STREETS, DRIVEWAYS, SIDEWALKS, LANDSCAPING AND STRUCTURES TO ITS ORIGINAL OR BETTER CONDITION AS A RESULT OF DAMAGES DONE BY THE PROJECT'S CONSTRUCTION.

21. THE CONTRACTOR SHALL COMPLY WITH THE CITY OF FAIR OAKS RANCH OR OTHER GOVERNING MUNICIPALITY'S TREE ORDINANCES WHEN EXCAVATING NEAR TREES.
22. CONSTRUCTION SEQUENCING: IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO SCHEDULE SEQUENCING FOR REMOVAL AND INSTALLATION OF EXISTING AND PROPOSED CITY OF FAIR OAKS RANCH UTILITIES IN CONJUNCTION WITH GENERAL PROJECT CONSTRUCTION. SEQUENCE OF CONSTRUCTION ACTIVITIES SHALL BE CONSIDERED IN ORDER TO MINIMIZE THE EXTENT AND DURATION OF DISTURBANCES.

23. POWER POLE BRACING: CONTRACTORS SHOULD BE ADVISED THAT THERE ARE EXISTING OVERHEAD UTILITY POLES ALONG THE PROJECT CORRIDOR. CONTRACTORS SHOULD FURTHER BE ADVISED THAT IF THE DISTANCE FROM THE OUTSIDE FACE OF A UTILITY TRENCH TO THE FACE OF A UTILITY POLE IS LESS THAN 5 FEET, SAID UTILITY POLE IS SUBJECT TO BRACING, BASED ON A DETERMINATION MADE BY UTILITY POLE OWNER. COSTS INCURRED BY CONTRACTOR FOR BRACING OF THESE UTILITY POLES IS SUBSIDIARY TO THAT RESPECTIVE UTILITY COMPANY'S WORK (NSPI). IT IS ADVISABLE FOR THE CONTRACTOR TO REVIEW THE CONSTRUCTION DOCUMENTS, AND VISIT THE CONSTRUCTION SITE TO DETERMINE POTENTIAL IMPACTS.

24. CONTRACTOR SHALL COMPLY WITH APPLICABLE REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE OVERSEEN BY THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). OSHA INFORMATION AND RELATED MATERIALS MAY BE OBTAINED AT [HTTPS://WWW.OSHA.GOV/](https://www.osha.gov/) OR AT THE OSHA SAN ANTONIO OFFICE LOCATED AT FOUNTAINHEAD TOWER, SUITE 605 8200 W. INTERSTATE 10 SAN ANTONIO, TX 78230 WHICH IS ALSO REACHABLE BY PHONE AT (210) 472-5040.

25. TRENCH EXCAVATION SAFETY PROTECTION: CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN /GEOTECHNICAL/SAFETY/ EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREAS IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES WITH, AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

26. AFTER ACCEPTANCE OF THE PROPOSED WATERLINES, CONTRACTOR IS TO PLUG EXISTING WATERLINE (NSPI).

27. CONTRACTOR IS TO ABANDON EXISTING WATERLINE IN PLACE AND REMOVE EXISTING VALVE BONNETS AND OTHER SURFACE FEATURES FROM THE PROPOSED ROADWAY SURFACE (NSPI).

28. WHERE IN CONFLICT WITH PROPOSED CONSTRUCTION, CONTRACTOR IS TO ABANDON AND CAP THE EXISTING WATERLINE (NSPI).

29. ANY WORK COMPLETED WITHOUT PRIOR WRITTEN AUTHORIZATION, WHICH IS NOT INCLUDED IN THESE PLANS AND SPECIFICATIONS, WILL NOT BE COMPENSATED BY THE CITY OF FAIR OAKS RANCH.

30. HOLIDAY WORK: CONTRACTORS WILL NOT BE ALLOWED TO PERFORM UTILITY WORK ON CITY OF FAIR OAKS RANCH RECOGNIZED HOLIDAYS.

31. ON SITES WHERE WORK REQUIRING A BUILDING PERMIT IS UNDERTAKEN, IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION, OR ASSOCIATION TO ENGAGE IN CONSTRUCTION ACTIVITY WITHIN THE CITY LIMITS OF THE CITY OF FAIR OAKS RANCH DURING THE FOLLOWING HOURS:

A. MONDAY -- FRIDAY: BEFORE 7:00 A.M. OR AFTER 7:00 P.M.

B. SATURDAY: BEFORE 8:00 A.M. OR AFTER 7:00 P.M.

C. SUNDAY: BEFORE 9:00 A.M. OR AFTER 7:00 P.M.

EXCEPT FOR THE FOLLOWING CIRCUMSTANCES:

D. RESIDENTIAL FOUNDATION CONCRETE POURS CANNOT COMMENCE BEFORE 6:00 A.M. ON ANY DAY OF THE WEEK.

E. COMMERCIAL FOUNDATION CONCRETE POURS MAY COMMENCE EARLIER THAN 7:00 A.M. ON ANY DAY OF THE WEEK BY APPROVAL OF THE CITY MANAGER OR HIS/HER DESIGNEE.

F. CONSTRUCTION REQUIRED TO MITIGATE AN IMMEDIATE SAFETY HAZARD OR RESTORE OF UTILITIES MAY BE CONDUCTED OUTSIDE THE AUTHORIZED HOURS.

CITY OF FAIR OAKS CITY HALL: (210) 698-0900
- WATER
1. PRIOR TO TIE-INS TO A COFOR WATER MAIN, ANY SHUTDOWNS OF EXISTING MAINS OF ANY SIZE MUST BE COORDINATED WITH THE COFOR INSPECTOR AND/OR COFOR PRODUCTION GROUPS AT LEAST ONE WEEK IN ADVANCE OF THE SHUTDOWN. THE CONTRACTOR MUST ALSO PROVIDE A SEQUENCE OF WORK AS RELATED TO THE TIE-INS; THIS IS AT NO ADDITIONAL COST TO THE COFOR OR THE PROJECT AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SEQUENCE THE WORK ACCORDINGLY.
- GENERAL TRAFFIC CONTROL PLAN NOTES
1. TRAFFIC CONTROL PLANS ARE INTENDED TO CONVEY GENERAL CONCEPT - NOT ALL SIGNS MAY BE SHOWN, CONTRACTOR TO ADD ADDITIONAL SIGNAGE AS REQUIRED BY THE ROW OWNER (SUBSIDIARY TO ITEM 530.1).

2. THE CONTRACTOR SHALL NOT HAVE EXCLUSIVE USE OF THE RIGHT OF WAY BUT SHALL COOPERATE IN THE USE OF THE RIGHT OF WAY WITH THE CITY OF FAIR OAKS RANCH, AS WELL AS VARIOUS PUBLIC UTILITY COMPANIES AS MAY BE REQUIRED. IN THE EVENT OF UNFORESEEN UTILITY ADJUSTMENTS, THE CONTRACTOR SHALL EXECUTE WORK IN SUCH A MANNER AND SEQUENCE AS TO ALLOW THE ADJUSTMENTS TO BE MADE WITH MINIMAL DISRUPTION TO TRAFFIC.

3. TRAFFIC MUST BE HANDLED APPROPRIATELY THROUGH THE PROJECT DURING CONSTRUCTION AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE FOR THE SAFETY AND COMFORT OF THE TRAVELING PUBLIC AT ALL TIMES. THE CONTRACTOR SHALL BE REQUIRED TO GIVE THE TRAVELING PUBLIC ADVANCE NOTICE OF ANY LANE CLOSURES OR CHANGE IN TRAFFIC FLOW DIRECTION AS REQUIRED BY THE CITY OF FAIR OAKS RANCH.

4. THE CONTRACTOR'S ATTENTION IS CALLED TO THE NECESSITY OF ERECTING AND MAINTAINING BARRICADES, WARNING SIGNS, AND DIRECTIONAL SIGNS AT ALL APPROACH STREET INTERSECTIONS IN ORDER TO PROPERLY DIRECT TRAFFIC WITHIN THE LIMITS OF THIS PROJECT. ALL SUCH BARRICADES, WARNING SIGNS, AND DIRECTIONAL SIGNS SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).

5. CONTRACTOR SHALL PROVIDE FOR THE SAFE MOVEMENT OF ALL PEDESTRIAN TRAFFIC AND BICYCLE TRAFFIC IN AND AROUND THE CONSTRUCTION AREA DURING THE CONSTRUCTION PHASING. ALL SUCH BARRICADES, WARNING SIGNS, AND DIRECTIONAL SIGNS SHALL COMPLY WITH THE LATEST EDITION OF THE TMUTCD.

6. ACCESS TO PROPERTIES AND BUSINESSES ADJACENT TO THE RIGHT OF WAY MUST BE PROVIDED AND MAINTAINED AT ALL TIMES UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR WILL PERSONALLY CONTACT THE BUSINESS OR PROPERTY OWNER AT LEAST 5 BUSINESS DAYS IN ADVANCE OF ANY DRIVEWAY CLOSURE. IF THE PROPERTY HAS MORE THAN ONE DRIVEWAY, THEY SHALL BE CLOSED ONLY ONE AT A TIME. IF THE PROPERTY ONLY HAS ONE ACCESS, THE DRIVEWAY SHALL BE CLOSED IN HALF SECTIONS. IF CLOSURE OF A SINGLE ACCESS TO ANY BUSINESS IS REQUIRED FOR UTILITY WORK, THIS ACTIVITY SHALL BE PERFORMED DURING OFF-PEAK HOURS OR AS DIRECTED BY THE ENGINEER.

7. ADVANCE WARNING LANE CLOSURE SIGNS SHALL BE COVERED WHEN ALL EXISTING LANES ARE OPEN TO TRAFFIC.
- TREE PROTECTION AND MITIGATION NOTES
1. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES TO REMAIN WITHIN AND ADJACENT TO THE CONSTRUCTION LIMITS. ANY TREE SHOWN TO BE REMOVED ON THE PLANS OR REQUIRED TO BE REMOVED FOR CONSTRUCTION SHALL BE REMOVED BY THE CONTRACTOR IN ACCORDANCE WITH APPLICABLE LOCAL REGULATIONS AND PERMITS.

2. TREE REMOVAL, TRIMMING PROTECTION, DISPOSAL, AND ALL ASSOCIATED WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO SEPARATE PAYMENT WILL BE MADE. SEE SHEET 12 FOR TREE MITIGATION PLAN AND DETAILS.
- | TOTAL ESTIMATED QUANTITIES | | | |
|----------------------------|---|------|----------|
| ITEM NO. | DESCRIPTION | UNIT | QUANTITY |
| 160 | TOPSOIL (4" THICK)(TXDOT SPEC) | CY | 190 |
| 164 | HYDRO MULCH SEEDING (PERM)(TXDOT SPEC) | SY | 1712 |
| 203 | TACK COAT | GAL | 2 |
| 205 | HOT MIX ASPHALTIC PAVEMENT, TYPE D (3" COMP. DEPTH) | SY | 10 |
| 205 | HOT MIX ASPHALTIC PAVEMENT, TYPE B (12" COMP. DEPTH) | SY | 15 |
| 413 | FLOWABLE FILL | CY | 12 |
| 503 | BARRICADES, SIGNS, AND TRAFFIC HANDLING | LS | 1 |
| 540 | TEMPORARY EROSION, SEDIMENTATION AND WATER POLLUTION PREVENTION AND CONTROL | LS | 1 |
| 550 | TRENCH SAFETY EXCAVATION PROTECTION | LF | 789 |
| 814 | 8" DUCTILE IRON PIPE (CL 350) | LF | 93 |
| 818 | 6" PVC (C-900) WATERLINE (RESTRAINED) (ALL DEPTHS) | LF | 83 |
| 818 | 8" PVC (C-900) WATERLINE (RESTRAINED) (ALL DEPTHS) | LF | 5 |
| 818 | 12" PVC (C-900) WATERLINE (RESTRAINED) (ALL DEPTHS) | LF | 608 |
| 824 | NEW 3/4" UNMETERED SERVICE | EA | 1 |
| 824 | NEW 2" UNMETERED SERVICE | EA | 1 |
| 813 | 8" FIRELINE SERVICE | EA | 1 |
| 828 | 8" GATE VALVE | EA | 7 |
| 828 | 12" GATE VALVE | EA | 2 |
| 831 | 8" CUT-IN-TEE | EA | 1 |
| 836 | GREY IRON AND DUCTILE-IRON FITTINGS | TN | 2.1 |
| 840 | 3" TIE IN | EA | 1 |
| 840 | 12" TIE IN | EA | 2 |
| 841 | HYDROSTATIC TESTING | EA | 3 |
| 844 | 2" TEMPORARY BLOW-OFF | EA | 3 |
| 856 | 8" CARRIER PIPE | LF | 18 |
| 856 | 24" STEEL CASING | LF | 18 |
| SP-1 | 8" RPZ BACKFLOW DEVICE WITH ALUMINUM JACKETING FOR FREEZE PROTECTION | EA | 1 |
| SP-2 | 8" METER | EA | 1 |
| SP-3 | 3' x 5' x 3' CONCRETE VAULT | EA | 1 |
| 100 | MOBILIZATION | LS | 1 |
| 101 | PREPARING RIGHT-OF-WAY | LS | 1 |
- CONTRACTOR SHALL CALL "811" FOR UTILITY LOCATES AT THE START OF CONSTRUCTION.
-
- 100% SUBMITTAL

CITY OF FAIR OAKS
SAWS INTERCONNECT

GENERAL

COFOR GENERAL NOTES

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GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL BE APPROVED BY THE SAN ANTONIO WATER SYSTEM (SAWS) AND COMPLY WITH THE PLANS, SPECIFICATIONS, GENERAL CONDITIONS AND WITH THE FOLLOWING AS APPLICABLE:

A. CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) "DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEM", TEXAS ADMINISTRATIVE CODE (TAC) TITLE 30 PART 1 CHAPTER 217 AND "PUBLIC DRINKING WATER", TAC TITLE 30 PART 1 CHAPTER 290.

B. CURRENT TXDOT "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND DRAINAGE."

C. CURRENT "SAN ANTONIO WATER SYSTEM STANDARD SPECIFICATIONS FOR WATER AND SANITARY SEWER CONSTRUCTION."

D. CURRENT CITY OF SAN ANTONIO "STANDARD SPECIFICATIONS FOR CONSTRUCTION."

E. CURRENT CITY OF SAN ANTONIO "UTILITY EXCAVATION CRITERIA MANUAL" (UECM).

2. THE CONTRACTOR SHALL OBTAIN SAWS STANDARD DETAILS FROM SAWS WEBSITE, [HTTPS://APPS.SAWS.ORG/BUSINESS_CENTER/SPECS/CONSTSPECS/](https://apps.saws.org/business_center/specs/constspecs/) UNLESS OTHERWISE NOTED WITHIN DESIGN PLANS.

3. THE CONTRACTOR IS TO NOTIFY AND MAKE ARRANGEMENTS WITH THE SAWS CONSTRUCTION INSPECTION DIVISION AT 210-233-3500 (DURING REGULAR SAWS WORKING HOURS) AND PROVIDE NOTIFICATION PROCEDURES THE CONTRACTOR WILL USE TO NOTIFY AFFECTED HOME RESIDENTS AND/OR PROPERTY OWNERS TWO (2) WEEKS PRIOR TO EXCAVATION. OUTSIDE OF REGULAR SAWS WORKING HOURS THE SAWS EOC SHOULD BE CONTACTED AT 210-704-7297.

4. IF NECESSARY, CONTRACTOR WILL COORDINATE USE OF SAWS PREMISES AT NO ADDITIONAL COST TO SAWS. SUCH EFFORTS INCLUDE, BUT ARE NOT LIMITED TO, OBTAINING SECURITY IDENTIFICATION BADGES REQUIRED FOR ACCESS TO SAWS FACILITIES.

5. LOCATIONS AND DEPTHS OF EXISTING UTILITIES AND SERVICE LATERALS SHOWN ON THE PLANS ARE UNDERSTOOD TO BE APPROXIMATE. ACTUAL LOCATIONS AND DEPTHS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITY SERVICE LINES AS REQUIRED FOR CONSTRUCTION AND TO PROTECT THEM DURING CONSTRUCTION AT NO COST TO SAWS.

SAN ANTONIO WATER SYSTEM:
REQUEST AS-BUILTS: [HTTPS://WWW.SAWS.ORG/SERVICE/LOCATES-SERVICE/](https://www.saws.org/service/locates-service/)

COSA DRAINAGE 210-206-8433
COSA TRAFFIC SIGNAL OPERATIONS 210-207-7720
TEXAS STATEWIDE ONE CALL LOCATOR 1-800-545-6005 OR 811

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING EXISTING FENCES, CURBS, STREETS, DRIVEWAYS, SIDEWALKS, LANDSCAPING, AND STRUCTURES TO ITS ORIGINAL OR BETTER CONDITION AS A RESULT OF DAMAGES DONE BY THE PROJECT'S CONSTRUCTION.

8. CONTRACTOR SHALL NOT MAKE USE OF DUMPSTERS OR WASTE BINS THAT ARE INTENDED TO SERVE RESIDENTS AND/OR BUSINESSES.

9. ALL WORK IN TEXAS DEPARTMENT OF TRANSPORTATION AND BEXAR COUNTY RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH RESPECTIVE CONSTRUCTION SPECIFICATIONS AND PERMIT.

10. THE CONTRACTOR SHALL COMPLY WITH CITY OF SAN ANTONIO OR OTHER GOVERNING MUNICIPALITY'S TREE ORDINANCES WHEN EXCAVATING NEAR TREES.

11. ALL WORK WITHIN THE 100-YEAR FLOODPLAIN SHALL BE DONE IN ACCORDANCE WITH FLOODPLAIN DEVELOPMENT PERMIT.

12. ANY WORK COMPLETED WITHOUT PRIOR WRITTEN AUTHORIZATION WHICH IS NOT INCLUDED IN THESE PLANS AND SPECIFICATIONS WILL NOT BE COMPENSATED BY THE SAN ANTONIO WATER SYSTEM.

13. HOLIDAY WORK: CONTRACTORS WILL NOT BE ALLOWED TO PERFORM SAWS WORK ON SAWS RECOGNIZED HOLIDAYS.

WEEKEND WORK: CONTRACTORS ARE REQUIRED TO SUBMIT REQUEST TO THE SAWS INSPECTION CONSTRUCTION DEPARTMENT BY 12:00PM ON THE WEDNESDAY PRIOR TO THE REQUESTED. REQUEST SHOULD BE SENT TO CONSTWORKREQ@SAWS.ORG.

ANY AND ALL SAWS UTILITY WORK INSTALLED WITHOUT WEEKEND APPROVAL WILL BE SUBJECT TO BE UNCOVERED FOR PROPER INSPECTION AT NO COST TO SAWS.

14. PRE-CON SITE VIDEO: BEFORE THE START OF ANY CONSTRUCTION, THE SITE MUST BE VIDEO RECORDED BY THE CONTRACTOR WITH ONE COPY SUBMITTED TO SAWS INSPECTIONS. A PRE-SITE VIDEO WILL PROVIDE ACCURATE DOCUMENTATION OF THE EXISTING CONDITIONS (NSPI).

15. POWER POLE BRACING: CONTRACTORS SHOULD BE ADVISED THAT THERE ARE EXISTING OVERHEAD UTILITY POLES ALONG THE PROJECT CORRIDOR. CONTRACTORS SHOULD FURTHER BE ADVISED THAT IF THE DISTANCE FROM THE OUTSIDE FACE OF A UTILITY TRENCH TO THE FACE OF A UTILITY POLE IS LESS THAN 5 FEET, SAID UTILITY POLE IS SUBJECT TO BRACING, BASED ON A DETERMINATION MADE BY UTILITY POLE OWNER. COSTS INCURRED BY CONTRACTOR FOR BRACING OF THESE UTILITY POLES IS SUBSIDIARY TO THAT RESPECTIVE UTILITY COMPANY'S WORK. IT IS ADVISABLE FOR THE CONTRACTOR TO REVIEW THE CONSTRUCTION DOCUMENTS AND VISIT THE CONSTRUCTION SITE TO DETERMINE POTENTIAL IMPACTS.

16. CONSTRUCTION SEQUENCING: IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO SCHEDULE SEQUENCING FOR REMOVAL AND INSTALLATION OF EXISTING AND PROPOSED SAWS UTILITIES IN CONJUNCTION WITH GENERAL PROJECT CONSTRUCTION. SEQUENCE OF CONSTRUCTION ACTIVITIES SHALL BE CONSIDERED IN ORDER TO MINIMIZE THE EXTENT AND DURATION OF DISTURBANCES.

17. CONTRACTOR SHALL COMPLY WITH APPLICABLE REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE OVERSEEN BY THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). OSHA INFORMATION AND RELATED MATERIALS MAY BE OBTAINED AT [HTTPS://WWW.OSHA.GOV/](https://www.osha.gov/) OR AT THE OSHA SAN ANTONIO OFFICE LOCATED AT FOUNTAINHEAD TOWER, SUITE 605 8200 W. INTERSTATE 10 SAN ANTONIO, TX 78230 WHICH IS ALSO REACHABLE BY PHONE AT (210) 472-5040.

18. TRENCH EXCAVATION SAFETY PROTECTION: CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/ GEOTECHNICAL/ SAFETY/ EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREAS IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES WITH, AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

WATER

19. PRIOR TO TIE-INS, ANY SHUTDOWNS OF EXISTING MAINS OF ANY SIZE MUST BE COORDINATED WITH THE SAWS INSPECTION AND/OR SAWS PRODUCTION GROUPS AT LEAST TWENTY-FIVE (25) CALENDAR DAYS IN ADVANCE OF THE SHUTDOWN. THE CONTRACTOR MUST ALSO PROVIDE A SEQUENCE OF WORK AS RELATED TO THE TIE-INS; THIS IS AT NO ADDITIONAL COST TO SAWS OR THE PROJECT AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SEQUENCE THE WORK ACCORDINGLY.
SAWS PRODUCTION CONTROL CENTER 210-233-2016

20. ASBESTOS CEMENT (AC) PIPE, ALSO KNOWN AS TRANSITE PIPE WHICH IS KNOWN TO CONTAIN ASBESTOS-CONTAINING MATERIAL (ACM), MAYBE LOCATED WITHIN THE PROJECT LIMITS. SPECIAL WASTE MANAGEMENT PROCEDURES AND HEALTH AND SAFETY REQUIREMENTS WILL BE APPLICABLE WHEN REMOVAL AND/OR DISTURBANCE OF THIS PIPE OCCURS, PAYMENT FOR SUCH WORK IS TO BE MADE UNDER ITEM NO. 3000, "HANDLING ASBESTOS CEMENT PIPE".

AC PIPE REMOVED ON CONSTRUCTION PROJECTS FOR TIE-IN(S) SHOULD BE IN LENGTH OF 26 LINEAR FEET (LF). LENGTHS OF 13 LF SHOULD BE REMOVED WHERE AC PIPE IS BEING REMOVED AND CROSSING PIPES, CONDUITS, OR BOXES.

21. VALVE REMOVAL: WHERE THE CONTRACTOR IS TO ABANDON A WATER MAIN, THE CONTROL VALVE LOCATED ON THE ABANDONING BRANCH WILL BE REMOVED AND REPLACED WITH A CAP/PLUG. (NSPI)

22. DIVISION VALVES: DIVISION VALVES SHOWN ON PLANS OR NOT SHOWN ON PLANS BUT FOUND IN THE FIELD SHALL ONLY BE OPERATED BY SAWS DISTRIBUTION AND COLLECTION STAFF AND ONLY WITH PRIOR WRITTEN APPROVAL OF THE SAWS DIRECTOR OF PRODUCTION AND OPERATIONS AND PROPER COORDINATION WITH ALL SAWS DEPARTMENTS. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE INSPECTOR A MINIMUM OF TWENTY-FIVE (25) CALENDAR DAYS IN ADVANCE TO START THE COORDINATION PROCESS AND WILL BE INFORMED BY THE INSPECTOR WHEN THE DIVISION VALVE WILL BE OPERATED BY THE SAWS DISTRIBUTION AND COLLECTION STAFF. THE DIVISION VALVE CAN ONLY BE OPERATED BY SAWS DISTRIBUTION AND COLLECTION STAFF MEMBER NOT THE INSPECTOR OR THE CONTRACTOR. OPERATION OF A DIVISION VALVE WITHOUT THE EXPRESS PRIOR WRITTEN APPROVAL OF THE SAWS DISTRIBUTION AND COLLECTION STAFF WILL CONSTITUTE A MATERIAL BREACH OF ANY WRITTEN SAWS CONTRACT OR PERMIT IN ADDITION TO SUBJECTING THE CONTRACTOR TO LIABILITY FOR ANY AND ALL FINES, FEES, OR OTHER DAMAGES, DIRECT OR CONSEQUENTIAL, THAT MAY ARISE FROM OR BE CAUSED BY THE OPERATION OF THE VALVE WITHOUT PRIOR WRITTEN PERMISSION. PLEASE BE INFORMED THAT THE APPROVAL OF THE OPERATION OR OPENING OR CLOSING OF A DIVISION VALVE CAN TAKE SEVERAL WEEKS FOR APPROVAL. DIVISION VALVES WILL ALSO HAVE A VALVE LID LABELED DIVISION VALVE AND A LOCKING MECHANISM INSTALLED WITH A KEY. THE LOCK AND KEY MECHANISM WILL BE PAID FOR BY THE CONTRACTOR BUT WILL BE INSTALLED BY SAWS DISTRIBUTION AND COLLECTION STAFF.

