



CITY OF FAIR OAKS RANCH

CITY COUNCIL REGULAR MEETING

Thursday, November 18, 2021 at 6:30 PM

City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch

AGENDA

OPEN MEETING

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

CITIZENS and GUEST FORUM

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

3. Citizens to be heard.

CONSENT AGENDA

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

4. Approval of the November 4, 2021 Regular City Council meeting minutes.

Christina Picioccio, City Secretary

5. Approval of a Final Plat request from Elkhorn Ridge SA, LLC for Elkhorn Ridge Unit 8 proposing 27 single-family residential lots, generally located north of the intersection of Dietz Elkhorn Road and Elkhorn Ridge, City of Fair Oaks Ranch, Texas.

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

6. Approval of the second reading of an Ordinance amending the City's Code of Ordinances, Chapter 3, Article 3.01, Sec. 3.01.004 establishing construction hours of operation for new construction, additions, and alterations within the City of Fair Oaks Ranch.

Jim Earl, Building Official

CONSIDERATION/DISCUSSION ITEMS

7. Consideration and possible action approving a Resolution casting votes for candidates for the Board of Directors for Bexar and Comal Appraisal Districts for tax years 2022 and 2023.

Gregory C. Maxton, Mayor
Laura Koerner, Council Member Place 4

8. Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement for engineering services with K Friese & Associates, Inc. for engineering services for the Old Fredericksburg Road Water Line Relocation Project (CIP# 21W).

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

9. Consideration and possible action authorizing the City Manager to sign a Construction Agreement with MGB Construction, Inc. for the Water Plant 2 Upgrades Project (CIP# 1W).

Clayton Hoelscher, Procurement Manager

10. Consideration and possible action approving recommendations to present to the Boerne, Fair Oaks Ranch, and Kendall County Transportation Committee.

Tobin E. Maples, AICP, City Manager

REPORTS FROM STAFF AND COMMITTEES

11. Quarterly Investment Report.

Summer Fleming, Interim Finance Director

12. Golf cart public safety education initiative.

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications
Tim Moring, Police Chief

REQUESTS AND ANNOUNCEMENTS

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

CONVENE INTO EXECUTIVE SESSION

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

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

16. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
17. Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs. Edward I. Hill, Robert E. Heckendorn, Craig M. Luitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.

Sec. 551.074 (Personnel Matters)

18. To discuss the hiring of an Assistant City Manager.

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

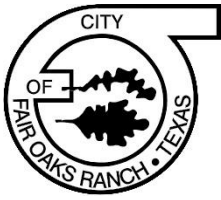
Signature of Agenda Approval: s/Tobin E. Maples

Tobin E. Maples, City Manager

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

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, November 15, 2021 and remained so posted continuously for at least 72 hours before said meeting was convened.

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



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, November 04, 2021 at 6:30 PM

City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

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

Council Absent: Council Member Elizondo

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

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

CITIZENS and GUEST FORUM

3. Citizens to be heard:

Adam Blanchard, candidate for Texas House of Representatives, District 122, spoke of his background and asked for the community's support in his race.

Christopher Gilfillan spoke about the wastewater and how bonds are unfair to residents in gated communities. He also reminded all present of the Veteran's Day event scheduled for 5:30PM at Vestal Park.

Nolan Kuehn spoke of his desire to see a mixed use/multipurpose trail between Fair Oaks Ranch and Boerne for the safety of pedestrians and cyclists.

Lee Wheeler told Council of his experiences with aggressive motorists and accidents he has had while cycling and urged Council to consider a mixed use/multipurpose trail.

PRESENTATIONS

4. Joanna Merrill, IPMA-SCP, Director of Human Resources & Communications and Mayor Gregory C. Maxton recognized Mike Davis, Maintenance Department Supervisor, on his retirement.
5. Joanna Merrill, IPMA-SCP, Director of Human Resources & Communications recognized Scott Davis, Building Inspector for being awarded Employee of the Quarter.
6. Mayor, Gregory C. Maxton read a proclamation for National Court Week, November 1-5, 2021.
7. Mike Garza, P.E., PTOE, RSP1, General Engineering Consultant, of Legacy Engineering provided to Council an update on Road Maintenance and Safety Improvements.

CONSENT AGENDA

8. **Approval of the October 21, 2021 Regular City Council meeting minutes.**

9. **Approval of the October 25, 2021 Special City Council meeting minutes.**

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

VOTE: 6-0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

10. **Consideration and possible action to approve the City's proposed 5-year Streets Capital Improvement Plan.**

MOTION: Made by Council Member Parker, seconded by Council Member Stroup, to approve the proposed FY 2022-27 Roadway Capital Improvement Plan.

VOTE: 6-0; Motion Passed.

11. **Consideration and possible action approving the first reading of an Ordinance amending the City's Code of Ordinances, Chapter 3, Article 3.01, Sec. 3.01.004 establishing construction hours of operation for new construction, additions, and alterations within the City of Fair Oaks Ranch.**

MOTION: Made by Council Member Koerner, seconded by Council Member Muenchow, to approve the first reading of an Ordinance amending the Code of Ordinances, Chapter 3, Article 3.01, Sec. 3.01.004 establishing construction hours of operation for new construction, additions, and alterations.

AMENDMENT: Made by Council Member Koerner, seconded by Council Member Muenchow, to amend section 301.004 (f) to include an update to the hours in the Ordinance from "before 7:00 a.m. or after 7:00 p.m. on any day of the week" to "before 7:00 a.m. or after 7:00 p.m. on any weekday, before 8:00 a.m. or after 7:00 p.m. on Saturday, and before 9:00 a.m. or after 7:00 p.m. on Sunday".

VOTE ON AMENDMENT: 6-0; Motion Passed.

VOTE ON MOTION: 6-0; Motion Passed.

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

MOTION: Made by Council Member Koerner, seconded by Council Member Muenchow, to authorize the City Manager to sell, auction or dispose of equipment declared as surplus by the most practical and profitable means.

VOTE: 6-0; Motion Passed.

REQUESTS AND ANNOUNCEMENTS**13. Announcements and reports by Mayor and Council Members:**

Council Member Koerner provided an update from the Bexar County ESD 4 Meeting. Construction of the Fire House is ongoing and behind schedule. A new policy has been implemented to have a Lieutenant and Captain present on every shift.

14. Announcements by the City Manager:

City Manager Maples congratulated the Police Department for a successful Halloween Trunk or Treat. He also reminded all present of the special meeting to discuss the City Council Rules of Procedure at 6 P.M. on November 16, 2021. Court Security Committee meetings will begin soon with Judge Keller.

15. Request by Mayor and Council Members that items be placed on a future City Council agenda:

N/A

CONVENE INTO EXECUTIVE SESSION

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

City Council did not into Executive Session regarding:

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

17. Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs. Edward I. Hill, Robert E. Heckendorn, Craig M. Luitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.

City Council convened into Executive Session at 8:20 PM regarding:

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

16. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.**Sec. 551.072 (Deliberation regarding real property)****18. To deliberate the purchase, exchange, lease, or value of real property that may be considered for future location of an elevated storage tank.**

Sec. 551.074 (Personnel Matters)

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

RECONVENE INTO OPEN SESSION

Mayor Maxton reconvened into Open Session at 9:49 PM.

MOTION: Made by Mayor Maxton, seconded by Council Member Muenchow, to approve the amended City Manager’s employment agreement which includes an extension of his employment for six years with no changes to his salary at the request of the City Manager.

VOTE: 6-0; Motion Passed.

ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:54 P.M.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
November 18, 2021

AGENDA TOPIC: Approval of a Final Plat request from Elkhorn Ridge SA, LLC for Elkhorn Ridge Unit 8 proposing 27 single-family residential lots, generally located north of the intersection of Dietz Elkhorn Road and Elkhorn Ridge, City of Fair Oaks Ranch, Texas

DATE: November 18, 2021

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: (Consent) Katherine Schweitzer, P.E., Manager, Engineering Services

SUMMARY:

The purpose of this Final Plat is to create 27 residential lots, 1 private street (Slate Creek) that will also be maintained as underground utility easements. The lot sizes range from 0.15 acres to 0.29 acres and the minimum lot width of the lots being platted in this phase is 55 feet.

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

BACKGROUND:

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

The Master Plan (**Exhibit B**) approved as part of the agreement contained the following breakdown that was in conflict with the text of the agreement mentioned above.

	LOT SIZES			
	55' <	55' – 64'	65' – 84'	85' >
UNIT 1	25	28	38	3
UNIT 2	24	13	38	12
UNIT 3	25	19	27	9
UNIT 4	47	4	–	–
TOTAL	121	64	103	24

Source: Development Agreement dated 2014

Attached **Exhibit C** shows the location of the area being platted in relation to the entire Elkhorn Ridge development. **Exhibit D** shows the current status of the development, number and size of lots, lot configuration, recordation data, and construction status. A detailed breakdown of the

development progress of the various units, summarized below in Table 1, shows the latest information provided by the applicant.

Table 1: Elkhorn Ridge Development Construction Status

Status	Constructed	In Progress	Future
Units	1, 2, 3, 5, 6A, 9	6B	4, 7, 8
Number of lots	199	22	71

Based on a comparative analysis of the development agreement and the subdivision progress provided by the applicant, the lot breakdown and status is summarized in the Table 2 below. Information provided by the applicant indicates that the last Section U4 will contain 7.42 acres and will be platted with 26 lots of 65' lot width. **(Exhibit D)**

Table 2: Comparative Analysis of the Development Agreement and Updated Master Plan

Lot Size	Total permitted in the Development Agreement text	Total shown in the map attached to the Development Agreement	Applicant's proposed Master Plan of October 2021	Number of lots platted w/o U4 (the only remaining section to be platted)	Number of lots proposed to be platted in U4	Total number including proposed lots in U4
Min. 55' wide lots	148	185 (0'-64') No min. lot width)	134	134	0	134
Min. 65' wide lots	91	103 (65'-84' wide lots)	114	88	26	114
Min. 80' wide lots	72	24 (min. 85' wide)	44	44	0	44
Total	311	312	292	266	26	292

At the September 16, 2021 Planning and Zoning Commission (P & Z) meeting, the P & Z reviewed the Preliminary Plat for Section U 7 and discussed the distribution of lots and lot sizes, based on the comparative analysis of the text contained in the development agreement, the table provided on the concept plan of the development agreement, and the subdivision progress provided by the applicant. P & Z pointed out that the agreement language was confusing, especially since the categories in the agreement text did not match the categories in the table that was included in the approved concept plan and sought legal advice. Attorney Cynthia Trevino stated that it was the applicant's responsibility to meet the terms of the agreement. The P & Z discussed that including all 80' lots in the last unplatted Unit 4 (U4) would make the lot distribution closer to the intent of the text of the agreement as only forty-four (44) of the seventy-two (72) lots of 80' lot width stipulated in the agreement text had been platted.

As per the Open Space Plan (**Exhibits E and F**), Unit 8 does not have to meet any open space requirement.

Exhibit G shows an aerial view of the Elkhorn Ridge development. The street providing access to this subdivision is constructed and has been accepted by the City. A Tree Plan is not required as there are no trees on the subject tract.

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

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

During their November 10, 2021 meeting the Planning & Zoning Commission recommended approval of the Final Plat request from Elkhorn Ridge SA, LLC for Elkhorn Ridge Unit 8 proposing 27 single-family residential lots with the following conditions:

1. Resolve the issue regarding the discrepancy in the area of the parcel between the tax certificate and plat prior to recordation.
2. Provide the date of revision on the Master Plan.
3. Correct the name of the owner on the plat to match the title report, tax records, and Universal Application.

The motion passed unanimously (6-0).

