

VIA TELEPHONE CONFERENCE



**CITY OF FAIR OAKS RANCH
AGENDA – CITY COUNCIL TELECONFERENCE**

May 21, 2020 6:30 PM

Via Teleconference

7286 Dietz Elkhorn, Fair Oaks Ranch

THERE EXISTS A PUBLIC HEALTH EMERGENCY RELATED TO THE COVID-19 VIRUS THAT NECESSITATES A MEETING OF THE CITY COUNCIL TO TAKE PLACE VIA TELEPHONE CONFERENCE PURSUANT TO GOVERNMENT CODE CHAPTER 551.125, AS MODIFIED BY EXECUTIVE ORDER OF THE GOVERNOR

You can dial in using your phone:

United States (Local #): 210-714-4201

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Conference ID: 2443302 #

If you wish to address the Council, please select *5 on your phone; this will place you in a queue for speaking. At the appropriate time the City Secretary will call upon each individual separately.

I. OPEN MEETING

- A. Roll Call – Declaration of a Quorum.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

To address the Council, please select *5 on your phone; this will place you in a queue for speaking. At the appropriate time the City Secretary will call upon each individual separately. 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.

- A. Citizens to be heard.
- B. Stormwater Utility Cost of Service Presentation from NewGen Strategies & Solutions. Pgs. 4-29
- C. Overview of Types of Municipal Debt Presentation from Samco Capital. Pgs. 30-39

III. 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.

- A. Approval of the May 7, 2020 Regular City Council meeting minutes. Pgs. 40-41

IV. CONSIDERATION/DISCUSSION ITEMS

- A. Consideration and possible action modifying and extending a declaration of local disaster; establishing rules and regulations for the duration of the disaster; and restricting certain activities. Mayor Garry Manitzas Pgs. 42-47
- B. Consideration and possible action approving the first reading of an Ordinance amending the Comprehensive Plan to change the land use classification from

Neighborhood Residential (NR) to Existing Residential (R1) of approximately 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. Generally known as the Arbors Development.

Lata Krishnarao, AICP, LEED ND, Consultant, Gunda Corporation Pgs. 48-63

- C. Consideration and possible action approving the first reading of an Ordinance to change zoning classification from Neighborhood Residential (NR) to Existing Residential 1 (R1) for 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. Generally known as the Arbors Development.

Lata Krishnarao, AICP, LEED ND, Consultant, Gunda Corporation Pgs. 64-93

- D. Consideration and possible action approving the applicant's request to extend the 30-day period to act on a preliminary plat that establishes the Arbors at Fair Oaks Ranch Unit 2.

Lata Krishnarao, AICP, LEED ND, Consultant, Gunda Corporation Pgs. 94-98

- E. Consideration and possible action approving the applicant's request to extend the 30-day period to act on a preliminary plat that establishes Setterfeld Estates Unit 3A.

Lata Krishnarao, AICP, LEED ND, Consultant, Gunda Corporation Pgs. 99-106

- F. Consideration and possible action approving the preliminary plat that establishes Elkhorn Ridge Unit 5.

Lata Krishnarao, AICP, LEED ND, Consultant, Gunda Corporation Pgs. 107-115

- G. Consideration and possible action approving an Ordinance amending the Fiscal Year 2019-2020 budget reallocating monies for the purchase of an emergency generator for the City Police Station and Emergency Operation Center.

Sarah Buckelew, CPA., Finance Director Pgs. 116-120

- H. Consideration and possible action awarding the bid of the emergency generator for the Police Building and Emergency Operation Center and authorizing the City Manager to sign the agreement.

Ron Emmons, P.E., Public Works Director Pgs. 121-151

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

- A. None.

VI. 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:

- A. 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:

1. Claims made on behalf of a real property owner against the City's operation of the K-3 Trinity Glen Rose Water Well.

2. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
3. To receive legal advice and to receive and deliberate an offer of settlement for claims made on behalf of a real property owner against the City's operation of well K-2.
4. Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs. Edward I. Hill, Robert E. Heckendorn, Craig M. Kuitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.

B. 551.074 (Personnel Matters) – to discuss the hiring of a Chief of Police.

VII. **ADJOURNMENT**

Requests for City topic needing additional information/research; or, potential consideration for a future agenda.

Signature of Agenda Approval: Tobin E. Maples

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 5:00 PM May 18, 2020 and remained so posted continuously for at least 1 hour 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 COUNCIL PRESENTATION

CITY OF FAIR OAKS RANCH, TEXAS

May 21, 2020

AGENDA TOPIC: Stormwater Utility Cost of Service Presentation from NewGen Strategies & Solutions

DATE: May 21, 2020

DEPARTMENT: Public Works Department

PRESENTED BY: Ron Emmons, P.E. and Matthew Garrett, MBA, CGFO, CPM (NewGen Strategies & Solutions)

INTRODUCTION/BACKGROUND:

A Stormwater Utility is the programmed method that the City of Fair Oaks Ranch is considering to implement improvements to its existing drainage system. The City adopted a Master Drainage Plan in 2019 that identified 46 areas in the City with proposed improvements in the neighborhood of \$10.4 million. The City signed a Professional Services Agreement with Kimley-Horn and Associates, Inc. to evaluate and understand the critical elements necessary to enact and create a stormwater utility in the state of Texas.

At the February 20, 2020 City Council meeting, Kimley-Horn presented three separate billing structures: Impervious-based, Rational Method-based, and Area-based. The Council agreed that the Impervious-based billing structure worked best for the City's purposes with a Stormwater Utility. Kimley-Horn is currently assessing all existing impervious cover within the City as a step in establishing an Equivalent Residential Unit (ERU). This data will be presented at a future City Council meeting and subsequent Town Hall meeting.

A key element for the ERU is the overall Cost of Service for the Stormwater Utility. Section 552.044 of the Local Government Code has several items that can be included in the cost of service, as applicable: land acquisition cost; drainage facilities capital cost; professional service fees; drainage facilities O&M; machinery and equipment costs; financing costs; amortized costs; and direct and indirect administrative costs. In addition to all of these variable elements, NewGen Strategies & Solutions has developed an analysis for a five-year period of initial operation. The Council is encouraged to offer their thoughts on the results of the evaluation.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

A Stormwater Utility is a means for a municipality to improve their existing stormwater drainage system. It provides a stable source of funds that make planning and managing a program far easier. It can adequately generate sufficient revenue to run a decent program. There are flexible elements of the proposed rate structure that can support any goal within any setting.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Staff desires general feedback of the consultant's cost of service evaluation for the Stormwater Utility from City Council.

MAY 21, 2020

FAIR OAKS RANCH

STORMWATER UTILITY COST OF SERVICE



Kimley»»Horn





High-Level Considerations

- The Stormwater Utility serves as a means for the City to manage the stormwater system
- This presentation discusses structural options for **potential** implementation of the utility
- Any decision regarding the utility and possible fees will be made by City Council in the **future**
- Any new revenues to support the Stormwater Utility will affect residents and commercial customers



Overview of Stormwater Utility

A Stormwater Utility is a user-fee-based funding program for the City's drainage management activities and drainage infrastructure needs. This presentation will discuss funding for current and future City drainage operating expenses, including related capital projects.



TOWN HALL #2

Stormwater Utility Costs Meeting

Location – TBD

Progress Update

✓	Completed	Council Discussion Determination to Move Forward with Impervious Area
✓	Completed	Town Hall – Stormwater Utility 101
✓	Completed	Determine Billing Method*
🔄	In Progress	Determination of total impervious area (total ERUs) of billable parcels in the City
🔄	In Progress	City's Cost of Service and 5-year plan
🕒	Pending	Determine Fee Structure for 5-year plan
🕒	Pending	Finalize Fee Structure Schedule
🕒	Pending	Prepare Ordinance
🕒	Pending	Conduct Public Hearings
🕒	Pending	Ordinance Adoption
🕒	Pending	Implementation



**City is expected to bill for the Stormwater utility in-house*



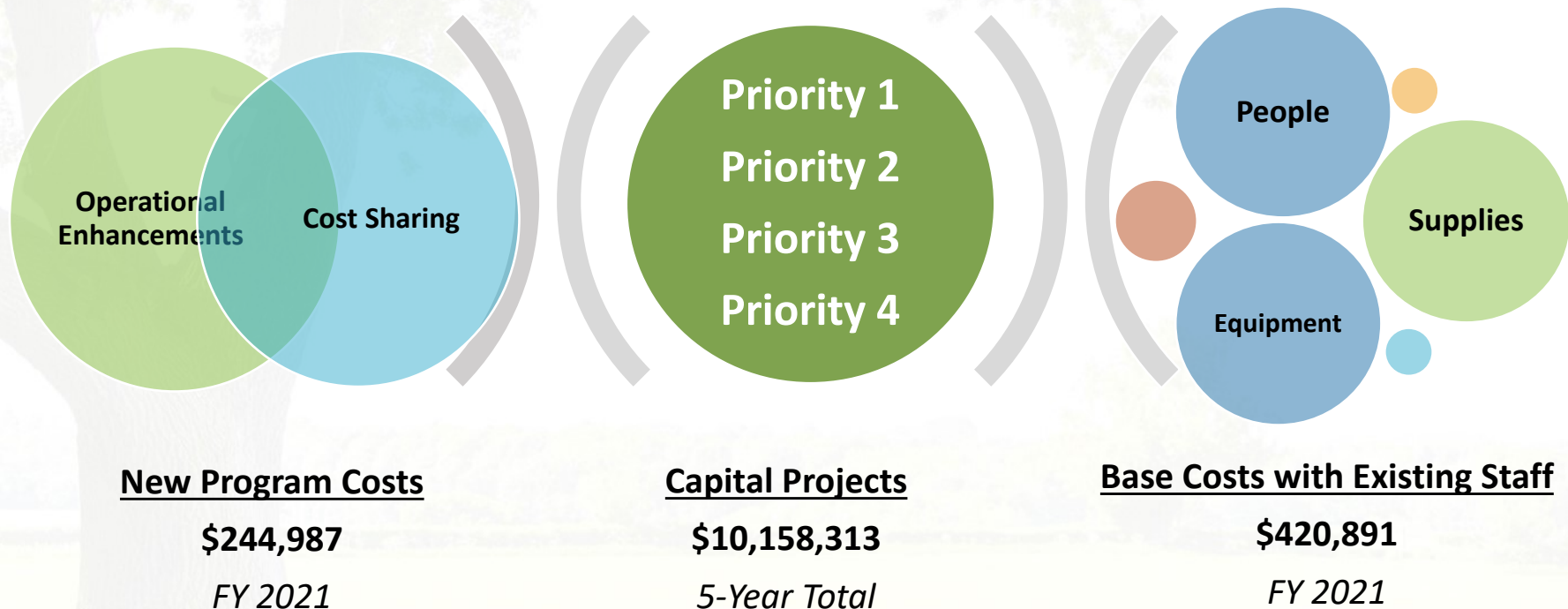
Stormwater Cost of Service Defined

- Allowable drainage costs are specifically outlined in LGC 552.044(2), under Subchapter C
 - (A) ...acquisition...of **land, rights-of-way**...relating to structures, equipment, and facilities used in draining the benefitted property;
 - (B) ...acquisition, construction, repair, and maintenance of **structures, equipment, and facilities**...;
 - (C) ...architectural, engineering, legal, and related services...**estimates of cost and of revenue**...;
 - (D) ...all **machinery, equipment, furniture, and facilities** necessary or incident...;
 - (E) ...funding and **financing charges and interest** arising from construction projects...;
 - (F) the prorated **cost of debt service** and reserve requirements...; and
 - (G) the **administrative costs** of a drainage utility system.



Components of “All-In” Cost of Service

Big Picture Elements Projected in Five-Year Estimate





New Program O&M

Operational Enhancements

- 3 New Full-Time Equivalents starting in FY 2021
 - 2 Maintenance Workers at \$15.53/hour
 - 1 Maintenance Lead at \$18.12/hour
 - Cost of Service includes additional costs associated with benefits and supplies
- General Drainage Maintenance
 - Estimated at \$40,000 in FY 2021
 - Costs generally cover inspections, repairs, and replacements for infrastructure such as drains, pipes, gutters, and other components
- Gradall Rental
 - Estimated at \$7,500 per month
 - Projected to be needed 3-6 months of each year

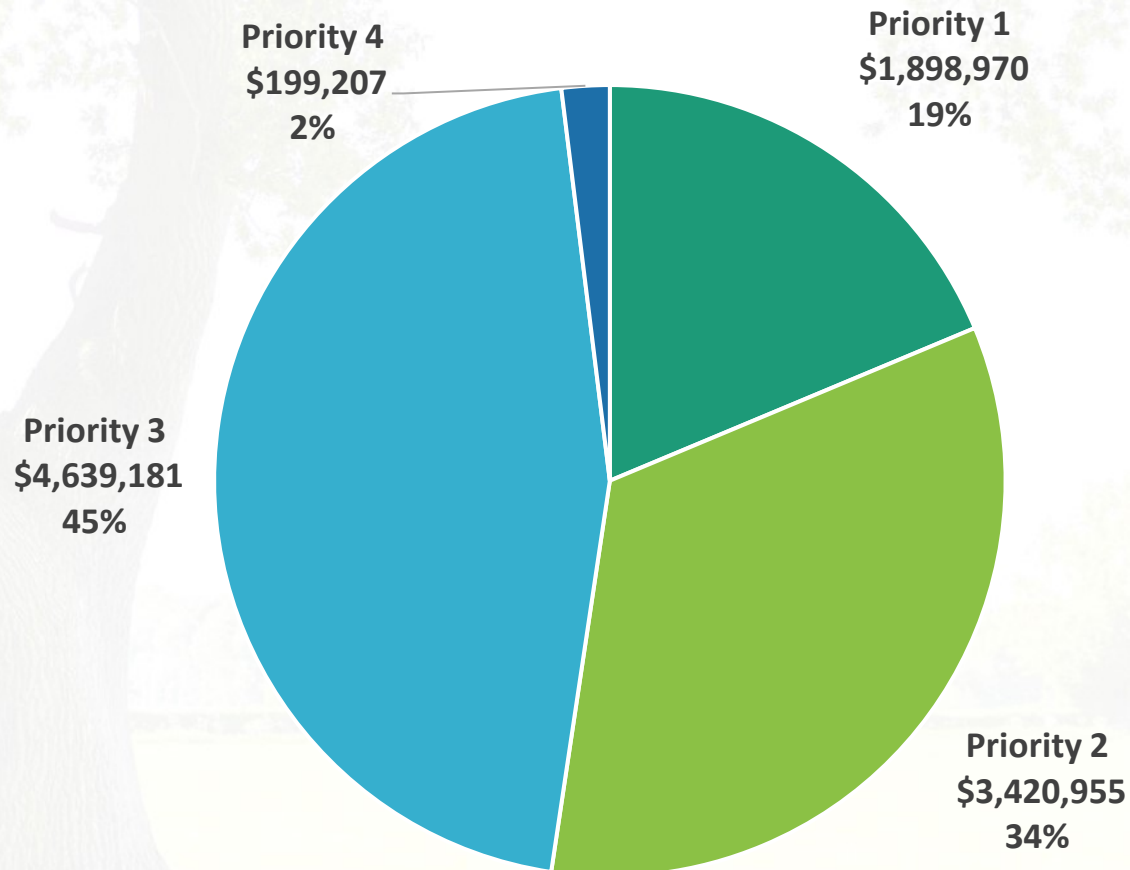


Interfund Transfers

- Equipment Replacement Fund (Estimated at \$31,229 for FY 2021)
 - Phased equity buy-in over four years for existing assets
 - 25% of annual depreciation on identified assets
 - Will change as current equipment fully depreciates and new equipment is added
- Optional - Franchise Fee (Estimated at \$35,185 for FY 2021)
 - A fee charged to the utility, partially reimbursing taxpayers for previous investments in right of way acquisition, roadways, and related maintenance
 - Common in many municipalities at 5% of billed revenues for both public and private utilities
 - Could be phased in to reduce impact on budget



2018 Drainage Master Plan Priorities



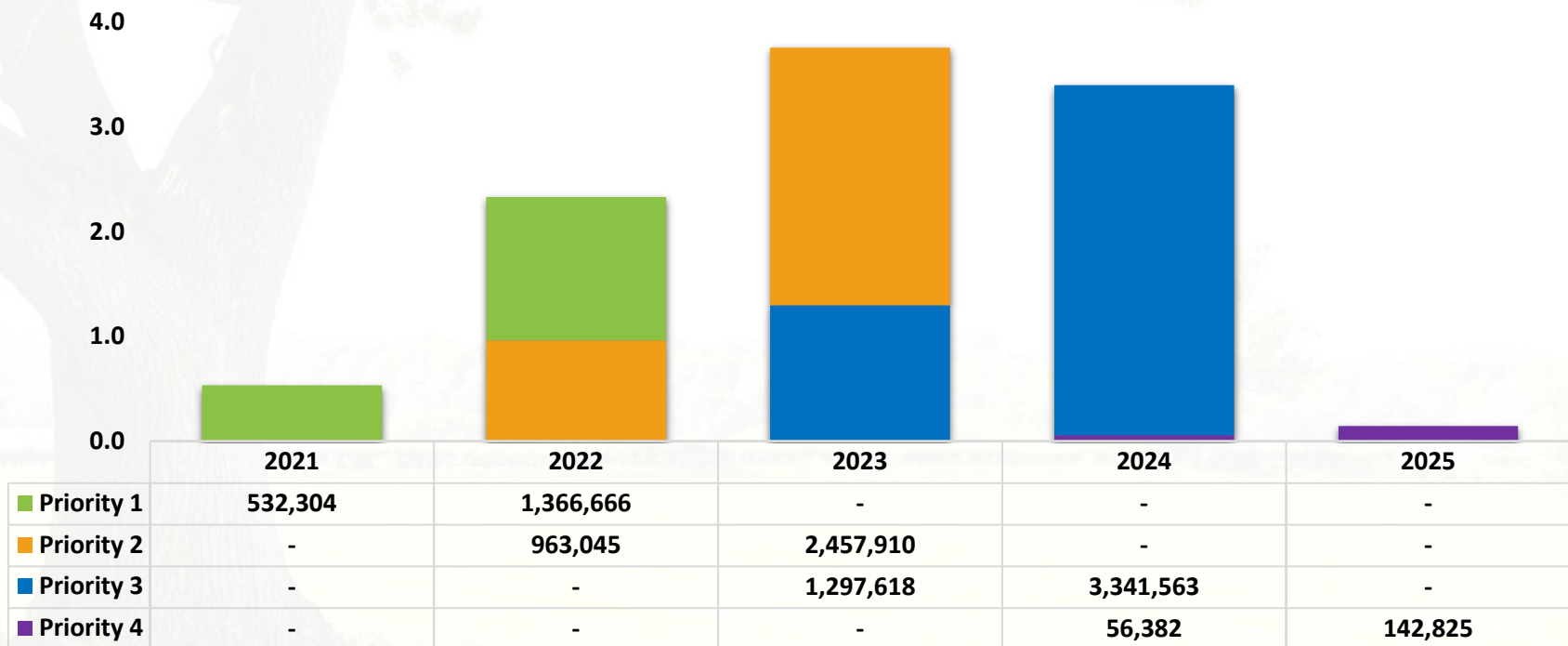


Accelerated Capital Funding Plan

*Assumes completion of all identified Stormwater projects in Drainage Master Plan within next 5 years
Reflects only public projects; private projects amount to \$2,016,075*

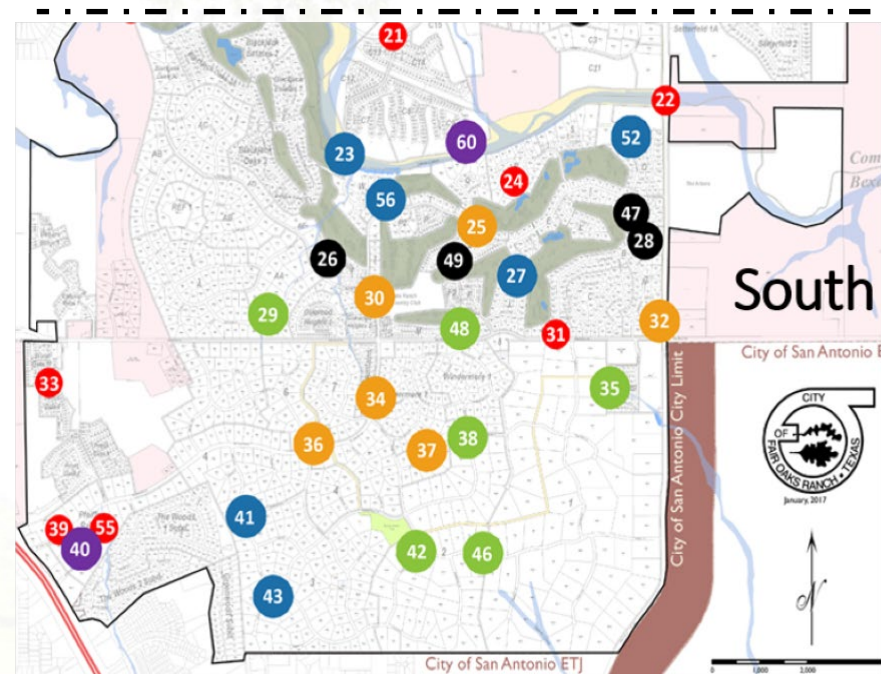
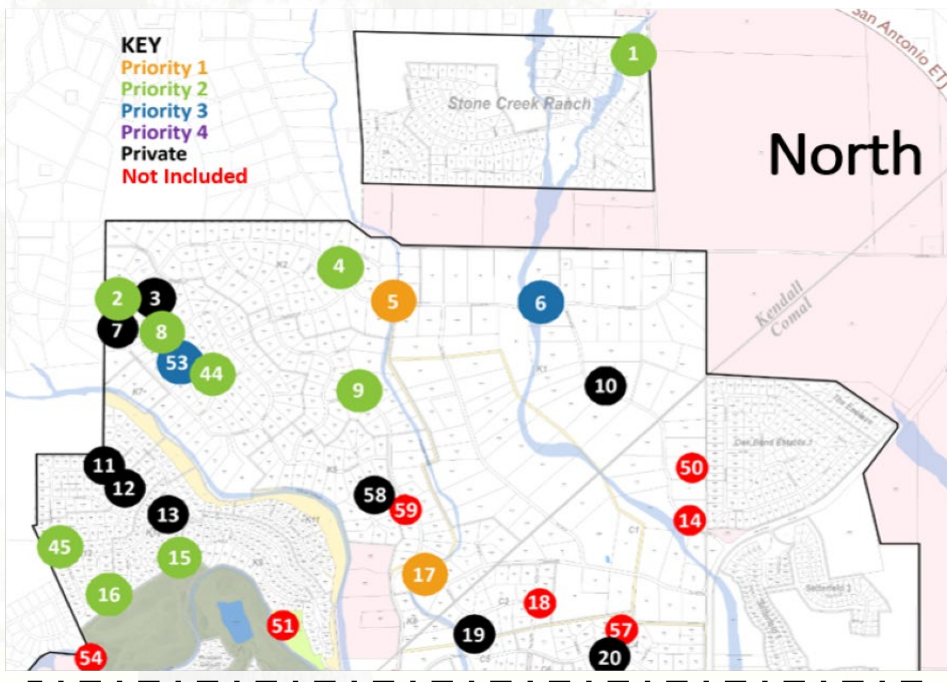
Millions (\$)

Annual Costs Summary by Priority





Known Stormwater Drainage Issues





Priority 1 Projects

~19% of
Total CIP
Costs

Description	Engineering and		Engineering and		Total Costs
	Land	Construction	Land	Construction	
	Fund Year	Fund Year	Cost	Cost	
1- Issue 05 Score 47	2021	2022	\$179,625	\$462,894	\$642,519
1- Issue 17 Score 47	2021	2022	184,006	474,184	658,190
1- Issue 34 Score 46	2021	2022	13,143	31,612	44,756
1- Issue 25 Score 42	2021	2022	38,335	98,788	137,123
1- Issue 36 Score 42	2021	2022	38,335	98,788	137,123
1- Issue 32 Score 41	2021	2022	38,335	98,788	137,123
1- Issue 37 Score 40	2021	2022	13,143	31,612	44,756
1- Issue 30 Score 31	2021	2022	27,382	69,999	97,380
TOTAL			\$532,304	\$1,366,666	\$1,898,970

Notes:

1. Projected provided by 2018 Drainage Master Plan provided by CDM Smith
2. Initial Engineering and Land Costs provided by City staff
3. All costs escalated by the Constructive Cost Index of 3.08% per American City & County as of January 2020



Priority 2 Projects

~34% of
Total CIP
Costs

Description	Engineering and		Engineering and		Total Costs
	Land Fund Year	Construction Fund Year	Land Cost	Construction Cost	
2- Issue 48 Score 31	2022	2023	\$13,548	\$32,586	\$46,134
2- Issue 29 Score 30	2022	2023	39,515	101,831	141,346
2- Issue 35 Score 30	2022	2023	256,285	659,865	916,150
2- Issue 15 Score 30	2022	2023	39,515	101,831	141,346
2- Issue 16 Score 30	2022	2023	13,548	32,586	46,134
2- Issue 02 Score 29	2022	2023	39,515	101,831	141,346
2- Issue 08 Score 29	2022	2023	13,548	32,586	46,134
2- Issue 38 Score 29	2022	2023	13,548	32,586	46,134
2- Issue 44 Score 29	2022	2023	13,548	32,586	46,134
2- Issue 46 Score 29	2022	2023	13,548	32,586	46,134
2- Issue 04 Score 28	2022	2023	39,515	101,831	141,346
2- Issue 42 Score 28	2022	2023	13,548	32,586	46,134
2- Issue 09 Score 27	2022	2023	13,548	32,586	46,134
2- Issue 45 Score 27	2022	2023	13,548	32,586	46,134
2- Issue 01 Score 26	2022	2023	426,766	1,097,447	1,524,213
TOTAL			\$963,045	\$2,457,910	\$3,420,955

Notes:

1. Projected provided by 2018 Drainage Master Plan provided by CDM Smith
2. Initial Engineering and Land Costs provided by City staff
3. All costs escalated by the Constructive Cost Index of 3.08% per American City & County as of January 2020



Priority 3 Projects

~45% of
Total CIP
Costs

Description	Engineering and		Engineering and		Total Costs
	Land	Construction	Land	Construction	
	Fund Year	Fund Year	Cost	Cost	
3- Issue 56 Score 26	2023	2024	\$13,965	\$33,590	\$47,555
3- Issue 52 Score 25	2023	2024	40,732	104,967	145,700
3- Issue 53 Score 25	2023	2024	40,732	104,967	145,700
3- Issue 27 Score 22	2023	2024	40,732	104,967	145,700
3- Issue 41 Score 22	2023	2024	40,732	104,967	145,700
3- Issue 43 Score 22	2023	2024	40,732	104,967	145,700
3- Issue 06 Score 17	2023	2024	214,136	551,829	765,965
3- Issue 23 Score 17	2023	2024	865,855	2,231,307	3,097,162
TOTAL			\$1,297,618	\$3,341,563	\$4,639,181

Notes:

1. Projected provided by 2018 Drainage Master Plan provided by CDM Smith
2. Initial Engineering and Land Costs provided by City staff
3. All costs escalated by the Constructive Cost Index of 3.08% per American City & County as of January 2020



Priority 4 Projects

~2% of Total
CIP Costs

Description	Engineering and		Engineering and		Total Costs
	Land	Construction	Land	Construction	
Fund Year	Fund Year	Fund Year	Cost	Cost	
4- Issue 40 Score 16	2024	2025	\$14,396	\$34,624	\$49,020
4- Issue 60 Score 15	2024	2025	41,987	108,200	150,187
TOTAL			\$56,382	\$142,825	\$199,207

Notes:

1. Projected provided by 2018 Drainage Master Plan provided by CDM Smith
2. Initial Engineering and Land Costs provided by City staff
3. All costs escalated by the Constructive Cost Index of 3.08% per American City & County as of January 2020



Base Costs for Existing Staff

<u>Position Title</u>	<u>Full-Time Equivalent</u>
Environmental Compliance Manager	0.50
Utility Clerk	0.33
Public Works Superintendent	0.25
Public Works Director/City Engineer	0.25
Manager of Engineering Services	0.25
Administrative Assistant	0.25
Administrative Clerk	0.25
Infrastructure Inspector	0.25
Administrative Clerk	0.25
Maintenance Supervisor	0.25
Finance Director	0.15
Director of HR & Communications	0.15
Administrative Assistant	0.15
Accounting Manager	0.10
IT Manager	0.10
Accounting Staff	0.10
City Manager	0.10
GIS Technician	0.10
Code Enforcement	0.10
Payroll/AP Specialist	0.10

Estimated for FY 2021

Total Current FTEs: 3.98 FTEs

Total Current Personnel Costs: \$354,238

Total Materials and Supplies Cost: \$35,424
(related to Stormwater)

Total \$389,662



Personnel Descriptions

Finance

- **Finance Director**
Oversight, review, approval and/or preparation of all Finance functions
- **Accounting Manager**
General Ledger Accounting; Monthly, quarterly, and annual reporting/audits; Review payroll and AP

- **Accounting Staff**
Assist and support Account Manager with all duties and responsibilities
- **AP/Payroll Clerk**
Process payroll and AP
- **IT Manager**
Management of all IT systems, hardware, software, and Cyber Security; Desktop support

Administrative and HR

- **City Manager**
Budget ownership; Oversight and authority over all functions and Capital projects; Review and approval of all policies and procedures
- **Utility Clerk (W/WW)**
Manage utility billing; Handle residential SW-related calls; process SW utility payments

- **Director of HR and Communication**
Assist with stormwater personnel matters, including posting jobs and hiring; Mailer distributions and FAQ distributions; Coordination for Town Hall meetings
- **Administrative Clerk**
Handle residential SW-related calls: Process SW utility payments

Building Codes and Permits

- **Administrative Assistant**
Update Impervious Cover items for new permits; Assist with billing; Handle residential SW-related calls; Process SW utility payments

Some personnel descriptions have been simplified for clarity and space.



