



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

April 18, 2019, 6:30 PM
City Hall Council Chambers
7286 Dietz Elkhorn, Fair Oaks Ranch

I. OPEN MEETING

- A. Roll Call – Declaration of a Quorum.
- B. Pledge of Allegiance.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

To address the Council, please sign the Attendance Roster located on the table at the entrance of the Council Chamber. 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. Presentation of Employee of the Quarter Award.
- B. Reading of a Proclamation proclaiming May 5, 2019 as “Lemonade Day”. Pg. 3
- C. Citizens to be heard.

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 March 29, 2019 Special City Council Meeting Minutes. Pg. 4
- B. Approval of April 4, 2019 Regular City Council Meeting Minutes. Pgs. 5-6

IV. DISCUSSION/CONSIDERATION ITEMS

- A. Consideration and possible action approving a Professional Service Agreement with Kimley-Horn and Associates, Inc. for engineering consulting services for an elevated storage tank and authorizing the City Manager to sign the agreement.
Adrian Garcia P.E., Manager of Engineering Services Pgs. 7-41
- B. Discussion and possible action approving the First Reading of an Ordinance adopting the City’s Unified Development Code. Tobin Maples, City Manager Pgs. 42-49
- C. Discussion and possible action approving the First Reading of an Ordinance adopting the City’s Backflow Prevention Program.
Melissa Castro, Environmental Compliance Manager Pgs. 50-58
- D. Consideration and possible action authorizing the City Manager to sign an Online Backflow Management System Service Agreement with Vepo, LLC
Melissa Castro, Environmental Compliance Manager Pgs. 59-65
- E. Discussion and possible action to approve the final plat that establishes Dietz Elkhorn Elementary School (Van Raub). Adrian Garcia, Manager of Engineering Services Pgs. 66-71

- F. Discussion and possible action to approve the preliminary plat that establishes Elkhorn Ridge Unit 3. Adrian Garcia, Manager of Engineering Services Pgs. 72-74

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. 551.071 (Consultation with Attorney) - Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs Edward I. Hill, Robert E. Heckendorn, Craig M. Luitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.
- B. 551.071 (Consultation with Attorney) - to receive legal advice regarding claims made on behalf of a real property owner against the City's operation of the K-3 Trinity Glen Rose Water Well.
- C. 551.071 (Consultation with Attorney) - to receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.

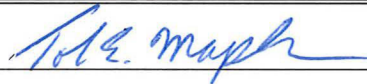
VII. RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

VIII. ADJOURNMENT

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

Signature of Agenda Approval: _____



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. Said Notice was posted by 5:00 PM, April 15, 2019 and remained so posted continuously for at least 72 hours before said meeting was convened.

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

PROCLAMATION

City of Fair Oaks Ranch

WHEREAS, in 2007, Prepared 4 Life, a non-profit organization, launched the “Lemonade Day” program to educate and equip young people with entrepreneurial skills; and

WHEREAS, Lemonade Day is a free, community-wide educational event providing children with the opportunity to learn and apply entrepreneurial thinking and create a foundation for success in the global economy by operating lemonade stands throughout the area; and

WHEREAS, Lemonade Day exists to infuse today’s youth with the spirit of enterprise, teaching the basic business and entrepreneurial skills necessary to become successful, contributing members of their communities; and

WHEREAS, Lemonade Day has a core philosophy of Spend, Save, and Share that is implemented by teaching children how to start, own and operate a business, learn goal-setting, develop a business plan, establish a budget, seek investors, provide customer service and give back to the community; and

WHEREAS, Lemonade Day offers opportunities for families, businesses, schools, youth organizations, faith-based communities, neighborhoods, institutes of higher learning, and government agencies to unite for a common purpose – to train the next generation of entrepreneurs; and

WHEREAS, selected and organized groups of children will be allowed to operate their Lemonade Day businesses in public areas.

NOW THEREFORE, by the power vested in me as Mayor of the City of Fair Oaks Ranch, Texas, I, hereby proclaim May 5, 2019, as “Lemonade Day in Fair Oaks Ranch” and the citizens of Fair Oaks Ranch are encouraged to participate in Lemonade Day activities to contribute to the success of this event.

WITNESS MY HAND AND SEAL THIS 18th DAY OF APRIL, 2019.

Garry Manitzas, Mayor

Christina Picioccio, City Secretary

**CITY OF FAIR OAKS RANCH
CITY COUNCIL SPECIAL MEETING MINUTES
March 29, 2019
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 Havard
Council Members: Elizondo, Hartpence, Koerner, Maxton, and Patel

With a quorum present, Mayor Manitzas called the meeting to order at 9:03 AM.