23. IN ACCORDANCE WITH SAWS STANDARD SPECIFICATION 847, SAWS SHALL MACHINE CHLORINATE NEW WATER MAINS IF THE INTERCONNECTING WATER MAIN LENGTH IS GREATER THAN 800 FEET. CONTRACTOR SHALL CHLORINATE NEW MAINS WITH HTH IF THE INTERCONNECTING WATER MAIN LENGTH IS 800 FEET OR LESS.

24. DISINFECTION AND SAMPLING FOR LINES TO BE PERFORMED BY CONTRACTOR AND SUBMITTED TO TEST LAB APPROVED BY SAWS.

THESE NOTES ARE APPLICABLE TO PHASE 2 OF THE PROJECT WHICH REQUIRE SAWS INSPECTION AND ACCEPTANCE

PHASING REQUIREMENT NOTES

1. PHASE I SHALL BE COMPLETED AND IN SERVICE BY JUNE 30TH, 2026.

2. CONTRACTOR SHALL NOT PROCEED WITH PHASE 2 CONSTRUCTION UNTIL AUTHORIZED IN WRITING BY THE CITY OF FAIR OAKS RANCH.

REVISION DESCRIPTION

DATE

REV BY

NO.

100% SUBMITTAL

STATE OF TEXAS

EFRAIN AGUIRRE

143924

LICENSED PROFESSIONAL ENGINEER

03/12/2026

Efrain Aguirre

CITY OF FAIR OAKS

SAWS INTERCONNECT

GENERAL

SAWS GENERAL NOTES



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DRAWN BY

DESIGNED BY

CHECKED BY

REVIEWED BY

CITY OF FAIR OAKS RANCH TEXAS

CONTRACTOR SHALL CALL "811" FOR UTILITY LOCATES AT THE START OF CONSTRUCTION.

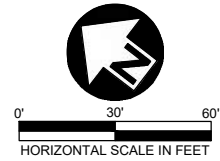


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1. BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE (4204), AS ESTABLISHED BY GPS OBSERVATIONS.
2. VERTICAL CONTROL IS REFERENCED TO NAVD88, GEOID 18, AS ESTABLISHED BY GPS OBSERVATIONS.
3. ALL COORDINATE VALUES HEREIN ARE SURFACE VALUES DERIVED BY MULTIPLYING NAD83 GRID COORDINATES BY THE SURFACE ADJUSTMENT FACTOR OF 1.00017.
4. RIGHT OF WAY IS APPARENT AND HAS BEEN RESOLVED TO BE WITHIN ONE FOOT OF ACTUAL.

SURVEY CONTROL				
POINT	NORTHING	EASTING	ELEV.	DESCRIPTION
BM 800	13811859.47	2075096.61	1421.60	CHISELED "X" IN CONCRETE
BM 802	13811944.91	2075333.40	1408.87	CHISELED "X" IN CONCRETE
CP 900	13811816.16	2075014.57	1424.16	1/2" IR W/RED CAP STAMPED "MAESTAS"
CP 901	13811829.57	2045196.19	1419.12	MAGNAIL W/WASHER STAMPED "MAESTAS"
CP 902	13811977.34	2075436.43	1402.23	1/2" IR W/RED CAP "MAESTAS CONTROL"

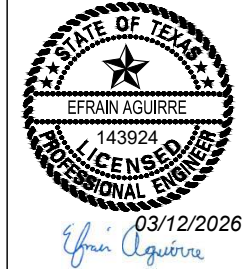


LEGEND

EXIST WATER MAIN
(CITY OF FAIR OAKS) ——— 12" W ———
EXIST WATER MAIN (SAWS) ——— • 12" W • ———
EXIST WASTEWATER ——— 8" SS ——— 
PROPOSED WATER MAIN ———  ———

[illegible]

100% SUBMITTAL



CITY OF FAIR OAKS
SAWS INTERCONNECT

SITE

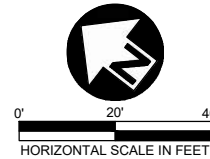
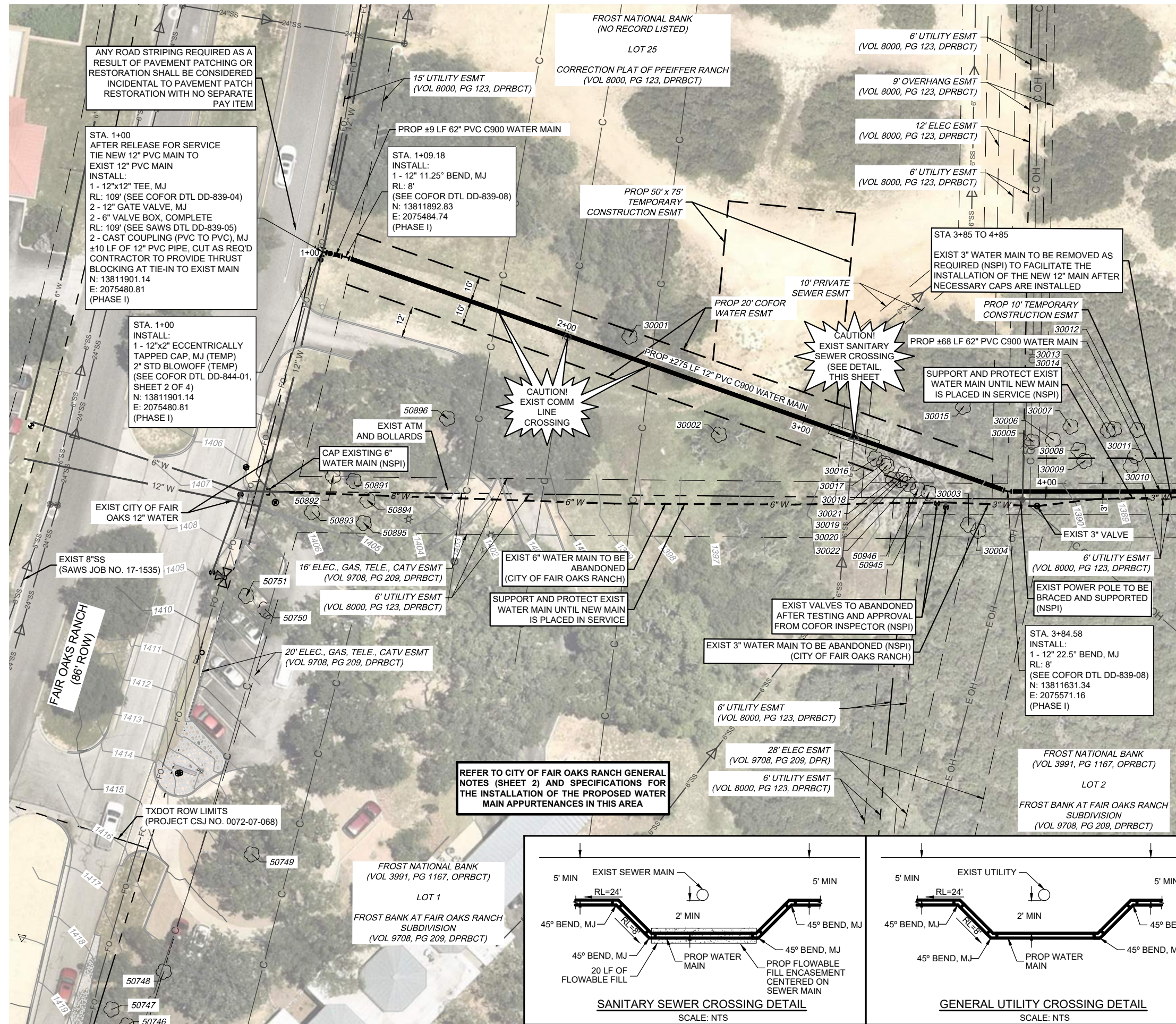
PROJECT LAYOUT AND CONTROL



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LEGEND

EXIST LOT LINE	
EXIST EASEMENT LINE	
EXIST WATER MAIN (CITY OF FAIR OAKS)	
EXIST WATER MAIN (SAWS)	
EXIST WASTEWATER	 8" SS 
EXIST FIBER OPTIC	FO 
EXIST OVERHEAD ELECTRIC	E OH 
EXIST COMMUNICATION LINE	C 
EXIST OVERHEAD COMM	C OH 
EXIST GAS MAIN	G 
EXIST STORM DRAIN	
EXIST FIRE HYDRANT	
EXIST WATER METER	
EXIST WATER VALVE	
EXIST IRRIGATION VALVE	
EXIST UTILITY POLE	
EXIST LIGHT POLE	
EXIST ASPHALT	
EXIST CONSTRUCTION FENCE	 
EXIST TREE	
PROPOSED WATER MAIN	

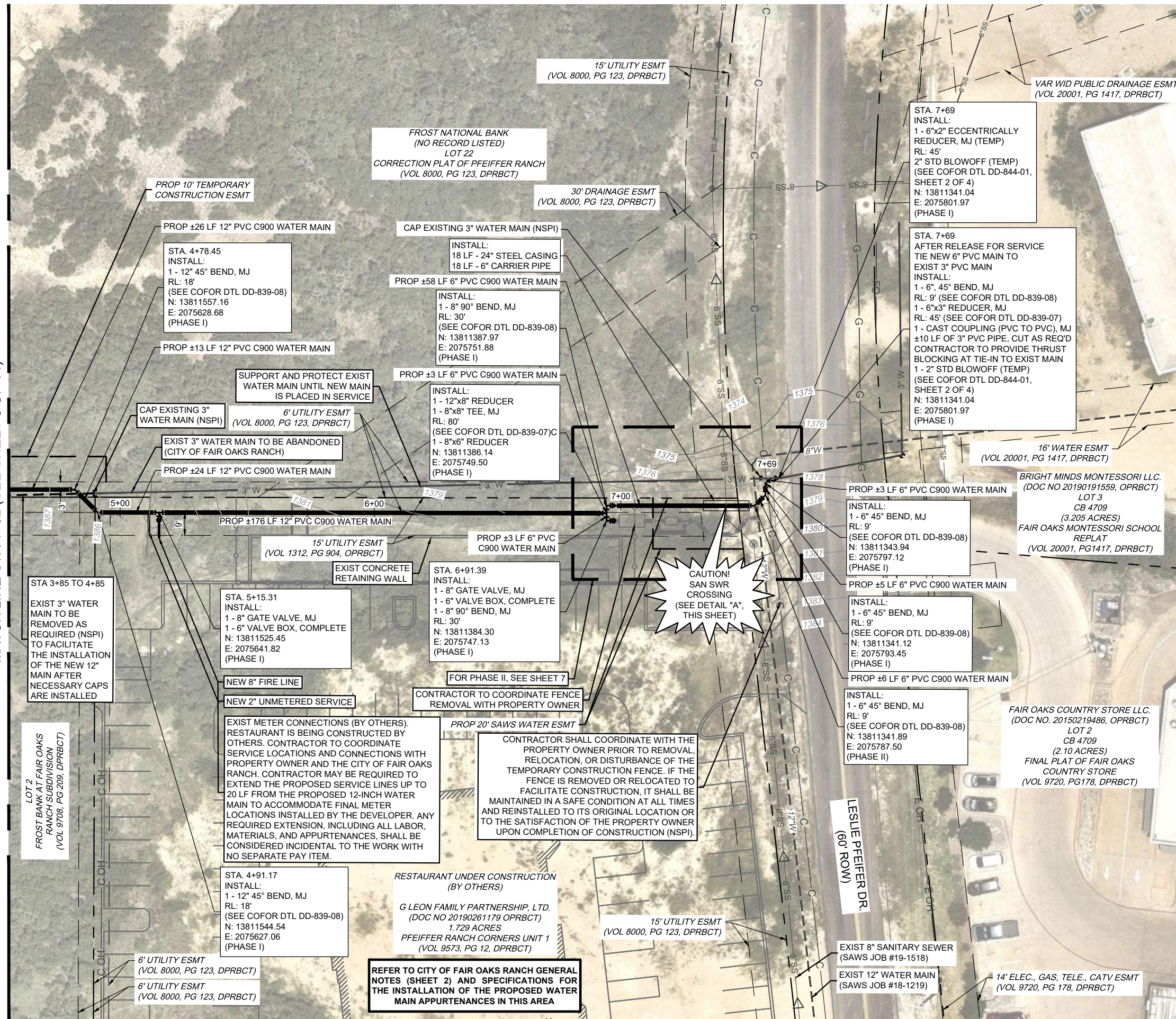
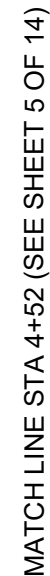
NOTES:

1. CONTRACTOR TO LOCATE THE EXISTING WATER MAIN PRIOR TO EXCAVATION.
2. SEE SHEET 12 FOR TREE LIST.

EXISTING UTILITIES

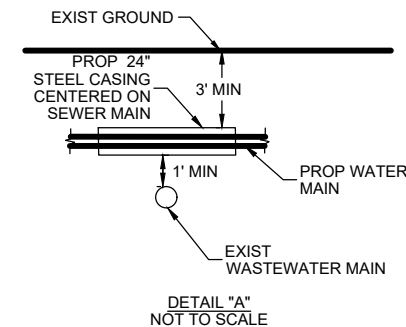
LOCATION OF EXISTING UTILITIES ARE APPROXIMATE. CONTRACTOR TO USE EXTREME CAUTION WHEN WORKING NEAR AND AROUND EXISTING UTILITIES. CONTRACTOR TO VERIFY VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES WITHIN AREA OF CONSTRUCTION PRIOR TO COMMENCING WORK AND REPORT FINDINGS TO ENGINEER. CONTRACTOR IS RESPONSIBLE FOR ANY/ALL DAMAGES RESULTING FROM THE FAILURE TO LOCATE AND PRESERVE UTILITIES.

[illegible]



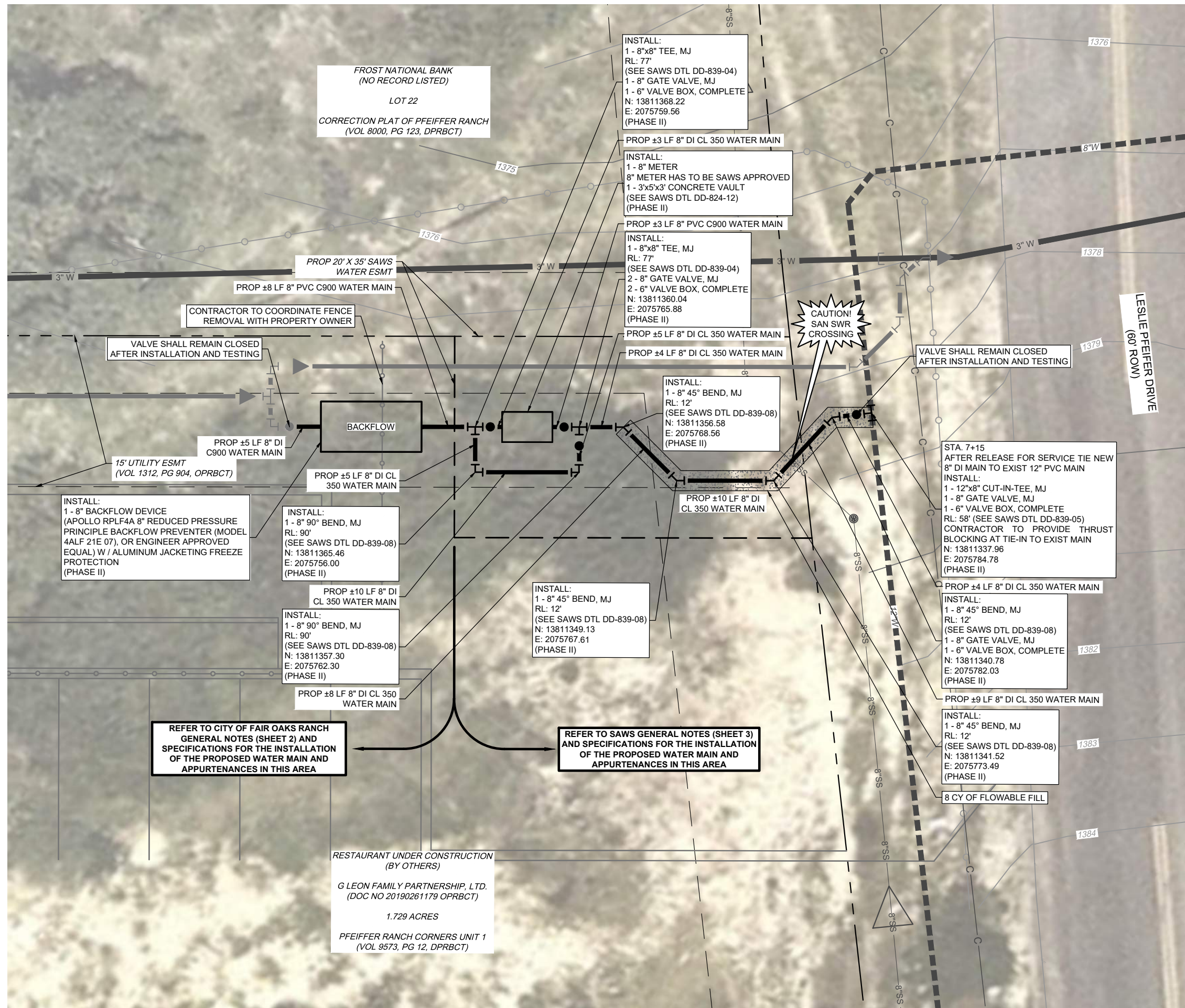
LEGEND

EXIST LOT LINE	
EXIST EASEMENT LINE	
EXIST WATER MAIN (CITY OF FAIR OAKS)	 12" W
EXIST WATER MAIN (SAWS)	 12" W
EXIST WASTEWATER	 8" SS 
EXIST FIBER OPTIC	 FO
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PROPOSED WATER MAIN	



EXISTING UTILITIES
LOCATION OF EXISTING UTILITIES ARE APPROXIMATE. CONTRACTOR TO USE EXTREME CAUTION WHEN WORKING NEAR AND AROUND EXISTING UTILITIES. CONTRACTOR TO VERIFY VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES WITHIN AREA OF CONSTRUCTION PRIOR TO COMMENCING WORK AND REPORT FINDINGS TO ENGINEER. CONTRACTOR IS RESPONSIBLE FOR ANY/ALL DAMAGES RESULTING FROM THE FAILURE TO LOCATE AND PRESERVE UTILITIES.

[illegible]



LEGEND

EXIST LOT LINE
EXIST EASEMENT LINE
EXIST WATER MAIN
(CITY OF FAIR OAKS)
EXIST WATER MAIN (SAWS)
EXIST WASTEWATER
EXIST FIBER OPTIC
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EXIST WATER VALVE
EXIST IRRIGATION VALVE
EXIST UTILITY POLE
EXIST LIGHT POLE
EXIST ASPHALT
EXIST CONSTRUCTION FENCE
EXIST TREE
PROPOSED WATER MAIN

NOTES:

1. PAYMENT FOR THE 8-INCH BACKFLOW DEVICE AND 8-INCH METER SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR COMPLETE INSTALLATION, INCLUDING EXCAVATION, BACKFILL, DEWATERING, REMOVAL AND REPLACEMENT OF ANY SURFACE STRUCTURES ENCOUNTERED, LANDSCAPING, ALL NECESSARY TUBING AND FITTINGS OF VARIOUS SIZES, AND ALL REQUIRED TESTING, DISINFECTION, AND FLUSHING. ALL SUCH WORK SHALL BE CONSIDERED INCIDENTAL TO THE 8-INCH BACKFLOW DEVICE AND 8-INCH METER WITH NO SEPARATE PAY ITEM.

EXISTING UTILITIES

LOCATION OF EXISTING UTILITIES ARE APPROXIMATE. CONTRACTOR TO USE EXTREME CAUTION WHEN WORKING NEAR AND AROUND EXISTING UTILITIES. CONTRACTOR TO VERIFY VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES WITHIN AREA OF CONSTRUCTION PRIOR TO COMMENCING WORK AND REPORT FINDINGS TO ENGINEER. CONTRACTOR IS RESPONSIBLE FOR ANY/ALL DAMAGES RESULTING FROM THE FAILURE TO LOCATE AND PRESERVE UTILITIES.

[illegible]

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CITY OF FAIR OAKS
SAWS INTERCONNECT

WATER

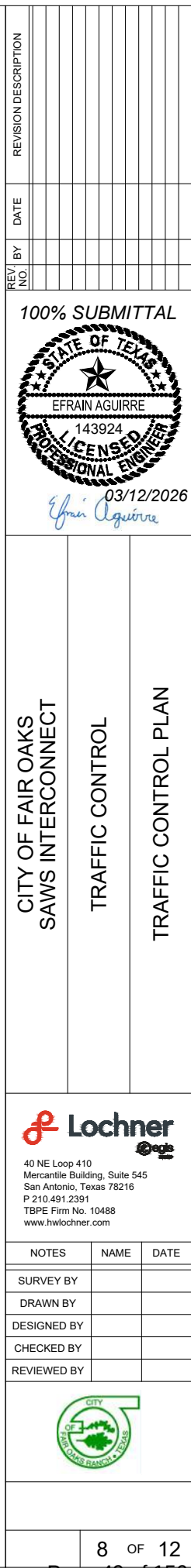
WATER PLAN 3 (PHASE II)

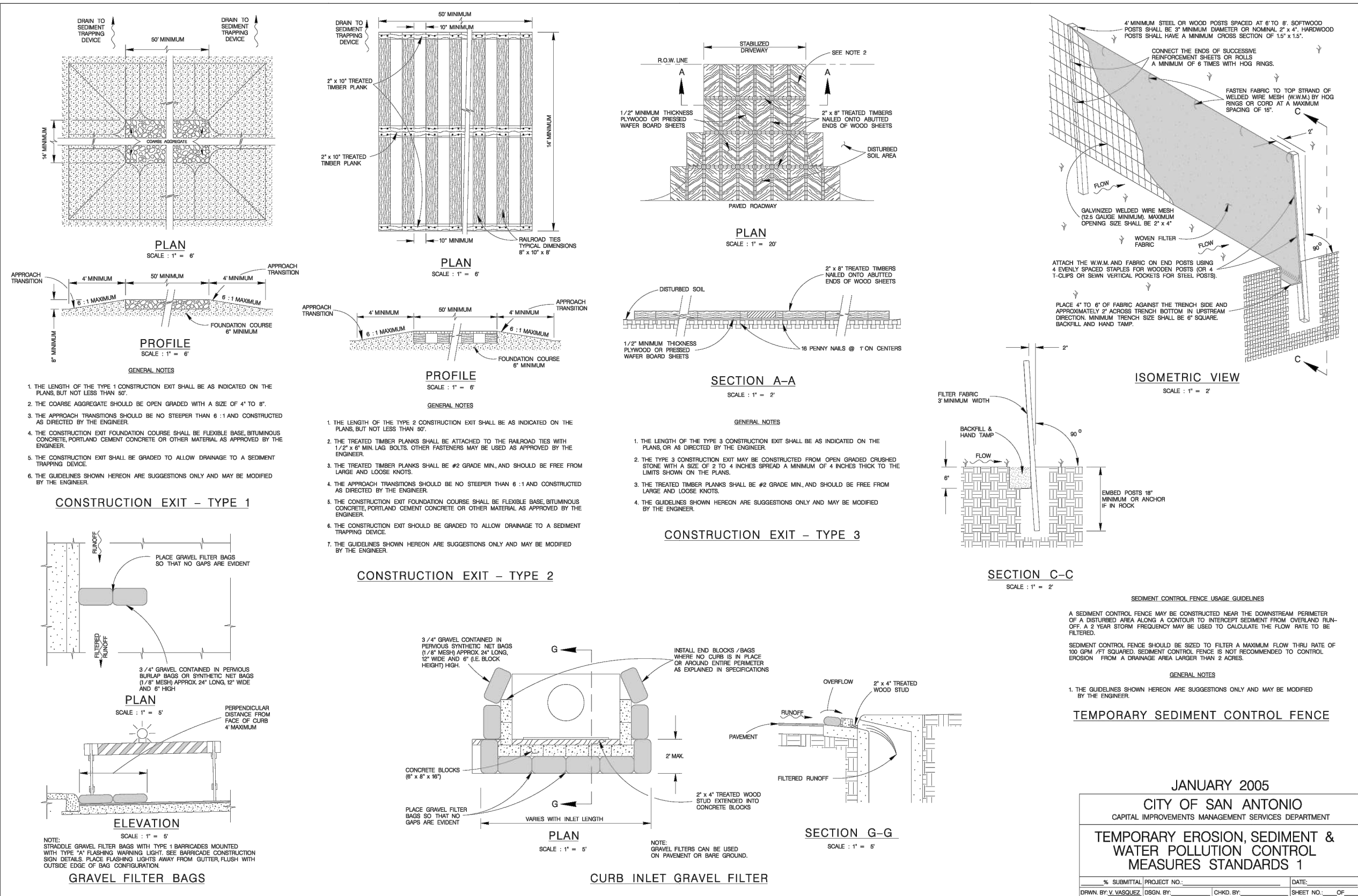


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[illegible]

1.1.1 ELEVATION
N. T. S.

ROOT PROTECTION ZONE: THE ROOT PROTECTION ZONE IS A CIRCULAR AREA AROUND A TREE THAT IS BASED ON THE DIAMETER OF THE TREE. EACH 1 INCH DIAMETER OF THE TREE EQUALS 1 FOOT RADIUS FOR ROOT PROTECTION ZONE.