Personnel Descriptions

Engineering and Planning

- **Environmental Compliance Manager**
Manage the City's SW Management Plan and TCEQ permitted Municipal Separate Storm Sewer System (MS4); Oversight of SW Pollution Prevention Plans; Inspect regulated outfalls of SW systems; Investigate and respond to SW-related complaints
- **Public Works Director / City Engineer**
General oversight of all SW functions, processes, and elements; serves as the City's designated Floodplain Administrator; handles residential stormwater related calls
- **Manager of Engineering Services**
Coordinate project planning, engineering management, and bidding; work with project contractors; supervise multiple positions involved with stormwater systems
- **Code Compliance Officer**
Respond to any MS4 violations
- **Infrastructure Inspector**
Project management of SW-related construction, including regular site inspections and post-construction performance reviews; Perform site inspections and assess structural integrity of drainage culverts, channels, bridges, etc.
- **GIS Technician**
Identify, maintain, and update limits of drainage streams, channels, and other drainage facilities; Asset management of all infrastructure related to SW systems; Maintain City maps; Confirm Impervious Cover for properties
- **Administrative Assistant**
Maintain records and reports; Assist with billing; Coordinate consultant activities related to CIP; Assist with website; Assist SW Management Staff; Handle residential SW-related calls

Maintenance

- **Public Works Superintendent**
Project management, including scheduling, planning, and coordinating with contractors; Assist with plan review; Attend residential meetings; Assist with bidding
- **Maintenance Lead**
Street Sweeping; Field work; Inspections; Cleaning; Culvert regrading and cleanout; Project supervision, tracking and completion
- **Maintenance Supervisor**
Prioritizing and scheduling projects; Responding to residential calls; All duties of the Maintenance Lead
- **Maintenance Worker**
Street Sweeping; Field work; Inspections; Cleaning; Culvert regrading and cleanout; Project tracking and completion

Some personnel descriptions have been simplified for clarity and space.



Total Costs Estimated for the Next Five Years

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
New Program O&M	\$209,802	\$223,677	\$238,209	\$253,425	\$260,886
Transfer to GF	35,185	45,721	62,550	77,874	78,543
Transfer to ERF	31,229	31,130	30,991	28,853	8,257
CIP/Debt Service	37,828	210,966	502,564	766,397	777,487
Base Personnel	354,238	366,304	378,803	391,753	405,170
Base Materials & Supplies	35,424	36,630	37,880	39,175	40,517
Total Cost of Service	\$703,706	\$914,428	\$1,250,997	\$1,557,476	\$1,570,860
Increase (\$)		\$210,723	\$336,569	\$306,479	\$13,384

These figures represent DRAFT estimates based on fully funding the various inputs described in this presentation.

Future Considerations

- What “Level of Service” do we want to maintain for this utility?
 - Current and future costs to maintain and operate the stormwater utility
- What Projects are most needed?
 - Major capital prioritizing and scheduling
- How do our “Level of Service” objectives and related costs fit into our strategy?
 - Adjust 5-year business plan





Service Level and Funding Option Discussion

Service Activity	Funding Sources Considered
Base Costs of Existing Staff	• Property Tax (M&O) • Water and Wastewater Rates • Stormwater Fee
Stormwater CIP	• Property Tax (I&S) • Stormwater Fee
New Stormwater Programs	• Stormwater Fee



Possible Funding Scenarios – FY 2021

- Scenario 1 – All in Stormwater Fee
- Scenario 2 – Operating Expenses in Stormwater Fee
- Scenario 3 – Minimal

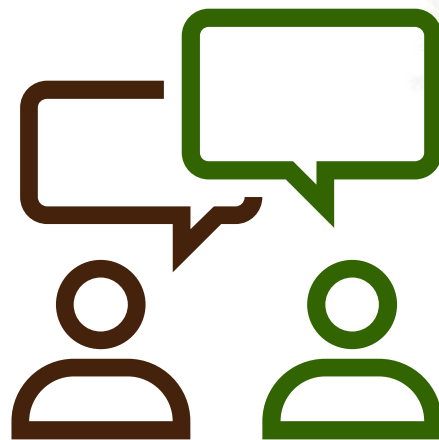
	Stormwater Utility Funded	Interest and Sinking Funded	General and Water/Wastewater Funded
Scenario 1	\$703,706		
Scenario 2	\$665,878	\$37,828	
Scenario 3	\$244,987	\$37,828	\$420,891



Possible Funding Scenarios – FY 2025

- Scenario 1 – All in Stormwater Fee
- Scenario 2 – Operating Expenses in Stormwater Fee
- Scenario 3 – Minimal

	Stormwater Utility Funded	Interest and Sinking Funded	General and Water/Wastewater Funded
Scenario 1	\$1,570,860		
Scenario 2	\$793,373	\$777,487	
Scenario 3	\$339,428	\$777,487	\$453,945



Questions?



CITY COUNCIL PRESENTATION

CITY OF FAIR OAKS RANCH, TEXAS

May 21, 2020

AGENDA TOPIC: Overview of Types of Municipal Debt Presentation from Samco Capital
DATE: May 21, 2020
DEPARTMENT: Finance
PRESENTED BY: Andrew Friedman, SAMCO Capital and Sarah Buckelew, CPA, Finance Director

INTRODUCTION/BACKGROUND:

As part of the annual budget compilation process, City Council and Staff review large capital expenditures that are programmed for the next few years in the Strategic Action Plan. As part of this preliminary review of larger Strategic Action Plan Projects, Andrew Friedman from SAMCO Capital will be presenting alternative financing methods for some of the projects up for consideration.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Analyzing all potential revenue sources is the only diligent and comprehensive path forward to make appropriate long-term financial decisions.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

None at this time. This is a preliminary discussion to provide all revenue source possibilities, so that Council and Staff can proceed forward with options for future budget years.

LEGAL ANALYSIS:

None at this time.

RECOMMENDATION/PROPOSED MOTION:

No recommended actions or motions.

CITY OF FAIR OAKS RANCH, TEXAS

Overview of Types of Municipal Debt

May 21, 2020

Mark M. McLiney
SENIOR MANAGING DIRECTOR



MEMBER: FINRA/SIPC
www.samcocapital.com

(210) 832-9760 (San Antonio)
(214) 765-1439 (Dallas)
mmcliney@samcocapital.com

Andrew T. Friedman
MANAGING DIRECTOR



MEMBER: FINRA/SIPC
www.samcocapital.com

(210) 832-9760 (San Antonio)
(214) 765-1439 (Dallas)
afriedman@samcocapital.com



Types of Municipal Debt

General Obligation Bonds

- Authorized by a successful bond election or multiple bond elections for multiple projects
- If voters turn down a bond election the City is prohibited from issuing COs for the same project for 2 years
- Secured by ad valorem tax levy
- Typically used for general improvements in the City (street improvements, municipal facilities, rolling stock, etc.)
- NOT typically used to fund enterprise fund improvements (i.e. utility system improvements, drainage improvements)
- Bond Elections alone carry an added cost (renting election machines, legal fees for drafting election ordinance, etc.) typically around \$15,000 - \$30,000 regardless of election success
- Lead time for issuing General Obligation Bonds (once approved by the voters) is roughly 60 days



Types of Municipal Debt

Revenue Bonds

- No election required
- Ad valorem taxes are NOT allowed in repayment of the Bonds
- Would only be allowed for making improvements to enterprise that is responsible for repayment
- Often carry a higher cost of borrowing due to weaker security of the bonds (utility system revenues/sales tax revenues versus ad valorem taxes)
- Stricter bond covenants that can make revenue bonds much more difficult to issue requiring higher utility rates as a result.
 - A typical covenant would require prior year's net revenues of 1.25X the average debt service of all utility system debt outstanding (including the issuance of the Bonds)
 - Debt Service Reserve Fund must be created and funded over the course of 60 months in an amount equal to the average annual debt service of the revenue bonds
 - Lead Time for issuing Revenue Bonds is roughly 60 days



Types of Municipal Debt

Certificates of Obligation

- No election required, but voters retain the right of referendum
- City Council must adopt a Notice of Intent Resolution and publish the notice in its paper of record for two consecutive weeks, as well as the City's website so citizens are aware of the upcoming financing
- Subject to petition by the registered voters of the City
 - If a petition is submitted with 5% of the qualified voters contesting the issuance of the COs then the issuance of COs is paused until a bond election can be called and held. Only after a successful election could the COs be sold
- Sale can only proceed once 45 days has elapsed since the publication of the Notice and no valid petition has been filed with the City
- Ad valorem taxes and utility system revenues may be pledged in repayment of the Obligations depending on which fund(s) supports the project
- Allows the City to finance multiple projects with multiple sources of repayment together to create economies of scale and reduce issuance costs
- Lead time for issuance is roughly 90 days



Types of Municipal Debt

Tax Notes

- No election required
- Not subject to referendum by the citizens
- Maximum maturity of 7 years
- Used primarily for financing assets with a shorter useful life
- Quickest process to issue debt and have the funds deposited into the City's accounts
- Typically a cheaper borrowing alternative to Lease Purchase Agreements
- Can be used to finance improvements repaid from any lawfully available source (Enterprise Funds, Ad Valorem Taxes, EDC, etc.)
- Lead time is roughly 45-60 days



Types of Municipal Debt

Pros and Cons of Certificates of Obligation

Pros:

- Less costly than issuing general obligation bonds (no election cost)
- Cheaper than issuing revenue bonds and less restrictive bond covenants
- Quicker process than having a bond election and issuing GO Bonds
- Fund multiple projects at one-time
 - i.e. can fund general fund projects and utility system projects together rather than issue two separate bonds and incurring twice the cost

Cons:

- Less input from the voters
 - Voters are made aware of the City's intention to sell debt and retain the right of referendum
 - Very low threshold (5% of qualified voters) to stop a CO issuance
- Potential public perception that you are circumventing the voters
 - Elected officials are tasked with directing the City based upon their insight of the various issues facing the city



Fair Oaks Ranch, City of Tax Rate Impact Analysis May 14, 2020												
			\$225K IT			\$4.84MM Priorities 3 and 4 Drainage					\$310K Amman Road and Parkway Series	
FYE (9/30)	TAV ⁽¹⁾	Existing Debt Service	Infrastructure Series 2020 ⁽²⁾	Projected Debt Service	Cumulative Impact on I&S ⁽³⁾	\$1.9MM Priority 1 Drainage Projects Series 2021 ⁽²⁾	\$3.45MM Priority 2 Drainage Projects Series 2022 ⁽⁴⁾	Projects Series 2023 ⁽⁴⁾	Projected Debt Service	Cumulative Impact on I&S ⁽³⁾	2020 ⁽²⁾	Projected Debt Service
2019	\$ 1,561,260,276	\$ 552,009		\$ 552,009	\$ 0.0361				\$ 552,009	\$ 0.0361		\$ 552,009
2020	1,656,117,823	551,540		551,540	0.0340				551,540	0.0340		551,540
2021	1,705,801,358	550,675	\$ 46,663	597,338	0.0357				597,338	0.0357	\$ 19,913	617,250
2022	1,705,801,358	549,185	50,281	599,466	0.0359	\$ 134,231			733,698	0.0439	19,588	753,285
2023	1,705,801,358	552,130	48,819	600,949	0.0359	132,544	\$ 264,125		997,618	0.0597	19,263	1,016,880
2024	1,705,801,358	553,163	47,356	600,519	0.0359	130,856	264,063	\$ 370,663	1,366,100	0.0817	18,938	1,385,038
2025	1,705,801,358	552,475	50,813	603,288	0.0361	134,113	263,775	368,575	1,369,750	0.0819	23,531	1,393,281
2026	1,705,801,358	550,950	-	550,950	0.0330	132,313	263,263	371,150	1,317,675	0.0788	23,044	1,340,719
2027	1,705,801,358	548,575	-	548,575	0.0328	135,456	262,525	368,388	1,314,944	0.0787	22,556	1,337,500
2028	1,705,801,358	550,888	-	550,888	0.0330	133,544	266,450	370,288	1,321,169	0.0790	22,069	1,343,238
2029	1,705,801,358	552,825	-	552,825	0.0331	131,631	265,038	371,738	1,321,231	0.0790	21,581	1,342,813
2030	1,705,801,358	548,100	-	548,100	0.0328	134,663	263,400	367,850	1,314,013	0.0786	21,094	1,335,106
2031	1,705,801,358	-	-	-	-	132,638	266,425	368,625	767,688	0.0459	20,606	788,294
2032	1,705,801,358	-	-	-	-	134,844	264,113	368,950	767,906	0.0459	20,119	788,025
2033	1,705,801,358	-	-	-	-	131,281	261,575	368,825	761,681	0.0456	19,631	781,313
2034	1,705,801,358	-	-	-	-	132,625	263,700	368,250	764,575	0.0457	19,144	783,719
2035	1,705,801,358	-	-	-	-	133,781	265,375	367,225	766,381	0.0458	23,575	789,956
2036	1,705,801,358	-	-	-	-	134,750	261,713	370,638	767,100	0.0459	22,925	790,025
2037	1,705,801,358	-	-	-	-	135,531	262,713	368,488	766,731	0.0459	22,275	789,006
2038	1,705,801,358	-	-	-	-	131,219	263,263	370,775	765,256	0.0458	21,625	786,881
2039	1,705,801,358	-	-	-	-	131,813	263,363	367,500	762,675	0.0456	20,975	783,650
2040	1,705,801,358	-	-	-	-	132,219	263,013	368,663	763,894	0.0457	20,325	784,219
2041	1,705,801,358	-	-	-	-	132,438	262,213	369,150	763,800	0.0457	-	763,800
2042	1,705,801,358	-	-	-	-	-	265,850	368,963	634,813	0.0380	-	634,813
2043	1,705,801,358	-	-	-	-	-	-	368,100	368,100	0.0220	-	368,100
Total		6,612,514	243,931	6,856,445		2,662,488	5,275,950	7,382,800	22,177,683		422,775	20,833,745

⁽¹⁾ Taxable Assessed Value based on historical certified grand totals, 2019 preliminary values provided by the City. Assumes 3% per year growth for 5 years and no growth thereafter. City has averaged 5.5% growth over the past 10 years.

⁽²⁾ Preliminary, subject to change. Interest calculated to be 3.25% for illustrative purposes only.

⁽³⁾ Assumes 98% tax collections. Reflects the cumulative impact of each potential debt issuance on the I&S tax rate.

⁽⁴⁾ Preliminary, subject to change. Interest calculated to be 4.50% for illustrative purposes only.

Homeowner Impact			
Home Value*	Monthly Increase	Annual Increase	
\$ 150,000	\$ 0.26	\$ 3.16	
300,000	0.53	6.32	
500,000	0.88	10.53	
650,000	1.14	13.69	
800,000	1.40	16.85	
1,000,000	1.75	21.06	

* Net of Exemptions.

Homeowner Impact			
Home Value*	Monthly Increase	Annual Increase	
\$ 150,000	\$ 5.99	\$ 71.93	
300,000	11.99	143.87	
500,000	19.98	239.78	
650,000	25.98	311.71	
800,000	31.97	383.64	
1,000,000	39.96	479.55	

* Net of Exemptions.

Homeowner Impact			
Home Value*	Monthly Increase	Annual Increase	
\$ 150,000	\$ 6.17	\$ 74.04	
300,000	12.34	148.09	
500,000	20.57	246.82	
650,000	26.74	320.86	
800,000	32.91	394.90	
1,000,000	41.14	493.63	

* Net of Exemptions.

City of Fair Oaks Ranch, Texas Municipal Development District Proforma						
FYE (9/30)	Revenues	Expenditures	Available for Debt Service	\$600K Civic Center Series 2020 ⁽¹⁾	Revenue Surplus/(Shortfall)	
2019	\$ 257,070	\$ 32,813	\$ 224,257		\$	224,257
2020	257,070	32,813	224,257			224,257
2021	257,070	32,813	224,257	\$ 68,688		155,570
2022	257,070	32,813	224,257	71,981		152,276
2023	257,070	32,813	224,257	70,194		154,063
2024	257,070	32,813	224,257	68,406		155,851
2025	257,070	32,813	224,257	71,538		152,720
2026	257,070	32,813	224,257	69,588		154,670
2027	257,070	32,813	224,257	72,556		151,701
2028	257,070	32,813	224,257	70,444		153,813
2029	257,070	32,813	224,257	68,331		155,926
2030	257,070	32,813	224,257	71,138		153,120
Total				\$ 702,863		

⁽¹⁾ Preliminary, subject to change. Interest calculated at an assumed rate of 3.25% for illustrative purposes only. Revenues and expenditures based upon the City's CAFR for the fiscal year ended September 30, 2019.

City of Fair Oaks Ranch, Texas Water and Sewer Fund Proforma									
\$4,200,000									
FYE (9/30)	Revenues	Expenditures	Available for Debt Service	\$150K SCADA Series 2020 ⁽¹⁾	\$4MM Elevated Storage Tank Series 2020 ⁽¹⁾	\$5MM W&S Infrastructure Series 2020 ⁽²⁾	\$20MM WWTP Series 2025 ⁽³⁾	Total	Revenue Surplus/(Shortfall) ⁽⁴⁾
2019	\$ 4,996,559	\$ 3,928,571	\$ 1,067,988						\$ 1,067,988
2020	4,996,559	3,928,571	1,067,988						1,067,988
2021	4,996,559	3,928,571	1,067,988	\$ 34,388	\$ 284,063	\$ 361,700		\$ 680,150	387,838
2022	4,996,559	3,928,571	1,067,988	33,413	284,106	364,900		682,419	385,569
2023	4,996,559	3,928,571	1,067,988	32,438	283,988	362,800		679,225	388,763
2024	4,996,559	3,928,571	1,067,988	31,463	283,706	360,500		675,669	392,319
2025	4,996,559	3,928,571	1,067,988	30,488	288,181	362,900		681,569	386,419
2026	4,996,559	3,928,571	1,067,988	-	287,413	364,900	\$ 897,000	1,549,313	(481,325)
2027	4,996,559	3,928,571	1,067,988	-	286,481	361,600	893,950	1,542,031	(474,043)
2028	4,996,559	3,928,571	1,067,988	-	285,388	363,000	893,750	1,542,138	(474,150)
2029	4,996,559	3,928,571	1,067,988	-	284,131	364,000	893,350	1,541,481	(473,493)
2030	4,996,559	3,928,571	1,067,988	-	287,631	364,600	897,700	1,549,931	(481,943)
2031	4,996,559	3,928,571	1,067,988	-	285,888	364,800	896,800	1,547,488	(479,500)
2032	4,996,559	3,928,571	1,067,988	-	283,981	364,600	895,700	1,544,281	(476,293)
2033	4,996,559	3,928,571	1,067,988	-	286,831	364,000	894,400	1,545,231	(477,243)
2034	4,996,559	3,928,571	1,067,988	-	284,438	363,000	897,850	1,545,288	(477,300)
2035	4,996,559	3,928,571	1,067,988	-	286,800	361,600	896,050	1,544,450	(476,462)
2036	4,996,559	3,928,571	1,067,988	-	283,919	364,700	894,050	1,542,669	(474,681)
2037	4,996,559	3,928,571	1,067,988	-	285,794	362,300	896,800	1,544,894	(476,906)
2038	4,996,559	3,928,571	1,067,988	-	287,344	364,400	894,300	1,546,044	(478,056)
2039	4,996,559	3,928,571	1,067,988	-	288,569	361,000	896,550	1,546,119	(478,131)
2040	4,996,559	3,928,571	1,067,988	-	284,550	362,100	893,550	1,540,200	(472,212)
2041	4,996,559	3,928,571	1,067,988	-	-	-	895,300	895,300	172,688
2042	4,996,559	3,928,571	1,067,988	-	-	-	896,750	896,750	171,238
2043	4,996,559	3,928,571	1,067,988	-	-	-	897,900	897,900	170,088
2044	4,996,559	3,928,571	1,067,988	-	-	-	893,800	893,800	174,188
2045	4,996,559	3,928,571	1,067,988	-	-	-	894,450	894,450	173,538
2046	4,996,559	3,928,571	1,067,988	-	-	-	894,800	894,800	173,188
2047	4,996,559	3,928,571	1,067,988	-	-	-	894,850	894,850	173,138
2048	4,996,559	3,928,571	1,067,988	-	-	-	894,600	894,600	173,388
2049	4,996,559	3,928,571	1,067,988	-	-	-	894,050	894,050	173,938
2050	4,996,559	3,928,571	1,067,988	-	-	-	893,200	893,200	174,788
2051	4,996,559	3,928,571	1,067,988	-	-	-	897,000	897,000	170,988
2052	4,996,559	3,928,571	1,067,988	-	-	-	895,450	895,450	172,538
2053	4,996,559	3,928,571	1,067,988	-	-	-	893,600	893,600	174,388
2054	4,996,559	3,928,571	1,067,988	-	-	-	896,400	896,400	171,588
2055	4,996,559	3,928,571	1,067,988	-	-	-	893,850	893,850	174,138
Total				\$ 162,188	\$ 5,713,200	\$ 7,263,400	\$ 26,857,800	\$ 39,996,588	

⁽¹⁾ Preliminary, subject to change. Interest calculated at an assumed rate of 3.25% for illustrative purposes only.

⁽²⁾ Preliminary, subject to change. Interest calculated at an assumed rate of 4.00% for illustrative purposes only.

⁽³⁾ Preliminary, subject to change. Interest calculated at an assumed rate of 2.00% assuming TWDB purchases through its Clean Water State Revolving Fund.

⁽⁴⁾ Does not consider other revenues that may be available from developer agreements or other sources.

Revenues and expenditures based upon the City's CAFR for the fiscal year ended September 30, 2019.

CITY OF FAIR OAKS RANCH
CITY COUNCIL TELECONFERENCE MEETING MINUTES
May 7, 2020
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum

Present: Mayor Manitzas and Mayor Pro Tem Elizondo
Council Members: Havard, Hartpence, Koerner, Patel and Maxton.

With a quorum present, the City Council meeting was called to order at 9:33 AM.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. Citizens to be heard.

Mr. Frank Trapasso, resident, voiced concern that crews are placing flags on private property and a team is drilling into the ground near Amman road for a water tower project he believes should be canceled or indefinitely postponed. Mr. Trapasso stated that surrounding cities have committed to not spending funds on projects that are not a necessity and asked council to review this project considering the pandemic.

B. The Employee of the Quarter Award was awarded to Police Officer Elsie Serold.

C. Mayor Manitzas read a Proclamation declaring the week of May 10, 2020 as Police Week and May 15, 2020 as Peace Officers Memorial Day

D. Mayor Manitzas read a Proclamation declaring the week of May 17 - 23, 2020 as National Public Works Week.

Mayor Manitzas announced the Clarissa Rodriguez would be serving as the city's attorney during this meeting.

III. CONSENT AGENDA

A. Approval of the April 16, 2020 Regular City Council teleconference minutes.

The Mayor presented the Consent Agenda and with no discussion the Consent Agenda was approved by unanimous consent. 7-0

IV. CONSIDERATION/DISCUSSION ITEMS

A. Consideration and possible action modifying and extending a declaration of local disaster; establishing rules and regulations for the duration of the disaster; and restricting certain activities.

MOTION: Made by Council Member Koerner, seconded by Council Member Maxton to approve an Ordinance extending the Declaration of Local Disaster to May 21, 2020; and establishing rules and regulations for the duration of the disaster and restricting certain activities as discussed.

VOTE: 7-0; Motion passed.

B. Presentation of Quarterly Investment Report.

Sarah Buckelew, Director of Finance, provided the Quarterly Investment report.

C. Receive and discuss an Economic Outlook & Current Year COVID-19 Financial Impact Report.

Sarah Buckelew, Director of Finance, provided a presentation on the city's economic outlook after which Tobin Maples, City Manager, sought general insight and guidance from Council on which projects to continue, defund or delay. Feedback was provided by Council for both the general and enterprise funds.

D. Receive and discuss a Navigating the COVID-19 Crisis and Planning for the Future Report.

Tobin Maples, City Manager, highlighted the City's response to the COVID-19 crisis, transition to recovery, and then discussed upcoming projects for which the Council provided feedback. Sarah Buckelew, Director of Finance, discussed planning for next year's budget year and provided revenue projections.

E. Discuss and consider initiatives to evaluate and implement that provide temporary financial or regulatory relief to citizens relative to Covid-19 impacts.

Council Member Patel discussed her reasoning for asking staff to look at temporary initiatives to provide relief to citizens after which Tobin Maples, City Manager, offered possible items that could be considered. The general consensus was to create an Ordinance to change the deadline to complete cross-connection control and backflow prevention testing from September 30, 2020 to December 31, 2020.

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

- A. Council Member Patel suggested that city staff bring an ordinance to extend the deadline to complete cross-connection control and backflow prevention testing.
- B. Council Member Havard requested that a discussion item on oak wilt be placed on a future agenda.

VI. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 12:43 PM.

ATTEST:

Garry Manitzas, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
May 21, 2020

AGENDA TOPIC: Consideration and possible action modifying and extending a declaration of local disaster; establishing rules and regulations for the duration of the disaster; and restricting certain activities.

DATE: May 21, 2020

DEPARTMENT: City Council

PRESENTED BY: Mayor Manitzas

INTRODUCTION/BACKGROUND:

On March 13, 2020, following President Trump's declaration of a national emergency, Texas Governor Abbott declared Texas a public health disaster. On March 16, 2020, Mayor Manitzas signed a Declaration of a Public Health Emergency declaring a local state of disaster and public health emergency in the city for seven days, effective March 17, 2020. At the March 19, 2020 Council meeting, the City Council approved an Ordinance extending the Declaration of Local Disaster to April 16, 2020. On April 16th, City Council again took action to extend the Declaration to May 7, 2020. On May 7, 2020, City Council took action to extend the Declaration to May 21, 2020.

In the following several weeks both Governor Abbott and Bexar County Judge Wolff issued multiple follow up Executive Orders. On April 27th Governor Abbott again issued several orders with Executive Order GA 18 being the one most directly affecting our city. In that Executive Order, and in subsequent press conferences, the Governor made it clear that his intent was for his order to supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Judge Wolff also issued an updated Executive Order NW-07 in response to Governor Abbot's update.

At this point we are presenting the Ordinance to the City Council again to discuss extension of the emergency declaration. The City Attorney has reviewed our existing Ordinance and recommended that we extend the emergency declaration and not attach any local orders. The attached ordinance accomplishes that but merely references the Governor's orders rather than attaching anything. It also does not include a penalty provision because the Governor has made it clear he does not wish to do that type of enforcement. Extending the ordinance preserves our reimbursement ability which is desirable.

For further guidance, residents and business owners will be directed to the Governor's report to Reopen Texas at <https://gov.texas.gov/uploads/files/organization/opentexas/OpenTexas-Report.pdf>. This document is also available on our city's website under the Coronavirus banner.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Public health, safety, and general welfare of our residents and city employees.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

TBD

LEGAL ANALYSIS:

Article III; Section F.4 – Legislation by Ordinance states if City Council, by a vote of not less than two-thirds of the members present at a posted called City Council meeting at which an ordinance is first introduced, determines an emergency exists related to public health or safety and requiring immediate action, such may then be voted upon and rejected or adopted at that meeting.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the Ordinance extending the Declaration of Local Disaster to June 4, 2020.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH AMENDING ORDINANCE 2020-09; EXTENDING A DECLARATION OF LOCAL DISASTER; AMENDING THE RULES AND REGULATIONS FOR THE DURATION OF THE DISASTER; RESTRICTING CERTAIN ACTIVITIES; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 20, 2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, thru May 14, there have been 42,403 confirmed positive cases in Texas; and

WHEREAS, thru May 14, the pandemic had infected nearly 4,371,611 people around the world and killed 297,682. 1,427,243 cases have been confirmed in the United States.

WHEREAS, on March 13, 2020, President Trump declared a state of emergency due to COVID-19; and

WHEREAS, President Trump has invoked the Stafford Act, which will allow state and local governments to access federal disaster relief funds; and

WHEREAS, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for counties in the state of Texas; and

WHEREAS, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID- 19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, on March 31, 2020 Governor Abbott issued GA-14 superseding local authority invoked under Chapter 418 of the Government Code, and Chapter 81 and 122 of the Health and Safety Code where local order conflict with GA-14 or any previous order of the Governor related to the pandemic;

WHEREAS, also on April 17, 2020, Governor Abbott issued Executive Order GA-16 to replace Executive Order GA- 14, and while Executive Order GA- 16 generally continued through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, it offered a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders and the continued gradual reopening of Texas pursuant to GA-18- GA-20; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Fair Oaks Ranch, and may exercise the powers granted by the governor on an appropriate local scale; and

WHEREAS, Garry Manitzas, the Mayor of the City of Fair Oaks Ranch previously determined and declared that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19;

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources; and,

WHEREAS, the Fair Oaks Ranch City Council, on March 19, 2020 approved Ordinance 2020-05 extending the Mayor's declaration of local disaster until April 16, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-06 on March 24, 2020, affirmed and amended said ordinance by the adoption of Ordinance 2020-08 on April 16, 2020 and then by Ordinance 2020-09 on May 7, 2020 and hereby affirms and further amends all prior actions through the adoption of this Ordinance 2020-10.

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

- Section 1. The recitals contained in the preamble hereof 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 City Council.
- Section 2. That the local state of disaster and public health emergency declared by Mayor Garry Manitzas for the City of Fair Oaks Ranch, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to 11:59 p.m. May 21, 2020 by City Council Ordinance 2020-09 pursuant to §418.108(b) of the Government Code, is hereby further amended superseded and extended by this Ordinance 2020-10 until 11:59 on June 4, 2020.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Fair Oaks Ranch, Texas, emergency management plan.
- Section 5. Pursuant to §122.006 of the Health and Safety Code, this declaration authorizes the City to take any actions necessary to promote health and suppress disease, including

quarantine, examining and regulating hospitals, regulating ingress and egress from the City, and fining those who do not comply with the City's rules.

- Section 7. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein except those portions deemed to conflict with GA-18, or any subsequent emergency orders of Governor Abbott.
- Section 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 10. 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, Texas Government Code, as amended.
- Section 11. Should Governor Abbott lift the statewide disaster orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 12. That all law enforcement personnel of the City are authorized the enforce any emergency orders of the Governor or Health Authority of the State of Texas to the extent and in the manner authorized by same.
- Section 13. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

PASSED, ADOPTED, and APPROVED the 21st day of May, 2020 on one reading as an emergency measure pursuant to City Charter Section 3.006 F. 4.

AFFIRMED if necessary on the 4th day of June, 2020.

	FOR	AGAINST	ABSTAIN
Mayor Garry Manitzas			
Mayor Pro Tem Elizondo			
Council Member Havard			
Council Member Hartpence			
Council Member Koerner			
Council Member Patel			
Council Member Maxton			

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

May 21, 2020

AGENDA TOPIC: Consideration and possible action approving the first reading of an Ordinance amending the Comprehensive Plan to change the land use classification from Neighborhood Residential (NR) to Existing Residential (R1) of approximately 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. Generally known as the Arbors Development.

DATE: May 21, 2020

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Lata Krishnarao, AICP, LEED ND, 3rd Party Planning Consultant, Gunda Corporation

INTRODUCTION/BACKGROUND:

A joint public hearing was held with City Council and the Planning and Zoning (P&Z) Commission on May 14, 2020 for the city initiated amendment to change the land use classification. The subject property of approximately 22.60 acres exists along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. The request for a reclassification from Neighborhood Residential (NR) to Existing Residential (R1) is the appropriate single-family residential land use classification on this property that is governed by an existing development agreement approved prior to the adoption of the Comprehensive Plan Update and zoning regulations.

Following the joint public hearing on May 14, 2020, the P&Z Commission conducted their regularly scheduled meeting. By a vote of 7-0, the P&Z Commission voted to recommend approval of the land use classification change request to the City Council.