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

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

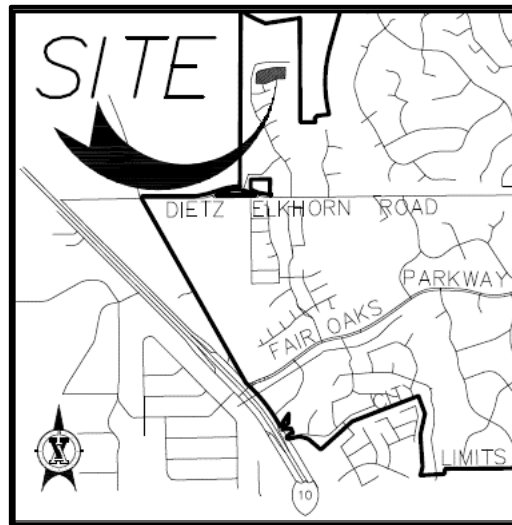
LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

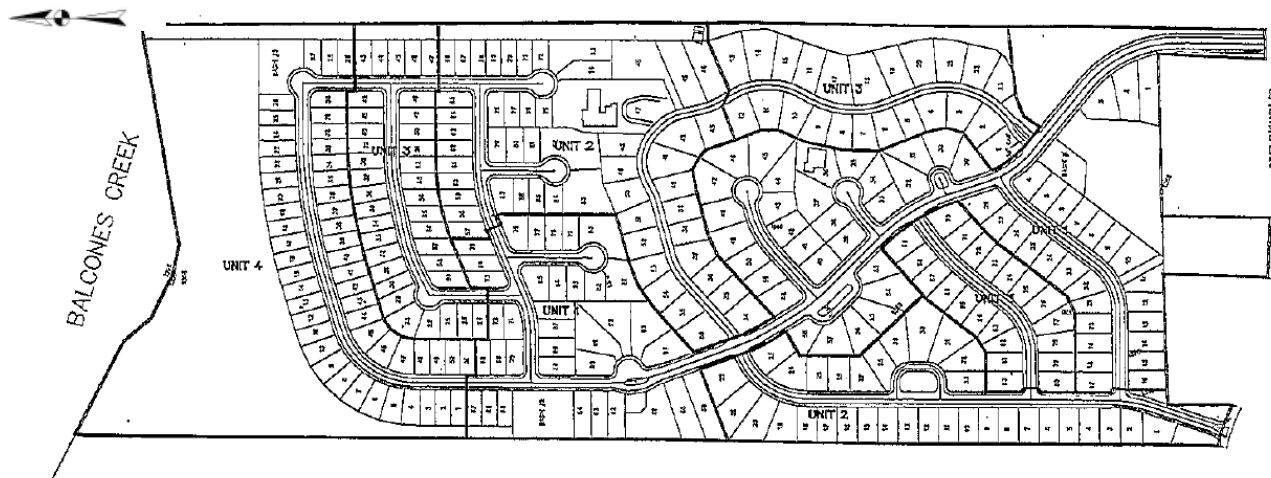
PROPOSED MOTION:

(Consent Agenda) I move to approve the Final Plat request from Elkhorn Ridge SA, LLC for Elkhorn Ridge Unit 8 proposing 27 single-family residential lots with the conditions:

1. Resolve the issue regarding the discrepancy in the area of the parcel between the tax certificate and plat prior to recordation.
2. Provide the date of revision on the Master Plan.
3. Correct the name of the owner on the plat to match the title report, tax records, and Universal Application.)

Exhibit A: Elkhorn Ridge Unit 8 Site Location Map

Source: Provided by the applicant

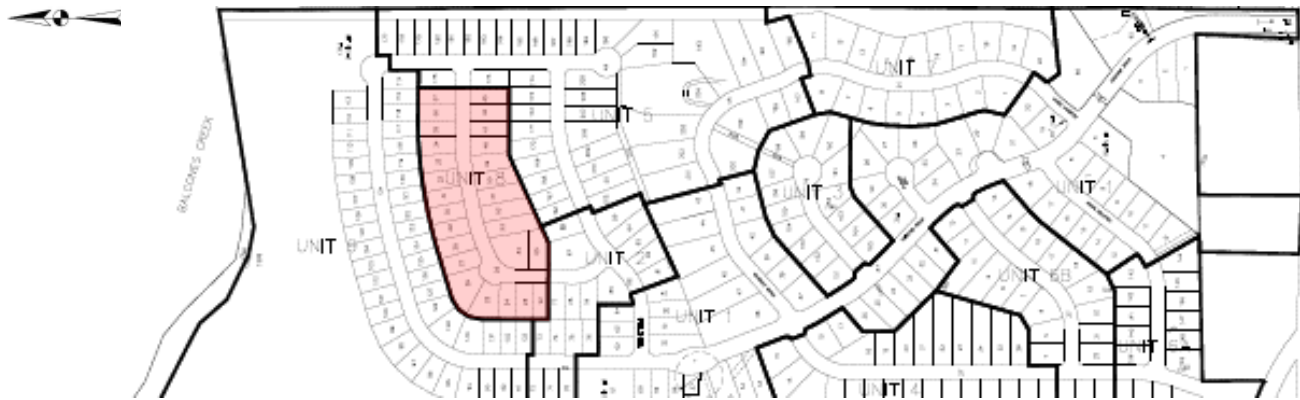
Exhibit B: Elkhorn Ridge Subdivision Master Plan

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

UNIT 2	87	8,300	4,060
UNIT 3	80	6,080	2,970
UNIT 4	51	3,020	1,470
TOTAL	318	28,720	14,120

Source: Development Agreement dated 2014

Exhibit C: Elkhorn Ridge Subdivision Master Plan (Unit 8 Highlighted)



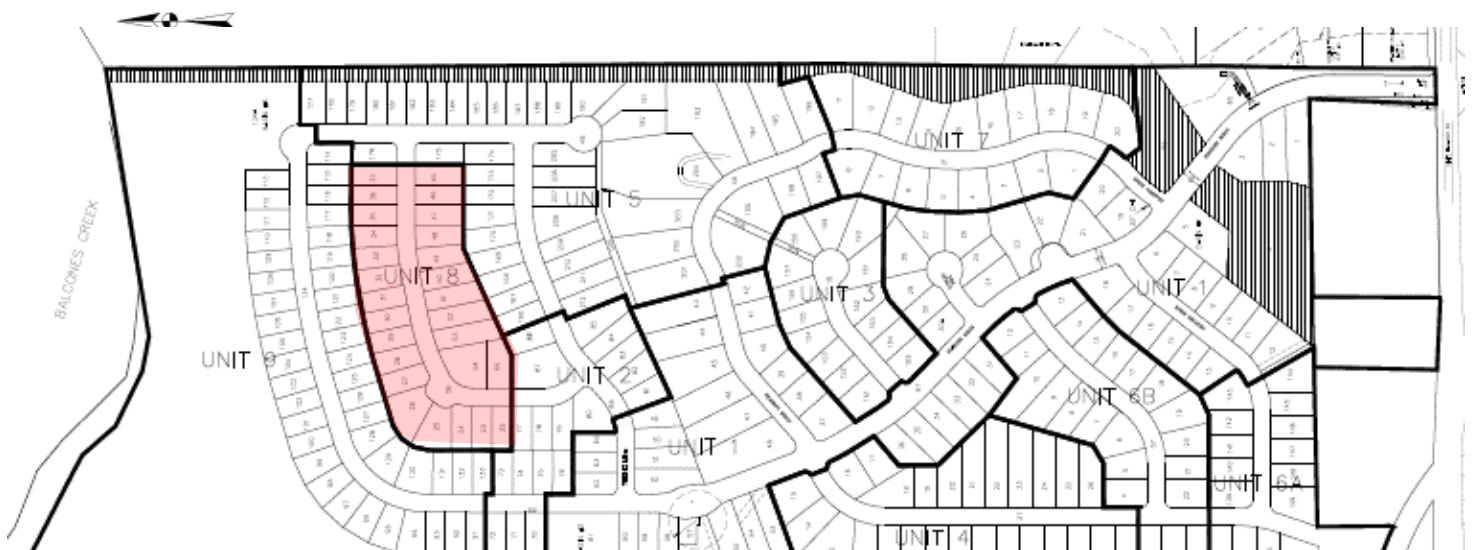
Source: Provided by the applicant

Exhibit D: Elkhorn Ridge Subdivision - Progress Summary Table Provided by the Applicant (October 2021)

	U 1	U 2	U 3	U 4	U 5	U 6A	U 6B	U 7	U 8	U 9	TOTAL
AREA(AC)	28.72	4.35	3.92	7.42	16.28	4.36	5.94	7.07	5.98	23.90	107.94
55' LOTS	134	11	—	—	35	—	—	—	27	43	
65' LOTS	114	36	—	15	26	—	15	22	—	—	
80' LOTS	44	14	—	—	12	—	—	18	—	—	
TOTAL	292	61	18	15	26	47	15	22	18	27	43
RECORDING DATA	V 9682/P 179	V 9714/P 123	V 20001/P 224	FUTURE	V 20002/P 621	V 20001/P 1443	APPROVED NOT RECORDED	PENDING APPROVED	PENDING APPROVED	V 20001/P 1245	
CONSTRUCTION STATUS	COMPLETED	COMPLETED	COMPLETED	FUTURE	COMPLETED	COMPLETED	COMPLETED	FUTURE	FUTURE	COMPLETED	

TOTAL ROAD = 13,450 L.F.

Exhibit E: Elkhorn Ridge Subdivision Open Space Plan (Unit 8 Highlighted)



OPEN SPACE LEGEND



Source: Provided by the applicant

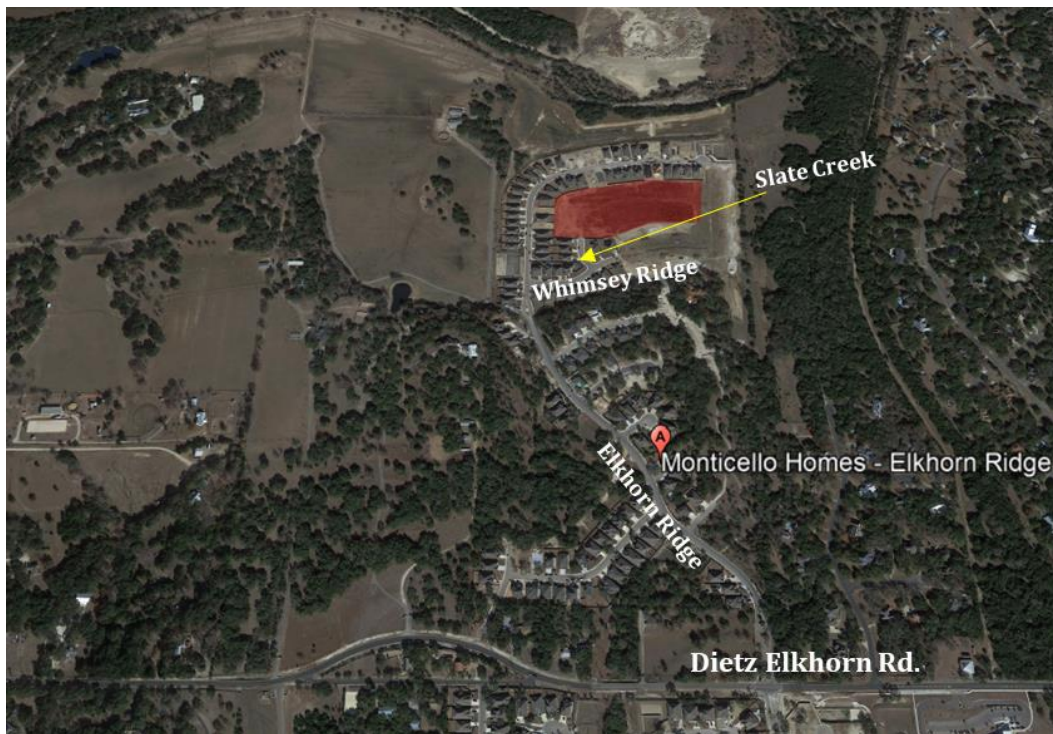
Exhibit F: Open Space Requirement

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

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

Source: Provided by the applicant

Exhibit G – Elkhorn Ridge Subdivision Aerial View (Unit 8 Highlighted)



Attachments:

1. Universal Application
2. S11 Final Plat Specific Application Form
3. Letter of Intent
4. Elkhorn Ridge Unit 8 Subdivision Final Plat
5. Elkhorn Ridge Masterplan
6. Elkhorn Ridge Open Space Exhibit



City of Fair Oaks Ranch

Attachment 1

Item #5.

7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

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

UNIVERSAL APPLICATION (FORM UA)

All applications must be submitted with:

(1) A complete **Universal Application** form (2 pages), and

(2) A complete **Specific Application Form** with all materials listed in the checklist for the specific application.