1.1.2 LEVEL I & FENCE PROTECTION
N. T. S.

1.1.3 LEVEL II A FENCE PROTECTION
N. T. S.

1.1.4 LEVEL II B FENCE PROTECTION
N. T. S.

1.2 BORING THRU TREE ROOT ZONE
N. T. S.

1.3 TREE REMOVAL DIAGRAM
N. T. S.

1.4 BRANCH PRUNING DETAIL
N. T. S.

1.5 BRANCH CLEARANCE DETAIL
N. T. S.

1.6 NEW TREE PLANTING DETAIL
N. T. S.

GENERAL NOTES:

- ALL THE TREES WITH A DIAMETER GREATER THAN 3 INCHES AFFECTED BY CONSTRUCTION SHALL HAVE THE LIMBS AND ROOTS TRIMMED AND PRUNED ACCORDING TO ITEM No. 802. TREE PRUNING, SOIL AMENDING AND FERTILIZATION, UNLESS SPECIFIED TREES SHALL RECEIVE LEVEL 2 PROTECTION AS PER ITEM No. 802. TREES TO RECEIVE LEVEL 1 PROTECTION AS PER ITEM No. 802 ARE SHOWN ON TREE PROTECTION TABLE ON THIS SHEET.
- ALL TREES SHALL REMAIN UNLESS NOTED ON THE PLANS.
- NO SITE PREPARATION WORK SHALL BEGIN IN AREAS WHERE TREE PRESERVATION AND TREATMENT MEASURES HAVE NOT BEEN COMPLETED AND APPROVED.
- TREE PROTECTION FENCING SHALL BE REQUIRED. TREE PROTECTION FENCING SHALL BE INSTALLED, MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION.
- THE CONTRACTOR SHALL AVOID CUTTING ROOTS LARGER THAN THREE INCHES IN DIAMETER WHEN EXCAVATING NEAR EXISTING EXCAVATION IN THE VICINITY OF TREES SHALL PROCEED WITH CAUTION. THE CONTRACTOR SHALL CONTACT THE CITY INSPECTOR.
- THE ROOT PROTECTION ZONE IS THAT AREA SURROUNDING A TREE, AS MEASURED BY A RADIUS FROM THE TREE TRUNK, IN WHICH NO EQUIPMENT, VEHICLES OR MATERIALS MAY OPERATE OR BE STORED. THE REQUIRED RADIUS LENGTH IS 1 FOOT PER DIAMETER INCH OF THE TREE. FOR EXAMPLE, A 10-INCH DIAMETER TREE WOULD HAVE A 5-FOOT RADIUS ROOT PROTECTION ZONE AROUND THE TREE. ROOTS OR BRANCHES THAT ARE IN CONFLICT WITH THE CONSTRUCTION SHALL BE CUT CLEANLY ACCORDING TO PROPER PRUNING METHODS. LIVE OAK WOUNDS SHALL BE PAINTED OVER, WITHIN 20 MINUTES TO PREVENT OAK WILT. ACCESS TO FENCED AREAS WILL BE PERMITTED ONLY WITH THE APPROVAL OF THE ENGINEER OR CITY INSPECTOR.
- ACCESS TO FENCED AREAS WILL BE PERMITTED ONLY WITH THE APPROVAL OF THE ENGINEER OR CITY INSPECTOR.
- GRADING, IF REQUIRED, SHALL BE LIMITED TO A 3 INCH CUT OR FILL WITHIN THE FENCED ROOT ZONE AREAS.
- TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS SHALL BE REMOVED BY HAND AS DIRECTED BY THE PROJECT MANAGER OR CITY INSPECTOR.
- TREES DAMAGED OR LOST DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED TO THE ENGINEER'S SATISFACTION.
- EXPOSED ROOTS SHALL BE COVERED AT THE END OF EACH DAY USING TECHNIQUES SUCH AS COVERING WITH SOIL, MULCH OR WET BURLAP.
- ANY TREE REMOVAL SHALL BE APPROVED BY THE CITY ARBORIST PRIOR TO ITS REMOVAL.

NO.	SPECIES	SIZE (INCHES)	CANOPY (FT)	NOTES	ACTION	PROTECTION
50729	OAK	6	13		PRESERVE	NONE
50730	OAK	10	15		PRESERVE	NONE
50731	OAK	10	14		PRESERVE	NONE
50732	OAK	7	20		PRESERVE	NONE
50733	OAK	8	20		PRESERVE	NONE
50734	OAK	9	18		PRESERVE	NONE
50735	OAK	7	20		PRESERVE	NONE
50736	OAK	12	20		PRESERVE	NONE
50737	OAK	11	20		PRESERVE	NONE
50738	OAK	8	15		PRESERVE	NONE
50739	OAK	11	15		PRESERVE	NONE
50740	OAK	8	20		PRESERVE	NONE
50741	OAK	11	20		PRESERVE	NONE
50742	OAK	9	20		PRESERVE	NONE
50743	OAK	8	15		PRESERVE	NONE
50744	OAK	10	15		PRESERVE	NONE
50745	OAK	11	15		PRESERVE	NONE
50746	OAK	8	15		PRESERVE	NONE
50747	OAK	12	15		PRESERVE	NONE
50748	OAK	16	15		PRESERVE	NONE
50749	OAK	32	25		PRESERVE	NONE
50750	OAK	9	15		PRESERVE	NONE
50751	OAK	12	15		PRESERVE	NONE
50891	OAK	16	25		PRESERVE	NONE
50892	OAK	12	25		PRESERVE	NONE
50893	OAK	24	25		PRESERVE	NONE
50894	OAK	18	20		PRESERVE	NONE
50895	OAK	23	20		PRESERVE	NONE
50896	OAK	24	25		PRESERVE	NONE
50897	OAK	26	30		PRESERVE	NONE
50945	OAK	7	20		PRESERVE	NONE
50946	OAK	9	15		PRESERVE	NONE
50985	OAK	17	25		PRESERVE	NONE
30001	OAK	8	15		PRESERVE	LEVEL II B
30002	HUISACHE	13	20	DEAD	NONE	NONE
30003	OAK	12	25		PRESERVE	NONE
30004	OAK	11	25		PRESERVE	NONE
30005	OAK	9	20		PRESERVE	NONE
30006	OAK	7	15		PRESERVE	NONE
30007	ASHE JUNIPER	11	15		PRESERVE	NONE
30008	OAK	7	20		PRESERVE	LEVEL II B
30009	OAK	8	20		PRESERVE	LEVEL II B
30010	OAK	10	25		PRESERVE	LEVEL II B
30011	OAK	9	20		PRESERVE	LEVEL II B
30012	OAK	8	20		PRESERVE	NONE
30013	OAK	9	20		PRESERVE	NONE
30014	OAK	8	20		PRESERVE	NONE
30015	OAK	29	50		PRESERVE	NONE
30016	OAK	7	15	DEAD	REMOVE	REMOVE
30017	OAK	8	20	DEAD	REMOVE	REMOVE
30018	OAK	6	15	DEAD	REMOVE	REMOVE
30019	OAK	8	30	DEAD	REMOVE	REMOVE
30020	OAK	8	20	DEAD	REMOVE	REMOVE
30021	OAK	9	15	DEAD	REMOVE	REMOVE
30022	OAK	10	20	DEAD	REMOVE	REMOVE

100% SUBMITTAL

STATE OF TEXAS

EFRAIN AGUIRRE

143924

PROFESSIONAL ENGINEER

03/12/2026

Efrain Aguirre

CITY OF FAIR OAKS

SAWS INTERCONNECT

ENVIRONMENTAL

TREE DETAILS

Lochner

40 NE Loop 410
Mercantile Building, Suite 545
San Antonio, Texas 78216
P 210.491.2391
TBPE Firm No. 10488
www.hwlochner.com

NOTES	NAME	DATE
SURVEY BY		
DRAWN BY		
DESIGNED BY		
CHECKED BY		
REVIEWED BY		

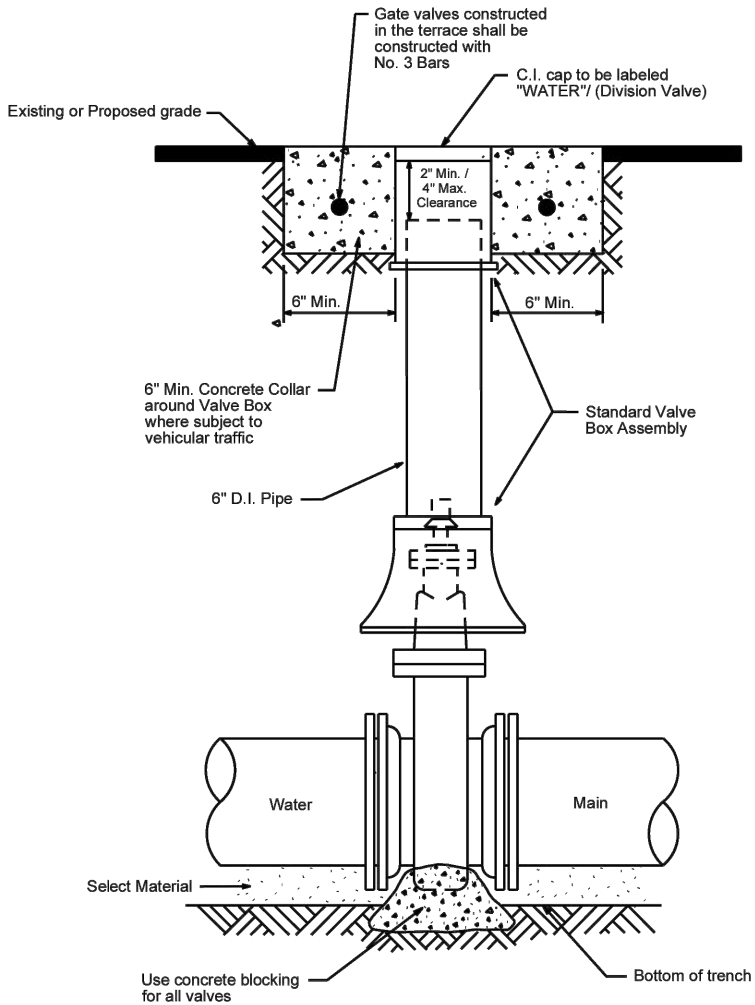
CITY OF FAIR OAKS

SAWS INTERCONNECT

12 OF 14

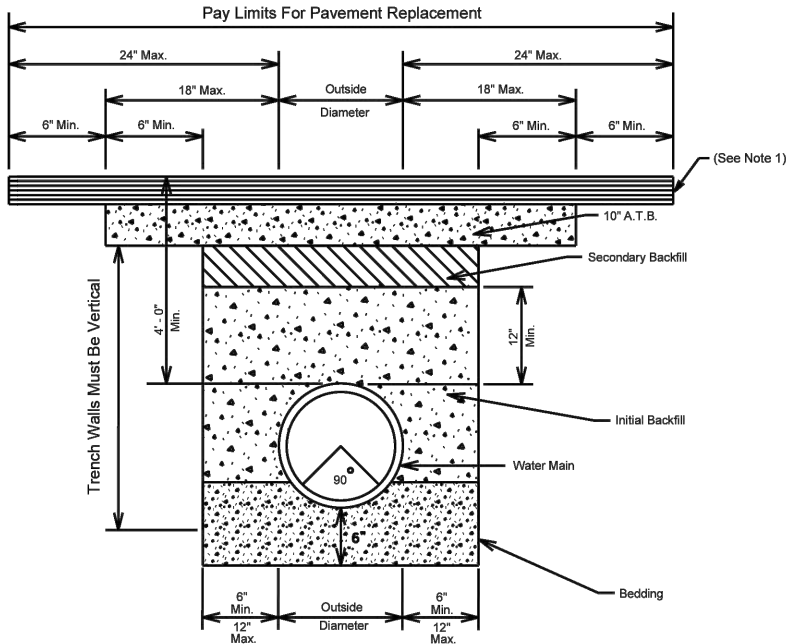
Page 53 of 156

File: X:\PROJECTS\1095 FAIR OAKS RANCH SAWS INTERCONNECT\300 PLANS AND DRAWINGS\330 PLAN PRODUCTION\333 PLAN SHEET\1095-CUT-WATR-DTLS.DWG, KFA, 2024, 11X17, FULL, SIZE, KFA-2024, CTB
User: ARENAS, ROYO Date: 3/12/2026 6:03 PM



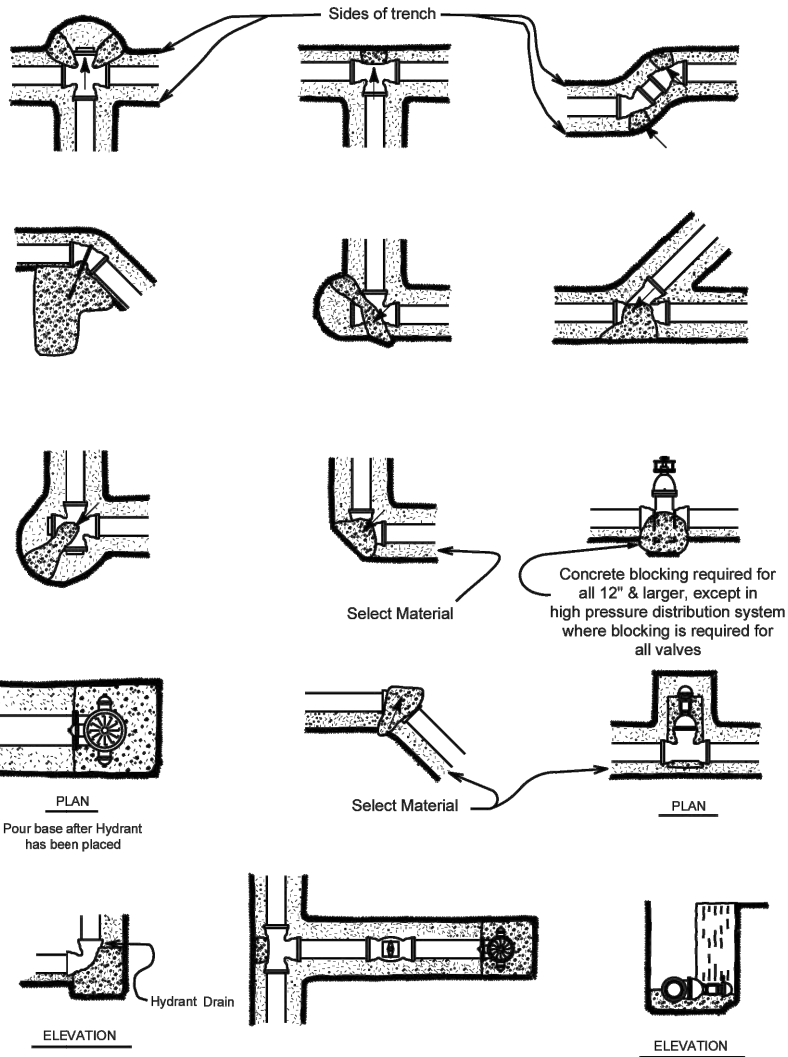
- NOTES:
1. All concrete to be 3,000 psi
 2. All gate valves shall open left (counter-clockwise)

PROPERTY OF THE CITY OF FAIR OAKS RANCH	INSTALLATION OF NON-GEARED GATE VALVE WITH VALVE BOX AND EXTENSION	APPROVED	REVISED
		JANUARY 2019	
		DD-828-01	SHEET 1 OF 1



- 1) REPLACEMENT AC SURFACE LAYER SHALL BE OF THE TYPE AND THICKNESS BASED ON FUNCTIONAL CLASSIFICATION.
- a. Min 2" HMA Type "D" for trench repair in Local / Residential streets.
 - b. Min 3" HMA Type "C" for trench repair in Collector / Arterial streets.

PROPERTY OF THE CITY OF FAIR OAKS RANCH	POTABLE AND RECYCLED WATER MAIN DETAIL	APPROVED	REVISED
		JANUARY 2019	
		DD-812-01	SHEET 1 OF 1



PROPERTY OF THE CITY OF FAIR OAKS RANCH	THRUST BLOCKS FOR FITTINGS (WATER ONLY)	APPROVED	REVISED
		JANUARY 2019	
		DD-839-01	SHEET 1 OF 1

100% SUBMITTAL



CITY OF FAIR OAKS
SAWS INTERCONNECT

WATER DETAILS

WATER DETAILS 1

Lochner
40 NE Loop 410
Mercantile Building, Suite 545
San Antonio, Texas 78216
P 210.491.2391
TBPE Firm No. 10488
www.hwlochner.com

NOTES	NAME	DATE
SURVEY BY		
DRAWN BY		
DESIGNED BY		
CHECKED BY		
REVIEWED BY		



File: X:\PROJECTS\1095_FAIR_OAKS_RANCH_SAWS_INTERCONNECT\300 PLANS AND DRAWINGS\300 PLAN PRODUCTION\333 PLAN SHEET\1095-C-UT-WATR-DT\LS.DWG, KFA, 2024, 11X17, FULL, SIZE, KFA-2024, CTB
User: ARENAS, ROYD Date: 3/12/2026 6:03 PM

Typical blocking for 90° Bend

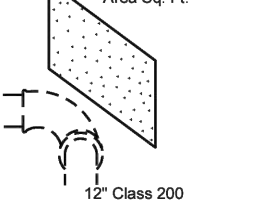
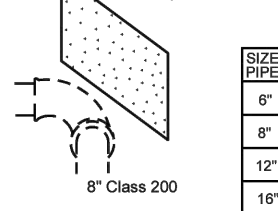
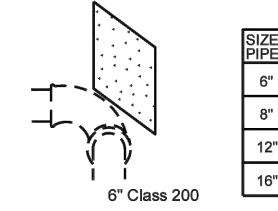
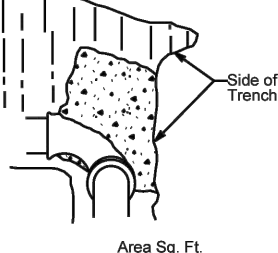
Area in Sq. Ft. for each of the following pipe sizes

2 Sq. Ft. in rock & 4 Sq. Ft. in other soils

4 Sq. Ft. in rock & 6 Sq. Ft. in other soils

9 Sq. Ft. in rock & 14 Sq. Ft. in other soils

Blocking area for 200 psi tests & 175 psi working pressures.



THRUST BLOCKING DESIGN

On basis of 200 psi water pressure used for tests, the blocking required for two types of soils are noted below. In one case, a soil pressure of 5000 psi is used for rock excavation and for soils other than rock a 3000 psi bearing soil pressure is used. The distribution on system is pressure of 175 psi all calculations apply to A.C. Pipe Class 200 and Ductile Iron Pipe Class 2. PVC Pipe Class 200 (SDR 13.5)

Square feet of blocking required for rock excavation

SIZE PIPE	TEES & DEAD ENDS	90° BENDS	45° BENDS	22 1/2° BENDS
6"	2	2	1	1
8"	3	4	2	1
12"	6	9	5	2
16"	11	15	8	4

Square feet of blocking required for other than rock excavation

SIZE PIPE	TEES & DEAD ENDS	90° BENDS	45° BENDS	22 1/2° BENDS
6"	3	4	2	1
8"	4	6	4	2
12"	10	14	8	4
16"	18	25	14	7

PROPERTY OF
THE CITY OF FAIR OAKS
RANCH

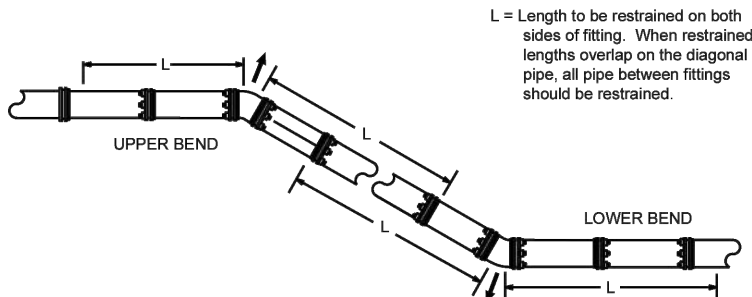
THRUST BLOCKING FOR
HIGH PRESSURE
SYSTEM

APPROVED
JANUARY 2019

REVISED

DD-839-02

SHEET
1 OF 1



PIPE SIZE (inch)	BEND ANGLE (deg.)	LOW SIDE DEPTH	UPPER BEND RESTRAINED LENGTH IN FEET TEST PRESSURE = 200 psi	LOWER BEND RESTRAINED LENGTH IN FEET TEST PRESSURE = 200psi	UPPER BEND RESTRAINED LENGTH IN FEET TEST PRESSURE = 150 psi	LOWER BEND RESTRAINED LENGTH IN FEET TEST PRESSURE = 150 psi
6	45	5	24	8	18	6
6	22.5	5	12	4	9	3
6	11.25	5	6	2	4	1
6	45	10	24	5	18	4
6	22.5	10	12	2	9	2
6	11.25	10	6	1	4	1
8	45	5	32	11	24	8
8	22.5	5	15	5	11	4
8	11.25	5	8	3	6	2
8	45	10	32	7	24	5
8	22.5	10	15	3	11	2
8	11.25	10	8	2	6	1
12	45	5	45	16	34	12
12	22.5	5	22	7	16	6
12	11.25	5	11	4	8	3
12	45	10	45	10	34	7
12	22.5	10	22	5	16	3
12	11.25	10	11	2	8	2

RESTRAINED LENGTH DESIGN

Restrained length calculations are for P.V.C. pipe bedded in compacted granular material extending to the top of the pipe. The native soil material is assumed to be inorganic clay of high plasticity. Depth of bury is assumed to be 4 feet.

Note:
These calculations are provided for reference. The restrained length shall be designed based upon the conditions encountered during the installation.