LEGAL ANALYSIS:

The attached staff report and the joint public hearing held on May 14, 2020 demonstrate compliance with the requirements as prescribed in Chapter 211 of the Local Government Code and the City's zoning ordinance.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the ordinance changing the land use classification from Neighborhood Residential (NR) to Existing Residential (R1) of approximately 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. Generally known as The Arbors Development.

AN ORDINANCE

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, TO CHANGE THE LAND USE CLASSIFICATION FROM NEIGHBORHOOD RESIDENTIAL (NR) TO EXISTING RESIDENTIAL (R1) OF APPROXIMATELY 22.60 ACRES GENERALLY LOCATED ALONG THE EAST SIDE OF RALPH FAIR ROAD AT THE SOUTHEAST CORNER OF RALPH FAIR ROAD AND THE FAIR OAKS PARKWAY/ARBOR FALLS INTERSECTION. GENERALLY KNOWN AS THE ARBORS DEVELOPMENT.

WHEREAS, the City of Fair Oaks Ranch, Texas, initiated an amendment to change the Land Use Classification from Neighborhood Residential (NR) to existing Residential (R1) of approximately 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls Intersection, generally known as The Arbors Development, and more particularly described in the attached Exhibit 1 (herein, the "Property"); and

WHEREAS, the Future Land Use Map (FLUM) contained in the Comprehensive Plan designates this property as Neighborhood Residential (NR). The City is initiating this amendment to change the land use classification to Existing Residential (R1). Existing Residential (R1) is the appropriate single-family residential land use classification on this property that is governed by an existing development agreement approved prior to the adoption of the Comprehensive Plan Update and zoning regulations.

WHEREAS, the City Council of the City of Fair Oaks Ranch, Texas has previously created and appointed a Planning and Zoning Commission as authorized by the Texas Local Government Code; and

WHEREAS, on May 14, 2020, the City Council and Planning and Zoning Commission conducted a joint public hearing on the proposed change to the land use classification; and

WHEREAS, on May 14, 2020, the Planning and Zoning Commission after considering the testimony and evidence, hereby made a recommendation of approval of the reclassification; and

WHEREAS, on May 21, 2020, the City Council after considering the testimony, evidence and recommendation by the Planning and Zoning Commission, determined it to be in the public interest to approve the proposed change to the land use classification, which in its best judgement promotes the health, safety, morals, and general welfare and protects the use and enjoyment of property throughout the City.

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

Section 1. The Property generally known as The Arbors Development, and located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection as shown in the attached Exhibit 1, and more particularly described in the attached Exhibit 2, is hereby classified Existing Residential (R1).

Section 2. The Official Future Land Use Map of the City of Fair Oaks Ranch, shall be revised to reflect the above amendment.

- Section 3. The recitals contained in the preamble hereof 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.
- Section 4. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.
- Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 7. 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.
- Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.
- Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Fair Oaks Ranch, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Fair Oaks Ranch except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

PASSED on first reading this 21st day of May, 2020.

PASSED, APPROVED and ADOPTED on the second reading this 4th day of June, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

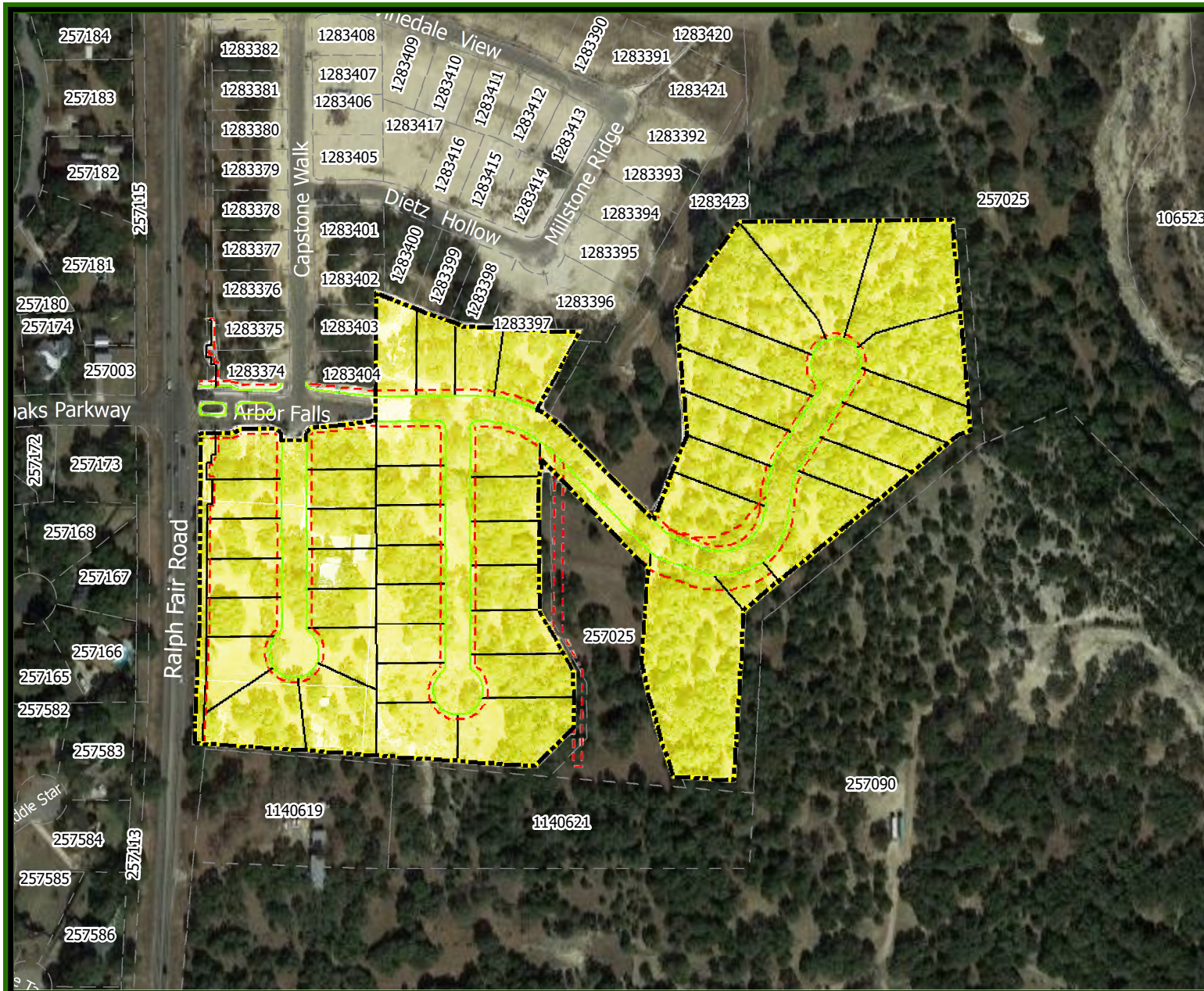
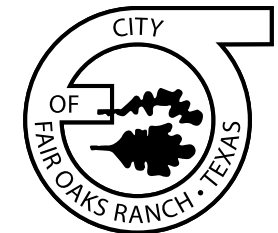


Exhibit 1 AERIAL MAP

Arbors at Fair Oaks Ranch Unit 2A

CPA No. 2020-01

 Subject Property



April 2020



1" ≈ 300'

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

**FIELD NOTES
FOR
A 22.60 ACRE TRACT
(PHASE 2 - REZONING)**

A **22.60 acre** tract of land, out of the Maria De La Luz Guerra Survey No. 172, Abstract 257, Bexar County, Texas and being a portion of a called 145.4 acre tract of land conveyed to SF Fair Oaks Development, LLC., of record in Volume 17835, Page 1589 of the Official Public Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

COMENCING at a found $\frac{1}{2}$ " iron rod in a curve in the east line of F.M. 3351, a 100.00 wide right-of-way, also known as Ralph Fair Road, for the northwest corner of a called 8.750 acre tract of land conveyed to Stemen & Co., LLC., of record in Volume 14036, Page 405 of the Official Public Records of Bexar County, Texas, the southwest corner of the 145.4 acre tract, from which a found 1" iron square for a point of tangency of the 145.4 acre tract bears, with a non-tangent curve to the left having a radius of 5779.58 feet, a delta angle of $03^{\circ} 27' 01''$, an arc length of 348.04 feet and a chord bears $N 01^{\circ} 13' 29'' E$, a distance of 347.99 feet;

THENCE: $S 85^{\circ} 26' 51'' E$, leaving the east line of Ralph Fair Road, along and with the north line of the 8.750 acre tract, the south line of the 145.4 acre tract, a distance of 10.00 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left, the southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE: leaving the north line of the 8.750 acre tract, into and across the 145.4 acre tract, the following twenty-four courses:

1. With the curve to the left having an arc length of **348.92 feet**, a radius of **5789.58 feet**, a delta angle of **$03^{\circ} 27' 11''$** and a chord bears **$N 01^{\circ} 13' 34'' E$** , a distance of **348.87 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
2. **$N 00^{\circ} 30' 01'' W$** , a distance of **277.90 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the most westerly northwest corner of the tract described herein,
3. **$S 89^{\circ} 44' 55'' E$** , a distance of **60.60 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
4. **$N 69^{\circ} 10' 03'' E$** , a distance of **22.93 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
5. **$S 89^{\circ} 44' 55'' E$** , a distance of **68.11 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right of the tract described herein,
6. With the curve to the right having an arc length of **23.37 feet**, a radius of **15.00 feet**, a delta angle of **$89^{\circ} 14' 54''$** and a chord bears **$S 45^{\circ} 07' 28'' E$** , a distance of **21.07 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
7. **$S 00^{\circ} 30' 01'' E$** , a distance of **10.25 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
8. **$N 89^{\circ} 29' 59'' E$** , a distance of **50.00 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
9. **$N 00^{\circ} 30' 01'' W$** , a distance of **10.55 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right of the tract described herein,

10. With the curve to the right having an arc length of **22.15 feet**, a radius of **15.00 feet**, a delta angle of **84° 36' 09"** and a chord bears **N 41° 48' 03" E**, a distance of **20.19 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
11. **N 84° 06' 08" E**, a distance of **116.58 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
12. **S 89° 44' 55" E**, a distance of **10.80 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
13. **N 00° 15' 05" E**, a distance of **50.00 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
14. **N 00° 33' 28" W**, a distance of **211.22 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an exterior corner of the tract described herein,
15. **S 67° 59' 27" E**, a distance of **191.25 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
16. **S 86° 10' 59" E**, a distance of **233.28 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an exterior corner of the tract described herein,
17. **S 29° 11' 51" W**, a distance of **175.27 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner and point of curvature to the right of the tract described herein,
18. With the curve to the right having an arc length of **82.78 feet**, a radius of **255.00 feet**, a delta angle of **18° 35' 59"** and a chord bears **S 53° 33' 31" E**, a distance of **82.42 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
19. **S 44° 15' 31" E**, a distance of **246.87 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
20. **N 21° 18' 53" E**, a distance of **183.20 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
21. **N 05° 59' 53" W**, a distance of **253.50 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
22. **N 35° 51' 42" E**, a distance of **219.73 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
23. **N 89° 46' 29" E**, a distance of **429.66 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
24. **S 05° 20' 39" E**, a distance of **428.06 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" in a north line of a called 159.74 acre tract of land conveyed to the Corley Family LLC., described by Exhibit A, in a Partition Deed of record in Volume 9675, Page 2082 of the Official Public Records of Bexar County, Texas, and Document No. 200206038282 of the Official Public Records of Comal County, Texas, for the most easterly southeast corner of the tract described herein;

THENCE: Along and with the common line between the 159.74 acre tract and the 145.4 acre tract, the following three (3) courses

1. **S 67° 21' 29" W**, a distance of **25.31 feet** to a found ½" iron rod with a red plastic cap stamped "CUDE" for an angle point of the tract described herein,
2. **S 51° 01' 46" W**, a distance of **557.40 feet** to a found ½" iron rod with a red plastic cap stamped "CUDE" for an interior corner of the tract described herein, and

3. **S 02° 59' 24" W**, a distance of **345.30 feet** to a red plastic cap stamped "MATKIN HOOVER" for the northeast corner of the 8.750 acre tract, the most southerly southeast corner of the tract described herein, from which a found ½" iron rod with a red plastic cap stamped "CUDE" for the southeast corner of the 8.750 acre tract, a called 154.12 acre tract conveyed to David A. Owens, described by Exhibit B, in a Partition Deed of record in Volume 9675, Page 2082 of the Official Public Records of Bexar County, Texas, and Document No. 200206038282 of the Official Public Records of Comal County, Texas, and an interior corner of the 159.74 acre tract bears S 02° 59' 24" W, a distance of 331.85 feet;

THENCE: N 85° 26' 51" W, leaving the west line of the 159.74 acre tract, along and with the north line of the 8.750 acre tract, the south line of the 145.4 acre tract, a distance of **1088.71 feet**;

THENCE: leaving the north line of the 8.750 acre tract, into and across the 145.4 acre tract, the following sixteen (16) courses:

1. With the curve to the left having an arc length of **348.92 feet**, a radius of **5789.58 feet**, a delta angle of **03° 27' 11"** and a chord bears **N 01° 13' 34" E**, a distance of **348.87 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
2. **N 20° 24' 42" W**, a distance of **60.44 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
3. **N 15° 34' 48" W**, a distance of **108.19 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
4. **N 12° 10' 17" W**, a distance of **66.91 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
5. **N 03° 50' 56" W**, a distance of **229.66 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
6. With the curve to the left having an arc length of **16.64 feet**, a radius of **135.00 feet**, a delta angle of **07° 03' 52"** and a chord bears **N 47° 47' 27" W**, a distance of **16.63 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
7. **N 44° 15' 31" W**, a distance of **271.53 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left of the tract described herein,
8. With the curve to the left having an arc length of **31.08 feet**, a radius of **205.00 feet**, a delta angle of **08° 41' 16"** and a chord bears **N 48° 36' 09" W**, a distance of **31.05 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
9. **S 00° 30' 01" E**, a distance of **346.81 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
10. **S 30° 14' 31" E**, a distance of **138.33 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
11. **S 00° 14' 31" E**, a distance of **111.84 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
12. **S 43° 40' 39" W**, a distance of **89.18 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
13. **N 85° 26' 51" W**, a distance of **68.09 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
14. **S 67° 20' 43" W**, a distance of **10.94 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
15. **N 85° 26' 51" E**, a distance of **610.13 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,

16. **S 03° 09' 22" W**, a distance of **13.00 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point on the north line of the 8.750 acre tract, an angle point of the tract described herein,

THENCE: N 85° 26' 51" W, along and with the north line of the 8.750 acre tract, the south line of the 145.4 acre tract, a distance of **15.01 feet** to the **POINT OF BEGINNING** and containing **22.60 acres** situated in Bexar County, Texas. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.99982917988.

Job No.: 15-133
Prepared by: KFW Surveying
Date: November 30, 2017
File: S:\Draw 2015\15-133 FM 3351 145 Acres\DOCS\Zoning FN\FN – 22.60 Arbors at Fair Oaks Ph 2
Rezoning

NOTE: THIS LEGAL DESCRIPTION IS INTENDED FOR REZONING PURPOSES ONLY AND DOES NOT REPRESENT A LEGAL BOUNDARY SURVEY.

STAFF REPORT

To: City Council
From: Public Works and Engineering Services
Date: May 21, 2020
Re: Comprehensive Plan Amendment 2020-01

Proposed amendment to the Comprehensive Plan to change the land use classification from Neighborhood Residential (NR) to Existing Residential (R1) for approximately 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. Generally known as the Arbors Development.

Summary of Request

This is a City-initiated amendment to change the land use classification of the subject property. The Future Land Use Map (FLUM) contained in the Comprehensive Plan designates this property as Neighborhood Residential (NR). The City is initiating this amendment to change the land use classification to Existing Residential (R1). Existing Residential (R1) is the appropriate single-family residential land use classification on this property that is governed by an existing development agreement approved prior to the adoption of the Comprehensive Plan Update and zoning regulations.

The Comprehensive Plan describes these Future Land Use Designation as follows:

“Neighborhood Residential - The Neighborhood Residential district (NR) serves as a residential zone for areas where low-to-medium density development is appropriate in Fair Oaks Ranch (beyond the Existing Residential districts). The district accommodates a fairly wide variety of housing needs and types by allowing for contextual development standards. NR developments should provide for pedestrian-friendly residential neighborhoods, protected from incompatible uses. Residences in the NR district are appropriate for direct access to primarily Local Connector streets, Local Neighborhood Residential streets and Rural Residential streets.”

“Existing Residential - The Existing Residential (ER) categories are intended to capture the neighborhoods already existing in Fair Oaks Ranch as the comprehensive plan exercise commenced. These neighborhoods were platted, and mostly built-out, before zoning districts were created. Construction standards and densities in these areas have historically been governed by land covenants and deed restriction committees.”

Within Existing Residential designation, the Comprehensive Plan recommends the following four (4) categories based on the lot sizes:

- Existing Residential 1 (R1) for the densest existing residential types, with lot sizes generally under 0.3 acres.
- Existing Residential 2 (R2) for areas where the existing lot sizes are generally 0.3 acres to approximately 1.3 acres.
- Existing Residential 3 (R3) for areas where existing lot sizes are generally between

approximately 1.3 acres and approximately five acres.

- Existing Residential 4 (R4) category for areas where the existing lot sizes are generally larger than five acres.

Site History

A Preliminary Plat establishing the Preserve at Fair Oaks on approximately 145 acres of land generally referred to as the “Owen’s Tract” was submitted to the City in November 2015. Subsequently, in February 2016, a development agreement was signed by the City of Fair Oaks Ranch, David and Dianne Owens, and Scott Felder Homes for this 145-acre tract. This subdivision was renamed as Arbors at Fair Oaks Ranch. The development agreement was approved prior to the creation of the zoning districts.

The development agreement permitted a maximum of 91 residential lots that were generally 80’ wide and 140’ deep and ranging from 0.26 acres to 1.68 acres, with almost half of the lots being less than 0.3 acres. The residential development was proposed to be developed in three (3) phases. Phase 1 has been approved and is under construction. Phase 1 has been designated as Existing Residential on the Future Land Use Map (FLUM). Phase 2 and 3 are in the process of being platted.

Reason for the Request

The City’s Comprehensive Plan was updated in 2018 and the Future Land Use Map (FLUM) of the updated Comprehensive Plan designated the platted Phase 1 of Arbors development as Existing Residential. The Existing Residential designation was appropriate for the area, as approved in the Development Agreement and as platted. As indicated earlier, the Existing Residential classification was created for neighborhoods that were platted and mostly built-out before zoning districts were created and were governed by land covenants and deed restrictions. The remaining two unplatted phases were designated as Neighborhood Residential (NR).

At the time of the Comprehensive Plan update, the Future Land Use Map (FLUM) designated Phases 2 and 3 of Arbors development as Neighborhood Residential (NR), a classification that is appropriate for low to medium density development where the minimum lot size is 1 acre (or 0.75 acre for areas built under the Conservation Development Alternative). The approved lot sizes as prescribed in the approved Development Agreement, do not meet this criterion and therefore the NR designation is not suitable for the approved development. The proposed classification of Existing Residential (R1) is more appropriate and will bring the approved Arbors Development in to conformance with the Future Land Use Map (FLUM) and the Comprehensive Plan.

This Comprehensive Plan amendment will support the proposed zone change request by the owners to rezone the property from NR to R1 to reflect the development that was approved in 2018.

Public Notification

As required, a notice of the public hearing was published in the Boerne Star newspaper on April 24, 2020.

Opposition to or Support of Proposed Request

City staff has not received any public comments in opposition to or in support of the Comprehensive Plan amendment.

Criteria for Review

The Unified Development Code (UDC) states:

“In determining whether to approve, approve with modifications, or disapprove a proposed amendment, the City Council will consider the following matters regarding the proposed amendment:

- i. Whether the proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City.
- ii. Whether the proposed amendment is consistent with the Future Land Use element of the most recent version of Comprehensive Plan.
- iii. Whether the proposed amendment is consistent with other goals and objectives of the Comprehensive Plan.
- iv. Unified Development Code Compliance. No requirement of the procedure for Comprehensive Plan or Code amendments may govern if in conflict with specific provisions of this Code or Comprehensive Plan. Any potential conflicts of proposed amendments with the UDC or Comprehensive Plan will be considered and dealt with prior to the review and adoption of any amendment.
Unified Development Code Compliance and Consideration of Conflicts. Any potential conflict between the proposed amendment(s) and the UDC or other parts of the Comprehensive Plan should be dealt with prior to (or as part of) the adoption of any amendment.
- v. Other criteria deemed relevant and important by the City Council in relationship to the proposed amendment in taking final action on the proposed amendment.”

Staff Recommendation

Staff recommends approval of the Comprehensive Plan amendment for the following reasons:

- A. The proposed amendment will accurately reflect the approved Development Agreement for the property. The proposed Existing Residential classification was created for neighborhoods, such as the subject development, that were platted and mostly built-out before zoning districts were created and that are also governed by land covenants and deed restrictions.
- B. The proposed amendment will permit the appropriate zoning classification of Existing Residential (R1) to be placed on the property and will permit lot sizes as approved Development Agreement for the property.
- C. Staff believes that the proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City.
- D. Staff believes the proposed amendment is consistent with other goals and objectives of the Comprehensive Plan.
- E. With approval of the subsequent zone change request any potential conflicts of proposed amendments with the UDC, Comprehensive Plan, or approved Development Agreement will be eliminated.

Amendment Process

The Comprehensive Plan amendment process is similar to a zone change process. After the joint public hearing, Planning and Zoning Commission will review the request and will forward their recommendation to the City Council. The City Council will review the request, consider Planning and Zoning Commission's recommendation, and will take final action on proposed amendment.

Exhibits

1. Aerial Map
2. Existing Future Land Use Map (FLUM)
3. Proposed Future Land Use Map (FLUM)
4. Floodplain Map

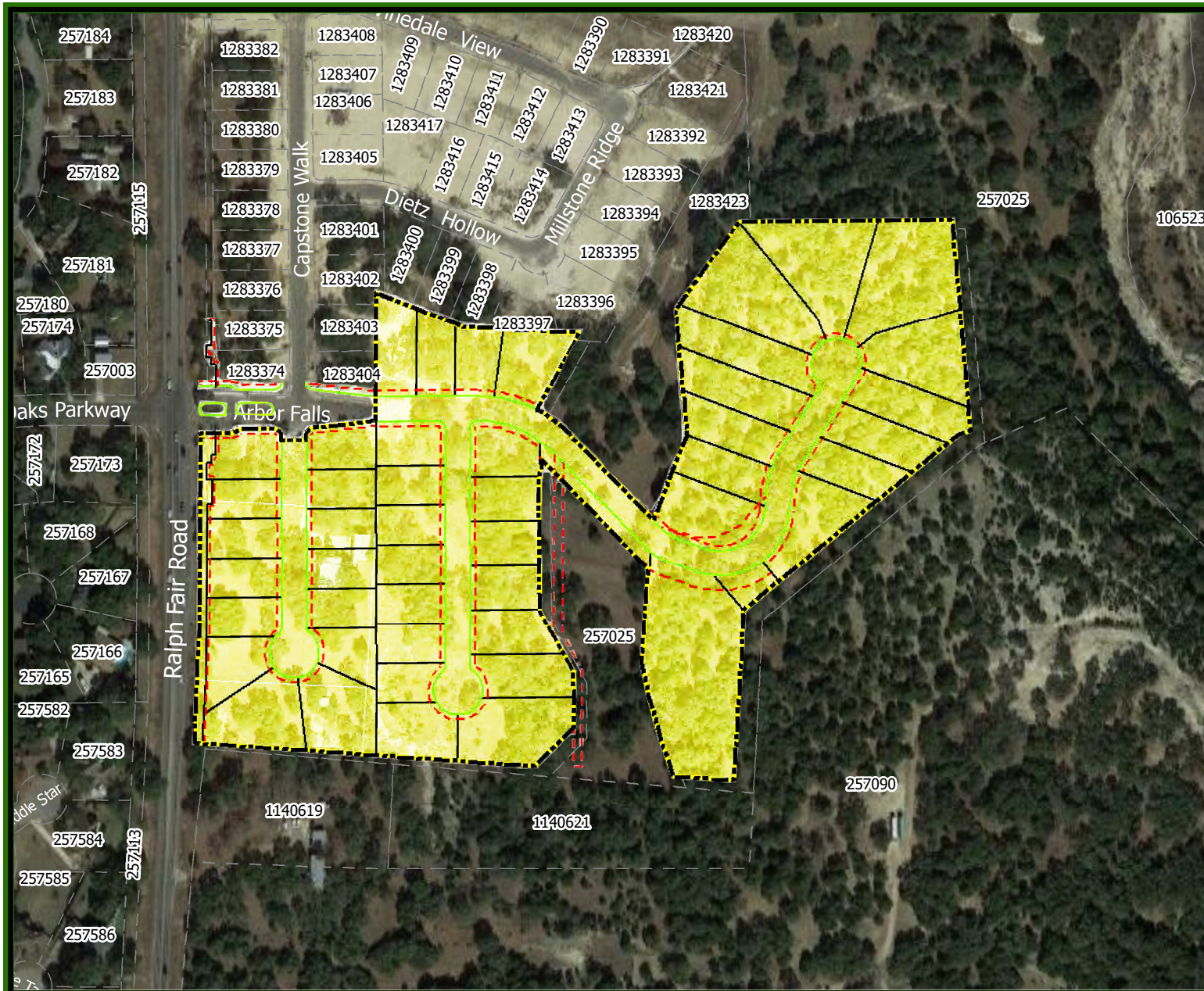
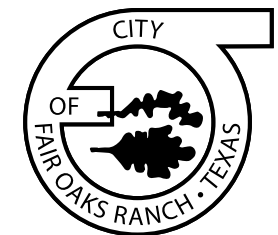


Exhibit 1 AERIAL MAP

Arbors at Fair Oaks Ranch Unit 2A

CPA No. 2020-01

 Subject Property



April 2020



1" ≈ 300'

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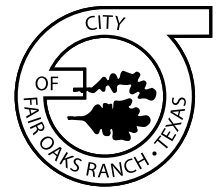
Exhibit 2 FLUM MAP EXISTING

ARBORS AT FAIR OAKS RANCH

Unit 2

CPA No. 2020-01

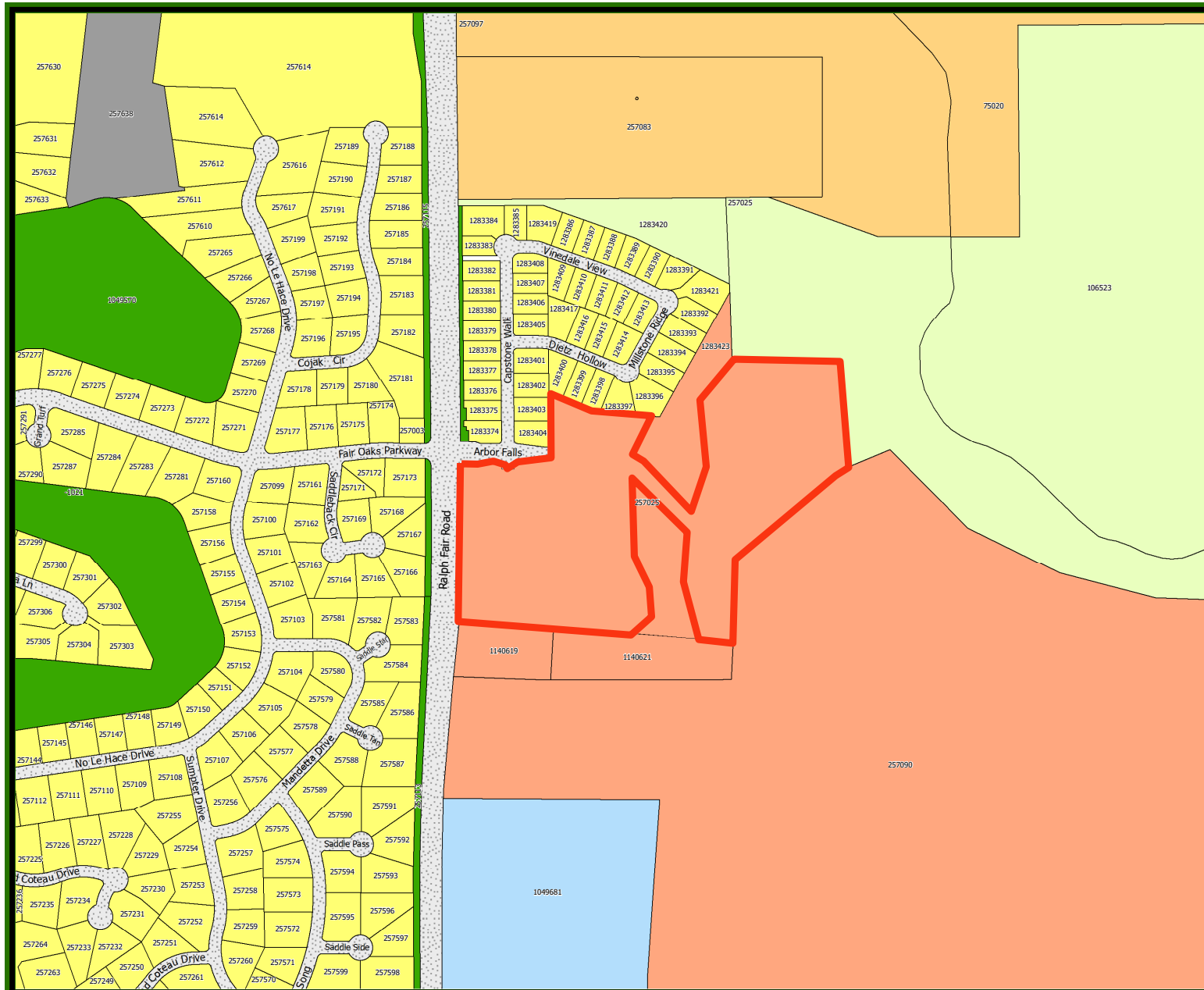
- Subject Property**
- Civic & Community Facilities
- Existing Residential
- Rural Residential
- Neighborhood Residential
- Existing Parks and Open Space
- Parks and Open Space
- Mixed Use Village



April 2020



1" ≈ 600'



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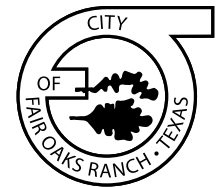
Exhibit 3 FLUM MAP PROPOSED

ARBORS AT FAIR OAKS RANCH

Unit 2

CPA No. 2020-01

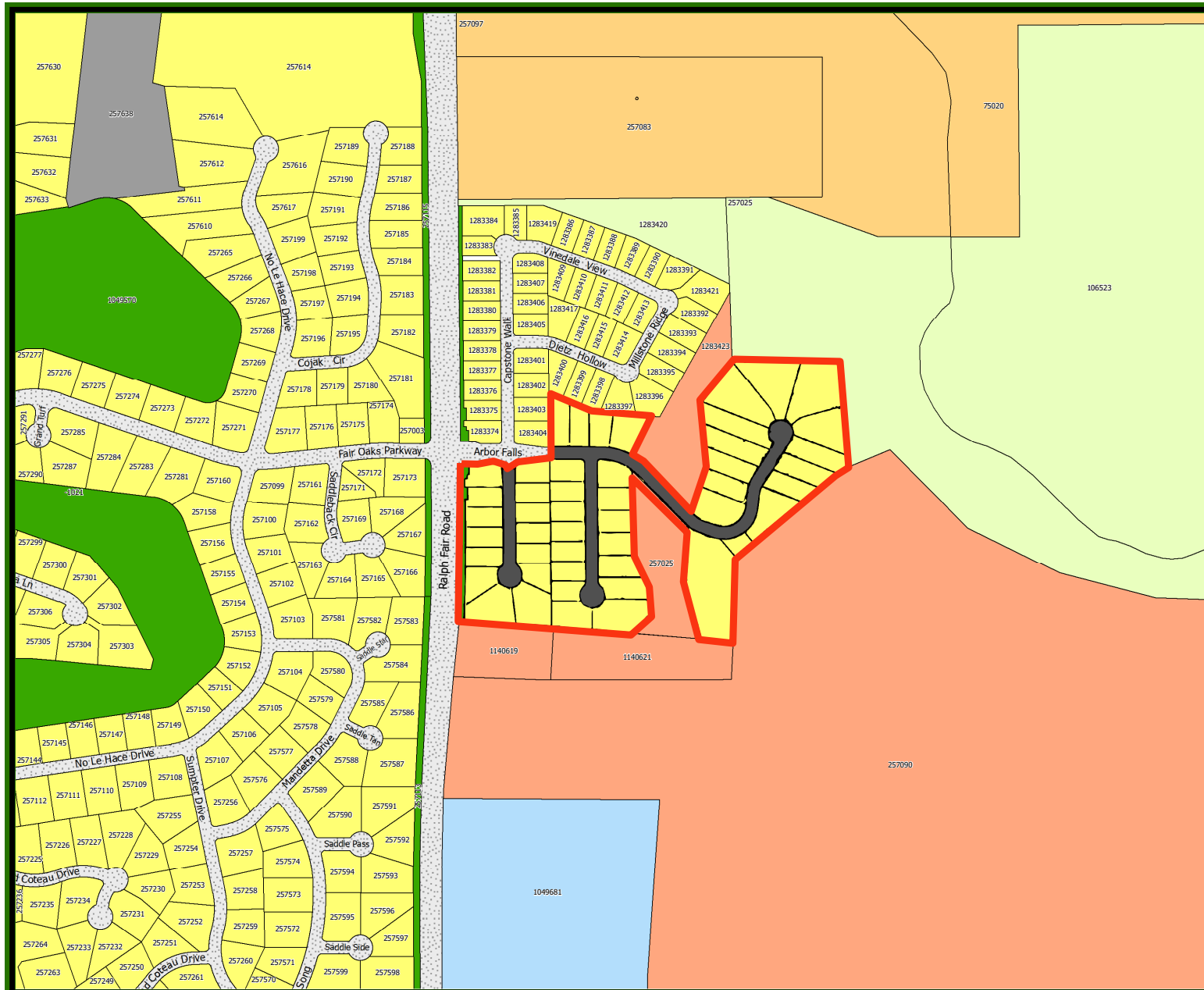
- Subject Property
- Civic & Community Facilities
- Existing Residential
- Rural Residential
- Neighborhood Residential
- Existing Parks and Open Space
- Parks and Open Space
- Mixed Use Village



April 2020



1" ≈ 600'



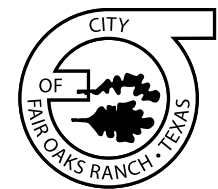
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Exhibit 4 FLOODPLAIN MAP

ARBORS AT FAIR OAKS RANCH Unit 2

CPA No. 2020-01

-  Subject Property
-  High Risk Area
-  High Risk Area - Floodway
-  Moderate Risk Area



April 2020



1" ≈ 600'



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CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

May 21, 2020

AGENDA TOPIC: Consideration and possible action approving the first reading of an Ordinance to change zoning classification from Neighborhood Residential (NR) to Existing Residential 1 (R1) for approximately 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. Generally known as the Arbors Development.