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

DEVELOPMENT INFORMATION

Project Name/Address/Location: Elkhorn Ridge Unit 8 Acreage: 5.94
Brief Description of Project: To create lots for a residential subdivision
Is property platted? ☒ No ☐ Yes Subdivision name: N/A No. of Lots: 27
Recordation #: _____ Parcel(s) Tax ID#: 252121
Existing Use: Undeveloped Proposed Use: Single Family Residential Development
Current Zoning: Existing Residential One Proposed Zoning: Existing Residential One
Occupancy Type: _____ Sq. Ft: _____ Bed #: _____ Bath #: _____ Car Garage #: _____
Water System ☐ Well ☒ Public Flood Zone: ☐ Yes ☒ No Sewer System: ☐ Septic ☒ Public

PROPERTY OWNER INFORMATION

Owner: Elkhorn Ridge SA LLC Contact Name: Lloyd A. Denton, Jr.
Address: 11 Lynn Batts Lane, Suite 100 City/State/ZIP: San Antonio, Texas 78218
Phone: (210) 828-6131 Email: plats@bitterblue.com

APPLICANT INFORMATION

Applicant/Developer: Elkhorn Ridge SA, LLC Contact Name: Lloyd A. Denton, Jr.
Address: 11 Lynn Batts Lane, Suite 100 City/State/ZIP: San Antonio, Texas 78218
Phone: (210) 828-6131 Email: plats@bitterblue.com

KEY CONTACT INFORMATION

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

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

Signature: [Signature] Date: 10-18-21
(Signed letter of authorization required if the application is signed by someone other than the property owner)

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

DATE REC'D: _____ BY: _____

FEES PAID: _____ APPROVED BY: _____

DATE APPROVED: _____

APPLICATION/PERMIT NO: _____ EXP DATE: _____

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

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

(Section 3.9 of the UDC)

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

Subdivision and Property Development Related

(Section 3.8 of the UDC)

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

Site Development Related

(Section 3.9 of the UDC)

- ☐ Vested Rights Verification Letter
☐ Zoning Verification Letter
☐ Written Interpretation of the UDC
☐ Temporary Use Permit* - Form S14
☐ Special Exception* - Form S15
☐ Site Development Permit* (Site Plan Review) - Form S16
☐ Floodplain Development Permit* - Form S17
☐ Stormwater Permit* - Form S18
☐ Certificate of Design Compliance* - Form S19

Appeal of an Administrative Decision

- ☐ Zoning ☐ Others

Variance

- ☐ Policy ☐ Judicial* - Form S20

☐ Sign Special Exception/Appeal to an Administrative Decision

☐ Administrative Exception

☐ Permit for Repair of Non-Conforming Use/Building

☐ Letter of Regulatory Compliance

☐ On-Site Sewage Facility Permit (OSSF)

☐ Certificate of Occupancy (CO)* - Form S21

☐ Relief from Signage Regulations

☐ Group Living Operation License* - Form S22

☐ Grading/Clearance Permit - Form S23
Building Permits Related**Commercial**

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

Residential

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

Others

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

Inspections

- ☐ Mechanical ☐ Electrical
☐ Plumbing ☐ Building
☐ Others _____

Water- Wastewater Service

- ☐ Connect/ Disconnect Form* - Form S39

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

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

Application Checklist for all Applications

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

N/A Application Processing Fees and other application fees.

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

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

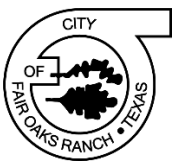
N/A Site plan and shapefile drawings (if applicable) for the property

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

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

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

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



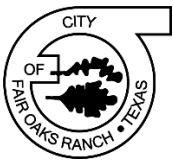
S11

SPECIFIC APPLICATION FORM - FINAL PLAT

Section 3.8 (5) of the Unified Development Code

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

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



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

Note: Removal of Protected trees need approval by staff

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

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

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

VICKREY & ASSOCIATES, LLC
CONSULTING ENGINEERS

October 4, 2021
Revised October 28, 2021

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

Re: Elkhorn Ridge Unit 8
Plat Submittal
V&A Project No. 2742-008-051

Dear Ms. Schweitzer,

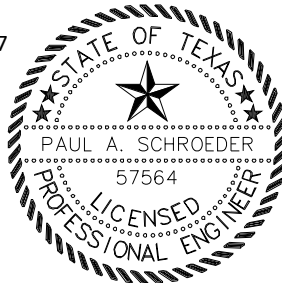
This submittal is to subdivide 5.939 acres of land out of tracts conveyed by signed warranty deeds recorded in Volume 16450, Page 2034, Volume 16540, Page 2155, and Volume 16453, Page 300, Real Property Records of Bexar County, Texas. The Elkhorn Ridge Unit 8 subdivision will contain 27 lots.

Sincerely,

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



Paul A. Schroeder, PE, RPLS
Residential Division Manager



PAS/ksh



FINAL

SUBDIVISION PLAT ESTABLISHING

ELKHORN RIDGE UNIT 8

BEING 5.939 ACRES OF LAND OUT OF TRACTS CONVEYED IN WARRANTY DEEDS RECORDED IN VOLUME 16450, PAGE 2034, VOLUME 16540, PAGE 2155, AND VOLUME 16453, PAGE 300, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, ALL SAID TRACTS BEING OUT OF THE JOSE RAMON AROCHA SURVEY NO. 171, ABSTRACT NO. 24, COUNTY BLOCK 4708, CITY OF FAIR OAKS RANCH BEXAR COUNTY, TEXAS.

REASON FOR FINAL PLAT:
TO CREATE 27 RESIDENTIAL LOTS, 1 PARCEL (CONTAINING 1 PRIVATE STREET) TOTALING 5.939 ACRES.

VICKREY & ASSOCIATES, LLC.

CONSULTING ENGINEERS

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

IMPACT FEE PAYMENT DUE : "SAWS"

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

FIRE FLOW NOTE:

IN AN EFFORT TO MEET THE CITY OF FAIR OAKS RANCH'S FIRE FLOW REQUIREMENTS FOR THE PROPOSED RESIDENTIAL DEVELOPMENT, THE PUBLIC WATER MAIN SYSTEM HAS BEEN DESIGNED FOR A MINIMUM FIRE FLOW DEMAND OF 1500 GPM AT 25 PSI RESIDUAL PRESSURE. THE FIRE FLOW REQUIREMENTS FOR INDIVIDUAL STRUCTURES WILL BE REVIEWED DURING THE BUILDING PERMIT PROCESS IN ACCORDANCE WITH THE PROCEDURES SET FORTH BY THE CITY OF FAIR OAKS RANCH.

SAWS DEDICATION NOTE:

THE DEVELOPER DEDICATES THE SANITARY SEWER AND/OR WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM.

WASTEWATER EDU NOTE:

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM.

SAWS HIGH PRESSURE NOTE:

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

STATE OF TEXAS

COUNTY OF BEXAR

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

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

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
LLOYD A. DENTON, JR.,

WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

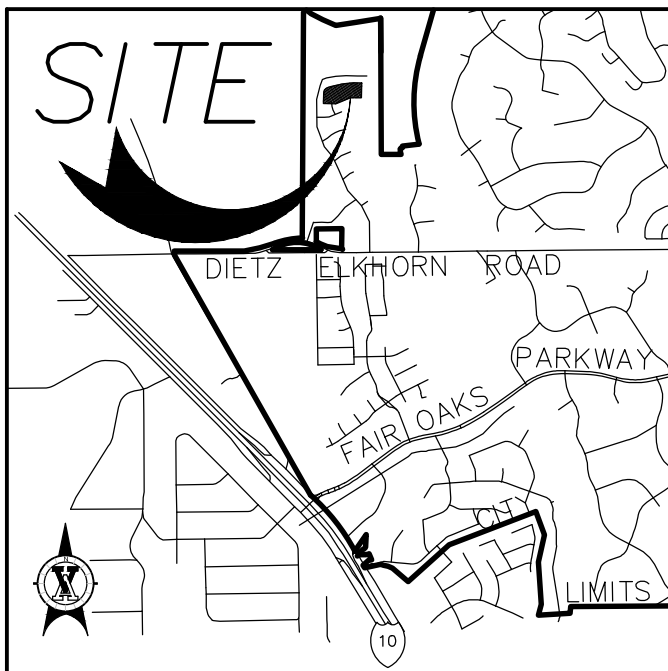
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____
A.D., _____

NOTARY PUBLIC
STATE OF TEXAS

THIS FINAL PLAT OF ELKHORN RIDGE UNIT 8 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL DATED THIS _____ DAY OF _____ A.D. _____

BY: _____ MAYOR

BY: _____ CITY SECRETARY



LOCATION MAP
NOT TO SCALE

PRIVATE STREET DESIGNATION NOTE:

PARCEL 912 (SLATE CREEK) IS A PRIVATE STREET AND IS DESIGNED AS AN UNDERGROUND PUBLIC WATER AND PUBLIC SANITARY SEWER, STORM SEWER, AND UTILITY EASEMENT.

ZONING DESIGNATION NOTE:

THIS PLAT AREA IS CURRENTLY ZONED AS EXISTING RESIDENTIAL ZONE 1.

FLOODPLAIN VERIFICATION:

NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP 4809100085 EFFECTIVE DATE AUGUST 28, 2017. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.

EASEMENT NOTES

ALL PROPERTIES DESIGNATED AS EASEMENTS SHALL OR MAY BE UTILIZED FOR THE FOLLOWING PURPOSES:

DRAINAGE EASEMENT:

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

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

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

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

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

STATE OF TEXAS
COUNTY OF BEXAR

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

VICKREY & ASSOCIATES, INC.
BY: PAUL A. SCHROEDER, R.P.L.S.

STATE OF TEXAS
COUNTY OF BEXAR

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

VICKREY & ASSOCIATES, INC.
BY: PAUL A. SCHROEDER, R.P.E.

STATE OF TEXAS
COUNTY OF BEXAR

LEGEND

- FOUND 1/2" IRON ROD WITH CAP STAMPED "ACES"
- FOUND 1/2" IRON ROD WITH CAP STAMPED "VICKREY PROP COR"
- D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- 740 EXISTING CONTOURS
- 740 PROPOSED CONTOURS
- ESMT EASEMENT
- R.O.W. RIGHT OF WAY
- EX EXISTING
- VOL VOLUME
- PG. PAGE
- BLK BLOCK
- CB COUNTY BLOCK
- AC. ACRES
- CL CENTERLINE
- 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT

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

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

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

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

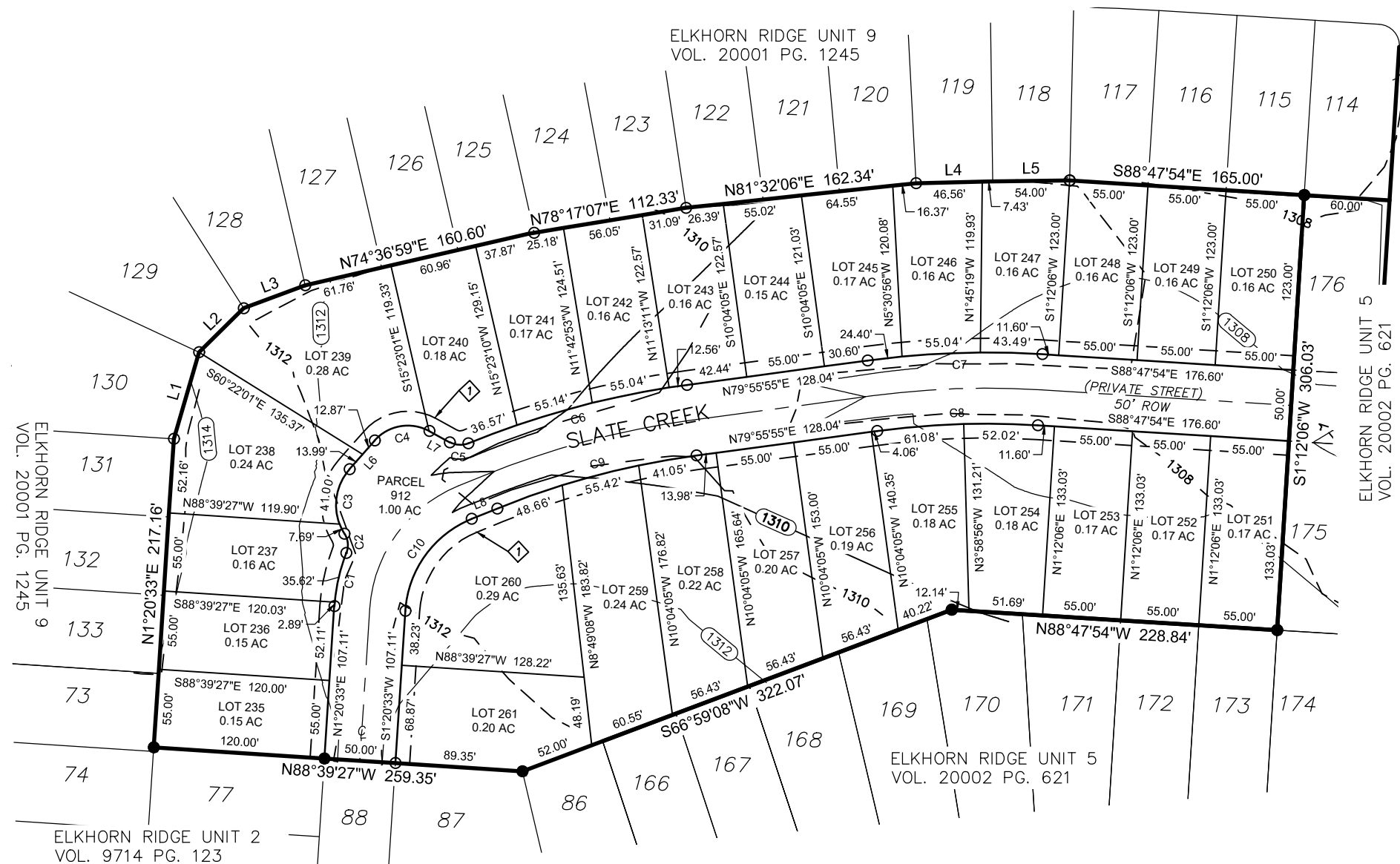
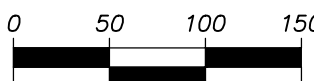
THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

Line Table		
Line #	Length	Direction
L1	63.38	N13°51'31"E
L2	43.96	N43°03'39"E
L3	46.11	N67°07'56"E
L4	53.98	N86°16'12"E
L5	54.00	N86°50'38"E
L6	26.86	N38°53'16"E
L7	16.51	S63°29'42"E
L8	19.33	N65°28'15"E

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	17°39'14"	125.00'	38.51'	19.41'	S10°10'10"W	38.36'
C2	53°32'02"	15.00'	14.02'	7.57'	N7°46'15"W	13.51'
C3	73°25'32"	38.00'	48.70'	28.34'	S2°10'30"W	45.43'
C4	77°37'03"	31.00'	42.00'	24.93'	S77°41'47"W	38.86'
C5	51°10'43"	15.00'	13.40'	7.18'	S89°05'03"E	12.96'
C6	14°36'20"	625.00'	159.32'	80.10'	S72°37'45"W	158.89'
C7	11°16'11"	625.00'	122.93'	61.67'	S85°34'01"W	122.74'
C8	11°16'11"	575.00'	113.10'	56.73'	S85°34'01"W	112.92'
C9	14°27'40"	575.00'	145.13'	72.95'	S72°42'05"W	144.74'
C10	64°07'42"	75.00'	83.94'	46.98'	S33°24'24"W	79.63'



SCALE: 1"=100'



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

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

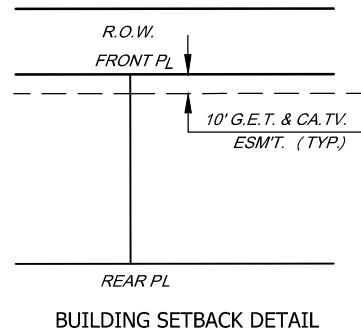
OBSTRUCTIONS OF DRAINAGE: ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS.