PROPERTY OF
THE CITY OF FAIR OAKS
RANCH

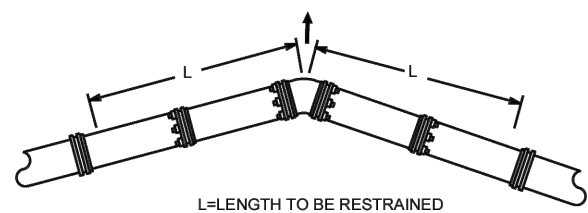
RESTRAINED LENGTHS
VERTICAL OFFSETS

APPROVED
JANUARY 2019

REVISED

DD-839-06

SHEET
1 OF 1



PIPE SIZE (inch)	BEND ANGLE (deg)	RESTRAINED LENGTH IN FEET, WHEN TEST PRESSURE = 200 psi	RESTRAINED LENGTH IN FEET, WHEN TEST PRESSURE = 150 psi
6	90	23	17
6	45	9	7
6	22.5	5	3
6	11.25	2	2
8	90	30	22
8	45	12	9
8	22.5	6	4
8	11.25	3	2
12	90	43	32
12	45	18	13
12	22.5	8	6
12	11.25	4	3

RESTRAINED LENGTH DESIGN

Restrained length calculations are for P.V.C pipe bedded in compacted granular material extending to the top of the pipe. The native soil material is assumed to be inorganic clay of high plasticity. Depth of bury is assumed to be 4 feet.

Note:
These calculations are provided for reference. The restrained length shall be designed based upon the conditions encountered during the installation.

PROPERTY OF
THE CITY OF FAIR OAKS
RANCH

RESTRAINED LENGTHS
FOR HORIZONTAL BENDS

APPROVED
JANUARY 2019

REVISED

DD-839-08

SHEET
1 OF 1

- NOTES:**
- ALL WATER PIPE INSTALLED SHALL BE C900 DR 18 CLASS PIPE, FULLY RESTRAINED AND INSTALLATION TO COMPLY WITH CITY OF FAIR OAKS RANCH CONSTRUCTIONS SPECIFICATIONS ITEM NO. 818.
 - POTABLE WATER MAIN SHALL BE BACKFILLED IN ACCORDANCE WITH CITY OF FAIR OAKS RANCH SPECIFICATION ITEM 804.6 USING MODIFIED GRADE 5 GRAVEL.
 - ALL WATER MAIN TIE-INS SHALL COMPLY WITH CITY OF FAIR OAKS RANCH CONSTRUCTION SPECIFICATIONS ITEM NO. 840.
 - ALL WATER HYDROSTATIC TESTING OPERATION SHALL COMPLY WITH CITY OF FAIR OAKS RANCH CONSTRUCTION SPECIFICATIONS ITEM NO. 841.
 - ALL WATER DISINFECTIONS SHALL COMPLY WITH CITY OF FAIR OAKS RANCH CONSTRUCTION SPECIFICATIONS ITEM NO. 847.

REVISION DESCRIPTION

DATE

REV. BY

NO.

100% SUBMITTAL



CITY OF FAIR OAKS
SAWS INTERCONNECT

WATER DETAILS

WATER DETAILS 2



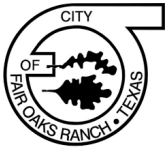
40 NE Loop 410
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NOTES	NAME	DATE
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CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an Interlocal Agreement with Kendall County for repair and improvements to soften the northern curve on Ammann Road, expenditure of the required funds, and execution of all applicable documents by the City Manager

DATE: April 2, 2026

DEPARTMENT: Public Works & Engineering

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

INTRODUCTION / BACKGROUND:

In May 2024, voters in the City of Fair Oaks Ranch approved the issuance of general obligation bonds for four Roadway CIP projects, including the Ammann Road Reconstruction Project ("Project"). Funding for the Project was allocated in FY 2024-25 and, in February 2025, the City Council approved a resolution authorizing the execution of a work authorization with STV, Inc. for engineering services.

The Project design plans include the softening of the southern curve to improve sight distance, reduce turning severity, and create a safer travel path for motorists and emergency vehicles. This aligns with provisions in the Post Oak Subdivision Development Agreement which requires the developer to dedicate right-of-way and contribute financially to the softening of the curve.

Since the Project was initiated in 2024, Kendall County has expressed an interest in softening the northern curve on Ammann Road as well. The northern curve is located at the boundary between the County and City limits. Kendall County has made minor improvements to the curve in the past, including additional signage and a slight widening of the pavement at the inside of the curve; however, more significant improvements are necessary to address traffic safety concerns and reduce the number of crashes at that location. According to the TxDOT Crash Records Information System (CRIS), from 2021 to 2026 there were a total of seven crashes reported by the Texas Department of Public Safety and Fair Oaks Ranch Police Department near that location. Like the southern curve, the primary contributing factors were driver inattention and reduced visibility.

Commissioner Wisian and the Kendall County Engineer met with Mayor Maxton and City staff in May 2024 and August 2025 to discuss the Project and potential Interlocal Agreement (ILA) to share the cost of softening the northern curve. Staff requested and received a fee proposal from STV, Inc. in the amount of \$49,970 for engineering services and provided a draft ILA to Kendall County for review.

On January 13, 2026, the Kendall County Commissioners Court approved the draft ILA,

pending finalization and approval by the Kendall County General Counsel, and authorized up to \$30,000 for their share of engineering costs.

The City Attorney has finalized the ILA with the Kendall County General Counsel, and below are highlights from the proposed agreement.

- The City is responsible for managing all aspects of the softening of the northern curve, including design, procurement, construction, inspection and oversight.
- The County shall pay 50% of actual design costs, not to exceed \$30,000.
- The County shall pay 50% of actual construction costs.
- Either party may terminate the Agreement within 30 days after the City receives construction bids and determines the final bid amount.
- Upon completion of the northern curve, the City shall maintain the portion of road within the City limits, and the County shall maintain the portion of road outside any incorporated areas of the County.

The total estimated cost to soften the northern curve is \$300,000, which includes design services, roadway and drainage improvements, and driveway and utility adjustments. Based on a 50/50 cost-share with Kendall County, the estimated cost for the City is \$150,000. This estimate does not include any right-of-way acquisition costs. Based on preliminary discussion with City of Boerne staff, the City of Boerne is willing to consider dedication of the right-of-way needed for the northern curve at no cost since it serves a public safety purpose and is directly adjacent to their new pump station.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

- Supports Priority 3.4 of the Strategic Action Plan to Enhance and Ensure Reliable Roadway Improvement Initiatives
- Addresses long-term traffic safety concerns on Ammann Road, which has contributed to multiple vehicle crashes over the past five years
- Provides improved access for rapid response by fire and emergency vehicles
- Demonstrates regional cooperation between the City and Kendall County in addressing traffic safety issues and infrastructure challenges affecting both entities

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The total estimated cost to soften the northern curve is \$300,000, which includes design services, roadway and drainage improvements, and driveway and utility adjustments. Based on a 50/50 cost-share with Kendall County, the estimated cost for the City is \$150,000.

LEGAL ANALYSIS:

The City Attorney has approved the ILA as to form and legal sufficiency.

RECOMMENDATION / PROPOSED MOTION:

I move to approve a resolution authorizing the execution of an Interlocal Agreement with Kendall County for repair and improvements to Ammann Road to soften the northern curve on Ammann Road, expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH KENDALL COUNTY FOR REPAIR AND IMPROVEMENTS TO SOFTEN THE NORTHERN CURVE ON AMMANN ROAD, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, in May 2024, voters in the City of Fair Oaks Ranch approved the issuance of general obligation bonds for the Ammann Road Reconstruction Project (“Project”), and

WHEREAS, in February 2025, the City Council approved a resolution authorizing the execution of a work authorization with STV, Inc. for engineering services for the Project, and

WHEREAS, the Project design includes the softening of the southern curve to improve sight distance, reduce turning severity and create a safer travel path for motorists and emergency vehicles, in alignment with the provisions included in the Post Oak Subdivision Development Agreement, and

WHEREAS, since the Project was initiated in 2024, Kendall County has expressed an interest in softening the northern curve at the boundary between the County and City limits, and

WHEREAS, the Interlocal Cooperation Act gives local governments the authority to contract with other governmental entities to increase efficiency and effectiveness, and

WHEREAS, both parties desire to enter into an Interlocal Agreement (ILA) to share the cost of design, construction and management of repairs and improvements to soften the northern curve on Ammann Road, and

WHEREAS, the ILA demonstrates regional cooperation between the City and Kendall County to address traffic safety issues and infrastructure challenges which affect both local governments, and

WHEREAS, the City Council finds it in the best interest of its residents to enter into an ILA with Kendall County to share the cost of softening the northern curve on Ammann Road.

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 Interlocal Agreement (**Exhibit A**) with Kendall County to soften the northern curve on Ammann Road, to expend required funds up to \$150,000, 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 2nd day of April 2026.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda Valdez, TRMC
Deputy City Secretary

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

STATE OF TEXAS	§	INTERLOCAL COOPERATION
		AGREEMENT FOR ROADWAY
	§	REPAIR AND
COUNTY OF KENDALL	§	IMPROVEMENTS

THIS INTERLOCAL COOPERATION AGREEMENT FOR ROADWAY REPAIR AND IMPROVEMENTS (“Agreement”) is entered into by and between the **CITY OF FAIR OAKS RANCH**, a Home-Rule Municipality (“City”), and the **COUNTY OF KENDALL**, a political subdivision of the State of Texas (“County”). City and County shall be referred to, collectively, as “Parties” or, individually, as a “Party.”

WHEREAS, this Agreement is entered into by City and County pursuant to the authority granted by the provisions of the Interlocal Cooperation Act which is found in Chapter 791 of the Texas Government Code as cited below; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, City and County desire to allocate by mutual agreement the responsibilities for governmental functions and services which are or may become necessary in providing safe and well maintained roads, streets, alleys, and rights-of-way that are of consistent quality of pavement along the whole length of roads that are a part of the City or County Road Systems, respectively, even those County Roads that lie within the City limits (See Texas Attorney General Opinions WW-1401, H-1018, and H-1019); and

WHEREAS, the Interlocal Cooperation Act (Chapter 791, Texas Government Code) (the “Act”) empowers the Parties to contract with each other in the performance of governmental functions; and

WHEREAS, the City and the County are “local governments” within the meaning of the Act; and

WHEREAS, the City and the County each itself has the authority under Texas law to perform such road and street repair and improvements, as required by the Act; and

WHEREAS, specifically section 791.032 permits, with the approval of the governing body of a municipality, a county to enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality; and

WHEREAS, section 251.012 of the Texas Transportation Code expressly allows a commissioners court of a county to spend county money to finance the construction, improvement, maintenance or repair of a street or alley; and further subsection (b)(3) permits that the county work may be done or financed by the county as an independent contractor with the municipality.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

ARTICLE I
SERVICES AND MAINTENANCE

1.01 Definition. The term “Services” to be provided by the City to the County hereunder are Services, including, engineering, design, and construction for the softening of the northern curve on Ammann Road (“Road”), associated driveway, utility adjustments, approved traffic control devices, project related drainage facilities, and drainage improvements, as designated within the attached Exhibit “A” (the “Project”), as appropriate to County and as specifically agreed by and between the Parties, namely, those Services specified in Section 1.03 herein.

1.02 Term. Unless terminated earlier in accordance with Article III, the Term of this Agreement shall commence on the date of execution by the last party to sign the Agreement (hereinafter, the “Effective Date”) and shall continue for a period of two (2) years or until the completion of the Services as described in Section 1.03, whichever occurs first.

1.03 Services. In regard to the Project, the Parties agree as follows:

(a) Design Phase:

- (1) City shall be responsible for managing all aspects of the Design Phase, including consultant selection, fee negotiation, contract management, submittal review and invoice payment. County shall have the opportunity to review and approve the Project plans before City completes the Project plans for construction.
- (2) County agrees to pay City a pro rata share of Project Costs for the Design Phase in an amount not to exceed THIRTY THOUSAND DOLLARS and 00/100 (\$30,000.00). Payment shall be due within thirty (30) days County’s receipt of an invoice from City.
- (3) If County’s payment to City in accordance with Section 1.03(a) is greater than fifty percent (50%) of the actual Project costs for the Design Phase and results in an overpayment to City, City shall reimburse County the amount of overpayment within thirty (30) days of City’s receipt of notice of overpayment by County.

(b) Construction Phase:

- (1) The Parties shall jointly coordinate the acquisition of ROW from the City of Boerne.
- (2) The City shall be responsible for the Services related to right-of-way acquisition, construction, implementation, and oversight of the repair and improvements for the Project. These Services include costs associated with acquiring right-of-way, procurement, contractor selection, contract management, submittal review, invoice payment and inspections in accordance with the approved plans and specifications (the “Construction Plans”) provided by the City, attached and incorporated as Exhibit “B” below. All Services shall be performed to meet the standards outlined

Exhibit A

in the Construction Plans, ensuring compliance with applicable laws and regulations. The City will ensure that the necessary resources, personnel, and equipment are allocated efficiently to complete the Services in a timely and effective manner. Additionally, the City will handle all associated administrative tasks, including permits and compliance with relevant regulations.

- (3) Upon receipt of bids and determination of the final bid award price, City will forward to the County a request for advance funding of the Construction Phase Services of the Project ("Construction Costs") that includes sufficient detail for the County to review the applicable contract for Services. As set forth in Article III below, the County has thirty (30) days to review the Construction Costs and other information and to submit a notice of termination if it does not desire to move forward with the Project. If it desires to proceed, the County shall forward payment for Construction Costs to the City within thirty (30) days of approval of the applicable contract by the City and receipt of a request from the City for advance funding of the Construction Costs, and Commissioners Court approval at the next scheduled meeting of Commissioners Court after the date of the request for payment from the City, whichever is later.
- (4) County's is not obligated to expend more than fifty percent (50%) of all Construction Costs provided to County under Section 1.03(b)(3). If County's payment to City in accordance with Section 1.03(b) is greater than fifty percent (50%) of the actual Construction Costs for the Construction Phase results in an overpayment to City, City shall reimburse County the amount of overpayment within thirty (30) days of City's receipt of notice of overpayment by County.

1.04 Maintenance of Road. Upon completion of the Project, the City shall be responsible for the maintenance and upkeep of the portion of Road within City limits, and the County shall be responsible for the maintenance and upkeep of the portion of Road outside of any incorporated area of the County.

1.05 Approval by County. In accordance with Tex. Gov't Code Ann. § 791.014, prior to beginning the project, the Kendall County Commissioners Court shall issue specific written approval in a separate document from this Agreement.

ARTICLE II **PAYMENT**

2.01 Payment. Unless otherwise stated in Section 1.03, any invoices related to Services for the Road shall be provided by City on a monthly basis for all costs that are the obligation of the County under this Agreement. The County shall pay said invoices no later than thirty (30) days after receipt and approval of the Commissioners Court, at the next scheduled meeting of Commissioners Court after the date the invoice is received by County. As provided by section 1.05 above, County shall not pay City until County provides City with the approval referenced in Section 1.05 above of Kendall County Commissioners Court authorizing the project.

2.02 Current Revenues Only. In accordance with the Interlocal Cooperation Act, any Party paying for the performance of governmental functions or services must make payments from current revenues available to the paying party.

ARTICLE III **DEFAULT AND TERMINATION**

3.01 Default. Default occurs when a Party fails to perform a duty or obligation under this Agreement or when its actions are contrary to the terms and conditions hereof. When a Party is in default, the other Party must provide written notice of default to the defaulting Party and provide at least thirty (30) days for the defaulting Party to cure the default. If the Party does not cure default within that time, the other Party shall have the right to terminate the Agreement.

3.02 Termination. This Agreement may be terminated:

- (a) Failure to Cure Default. Either Party may terminate this Agreement upon the default of the other Party when the defaulting Party fails to cure default within thirty (30) days of receipt of a Notice of Default setting forth the facts constituting default.
- (b) Termination prior to Construction Phase. Either Party may terminate this Agreement by providing written notice within thirty (30) days after the City receives Construction bids, tabulates bids, and determines the apparent awardee and final bid amount. The Party terminating the Agreement shall be responsible for its obligations up to the date of termination. Such obligations may include payment for work previously agreed upon by the Parties that is completed as of that date. In no event shall the terminating Party be responsible for payment of costs incurred after the date of termination or prior to its approval of moving forward with Construction.

ARTICLE IV **DESIGNATION OF REPRESENTATIVES**

4.01 City hereby appoints the Director of Public Works ("City's Designated Representative") as its designated representative under this Agreement. The City's Designated Representative shall be the primary point of contact for the County. Should the City appoint another individual to act as City's Designated Representative, City shall notify County of same in writing.

4.02 County hereby appoints the County Engineer ("County's Designated Representative") as its designated representative under this Agreement. The County's Designated Representative shall be the primary point of contact for the City. Should the County appoint another individual to act as County's Designated Representative, County shall notify City of same in writing.

ARTICLE V
ENTIRE AGREEMENT

5.01 This Agreement, including the exhibit, constitutes the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. If there is a conflict between or among the provisions of this agreement and any of the following items, the order of precedence shall be as follows: (a) the Agreement, and (b) the exhibit to the Agreement.

ARTICLE VI
ASSIGNMENT OR TRANSFER OF INTEREST

6.01 Neither Party may assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE VII
LEGAL CONSTRUCTION

7.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII
COMPLIANCE WITH LAWS AND ORDINANCES

8.01 Both Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this Agreement.

8.02 All activities conducted under this Agreement shall be performed in a manner that does not discriminate against any person on any basis prohibited by law, including without limitation, race, color, national origin, religion, sex, age, veteran status, or disability.

ARTICLE IX
TEXAS LAW TO APPLY

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Kendall County, Texas.

ARTICLE X
AMENDMENT

10.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the Parties hereto.

ARTICLE XI
NOTICES

11.01 All notices provided to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith, unless a provision of this Agreement designates another party and provides an address. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

To County: Kendall County Judge
Kendall County Courthouse
201 E. San Antonio Ave.
Boerne, Texas 78006

With a copy to: County Engineer
Kendall County
400 E. Blanco
Boerne, Texas 78006

To City: City Manager
City of Fair Oaks Ranch
7286 Dietz Elkhorn Rd.
Fair Oaks Ranch, Texas 78015

With a copy to: Director of Public Works
City of Fair Oaks Ranch
7286 Dietz Elkhorn Rd.
Fair Oaks Ranch, Texas 78015

ARTICLE XII
FORCE MAJEURE

12.01 Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents or employees which result from acts beyond that entity's reasonable control, including acts of God, strikes, or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

ARTICLE XIII
COOPERATION, RESERVATION OF RIGHTS

13.01 The Parties agree to cooperate with each other, in good faith, at all times during the Term hereof in order to achieve the purposes and intent of this Agreement. The Parties agree to do all acts to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the purposes and the provisions of this Agreement. Nothing in this Agreement shall be construed to interfere with either Party's legal right to autonomously maintain and repair roads that have been identified as part of each entity's respective road system, particularly if the condition of said roads, in the Party's opinion, poses a safety or mobility concern.

13.02 No Waiver of Immunities. Nothing in this Agreement shall be deemed to, or interpreted as, a waiver, modification, or amendment to any legal defense, in law or in equity, available to a

Party, including the Party's past and present officers, employees, or agents. Further, the Parties do not agree to waive, modify, or alter to any extent whatsoever the availability of the defenses of governmental or sovereign immunity under the laws of the State of Texas.

ARTICLE XIV
RELATIONSHIP AMONG THE PARTIES

14.01 The Parties are independent governmental entities and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the Parties.

ARTICLE XV
NO THIRD-PARTY BENEFICIARIES

15.01 Nothing in this Agreement shall be deemed to create any legal right for any person or entity which is not a Party to this Agreement.

ARTICLE XVI
SEVERABILITY

16.01 If any provision of this Agreement is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions of this Agreement. The illegal or invalid provision shall be deemed severable and stricken from the Agreement as if it had never been incorporated herein, but all other provisions shall remain in full force and effect.

ARTICLE XVII
AUTHORIZATION

17.01 Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective body. This Agreement shall not become effective until approved by the City Council of the City and Kendall County Commissioners Court and signed by both Parties.

ARTICLE XVIII
MULTIPLE COUNTERPARTS

18.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

Exhibit A

CITY OF FAIR OAKS RANCH

COUNTY OF KENDALL

By: _____
SCOTT M. HUIZENGA Date
City Manager

By: _____
SHANE STOLARCZYK Date
County Judge

ATTEST:

ATTEST:

AMANDA VALDEZ
Deputy City Secretary

DENISE MAXWELL
County Clerk

APPROVED AS TO LEGAL FORM:

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

Exhibit A

Exhibit "A"
Project Area

Note: Concept drawing to be replaced with schematic design once available.

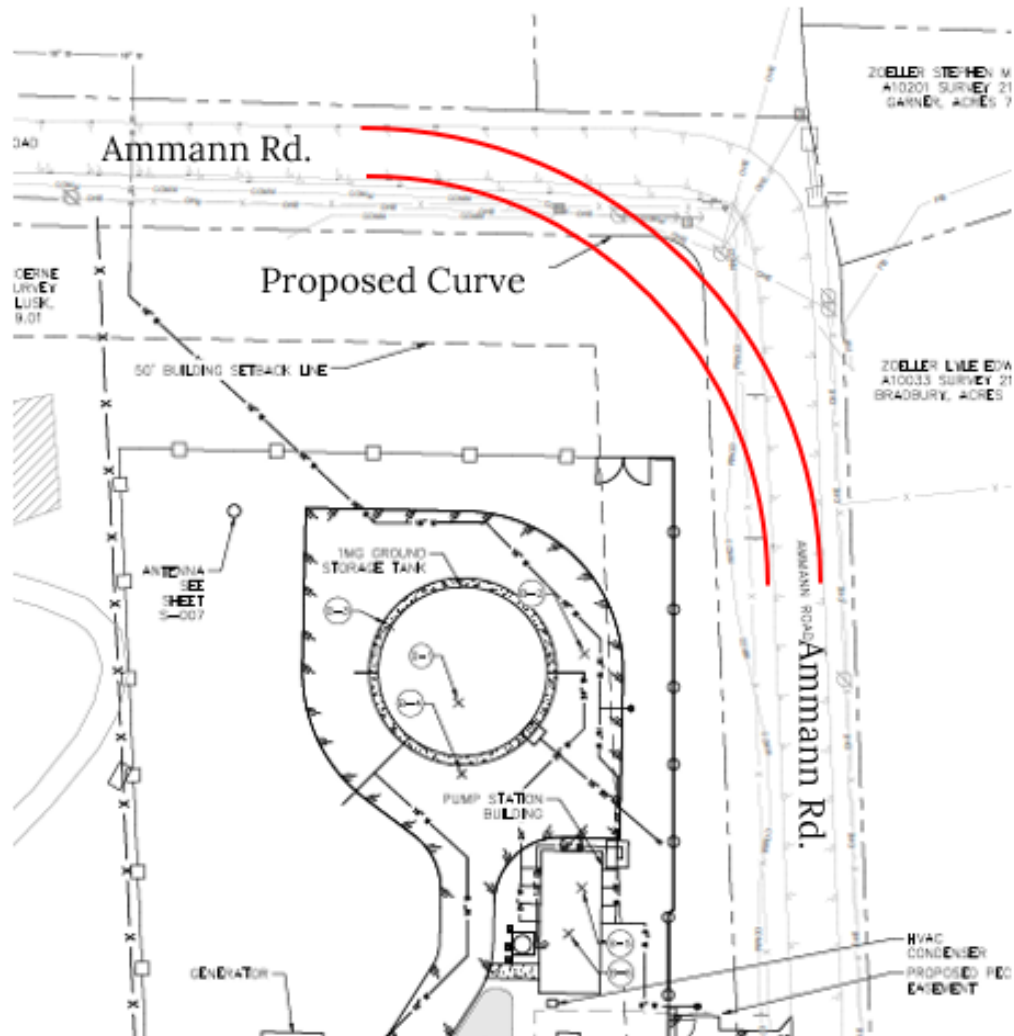


Exhibit A

Exhibit “B”
Plans and Specifications

Note: To be provided once available



Ammann Road Repair and Improvements to Softening the Northern Curve



Interlocal Agreement with Kendall
County

Grant Watanabe, P.E., CFM

Director of Public Works

Background

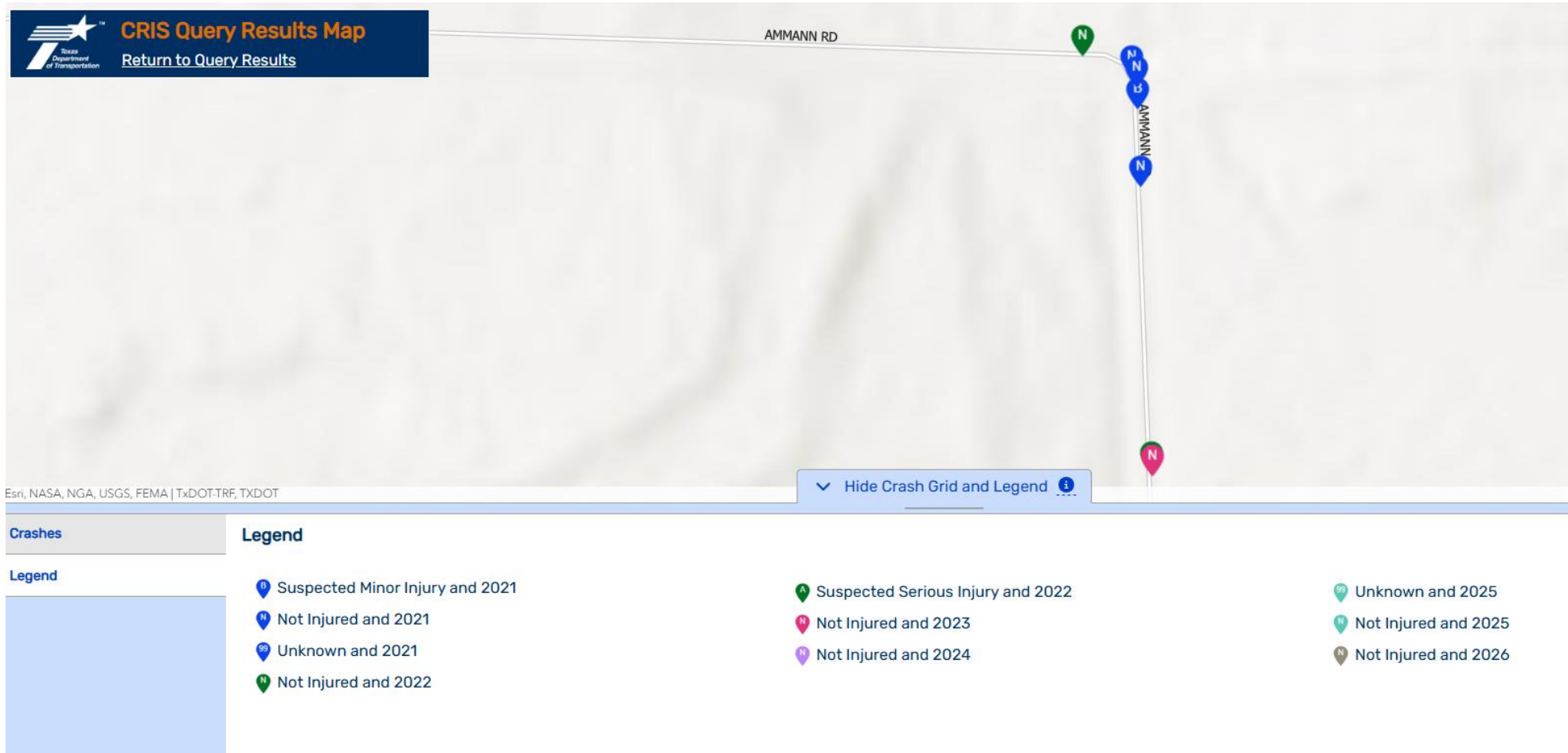


- Voters, in May 2024, approved bonds for reconstruction of Ammann Road
- Project includes softening the southern curve on Ammann Road
- In 2024, Kendall County expressed interest in softening the northern curve
- Subsequent meetings led to a draft ILA to share the cost of the improvements