DATE: May 21, 2020

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Lata Krishnarao, AICP, LEED ND, 3rd Party Planning Consultant, Gunda Corporation

INTRODUCTION/BACKGROUND:

A joint public hearing was held with City Council and the Planning and Zoning (P&Z) Commission on May 14, 2020 for the zoning application, ZC 2020-01. The subject property of approximately 22.60 acres exists along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. The request is for a zoning change from Neighborhood Residential (NR) to allow for an appropriate zoning classification to be placed on the subject property for a single-family residential development that is consistent with the existing development agreement. The development agreement was approved prior to the establishment of zoning codes within the city.

Following the joint public hearing on May 14, 2020, the P&Z Commission conducted their regularly scheduled meeting. By a vote of 7-0, the P&Z Commission voted to recommend approval of the zoning change request to the City Council.

The City Council is the final authority on all zoning change applications. An ordinance is required to amend the zoning of the subject property and to amend the Official Zoning Map of the City.

LEGAL ANALYSIS:

The attached staff report and the joint public hearing held on May 14, 2020 demonstrate compliance with the requirements as prescribed in Chapter 211 of the Local Government Code and the City's zoning ordinance.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the ordinance amending the official zoning map by zoning approximately 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection, generally known as The Arbors Development, from Neighborhood Residential (NR) to Existing Residential 1 (R1).

AN ORDINANCE

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, TO CHANGE THE ZONING CLASSIFICATION FROM NEIGHBORHOOD RESIDENTIAL (NR) TO EXISTING RESIDENTIAL 1 (R1) FOR APPROXIMATELY 22.60 ACRES GENERALLY LOCATED ALONG THE EAST SIDE OF RALPH FAIR ROAD AT THE SOUTHEAST CORNER OF RALPH FAIR ROAD AND THE FAIR OAKS PARKWAY/ARBOR FALLS INTERSECTION. GENERALLY KNOWN AS THE ARBORS DEVELOPMENT.

WHEREAS, an application to rezone approximately 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls Intersection, generally known as The Arbors Development, from Neighborhood Residential (NR) to existing Residential (R1) and more particularly described in the attached Exhibit 1 (herein, the "Property") has been filed with the City; and

WHEREAS, the City Council of the City of Fair Oaks Ranch, Texas has previously created and appointed a Planning and Zoning Commission as authorized by the Texas Local Government Code; and

WHEREAS, the Texas Local Government Code authorizes a municipality to adopt zoning districts after compliance with statutory notice provisions; and,

WHEREAS, on May 14, 2020, the City Council and Planning and Zoning Commission conducted a joint public hearing on the potential rezoning application; and

WHEREAS, on May 14, 2020, the Planning and Zoning Commission after considering the testimony and evidence, hereby makes a recommendation of approval of the rezoning application; and

WHEREAS, on May 21, 2020, the City Council after considering the testimony, evidence and recommendation by the Planning and Zoning Commission, determined it to be in the public interest to approve the Zoning Change request by amending the City's Comprehensive Zoning Ordinance and Zoning Map, which in its best judgment promotes the health, safety, morals, and general welfare and protects the use and enjoyment of property throughout the City.

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

- Section 1. The Property generally known as The Arbors Development, and located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection as shown in the attached Exhibit 1, and described in the attached Exhibit 2, is hereby zoned to Existing Residential 1 (R1).
- Section 2. The Official Zoning Map of the City of Fair Oaks Ranch, shall be revised to reflect the above amendment.
- Section 3. The recitals contained in the preamble hereof 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.

- Section 4. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.
- Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 7. 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.
- Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.
- Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Fair Oaks Ranch, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Fair Oaks Ranch except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

PASSED on first reading this 21st day of May, 2020.

PASSED, APPROVED and ADOPTED on the second reading this 4th day of June, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

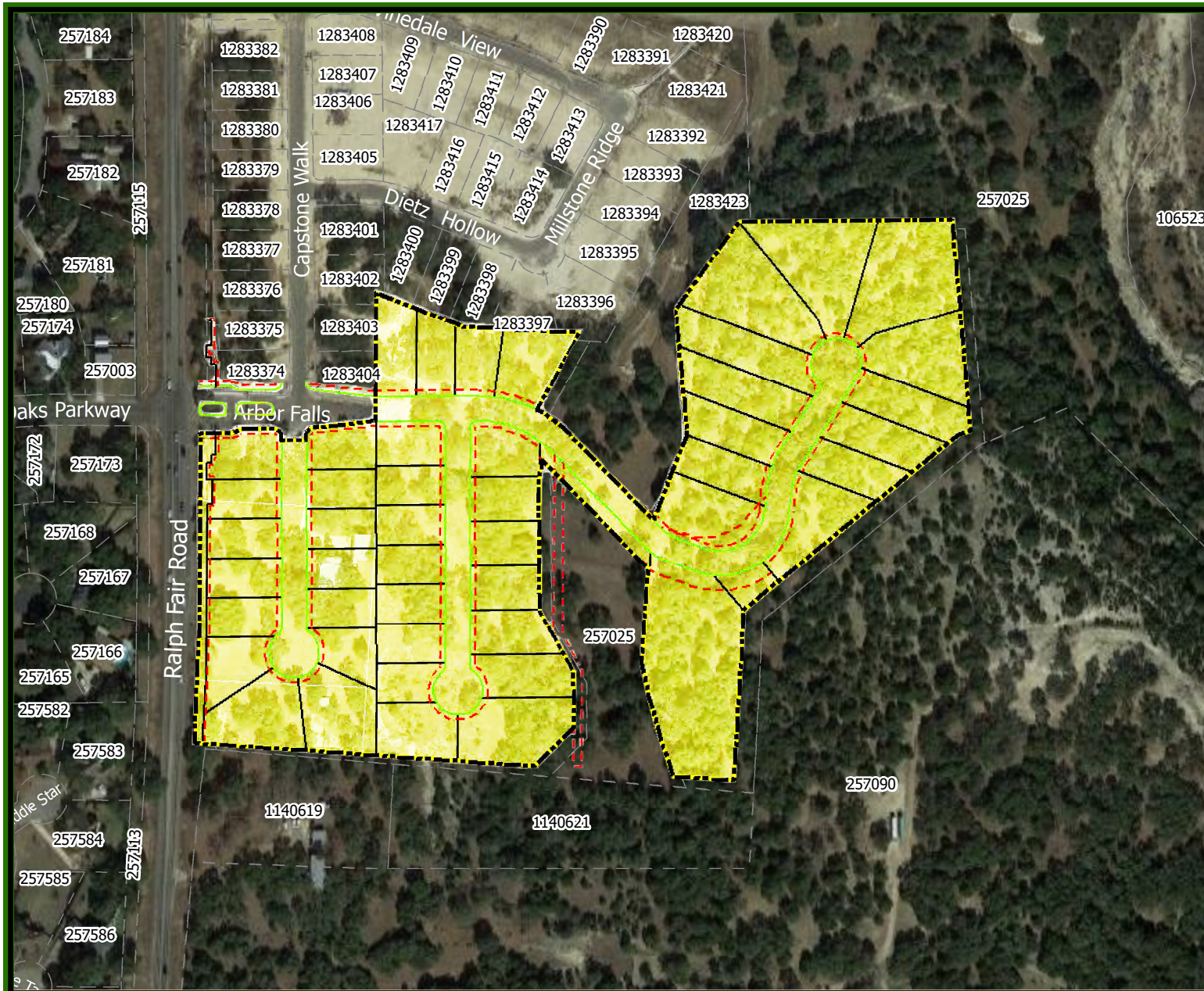
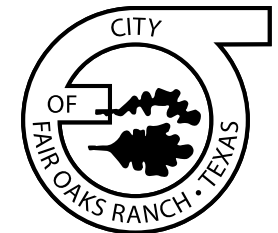


Exhibit 1 AERIAL MAP

ARBORS AT FAIR OAKS RANCH Unit 2A

ZC No. 2020-01

 Subject Property



April 2020



1" ≈ 300'

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**FIELD NOTES
FOR
A 22.60 ACRE TRACT
(PHASE 2 - REZONING)**

A **22.60 acre** tract of land, out of the Maria De La Luz Guerra Survey No. 172, Abstract 257, Bexar County, Texas and being a portion of a called 145.4 acre tract of land conveyed to SF Fair Oaks Development, LLC., of record in Volume 17835, Page 1589 of the Official Public Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

COMENCING at a found $\frac{1}{2}$ " iron rod in a curve in the east line of F.M. 3351, a 100.00 wide right-of-way, also known as Ralph Fair Road, for the northwest corner of a called 8.750 acre tract of land conveyed to Stemen & Co., LLC., of record in Volume 14036, Page 405 of the Official Public Records of Bexar County, Texas, the southwest corner of the 145.4 acre tract, from which a found 1" iron square for a point of tangency of the 145.4 acre tract bears, with a non-tangent curve to the left having a radius of 5779.58 feet, a delta angle of $03^{\circ} 27' 01''$, an arc length of 348.04 feet and a chord bears $N 01^{\circ} 13' 29'' E$, a distance of 347.99 feet;

THENCE: $S 85^{\circ} 26' 51'' E$, leaving the east line of Ralph Fair Road, along and with the north line of the 8.750 acre tract, the south line of the 145.4 acre tract, a distance of 10.00 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left, the southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE: leaving the north line of the 8.750 acre tract, into and across the 145.4 acre tract, the following twenty-four courses:

1. With the curve to the left having an arc length of **348.92 feet**, a radius of **5789.58 feet**, a delta angle of **$03^{\circ} 27' 11''$** and a chord bears **$N 01^{\circ} 13' 34'' E$** , a distance of **348.87 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
2. **$N 00^{\circ} 30' 01'' W$** , a distance of **277.90 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the most westerly northwest corner of the tract described herein,
3. **$S 89^{\circ} 44' 55'' E$** , a distance of **60.60 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
4. **$N 69^{\circ} 10' 03'' E$** , a distance of **22.93 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
5. **$S 89^{\circ} 44' 55'' E$** , a distance of **68.11 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right of the tract described herein,
6. With the curve to the right having an arc length of **23.37 feet**, a radius of **15.00 feet**, a delta angle of **$89^{\circ} 14' 54''$** and a chord bears **$S 45^{\circ} 07' 28'' E$** , a distance of **21.07 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
7. **$S 00^{\circ} 30' 01'' E$** , a distance of **10.25 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
8. **$N 89^{\circ} 29' 59'' E$** , a distance of **50.00 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
9. **$N 00^{\circ} 30' 01'' W$** , a distance of **10.55 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right of the tract described herein,

10. With the curve to the right having an arc length of **22.15 feet**, a radius of **15.00 feet**, a delta angle of **84° 36' 09"** and a chord bears **N 41° 48' 03" E**, a distance of **20.19 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
11. **N 84° 06' 08" E**, a distance of **116.58 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
12. **S 89° 44' 55" E**, a distance of **10.80 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
13. **N 00° 15' 05" E**, a distance of **50.00 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
14. **N 00° 33' 28" W**, a distance of **211.22 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an exterior corner of the tract described herein,
15. **S 67° 59' 27" E**, a distance of **191.25 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
16. **S 86° 10' 59" E**, a distance of **233.28 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an exterior corner of the tract described herein,
17. **S 29° 11' 51" W**, a distance of **175.27 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner and point of curvature to the right of the tract described herein,
18. With the curve to the right having an arc length of **82.78 feet**, a radius of **255.00 feet**, a delta angle of **18° 35' 59"** and a chord bears **S 53° 33' 31" E**, a distance of **82.42 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
19. **S 44° 15' 31" E**, a distance of **246.87 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
20. **N 21° 18' 53" E**, a distance of **183.20 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
21. **N 05° 59' 53" W**, a distance of **253.50 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
22. **N 35° 51' 42" E**, a distance of **219.73 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
23. **N 89° 46' 29" E**, a distance of **429.66 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
24. **S 05° 20' 39" E**, a distance of **428.06 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" in a north line of a called 159.74 acre tract of land conveyed to the Corley Family LLC., described by Exhibit A, in a Partition Deed of record in Volume 9675, Page 2082 of the Official Public Records of Bexar County, Texas, and Document No. 200206038282 of the Official Public Records of Comal County, Texas, for the most easterly southeast corner of the tract described herein;

THENCE: Along and with the common line between the 159.74 acre tract and the 145.4 acre tract, the following three (3) courses

1. **S 67° 21' 29" W**, a distance of **25.31 feet** to a found ½" iron rod with a red plastic cap stamped "CUDE" for an angle point of the tract described herein,
2. **S 51° 01' 46" W**, a distance of **557.40 feet** to a found ½" iron rod with a red plastic cap stamped "CUDE" for an interior corner of the tract described herein, and

3. **S 02° 59' 24" W**, a distance of **345.30 feet** to a red plastic cap stamped "MATKIN HOOVER" for the northeast corner of the 8.750 acre tract, the most southerly southeast corner of the tract described herein, from which a found ½" iron rod with a red plastic cap stamped "CUDE" for the southeast corner of the 8.750 acre tract, a called 154.12 acre tract conveyed to David A. Owens, described by Exhibit B, in a Partition Deed of record in Volume 9675, Page 2082 of the Official Public Records of Bexar County, Texas, and Document No. 200206038282 of the Official Public Records of Comal County, Texas, and an interior corner of the 159.74 acre tract bears S 02° 59' 24" W, a distance of 331.85 feet;

THENCE: N 85° 26' 51" W, leaving the west line of the 159.74 acre tract, along and with the north line of the 8.750 acre tract, the south line of the 145.4 acre tract, a distance of **1088.71 feet**;

THENCE: leaving the north line of the 8.750 acre tract, into and across the 145.4 acre tract, the following sixteen (16) courses:

1. With the curve to the left having an arc length of **348.92 feet**, a radius of **5789.58 feet**, a delta angle of **03° 27' 11"** and a chord bears **N 01° 13' 34" E**, a distance of **348.87 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
2. **N 20° 24' 42" W**, a distance of **60.44 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
3. **N 15° 34' 48" W**, a distance of **108.19 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
4. **N 12° 10' 17" W**, a distance of **66.91 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
5. **N 03° 50' 56" W**, a distance of **229.66 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
6. With the curve to the left having an arc length of **16.64 feet**, a radius of **135.00 feet**, a delta angle of **07° 03' 52"** and a chord bears **N 47° 47' 27" W**, a distance of **16.63 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
7. **N 44° 15' 31" W**, a distance of **271.53 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left of the tract described herein,
8. With the curve to the left having an arc length of **31.08 feet**, a radius of **205.00 feet**, a delta angle of **08° 41' 16"** and a chord bears **N 48° 36' 09" W**, a distance of **31.05 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
9. **S 00° 30' 01" E**, a distance of **346.81 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
10. **S 30° 14' 31" E**, a distance of **138.33 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
11. **S 00° 14' 31" E**, a distance of **111.84 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
12. **S 43° 40' 39" W**, a distance of **89.18 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
13. **N 85° 26' 51" W**, a distance of **68.09 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
14. **S 67° 20' 43" W**, a distance of **10.94 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
15. **N 85° 26' 51" E**, a distance of **610.13 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,

16. **S 03° 09' 22" W**, a distance of **13.00 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point on the north line of the 8.750 acre tract, an angle point of the tract described herein,

THENCE: N 85° 26' 51" W, along and with the north line of the 8.750 acre tract, the south line of the 145.4 acre tract, a distance of **15.01 feet** to the **POINT OF BEGINNING** and containing **22.60 acres** situated in Bexar County, Texas. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.99982917988.

Job No.: 15-133
Prepared by: KFW Surveying
Date: November 30, 2017
File: S:\Draw 2015\15-133 FM 3351 145 Acres\DOCS\Zoning FN\FN – 22.60 Arbors at Fair Oaks Ph 2
Rezoning

NOTE: THIS LEGAL DESCRIPTION IS INTENDED FOR REZONING PURPOSES ONLY AND DOES NOT REPRESENT A LEGAL BOUNDARY SURVEY.

STAFF REPORT

To: City Council
From: Public Works Department
Date: May 21, 2020
Re: Zone Change Application No: ZC 2020-01

A request from SF Fair Oaks Development, LLC., applicant and property owner, to change the zoning classification of approximately 23 acres from Neighborhood Residential (NR) to Existing Residential 1 (R1).

General Location: 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. Generally known as the Arbors Development.

Summary of Request

The applicant is requesting rezoning to allow for an appropriate zoning classification to be placed on the subject property for a single-family residential development that is consistent with the existing development agreement. The development agreement was approved prior to the establishment of zoning codes within the city.

The Unified Development Code (UDC) describes the current and proposed zoning categories as follows:

“Neighborhood Residential District (NR): The Neighborhood Residential District (NR) serves as the residential district for areas where low-to-medium density development is appropriate in Fair Oaks Ranch. The lots are a minimum of 1 acre (or an average of 0.75 acres using the Conservation Development Alternative Minimum to incentivize conservation areas). The NR district allows a variety of lot sizes and housing. NR developments provide pedestrian-friendly residential neighborhoods, protected from incompatible uses. Residences in the NR district are appropriate primarily for direct access to Local Connector streets, Local Neighborhood Residential streets and Rural Residential streets.”

“Existing Residential 1 (R1): The Existing Residential 1 (R1) category governs the most dense existing residential types with lot sizes generally under 0.3 acres. Exclusive of city permits and ordinances, all lot, building, landscaping and other standards will be controlled by the applicable deed restrictions in these neighborhoods, in compliance with City ordinance requirements.”

Site History

A Preliminary Plat establishing the Preserve at Fair Oaks on approximately 145 acres of land (generally referred to as the “Owen’s Tract” was submitted to the City in November 2015. Subsequently, in February 2016, a development agreement was signed by the City of Fair Oaks Ranch, David and Dianne Owens, and Scott Felder Homes for this 145-acre tract. This subdivision was renamed as Arbors at Fair Oaks Ranch. The development agreement was approved prior to the creation of the zoning districts.

The development agreement permitted a maximum of 91 residential lots that were generally 80' wide and 140' deep and ranging from 0.26 acres to 1.68 acres, with almost half of the lots being less than 0.3 acres. The residential development was proposed to be developed in three (3) phases. Phase 1 has been platted and is under construction. Phase 1 is zoned Existing Residential 2 (R2). Phase 2 and 3 are in the process of being platted and are included in this zone change application.

When the Unified Development Code (UDC) was adopted in 2019, Phases 2 and 3 of the Arbors Development were zoned Neighborhood Residential (NR) in accordance with the Comprehensive Plan's land use designation. However, the Neighborhood Residential (NR) zoning category require larger lots than those approved in the development agreement and therefore conflicts with the development agreement. The applicant is ready to start construction of Phases II and III and has submitted a subdivision plat. Even though the lot sizes shown on the subdivision plat conform with the development agreement, the subdivision plat cannot be approved as the lot sizes do not conform to the current zoning of the property.

To rectify this situation, as indicated by the application reviewed prior to this one, the City is initiating a Comprehensive Plan amendment to change the land use designation of the property to facilitate approval of the proposed Existing Residential 1 (R1) zoning. Once this rezoning is approved, the applicant will be able to proceed with the subdivision plat approval.

Location and Surroundings

The site, known as Arbors Development, is generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. A summary of the surrounding land uses and zoning designations can be found in the following table:

Zoning		Current Land Use
NORTH	Existing Residential 2	Single Family Residential (Arbors Phase I under Construction)
SOUTH	Neighborhood Residential	Rural Acreage/Undeveloped
EAST	Neighborhood Residential	Rural Acreage/Undeveloped
WEST	Existing Residential 2	Single Family Residential
NORTHEAST	Parks and Open Space	Open Space/Creek

Conformance with Future Land Use Map

The Future Land Use Map (FLUM) adopted in June of 2018 designates this property as Neighborhood Residential (NR). The NR designation is described as – "The Neighborhood

Residential district (NR) serves as a residential zone for areas where low-to-medium density development is appropriate in Fair Oaks Ranch (beyond the Existing Residential districts). The district accommodates a fairly wide variety of housing needs and types by allowing for contextual development standards. NR developments should provide for pedestrian-friendly residential neighborhoods, protected from incompatible uses. Residences in the NR district are appropriate for direct access to primarily Local Connector streets, Local Neighborhood Residential streets and Rural Residential streets.”

The proposed zoning category will not be in conformance with the current land use designation. However, as stated earlier, the City is proposing an amendment to the Comprehensive Plan to change the land use classification in the Future Land Use Map from Neighborhood Residential (NR) to Existing Residential (R1). The R1 designation is described as follows – “The Existing Residential (ER) categories are intended to capture the neighborhoods already existing in Fair Oaks Ranch as the comprehensive plan exercise commenced. These neighborhoods were platted, and mostly built-out, before zoning districts were created. Construction standards and densities in these areas have historically been governed by land covenants and deed restriction committees.”

Once the Comprehensive Plan amendment is approved, the proposed zoning category will be in conformance with the Future Land Use Map.

Conformance with the Unified Development Code (UDC)

As per the UDC, Neighborhood Residential (NR) zoning is “... appropriate for low to medium density development where the minimum lot size is 1 acre (or 0.75 acre for areas built under the Conservation Development Alternative).” The lot sizes approved by the development agreement for Arbors, ranging from 0.26 acres to 1.68 acres with almost half of the lots being less than 0.3 acres, do not meet this criterion and therefore the Neighborhood Residential (NR) zoning is not appropriate for the approved development. The proposed zoning of Existing Residential (R1) that permits lot sizes to be under 0.3 acres and other development standards to be controlled by deed restrictions will be more suitable and ensure that the approved Arbors Development is in conformance with the UDC.

Conformance with the Character of the Area

The proposed zoning will allow for development that will be compatible with the existing development in the area and future uses permitted by zoning of surrounding properties. The proposed single family residential in Phases 2 and 3 of the Arbors Development will be similar in character to the homes being constructed in Phase I.

Conformance with the Availability of Utilities

The development will be adequately serviced by City water and sewer.

Public Notification

As required, City staff sent public notices, public comment forms, and location map to all properties within 200 feet of the subject property, inclusive of the applicant/owner. Additionally, notice of the public hearing was published in the Boerne Star newspaper on April 24, 2020.

Opposition to or Support of Proposed Request

Staff received one response (Letter included as an exhibit).

Criteria for Review

The Unified Development Code (UDC) states:

“Zoning changes may be approved when the following standards are met:

1. The zoning change is consistent with the Comprehensive Plan;
2. The zoning change promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City;
3. The zoning change is compatible with and conforms with uses of nearby property and the character of the neighborhood;
4. The property affected by the zoning change is suitable for uses permitted by the proposed amendment to the zoning map;
5. Infrastructure, including roadway adequacy, sewer, water and storm water facilities, is or is committed to be available that is generally suitable and adequate for the proposed use; and
6. Zoning Variance requests will not be considered. Zoning changes must be made by Zoning Map Amendment. All amendments must be in accordance with the Comprehensive Plan, which may be amended according to the procedure in this Section. Newly annexed areas will be zoned during the annexation process.”

Staff Recommendation

Staff recommends approval of the zoning change request for the following reasons:

1. The zoning change will be consistent with the amended Comprehensive Plan.
2. The proposed zoning change is in conformance with the UDC that recommends Existing Residential (R1) for approved developments that are denser and are controlled by the applicable deed restrictions.
3. The zoning change is compatible with the surrounding properties and the character of the neighborhood, especially Phase I of the Arbors Development;
4. Staff does not believe that the zoning change will have a detrimental effect on the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City;
5. Staff does not believe the proposed use will have a significant impact on the health, safety and welfare of the surrounding neighborhoods.
6. Staff does not believe the proposed use will have a significant impact on public infrastructure such as roads, parking facilities and water and sewer systems.
7. Staff does not believe the proposed use will have a significant impact on public services such as police and fire protection and solid waste collection.