II. CITIZENS TO BE HEARD

A. There were no citizens to be heard.

III. CONVENE INTO EXECUTIVE SESSION

The City Council convened into closed session regarding:

- A. 551.071 (Consultation with Attorney) - to receive legal advice from Special Counsel and the City Attorney regarding claims made on behalf of a real property owner against the City's operation of the K-3 Trinity Glen Rose Water Well.
- B. 551.071 (Consultation with Attorney) – to receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.

Council Member Patel exited the meeting at 10:05 AM.

IV. RECONVENE INTO OPEN SESSION

Mayor Manitzas reconvened into open session at 10:38 AM.

The following action was taken:

Motion: Made by Council Member Elizondo, seconded by Council Member Koerner to authorize the City Manager to work with the City Attorney and Special Counsel to find resolution to the ground water rights as discussed in closed session.

Vote: 6-0; Motion Passed

V. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 10:39 AM.

ATTEST:

Garry Manitzas, Mayor

Christina Picioccio, City Secretary

**CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES
April 4, 2019
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015**

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum

Present: Mayor Manitzas, Mayor Pro Tem Havard

Council Members: Elizondo, Hartpence, Koerner, Maxton, and Patel

With a quorum present, the Mayor called the City Council meeting to order at 9:30 AM.

B. The Pledge of Allegiance was led by Police Chief Rubin.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. Mayor Manitzas presented a 5 year service award to Police Investigator Evan G. Downey and Maintenance Supervisor Mike Davis.

B. The presentation of Employee of the Quarter Award was postponed until April 18, 2019.

III. CONSENT AGENDA

A. Approval of March 21, 2019 Regular City Council Meeting Minutes.

B. Approval of the Second Reading of an Ordinance extending the agreement with Acadian Ambulance Service of Texas for EMS services and authorizing the City Manager to sign the agreement.

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

IV. DISCUSSION/CONSIDERATION ITEMS

A. Discussion and possible action on the City of Fair Oaks Ranch Zoning Board of Adjustment appointments.

Assistant City Manager, Carole Vanzant led a discussion on the course of action council wishes to take to appoint members of the Zoning Board of Adjustment. Council directed staff to coordinate a special late afternoon/evening meeting for April 22nd or 23rd based on availability. City Attorney confirmed as members are officers of the city, interviews can be held in Executive Session if desired by Council..

B. Discussion and possible action on the City Council's Strategic Plan.

City Manager Tobin Maples began the discussion reviewing the history of the development of a new strategic plan and requested that council affirm that they agree that the correct “pillars and critical mile markers” are identified. Finance Director, Sarah Buckelew reviewed the development of the pillars and mile markers and how they will influence the budget process. Discussion centered on determining prioritization of projects and risks associated with deferred items.

V. REPORTS FROM STAFF / COMMITTEES / COUNCIL

None

VI. CONVENE INTO EXECUTIVE SESSION

City Council did not convene into closed session regarding:

- A. 551.071 (Consultation with Attorney) - Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs Edward I. Hill, Robert E. Heckendorn, Craig M. Luitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.
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VII. RECONVENE INTO OPEN SESSION

Not applicable.

VIII. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 10:28 AM.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 18, 2019

AGENDA TOPIC: Consideration and possible action approving a Professional Service Agreement with Kimley-Horn and Associates, Inc. for engineering consulting services for an elevated storage tank and authorizing the City Manager to sign the agreement.

DATE: April 18, 2019

DEPARTMENT: Public Works

PRESENTED BY: Adrian M. Garcia, P.E, Manager of Engineering Services

INTRODUCTION/BACKGROUND:

On February 7, 2019 Ron Emmons P.E., the City's Public Works Director presented the following topics, contained in the outline below, to the City Council:

- The City owns and operates a water utility (potable water system)
- Regulatory Compliance
 - The City's utility is subject to state law (TCEQ)
 - TCEQ requirements for elevated tanks based on number of existing connections to the utility, fire pressure, etc.
- The City has been planning for an elevated tank.
 - Impact fees, water agreements, etc.
- Ongoing process
 - The City understands the need for community engagement
 - The City will hire an engineering consultant/team to
 - Lead a location/site analysis, inclusive of community outreach and input
 - Design the elevated tank and applicable infrastructure
 - Prepare construction plans and bid documents
 - Keep the community updated throughout the process
 - Build and dedicate the elevated tank
 - The City will own and operate the elevated tank

In November 2018, the City released a Request for Qualifications (RFQ) for engineering services on the City's Elevated Storage Tank project. In January 2019, the City received 7 (seven) statements of qualifications (SOQs) from 7 (seven) engineering consulting firms in the area. City staff assembled a consultant selection committee to review each firm's submittal and apply scoring, per the RFQ guidelines. After comparing scoring results and performing reference checks, City staff confirmed Kimley-Horn and Associates, Inc. to be the most qualified firm to perform the engineering consulting work on this project. The Public Works Department immediately commenced scoping discussions with Kimley-Horn and Associates to finalize a scope and fee for this project. In March 2019, the final scope and fee was received.