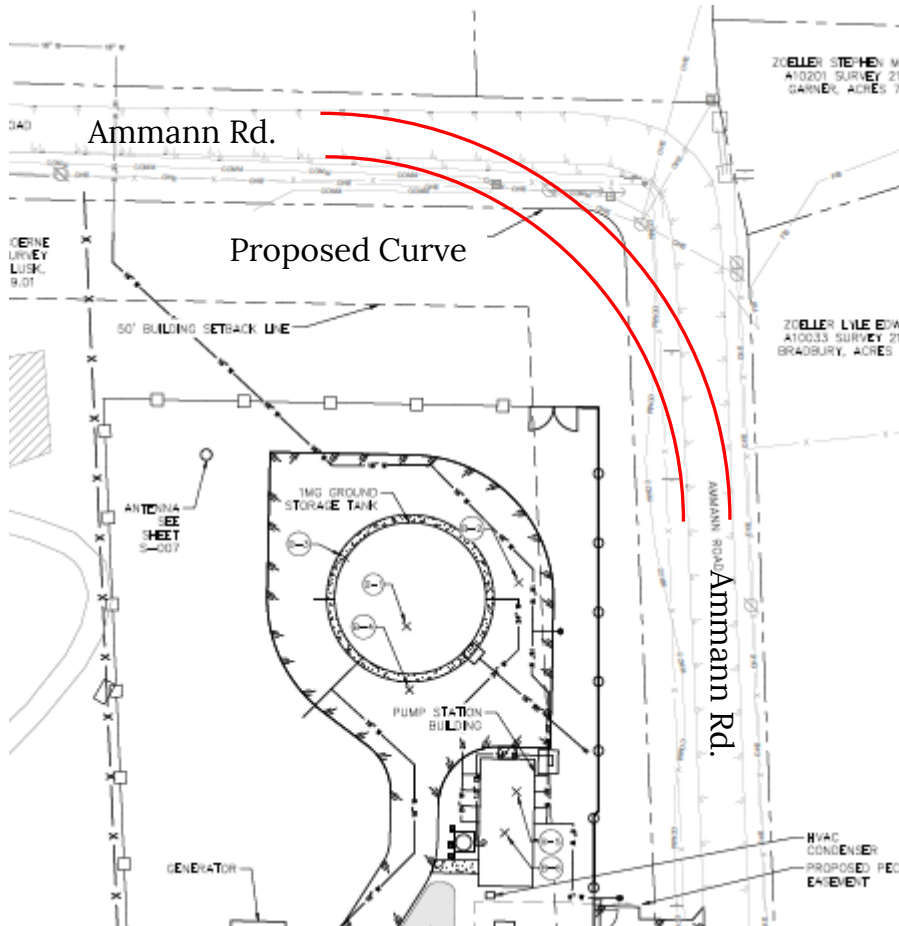
Current Road Condition



TxDOT Crash Records Information System (CRIS)



Proposed Interlocal Agreement (ILA)



Cost-sharing agreement (50/50) between the City and Kendall County for a total estimated cost of \$300,000. City cost is \$150,000.

City shall manage northern curve improvements as part of the larger Ammann Road Reconstruction Project.

Either party may terminate within 30 days after City receives bids and determines the final bid amount.

Upon completion, City will maintain portion of road within City limits, and County will maintain portion of road outside incorporated areas.

Analysis/Benefit to Citizens



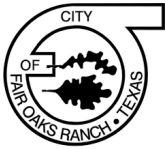
- Aligns with Priority 3.4 of the Strategic Plan to Enhance and Ensure Reliable Roadway Improvement Initiatives
- Addresses long-term traffic safety concerns on Ammann Road which has contributed to multiple crashes
- Provides improved access for rapid response by fire and emergency vehicles
- Demonstrates regional cooperation between the City and Kendall County to address traffic safety issues and infrastructure challenges affecting both entities



Summary



- Staff seeks City Council approval of the ILA
- Kendall County approved the ILA on January 13, 2026
- Reconstruction of Ammann Road anticipated to start in early 2027



CITY COUNCIL WORKSHOP CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: FY 2025-26 Annual Street Maintenance Plan

DATE: April 2, 2026

DEPARTMENT: Public Works

PRESENTED BY: Steven Fried, Assistant Director of Public Works

INTRODUCTION / BACKGROUND:

The City of Fair Oaks Ranch maintains over 60 miles of public roadway infrastructure, with 78% of the existing network being over 30 years in age. In April 2021, the City Council approved a strategic shift from a time-based to a condition-based Pavement Preservation Program with the goal of extending the overall life of the City's roadways and avoiding expensive reconstruction projects. This program utilizes a combination of low-cost pavement preservation treatment techniques and automated pavement condition forecasting to ultimately slow the deterioration of roadways where economically feasible.

Since 2021, staff has utilized asset management software from OpenGov (formerly Cartegraph) to manage the City's roadway infrastructure inventory, forecast conditions, evaluate scenarios using various roadway treatments, and develop the annual street maintenance plan. In short, the software assists staff in optimizing the City's budget by applying the right treatments to the right streets at the right times. Over the past five fiscal years, various treatments such as rejuvenation, fog seal, micro-surfacing, and mill and overlay have been applied to various streets.

The Pavement Preservation Program strives to maintain a network Overall Condition Index (OCI) score of 83 or higher. This year's annual street maintenance plan will maintain the City's network OCI of 83.8 (beginning score: 83.82, ending score: 83.79), with condition improvements on selected streets offset by continued degradation on other streets, specifically Dietz Elkhorn Road (East), Ammann Road, and portions of Rolling Acres Trail. These roadways are planned for capital improvements and the overall score is expected to improve upon completion.

As part of this year's plan, staff will apply approximately 80,000 square yards of fog seal in-house. This is double the quantity of fog seal applied last year, demonstrating a continued expansion of in-house capabilities. Staff will also present the pavement marking plan which includes the streets being treated this year.

Although no action is requested as part of this workshop, staff seeks feedback to ensure that the current annual street maintenance plan and striping plan are still in alignment with City Council expectations.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

Supports Priority 3.4 Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives of the Strategic Action Plan

LONGTERM FINANICAL AND BUDGETARY IMPACT:

The City budgeted \$831,511 for annual street maintenance this year. The planned maintenance activities, including striping and RPM installation, is estimated to cost \$821,541 leaving approximately \$10,000 for incidental expenses and patching.



FY 2025-26 Annual Street Maintenance Plan



April 2, 2026

Steven Fried

Assistant Director of Public Works

Agenda



- Background
- Project Planning
- FY 2025-26 Annual Street Maintenance Plan
- Pavement Marking Plan
- Questions

Background



- City of Fair Oaks Ranch has over 60 miles of roadway infrastructure
 - 78% of the roadway network is over 30 years old
 - 54% of the roadway network is over 40 years old
- Goal of the Pavement Preservation Program
 - Extend the life of roadways through condition forecasting and strategic application of low-cost preservation treatments
 - Apply the right treatments to the right streets at the right times



Background - Data Collection



- Pavement Condition Survey
 - Fall of 2024 (every 5 years)
 - Utilized a Mobile Asset Collection vehicle per ASTM D6433 criteria
- Data uploaded into asset management software
 - Generates the Annual Street Maintenance Plan



Background - PCI vs OCI



- PCI (Pavement Condition Index) scores the roadway from 0-100 based on distresses (cracks, unraveling, potholes, etc.) visible in the pavement
- OCI (Overall Condition Index) is a combination of the PCI and a Roughness Indicator rating (also from 0-100) that rates ride quality

Pavement Condition Index (PCI)



Pavement Condition
86 - 100 (Good)



Pavement Condition
71 - 85 (Satisfactory)



Pavement Condition
56 - 70 (Fair)



Pavement Condition
41 - 55 (Poor)



Pavement Condition
11 - 40 (Very Poor/Serious)



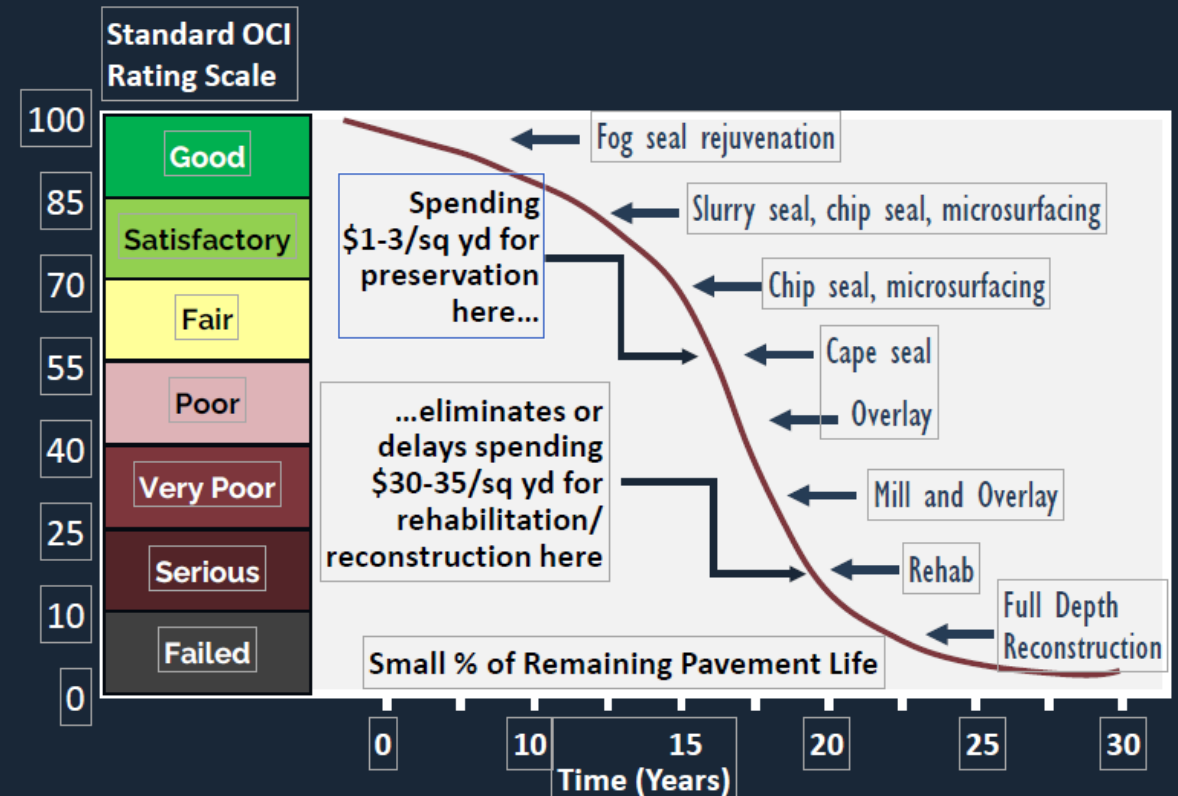
Pavement Condition
0 - 10 (Failed)



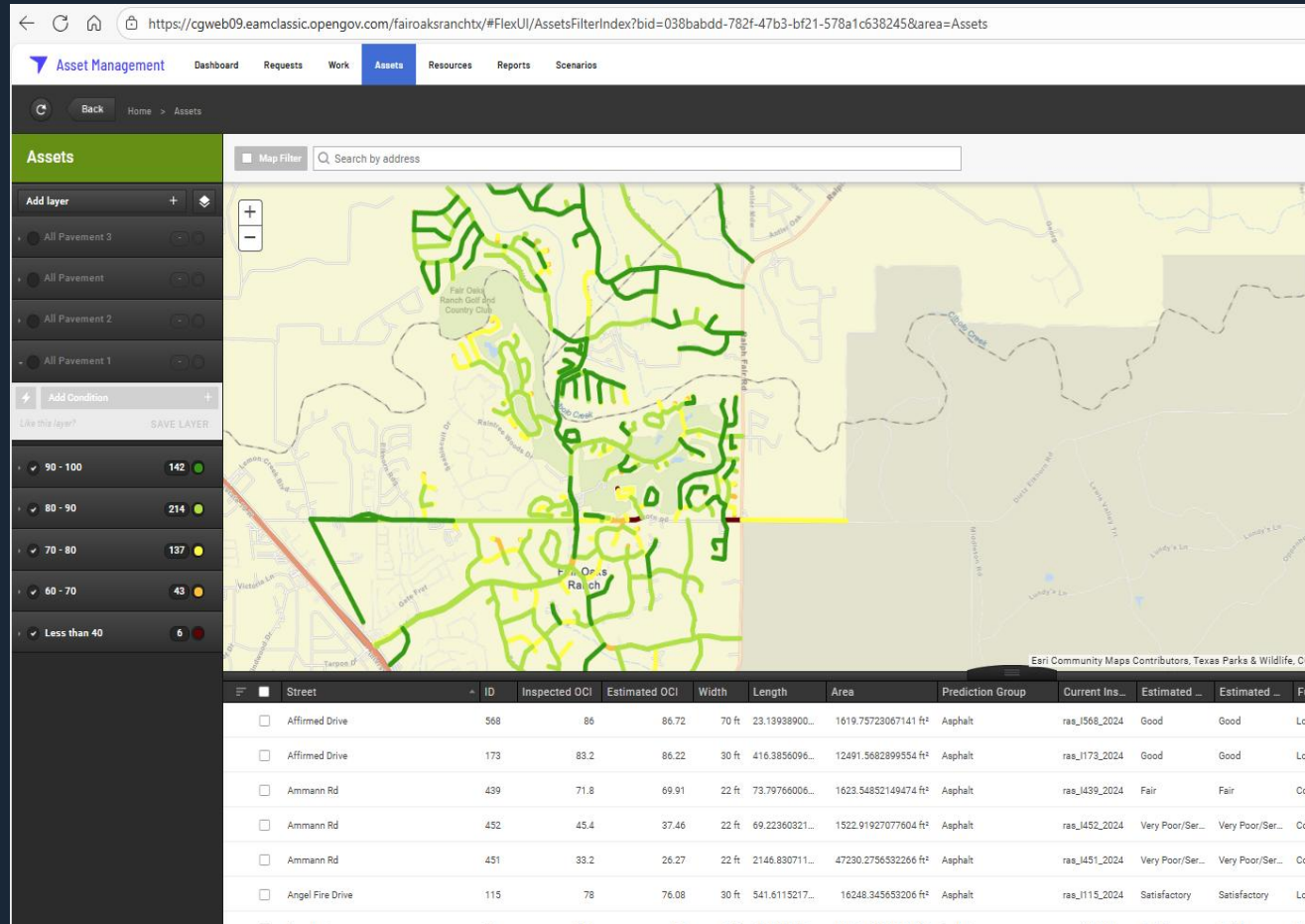
Background - Pavement Preservation Plan



- Plan is essential in extending the overall life of the City's roadway network
- Thorough Plan utilizes a combination of treatment techniques that include preservation, preventative maintenance, rehabilitation, and reconstruction
- Delaying maintenance increases the frequency and cost for major pavement rehabilitation



Project Planning



A web-based asset management that

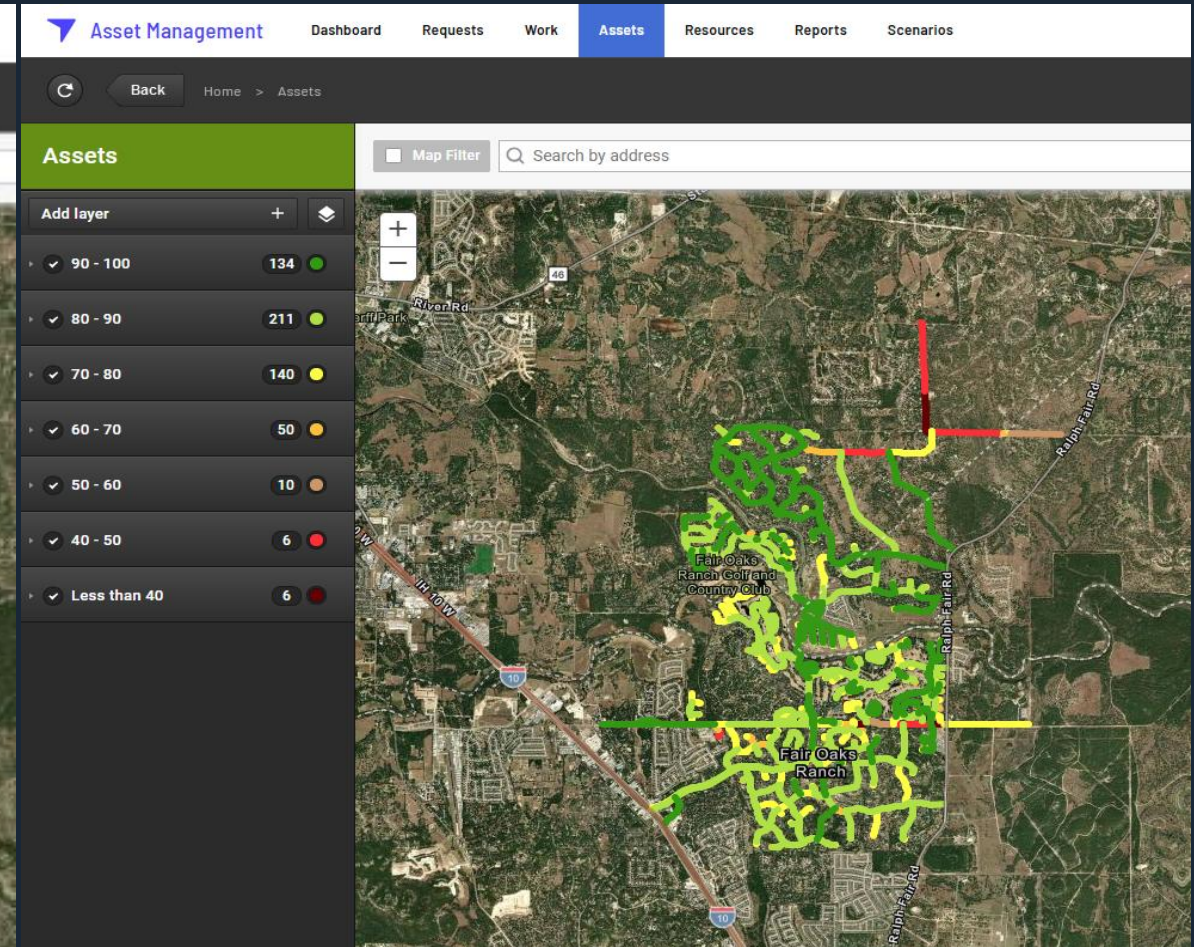
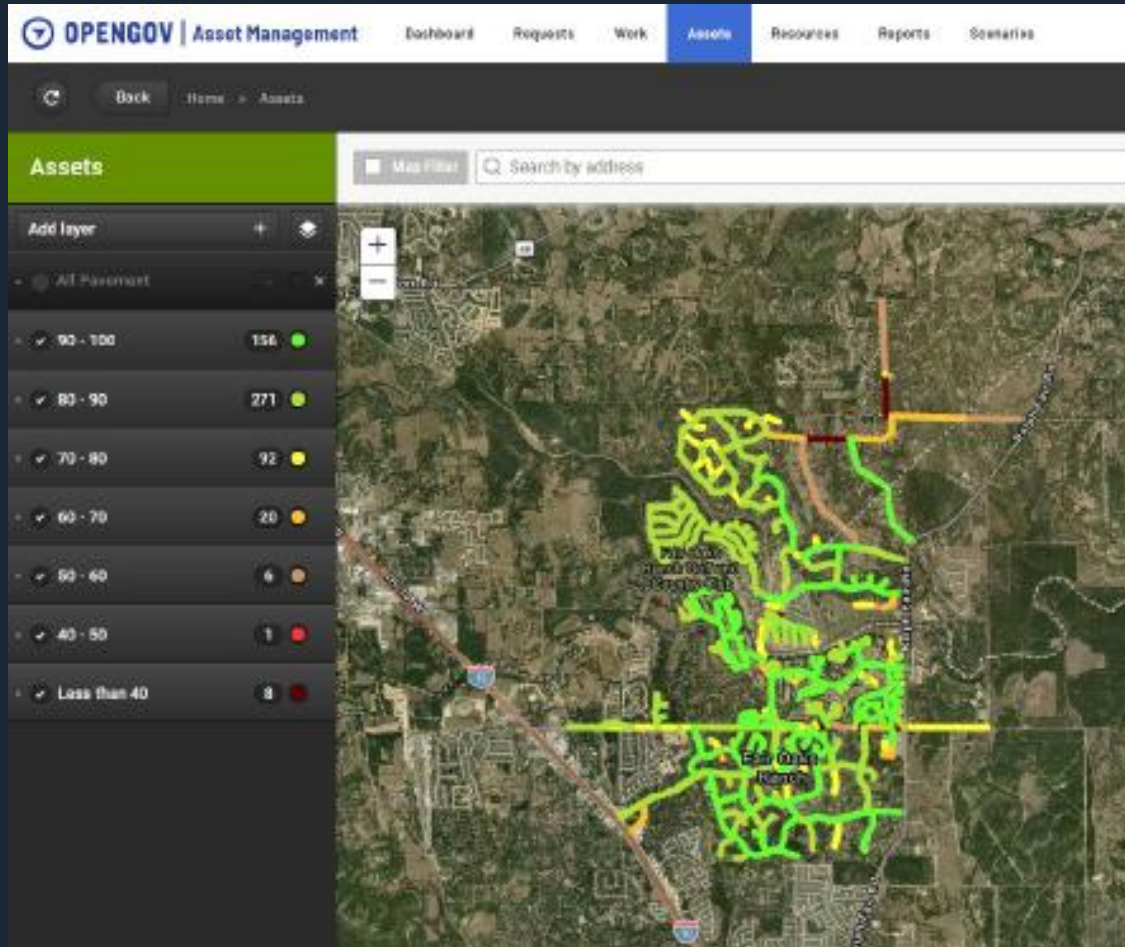
- Stores pavement attributes and generates various treatment scenarios
- Uses algorithms to predict pavement degradation and improvements to assist with the planning process and stay within budget