Exhibits

1. Aerial Map
2. Existing Zoning Map
3. Proposed Zoning Map
4. Existing Future Land Use Map (FLUM)
5. Proposed Future Land Use Map(FLUM)
6. Notification Map
7. Floodplain Map
8. Notification List
9. Applicant Packet and Statement
10. Citizen letter - 1

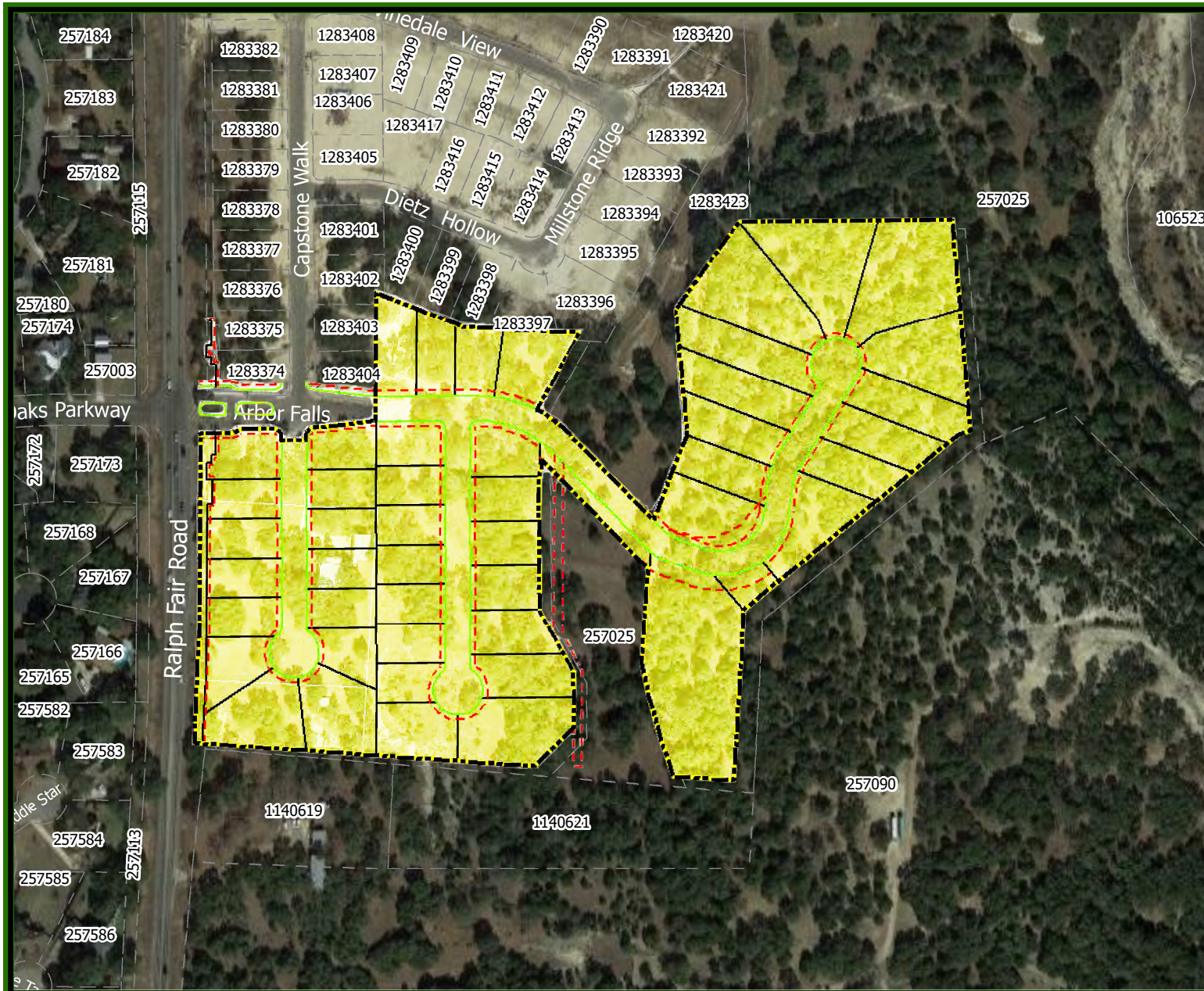
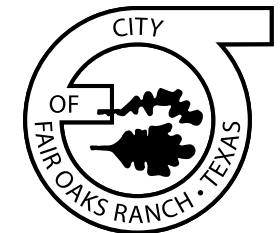


Exhibit 1 AERIAL MAP

ARBORS AT FAIR OAKS RANCH Unit 2A

ZC No. 2020-01

 Subject Property



April 2020



1" ≈ 300'

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**ARBORS AT FAIR
OAKS RANCH**
Unit 2
ZC No. 2020-01

-

April 2020


$$1'' \approx 600'$$

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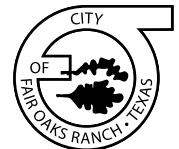
Exhibit 3 ZONING MAP PROPOSED

ARBORS AT FAIR OAKS RANCH

Unit 2

ZC No. 2020-01

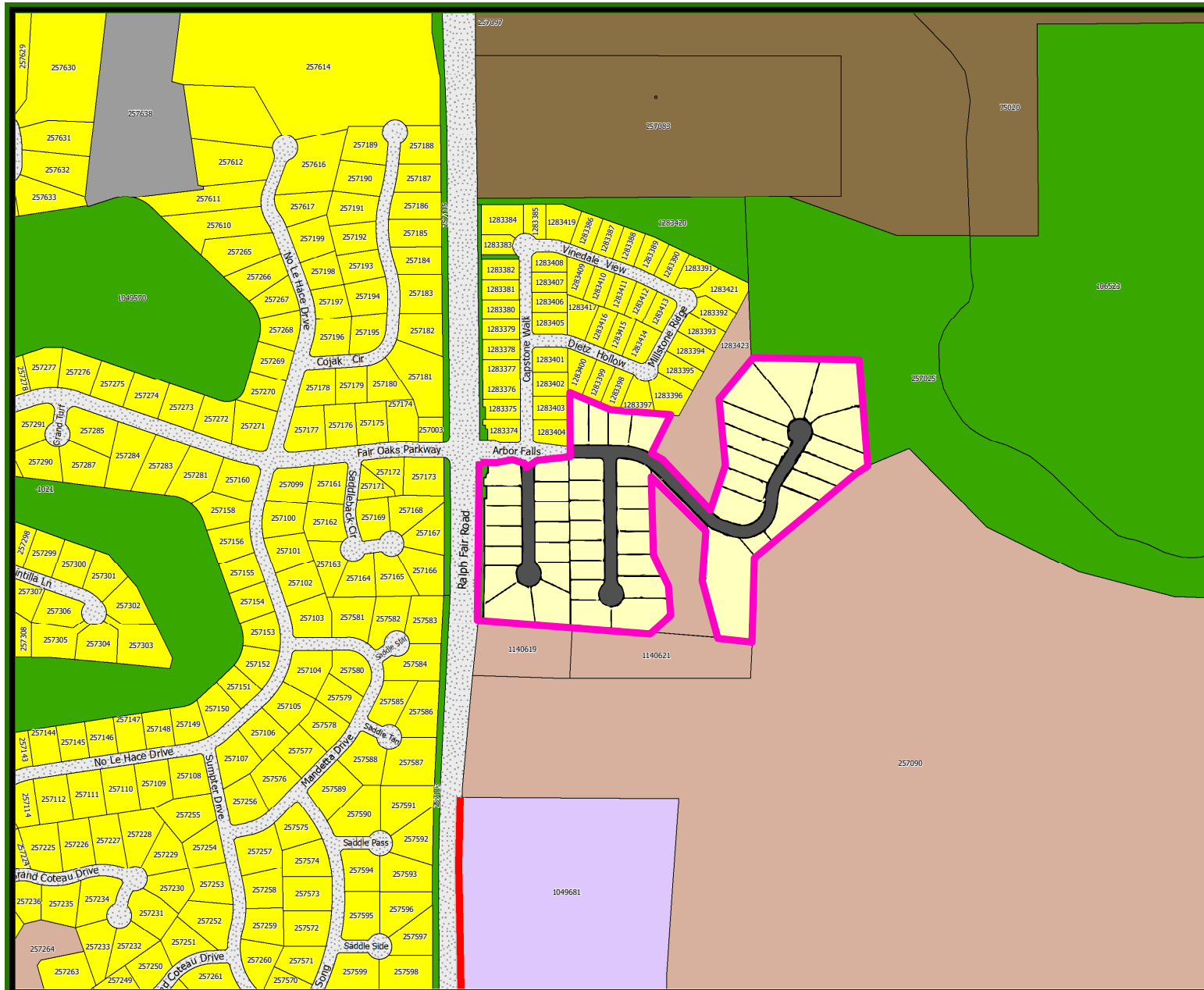
-  Subject Property
-  Civic & Community Facilities
-  Existing Residential One
-  Existing Residential Two
-  Neighborhood Residential
-  Rural Residential
-  Parks and Open Space
-  Mixed Use Village
-  Secondary Frontage



April 2020



1" ≈ 600'



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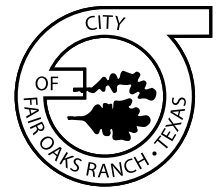
Exhibit 4 FLUM MAP EXISTING

ARBORS AT FAIR OAKS RANCH

Unit 2

ZC No. 2020-01

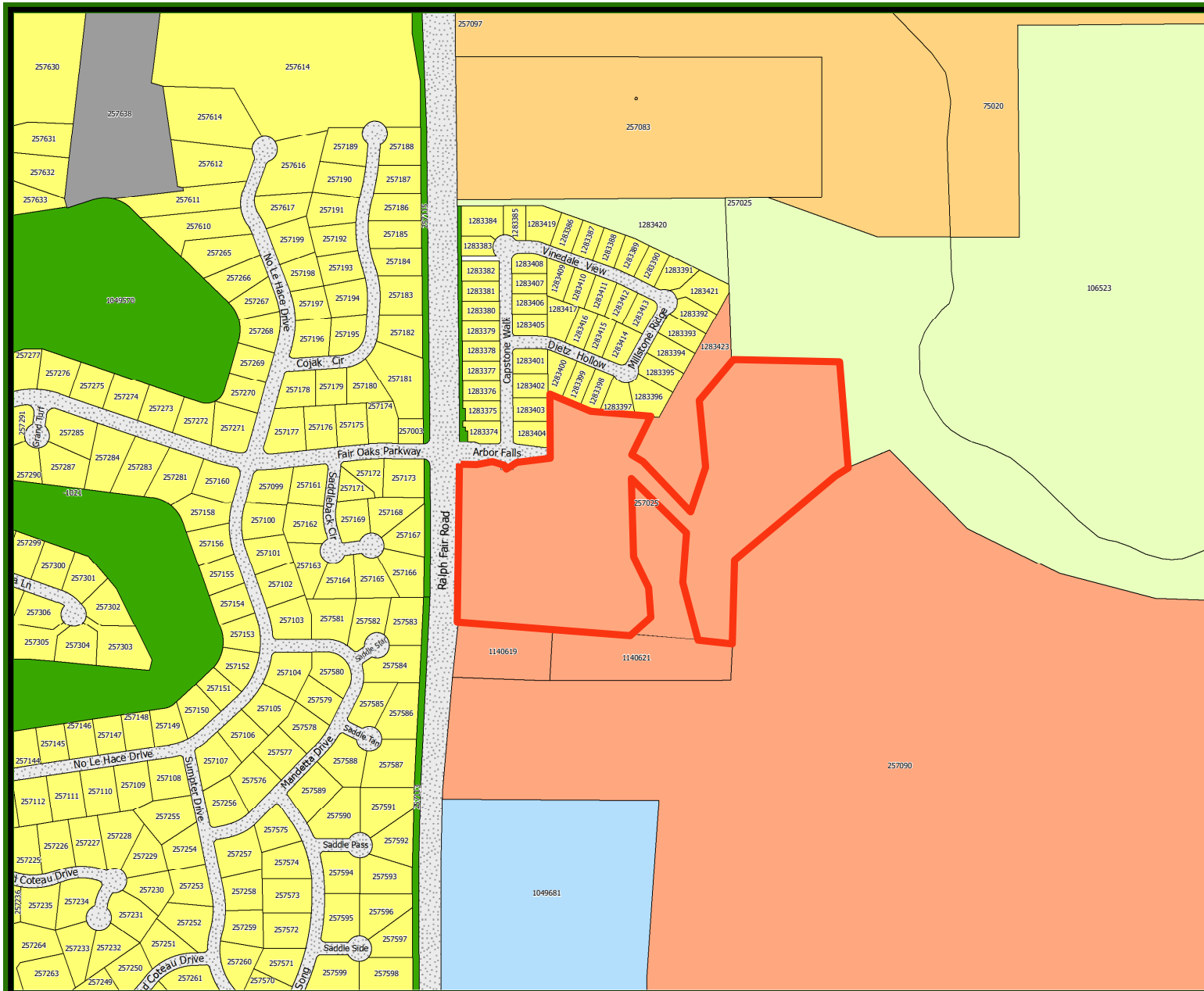
- Subject Property**
- Civic & Community Facilities
- Existing Residential
- Rural Residential
- Neighborhood Residential
- Existing Parks and Open Space
- Parks and Open Space
- Mixed Use Village



April 2020



1" ≈ 600'



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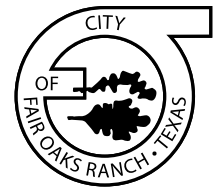
Exhibit 5 FLUM MAP PROPOSED

ARBORS AT FAIR OAKS RANCH

Unit 2

ZC No. 2020-01

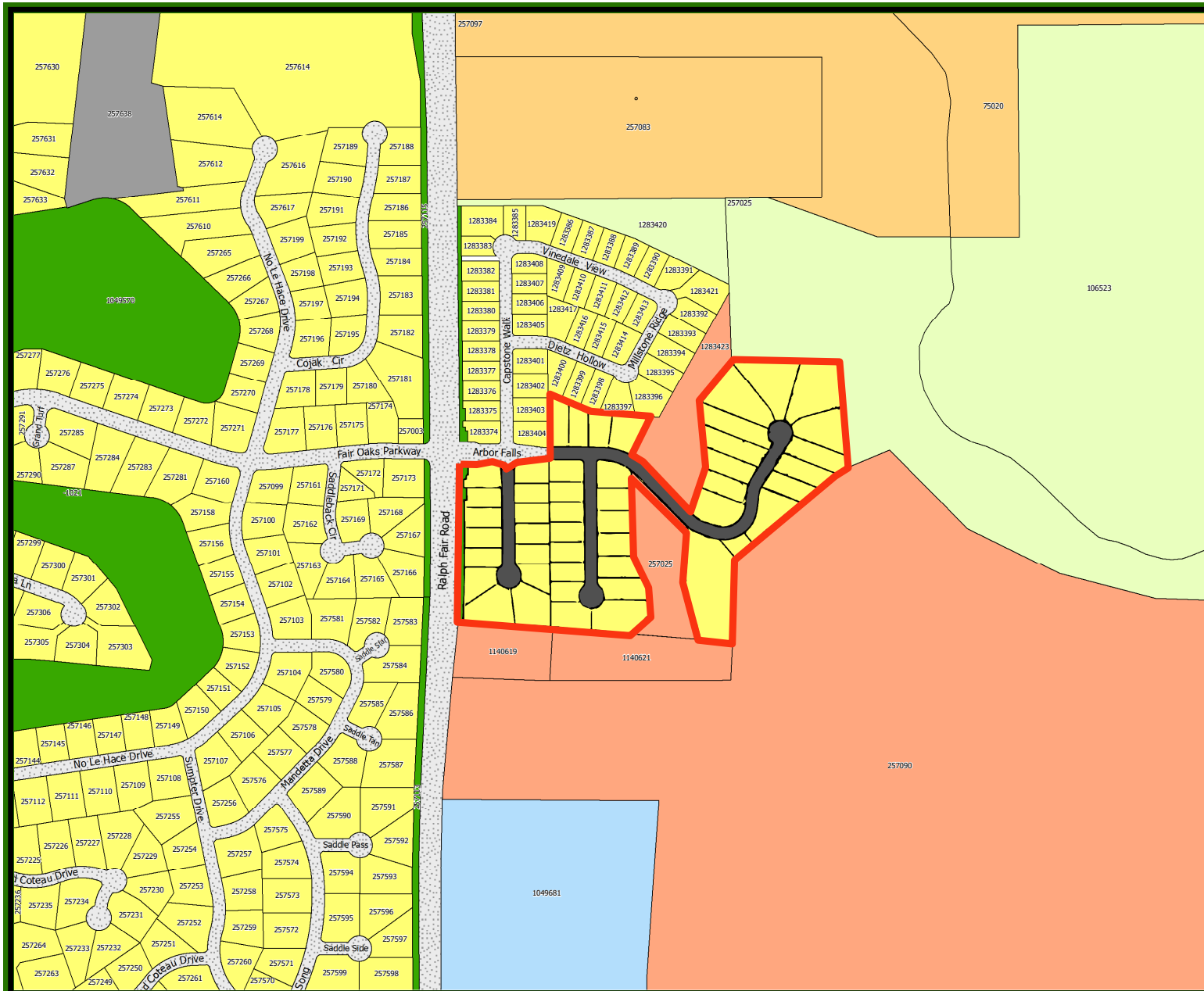
- Subject Property
- Civic & Community Facilities
- Existing Residential
- Rural Residential
- Neighborhood Residential
- Existing Parks and Open Space
- Parks and Open Space
- Mixed Use Village



April 2020



1" ≈ 600'



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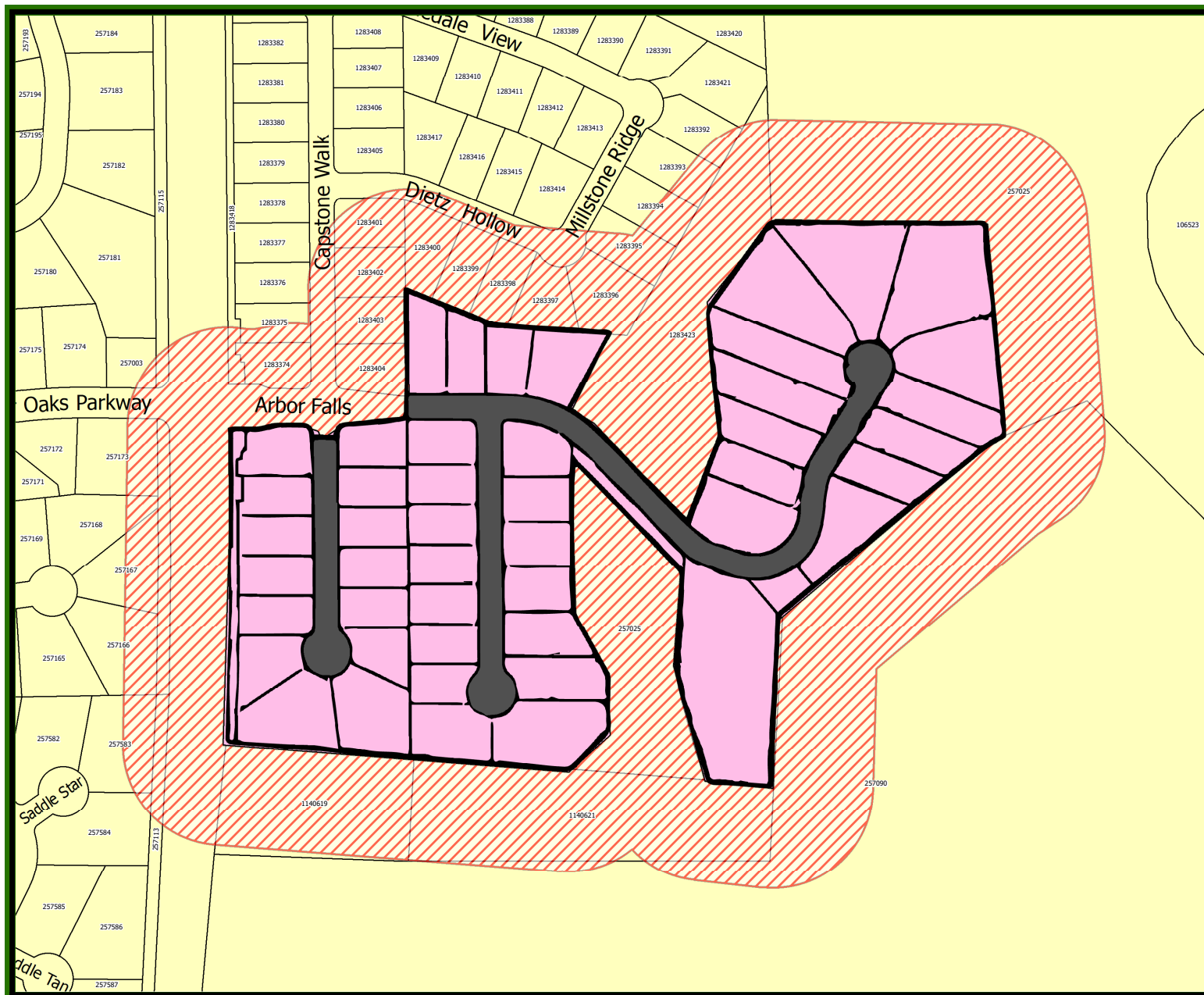
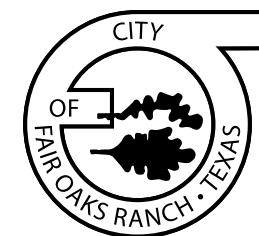


Exhibit 6 NOTIFICATION MAP

ARBORS AT FAIR OAKS RANCH Unit 2

ZC No. 2020-01

- Subject Property
- Notification Area
- FOR Jurisdictional Area



April 2020



1" ≈ 300'

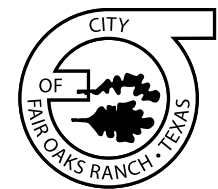
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Exhibit 7 FLOODPLAIN MAP

ARBORS AT FAIR OAKS RANCH Unit 2

ZC No. 2020-01

-  Subject Property
-  High Risk Area
-  High Risk Area - Floodway
-  Moderate Risk Area



April 2020



1" ≈ 600'



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Site Address	Mailing Address	Prop ID	Ac.	Owner	Legal Description
29580 RALPH FAIR RD	PO BOX 561655 CHARLOTTE, NC 28256-1655	257090	159.74	CENTURY OAKS LAND LLC	CB 4741 P-29 ABS 257 FORMERLY P-3
29580 RALPH FAIR RD	7143 VALBURN DR AUSTIN, TX 78731-1812	257025	39.72	SF FAIR OAKS DEVELOPMENT LLC	CB 4741 P-3B ABS 257
RALPH FAIR RD	7286 DIETZ ELKHORN RD FAIR OAKS RANCH, TX 78015-4707	257115	1.62	FAIR OAKS RANCH HOA INC	CB 4741A P-101 (COMMON AREA)
7201 FAIR OAKS PKWY	% RASH & ASSOC PO BOX 1600 ROWLETT, TX 75030-1600	257003	0.23	GUADALUPE VALLEY TELEPHONE	CB: 4741 P-1C ABS: 257 FAIR OAKS RANCH UNIT-O
RALPH FAIR RD	7286 DIETZ ELKHORN RD FAIR OAKS RANCH, TX 78015-4707	257113	0.13	FAIR OAKS RANCH HOA INC	CB 4741A P-100 (COMMON AREA)
29708 SADDLEBACK CIR	29708 SADDLEBACK CIR BOERNE, TX 78015-4531	257166	0.58	MARTINEZ MARIANNE R	CB 4741A BLK LOT 148
7190 FAIR OAKS PKWY	31038 KEENELAND DR FAIR OAKS RANCH, TX 78015-4247	257173	0.56	KRISTIANSEN MARIA & DENISE	CB 4741A BLK LOT 153
29716 SADDLEBACK CIR	29716 SADDLEBACK CIR FAIR OAKS RANCH, TX 78015-4531	257168	0.53	MCCARTY JULIANNE	CB 4741A BLK LOT 150
29712 SADDLEBACK CIR	29712 SADDLEBACK CIR BOERNE, TX 78015-4531	257167	0.5	BROWNE DREW A & YVONNE	CB 4741A BLK LOT 149
7202 SADDLE STAR	7202 SADDLE STAR BOERNE, TX 78015-4531	257584	0.66	UNKNOWN	CB: 4741A LOT: 774 FAIR OAKS RANCH UNIT-N
7203 SADDLE STAR	7203 SADDLE STAR FAIR OAKS RANCH, TX 78015-4588	257583	0.66	MCCLINTOCK REED & NANCY M	CB: 4741A LOT: 773 FAIR OAKS RANCH UNIT-N
RALPH FAIR RD	8515 FAIRWAY BEND DR FAIR OAKS RANCH, TX 78015-4932	1140621	5.89	STEMEN & CO LLC	CB 4741 P-33 ABS 257
VINEDALE VEW	7143 VALBURN DR AUSTIN, TX 78731-1812	1283421	0.49	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 904
DIETZ HOLLOW	7143 VALBURN DR AUSTIN, TX 78731-1812	1283423	2.94	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 905
29806 CAPSTONE WALK	7676 WOODWAY DR STE 104 HOUSTON, TX 77063-1521	1283403	0.3	MHI PARTNERSHIP LTD	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 30
DIETZ HOLLOW	7143 VALBURN DR AUSTIN, TX 78731-1812	1283398	0.31	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 25
DIETZ HOLLOW	7143 VALBURN DR AUSTIN, TX 78731-1812	1283399	0.31	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 26
CAPSTONE WALK	7143 VALBURN DR AUSTIN, TX 78731-1812	1283404	0.31	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 31
CAPSTONE WALK	7143 VALBURN DR AUSTIN, TX 78731-1812	1283401	0.32	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 28
29812 CAPSTONE WALK	6414 RIVER PLACE BLVD STE 100 AUSTIN, TX 78730-1158	1283402	0.32	SCOTT FELDER HOMES LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 29

DIETZ HOLLOW	7143 VALBURN DR AUSTIN, TX 78731-1812	1283400	0.35	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 27
MILLSTONE RIDGE	6414 RIVER PLACE BLVD STE 100 AUSTIN, TX 78730-1158	1283396	0.46	SCOTT FELDER HOMES LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 23
DIETZ HOLLOW	6414 RIVER PLACE BLVD STE 100 AUSTIN, TX 78730-1158	1283397	0.33	SCOTT FELDER HOMES LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 24
29806 MILLSTONE RIDGE	7676 WOODWAY DR STE 104 HOUSTON, TX 77063-1521	1283395	0.35	MHI PARTNERSHIP LTD	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 22
CAPSTONE WALK	7143 VALBURN DR AUSTIN, TX 78731-1812	1283375	0.26	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 2
CAPSTONE WALK	7143 VALBURN DR AUSTIN, TX 78731-1812	1283376	0.28	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 3
CAPSTONE WALK	7143 VALBURN DR AUSTIN, TX 78731-1812	1283374	0.28	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 1
29814 MILLSTONE RIDGE	6414 RIVER PLACE BLVD STE 100 AUSTIN, TX 78730-1158	1283393	0.35	SCOTT FELDER HOMES LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 20
MILLSTONE RIDGE	7676 WOODWAY DR STE 104 HOUSTON, TX 77063-1521	1283394	0.35	MHI PARTNERSHIP LTD	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 21
VINEDALE VEW	6414 RIVER PLACE BLVD STE 100 AUSTIN, TX 78730-1158	1283392	0.33	SCOTT FELDER HOMES LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 19
ARBOR FALLS	7143 VALBURN DR AUSTIN, TX 78731-1812	1283418	0.33	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 901
DIETZ HOLLOW	7143 VALBURN DR AUSTIN, TX 78731-1812	1283414	0.36	SF FAIR OAKS DEVELOPMENT LLC	CB 4741A (ARBORS AT FAIR OAKS RANCH UT 1), LOT 45
29580 RALPH FAIR RD	8515 FAIRWAY BEND DR FAIR OAKS RANCH, TX 78015-4932	1140619	2.86	STEMEN & CO LLC	CB: 4741 P-34 ABS 257 LABEL: TEX0445285/4
29580 RALPH FAIR RD	7143 VALBURN DR AUSTIN, TX 78731-1812	257025	39.72	SF FAIR OAKS DEVELOPMENT LLC	CB 4741 P-3B ABS 257
F.M. 3351	4615 NW 410 SAN ANTONIO, TX 78229			ATT: CLAYTON RIPPS (EMAIL SCANNED NOTIFICATION: RICHARD.DELACRUZ@TXDOT.GOV)	F.M. 3351



**City of Fair Oaks Ranch
ZONING CHANGE APPLICATION**

(Please type or Print)

Property Owner Information:

Name: SF Fair Oaks Development, LLC
 Contact Person: C.A. Elder
 Address: 8200 N. MOPAC, Suite 300
 City: Austin State: TX Zip: 78759
 Telephone No: 512-698-8468
 E-Mail: caelder@mhinc.com

Owner Signature: *[Signature]* Date: 2/10/2020
FOR CAPITAL REALTY ADVISORS, G.P. FOR S.F. FAIR OAKS DEVELOPMENT, LLC
 I am the owner of the herein described property and _____ is
 authorized to file this application on my behalf.

Applicant Information:

Name: SF Fair Oaks Development, LLC
 Contact Person: C.A. Elder
 Address: 8200 N. MOPAC, Suite 300
 City: Austin State: TX Zip: 78759
 Telephone No: 512-698-8468
 E-Mail: caelder@mhinc.com
 Applicant Signature: _____ Date: _____

Planner/Engineer Information:

Name: KFW Engineers & Surveying
 Contact Person: Blaine Lopez, P.E.
 Address: 3421 Paesanos Parkway, Suite 200
 City: San Antonio State: TX Zip: 78231
 Telephone No: 210-979-8444
 E-Mail: blopez@kfwengineers.com

Surveyor Information:

Name: KFW Surveying
 Contact Person: Teresa Seidel, RPLS
 Address: 3421 Paesanos Parkway, Suite 100
 City: San Antonio State: TX Zip: 78231
 Telephone No: 210-979-8444
 E-Mail: tseidel@kfwengineers.com



Subject Property Information

Lot: P-3B
Block: CB 4741, ABS 257
Subdivision:
General location: NE Intersection of Ralph Fair Road & Arbor Falls Road

* If the request is for a portion of a platted lot or the property is not platted, a legal description of the property for which the zoning change is requested **must** be completed as "EXHIBIT A" and attached hereto. The legal description shall include the distance and bearing calls starting and closing from a point of beginning, inclusive of a map/survey exhibit.

Existing Zoning: Neighborhood residential
Acreage: 43.56-acres
Future Land Use Map Recommendation: Future residential
Proposed Zoning, Justification, Uses, Acreage, etc. (use attachment if needed): Existing residential one
Current zoning is in direct conflict with recorded development agreement between City of Fair Oaks Ranch and Developer. Proposed zoning will be in compliance with said development agreement.