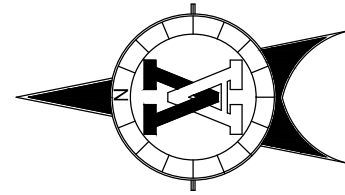
THE CONTOURS SHOWN ON THIS PLAT ARE FROM AERIAL TOPOGRAPHY. VICKREY & ASSOCIATES, LLC. DOES NOT CERTIFY TO THE ACCURACY OF THE ABOVE MENTIONED AERIAL TOPOGRAPHY.

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

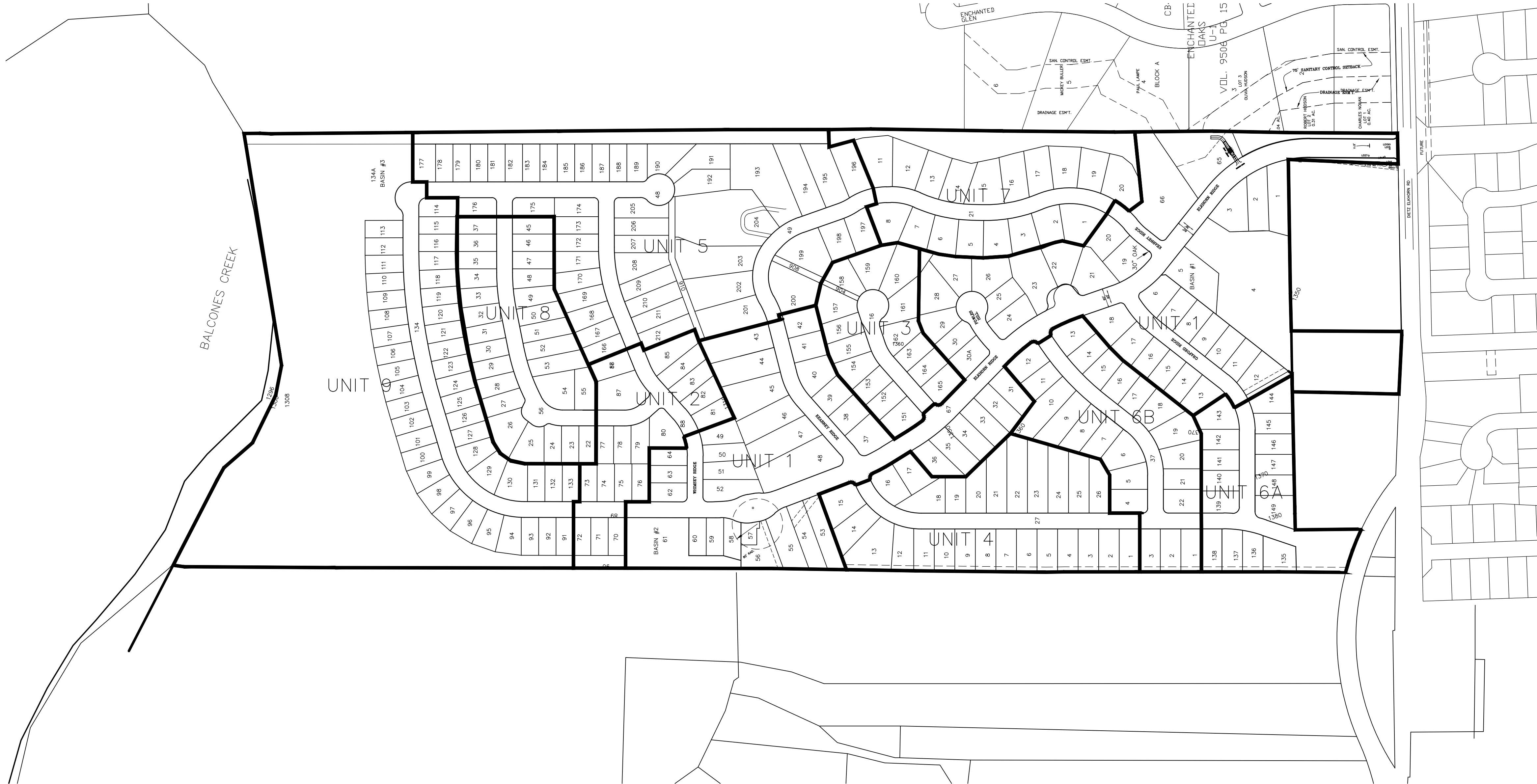
1/2" IRON RODS WITH "VICKREY PROP COR" SET AT ALL CORNERS UNLESS NOTED OTHERWISE, IRF DENOTES IRON ROD FOUND

SLATE CREEK (PARCEL 912) WILL BE PRIVATELY OWNED AND MAINTAINED BY THE ELKHORN RIDGE HOA.





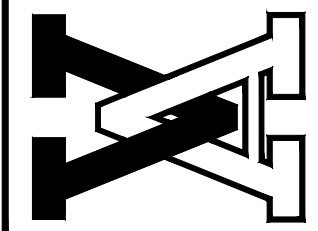
SCALE: 1"=200'



	U 1	U 2	U 3	U 4	U 5	U 6A	U 6B	U 7	U 8	U 9	TOTAL
AREA(AC)	28.72	4.35	3.92	7.42	16.28	4.36	5.94	7.07	5.98	23.90	107.94
55' LOTS	11	18	—	—	35	—	—	—	27	43	
65' LOTS	36	—	15	26	—	15	22	—	—	—	
80' LOTS	14	—	—	—	12	—	—	18	—	—	
TOTAL	61	18	15	26	47	15	22	18	27	43	
RECORDING DATA	V.9692/P.179	V.9714/P.123	V.20001/P.2218	FUTURE	V.20002/P.621	V.20001/P.1443	APPROVED NOT RECORDED	PRELIMINARY APPROVED	PRELIMINARY APPROVED	V.20001/P.1245	
CONSTRUCTION STATUS	COMPLETED	COMPLETED	COMPLETED	FUTURE	COMPLETE	COMPLETED	COMPLETE	FUTURE	FUTURE	COMPLETED	

TOTAL ROAD = 13,450 L.F.

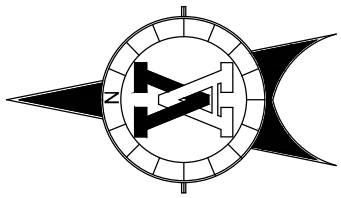
VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL - ENVIRONMENTAL SURVEY
12940 Country Parkway San Antonio, TX 78216
Tel: (210) 349-3271
Fax: (210) 349-3272
Firm Registration No: F-159
TBPLS Firm Registration No: 10004100



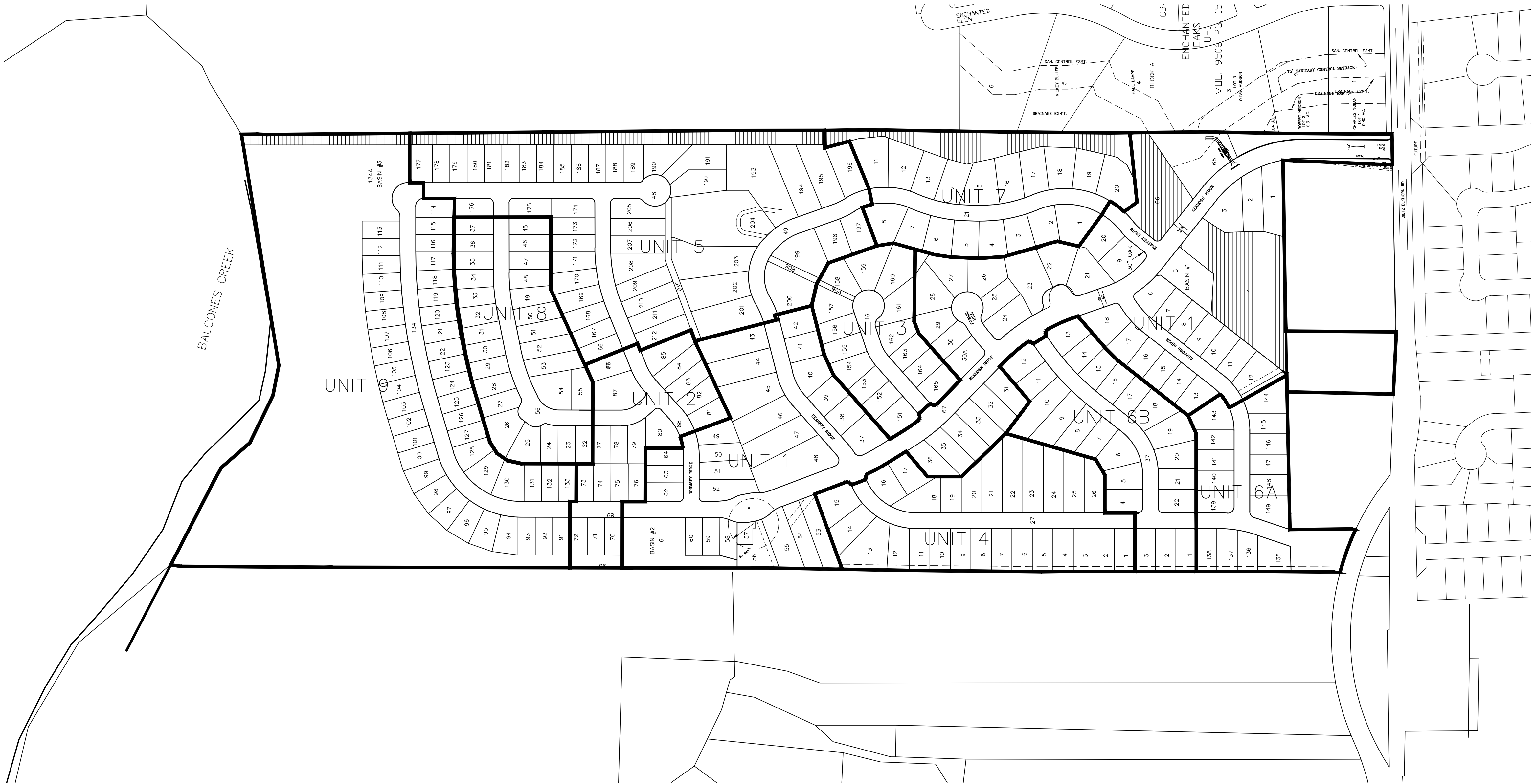
ELKHORN RIDGE
MASTER PLAN

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

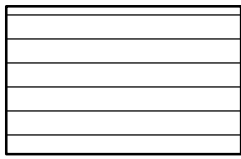
REVISIONS	
1	
2	
3	
4	
Δ	DESC.



SCALE: 1"=200'



OPEN SPACE LEGEND



OPEN SPACE

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

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

VICKREY & ASSOCIATES, INC.