Project Planning



FY 2023 - 24

FY 2025 - 26



City of Fair Oaks Ranch

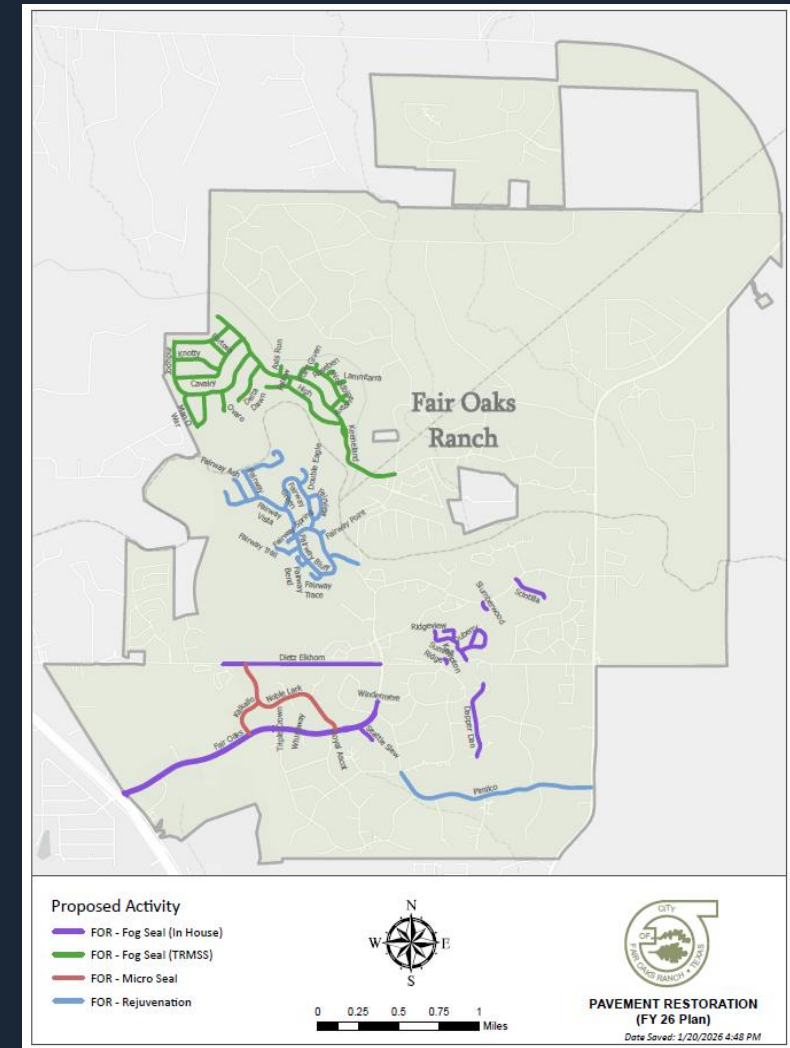
Annual Street Maintenance Plan



Treatment	Sq Yd Activity	Cost
Fog Seal (In House)	80,343.60	\$67,970.73
Fog Seal (Contract)	111,645.05	\$355,701.12
Micro Seal	14,841.19	\$115,271.55
Rejuvenation	78,468.66	\$93,927.00
Contract Crack Seal	NA	\$25,000.00
Crack Seal (In House)	NA	\$25,000.00
Estimated Total:		\$682,870.40

Pavement Markings/RPM's	Activity	Cost
Striping	29,271 feet	\$115,612.00
Stop Bars	34 #	\$7,650.00
Raised Pavement Markers	1,297 #	\$15,409.20
Estimated Total:		\$138,671.20
Plan Total:		\$821,541.60

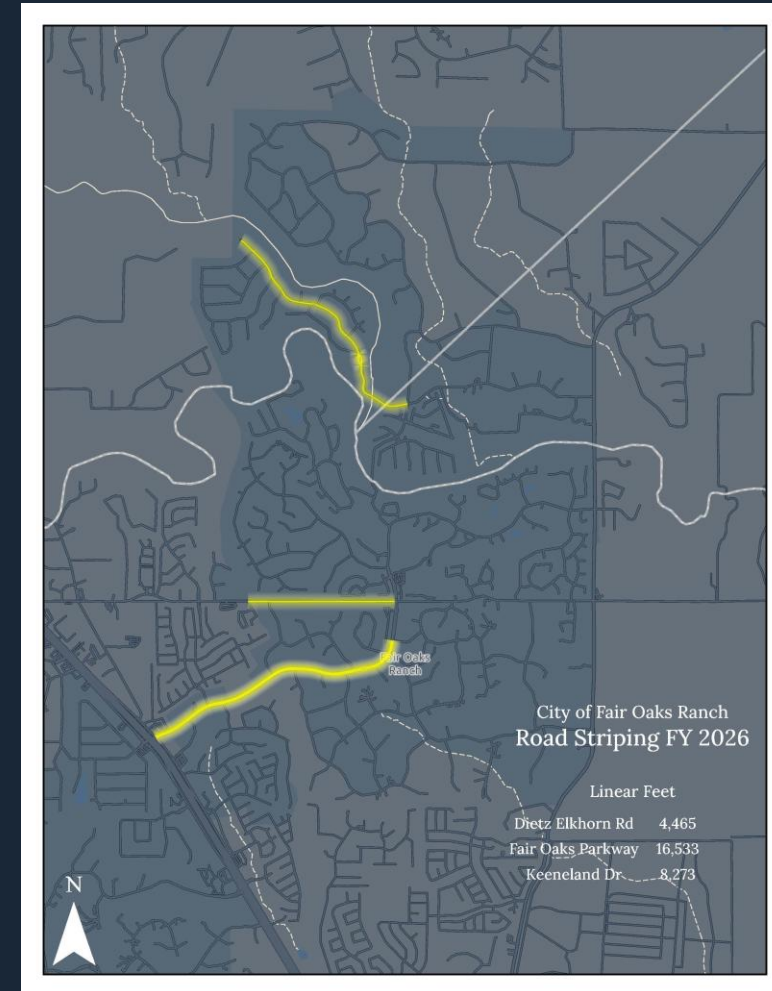
- FY 2025-26 Budget: \$831,511 includes Plan total, and incidentals and patching expenses
- Plan beginning OCI = 83.82
- Plan ending OCI = 83.79 (due to continued degradation on Dietz Elkhorn Road (East), Ammann Road, and Rolling Acres Trail



Pavement Marking Plan



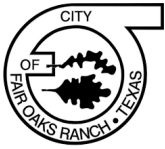
- Required restriping and RPMs on the following:
 - Dietz Elkhorn Road - 4,465 feet
 - Fair Oaks Parkway - 16,533 feet
 - Keeneland Drive - 8,273 feet
- Required painting of stop bars: 34
- Estimated replacement of RPMs: 1,297



Questions?



City of Fair Oaks Ranch



CITY COUNCIL WORKSHOP CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Outdoor Lighting Workshop
 DATE: April 2, 2026
 DEPARTMENT: Public Works & Engineering
 PRESENTED BY: Jessica Relucio, ENV SP, City Planner

INTRODUCTION / BACKGROUND:

Outdoor lighting is regulated by the Unified Development Code (UDC) Sections 6.4 and 6.8 and the Code of Ordinances (Code) Chapter 3; Article 3.15. There are conflicting provisions between the UDC and the Code, as well as duplicate chapter subsections providing the same provisions, such as: exemptions, non-residential standards, administrative procedures, and applicability. To eliminate conflicting language and clarify existing regulations, staff seeks direction from City Council regarding recommended changes to the UDC and the Code, including the consolidation of all the provisions related to outdoor lighting into a single, concise ordinance to be codified in the Code of Ordinances, Article 3.15 Outdoor Lighting.

Code History

This timeline provides an overview of the City's regulations related to outdoor lighting:

1. In 2009, City Council adopted regulations related to outdoor lighting (codified in the Code under Chapter 3; Article 3.15). This was in support of Camp Bullis' request to regulate outdoor lighting within the City and its extraterritorial jurisdiction, in accordance with Texas Local Government Code Chapter 240. The adopted ordinance mirrored the International Dark Sky (IDS) standards in place at the time.
2. In 2019, the City Council adopted additional regulations in the UDC Section 6.4 General Standards (9), Auxiliary Building and Site Standards, and Section 6.8 Outdoor Lighting.

Code Changes Recommended

A summary of the conflicting provisions and associated staff recommendations is provided below in the following categories:

1. Outdoor recreational activities — The UDC states that sports field lighting is permitted until 10:00 P.M., whereas the Code states outdoor recreational facilities are permitted until 11:00 P.M., except to conclude a specific recreational activity already in progress. Staff recommends the following amendments:
 - No outdoor recreational facility, in all zones, private and public, shall be illuminated from 10:00 P.M. to sunrise.
 - Define "Outdoor recreational facilities" as any outdoor area, site, or structure

designed, constructed, or regularly used for recreational, athletic, or leisure activities, public or private, requiring or utilizing outdoor lighting.

2. Security Motion Sensors — The UDC states all security lights controlled by sensors are to be on for less than 10 minutes each time, whereas the Code states that motion sensor-type lighting that are on for a period of time may not exceed five minutes.

Staff recommends the following amendments:

- Adaptive controls/security lights shall be illuminated for a duration not to exceed five (5) minutes after activation.
- Define “Adaptive controls/security lights” as mechanical or electronic devices actively regulating the switching, duration, and/or intensity of light emitted by the outdoor lighting system, i.e., timers, dimmers, and motion-sensing switches.

Existing Plan Review Process

The Codes are regulated by the City and applicable Homeowner Associations may have separate requirements.

1. The City's existing outdoor lighting review process, in accordance with UDC Section 6.8 (4), requires that building permits, except single-family/duplex, or site development permits, must minimally contain in their site plan:
 - Location, type, height, and foot-candle power measured throughout the site.
 - Photometric data, which may be furnished by the manufacturer.
 - Angle of light emission.
2. All residential properties have the following regulations:
 - No lighting may exceed one and one-half footcandles at the property line, except for intermittent lighting — Ordinance Sec. 3.15002(1).
 - Covered porch lighting on residences, provided that each external light fixture does not exceed 2200 lumens – UDC Sec. 6.8 (3) j. (2).
 - It is highly recommended to also comply with commercial, parking lot lighting, outdoor advertising, local streets, public roadway, and tower facilities — Ordinance Sec. 3.15002(3). Staff recommends amending the code and removing the provisions that highly recommend residential lighting to abide by nonresidential provisions, such as parking lot lighting and street lighting.

For reference, a draft of the UDC and the Code amendments are included as **Attachments A and B**. Text amendments are shown in **red**. **Black** text demonstrates no change.

Lastly, staff seeks direction from City Council on whether to formally pursue an application effort to be recognized as an International Dark Sky (IDS) Community. IDS was founded in 2001 and recognized by over 250 locations globally as IDS Places to restore the nighttime environment and protect communities and wildlife from light pollution. The purpose is to recognize cities and communities that show exceptional dedication to night sky preservation. The proposed consolidation and code changes will help position the City to pursue formal recognition through the IDS program. The IDS application process includes three phases and takes an average of 1–3 years for approval.

After staff receives City Council's feedback from this workshop, it will be incorporated into an amendment to the UDC and proposed ordinance. Next steps (dates to be determined) are:

1. Planning and Zoning Workshop on the recommendations to consolidate, eliminate conflicting language, and to clarify existing language in the UDC and Ordinance.
2. Planning and Zoning Public Hearing on UDC amendments with a recommendation to City Council.
3. City Council Public Hearing on UDC amendments.
4. First reading by City Council on the proposed UDC and ordinance amendments.
5. Second reading by City Council on the proposed UDC and ordinance amendments.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

- Supports Responsible Growth Management 2.1 of the Strategic Plan to manage the physical development of the city in accordance with the Comprehensive Plan
- Aligns with the Comprehensive Plan Guiding Vision and Principle to preserve the suburban, rustic character and quality of life
- Aligns with the Comprehensive Plan Guiding Vision and Principles to incorporate opportunities to see and enjoy the natural splendor of the Hill Country

LONGTERM FINANCIAL AND BUDGETARY IMPACT:

Not applicable.

Attachment A

UDC

Section 6.4 General Standards

(9) Auxiliary Building and Site Standards.

d. Outdoor Lighting:

- ~~i. Covered porch lighting on residences is permitted provided that each external light fixture does not exceed 2220 lumens.~~
- ~~ii. Security lights of any output that are controlled by a motion sensor switch are permitted provided they do not remain illuminated longer than ten (10) minutes after activation.~~
- ~~iii. i. Outdoor lighting must comply with the City's Outdoor Dark Sky Lighting Ordinance Article 3.15 requirements.~~

Section 6.8 Outdoor Lighting

Outdoor lighting must comply with the City's Outdoor Dark Sky Lighting regulations as provided in the City's Code of Ordinances Chapter 3; Article 3.15.

(1)—Purpose and Intent

~~The purpose of this Section is to regulate outdoor lighting in order to reduce or prevent light pollution in the City. All regulations in this section are in addition to the City's Dark Sky requirements. New lighting technologies have produced lights that are extremely powerful, and these types of lights may be improperly installed so that they create problems of excessive glare, light trespass, and higher energy use. Excessive glare can be annoying and may cause safety problems. Light trespass reduces privacy, degrades the enjoyment of the night sky, and results in higher energy use and increased costs for everyone. Appropriately regulated, and properly installed, outdoor lighting will contribute to the safety and welfare of the residents and will help preserve the historic and rural character of the City in keeping with the desired objectives of the Comprehensive Plan.~~

(2)—Applicability

- ~~a. Binding Regulations. The regulations contained in this Section are binding only within the City limits of Fair Oaks Ranch. All outdoor lighting fixtures installed on private and public property within a new development or redevelopment within the City limits will be required to comply with this Code. This Code does not apply to interior lighting; however, overly bright lighting emitted from a structure will be subject to this Code if it is determined by the City Manager that it creates a nuisance, or a safety hazard as defined in the References Section of this Code.~~
- ~~b. Compliance. Compliance with the regulations in this Section is strongly encouraged for improvements and developments within the ETJ in order to prevent light pollution and preserve the rural and historic character of the City. Compliance with these requirements will be administered by the City Manager or his or her designee.~~
- ~~c. Existing and Replacements. All outdoor lighting fixtures existing and legally installed and operating before the effective date of this Code will be exempt from this Code unless they are determined to create a safety hazard. When an existing lighting fixture(s) become inoperable, their replacements are subject to the provisions of this Code.~~

- d. ~~Modifications. Modifications to nonconforming lighting fixtures must also comply with this Chapter.~~

(3) ~~Exemptions~~

The following are exempt from the provisions of this Code:

- a. ~~Publicly maintained traffic control devices;~~
- b. ~~Street lights installed prior to the effective date of this Code (until replaced as noted in Section 7.8(2)c.);~~
- c. ~~Temporary emergency lighting, e.g., for fire, police, repair crews, etc.;~~
- d. ~~Lighting fixtures and illumination requirements imposed by TxDOT within TxDOT right of way;~~
- e. ~~Moving vehicle lights;~~
- f. ~~Navigation lights, e.g., aircraft warning beacons on water storage reservoirs and wireless transmission facilities, required by State or Federal law;~~
- g. ~~Seasonal decorations with lights in place no longer than sixty (60) days;~~
- h. ~~Sports field lighting, until 10:00 P.M.;~~
- i. ~~Other temporary uses approved by the City Council, e.g., festivals, carnivals, fairs, night-time construction, etc.;~~
- j. ~~Covered porch lighting on residences, provided that each external light fixture does not exceed 2220 lumens; and~~
- k. ~~Security lights of any output that are controlled by a motion sensor switch, provided they do not exceed 0.25 foot-candles at the property line and do not remain illuminated for a duration not to exceed ten (10) minutes after activation.~~

(4) ~~Submittals~~

Applications for all building permits other than single-family and duplex residential, or site development permits, including the installation of outdoor lighting fixtures for new construction, will provide proof of compliance with this Code. The submittal will contain the following information as part of the site plan:

- a. ~~Plans. Plans indicating the location, type, and height of lighting fixtures, including both building-mounted and ground-mounted fixtures, and details illustrating the foot-candle power measured throughout the site;~~
- b. ~~Description of the Lighting Fixtures. A description of the lighting fixtures, including lamps, poles or other supports and shielding devices, which may be provided as catalogue illustrations from the manufacturer;~~
- c. ~~Photometric Data. Photometric data, which may be furnished by the manufacturer, showing the angle of light emission;~~
- d. ~~Additional information. Additional information may be required by the Planning and Zoning Commission in order to determine compliance with this Code.~~

(5) ~~General Lighting Standards.~~

The following standards will apply to all outdoor lighting installed after the effective date of this Code:

- a. ~~Minimum Lighting Necessary. Outdoor lighting will be designed to provide the minimum lighting necessary to ensure adequate safety, night vision, and comfort, and not create or cause excessive glare onto adjacent properties and public street rights-of~~

way.

- b. ~~Hooded.~~ Outdoor lighting must be hooded, shielded, and/or aimed downward. The hood or shield must mask the direct horizontal surface of the light source. The light must be aimed so as to ensure that the illumination is only pointing downward onto the ground surface.
- c. ~~Light Trespass.~~ Any bright light shining onto an adjacent property or streets that would result in a safety hazard is not permitted. Light trespass beyond property boundaries or above the horizontal plane will be considered non-compliant. All outdoor lighting fixtures will be designed, located, and maintained to minimize light trespass, and all direct illumination will be kept within the boundaries of the property upon which the light fixture is positioned
- d. ~~Existing Fixtures.~~ Existing fixtures may be adapted to comply with this Code by adding a properly designed hood or shield, or by redirecting any upward-mounted fixture downward onto the ground surface, sign, or illuminated structure.
- e. ~~Accent Lighting.~~ When approved, accent lighting will be directed downward onto the structure or object and not toward the sky or adjacent properties. Direct light emissions will not be visible above the roofline or beyond the building edge.
- f. ~~Spotlights.~~ Spotlights on landscaping and foliage will be limited to one hundred and fifty (150) watts output. The light will be shielded and so as not to create a nuisance or safety hazard.

(6) Specific Nonresidential Lighting Requirements

- a. ~~Maximum Allowable Intensity.~~ The maximum allowable intensity of lighting for any nonresidential use will be 0.25 foot-candles measured at the property line adjacent to any residentially-zoned area or at the street right-of-way line when the residentially-zoned area is separated by a public street right-of-way.
- b. ~~Light Poles.~~ Light poles will be placed on the site at a setback equal to their height from all adjacent residential property. Light poles will have a maximum height equal to the maximum height allowed for the main building in each zoning district.

ARTICLE 3.15 OUTDOOR LIGHTING

Sec. 3.15.001 Title, Purpose, and Applicability

(a) The purpose of this article is:

- (1) To reduce or prevent light pollution in the City;
- (2) To position the city to apply for the Dark Sky Community certification;
- (3) To reduce excessive glare, light trespass, and energy use;
- (4) To improve nighttime visibility, which contributes to safer and more attractive outdoor living spaces;
- (5) To appropriately regulate the installation of outdoor lighting which will contribute to the safety and welfare of the residents and will help preserve the historic and rural character of the City in keeping with the desired objectives of the Comprehensive Plan.

(b) Applicability

- (1) Generally. All public and private outdoor lighting installed after the effective date of November 2009 in the Camp Bullis buffer zone shall be in conformance with the requirements established by this section.
- (2) Binding Regulations. The regulations contained in this Section are binding within the City limits of Fair Oaks Ranch. All outdoor lighting fixtures installed on private and public property within a new development or redevelopment within the City limits will be required to comply with this Code. This Code does not apply to interior lighting; however, overly bright lighting emitted from a structure will be subject to this Code if it is determined by the City Manager that it creates a nuisance, or a safety hazard as defined in the References Section of this Code.
- (3) Extraterritorial Jurisdiction (ETJ). Compliance with the regulations in this Section is required for improvements and developments within the ETJ in order to prevent light pollution and preserve the rural and historic character of the City. Compliance with these requirements will be administered by the City Manager (or designee).
- (4) Legal Nonconforming. All outdoor lighting fixtures existing and legally installed and operating before the effective date of this Code will be exempt from this Code unless they are determined to create a safety hazard. When an existing lighting fixture(s) becomes inoperable, their replacements are subject to the provisions of this Code. See Section 3.15.003.

Sec. 3.15.002~~1~~ Definitions

In this article:

Accent light. Lighting used to emphasize or draw attention to a special object or building.

Adaptive controls. Mechanical or electronic devices actively regulating the switching, duration, and/or intensity of light emitted by the outdoor lighting system. Examples of adaptive controls include timers, dimmers, and motion-sensing switches.

Camp Bullis. U.S. Military training base in north Bexar County.

Camp Bullis Buffer Zone. An area that extends three (3) miles in all directions from the Camp Bullis boundaries including all of the City and its extraterritorial jurisdiction. ~~(Exhibit 1)~~

Direct light. Light emitted directly from the lamp, off of the reflector diffuser, or through the refractor or diffuser lens, of a luminary.

Exempted luminaries. Luminaries that were existing, in place, and operational prior to the effective date of this article.

Floodlight. A light fixture having a wide beam.

Footcandle (FC). A unit of light measurement equal to one lumen per square foot.

Full cutoff (FCO). Describes a luminaire light distribution where 100 candela per 1,000 lamp lumens (ten percent) may emit at all vertical angles beginning at 80 degrees up from nadir to less than 90 degrees, and zero candela per 1,000 lamp lumens (zero percent) is allowed at 90 degrees (horizontal plane) and all angles above. This applies to all horizontal angles around the luminaire. A full cutoff luminaire is also fully shielded.

Fully shielded. A lighting fixture constructed in such a manner that all light emitted by the fixture, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, is projected below the horizontal plane as determined by photometric test or certified by the manufacturer. A fully shielded fixture is not necessarily full cutoff.

Glare. A luminance produced by bright sources in the field-of-view superimposed on the image in the eye reducing contrast and hence visibility.

IESNA (or IES). An acronym for the Illuminating Engineering Society of North America. The IESNA makes recommendations for outdoor lighting, but does not set outdoor lighting community standards, which are set through local ordinances.

Illuminance. The quantity of light arriving at the surface measured in lux or footcandles.

Intermittent lighting. Luminaries that do not remain on for an extended period of time.

Light pole. Vertical structure designed to support outdoor lighting fixtures, primarily used to illuminate streets, parking areas, parks, and pedestrian pathways.

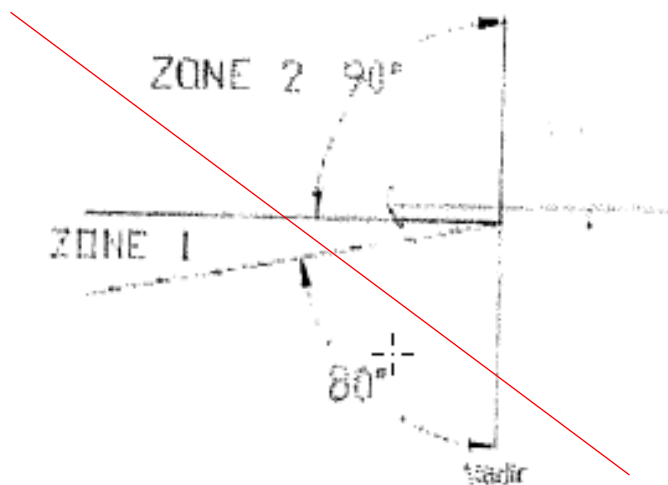
Light trespass. Light emitted from fixtures designed or installed in a manner that unreasonably causes light to fall on a property other than the one where the light is installed, in a motor vehicle drivers' eye, or upwards toward the sky. If the light appears star-like from another property or the public right roadway, the light is creating light trespass. It is expected that the illumination produced by a light source may be viewed from other properties, but the light source itself should not be visible from other properties. See the illustration below as an educational illustration about light trespass.