City Office Use Only

Date Received:
Application Fee Due:
Application Fee Attached: Yes: ☐ No: ☐
Application Administratively Complete: Yes: ☐ No: ☐*

*Explanation:

Revised Boundaries Proposed by the Applicant

FIELD NOTES FOR A 22.60 ACRE TRACT (PHASE 2 - REZONING)

A **22.60 acre** tract of land, out of the Maria De La Luz Guerra Survey No. 172, Abstract 257, Bexar County, Texas and being a portion of a called 145.4 acre tract of land conveyed to SF Fair Oaks Development, LLC., of record in Volume 17835, Page 1589 of the Official Public Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

COMENCING at a found $\frac{1}{2}$ " iron rod in a curve in the east line of F.M. 3351, a 100.00 wide right-of-way, also known as Ralph Fair Road, for the northwest corner of a called 8.750 acre tract of land conveyed to Stemen & Co., LLC., of record in Volume 14036, Page 405 of the Official Public Records of Bexar County, Texas, the southwest corner of the 145.4 acre tract, from which a found 1" iron square for a point of tangency of the 145.4 acre tract bears, with a non-tangent curve to the left having a radius of 5779.58 feet, a delta angle of $03^{\circ} 27' 01''$, an arc length of 348.04 feet and a chord bears $N 01^{\circ} 13' 29'' E$, a distance of 347.99 feet;

THENCE: $S 85^{\circ} 26' 51'' E$, leaving the east line of Ralph Fair Road, along and with the north line of the 8.750 acre tract, the south line of the 145.4 acre tract, a distance of 10.00 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left, the southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE: leaving the north line of the 8.750 acre tract, into and across the 145.4 acre tract, the following twenty-four courses:

1. With the curve to the left having an arc length of **348.92 feet**, a radius of **5789.58 feet**, a delta angle of **$03^{\circ} 27' 11''$** and a chord bears **$N 01^{\circ} 13' 34'' E$** , a distance of **348.87 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
2. **$N 00^{\circ} 30' 01'' W$** , a distance of **277.90 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the most westerly northwest corner of the tract described herein,
3. **$S 89^{\circ} 44' 55'' E$** , a distance of **60.60 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
4. **$N 69^{\circ} 10' 03'' E$** , a distance of **22.93 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
5. **$S 89^{\circ} 44' 55'' E$** , a distance of **68.11 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right of the tract described herein,
6. With the curve to the right having an arc length of **23.37 feet**, a radius of **15.00 feet**, a delta angle of **$89^{\circ} 14' 54''$** and a chord bears **$S 45^{\circ} 07' 28'' E$** , a distance of **21.07 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
7. **$S 00^{\circ} 30' 01'' E$** , a distance of **10.25 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
8. **$N 89^{\circ} 29' 59'' E$** , a distance of **50.00 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
9. **$N 00^{\circ} 30' 01'' W$** , a distance of **10.55 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right of the tract described herein,

10. With the curve to the right having an arc length of **22.15 feet**, a radius of **15.00 feet**, a delta angle of **84° 36' 09"** and a chord bears **N 41° 48' 03" E**, a distance of **20.19 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
11. **N 84° 06' 08" E**, a distance of **116.58 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
12. **S 89° 44' 55" E**, a distance of **10.80 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
13. **N 00° 15' 05" E**, a distance of **50.00 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
14. **N 00° 33' 28" W**, a distance of **211.22 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an exterior corner of the tract described herein,
15. **S 67° 59' 27" E**, a distance of **191.25 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
16. **S 86° 10' 59" E**, a distance of **233.28 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an exterior corner of the tract described herein,
17. **S 29° 11' 51" W**, a distance of **175.27 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner and point of curvature to the right of the tract described herein,
18. With the curve to the right having an arc length of **82.78 feet**, a radius of **255.00 feet**, a delta angle of **18° 35' 59"** and a chord bears **S 53° 33' 31" E**, a distance of **82.42 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
19. **S 44° 15' 31" E**, a distance of **246.87 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein,
20. **N 21° 18' 53" E**, a distance of **183.20 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
21. **N 05° 59' 53" W**, a distance of **253.50 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
22. **N 35° 51' 42" E**, a distance of **219.73 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
23. **N 89° 46' 29" E**, a distance of **429.66 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
24. **S 05° 20' 39" E**, a distance of **428.06 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" in a north line of a called 159.74 acre tract of land conveyed to the Corley Family LLC., described by Exhibit A, in a Partition Deed of record in Volume 9675, Page 2082 of the Official Public Records of Bexar County, Texas, and Document No. 200206038282 of the Official Public Records of Comal County, Texas, for the most easterly southeast corner of the tract described herein;

THENCE: Along and with the common line between the 159.74 acre tract and the 145.4 acre tract, the following three (3) courses

1. **S 67° 21' 29" W**, a distance of **25.31 feet** to a found ½" iron rod with a red plastic cap stamped "CUDE" for an angle point of the tract described herein,
2. **S 51° 01' 46" W**, a distance of **557.40 feet** to a found ½" iron rod with a red plastic cap stamped "CUDE" for an interior corner of the tract described herein, and

3. **S 02° 59' 24" W**, a distance of **345.30 feet** to a red plastic cap stamped "MATKIN HOOVER" for the northeast corner of the 8.750 acre tract, the most southerly southeast corner of the tract described herein, from which a found ½" iron rod with a red plastic cap stamped "CUDE" for the southeast corner of the 8.750 acre tract, a called 154.12 acre tract conveyed to David A. Owens, described by Exhibit B, in a Partition Deed of record in Volume 9675, Page 2082 of the Official Public Records of Bexar County, Texas, and Document No. 200206038282 of the Official Public Records of Comal County, Texas, and an interior corner of the 159.74 acre tract bears S 02° 59' 24" W, a distance of 331.85 feet;

THENCE: N 85° 26' 51" W, leaving the west line of the 159.74 acre tract, along and with the north line of the 8.750 acre tract, the south line of the 145.4 acre tract, a distance of **1088.71 feet**;

THENCE: leaving the north line of the 8.750 acre tract, into and across the 145.4 acre tract, the following sixteen (16) courses:

1. With the curve to the left having an arc length of **348.92 feet**, a radius of **5789.58 feet**, a delta angle of **03° 27' 11"** and a chord bears **N 01° 13' 34" E**, a distance of **348.87 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
2. **N 20° 24' 42" W**, a distance of **60.44 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
3. **N 15° 34' 48" W**, a distance of **108.19 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
4. **N 12° 10' 17" W**, a distance of **66.91 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
5. **N 03° 50' 56" W**, a distance of **229.66 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
6. With the curve to the left having an arc length of **16.64 feet**, a radius of **135.00 feet**, a delta angle of **07° 03' 52"** and a chord bears **N 47° 47' 27" W**, a distance of **16.63 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,
7. **N 44° 15' 31" W**, a distance of **271.53 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left of the tract described herein,
8. With the curve to the left having an arc length of **31.08 feet**, a radius of **205.00 feet**, a delta angle of **08° 41' 16"** and a chord bears **N 48° 36' 09" W**, a distance of **31.05 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
9. **S 00° 30' 01" E**, a distance of **346.81 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
10. **S 30° 14' 31" E**, a distance of **138.33 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
11. **S 00° 14' 31" E**, a distance of **111.84 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
12. **S 43° 40' 39" W**, a distance of **89.18 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
13. **N 85° 26' 51" W**, a distance of **68.09 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
14. **S 67° 20' 43" W**, a distance of **10.94 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,
15. **N 85° 26' 51" E**, a distance of **610.13 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point of the tract described herein,

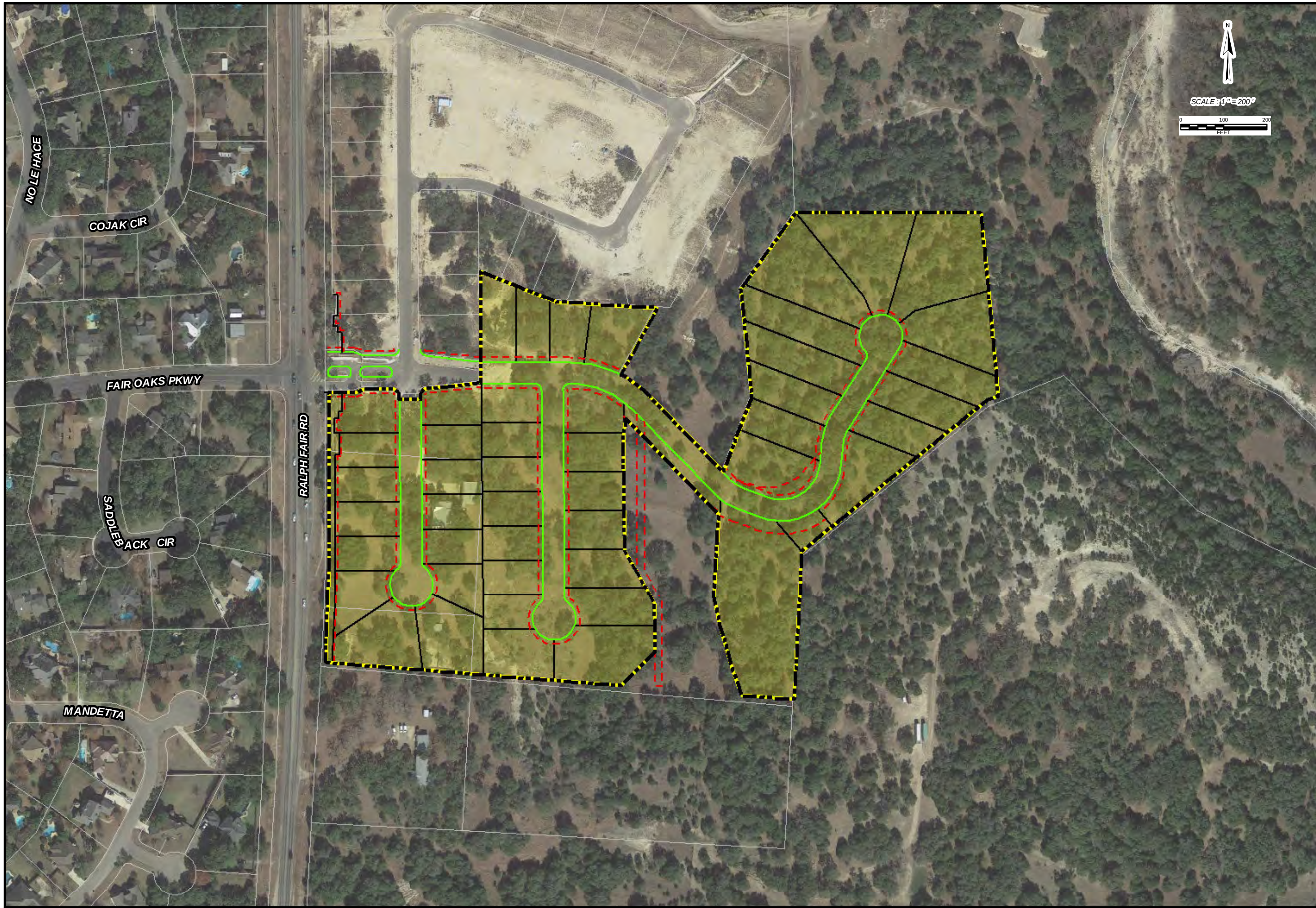
16. **S 03° 09' 22" W**, a distance of **13.00 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point on the north line of the 8.750 acre tract, an angle point of the tract described herein,

THENCE: N 85° 26' 51" W, along and with the north line of the 8.750 acre tract, the south line of the 145.4 acre tract, a distance of **15.01 feet** to the **POINT OF BEGINNING** and containing **22.60 acres** situated in Bexar County, Texas. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.99982917988.

Job No.: 15-133
Prepared by: KFW Surveying
Date: November 30, 2017
File: S:\Draw 2015\15-133 FM 3351 145 Acres\DOCS\Zoning FN\FN – 22.60 Arbors at Fair Oaks Ph 2
Rezoning

NOTE: THIS LEGAL DESCRIPTION IS INTENDED FOR REZONING PURPOSES ONLY AND DOES NOT REPRESENT A LEGAL BOUNDARY SURVEY.

Date: Apr 07, 2020, 11:59:52 AM User: KLara
File: N:\49010103\design\shells\GISE\200-007-Exst_Conditions_11x17.mxd



KFW ENGINEERS + SURVEYING FIRM # 953 FIRM # 1022300 3021 PAESANOS PKWY, SUITE 200 PHONE (210) 978-8444 SAN ANTONIO, TEXAS 78251 FAX (210) 978-8441	
ISSUE DATE	
REVISIONS	
ARBORS AT FAIR OAKS RANCH UNIT 2 PROPOSED SITE PLAN	
JOB NO. 490-01-03 DATE: April 2020 DRAWN: KL CHECKED: BL	
SHEET NUMBER: 1 Pg. 92	

Property Owner Notice



210-698-0900 (office)

CITY OF FAIR OAKS RANCH
7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015

www.fairoaksranchtx.org


210-698-3565 (fax)

(RETURN THIS FORM TO)

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

RE: **(Zone Change No. 2020-01)**

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

Due to a public health emergency related to the COVID-19 virus, it necessitates that the public hearing take place via phone or internet pursuant to Government Code Chapter 551.125 and 551.127, as modified by executive order of the governor. The meeting will be held on Thursday, May 14, 2020 at 6:30 PM. Access information to the meeting will be provided on the meeting agenda which will be made available on the city hall bulletin board and city website www.fairoaksranchtx.org 72 hours prior to the meeting.

_____ I am **FOR** the zone change request as explained on the attached public notice for Zone Change No. 2020-01.

✓ I am **AGAINST** the zone change request as explained on the attached public notice for Zone Change No. 2020-01.

(PLEASE PRINT)

All comments forms **MUST** be returned prior to the City prior to May 7, 2020.

Name:

Marianne Martinez

Address:

29708 Saddleback Cir

Signature:

Marianne Martinez

Date:

5/8/20

Comments:

Until there is a definite plan for expansion or change in Ralph Fair rd I'm against just adding more cars on the road



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
May 21, 2020

AGENDA TOPIC: Consideration and possible action approving the preliminary plat that establishes the Arbors at Fair Oaks Ranch Unit 2

DATE: May 21, 2020

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Lata Krishnarao, AICP, LEED ND, Consultant, 3rd Party Consultant, Gunda Corporation

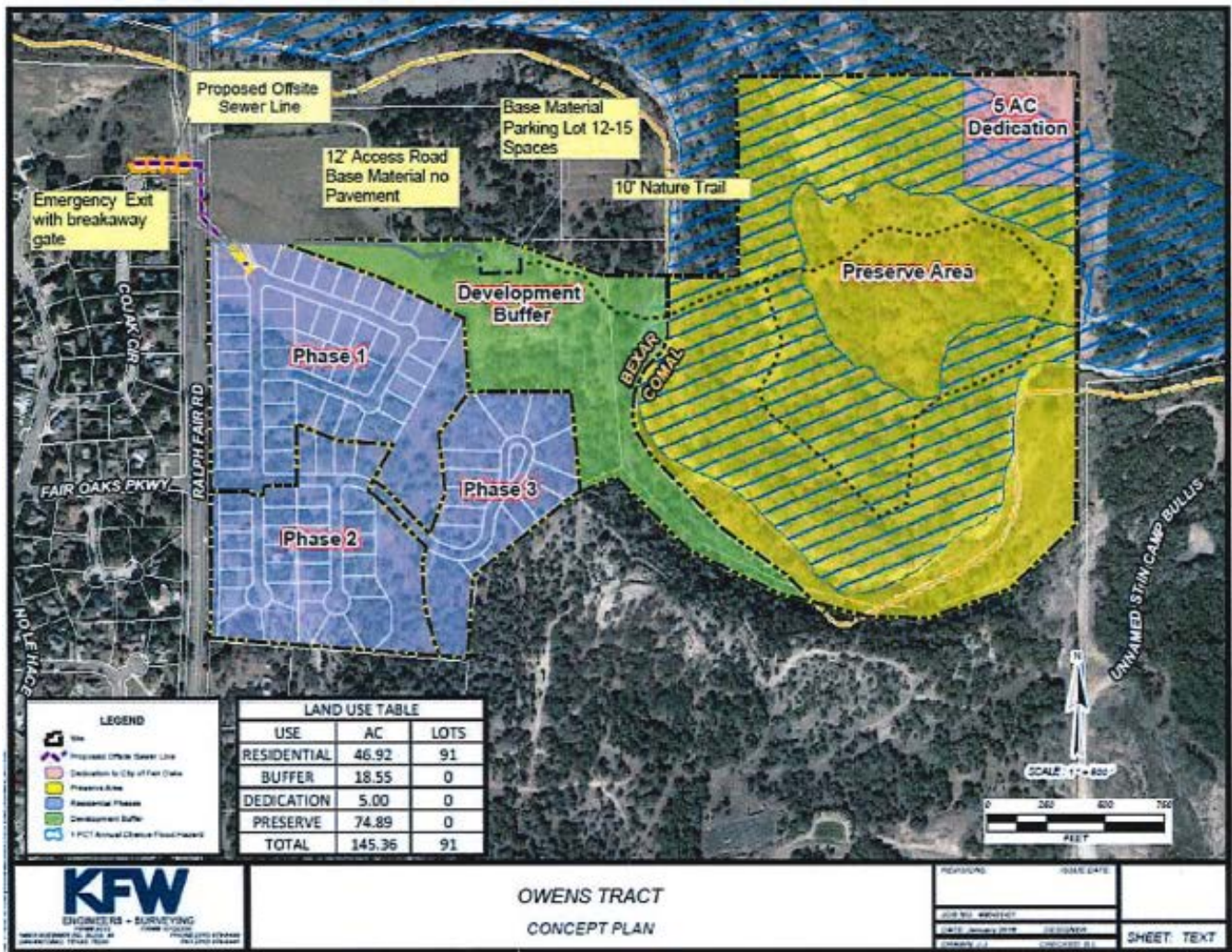
INTRODUCTION/BACKGROUND:

In November 2015 a Preliminary Plat, establishing the Preserve at Fair Oaks, was submitted to the Public Works Department by KFW Engineers & Surveying (KFW). This tract of land is contained in the approximately 145 acres generally referred to as the "Owen's Tract". In February 2016, a development agreement was signed by the City of Fair Oaks Ranch, David and Dianne Owens, and Scott Felder Homes for the approximately 145-acre tract. This subdivision was renamed as Arbors at Fair Oaks Ranch and more information on the proposed units can be found in the Summary Table below. The development agreement contained a maximum of 91 residential lots and referred to the Concept Plan, shown below, for the location of lots and rights of way. The development agreement did not specify minimum lot sizes, but the Concept Plan showed lots that were generally 80' wide and 140' deep. The proposed lots conform to the size in the Concept Plan and range from 0.26 acres to 1.68 acres, with almost half of the lots being less than 0.3 acres.

The development agreement included stipulations regarding a 19-acre green buffer area for the residential lots, a 75-acre natural Preserve Area to be maintained by the Fair Oaks Ranch Homeowners Association (FORHA) with city access, 4,100 linear feet of 10-foot wide nature trails, roadway access to the nature trail with parking and related improvement. Most of these improvements have been undertaken.

Summary Table

Arbors Unit	Approval Date	Total Area (ac)	Residential Lots
1	12/15/2016	24.20	44
2	2018 (Approval expired)	43.56	47
3	N/A	74.89	0
Total	-	145.65	205



In January 2018, the City received a preliminary plat establishing the Arbors Unit 2 at Fair Oaks Ranch and the preliminary plat was approved at that time. As per the subdivision ordinance, the preliminary plat approval is valid for one year and the preliminary plat approval has expired. Therefore, the applicant is resubmitting the preliminary plat for consideration and approval.

Staff has reviewed the preliminary plat and relayed review comments to the applicant (See attached request). The applicant needs more time to address staff comments and has requested extension of the 30-day period to act on this preliminary plat.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Article II, Section 2 of the City Subdivision Ordinance titled, Processing of the Preliminary Plat contains the following:

A. Staff Review.

City Staff will inspect the preliminary plat to verify that it conforms to all of the requirements of this ordinance. The Subdivider will be informed in writing by the City Administrator of any deficiencies in the preliminary plat.

B. Recommendation by the Fair Oaks Ranch Public Works Department.

The Fair Oaks Ranch Public Works Department shall conditionally recommend approval or

disapproval of the preliminary plat at their next scheduled meeting on which a complete plat submission is received by the City Administrator. The Public Works Department's recommendation of approval of the preliminary plat shall not constitute final acceptance of the final plat but is authority to proceed with the preparation of the final plat. If any major changes are required by the Public Works Department, the Public Works Department may require submission of another preliminary plat.

C. Expiration of Plat Approval Recommendation.

The approval recommendation of the preliminary plat shall expire one year from the date of the initial recommendation

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

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

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

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

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At their regular meeting of May 14, 2020, Commissioner Michael Rey made a motion to recommend acceptance of the applicant's request to extend the 30-day period to act on this preliminary plat that establishes Arbors at Fair Oaks Ranch Unit 2. The motion was seconded by Commissioner Linda Tom and passed unanimously. This item will be considered at the next meeting of the Planning and Zoning commission.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the applicant's request to extend the 30-day period to act on this preliminary plat that establishes Arbors at Fair Oaks Ranch Unit 2.

Tobin Maples

From: C.A. Elder <caelder@mhinc.com>
Sent: Thursday, May 14, 2020 11:40 AM
To: Tobin Maples
Cc: Blaine Lopez; 'Dugas, Norman (dvlopr@satx.rr.com)'; Omar Espinosa
Subject: Arbors Fair Oaks

Dear Mr. Maples

Please consider this email a formal request to extend the approval deadline for the preliminary plat of Arbors at Fair Oaks Ranch, Unit -2 for an additional 30 days. This request is being made pursuant to Sec. 212.009 subsection (b-2) of the Local Government Code. Due to Covid-19 related disruptions to governmental and private industry operations, the typical 30 day approval timeline is not sufficient for proper review and coordination necessary for municipality approval. The additional 30 days will allow for these actions to occur so that a final approval will be appropriate at that time.

Please feel free to contact me if you need any additional information regarding this request. We thank you for your time and consideration in this matter.

C.A. Elder
SF Fair Oaks Development, LLC

Total Control Panel

[Login](#)

To: tmaples@fairoaksranchtx.org [Remove](#) this sender from my allow list
From: caelder@mhinc.com

You received this message because the sender is on your allow list.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
May 21, 2020

AGENDA TOPIC: Consideration and possible action approving the preliminary plat establishing Setterfeld Estates Unit 3A

DATE: May 21, 2020

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Lata Krishnarao, AICP, LEED ND, Consultant, 3rd Party Consultant, Gunda Corporation

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch annexed approximately this property located in Comal County in May of 2007. The development is located on the west side of the City and abuts the western City limit line. The Master Plan (Exhibit 4) for the residential development included 212 lots, with a density of 1.24 acre per lot, and approximately 20 acres of open space.

The purpose of this application is to plat approximately 21 acres for open space purposes. The applicant is not proposing any improvements or tree removal currently. The plat includes two lots, a 19.16-acre open space and a 2.07 acre well site. Most of the area included in the plat boundary is zoned as Parks and Open Space. However, there is portion fronting Setterfeld Circle that is zoned Existing Residential Two. (Exhibit 2 – Zoning map) It is not clear if the applicant is proposing to retain the residentially zoned land as a residential lot. Most of the subject area is shown as Existing Parks and Open Space in the Future Land Use Map (FLUM), (Exhibit 3 – Future Land Use Map)

The submittal of the Setterfeld Unit 3A is being considered as a preliminary plat submission as it appears that there they may be some public improvements required. Staff has requested clarification from the applicant.

Staff has reviewed the preliminary plat and relayed review comments to the applicant (See attached request). The applicant needs more time to address staff comments and has requested extension of the 30-day period to act on this preliminary plat.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Article II, Section 2 of the City Subdivision Ordinance titled, Processing of the Preliminary Plat contains the following:

A. Staff Review.

City Staff will inspect the preliminary plat to verify that it conforms to all of the requirements of this ordinance. The Subdivider will be informed in writing by the City Administrator of any deficiencies in the preliminary plat.

B. Recommendation by the Fair Oaks Ranch Public Works Department.

The Fair Oaks Ranch Public Works Department shall conditionally recommend approval or disapproval of the preliminary plat at their next scheduled meeting on which a complete plat submission is received by the City Administrator. The Public Works Department's recommendation of approval of the preliminary plat shall not constitute final acceptance of the final plat but is authority to proceed with the preparation of the final plat. If any major changes are required by the Public Works Department, the Public Works Department may require submission of another preliminary plat.

C. Expiration of Plat Approval Recommendation.

The approval recommendation of the preliminary plat shall expire one year from the date of the initial recommendation.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

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

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

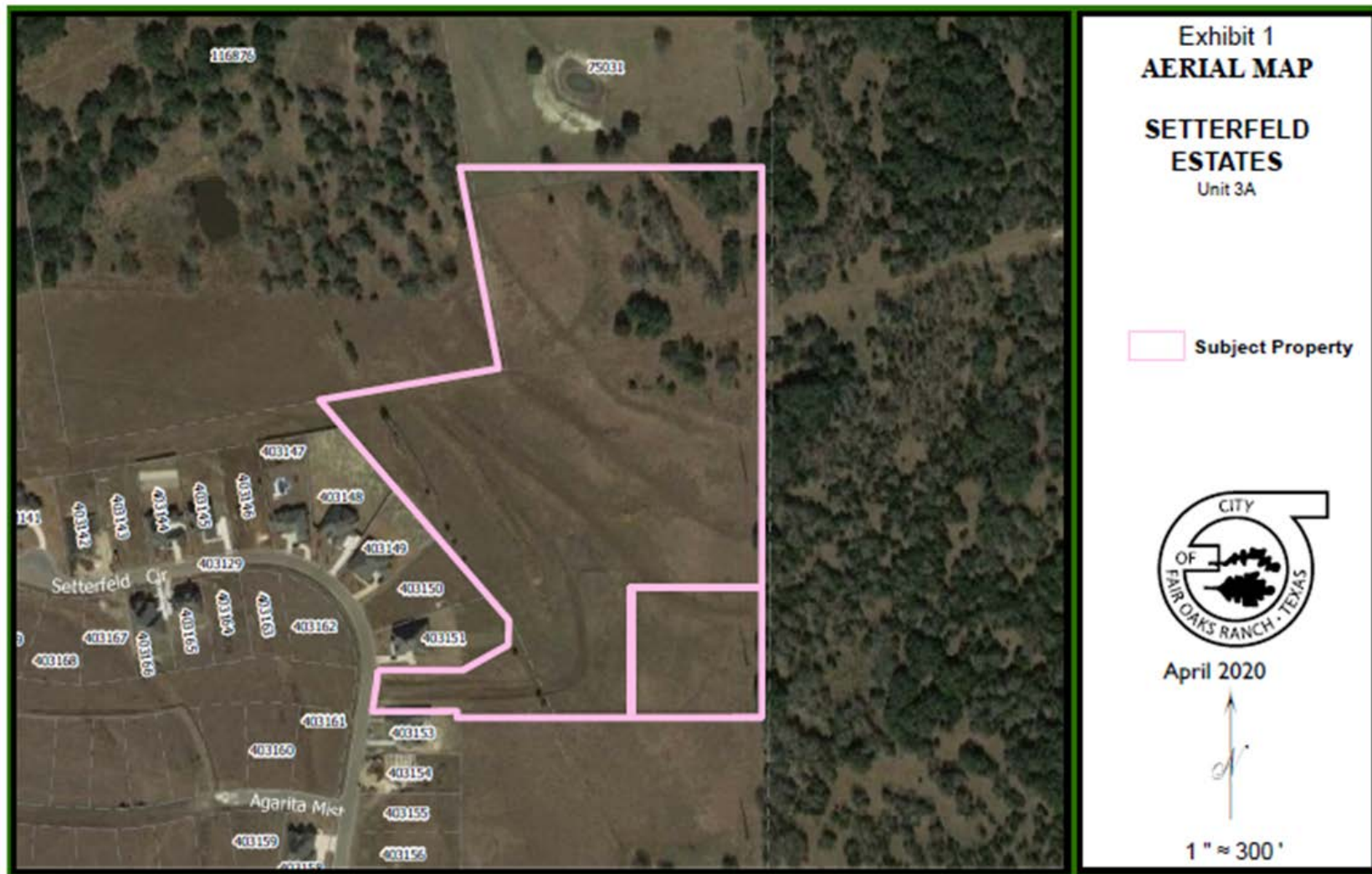
The City of Fair Oaks Ranch's current process requires the Planning and Zoning Commission to consider the plat application and make a recommendation to the City Council. The City Council has the final authority to act on the plat.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

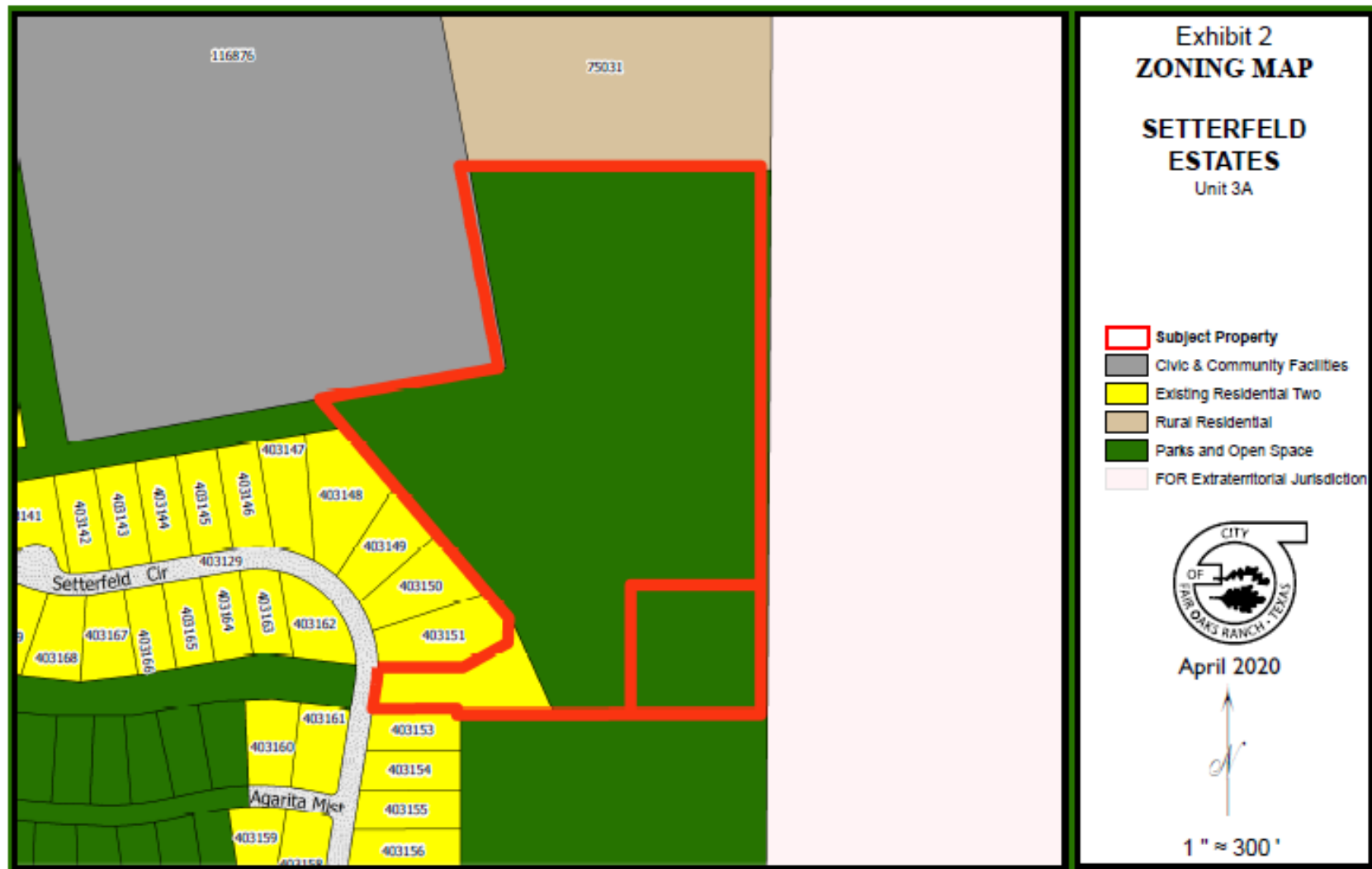
At their regular meeting of May 14, 2020, Commissioner Frank Trapasso made a motion to recommend acceptance of the applicant's request to extend the 30-day period to act on this preliminary plat establishing Setterfeld Estates Unit 3A. The motion was seconded by Commissioner David Horwath and passed unanimously. This item will be considered at the next meeting of the Planning and Zoning commission.