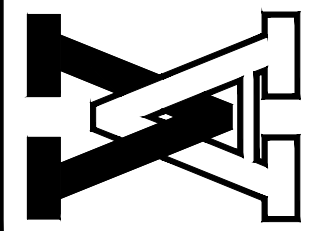
CONSULTING ENGINEERS

CIVIL • ENVIRONMENTAL • SURVEY

12940 Country Parkway San Antonio, TX 78216

Professional Seal No. F-149

TBPLS Firm Registration No.: 10004100



PREPARED FOR:



ELKHORN RIDGE

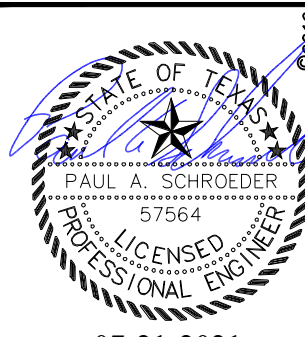
OPEN SPACE PLAN

DATE: MARCH 2019

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

SHEET OF

PROJ NO. 2752-003





CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
November 18, 2021

AGENDA TOPIC: Approval of the second reading of an Ordinance amending the City's Code of Ordinances, Chapter 3, Article 3.01, Sec. 3.01.004 establishing construction hours of operation for new construction, additions, and alterations within the City of Fair Oaks Ranch

DATE: November 18, 2021

DEPARTMENT: Building Codes

PRESENTED BY: (Consent Agenda) Jim Earl, Building Official

INTRODUCTION/BACKGROUND:

Areas in the City that are being built in separate phases, specifically areas zoned existing residential one (under 0.3 acres) and existing residential two (0.3 to 1.3 acres) have been affected by the daily continuous ongoing construction. As a result, residents from earlier phases are dealing with interruptions to their schedules affecting their quality of life.

Upon reviewing our city ordinances, staff found no defined construction hours of operation for new construction, additions, and alterations. To address our resident's challenges, staff proposed in the first reading of an ordinance establishing construction hours to be from 7 a.m. – 7 p.m. any day of the week. This would apply on sites where work requiring a building permit is undertaken. There are some exceptions that can be found on the attached proposed ordinance.

At its November 4, 2021 regular City Council meeting Council discussed and *established various daily* construction hours of operation for new construction, additions, and alterations within the City for those sites where work requires a building permit. Council approved the first reading of the Ordinance.

After passage of this ordinance, principal builders will be notified via email. Additionally, the following communication avenues will be used:

- A notice will be attached to every new permit issued.
- Building codes page on city website will be updated.
- Media platforms including the Mayor's monthly newsletter.
- Building Official will deliver copies of the Ordinance to model homes for all principal builders.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Minimize community disturbances associated with building activity.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

(Consent Agenda) I move to approve the Second Reading of an Ordinance amending the Code of Ordinances, Chapter 3, Article 3.01, Sec. 3.01.004 establishing construction hours of operation for new construction, additions, and alterations.

AN ORDINANCE

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH AMENDING THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 3 "BUILDING REGULATIONS"; ARTICLE 3.01 "GENERAL PROVISIONS" SECTION 3.01.004 "GENERAL REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS, AND ALTERATIONS"; ESTABLISHING CONSTRUCTION HOURS OF OPERATION; PROVIDING FOR A SEVERABILITY AND REPEAL CLAUSE; PROVIDING FOR A PENALTY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, building regulations for the City of Fair Oaks Ranch are found in Chapter 3 of the City of Fair Oaks Ranch Code of Ordinances; and,

WHEREAS, Section 3.01.004 of said Chapter does not define construction hours of operation for new construction, additions and alterations; and,

WHEREAS, it has been determined construction activity performed at unrestricted hours places an undue burden upon the residents of the City; and,

WHEREAS, the City Council hereby deems it appropriate to amend Chapter 3 Section 3.01.004 of the City's code of ordinances to establish construction hours of operation for construction, additions and alterations within the City of Fair Oaks Ranch.

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

- PART 1.** Chapter 3 "Building Regulations"; Article 3.01 "General Provisions" Section 3.01.004 "General Requirements for New Constructions, Additions, and Alterations" of the City's Code of Ordinances is hereby amended as set forth in the attached Exhibit A.
- PART 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- PART 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- PART 4.** That it is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- PART 5.** Any person, firm, corporation or association violating the provision of this ordinance shall, upon conviction, be fined in any sum consistent with Section 1.01.009 of the City of Fair Oaks Ranch Code of Ordinance.
- PART 6.** This ordinance shall take effect immediately from and after its second reading, passage and publication as may be required by governing law.

PART 7. The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Fair Oaks Ranch under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

PART 8. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

PASSED and APPROVED on first reading this 4th day of November 2021.

PASSED, APPROVED, and ADOPTED on second reading this 18th day of November 2021.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

Exhibit A

[Additions shown as underline]

Chapter 3 “Building Regulations”; Article 3.01 “General Provisions” Section 3.01.004 “General Requirements for New Constructions, Additions, and Alterations” of the City’s Code of Ordinances is hereby amended as follows:

Sec. 3.01.004 General requirements for new construction, additions, and alterations

(f) 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:

1. Monday – Friday: before 7:00 a.m. or after 7:00 p.m.
2. Saturday: before 8:00 a.m. or after 7:00 p.m.
3. Sunday: before 9 a.m. or after 7:00 p.m.

Except for the following circumstances:

1. Residential foundation concrete pours cannot commence before 6:00 a.m. on any day of the week.
2. 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.
3. Construction required to mitigate an immediate safety hazard or restore of utilities may be conducted outside the authorized hours.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
November 18, 2021

AGENDA TOPIC: Consideration and possible action approving a Resolution casting votes for candidates for the Board of Directors for Bexar and Comal Appraisal Districts for tax years 2022 and 2023

DATE: November 18, 2021

DEPARTMENT: City Council

PRESENTED BY: Gregory C. Maxton, Mayor
 Laura Koerner, Council Member Place 4

INTRODUCTION/BACKGROUND:

Texas Property Tax Code states the governing body of each taxing unit entitled to vote shall determine its vote for appraisal district board of directors by resolution and submit no later than December 15, 2021.

Per Section 6.03 of the Texas Property Tax Code, voting entitlement is determined by dividing the total dollar amount of property taxes imposed in the District by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the District for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000 and by rounding the product to the nearest whole number. The City has the following votes to cast: 1) Bexar - 6 votes and 2) Comal - 11 votes. Kendall Appraisal District Board of Directors will be voted on in 2022.

Today's agenda item is for City Council to cast its' ballots for Board of Directors for the Comal and the Bexar Appraisal Districts. At the Mayor's request, Council Member Koerner has vetted the candidates and makes the following voting proposal:

Bexar District:

- Cast all 6 City votes for Trish DeBerry as she represents Fair Oaks Ranch therefore all votes will go to someone who has the interest of the City.

Comal Appraisal District:

- Cast 2 votes each to Comal ISD nominated candidates Brad Howell, John Kuntz, Douglas Miller Jr., and Nancy Pappas and 3 votes to John Tyler nominated by Comal County and Comal ISD. These candidates represent Fair Oaks Ranch therefore all votes will go to someone who has the interest of the City.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Compliance with the Texas Tax Code

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

None

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution casting the City of Fair Oaks Ranch votes for the Bexar and Comal Appraisal District Board of Directors as follows:

Bexar Appraisal District

Trish DeBerry (6 votes)

Comal Appraisal District

Brad Howell (2 votes)

John Kuntz (2 votes)

Douglas Miller Jr. (2 votes)

Nancy Pappas (2 votes)

John Tyler (3 votes)

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS CASTING VOTES FOR CANDIDATES FOR THE BOARD OF DIRECTORS FOR BEXAR AND COMAL APPRAISAL DISTRICTS FOR TAX YEARS 2022-2023

WHEREAS, the City of Fair Oaks Ranch is required under Section 6.03(k) of the Texas Property Tax Code to cast votes by written resolution for the candidate(s) for the Board of Directors for the Bexar and Comal Appraisal Districts; and,

WHEREAS, the City of Fair Oaks Ranch is required to submit its' results of the vote to the Chief Appraiser of the Bexar and Comal Appraisal Districts by December 15, 2021; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch deems it appropriate to cast their ballots for the Board of Directors of the Bexar and the Comal Appraisal Districts.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF FAIR OAKS RANCH, that:

- PART 1.** The recitals contain 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.
- PART 2.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this resolution be severable, and, if any phrase, clause, sentence, paragraph, or section of this resolution shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this resolution and the remainder of this resolution shall be enforced as written.
- PART 3.** 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.
- PART 4.** This resolution shall be in full force and effect from and after its passage and approval.
- PART 5.** The City Council of the City of Fair Oaks Ranch hereby cast votes for candidates for the election of the Board of Directors as follows:
- I. 6 votes cast for Trish DeBerry for Bexar Appraisal District.
 - II. 2 votes cast each for Brad Howell, John Kuntz, Douglas Miller Jr., Nancy Pappas, and 3 votes cast for John Tyler for Board of Directors for Comal Appraisal District.
- PART 6.** A signed copy of this resolution along with the appropriate ballot, before December 15, 2021, shall be submitted by the City Secretary, to the Chief Appraiser of Bexar and Comal Appraisal Districts.

PASSED, APPROVED, AND ADOPTED on this 18th day of November, 2021.

ATTEST:

Christina Picioccio, City Secretary

Gregory C. Maxton, Mayor

APPROVED AS TO FORM:

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



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

November 18, 2021

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement with K Friese & Associates for engineering services for the Old Fredericksburg Road Water Line Relocation Project (CIP # 21W)

DATE: November 18, 2021

DEPARTMENT: Public Works & Engineering Services Department

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

INTRODUCTION/BACKGROUND:

The FY 2021-2022 budget includes \$50,000 for a water line relocation along Old Fredericksburg Road. The scope of the Project consists of replacing an existing water main with a main break history along Old Fredericksburg Road from the existing Water Plant # 4 to the intersection of Old Fredericksburg Road and Woodland Green. This project will coincide with the Bexar County roadway reconstruction project to gain efficiencies during design and construction and limit the impact to residents.

This agreement will allow for K Friese & Associates, Inc. to perform preliminary engineering, design, bid and construction administration services.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Will achieve strategic Objective 3.1 under Reliable and Sustainable Infrastructure to Enhance & Ensure Continuity of Reliable Water Resources in Accordance with CCN Obligations. Additionally, by entering into this agreement and beginning the project at this time, design efforts between the city's and Bexar County's consultants can be coordinated to avoid conflicts, construction costs may be reduced due to joint-bid or other arrangements, and impact to residents will be lessened due to shortened overall duration.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

This project is a multi-year project. The budget for FY 21-22 for this project is \$50,000. This agreement is for \$63,950 which also includes bid phase, construction and closeout services. However, the portion of work to be performed this fiscal year is less than \$50,000. The remaining \$13,950 will be incurred in the next fiscal year's budget and is subject to that budget being approved.

LEGAL ANALYSIS:

K Friese & Associates, Inc. will be required to sign and adhere to the City's Standard Professional Service Agreement prior to the commencement of work.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Professional Services Agreement for the Old Fredericksburg Road Water Line Relocation Project with K Friese & Associates, Inc. at a not to exceed cost of \$63,950.00

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
 KENDALL COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and K Friese & Associates, Inc. (“Professional”).

Section 1. Duration. This Agreement shall become effective upon execution by the City 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) Professional shall perform the Services 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”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services 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 Professional 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 professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in **Exhibit “B”** and as provided herein.

(B) *Billing Period:* The Professional 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 Professional'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 services (**Exhibit A**) and accounted for in the total contract amount in **Exhibit "B"**. If these items are not specifically accounted for in **Exhibit A** they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional 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 Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work. For this project the Anticipated Schedule for Completion is attached as **Exhibit C**.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached **Exhibit D** throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in **Exhibit D**, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional 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 Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional 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 Professional 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: Professional 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 Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

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 "E"**.

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional 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 Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall

placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional 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 Professional shall furnish the City with satisfactory proof of compliance.

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

(F) *Non-Collusion.* Professional represents and warrants that Professional 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. Professional further agrees that Professional 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 services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional 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 Professional under or pursuant to this Agreement.

(G) *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.

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

Section 8. Termination.

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Professional 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 Professional, as consequence of the failure of Professional to perform the services 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 Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional 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 services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional 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 Professional 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 that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. 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 11. 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 12. 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 13. Waiver. Either City or the Professional 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. 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 21. 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 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional 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.

23. 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.

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

25. 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.

26. Energy Company Boycotts. Professional 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, Professional shall promptly notify City.

27. Firearm Entities and Trade Association Discrimination. Professional 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, Professional shall promptly notify City.

28. Multiyear Contract. "The Parties acknowledge and agree that Article 11, Sections 5 and 7 of the Texas Constitution prohibits municipalities from incurring debt beyond its current budget year without first providing for a 2% percent sinking fund. As this Agreement provides for payment of \$50,000 in the City's fiscal year ending on September 30, 2022 (FY 21-22) the Parties hereby agree that: **notwithstanding any provision of this Agreement to the contrary the City's obligation to make payment on this Agreement shall terminate on September 30, 2022, unless City Council, on or before such date, provides in the City's FY 22-23 budget for the continuation of funding of this Agreement. Should City Council**

fail to provide such funding for FY 22-23, the City shall have no further financial obligation under this agreement after September 30, 2022, and the Professional shall have no further obligation under this Agreement save and except its obligation to complete all work for which payment was made by City in FY 21-22. It is City Council's intent to use its best efforts to obtain and appropriate funds for the FY 21-22 payment.