Lumen. A unit of luminous flux. One footcandle is one lumen per square foot. For the purpose of this regulation, the lumen-output values shall be the initial lumen output ratings of a lamp. The lumen rating associated with a given lamp is generally indicated on its packaging or may be obtained from the manufacturer.

Luminary. A complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps and to connect the lamps to the power supply.

Nadir. The direction pointing vertically down from the lowest light emitting part of the luminaire:



Outdoor lighting. Nighttime illumination of an outside area or object by any manmade device that is located outdoors and produces light.

Outdoor recreational facilities. Any outdoor area, site, or structure designed, constructed, or regularly used for recreational, athletic, or leisure activities, whether publicly or privately owned, that requires or utilizes outdoor lighting. This includes, but is not limited to, sports fields, stadiums, ballfields, tennis courts, pickleball courts,

playgrounds, parks, golf courses, driving ranges, swimming pools, skate parks, and similar facilities where organized or informal recreation occurs.

Security lights. See the definition of “Adaptive controls”.

Spotlight. A light fixture having a narrow beam.

Temporary outdoor lighting. Lighting for a specific unusual purpose of an outside area or object by any manmade device that produces light for a period of less than seven (7) days, with at least 30 days passing before being used again.

Trespass lighting. Light emitted by a luminary which falls outside the boundaries of the property on which the luminary is sited.

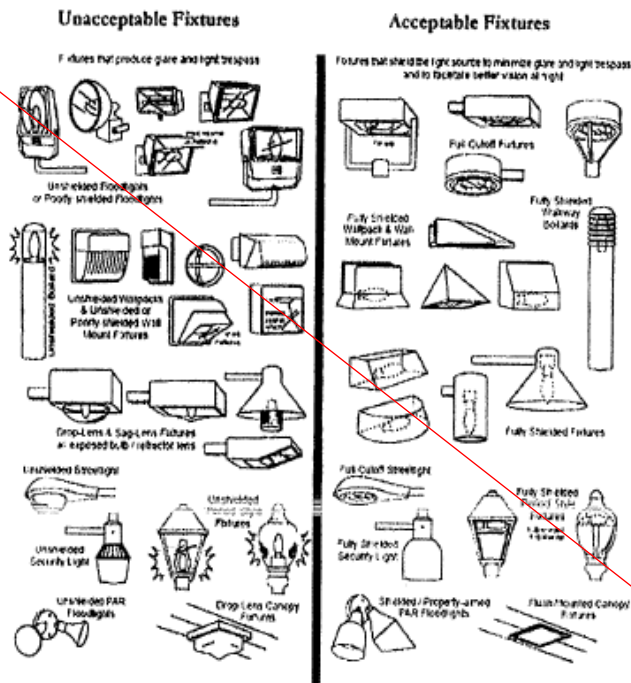
Sec. 3.15.00~~32~~ Lighting Requirements

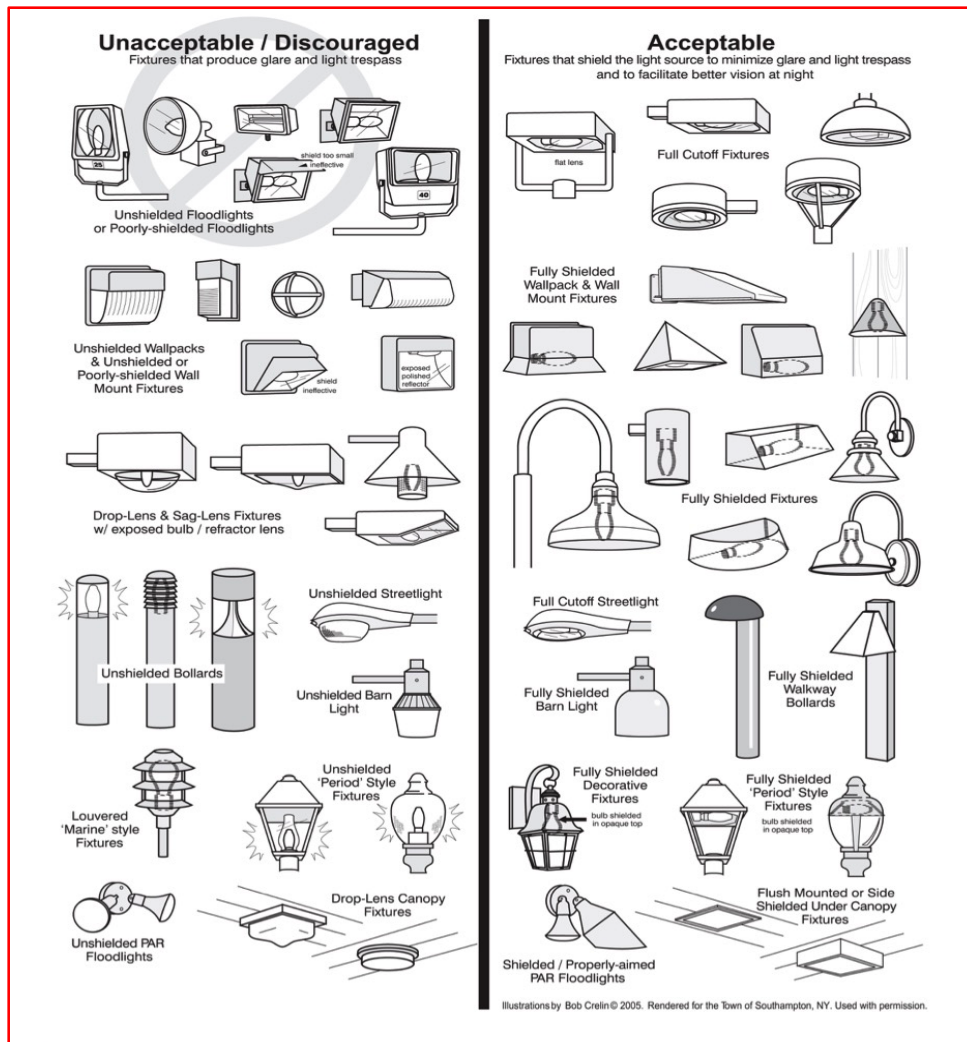
~~(a) Generally. All public and private outdoor lighting installed after the effective date of this article in the Camp Bullis buffer zone shall be in conformance with the requirements established by this section.~~

(a) General. The following standards will apply to all outdoor lighting:

- (1) Minimum Lighting Necessary. Outdoor lighting will be designed to provide the minimum lighting necessary to ensure adequate safety, night vision, and comfort, and not create or cause excessive glare on adjacent properties and public street rights of way.
- (2) Adjacent to Residential. In properties adjacent to residentially zoned areas or a residential property, the maximum allowable intensity of lighting for any nonresidential use will be 0.25 foot-candles measured at the property line adjacent to any residentially zoned area or at the street right-of-way line when the residentially zoned area is separated by a public street right-of-way.
- (3) Light Poles. Light poles will be placed on the site at a setback equal to their height from all adjacent residential property. Light poles will have a maximum height equal to the maximum height allowed for the main building in each zoning district.
- (4) Adaptive controls/security lights. Lights of any output that are controlled by a motion sensor switch, provided they do not exceed 0.25 foot-candles at the property line and do not remain illuminated for a duration not to exceed five (5) minutes after activation.
- (5) Fully shielded or Hooded. Outdoor lighting must be hooded, shielded, and/or aimed downward. The hood or shield must mask the direct horizontal surface of the light source. The light must be aimed so to ensure that the illumination is only pointing downward onto the ground surface.
- (6) Light Trespass. Any bright light shining onto an adjacent property or streets that would result in a safety hazard is not permitted. Light trespass beyond property boundaries or above the horizontal plane will be considered non-compliant. All outdoor lighting fixtures will be designed, located, and maintained to minimize light trespass, and all direct illumination will be kept within the boundaries of the property upon which the light fixture is positioned.
- (7) Accent Lighting. When approved, accent lighting will be directed downward onto the structure or object and not toward the sky or adjacent properties. Direct light emissions will not be visible above the roofline or beyond the building edge.
- (8) Spotlights. Spotlights on landscaping and foliage will be limited to one hundred and fifty (150) watts output. The light will be shielded and so as not to create a nuisance or safety hazard.
- (9) Control of glare. Any luminary that is aimed, directed, or focused so as to cause direct light from the luminary to be directed toward residential buildings on adjacent or nearby land, or to create glare perceptible to persons operating motor vehicles on public ways is prohibited. Such luminary must be redirected or its light output controlled as necessary to eliminate such conditions.

- (b) Control of glare. Any luminary that is aimed, directed, or focused so as to cause direct light from the luminary to be directed toward residential buildings on adjacent or nearby land, or to create glare perceptible to persons operating motor vehicles on public ways is prohibited. Such luminary must be redirected or its light output controlled as necessary to eliminate such conditions.





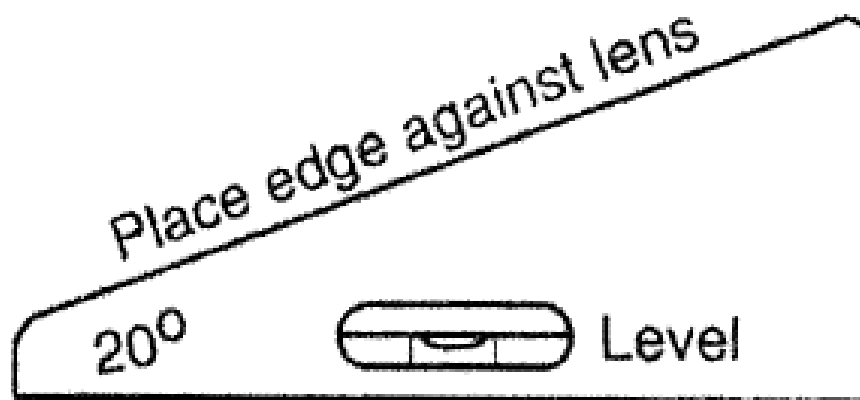
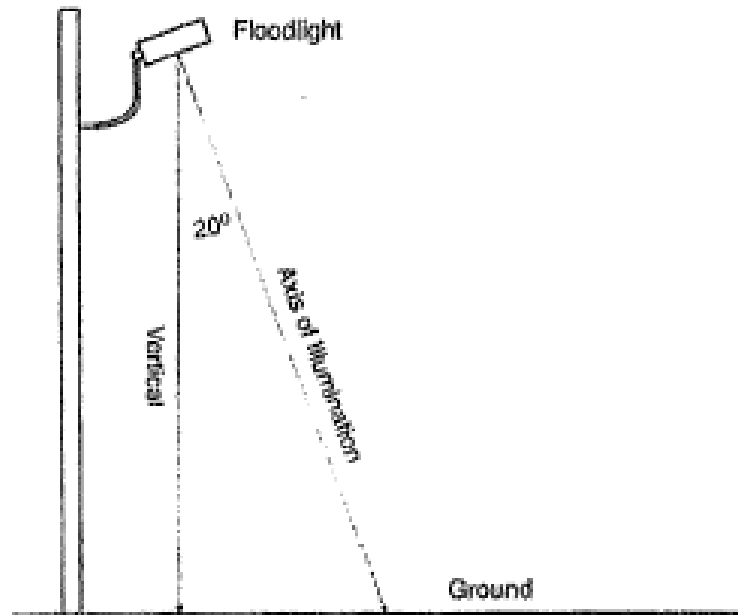
(c) Residential lighting.

- (1) No residential trespass lighting may exceed one and one-half footcandles at the property line, with the exception of adaptive control or intermittent lighting.
- (2) Covered porch lighting on residences, provided that each external light fixture does not exceed 2220 lumens;
- (2) Intermittent lighting must be of the motion-sensor type that stays on for a period of time not to exceed five (5) minutes and has a sensitivity setting that allows the luminary to be activated only when motion is detected on the site.
- (3) It is highly recommended that all residential lighting also comply with subsections (d)(1)(AB)-(C), and (G) and (H) below.

(d) Commercial lighting.

- (1) Generally.
 - (A) No lighting installed on any commercial property may fit the unacceptable fixture designation.
 - (B) For lighting horizontal tasks such as roadways, sidewalks, entrances and parking area, fixtures must meet full cutoff criteria (no light output emitted above 90 degrees at any lateral angle around the fixture).

- (C) NEMA-head fixtures, a.k.a. barn lights or dusk-to-dawn lights, shall not be permitted on any commercial property unless fitted with a reflector to render them full cutoff.
- (D) Park style or period style fixtures shall not be permitted on any commercial property unless fitted with a reflector to render them full cutoff.
- (E) Wallpack fixtures shall not be permitted on any commercial property unless fitted with a reflector to render them full cutoff.
- (F) All trespass lighting shall not exceed two and one-half footcandles measured at the property line.
- (G) Floodlight fixtures must be aimed so as to prevent direct radiation of light into the open sky at any angle above the horizontal plane as shown and verified:



- (H) All outdoor lighting on commercial property shall be full cutoff.
- (2) Service stations and other outdoor facilities:
 - (A) Outdoor sales and service stations canopies must utilize canopy lights that are fully recessed into the canopy or are fully shielded by the canopy.

(B) The following average maintained illuminance levels for service stations must not be exceeded:

<u>Service Station Component</u>	<u>Lighting Level</u>
Approach	2.0 fc
Driveway	2.0 fc
Pump island	10.0 fc
Building facade	3.0 fc
Service areas	3.0 fc
Landscape highlights	2.0 fc

- (e) Parking lot lighting. All parking lot lighting must be full cutoff shielding and minimum illuminance levels. The recommended construction material for parking lots within the Camp Bullis buffer zone is bituminous concrete, better known as asphalt, to minimize reflected light from the lot surface.
- (f) Outdoor advertising signs.
- (1) Lighting fixtures used to illuminate an outdoor advertising sign must conform to the requirements specified in this section.
 - (2) Outdoor advertising signs constructed of translucent materials and wholly illuminated from within do not require shielding. Dark backgrounds with light lettering or symbols are preferred.
 - (3) Internally illuminated panel signs with translucent letters and symbols on an opaque background have no operational time restrictions but should be strongly considered as unnecessary lighting. Internally illuminated panel signs with dark letters and symbols on a white background fall under the category of unnecessary lighting.
 - (4) Examples of necessary outdoor lighting include lighting associated with flag display, safety, and security.
 - (5) After closing hours, businesses must reduce outdoor lighting between the hours of 11:00 p.m. and sunrise by turning off any unnecessary lights. Any business that is open 24 hours a day must comply with the lighting levels set out in this article at all times when it is open for business.
- (g) Local street lighting.
- (1) Local streetlight illumination must follow the guidelines in subsection (3) below unless a licensed professional engineer trained and experienced in the science of illumination engineering deems other illumination levels more appropriate for existing conditions.
 - (2) All standard streetlights must utilize full cutoff optics (FCO) type luminaires that are installed level to the ground in two (2) intersecting perpendicular planes and should be horizontally level in all directions.
 - (3) New ornamental streetlights must be classified as either IES full cutoff or IES cutoff as determined by a valid photometric report. This report must be generated for the specified model by a qualified testing lab (testing to IES standards) and must include a full vertical evaluation up through 180 degrees, otherwise that fixture will be unacceptable.
- (h) Public roadway illumination. To the extent allowed by federal and state law, this section limits luminaries used for public-roadway illumination to a maximum height of 25 feet, the location of which may be positioned at that height up to the edge of any bordering property.
- (i) Tower and structure lighting. Unless otherwise required by the Federal Communications Commission (FCC) or Federal Aviation Administration (FAA), towers or other structures requiring obstructed lighting at night must be of the minimum luminous intensity oscillating red in color.

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- (j) Other prohibited lighting. Unless authorized by City Council for a special event:
- (1) The use of laser source light or any similar high intensity light, such as used for outdoor advertising or entertainment, when projected above the horizontal is prohibited; and
 - (2) The operation of searchlights for advertising purposes is prohibited.

Sec. 3.15.0043 Exemptions

- (a) The following types of outdoor lighting are exempt from the requirements of section 3.15.002:

(1) General. Emergency or Meteorology Use, Unplatted, or Agricultural Use, Outdoor Recreational Facility, Traffic Lights, and Seasonal Decorations.

~~(1)~~ All outdoor lighting in place prior to the effective date of this article;

~~(2)~~ (A) Temporary lighting as needed by police, emergency medical technicians, and fire personnel, or for meteorological data gathering purposes; and

~~(3)~~ (B) Outdoor lighting that is owned or maintained for the purpose of illuminating:

~~(A)~~ (i) A tract of land that is maintained as a single-family residence and that is located outside the boundaries of a platted subdivision;

~~(B)~~ (ii) A tract of land maintained for agricultural use;

~~(C)~~ (iii) An activity that takes place on a tract of land maintained for agricultural use; or

~~(D)~~ (iv) Structures or related improvements located on a tract of land maintained for agricultural use.

(C) Publicly maintained traffic control devices;

(D) Street lights installed prior to the effective date of November 2009 (until replaced as noted in this chapter)

(E) Lighting fixtures and illumination requirements imposed by TxDOT within TxDOT right of way;

(F) Moving vehicle lights;

(G) Navigation lights, e.g., aircraft warning beacons on water storage reservoirs and wireless transmission facilities, required by State or Federal law;

(H) Seasonal decorations with lights in place no longer than sixty (60) days;

~~(b)~~ (2) Usage of luminaires that do not conform with section 3.15.002.

~~(1)~~ (A) Outdoor recreational facilities. No outdoor recreational facility, in all zones, private and public, shall be illuminated by nonconforming means from ~~11~~ 10:00 p.m. local time to sunrise ~~except to conclude a specific recreational activity already in progress.~~

~~(2)~~ (B) Outdoor display lighting. Display lighting using nonconforming outdoor luminaires with metal halide bulbs must not be used for security lighting after ~~11~~ 10:00 p.m. local time to sunrise (or after closing hours if before ~~11~~ 10:00 p.m. local time to sunrise).

~~(c)~~ (3) Maintenance and repair of luminaires that do not conform with section 3.15.003.

Voluntary compliance with the following maintenance, repair, modified an/or upgraded provisions of this article are expected of the citizens of the City in an effort to enhance the military operations at Camp Bullis:

~~(1)~~ (A) Except for lamp replacement, no luminaire should be repaired and/or modified to perpetuate its existence unless the repair and/or modification maintains conformance or makes the luminaire conforming to this article.

(2)(B) If a lamp is available that makes a luminaire conform, or progress towards conformance with this article's required illuminance level, then such a lamp should be utilized when the lamp is replaced.

(3)(C) Spotlights and floodlights, with a total luminous flux greater than 1800 lumens, elevated above the ground on poles or buildings and used for area lighting should be adjusted so that their axis of illumination is at an angle not greater than 20 degrees measured from the vertical line between the fixture and the ground. This subsection applies only to spotlights and floodlights with adjustable mounts and does not apply to outdoor recreational facilities.

(D) Existing Fixtures. Existing fixtures may be adapted to comply with this Code by adding a properly designed hood or shield, or by redirecting any upward-mounted fixture downward onto the ground surface, sign, or illuminated structure.

(b) Temporary exemption. Any individual may submit a written request to the City Manager (or designee) ~~City Council~~ for a temporary exemption from the requirements of this article. The request for the exemption must contain the following information:

- (1) Proposed use and location of the outdoor light requested.
- (2) Type of lamp or lamps to be used, including manufacturer's part number and initial lumens.
- (3) Type of light fixture used, including manufacturer's model number and specification (cut) sheets indicating photometric distribution data stated in isofootcandle diagrams.
- (4) Starting and ending dates for temporary exemption.
- (5) Contact information including name of requester, address and telephone number.

(Ordinance 180 adopted 1/15/09)

Sec. 3.15.0054 Administration

(a) Submittals.

(1) Applications for all building permits other than single-family and duplex residential, or site development permits, including the installation of outdoor lighting fixtures for new development or redevelopment, will provide proof of compliance with this Code. The submittal will contain the following information as part of the site plan:

(A) Plans. Plans indicating the location, type, and height of lighting fixtures, including both building-mounted and ground-mounted fixtures, and details illustrating the foot-candle power measured throughout the site;

(B) Description of the Lighting Fixtures. A description of the lighting fixtures, including lamps, poles or other supports and shielding devices, which may be provided as catalogue illustrations from the manufacturer;

(C) Photometric Data. Photometric data, which may be furnished by the manufacturer, showing the angle of light emission;

(D) Additional information. Additional information may be required by the City Manager (or designee) in order to determine compliance with this Code.

~~(a)~~(b) Enforcement.

- (1) The City Manager (or ~~his~~ designee) shall administer the regulations adopted in this article. ~~(Ordinance 180 adopted 1/15/09; Ordinance 2019-09, Exhibit A(F), adopted 8/1/19)~~
- (2) The officer shall give written notice to the owner of the property on which an outdoor lighting violation as defined in this article exists.

-
- (A) The notice shall state:
 - (i) The specific condition that constitutes a violation; and
 - (ii) That the person receiving notice must correct the violation no later than the 30th day after the date on which the notice is served.
 - (B) Failure to correct the violation will result in a class C misdemeanor being filed.
 - (C) Written notice/violation shall be served on the owner or his agent:
 - (i) In person or by registered or certified mail, return receipt requested;
 - (ii) If personal service cannot be obtained or the address of the owner or his agent is unknown, by posting a copy of the notice on the premises on which the nuisance exists and by publishing the notice in a newspaper with general circulation in the City two (2) times within 10 consecutive days;
 - (iii) If the occupier of the premises is not the owner or his agent, the occupier shall also be served with notice:
 - a. In person or by registered or certified mail; or
 - b. If personal service cannot be obtained, by posting a copy of the notice on the premises.
 - (3) The City may not approve any further plat, permit or plan for any subdivision that installs new street lighting that does not meet the street lighting standards of this article.
 - (b) Violations defined. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve or convert any illumination device of any type, or cause the same to be done, contrary to or in violation of any provision of this article. Any person, firm or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this article is committed, continued, or permitted.
 - (c) Penalties. Any person, firm, corporation, or association violating the provisions of this article shall be cited for a misdemeanor violation, and, upon conviction, shall be fined in any sum not more than five hundred dollars (\$500.00), and each day of continued violation shall be a separate offense.

Sec. 3.15.0065 Variances and Temporary Exemptions

- (a) Variances. City Council may grant a variance to the requirements of this article where a literal enforcement of the provisions will result in unnecessary hardship. A variance request must be submitted to the City Council in writing that sets out the basis for the request. No variance can be granted unless:
 - (1) It will not be contrary to public interest;
 - (2) It will be in harmony with the spirit and purposes of this article;
 - (3) The plight of the owner of the property for which the variance is sought is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial; and
 - (4) The variance will not substantially weaken the general purposes of this article.
- ~~(b) Temporary exemption. Any individual may submit a written request to the City Council for a temporary exemption from the requirements of this article. The request for the exemption must contain the following information:~~
 - ~~(1) Proposed use and location of the outdoor light requested.~~
 - ~~(2) Type of lamp or lamps to be used, including manufacturer's part number and initial lumens.~~

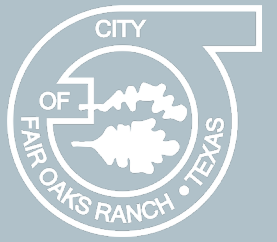
~~(3) — Type of light fixture used, including manufacturer's model number and specification (cut) sheets indicating photometric distribution data stated in isofootcandle diagrams.~~

~~(4) — Starting and ending dates for temporary exemption.~~

~~(5) — Contact information including name of requester, address and telephone number.~~

(Ordinance 180 adopted 1/15/09)

City Council Workshop on Outdoor Lighting



April 2, 2026

Jessica Relucio, ENV SP
City Planner



Introduction/Background

Purpose

- Fix conflicting provisions and remove repetitiveness
- Consolidate provisions into one ordinance

Code History

- 2009 - Outdoor Lighting Ordinance adopted at Camp Bullis' request to regulate outdoor lighting. Ordinance mirrored International Dark Sky standards at the time
- 2019 - Unified Development Code (UDC) adopted additional sections 6.4 (9) and Section 6.8 adopted with the UDC

Code Analysis

Differences

UDC

- Purpose and Intent
- Submittals

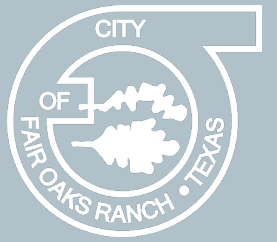
Ordinance

- Definitions
- Variances and Temporary Exemptions

Similarities

UDC & Ordinance

- Exemptions
- Non-residential standards
- Administrative procedures
- Applicability



Code Analysis – Outdoor Recreational Activities

UDC

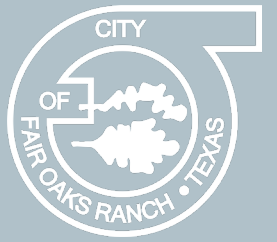
- Sports field lighting, until 10:00 P.M. (Sec. 6.8 (3) h.)