RECOMMENDATION/PROPOSED MOTION:

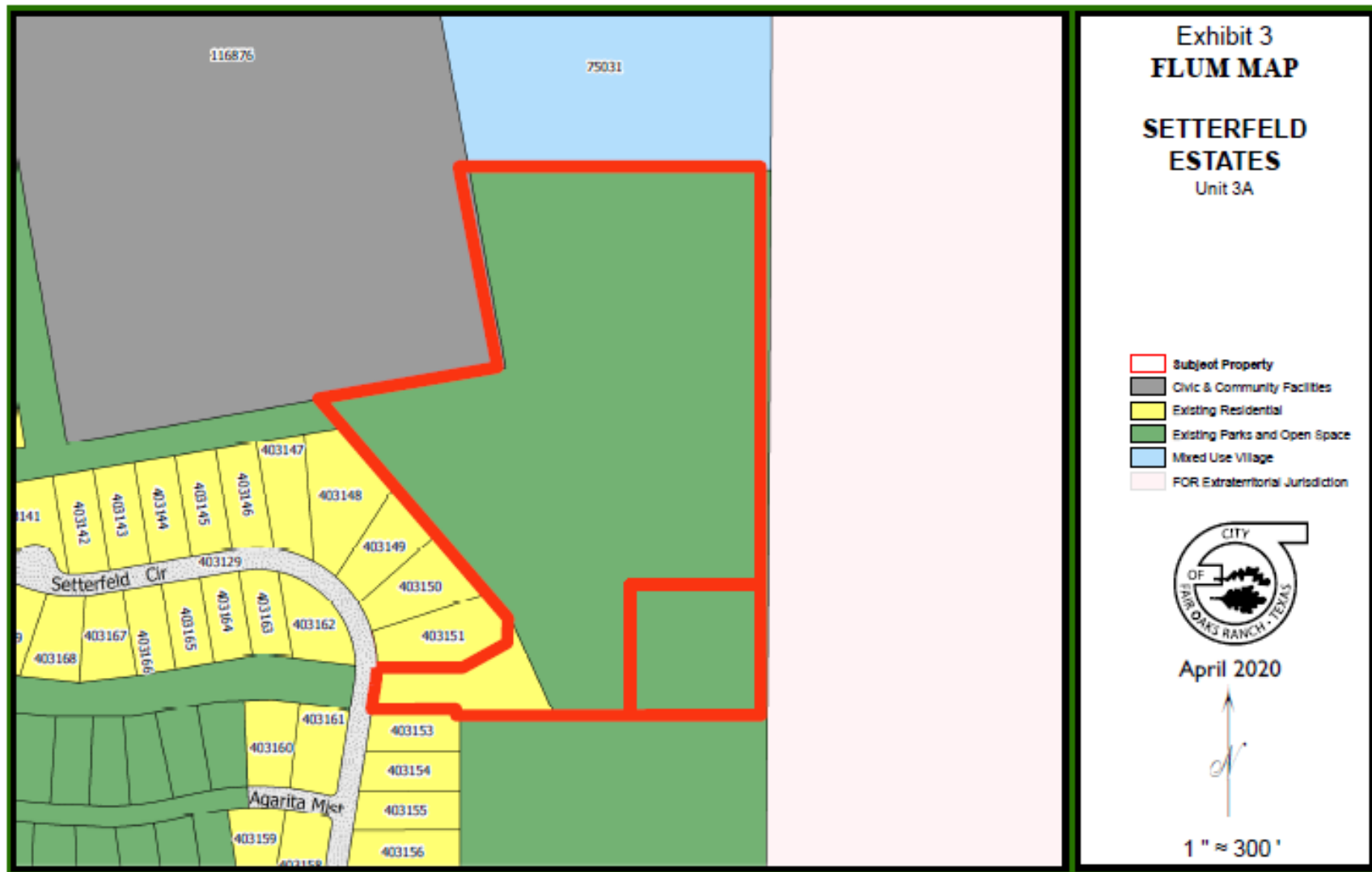
I move to approve the applicant's request to extend the 30-day period to act on this preliminary plat establishing Setterfeld Estates Unit 3A.



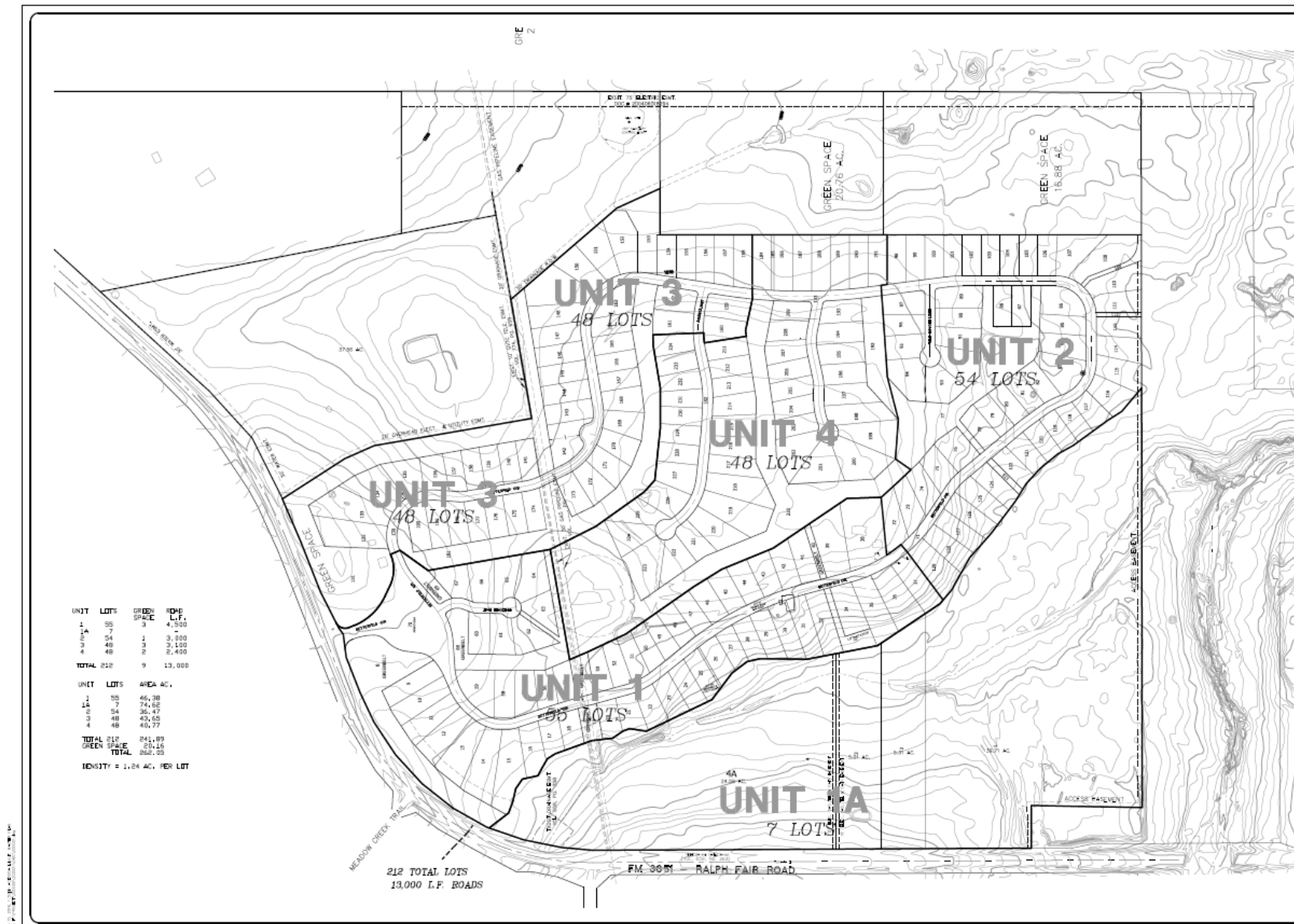
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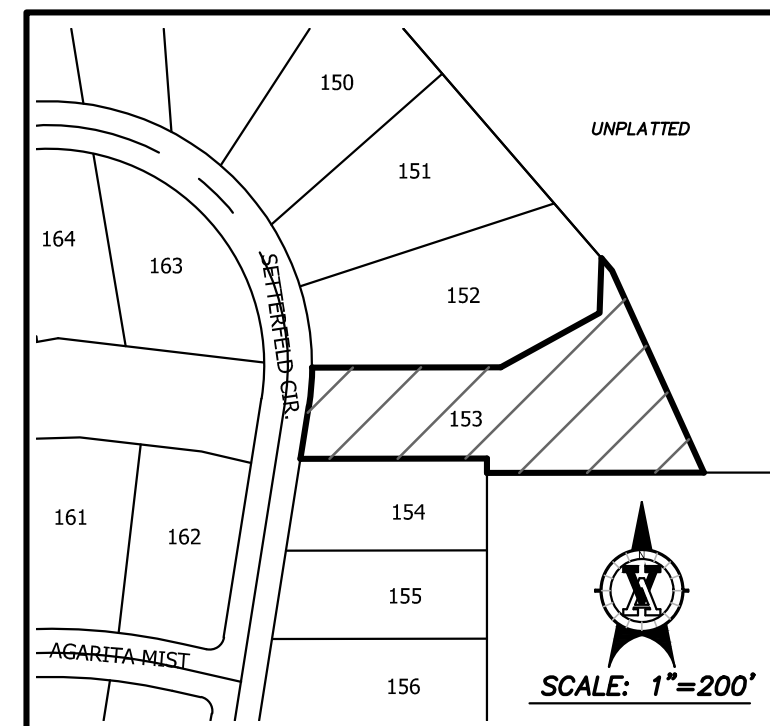
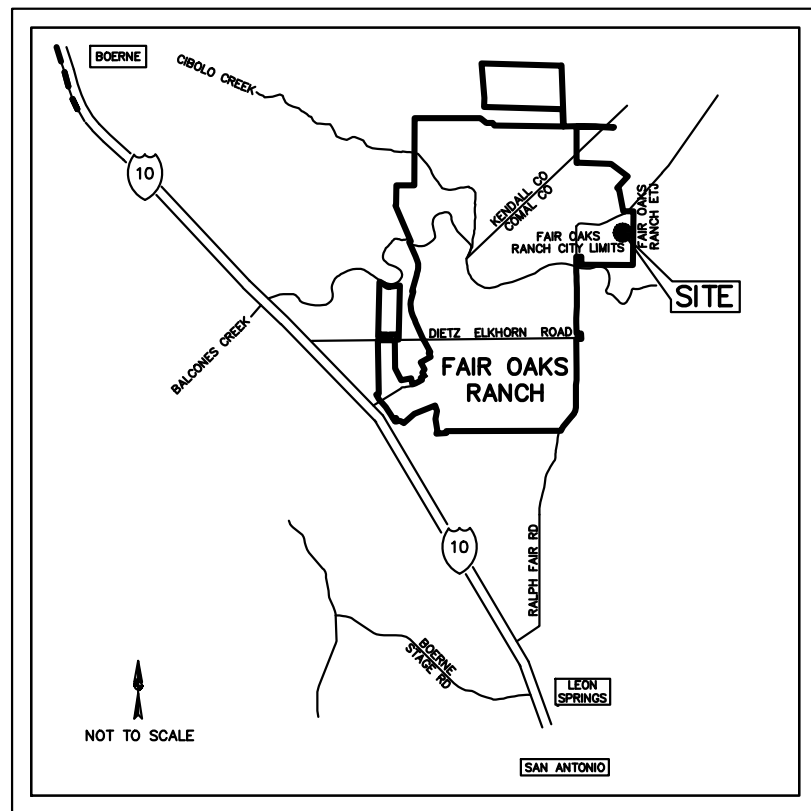


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THE AREA BEING PLATTED IS 1.07 ACRES OF LAND PREVIOUSLY PLATTED AS A GREENBELT LOT 153, OF SETTERFELD ESTATES UNIT 3, DOCUMENT NUMBER 201606048083 OF THE MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS.

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.

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 SHALL MAKE COMMERCIAL 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.

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

CPS NOTES:

THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", "ANCHOR EASEMENT" AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES; THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID AREAS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.

ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.

CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.

ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE (5) FOOT WIDE EASEMENTS.

THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:

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 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 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, REPAIR, OR DIG OUT SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT, INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER CAPS, AND PROTECTING RAILS; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.

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

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.

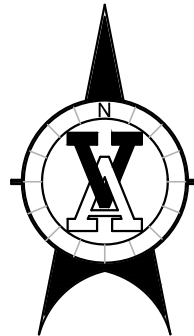
2. THE CITY SHALL MAKE COMMERCIAL REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT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

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

4. LOT 235 SHALL BE DESIGNATED AS A NON RESIDENTIAL GREENBELT LOT. TITLE TO THIS LOT CAN NOT BE CONVEYED WITHOUT CONVEYANCE OF THE GREENBELT LOT 153 OF THE ADJACENT PROPERTY AS PLATTED IN SETTERFELD ESTATES UNIT 3. NO STRUCTURE WILL BE BUILT ON LOT 235 WITHOUT BEING REPLATTED WITH THE ADJACENT PLATTED LOT 153. LOT 153 WILL BE UTILIZED AS ACCESS TO THIS LOT 235.

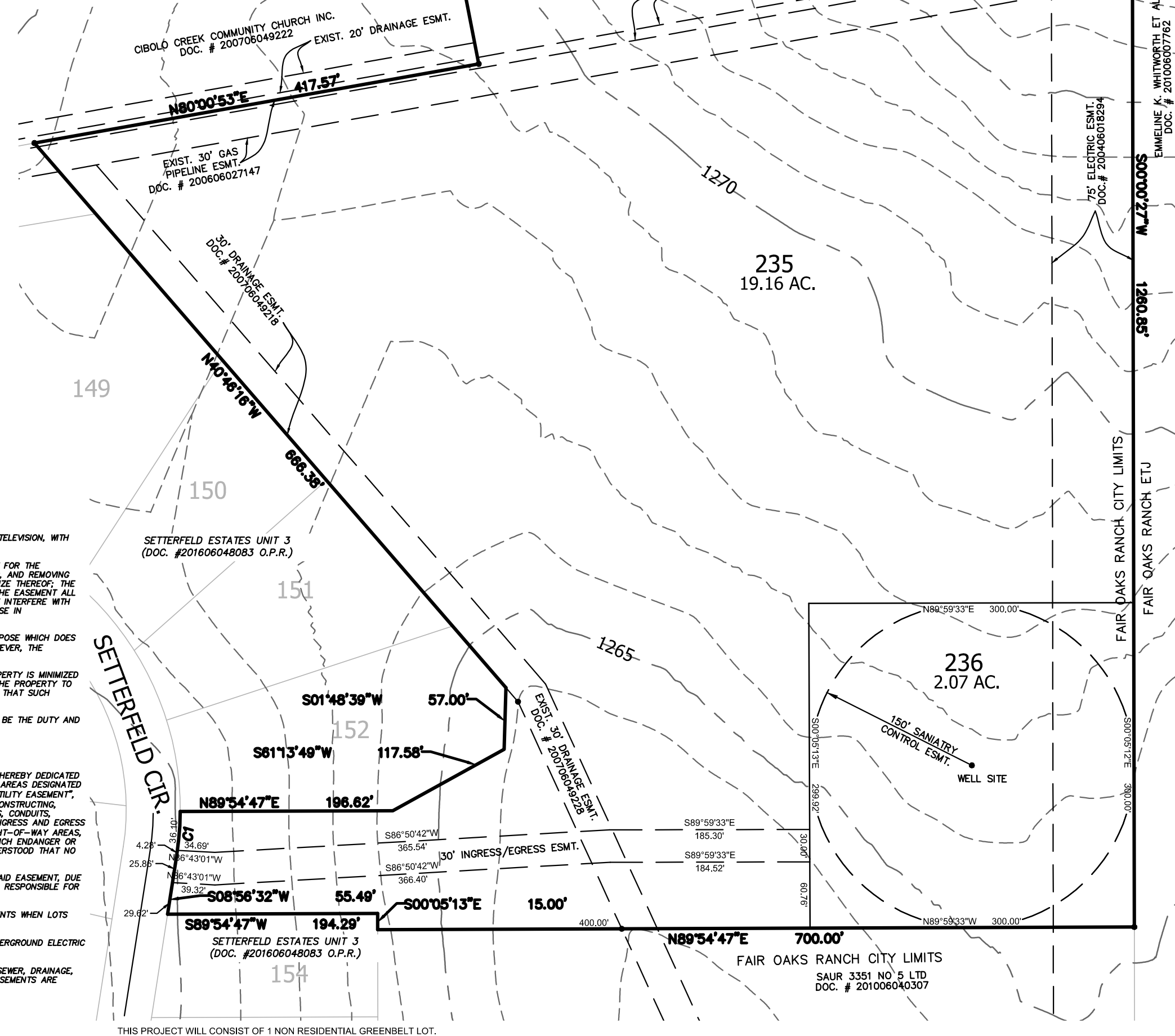
LEGEND

- SET 1/2" IRON ROD WITH CAP STAMPED "VICKREY PROP. COR."
- 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
- G,E,T,CA GAS, ELECTRIC, TELEPHONE AND CABLE TV
- BSL BUILDING SETBACK LINE
- ESMT EASEMENT
- R.O.W. RIGHT OF WAY
- EX EXISTING
- VOL. VOLUME
- P.G. PAGE
- C.V.E. CLEAR VISION ESMT
- BLK BLOCK
- CB COUNTY BLOCK
- AC. ACRES
- PED. PEDESTRIAN



SCALE: 1"=100'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING
C1	8°24'48"	275.00'	40.38'	20.23'	N4°44'08"E



THIS PROJECT WILL CONSIST OF 1 NON RESIDENTIAL GREENBELT LOT.

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

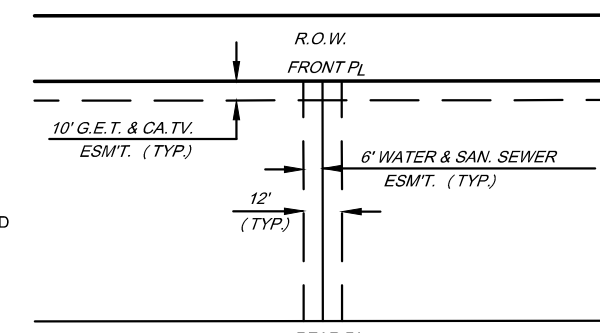
FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS.

GATES ACROSS EASEMENT: DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENT.

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

IMPACT FEE ASSESSMENT
ASSESSMENT AND COLLECTION OF THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES' IMPACT FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY CODE OF ORDINANCE, CHAPTER 10, ARTICLE 10.02.

THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48091C0190F EFFECTIVE DATE 09-02-2009 AND NO. 48091C0355F EFFECTIVE DATE 09-02-2009 WERE SUPERIMPOSED OVER THE SUBJECT TRACT AND INDICATES THAT THE SUBJECT TRACT IS NOT LOCATED WITHIN THE 100 YEAR FLOODPLAIN (SHADED) WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE INUNDATED BY 100-YEAR FLOOD." THIS STATEMENT DOES NOT RULE OUT THE SUBJECT TRACT FROM ALL POTENTIAL FLOOD HAZARD. LOCALIZED FLOODING CAN OCCUR DUE TO NATURAL AND/OR MAN-MADE INFLUENCES. VICKREY & ASSOCIATES, INC. DOES NOT ACCEPT ANY LIABILITY FOR ANY FLOODING THAN MIGHT OCCUR ON SUBJECT TRACT.



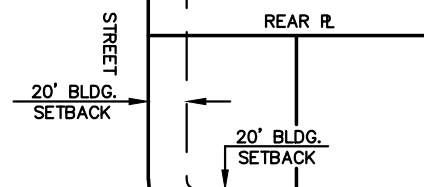
TYPICAL UTILITY EASEMENT DETAIL

1/2" IRON ROD SET AT ALL LOT CORNERS, UNLESS NOTED.

BEARINGS ARE BASED ON STATE PLANE.

LOT 235 IS NOT FOR RESIDENTIAL USE. ALSO, THERE WILL BE NO HABITABLE STRUCTURES ALLOWED IN THIS LOT.

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



TYPICAL BUILDING SETBACKS

REPLAT AND SUBDIVISION PLAT
ESTABLISHING
SETTERFELD ESTATES UNIT 3A

BEING 21.23 ACRES OF LAND OUT OF THE THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, ABSTRACT NO. 257, COMAL COUNTY, TEXAS.

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS

12940 Country Parkway San Antonio, Texas 78216-2004

Telephone: (210) 349-3271

TBPE Firm Registration No.: F-159

TBPLS Firm Registration No.: 10004100

STATE OF TEXAS

COUNTY OF BEXAR

THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAMES ARE 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.

SETTERFELD ESTATES UNIT 3, LTD.

LLOYD A. DENTON, JR.

11 LYNN BATTS LANE, SUITE 100 78218

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED

LLOYD A. DENTON, JR.

WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, KNOWN TO ME TO BE THE PERSON 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., 2018.

NOTARY PUBLIC

STATE OF TEXAS

STATE OF TEXAS

COUNTY OF BEXAR

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

LICENSED PROFESSIONAL ENGINEER #57564

PAUL A. SCHROEDER

4365 EAST EVANS ROAD

SAN ANTONIO, TEXAS 78261

(210) 828-0691

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____ A.D., 2018.

NOTARY PUBLIC

STATE OF TEXAS

STATE OF TEXAS

COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

REGISTERED PROFESSIONAL LAND SURVEYOR #5160

PAUL A. SCHROEDER

4365 EAST EVANS ROAD

SAN ANTONIO, TEXAS 78261

828-0691

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____ A.D., 2018.

NOTARY PUBLIC

STATE OF TEXAS

THIS PLAT OF SETTERFELD ESTATES UNIT 3A HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS _____ DAY OF _____ A.D., 20 _____

BY _____ MAYOR

BY _____ SECRETARY

STATE OF TEXAS

COUNTY OF COMAL

I, BOBBIE KOEPP, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT

THIS PLAT WAS FILED FOR RECORD IN MY OFFICE,

ON THE _____ DAY OF _____

A.D. _____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____

A.D. _____ AT _____ M. IN THE MAP AND PLAT RECORDS OF SAID COUNTY,

IN DOC# _____

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE

THIS _____ DAY OF _____ A.D. 2018

COUNTY CLERK, COMAL COUNTY, TEXAS

BY : _____ DEPUTY

VICKREY & ASSOCIATES, Inc.
CONSULTING ENGINEERS

May 14, 2020

Mr. Ron Emmons, PE
Public Works Director
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Re: Setterfeld Estates Unit 3A
V&A Project No. 2740-001-051

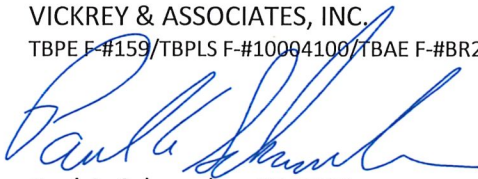
Dear Mr. Emmons,

In compliance with LGC Sec. 219.009.(b-2) I am hereby requesting a 30-day extension to the time limits set forth in this Sec 212.009.

Your consideration is appreciated.

Sincerely,

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



Paul A. Schroeder, PE, RPLS
Residential Division Manager



PAS/ksh





CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

May 21, 2020

AGENDA TOPIC: Consideration and possible action recommending the approval of a final plat that establishes Elkhorn Ridge Unit 5

DATE: May 14, 2020

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Lata Krishnarao, AICP, LEED ND, Consultant, 3rd Party Consultant, Gunda Corporation

INTRODUCTION/BACKGROUND:

In April 2020, a Final Plat, establishing Elkhorn Ridge Unit 5, was submitted to the Public Works Department by Vickrey and Associates, Inc. The Preliminary Plat for this section was approved by the City Council in March 2020.

As described in the Preliminary Plat report, this tract of land is generally located in the north part of the Elkhorn Ridge private subdivision. This subdivision is the fifth unit in the Elkhorn Ridge subdivision. This subdivision encompasses 16.29 acres of land and contains 47 lots, a greenbelt, portions of three private streets, and utility and drainage easements. Lot breakdown is as follows:

- 12 lots - minimum lot depth of 120' and minimum width of 80'
- 35 lots - minimum lot depth of 120' and minimum width of 55'

Pertinent information regarding the progress of the subdivision can be found in the table below:

Elkhorn Ridge Unit	Final Plat Approval Date	Total Area (ac)	Residential Lots
1	11/16/2015	30.10	61
2	4/4/2017	4.54	18
3	6/20/19	4.62	15
5	-	16.29	47
6A	5/17/2018	4.62	15
9	5/17/2018	23.93	43
4, 6B, 7, 8	-	23.90	112
*Total	-	108	311

*All values are based on the original master plan and may be subject to change.

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 (65ft) wide and 72 lots being approximately eighty feet (80 ft) wide as measured from the front building setback line." Attached Exhibit B shows the Master Plan for the area and the lot configuration. The proposed final plat that establishes Elkhorn Ridge Unit 5 is in conformance with the Master Plan included in the development agreement.

The final plat review is based on the requirements of the subdivision regulations contained in Chapter 10 of the code of ordinances, that was in effect at the time of the approval of the development agreement.

Staff has reviewed the revised submittal and has one outstanding comment:

1. Letters of approval from each affected utility provider as to the adequacy and proper location of utility easements have not been provided.

Applicant has indicated that these will be provided prior to the City Council's consideration of the plat.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Article II, Section 5 of the City Subdivision Ordinance titled, Processing of Final Plat contains the following:

A. Staff Review.

City Staff will inspect the final Plat and the Plans and Specifications to verify that the submittal conforms to all of the requirements of this Ordinance. The Subdivider will be informed in writing by the City Administrator of any deficiencies. Prior to final plat approval, City staff shall furnish the Fair Oaks Ranch Public Works Department a report concerning utility and street construction plans, bonding requirements and filing fees. When the Public Works Department is satisfied that all conditions and requirements have been met, the Public Works Department shall recommend approval of the plat at their next scheduled meeting.

B. Recommendation by the Fair Oaks Ranch Public Works Department.

The Fair Oaks Ranch Public Works Department shall recommend that City Council approve or disapprove the final plat, plans and specifications within 30 days of the date on which a complete final plat submission is received by the City Administrator. The Public Works Department's recommendation of the final plat, plans and specifications shall not constitute final plat approval, but is the authorization to present the plat, plans and specifications to the City Council for final approval. If any major changes are required by the Public Works Department, the Public Works Department may require submission of another final plat.

C. Approval by the Fair Oaks Ranch City Council.

The Fair Oaks Ranch Public Works Department shall forward its recommendation for approval or disapproval to the City Council for action at its next scheduled meeting. Final plats shall be considered filed with the City Council (The Municipal Approving Authority) on the date that the agenda is posted for the meeting that City Council shall initially consider approval of the final plat.

D. Disapproved Plat.

Should the final plat as submitted fail to meet the conditions of this ordinance, the City Council shall disapprove the plat and note its disapproval in the minutes of the City Council meeting.

E. Plat Filing.

The Subdivider shall file/record with the appropriate County the approved final plat and provide the City with two reproducible, recorded tracings of the recorded plat within 10 days of the City Council meeting at which the final plat is approved.

Financial Guarantees:

Article II, Section 4 of the City Subdivision Ordinance titled, Processing of Final Plat requires financial guarantees “to insure that all of the required improvements in the subdivision are constructed in accordance with the approved Plans and Specifications, and to guarantee that the improvements are maintained to the satisfaction of the City in a good state of repair for the period of one year after approval and acceptance”. These guarantees include:

- a. Construction Bond in an amount equal to the estimated cost of the utility, drainage, street improvements and erosion control by the subdivider. The subdivider is required to file this bond at least five working days prior to the consideration of the final plat by the City Council.
- b. Maintenance Bond in an amount equal to ten percent (10%) of the amount of the Construction Bond. This bond is due prior to final acceptance of the subdivision improvements by the City to ensure that the owner will maintain, to the satisfaction of the City, all of the constructed improvements in a good state of repair for the period of one year from the date of acceptance by the city.

For subdivisions approved prior to the adoption of the Unified Development Code, City’s current platting procedures permit the applicant to obtain a final plat approval without submittal of a construction bond. However, the plat can be recorded only after the public improvements are constructed and accepted by the city.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

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

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

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At their regular meeting of May 14, 2020, Commissioner Dale Pearson made a motion to recommend approval of the final plat that establishes Elkhorn Ridge Unit 5 with the following condition:

1. Letters of approval from each affected utility provider as to the adequacy and proper location of utility easements be provided prior to the City Council's consideration of the plat.

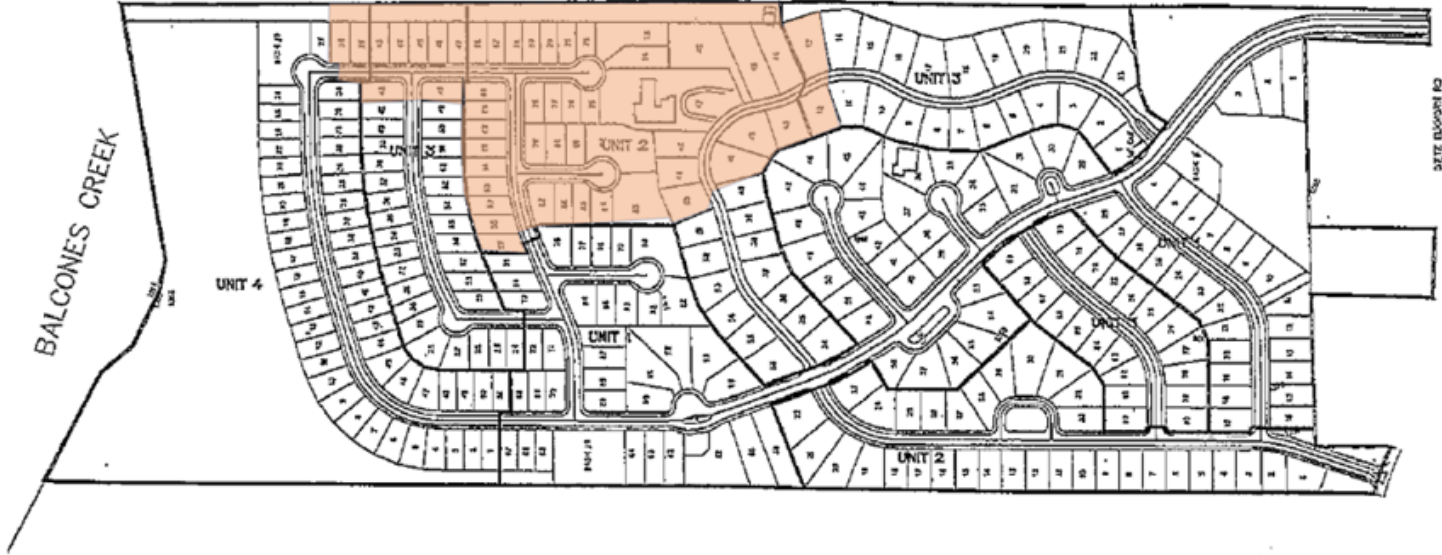
The motion was seconded by Commissioner Michael Rey and passed unanimously.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the final plat that establishes Elkhorn Ridge Unit 5 subject to:

1. Letters of approval from each affected utility provider as to the adequacy and proper location of utility easements be provided prior to the City Council's consideration of the plat.