EXECUTED, by the City on _____.

CITY:

By: _____

Name: Tobin Maples, AICP

Title: City Manager

ADDRESS FOR NOTICE:**CITY**

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

PROFESSIONAL:

By: _____

Name:

Title: _____

PROFESSIONAL

K Friese & Associates, Inc.
Attn: Michael Persyn, P.E.
10001 Reunion Place, Suite 404
San Antonio, TX 78216

EXHIBIT A SCOPE OF SERVICES



10001 Reunion Place, Suite 404
San Antonio, Texas 78216
P 210.491.2391 | kfriese.com
TBPE Firm No. 6535

EXHIBIT A

October 11, 2021

Mr. Grant Watanabe
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

VIA: E-Mail

RE: Old Fredericksburg Road Water Line Relocation

Dear Mr. Watanabe:

K Friese & Associates, Inc. (KFA) is pleased to provide you with the attached Scope of Services to perform tasks for preliminary engineering, design, bid, and construction administration services for the Bexar County Public Works (BCPW) Old Fredericksburg Road project.

We propose to perform the tasks described in the attached documents on a lump sum basis in an amount of \$58,950.00 for base services and \$5,000.00 for supplemental services for a total authorization of \$63,950.00. Additional detail on the project can be found in the attached Manpower Estimate and Scope of Services.

PHASE	WATER FEE	DURATION
60% Design	\$16,160.00	Follow BC Schedule
90% Design	\$11,280.00	Follow BC Schedule
100% Design	\$6,510.00	Follow BC Schedule
Bid Phase	\$5,550.00	Follow BC Schedule
Construction	\$16,790.00	Follow BC Schedule
Closeout	\$2,660.00	Follow BC Schedule
Base Services	\$58,950.00	
Supplemental Services	\$5,000.00	
Total Authorization	\$63,950.00	

Thank you very much for the opportunity to serve the City of Fair Oaks Ranch and we look forward to working with you on this project. Please do not hesitate to contact me with any questions or comments.

Sincerely,

Michael Persyn, P.E.
Senior Project Manager

EXHIBIT B COMPENSATION

**KFA FEE SCHEDULE
CITY OF FAIR OAKS RANCH - OLD FREDERICKSBURG ROAD WATER LINE**

EXHIBIT B

Item #8.

Task	Principal Hours	Senior Project Manager, PE Hours	Project Manager, PE Hours	Engineer II, PE Hours	Engineer I, PE Hours	Engineer in Training Hours	Senior CADD Technician Hours	Contract Specialist Hours	Total Labor Hours	Total Labor Cost	Sub- Consultant Cost	Total Cost
	\$ 250.00	\$ 225.00	\$ 195.00	\$ 140.00	\$ 125.00	\$ 105.00	\$ 115.00	\$ 85.00				
60% Design - Water (Subtotals)	0	9	0	30	23	64	0	4	130	\$16,160.00	\$0.00	\$16,160.00
1.1 Project Administration		4						4	8	\$1,240.00	\$0.00	\$1,240.00
1.2 FOR Coordination		1		2		2			5	\$715.00	\$0.00	\$715.00
1.3 Review survey, maps, as-builts				4	4	4			12	\$1,480.00	\$0.00	\$1,480.00
1.4 Walk Project				4		4			8	\$980.00	\$0.00	\$980.00
1.5 Bexar County Coordination				4		4			8	\$980.00	\$0.00	\$980.00
1.6 Plans Preparation									0	\$0.00	\$0.00	\$0.00
Prepare Title and Index of Sheets				1		2			3	\$350.00	\$0.00	\$350.00
Prepare General Notes and Qty Sheets				1	1	4			6	\$685.00	\$0.00	\$685.00
Prepare Project Layout				2	2	4			8	\$950.00	\$0.00	\$950.00
Prepare Water Plan Sheets				8	12	32			52	\$5,980.00	\$0.00	\$5,980.00
Prepare Details				1	2	4			7	\$810.00	\$0.00	\$810.00
1.7 Prepare Expected Construction Cost				2	2	4			8	\$950.00	\$0.00	\$950.00
1.8 QA/QC		4							4	\$900.00	\$0.00	\$900.00
1.9 Submittal to FOR (PDF)				1					1	\$140.00	\$0.00	\$140.00
90% Design - Water (Subtotals)	0	6	0	22	19	41	0	2	90	\$11,280.00	\$0.00	\$11,280.00
2.1 Project Administration		2						2	4	\$620.00	\$0.00	\$620.00
2.2 Project Walkthrough with FOR and Coordination				6		6			12	\$1,470.00	\$0.00	\$1,470.00
2.3 Bexar County Coordination				4		4			8	\$980.00	\$0.00	\$980.00
2.4 Plans Preparation									0	\$0.00	\$0.00	\$0.00
Revise Title and Index of Sheets					1	1			2	\$230.00	\$0.00	\$230.00
Revise General Notes and Qty Sheets				1	1	2			4	\$475.00	\$0.00	\$475.00
Revise Project Layout				1	2	2			5	\$600.00	\$0.00	\$600.00
Revise Water Plan Sheets				6	10	20			36	\$4,190.00	\$0.00	\$4,190.00
Revise Details				1	1	2			4	\$475.00	\$0.00	\$475.00
2.5 Revise Expected Construction Cost				1	2	2			5	\$600.00	\$0.00	\$600.00
2.6 QA/QC		4							4	\$900.00	\$0.00	\$900.00
2.7 Prepare Draft Bid Documents				1	2	2			5	\$600.00	\$0.00	\$600.00
2.8 Submittal to FOR (PDF)				1					1	\$140.00	\$0.00	\$140.00
100% Design - Water (Subtotals)	0	6	0	12	10	18	0	4	50	\$6,510.00	\$0.00	\$6,510.00
3.1 Project Administration		2						4	6	\$790.00	\$0.00	\$790.00
3.2 FOR Coordination				2		2			4	\$490.00	\$0.00	\$490.00
3.3 Bexar County Coordination				2		2			4	\$490.00	\$0.00	\$490.00
3.4 Revise Plans per Comments				4	8	12			24	\$2,820.00	\$0.00	\$2,820.00
3.5 QA/QC		4							4	\$900.00	\$0.00	\$900.00
3.6 Revise Draft Bid Documents				2	2	2			6	\$740.00	\$0.00	\$740.00
3.7 Submittal to FOR (PDF)				2					2	\$280.00	\$0.00	\$280.00
Bid Phase (Subtotals)	0	2	0	12	26	0	0	2	42	\$5,550.00	\$0.00	\$5,550.00
4.1 Project Administration		2						2	4	\$620.00	\$0.00	\$620.00
4.2 Provide Bid Docs for Bexar County Bid Package				2	8				10	\$1,280.00	\$0.00	\$1,280.00
4.3 Attend Pre-bid Conference				4	2				6	\$810.00	\$0.00	\$810.00
4.4 Prepare & Issue Addenda				2	8				10	\$1,280.00	\$0.00	\$1,280.00
4.5 Attend Bid Opening				2	2				4	\$530.00	\$0.00	\$530.00
4.6 Review FOR Portion of Bid Tab				1	4				5	\$640.00	\$0.00	\$640.00
4.7 Conformed Documents				1	2				3	\$390.00	\$0.00	\$390.00
Construction Phase (Subtotals)	0	8	0	42	54	16	0	8	128	\$16,790.00	\$0.00	\$16,790.00
5.1 Project Administration		8						8	16	\$2,480.00	\$0.00	\$2,480.00
5.2 Preconstruction Conference				4	4				8	\$1,060.00	\$0.00	\$1,060.00
5.3 Review Submittals				4	8	16			28	\$3,240.00	\$0.00	\$3,240.00
5.4 Monthly Construction Meetings (2 meetings)				4	4				8	\$1,060.00	\$0.00	\$1,060.00
5.5 Observe Construction (8 visits)				20	20				40	\$5,300.00	\$0.00	\$5,300.00
5.6 Prepare Monthly Observation Report				2	2				4	\$530.00	\$0.00	\$530.00
5.7 Review RFIs, RFPs, and Change Orders				4	12				16	\$2,060.00	\$0.00	\$2,060.00
5.8 Meet for Final Field Acceptance				4	4				8	\$1,060.00	\$0.00	\$1,060.00
Project Closeout - Water (Subtotals)	0	0	0	4	0	20	0	0	24	\$2,660.00	\$0.00	\$2,660.00
6.1 Prepare Water Plan of Record				2		12			14	\$1,540.00	\$0.00	\$1,540.00
6.2 Revise and Resubmit per Comments				2		8			10	\$1,120.00	\$0.00	\$1,120.00
Overall Project Total	0	31	0	122	132	159	0	20	464	\$58,950.00	\$0.00	\$58,950.00
Supplemental Services	0	0	0	0	0	0	0	0	0	\$0.00	\$5,000.00	\$5,000.00
7.1 Subsurface Utility Engineering									0	\$0.00	\$5,000.00	\$5,000.00
Total Base + Supplemental Services	0	31	0	122	132	159	0	20	464	\$58,950.00	\$5,000.00	\$63,950.00

EXHIBIT C SCHEDULE OF COMPLETION

CITY OF FAIR OAKS RANCH
OLD FREDERICKSBURG ROAD WATER LINE RELOCATION
ENGINEERING SERVICES

EXHIBIT C

PROJECT DESCRIPTION

The City of Fair Oaks Ranch (FOR) has requested engineering design services for the replacement of a segment of existing water main as part of its Capital Improvement Program (CIP) to be submitted as a joint bid with the Bexar County Public Works (BCPW) Old Fredericksburg Road Project. This work order consists of the replacement of the following:

- 1,700 linear feet of 6-inch water main relocation

SCOPE OF SERVICES

The KFA Team will provide engineering design services including:

- Project Administration and coordination with FOR and Bexar County
- Construction plans for water main replacement segment
- Plans will be submitted for review to FOR at the 60%, 90%, and a final (100%) sealed set of plans will be submitted for construction
- Bid Phase Services
- Limited construction phase services, including monthly site visits, and preparation of as-builts

Items not anticipated for this assignment which have not been included in this Scope of Services are as follows: design survey, flow development, hydraulic analysis of pipe lines, metes and bounds for easements, easement acquisitions, temporary water main design, structural engineering, geotechnical engineering, environmental studies, traffic control plans, bypass pumping plans, and permitting fees.

FOR standard details and specifications will be referenced. Anticipated plan sheets (11"X17") to be prepared for this assignment include:

Water:

- 1 – Cover
- 1 – General Notes
- 1 – Project Layout (1" = 200' scale)
- 5 – Plan Sheets (1" = 40' scale)
- 1 – Special Details Sheet

CITY OF FAIR OAKS RANCH
OLD FREDERICKSBURG ROAD WATER LINE RELOCATION
ENGINEERING SERVICES

EXHIBIT C

1. 60% Design

- 1.1 Project Administration – This task includes routine communication with FOR, managing subconsultants, manpower, budgets, and schedules, and invoicing.
- 1.2 FOR Coordination – Coordinate with FOR regarding the proposed water line improvements and the alignment of the proposed roadway. KFA will attend design meetings with FOR, the roadway design team, and the County.
- 1.3 Review Surveys, Maps, As-Builts – Review documents depicting the existing water infrastructure provided by Bexar County.
- 1.4 Walk Project – The KFA Team will visit the site to walk the project and assess existing conditions that are visible in order to evaluate new alignments.
- 1.5 Bexar County Coordination – Coordinate with BCPW regarding the proposed roadway improvements and the alignment of proposed utilities. KFA will attend design meetings with BCPW, the roadway design consultant, and the City to discuss the design of the roadway and utilities, and to mitigate potential conflicts.
- 1.6 Prepare Plan Sheets – Prepare Title, Index, General Notes, Details, and Quantity sheets for the project. The KFA Team will prepare plan sheets for the segments of water main replacement via open cut. BCPW will provide the design survey and proposed roadway design files, both of which will be the basis for the plan sheets. Existing utilities will be shown where information was found to be available and based on field mark-outs of utilities.
- 1.7 Prepare Opinion of Probable Construction Cost – KFA will prepare a construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 1.8 QA/QC – KFA will conduct QA/QC of the plans for each design phase.
- 1.9 Design Submittal - The KFA Team will prepare and submit plans to FOR for review at the 60% design stage. A copy of the Plan Sheets will be provided for BCPW for coordination purposes.

2. 90% Design Phase

- 2.1 Project Administration – This task includes routine communication with FOR, managing subconsultants, manpower, budgets, and schedules; and invoicing.
- 2.2 Walk Project with FOR and Coordination – The KFA Team will walk the project with FOR to review the preliminary plans and existing site conditions.