Ordinance

- No outdoor recreational facility shall be illuminated from 11:00 p.m. local time to sunrise except to conclude a specific recreational activity already in progress (Article 3.15 (1))

Staff Recommendation

- No outdoor recreational facility, in all zones, private and public, shall be illuminated from 10:00 P.M.to sunrise
- Define *Outdoor recreational facilities*



Code Analysis – Security Motion Sensors

UDC

- Security lights controlled by sensors for less than 10 minutes on each time (Sec. 6.4 (9) d. ii.)

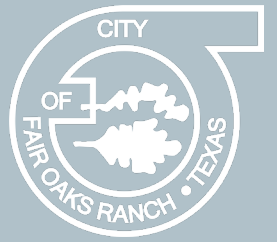
Ordinance

- Residential intermittent lighting must be of the motion sensor type that stays on for a period not to exceed five (5) minutes (Article 3.15.002(c))

Staff Recommendation

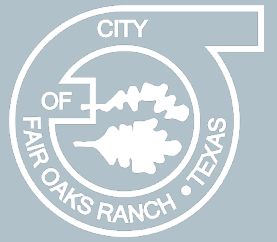
- Illumination for a duration not to exceed five (5) minutes after activation
- Define *Adaptive controls/security lights*

Existing Plan Review Process



- Local regulations and applicable HOA regulations
- UDC Sec. 6.8(4): All building permits, except single-family/duplex, or site development permits, will contain the following
 - Location, type, height, and foot-candle power measured throughout the site
 - Photometric data, which may be furnished by the manufacturer
 - Angle of light emission

International Dark Sky Community

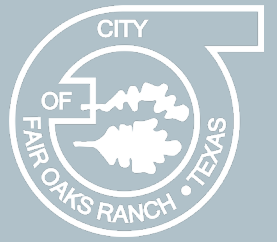


About

- Recognized in municipal codes and state/territory law
- International Dark Sky Community

Process

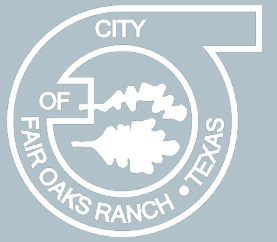
- Three phases
 1. Initial inquiry and eligibility review (45 days)
 2. Formal application involving community engagement and a sky quality survey (1-3 years)
 3. Certification in review (90-150 days)
- Align the City's ordinance to support eligibility and advancement through the process
- Community education



Next Steps

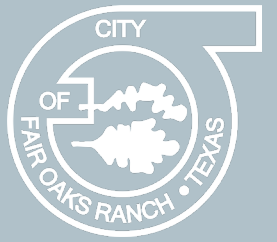
- Planning and Zoning Workshop on the recommendations to consolidate, eliminate conflicting language, and clarify existing language in the UDC and the ordinance
- Planning and Zoning Public Hearing on UDC amendments with a recommendation to City Council
- City Council Public Hearing on UDC amendments
- First reading by City Council on the proposed UDC and ordinance amendments
- Second reading by City Council on the proposed UDC and ordinance amendments

Conclusion



Staff seeks direction from City Council on the Dark Sky application and recommended amendments to the UDC and the ordinance

Backup





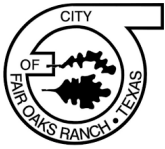
Overall Similarities and Differences

UDC Section 6.8 Outdoor Lighting

1. Purpose and Intent
2. Applicability
 - a. Binding regulations
 - b. Compliance
3. Exemptions
 - a. Types (a. - f.)
4. Submittals
 - a. Plans
 - b. Description of lighting fixtures
 - c. Photometric data
 - d. Additional information
5. General Lighting Standards
 - a. Minimum lighting necessary
 - b. Hooded
 - c. light trespass
 - d. Existing fixtures
 - e. Accent lighting
 - f. Spotlights
6. Specific Nonresidential Lighting Requirements
 - a. Maximum allowable intensity
 - b. Light poles

Ordinance Article 3.15 Outdoor Lighting

1. Definitions
2. Lighting Requirements
 - a. Generally
 - b. Control of glare
 - c. Residential lighting
 - d. Commercial lighting
 - e. Parking lot lighting
 - f. Outdoor advertising signs
 - g. Local street lighting
 - h. Public roadway illumination
 - i. Tower and structure lighting
 - j. Other prohibited lighting
3. Exemptions
 - a. Types
 - b. Usage of nonconforming luminaires
 - c. Maintenance and repair of nonconforming luminaires
4. Administration
 - a. Enforcement
 - b. Violations defined
 - c. Penalties
5. Variances and Temporary Exemptions
 - a. Variances
 - b. Temporary exemption



CITY COUNCIL WORKSHOP CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: 2026 Strategic Plan Update

DATE: April 2, 2026

DEPARTMENT: Administration

PRESENTED BY: Jim Williams, MBA, ICMA-CM, Assistant City Manager

INTRODUCTION / BACKGROUND:

In December 2025, the City initiated its Strategic Plan update to establish clear priorities and direction for the next three to five years. This effort is designed to align City services, resource allocation, and policy direction with the community's needs and expectations.

The purpose of this work session is to:

- Provide City Council with an update on the Strategic Plan process.
- Present the proposed Strategic Goals and Objectives and the draft first-year work plan.
- Receive City Council direction prior to introduction of a resolution adopting the 2026 Strategic Plan.

The City has completed Phase 1 (Initiation), Phase 2 (Engagement and Discovery), and Phase 3 (Issue Identification and Analysis), and is now in Phase 4 (Draft Plan Development). At this stage, the number and scope of goals and objectives is intentionally flexible. As the plan evolves from goals to actionable objectives, Council direction is essential to ensure alignment with community expectations and organizational capacity while ensuring the plan is realistic, implementable, and focused. The purpose of this work session is to facilitate a practical, grounded discussion to confirm the appropriate level of detail and ambition.

Proposed Goals and Objectives by Strategic Priority:

Priority	Goal	Objective
Financial Stewardship	1.1 Maintain a financially resilient organization that supports long-term service delivery	1.1.1 Ensure water and wastewater rates support the operations of the utility
		1.1.2 Evaluate and implement a modern ERP system that meets the City's expanding needs
Responsible Growth Management	2.1 Protect natural resources and promote sustainable development	2.1.1 Evaluate the Oak Wilt program
		2.1.2 Implement a rebate program for tree planting
		2.1.3 Inventory and track the City's tree

		canopy
		2.1.4 Explore water conservation incentives
		2.1.5 Expand public water conservation education
		2.1.6 Evaluate the drought contingency plan
	2.2 Ensure growth is guided by long-range plans and the community's voice through disciplined, proactive planning and consistent policy adherence	2.2.1 Update the Comprehensive Plan and supporting master plans (transportation, drainage, fire/EMS, facilities, water and wastewater)
	2.3 Encourage targeted commercial development that supports community character and needs	2.3.1 Conduct market demand analysis to guide development strategy
2.3.2 Develop a community development strategy in partnership with the Municipal Development District (MDD)		
Reliable Infrastructure	3.1 Ensure reliable water infrastructure and regulatory compliance	3.1.1 Advance priority water system capital improvement projects
		3.1.2 Implement structured valve exercising
		3.1.3 Implement asset inventory program and lifecycle replacement program.
	3.2 Ensure reliable wastewater infrastructure and regulatory compliance	3.2.1 Advance wastewater CIP projects
		3.2.2 Implement and maintain the Edwards Aquifer Recharge Zone (EARZ) inspection program
		3.2.3 Update (or complete) asset inventory and lifecycle replacement planning
	3.3 Increase stormwater resiliency and drainage system effectiveness.	3.3.1 Complete drainage infrastructure inventory and implement maintenance program, prioritized by risk
	3.4 Maintain safe and reliable roadway infrastructure while	3.4.1 Maintain the roadway reconstruction and pavement preservation programs

	enhancing the beauty and welcoming character of public rights-of-way	3.4.2 Maintain the signage and striping inspection program
		3.4.3 Expand and enhance gateway features at key entry points
		3.4.4 Implement a right-of-way beautification program for signature community corridors
	3.5 Ensure reliable and efficient City facilities	3.5.1 Implement the Facilities Master Plan recommendations and asset inventory
		3.5.2 Advance Facilities CIP projects
Public Safety	4.1 Maintain a safe community with high resident confidence in public safety services	4.1.1 Maintain high staffing levels by rapidly filling public safety vacancies
		4.1.2 Maintain high levels of community trust and perceived safety in public safety services
		4.1.3 Expand community outreach and safety programs
	4.2 Ensure reliable Fire and EMS services	4.2.1 Evaluate and maintain Fire/EMS service contract performance requirements.
		4.2.2 Develop a long-term standard of cover plan for fire and EMS services in conjunction with Bexar County Emergency Services District No. 4
	4.3 Maintain effective emergency preparedness	4.3.1 Develop and implement an emergency management testing and training program.
		4.3.2 Develop and maintain a Continuity of Operations Plan (COOP)
Operational Excellence	5.1 Maintain strong regional partnerships and legislative awareness	5.1.1 Develop and adopt an annual legislative agenda
		5.1.2 Expand participation with regional and intergovernmental partners
	5.2 Improve transparency and digital service delivery	5.2.1 Expand online public records access and digital services
		5.2.2 Conduct a comprehensive City website accessibility audit and achieve

		Federal Americans with Disabilities Act website compliance by April 26, 2027
	5.3 Ensure a secure and future-ready technology environment	5.3.1 Identify and implement key Strategic Roadmap items in the IT Master Plan
		5.3.2 Establish an IT lifecycle replacement program
	5.4 Build a high-performing workforce that delivers excellent service	5.4.1 Implement a Learning Management System for training and certifications
		5.4.2 Implement performance management tools for ongoing employee development
		5.4.3 Develop a resilient workforce through succession planning and cross-training
	5.5 Strengthen organizational risk awareness and mitigation	5.5.1 Establish and implement a Citywide risk management framework and risk register
		5.5.2 Conduct periodic internal risk reviews and mitigation updates
	5.6 Maintain a safe workplace and a strong culture of safety	5.6.1 Reduce workplace risk and prevent injuries through hazard identification, safety training, and data-driven analysis
		5.6.2 Establish a formal Safety Coordinator role (internal or external) to manage a Citywide safety program
Community Engagement	6.1 Strengthen community engagement, awareness, and civic participation	6.1.1 Increase resident participation across multiple channels, including surveys, micropolls, forums, and advisory groups, while using periodic surveys to measure satisfaction with City services
		6.1.2 Establish a repeatable, statistically valid Citywide resident satisfaction survey program to track trends and inform decision-making
		6.1.3 Launch a Citizen Leadership Academy to develop an informed and engaged community

		6.1.4 Expand storytelling and digital outreach to effectively communicate City initiatives and outcomes
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Results of 2nd Community Questionnaire

The second Strategic Plan Community Questionnaire reflected broad alignment with the City's proposed priorities, with many residents indicating the framework generally captures what matters most to them. However, that support is often conditional — some residents were seeking clearer definitions, more specificity, and greater transparency around how priorities will be implemented and how decisions will be made. Participation included 486 respondents, with more than 75% completing both survey questions. Sentiment across responses was assessed as being largely neutral to positive, with more critical feedback emerging when residents identified gaps or areas needing additional attention.

Key themes from the feedback:

- **Growth and infrastructure** are closely linked, with residents consistently tying development to water availability, traffic impacts, and overall infrastructure capacity.
- **Community character** remains a central concern, with strong emphasis on preserving the City's small-town feel, managing density, and protecting property values.
- **Quality-of-life infrastructure** emerged as a gap, including walkability (sidewalks and trails), park access, and community gathering spaces.
- **Water strategy, cost/tax impacts, and environmental concerns** (e.g., oak wilt) were frequently cited as areas needing greater focus or clarity.

Overall, the data suggests that while many residents feel their input is reflected at a high level, there is a clear expectation for the next phase to provide more detail, demonstrate how trade-offs will be managed, and show how community feedback is directly shaping the plan.

Proposed 3rd Community Questionnaire

The City is preparing to launch a third and final community questionnaire to validate resident input and identify which proposed goals the community views as highest priority. Feedback from this survey will help staff sequence projects and tasks to best align with the plan objectives. The survey will: (1) ask residents to select their top five priority goals, and (2) assess whether residents feel the City has listened to them throughout the engagement process.

Next Steps

Staff and the project consultant remain on schedule and within the established project scope. The following key milestones will occur over the next five weeks, with the goal of presenting a complete draft Strategic Plan to the City Council for consideration on May 7, 2026.

- Third Community Questionnaire: April 3–17, 2026
- Finalize the 2026 Strategic Plan document by April 24, 2026
- Adopt the 2026 Strategic Plan by Resolution on May 7, 2026

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

A new strategic plan will inform policy decisions and the budget preparation and approval process.

LONGTERM FINANICAL AND BUDGETARY IMPACT:

None.

2026 Strategic Plan

Workshop



April 2, 2026

Jim Williams, MBA, ICMA-CM
Assistant City Manager

Project Update



Agenda for tonight:

1. Schedule update
2. 2nd Engagement Summary
3. DRAFT Goals and Objectives
4. Next steps
5. Council feedback and direction

Questions for City Council



1. Where would you like to see more emphasis, less emphasis, or a different emphasis?
2. Are there goals or objectives you feel are missing?
3. Do the proposed goals and objectives provide enough clarity?

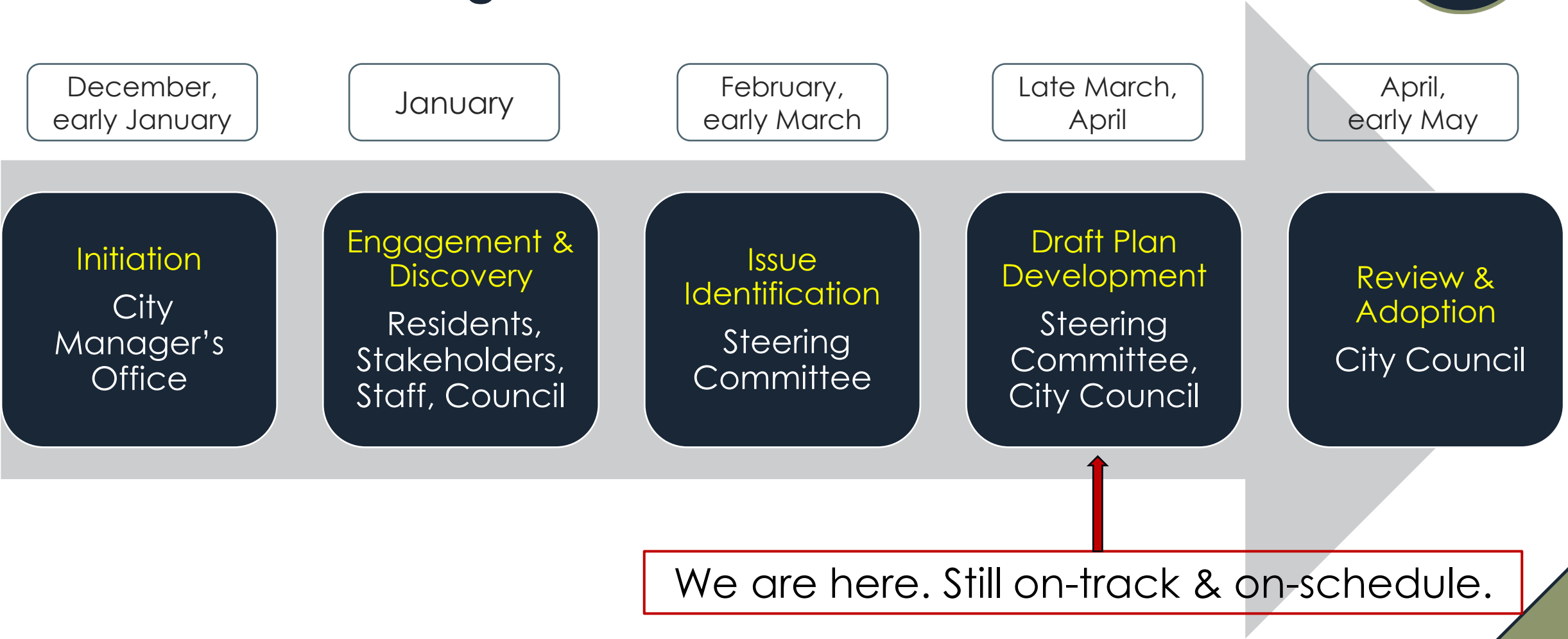
Schedule Update

Five-Phase Planning Framework



Schedule Update

Five-Phase Planning Framework



Strategic Framework

Vision, Mission & Strategic Priorities



Vision	Mission
The ideal place to call home in the Hill Country.	We deliver exceptional public services with pride and responsiveness.

Strategic Priorities

Financial Stewardship

Responsible Growth Management

Reliable Infrastructure

Public Safety

Operational Excellence

Community Engagement

Proposed Goals & Objectives



Financial Stewardship

Goal 1.1

Maintain a financially resilient organization that supports long-term service delivery

Objective 1.1.1

Ensure water and wastewater rates support the operations of the utility

Objective 1.1.2

Evaluate and implement a modern ERP system that meets the City's expanding needs

Proposed Goals & Objectives



Responsible Growth Management

Goal 2.1

Protect natural resources and promote sustainable development

Objective 2.1.1

Evaluate the Oak Wilt program

Objective 2.1.2

Implement a rebate program for tree planting

Objective 2.1.3

Inventory and track the City's tree canopy

Objective 2.1.4

Explore water conservation incentives

Proposed Goals & Objectives



Responsible Growth Management

Goal 2.1 (con't)

Protect natural resources and promote sustainable development

Objective 2.1.5

Expand public water conservation education

Objective 2.1.6

Evaluate the drought contingency plan

Proposed Goals & Objectives



Responsible Growth Management

Goal 2.2

Ensure growth is guided by long-range plans and the community's voice through disciplined, proactive planning and consistent policy adherence

Objective 2.2.1

Update the Comprehensive Plan and supporting master plans (transportation, drainage, fire/EMS, facilities, water and wastewater)

Proposed Goals & Objectives



Responsible Growth Management

Goal 2.3

Encourage targeted commercial development that supports community character and needs

Objective 2.3.1

Conduct market demand analysis to guide development strategy

Objective 2.3.2

Develop a community development strategy in partnership with the Municipal Development District (MDD)

Proposed Goals & Objectives



Reliable Infrastructure

Goal 3.1

Ensure reliable water infrastructure and regulatory compliance

Objective 3.1.1

Advance priority water system capital improvement projects

Objective 3.1.2

Implement structured valve exercising

Objective 3.1.3

Implement asset inventory program and lifecycle replacement program

Proposed Goals & Objectives



Reliable Infrastructure

Goal 3.2

Ensure reliable wastewater infrastructure and regulatory compliance

Objective 3.2.1

Advance wastewater CIP projects

Objective 3.2.2

Implement and maintain Edwards Aquifer Recharge Zone (EARZ) inspection program

Objective 3.2.3

Update (or complete) asset inventory and lifecycle replacement planning

Proposed Goals & Objectives



Reliable Infrastructure

Goal 3.3

Increase stormwater resiliency and drainage system effectiveness

Objective 3.3.1

Complete drainage infrastructure inventory and implement maintenance program, prioritized by risk

Proposed Goals & Objectives



Reliable Infrastructure

Goal 3.4

Maintain safe and reliable roadway infrastructure while enhancing the beauty and welcoming character of public rights-of-way

Objective 3.4.1

Maintain the roadway reconstruction and pavement preservation programs

Objective 3.4.2

Maintain the signage and striping inspection program

Objective 3.4.3

Expand and enhance gateway features at key entry points

Objective 3.4.4

Implement a right-of-way beautification program for signature community corridors

Proposed Goals & Objectives



Reliable Infrastructure

Goal 3.5

Ensure reliable and efficient City facilities

Objective 3.5.1

Implement the Facilities Master Plan recommendations and asset inventory

Objective 3.5.2

Advance Facilities CIP projects

Proposed Goals & Objectives



Public Safety

Goal 4.1

Maintain a safe community with high resident confidence in public safety services

Objective 4.1.1

Maintain high staffing levels by rapidly filling public safety vacancies

Objective 4.1.2

Maintain high levels of community trust and perceived safety in public safety services

Objective 4.1.3

Expand community outreach and safety programs

Proposed Goals & Objectives



Public Safety

Goal 4.2

Ensure reliable Fire and EMS services

Objective 4.2.1

Evaluate and maintain Fire/EMS service contract performance requirements

Objective 4.2.2

Develop a long-term standard of cover plan for fire and EMS services in conjunction with Bexar County Emergency Services District No. 4

Proposed Goals & Objectives



Public Safety

Goal 4.3

Maintain effective emergency preparedness

Objective 4.3.1

Develop and implement an emergency management testing and training program

Objective 4.3.2

Develop and maintain a Continuity of Operations Plan (COOP)

Proposed Goals & Objectives



Operational Excellence

Goal 5.1

Maintain strong regional partnerships and legislative awareness

Objective 5.1.1

Develop and adopt an annual legislative agenda

Objective 5.1.2

Expand participation with regional and intergovernmental partners

Proposed Goals & Objectives



Operational Excellence

Goal 5.2

Improve transparency and digital service delivery

Objective 5.2.1

Expand online public records access and digital services

Objective 5.2.2

Conduct comprehensive City website accessibility audit and achieve Federal Americans with Disabilities Act website compliance by April 26, 2027

Proposed Goals & Objectives



Operational Excellence

Goal 5.3

Ensure a secure and future-ready technology environment

Objective 5.3.1

Identify and implement key Strategic Roadmap items in the IT Master Plan

Objective 5.3.2

Establish an IT lifecycle replacement program

Proposed Goals & Objectives



Operational Excellence

Goal 5.4

Build a high-performing workforce that delivers excellent service

Objective 5.4.1

Implement a Learning Management System for training and certifications

Objective 5.4.2

Implement performance management tools for ongoing employee development

Objective 5.4.3

Develop a resilient workforce through succession planning and cross-training

Proposed Goals & Objectives



Operational Excellence

Goal 5.5

Strengthen organizational risk awareness and mitigation

Objective 5.5.1

Establish and implement a Citywide risk management framework and risk register

Objective 5.5.2

Conduct periodic internal risk reviews and mitigation updates

Proposed Goals & Objectives



Operational Excellence

Goal 5.6

Maintain a safe workplace and a strong culture of safety

Objective 5.6.1

Reduce workplace risk and prevent injuries through hazard identification, safety training, and data-driven analysis

Objective 5.6.2

Establish a formal Safety Coordinator role (internal or external) to manage a Citywide safety program

Proposed Goals & Objectives



Community Engagement

Goal 6.1

Strengthen community engagement, awareness, and civic participation

Objective 6.1.1

Increase resident participation across multiple channels, including surveys, micropolls, forums, and advisory groups, while using periodic surveys to measure satisfaction with City services

Objective 6.1.2

Establish a repeatable, statistically valid Citywide resident satisfaction survey program to track trends and inform decision-making

Proposed Goals & Objectives



Community Engagement

Goal 6.1 (con't)

Strengthen community engagement, awareness, and civic participation

Objective 6.1.3

Launch a Citizen Leadership Academy to develop an informed and engaged community

Objective 6.1.4

Expand storytelling and digital outreach to effectively communicate City initiatives and outcomes



Next Steps

- 3rd community questionnaire
 - April 3rd through 17th
- Steering Committee Finalize Plan Document
 - Through April 24th
- City Council Consideration
 - May 7th

Proposed 3rd Community Questionnaire



Goal: capture community priorities, validate whether residents feel heard

Structure: 2 questions (total)

- 1. Which goals should be the City's highest priorities over the next 2-3 years? (rank top five)*
- 2. Do you feel the City listened to community input during the strategic planning process? (Yes, Somewhat, No)*



Council Feedback & Direction