EXHIBIT - B



	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

	LOTS	L.F. CURB	L.F. ROAD
UNIT 1	94	11,320	5,580
UNIT 2	87	8,300	4,080
UNIT 3	80	6,080	2,970
UNIT 4	51	3,020	1,470
TOTAL	312	28,720	14,120

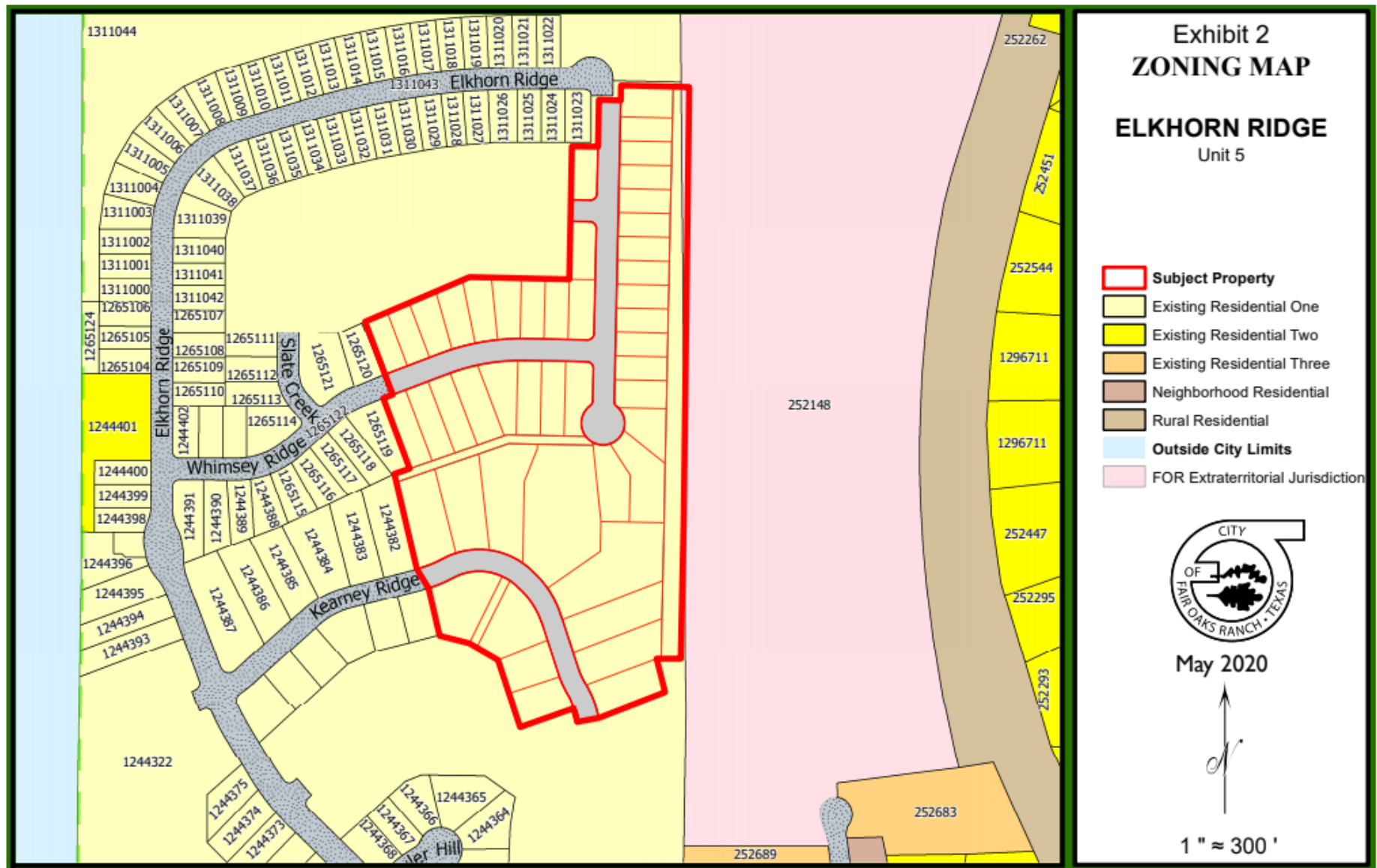
JOB NO. 1010000
SCALE: 1" = 200'
DRAWN BY: [signature]
CHECKED BY: [signature]
DATE: 6/2/00

ELKHORN RIDGE
MASTER PLAN

ACES CONSULTING ENGINEERS
& SURVEYORS, INC.
1404 EAST EVANS ROAD, SAN ANTONIO, TX 78211
PHONE: (210)242-4224 FAX: (210)241-0282

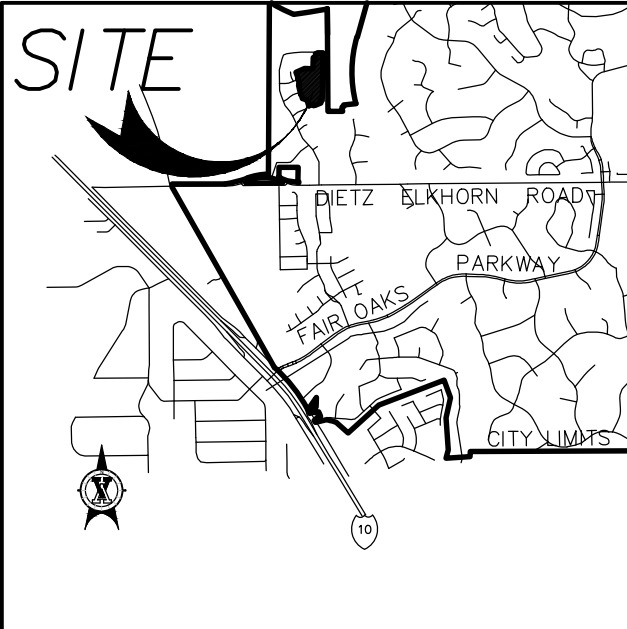


REVISIONS	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



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





LOCATION MAP
NOT TO SCALE

Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	23.35	N89°19'08"E	L13	37.36	N70°53'18"E
L2	60.00	S88°47'54"E	L15	12.41	S44°59'26"E
L3	50.00	S88°47'54"E	L16	12.41	S44°59'26"E
L4	34.20	N01°12'06"E	L17	45.00	S88°47'54"E
L5	55.04	S89°56'56"W	L18	45.00	S88°47'54"E
L6	80.02	N13°56'45"W	L19	9.20	S30°15'06"E
L7	50.00	S79°40'32"W	L20	9.20	S30°15'06"E
L8	162.78	N18°12'56"W	L21	20.05	N59°33'01"W
L9	76.19	N59°33'01"W	L22	10.27	S01°12'06"W
L10	71.05	N75°47'07"W	L24	65.00	N88°47'54"W
L11	111.86	N13°07'23"W	L25	80.00	N88°47'54"W
L12	51.85	N31°23'28"W			

LEGEND	
●	FOUND 1/2" IRON ROD WITH CAP STAMPED "ACES"
○	SET 1/2" IRON RODS WITH "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
100 YR FLOOD PLAIN	
BSL	BUILDING SETBACK LINE
ESMT	EASEMENT
R.O.W.	RIGHT OF WAY
EX VOL.	EXISTING VOLUME
P.C.	PAGE
C.V.E.	CLEAR VISION ESMT
BLK	BLOCK
CB	COUNTY BLOCK
AC	ACRES
PED.	PEDESTRIAN
FF	FINISHED FLOOR
FFs	FINISHED FLOOR FOR SEWER SERVICE
2	10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT VOL. 9692, PG. 179-181
3	10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT VOL. 9714, PG. 123
4	10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT VOL. 20001, PG. 1245
FFs	FINISHED FLOOR FOR SEWER SERVICE

ELKHORN RIDGE UNIT 1
VOL. 9692 PG. 179-181
ELKHORN RIDGE SA, LLC.
4372 N LOOP 1604 W STE 206
SAN ANTONIO, TX 78249

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 COMMERCIOALLY 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.

PRIVATE STREET DESIGNATION NOTE:
RESERVES 906, 907 ARE PRIVATE STREETS AND ARE DESIGNED AS UNDERGROUND PUBLIC WATER AND PUBLIC SANITARY SEWER AND UTILITY EASEMENT AND SHALL BE OWNED BY THE HOA.

ELKHORN RIDGE UNIT 2
VOL. 9714 PG. 123
ELKHORN RIDGE HOA INC.
3424 PAESANOS PKWY STE 100
SAN ANTONIO, TX 78258

MONTICELLO CUSTOM HOMES LP
207 STONE OAK PKWY
SITE 103 SAN ANTONIO, TX 78258

ELKHORN RIDGE SA, LLC.
4372 N LOOP 1604 W STE 206
SAN ANTONIO, TX 78249

ELKHORN RIDGE SA, LLC.
4372 N LOOP 1604 W STE 206
SAN ANTONIO, TX 78249

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SAN ANTONIO, TX 78249

ELKHORN RIDGE SA, LLC.
4372 N LOOP 1604 W STE 206
SAN ANTONIO, TX 78249

CPS NOTES:

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

CURVE TABLE	
CURVE	DELTA
C1	9°08'32"
C2	10°59'38"
C3	26°46'31"
C4	53°26'56"
C5	11°03'15"
C6	13°41'06"
C7	27°17'14"
C8	16°59'32"
C9	12°02'10"
C10	19°55'38"
C11	6°00'48"
C12	90°00'00"
C13	90°00'00"
C14	89°59'57"
C15	52°01'05"
C16	46°37'20"
C17	52°01'12"
C18	90°00'00"
C19	11°19'34"
C20	9°11'38"
C21	10°47'06"
C26	52°12'06"
C27	51°44'49"
C28	284°02'22"

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

TYPICAL CORNER LOT BUILDING SETBACKS

ELKHORN RIDGE SA, LLC
VOL. 16450, PG. 2034
VOL. 16450, PG. 2129
VOL. 16453, PG. 300

ELKHORN RIDGE SA, LLC
4372 N LOOP 1604 W STE 206 SAN ANTONIO, TX 78249

ELKHORN RIDGE SA, LLC
4372 N LOOP 1604 W STE 206 SAN ANTONIO, TX 78249

ELKHORN RIDGE SA, LLC
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ELKHORN RIDGE SA, LLC
4372 N LOOP 1604 W STE 206 SAN ANTONIO, TX 78249

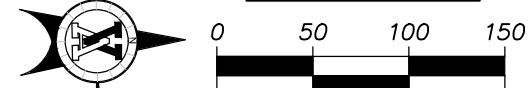
ELKHORN RIDGE SA, LLC
4372 N LOOP 1604 W STE 206 SAN ANTONIO, TX 78249

ELKHORN RIDGE SA, LLC
4372 N LOOP 1604 W STE 206 SAN ANTONIO, TX 78249

FINAL SUBDIVISION PLAT ESTABLISHING ELKHORN RIDGE UNIT 5

BEING 16.29 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, REAL PROPERTY RECORDS, 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.

SCALE: 1"=100'



VICKREY & ASSOCIATES, INC. 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 SAN ANTONIO'S FIRE FLOW REQUIREMENTS FOR THE PROPOSED RESIDENTIAL DEVELOPMENT, THE PUBLIC WATER MAIN SYSTEM HAS BEEN DESIGNED FOR A MINIMUM FIRE FLOW DEMAND OF 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 SAN ANTONIO DIRECTOR OF DEVELOPMENT SERVICES DEPARTMENT AND THE SAN ANTONIO FIRE DEPARTMENT FIRE MARSHAL

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.

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

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

FLOODPLAIN VERIFICATION:
A PORTION OF THE TRACT IS BELOW THE 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP 48091C0089F EFFECTIVE DATE AUGUST 28, 2017. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.

STATE OF TEXAS
COUNTY OF BEXAR

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.

ELKHORN RIDGE DEVELOPMENT SA, LLC.
4372 N LOOP 1604 W, SAN ANTONIO, TX 78249

OWNER: LLOYD A. DENTON, JR., PRESIDENT
ELKHORN RIDGE DEVELOPMENT, LLC
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., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ A.D., 2020.

NOTARY PUBLIC
STATE OF TEXAS

THIS PLAT OF ELKHORN RIDGE UNIT 5 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. 2020

BY _____ MAYOR

BY _____ CITY SECRETARY

TAX CERTIFICATE FILED THIS DATE IN VOLUME _____ PAGE _____ BEXAR COUNTY OFFICIAL RECORDS.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

VICKREY & ASSOCIATES, INC.
BY: PAUL A. SCHROEDER, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

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

VICKREY & ASSOCIATES, INC.
BY: PAUL A. SCHROEDER, P.E. LICENSED PROFESSIONAL ENGINEER

05/04/2020

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

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

SHEET XX OF XX

JOB NO. 1048-018

DATE OF PREPARATION: 05/04/2020

R:\2752-005\Engineering\DWG\2752-shplot-005.dwg



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
May 21, 2020

AGENDA TOPIC: Consideration and possible action approving an Ordinance amending the Fiscal Year 2019-2020 budget reallocating monies for the purchase of an emergency generator for the City Police Station and Emergency Operation Center

DATE: May 21, 2020

DEPARTMENT: Finance

PRESENTED BY: Sarah Buckelew, CPA, Finance Director

INTRODUCTION/BACKGROUND:

The purpose of this agenda item is to bring forward for consideration and possible adoption of an emergency budget amendment for Fiscal Year 19-20. To be discussed in detail in the next agenda item, this emergency budget amendment is being proposed to fund a generator for the Emergency Operations Center (EOC) located in the Public Safety Building.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The Fair Oaks Ranch EOC has been in either standby mode or active for the past several weeks during the COVID-19 disaster declaration. Additionally, the past week, it was utilized temporarily during a tornado watch and inclement weather. As the EOC has a primary purpose of being up and operational during times of disaster, and specifically power loss, a generator is a necessary and critical component of the EOC that needs to be funded immediately.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

\$110,000 was budgeted in FY 2019-20 for the engineering, purchase, and installation of the generator. To date, \$15,860 of that budget has been spent on engineering design, and a bid of \$110,722 + 10% contingency (\$11,072) is being considered. The total projected cost for this project is \$137,654, which is a budget overrun of \$27,654.

Finance is proposing to fund the overrun from the reserves of the equipment replacement fund.

The Equipment Replacement Fund (ERF) was established to program for regular replacements of equipment and capital items, and to also serve as a bank to fund future equipment needs. Now that the ERF is fully funded, the reserves can be utilized for this purpose, and the budget impact will be spread out over the period of the generator's useful life.

Exhibit A shows the specific account transfers necessary to fund the approximate \$28,000 budget overage from the reserves of the ERF.

LEGAL ANALYSIS:

Not applicable.

RECOMMENDATION/PROPOSED MOTION:

Staff recommends the approval of the proposed Budget Amendment Ordinance.

EXHIBIT A

PROPOSED BUDGET AMENDMENTS CITY OF FAIR OAKS RANCH FISCAL YEAR 10/1/2019-9/30/2020

Proposed Increases to Budgeted Expenditures

<u>Dep't</u>	<u>Acct #</u>	<u>Acct Name</u>	<u>Item</u>	<u>Amount</u>
Maintenance	01-640-803	Equipment Purchases	Emergency Generator	\$ 28,000
Total Proposed Expenditure Increases				\$ 28,000

Transfers Required Between Funds

	<u>Acct #</u>	<u>Acct Name</u>	<u>Item</u>	<u>Amount</u>
Equip. Repl. Fund	31-500-123	Transfer to General Fund	Emergency Generator	\$ 28,000
Equip. Repl. Fund	31-500-990	Transfer From Fund Balance	Emergency Generator	\$ (28,000)
General Fund	01-400-984	Transfer from Equip. Repl Fund	Emergency Generator	\$ 28,000
Total Net Transfers between Funds				\$ 28,000

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH AMENDING THE BUDGET OF THE CITY OF FAIR OAKS RANCH, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING

WHEREAS, the budget for the City of Fair Oaks Ranch, Texas for FY 2019- 2020 has heretofore been approved as provided by law and filed with the City Secretary under Ordinance 2019- 13

WHEREAS, per above said Ordinance 2019-13, the City Manager may move amounts within the same fund but budget amendments between funds must be approved by City Council by ordinance; and,

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

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

WHEREAS, the City Council finds the budget amendments as detailed in the attachment are warranted.

WHEREAS, Garry Manitzas, the Mayor of the City of Fair Oaks Ranch previously determined and declared that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19;

WHEREAS, a declaration of local disaster and public health emergency includes the understanding that it is critical for the City's Emergency Operations Center (EOC) to remain open and functional for all City services, particularly during an emergency when power loss occurs;

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

Section 1. The recitals contained in the preamble hereof 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 City Council.

Section 2. That the City Secretary is hereby directed to file this ordinance as an Amendment to the original budget.

Section 3. That the Finance Director is hereby directed to amend the original budget with the amendments listed in the attachment Exhibit A.

Section 4. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein.

Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 7. 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, Texas Government Code, as amended.

Section 8. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

PASSED, ADOPTED, and APPROVED the 21st day of May, 2020 on one reading as an emergency measure pursuant to City Charter Section 3.006 F. 4.

AFFIRMED if necessary on the 4th day of June, 2020.

	FOR	AGAINST	ABSTAIN
Mayor Garry Manitzas			
Mayor Pro Tem Elizondo			
Council Member Havard			
Council Member Hartpence			
Council Member Koerner			
Council Member Patel			
Council Member Maxton			

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
May 21, 2020

AGENDA TOPIC: Consideration and possible action awarding the bid of the emergency generator for the Police Building and Emergency Operation Center and authorizing the City Manager to sign Agreement

DATE: May 21, 2020

DEPARTMENT: Public Works

PRESENTED BY: Ron Emmons, P.E., Director of Public Works

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch has responsibilities during various emergencies. In particular, there is an Emergency Operation Center (EOC) that must be maintained within the Public Safety Building. Typically, emergency events involve weather, and frequently power loss occurs. Without power, the EOC becomes limited in its response. When the Public Safety Building was constructed, the plans accounted for a future generator with a slab near the building. Therefore, a generator is a necessary item for managing the EOC and keeping it functioning.

On April 15, 2020 at 3:00 p.m. bids were opened for the Public Safety Building Generator with the following Bid Tabulations:

COMPANY NAME	Bid
Master Electrical Services, Ltd.	\$ 110,722.00
Consolidated Services of North America	\$ 128,395.66

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The EOC is critical to remain open and functional for all City services, particularly during an emergency when power loss occurs.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$110,000 for this work. The City has already approved Engineering services at \$15,860. Therefore, there is a budget overrun that will be handled through a transfer from the equipment replacement fund, which requires a budget ordinance.

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 accept the bid furnished by Master Electrical Services, Ltd. in the amount of \$ 110,722.00 with a 10% contingency in the amount of \$ 11,072.20 for a value not to exceed \$ 121,794.20 and authorize the City Manager to sign the construction agreement.

CITY OF FAIR OAKS RANCH
CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR 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 Masters Electrical Services, Ltd. ("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 December 31, 2020.

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 Bexar County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bexar 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.

EXECUTED on _____.

CITY:

By:_____

Name: Tobin Maples, AICP

Title: City Manager

ADDRESS FOR NOTICE:

CITY

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

CONTRACTOR:

By:_____

Name: _____

Title:_____

CONTRACTOR

Masters Electrical Services, Ltd.
Attn: Mark Brennan
4239 West IH-10
Seguin, TX 78155

Exhibit “A”

Scope of Services

Barring unforeseen delays due to Covid-19, the completion date of this project is amended to September 30, 2020.

**CITY OF FAIR OAKS RANCH
POLICE STATION GENERATOR
PRICING FORM**

PROPOSAL

PAGE 1 OF 2

Item Number	Description (As Indicated On Plans)	Unit	Total	Unit Price	Total Cost
Electrical					
1	Modify electrical equipment	LS	1	1,800.00	1,800.00
2	Furnish and install panel LC and associated appurtenances	LS	1	3,210.00	3,210.00
3	Furnish and Install 600A ATS and associated appurtenances	LS	1	11,110.00	11,110.00
4	Furnish and install 600A electrical gutter and associated appurtenances	LS	1	1,360.00	1,360.00
5	Furnish and install copper conductors from the ATS to generator and associated appurtenances	LS	1	5,400.00	5,400.00
6	Removal of chain link fencing to install generator on the existing slab, re-install fence after installation	LS	1	1,200.00	1,200.00
7	Supply equipment and operator to off load generator and set on pad	LS	1	1,500.00	1,500.00
8	Furnish and install 150KW Generator and associated appurtenances	LS	1	51,800.00	51,800.00
9	Trenching from ATS to generator and associated appurtenances	LS	1	5,200.00	5,200.00
10	Furnish and install phenolic labels and associated appurtenances	LS	1	200.00	200.00
Plumbing (Propane Tank)					
11	Trenching from generator to propane tank and associated appurtenances	LS	1	6,550.00	6,550.00
12	Install propane tank concrete pad	LS	1	6,000.00	6,000.00
13	Furnish and install propane tank and associated appurtenances	LS	1	8,975.00	8,975.00
Additional Costs					
14	Mobilize to the site / demobilize from the site, including cleanup	LS	1	6,427.00	6,427.00
Total amount of Bid: \$ <u>110,722.00</u>					

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

Exhibit “C”

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2020

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 IBTX Risk Services 10101 Reunion Place Suite 100 San Antonio TX 78216		CONTACT NAME: Rosa Maughan PHONE (A/C, No, Ext): 800-880-6689 E-MAIL ADDRESS: service@ib-tx.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Masters Electrical Services Ltd. 4239 West IH 10 Seguin TX 78155		INSURER A : AMCO Insurance Company	
		INSURER B : ALLIED Property and Casualty Insurance Company	
		INSURER C : Depositors Insurance Company	
		INSURER D : Texas Mutual Insurance Company	
		INSURER E : Columbia Casualty Company	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 692611326

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:			ACPLAO3008758676	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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			ACPBAPC3008758676	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			ACPCAD3008758676	6/30/2019	6/30/2020	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 N	N/A	0002033652	6/30/2019	6/30/2020	☒ 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
E	Contractors Professional Errors & Omissions			6042985009	6/30/2019	6/30/2020	Each Occurrence 1,000,000 Aggregate 1,000,000 SIR 10,000

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

AM Best rating Insurer A: AMCO Ins Co, Insurer B: ALLIED Property and Casualty Ins Co, Insurer C: Depositors Ins Co are all A XV; Insurer D: Texas Mutual Ins Co A XV; Insurer E: Columbia Casualty Company A XV
 The Gen Liab and Auto policies include Blanket Additional Insured Endorsements (CG81120917, CG81110917, CG73231216, AC70060316) and the Gen Liab, Auto, and Work Comp policies include Blanket Waiver of Subrogation Endorsements (CG73231216, AC70060316, WC42304B) that provide these features only when there is a written contract between the Named Insured and the Certificate holder that requires such status. Primary Non-Contributory wording (CG73231216, AC70060316). The Umb is follow-form UMB00020413. Cancellation see attached (IL70020911, WC420601)
 RE: City of Fair Oaks Ranch -Police Station Generator Project

CERTIFICATE HOLDER

CANCELLATION

City of Fair Oaks Ranch 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROADENED ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – ONGOING OPERATIONS – AUTOMATIC
STATUS WHEN REQUIRED BY WRITTEN CONTRACT**

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 insured:

1. Any person or organization to whom you are obligated by "written contract" to provide additional insured coverage under your policy. Such person or organization is an additional insured only with respect to liability for:

- a. "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or those acting on your behalf in the performance of your ongoing operations for the additional insured as specified under the "written contract".

However, when you are required by "written contract" to provide coverage arising out of "your work", then Paragraph **A.1.b.** below applies in place of Paragraph **A.1.a.** above.

- b. "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work", by your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured as specified under the "written contract".
2. The insurance provided to additional insured by this endorsement is limited as follows:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law;
 - b. The insurance afforded to such additional insured will not be broader than that which you are required by the "written contract" to provide for such additional insured; and

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

B. Exclusions

With respect to the insurance afforded to the additional insured, the following exclusions are added:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:

- a. "Your work" on the project for the additional insured at the site of the covered operations where the injury or damage occurred has been completed; or
- b. That portion of "your work" out of which the injury, damage, or offense arises has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
- b. Supervisory, inspection, architectural, or engineering services.

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.

- 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(s) is the amount of insurance:

- 1. Required by the "written contract"; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following definition is added to the **Definitions** section:

"Written contract" means a contract or agreement made on a printed or electronic document, signed by both parties, that requires you to make a person or organization an additional insured on this Coverage Part, provided that the contract or agreement:

- 1. Is currently in effect or becomes effective during the policy period; and
- 2. Was executed prior to the "bodily injury" or "property damage" or the offense that caused the "personal and advertising injury".

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROADENED ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC
STATUS WHEN REQUIRED BY WRITTEN CONTRACT**

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 insured:

1. Any person or organization to whom you are obligated by “written contract” to provide additional insured coverage under your policy. Such person or organization is an additional insured only with respect to liability for:

- a. “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or those acting on your behalf, in the performance of “your work” for the additional insured and included in the “products-completed operations hazard” which was performed for the additional insured as specified under the “written contract”.

However, when you are required by “written contract” to provide coverage arising out of “your work”, then Paragraph **A.1.b** below applies in place of Paragraph **A.1.a** above.

- b. “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “your work”, by your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of “your work” for the additional insured and included in the “products-completed operations hazard” which was performed for the additional insured as specified under the “written contract”.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. The insurance afforded to such additional insured only applies to the

extent permitted by law; and

- b. The insurance afforded to such additional insured will not be broader than that which you are required by the “written contract” to provide for such additional insured.

B. Exclusions

With respect to the insurance afforded to the additional insured, the following exclusion is added:

The insurance provided to the additional insured does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of or failure to render any professional services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
2. Supervisory, inspection, architectural, or engineering services.

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 in the rendering of, or the failure to render, any professional architectural, engineering, or surveying services.

- 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(s) is the amount of insurance:

1. Required by the "written contract"; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following definition is added to the **Definitions** section:

"Written contract" means a contract or agreement made on either a printed or electronic document, signed by both parties, that requires you to make a person or organization an additional insured on this Coverage Part, provided that the contract or agreement:

1. Is currently in effect or becomes effective during the policy period; and
2. Was executed prior to the "bodily injury" or "property damage" or the offense that caused the "personal and advertising injury".

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions**, Exclusion **g. Aircraft, Auto Or Watercraft** Paragraph **(2) (a)** is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion **j. Damage To Property** is amended as follows:

- a. Paragraphs **(3)**, **(5)**, and **(6)** are deleted in their entirety.

- b. Paragraph **(4)** is deleted in its entirety and replaced with:

(4) Personal property in the care, custody, or control of the insured:

- (a) for storage or sale at premises you own, rent or occupy; or

- (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

- (1) Arising out of the disappearance or loss of use of personal property; or

- (2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions**, **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b** and **1.d.** are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for “bodily injury”, “property damage”, or “personal and advertising injury”, caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – 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 performed for that additional insured, whether the work is performed by you or on your behalf.

The 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 survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, 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 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.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds **a. – d.** described above, 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 shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds **a. – d.** described above:

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.

3. Primary and Noncontributory – Other Insurance Conditions

The following is added to the **Other Insurance** Condition and supersedes any provisions 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 your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. Employee Bodily Injury To Another Employee

Under **Section II – Who Is An Insured** The following is added to Paragraph **2.a.(1)**:

Paragraphs **2.a.(1) (a), (b) and (c)** do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. Broad Form Named Insured

Under **Section II – Who Is An Insured** The following is added to Paragraph **2.:**

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. Aggregate Limit Per Location

Under **Section III – Limits Of Insurance** the following is added to Paragraph **2:**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph **2:**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
- \$10,000; or
 - The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- The requirements in **Paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, Condition 6. **Representations** the following paragraph is added:

- Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions**, **8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** Definition 3. "Bodily Injury" is replaced with:

- "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSURED – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**COMMERCIAL AUTO
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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

3. Additional Conditions

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

4. Limit

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

5. Definitions

- a. "Business Income" means the:
 - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
 - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
 - 1.). Begins:
 - (a) 24 hours after the time of loss for Business Income Coverage; or
 - (b) Immediately after the time of loss for Extra Expense Coverage; and
 - 2.). Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.
- b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

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COMMERCIAL UMBRELLA LIABILITY POLICY

Various provisions in this policy restrict coverage. Please read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is covered and not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks are defined in this policy. These definitions are found in the Definitions section or the specific policy provision where they appear.

INSURING AGREEMENTS

A. Coverage A - Excess Follow Form Liability Insurance

1. Under Coverage A, we will pay on behalf of the "insured" that part of "loss" covered by this insurance in excess of the total applicable limits of "underlying insurance", provided the injury or offense takes place during the Policy Period of this policy. The terms and conditions of "underlying insurance" are, with respect to Coverage A, made a part of this policy except with respect to:
 - a. any contrary provision contained in this policy; or
 - b. any provision in this policy for which a similar provision is not contained in "underlying insurance".
2. With respect to the exceptions stated above, the provisions of this policy will apply.
3. The amount we will pay for damages is limited as described in Limits of Insurance.
4. Notwithstanding anything to the contrary contained above, if "underlying insurance" does not cover "loss" for reasons other than exhaustion of an aggregate limit of insurance by payment of claims, then we will not cover such "loss".
5. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

6. If we are prevented by law from paying on behalf of the "insured" for coverage provided under this insurance, then we will indemnify the "insured".
7. With respect to any coverage provided by "underlying insurance" that is on a claims-made basis:
 - a. this insurance does not apply to "injury or damage" which occurred before the Retroactive Date, if any, shown in the "underlying insurance", or which occurs after the policy period; and
 - b. the aggregate limit shall not be reinstated on this insurance except by endorsement thereon.

B. Coverage B - Umbrella Liability Insurance

1. Under Coverage B, we will pay on behalf of the "insured" damages the "insured" becomes legally obligated to pay by reason of liability imposed by law because of "bodily injury", "property damage", or "personal and advertising injury" covered by this insurance which takes place during the Policy Period and is caused by an "occurrence". We will pay such damages in excess of the Retained Limit Aggregate specified in the Declarations or the amount payable by "other insurance", whichever is greater.
2. Damages because of "bodily injury" include damages claimed by any person or organization for care or loss of services resulting at any time from "bodily injury".
3. This coverage applies anywhere.
4. The amount we will pay is limited as described in Limits of Insurance.
5. Coverage B will not apply to any loss, claim or "suit" for which insurance is afforded under "underlying insurance" or would have been afforded except for the exhaustion of the limits of insurance of "underlying insurance".
6. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.
7. If we are prevented by law from paying on behalf of the "insured" for coverage provided under this insurance, then we will indemnify the "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADVANCE NOTICE OF CANCELLATION, NONRENEWAL
OR COVERAGE REDUCTION OR RESTRICTION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

Person(s) or Organization(s)	Address
Per Certificate Holder Info	

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

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

☒ 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 6/30/19 **12:01 a.m.** standard time, forms a part of:

Policy no. 0002033652 of Texas Mutual Insurance Company effective on 6/30/19

Issued to: Masters Electrical Services, Ltd



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: Per list on file

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 6/30/19 : **12:01 a.m.** standard time, forms a part of:

Policy no. 0002033652 of Texas Mutual Insurance Company effective on 6/30/19

Issued to: **Masters Electrical Services, Ltd**

This is not a bill



Authorized representative

NCCI Carrier Code: 29939