CITY OF FAIR OAKS RANCH
OLD FREDERICKSBURG ROAD WATER LINE RELOCATION
ENGINEERING SERVICES

EXHIBIT C

- 2.3 Bexar County Coordination – Coordinate with BCPW regarding the proposed roadway improvements and the alignment of the proposed water mains. KFA will attend design meetings with BCPW and the roadway design consultant to discuss the design of the roadway and utilities, and to mitigate potential conflicts.
- 2.4 Prepare Revised Plan Sheets – Revise Title, Index, General Notes, Details, and Quantity sheets for the project. The KFA Team will prepare plan sheets for the segments of water main replacement via open cut. The KFA Team will summarize and respond to comments received from FOR at the 60% submittal.
- 2.5 Prepare Revised Opinion of Probable Construction Cost – KFA will prepare an updated construction cost estimate based on updated quantities developed in the plans and pricing on recent similar construction projects.
- 2.6 QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 2.7 Prepare Draft Bid Documents – Draft bid documents and submit to FOR.
- 2.8 Design Submittal - The KFA Team will prepare and submit plans to FOR for review at the 90% design stage.

3. 100% Design Phase

- 3.1 Project Administration – This task includes routine communication with FOR, managing subconsultants, manpower, budgets, and schedules; and invoicing.
- 3.2 FOR Coordination – Coordinate with FOR regarding the proposed water line improvements and the alignment of the proposed roadway. KFA will attend design meetings with FOR, the roadway design team, and the County.
- 3.3 Bexar County Coordination – Coordinate with Bexar County Public Works regarding the proposed roadway improvements and the alignment of the proposed water mains. KFA will attend design meetings with BCPW and the roadway design consultant to discuss the design of the roadway and utilities, and to mitigate potential conflicts.
- 3.4 Prepare Revised Plan Sheets – Revise Title, Index, General Notes, Details, and Quantity sheets for the project. The KFA Team will prepare plan sheets for the segments of water main replacement via open cut. The KFA Team will summarize and respond to comments received from FOR at the 90% submittal.
- 3.5 QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 3.6 Revise Draft Bid Documents – Address any comments on the draft bid documents and submit to FOR for final review.

CITY OF FAIR OAKS RANCH
OLD FREDERICKSBURG ROAD WATER LINE RELOCATION
ENGINEERING SERVICES

EXHIBIT C

- 3.7 Design Submittal - The KFA Team will prepare and submit sealed final plans to SAWS via CPMS at the 100% design stage.

4. Bid Phase

- 4.1 Project Administration – This task includes routine communication with FOR, manpower, budgets, and schedules; and invoicing.
- 4.2 Provide Bid Docs for Bexar County Bid Package – Prepare the necessary documents for the Bexar County Public Works bid package for the project.
- 4.3 Attend Pre-Bid Conference – KFA will attend the pre-bid conference.
- 4.4 Prepare and Issue Addenda – KFA will prepare addenda required to clarify, correct, or change the bid documents.
- 4.5 Attend Bid Opening – KFA will attend the bid opening.
- 4.6 Review FOR Portion of Bid Tab – Bexar County will provide a bid tabulation and bid packets from each bidder to KFA. KFA will review the bids, verify the accuracy of the bid tabulation, determine the responsiveness of the low bidder, and prepare a letter of recommendation of award.
- 4.7 Conformed Documents – KFA will update the Contract Documents based on the Addenda issued and will issue Conformed Documents to Bexar County.

5. Construction Administration

- 5.1 Project Administration – This task includes routine communication with FOR, managing subconsultants, manpower, budgets, and schedules; and invoicing.
- 5.2 Preconstruction Conference – KFA will attend the preconstruction conference, discuss the water main project, and contribute to the meeting minutes.
- 5.3 Review Submittals – KFA will review material data submittals, cut sheets, and layout drawings submitted by the Contractor.
- 5.4 Construction Meetings – KFA will attend up to two construction meetings as requested by Bexar County or FOR.
- 5.5 Observe Construction - KFA will attend up to 2 site visits per month during the construction phase. It is anticipated that the field construction phase of the FOR portion of the project will last approximately 4 months, and 8 site visits will be necessary.

CITY OF FAIR OAKS RANCH
OLD FREDERICKSBURG ROAD WATER LINE RELOCATION
ENGINEERING SERVICES

- 5.6 Prepare Monthly Construction Observation Report – KFA will prepare a construction observation report each month summarizing the site visits during that month.
- 5.7 Review RFIs, RFPs, and Change Orders - KFA will evaluate and respond to RFIs from the Contractor. KFA will assist FOR in reviewing RFPs and Change Orders received from the Contractor regarding required plan modifications. Change Order paperwork will be completed by others.
- 5.8 Meet for Final Field Acceptance - KFA will meet with FOR and Bexar County inspectors to perform a final walkthrough and sign construction acceptance paperwork prepared by others.

6. Project Closeout

- 6.1 Prepare Record Drawings – The KFA Team will prepare Record Drawings based on redlines provided by the Contractor and Inspector.
- 6.2 Revise and Resubmit per Comments – KFA will revise and resubmit Record Drawings based on comments provided by FOR.

7. Supplemental Services

- 7.1 Subsurface Utility Engineering (SUE) – This item is a budgetary placeholder for SUE if it is determined during design that this will be required. A separate scope and fee will be prepared and submitted to FOR for approval if this is determined to be necessary.

EXHIBIT "D"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional 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 Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional 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, Professional 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. Professional 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 Professionals 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, Professional 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 Professional'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
emailed to: choelscher@fairoaksranchtx.org
Attn: Clayton Hoelscher, Procurement Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

EXHIBIT "E"
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **11/15/2021**
Item #8.

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

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

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Cameron Brown	FAX (A/C, No): (214) 503-8899	
	PHONE (A/C, No, Ext): (214) 323-4602	E-MAIL ADDRESS: certificatedallas@risk-strategies.com	
INSURED K Friese & Associates, Inc. 1120 S Cap of TX Hwy Cityview 2, Suite 100 Austin TX 78746	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkshire Hathaway Specialty Ins Company		22276
	INSURER B: Sentinel Insurance Company Ltd		11000
	INSURER C: Hartford Fire Insurance Company		19682
	INSURER D: Travelers Casualty Ins Co of America		19046
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 64986167 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	☒	☒	84SBWBA7667	1/1/2021	1/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	84UEGZV5448	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000 ☐ CLAIMS-MADE	☒	☒	84SBWBA7667	1/1/2021	1/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☒	UB5P02903A	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		☒	47-EPP-309841-02	1/1/2021	1/1/2022	Per claim/Annual Aggregate \$5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
RE: KFA - Old Fredericksburg Road Agreement - City of Fair Oaks Ranch

CERTIFICATE HOLDER City of Fair Oaks Ranch Attn: City Secretary 7286 Dietz Elkhorn Fair Oaks Ranch TX 78015	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cameron Brown
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CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
November 18, 2021

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Construction Agreement with MGB Construction, Inc. for the Water Plant 2 Upgrades Project (CIP# 1W).

DATE: November 18, 2021

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

The FY 2021-2022 budget includes \$946,815 for upgrades to Water Plant 2. The scope of the Project consists of installing a new hydropneumatics tank, two 450-gallon pumps, variable frequency drives, electrical upgrades and minor site improvements. The work will be done in the following 4 phases:

- Demolition of existing pump station equipment and construct new security fencing and gate
- Installation of new pumps, piping, valves, variable frequency drives and electrical upgrades
- Demolition of existing hydropneumatic tank and yard piping.
- Installation of new hydropneumatic tank and yard piping.

On October 29, 2021 at 2:00 p.m. bids were opened for the Water Plant 2 Upgrades Project. The following bids were received:

Bidder	Amount
MGB Construction, Inc.	\$495,756.00
Shannon Monk, Inc.	\$774,438.76
R.E.C. Industries, Inc.	\$912,780.00

The Public Works & Engineering Services Department recommends awarding the project to MGB Construction, Inc. in the amount of \$495,756.00 with a 10% contingency for the total amount not to exceed \$545,331.60.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Will achieve strategic Objective 3.1 under Reliable and Sustainable Infrastructure to Enhance & Ensure Continuity of Reliable Water Resources in Accordance with CCN Obligations.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The budget for this Project is \$946,815.00. Approving a contract and contingency totaling \$545,331.60, is still more than \$400,000 under budget.

LEGAL ANALYSIS:

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

RECOMMENDATION/PROPOSED MOTION:

I move to award the bid for the Water Plant 2 Upgrades Project and 10% contingency, totalling \$545,331.60, and authorize the City Manager to sign the agreement with MGB Construction, Inc.

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 MGB Construction, Inc. ("Contractor").

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

Section 4. Time of Completion.

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before March 31, 2022.

Section 5. Insurance.

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

Section 6. Miscellaneous Provisions.

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

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

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

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

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

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

Section 7. Termination.

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED on _____.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: Tobin Maples, AICP

Name: Michael Brawley

Title: City Manager

Title: President

ADDRESS FOR NOTICE:

CITY

CONTRACTOR

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

MGB Construction, Inc.
Attn: Michael Brawley
P.O. Box 522
Castroville, TX 78009

Exhibit “A”
SCOPE OF SERVICES

BID FORM

Exhibit "A"

CITY OF FAIR OAKS RANCH
 ATTN: PURCHASE AGENT
 7286 Dietz Elkhorn Road
 Fair Oaks Ranch, Texas 78015

TO:

Project: City of Fair Oaks Ranch Water Plant 2 Upgrades

Date: Friday, October 29, 2021

Time: 2:00 PM

Pursuant to the foregoing "Notice to Bidders" the undersigned bidder, having thoroughly examined the Contract Documents, the site(s) of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements (including furnishing all necessary superintendence, labor, machinery, equipment, tools and materials), as provided in the Plans, Specifications and Contract Documents and binds himself, upon acceptance of this proposal, to execute a contract and bonds, and to furnish all required guarantees (according to the accompanying forms) and to complete the work within the required time and for the following prices to-wit:

MGB CONSTRUCTION INC
 P.O. BOX 522
 CASTROVILLE TX 78009

				Bid Form	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
GENERAL CONDITIONS					
1	Mobilization (Max 15%)	1	LS	\$ 46,000.00	\$46,000.00
	SUBTOTAL				\$46,000.00
SITE IMPROVEMENTS					
1	REVEGETATION	753.00	SY	\$ 5.00	\$3,765.00
2	DEMO AND REMOVAL OF EXISTING TANK AND CONCRETE	1.00	LS	\$ 15,000.00	\$15,000.00
3	REMOVAL OF EXISTING 6-INCH PIPE	13.00	LF	\$ 225.00	\$2,925.00
4	SILT FENCE	264.00	LF	\$ 25.00	\$6,600.00
5	PROJECT SIGN	1.00	EA	\$ 1,500.00	\$1,500.00
6	CONSTRUCTION ENTRANCE (REMOVE/INSTALL)	70.00	SY	\$ 125.00	\$8,750.00
7	REMOVAL OF WOODEN FENCE AND GATE	195.00	LF	\$ 20.00	\$3,900.00
8	8-FT WOODEN FENCE	248.00	LF	\$ 135.00	\$33,480.00
9	SLIDING GATE, 24-FT, COMPLETE	1.00	LS	\$ 8,000.00	\$8,000.00
	SUBTOTAL				\$83,920.00
YARD PIPING					
10	6-IN HYDROPNEUMATIC LINE (DUCTILE IRON)	47	LF	\$ 170.00	\$7,990.00
11	6-INCH GATE VALVE, MJ	1	EA	\$ 1,700.00	\$1,700.00
12	FITTINGS	1	TON	\$ 3,000.00	\$3,000.00
13	TRENCH SAFETY ALL YARD PIPING	47	LF	\$ 55.00	\$2,585.00
14	CONNECT TO EXISTING 6" YARD PIPING/GATE VALVE	1	EA	\$ 2,500.00	\$2,500.00
15	PRESSURE TESTING AND DISINFECTION	1	EA	\$ 4,000.00	\$4,000.00
16	2-INCH STAINLESS STEEL AIR LINE	130	LF	\$ 75.00	\$9,750.00
	SUBTOTAL				\$31,525.00

BID FORM

Exhibit "A"

PUMP STATION IMPROVEMENTS					
17	REMOVAL OF EXISTING FITTINGS AND PIPING	1	LS	\$ 5,000.00	\$5,000.00
18	REMOVE OF EXISTING CONCRETE PAD	2	LS	\$ 1,500.00	\$3,000.00
19	400-GPM PUMP AND MOTOR - CONNECTION	2	EA	\$ 2,500.00	\$5,000.00
20	FITTINGS	1	TON	\$ 20,100.00	\$20,100.00
21	4" DUCTILE IRON PIPE	7	LF	\$ 300.00	\$2,220.00
22	6" DUCTILE IRON PIPE	11	LF	\$ 890.00	\$9,790.00
23	8" DUCTILE IRON PIPE	2	LF	\$ 1,500.00	\$3,000.00
24	10" DUCTILE IRON PIPE	5	LF	\$ 625.00	\$3,125.00
25	METAL PIPE SUPPORTS	7	LS	\$ 1,000.00	\$7,000.00
26	PUMP SUPPORT - METAL	2	EA	\$ 1,000.00	\$2,000.00
27	6-INCH CHECK VALVE	2	EA	\$ 8,700.00	\$17,400.00
28	6-INCH GATE VALVES	2	EA	\$ 3,000.00	\$6,000.00
29	8-INCH GATE VALVES	2	EA	\$ 3,250.00	\$6,500.00
30	PRESSURE TESTING AND DISINFECTION	1	EA	\$ 5,000.00	\$5,000.00
	SUBTOTAL				\$95,135.00
9,000 GALLON HYDROPNEUMATIC TANK					
31	9,000 GAL PRESSURE TANK, APPURT. & COATING	1	EA	\$ 97,000.00	\$97,000.00
32	6-INCH DUCTILE IRON PIPE	7	LF	\$ 572.00	\$4,004.00
33	6-INCH GATE VALVE	1	EA	\$ 3,000.00	\$3,000.00
34	2-INCH GATE VALVE	1	EA	\$ 850.00	\$850.00
35	2-INCH CHECK VALVE	1	EA	\$ 1,200.00	\$1,200.00
36	FITTINGS	1	TON	\$ 4,000.00	\$4,000.00
37	CONCRETE FOUNDATION/ CONCRETE PAD - AIR LINE	17	CY	\$ 1,300.00	\$22,100.00
38	FOUNDATION EXCAVATION AND BACKFILL	16	CY	\$ 1,800.00	\$29,322.00
39	COMPRESSOR	1	EA	\$ 6,200.00	\$6,200.00
40	2-INCH STAINLESS STEEL AIR LINE	15	LF	\$ 400.00	\$6,000.00
	SUBTOTAL				\$173,676.00
ELECTRICAL AND CONTROLS					
41	VFD PANEL	2	LS	\$ 10,000.00	\$20,000.00
42	GROUNDING	1	LS	\$ 7,000.00	\$7,000.00
43	CONDUIT AND WIRE	1	LS	\$ 8,500.00	\$8,500.00
44	ELECTRICAL TESTING AND POWER STUDY	1	LS	\$ 5,000.00	\$5,000.00
	SUBTOTAL				\$40,500.00

BID FORM

Exhibit "A"

SCADA				
45	SCADA IMPROVEMENTS (ALLOWANCE)	1 LS	\$ 25,000.00	\$25,000.00
	SUBTOTAL			\$25,000.00
	BID TOTAL			\$495,756.00

MGB CONSTRUCTION INC
P.O. BOX 522
CASTROVILLE TX 78009

MGB 10-29-21
President

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

Exhibit "B"

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

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

City of Fair Oaks Ranch

Attn: Clayton Hoelscher, Procurement Manager

Email: choelscher@fairoaksranchtx.org

7286 Dietz Elkhorn

Fair Oaks Ranch, Texas 78015

Exhibit “C”
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/

Item #9.

11/12/2021

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

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

PRODUCER Catto & Catto LLP 106 S. St. Mary's Street #800 San Antonio TX 78205		CONTACT NAME: Katie Hart PHONE (A/C, No, Ext): 210-222-2161x222 E-MAIL ADDRESS: khart@catto.com		FAX (A/C, No): 210-222-1618
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Crum & Forster Specialty Ins.		44520
		INSURER B : Texas Mutual Insurance Company		22945
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 794095661

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO080191	7/6/2021	7/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	0001189851	4/10/2021	4/10/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement provision that provides additional insured status to the parties listed in said contract when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

Project: Water Plant 2 Upgrades

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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**COMMERCIAL GENERAL LIABILITY
CG 20 33 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed prior to the "bodily injury" or "property damage".	As required by written contract signed prior to the "bodily injury" or "property damage" and if covered under this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;
or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 4/10/21 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001189851 of Texas Mutual Insurance Company effective on 4/10/21

Issued to: MGB CONSTRUCTION INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

3/25/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured where the additional insured is a named insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY NUMBER: GLO-080191

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE**Name Of Person(s) Or Organization(s):**

Any person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is signed prior to the injury or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ Item #9.
11/15/2021

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

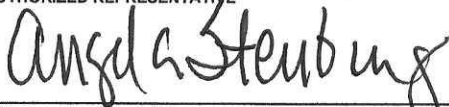
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

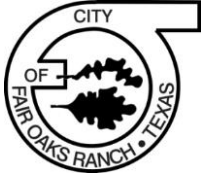
PRODUCER  Hazel Haby Russell 1103 Highway 90 West Castroville TX 78009	CONTACT NAME: Hazel Russell PHONE (A/C, No, Ext): 830-931-3441 E-MAIL ADDRESS: hazel@hazellrussell.com FAX (A/C, No): 830-538-3441
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MGB Construction Inc. 450 Private Road 4662 Castroville TX 78009	NAIC # 25178

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		418 8448 D08 53A 001 308 1378 A06 53A 001 308 1378 A06 53A 001	10/08/2021 07/06/2021 01/06/2022	04/08/2022 01/06/2022 07/06/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City Of Fair Oaks 7286 Dietz Elkhorn Road Fair Oaks Ranch, TX 78015	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
November 18, 2021

AGENDA TOPIC: Consideration and possible action approving recommendations to present to the Boerne, Fair Oaks Ranch, and Kendall County Transportation Committee

DATE: November 18, 2021

DEPARTMENT: Administration

PRESENTED BY: Tobin Maples, AICP, City Manager

INTRODUCTION/BACKGROUND:

The draft recommendation will be provided prior to or at the November 18, 2021 council meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

To provide guidance to council appointed committee members while representing the City of Fair Oaks Ranch.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

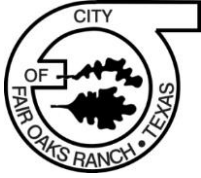
N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

N/A



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
November 18, 2021

AGENDA TOPIC: Presentation of Quarterly Investment Report – Q3 2021
 DATE: November 4, 2021
 DEPARTMENT: Finance
 PRESENTED BY: Summer Fleming, Interim Finance Director

INTRODUCTION/BACKGROUND:

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

The attached presentation is being made to comply with the Q3 2021 reporting requirements.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONGTERM FINANCIAL & BUDGETARY IMPACT:

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

LEGAL ANALYSIS:

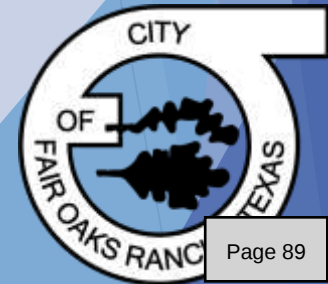
Not applicable at this time.

RECOMMENDATION/PROPOSED MOTION:

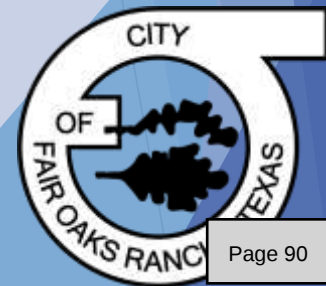
This presentation is for informational purposes only and to comply with requirements under Texas Government Code Section 2256.023 and the City's Investment Policy.

Quarterly Investment Report

City of Fair Oaks Ranch
November 18, 2021



- ▶ Governments have a fiduciary responsibility in managing public funds, including the ongoing management and monitoring of investment activity.
- ▶ As an investor of public funds, the City of Fair Oaks Ranch is subject to investment limitations as defined under the Public Funds Investment Act (Government Code Chapter 2256).
- ▶ This report is in compliance with the City's Investment Policy Section 9 and 11, and Texas Government Code Section 2256.023.



Investment Report Q3 2021

Investment Inventory 7/1/2021 - 9/30/2021

Governmental Fund Investments							
Security	Yield	Beg Bal	Transfers In/(Out) *	Interest Earnings	Ending Bal	Ending Market	Weighted Avg Maturity **
Pool (Texpool 004) General	0.02%	15,394,696	19,664	890	15,415,250	15,415,250	32 days
Pool (Texpool 006) Debt Service	0.02%	471	35,049	2	35,522	35,522	32 days
TOTAL		15,395,167	54,713	892	15,450,772	15,450,772	-

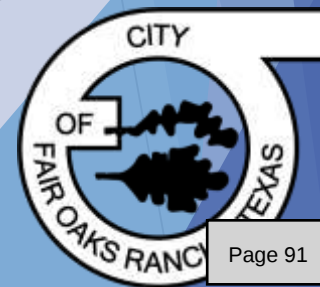
Utility Fund Investments							
Security	Yield	Beg Bal	Transfers In/(Out) *	Interest Earnings	Ending Bal	Ending Market	Weighted Avg Maturity **
Pool (Texpool 001) Utility	0.02%	1,135,618	-	66	1,135,684	1,135,684	32 days
Pool (Texpool 002) Water Cap	0.02%	179,422	-	10	179,432	179,432	32 days
Pool (Texpool 003) Sewer Cap	0.02%	84,323	-	5	84,328	84,328	32 days
Pool (Texpool 005) 1997 CO	0.02%	-	-	-	-	-	32 days
TOTAL		1,399,363	-	81	1,399,444	1,399,444	-

* Transfers In/Out

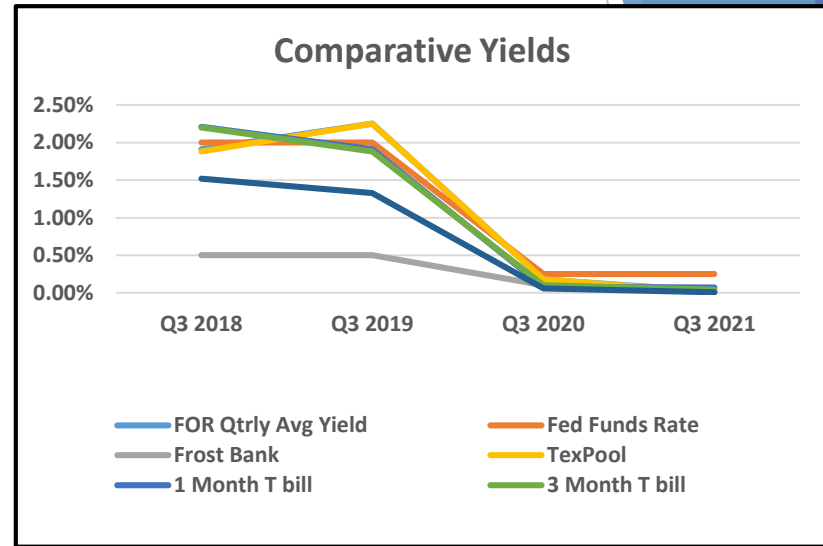
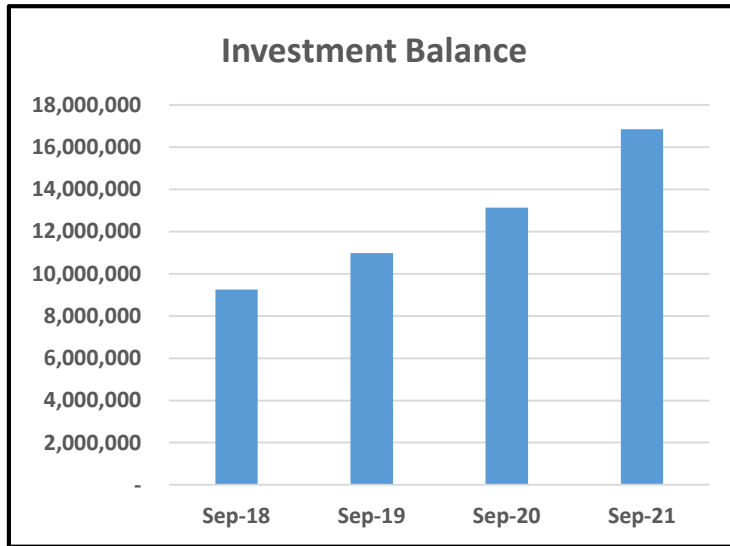
Transfers out of TexPool accounts represent vendor payments made, or funding of city operations by transferring funds to the City's operating cash account. Transfers into TexPool accounts represent deposits of property tax revenue.

** Weighted Average Maturity

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



Investment Report Q3 2021



Fiscal Year End	FOR Avg Yield	TexPool	1-Month T Bill	3-Month T Bill	Frost Bank	CDARS 6-Month CD	Fed Funds Rate
2018	1.91%	1.88%	2.21%	2.20%	0.50%	1.52%	2.00%
2019	2.25%	2.25%	1.91%	1.88%	0.50%	1.33%	2.00%
2020	0.18%	0.18%	0.08%	0.10%	0.10%	0.06%	0.25%
2021	0.02%	0.01%	0.07%	0.04%	0.01%	0.01%	0.25%

The comparative yields chart is provided to demonstrate alternative investment vehicles that are permitted under the stringent guidelines of the Public Funds Investment Act as compared to the Fed Funds Rate.

TexPool continues to offer a competitive rate of return as compared to other investments and offers complete liquidity to meet operational needs.