The Public Works Department recommends approval of the Professional Service Agreement with Kimley-Horn and Associates, Inc. for engineering consulting services for an elevated storage tank.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Public health and Regulatory Compliance

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The final fee from Kimley-Horn and Associates, Inc. is for a lump sum of \$356,905 paid upon completion of tasks. Additional supplemental services totaling \$90,000 have been included in the scope, if applicable to the project. Tasks 9.1-9.7 outline the additional services that may be needed on the project with most depending on the results of the location/site analysis. In fiscal year 2018-2019, the City budgeted \$247,000, for Engineering Design services for this project (Account #22-503-200). A breakdown of the project budget and impact on enterprise budget can be seen below:

- FY 18-19: \$247,000 Budgeted for Engineering Design services for Elevated Storage Tank
- FY 19-20 (Estimated): Remaining budget from FY 18-19 + Additional \$146,000 to complete Engineering Design services
- FY 20-21 (Estimated): \$2,470,000 for construction of elevated storage tank. Engineer's opinion of probable costs will be completed in the 30% design phase to better estimate the cost of construction.

The City has designated the elevated storage tank as an "impact fee eligible project" and has collected impact fees to support the funding of the project. Additionally, the City has entered into development agreements which have included "contribution in aid" clauses to further assist with the funding of the project.

LEGAL ANALYSIS:

The included Standard Professional Service Agreement was provided by the City's legal counsel which includes the Scope and Fee as an attachment to the agreement.

The previously mentioned procurement processes demonstrates compliance with section 2254.004 of the Texas Government Code titled, Contract for Professional Services of Architect, Engineer, or Surveyor, which states:

- (a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:
- (1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
 - (2) then attempt to negotiate with that provider a contract at a fair and reasonable price.

RECOMMENDATION/PROPOSED MOTION:

I recommend approval of the a Professional Service Agreement with Kimley-Horn and Associates, Inc. for engineering consulting services for an elevated storage tank and authorize the City Manager to sign the agreement.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and Kimley-Horn and Associates, Inc. ("Professional").

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

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

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

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

Section 3. Compensation.

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

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

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit "B". If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

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

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

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

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

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

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

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

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

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

by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

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

Section 7. Miscellaneous Provisions.

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

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC

PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

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

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

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

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any

such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

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

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this

Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

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

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bexar County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bexar County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this

Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

Section 25. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

Section 26. Multiyear contract. "The Parties acknowledge and agree that Article 11, Sections 5 and 7 of the Texas Constitution prohibits municipalities from incurring debt beyond its current budget year without first providing for a 2% percent sinking fund. As this Agreement provides for payment of \$247,000 in the City's fiscal year ending on September 30, 2019 (FY 18-19) the Parties hereby agree that: **notwithstanding any**

provision of this Agreement to the contrary the City's obligation to make payment on this Agreement shall terminate on September 30, 2019, unless City Council, on or before such date, provides in the City's FY 19-20 budget for the continuation of funding of this Agreement. Should City Council fail to provide such funding for FY 19-20, the City shall have no further financial obligation under this agreement after September 30, 2019, and the Professional shall have no further obligation under this Agreement save and except its obligation to complete all work for which payment was made by City in FY 18-19. It is City Council's intent to use its best efforts to obtain and appropriate funds for the FY 19-20 payment.

EXECUTED, by the City on this the _____ day of _____, 20____.

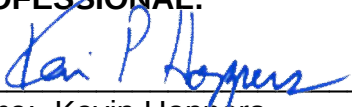
CITY:

By: _____

Name: Tobin Maples

Title: City Manager

PROFESSIONAL:

By:  _____

Name: Kevin Hoppers

Title: Vice President

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

with a copy to:

City Attorney
City of Fair Oaks Ranch, Texas
Attn: Charles E. Zech
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit "A & B"

Scope of Services and Compensation

EXHIBIT A and B

CITY OF FAIR OAKS RANCH ELEVATED STORAGE TANK SCOPE OF SERVICES

Project Understanding

The Professional (or Consultant) understands that the City of Fair Oaks Ranch (the City) wishes to construct a new 0.5 million gallon (MG) elevated water storage tank (the Project) and has identified 3 potential tank sites to be evaluated, 2 of which are outside the City limits and located within the ETJ. The water storage tank project shall also include on-site piping as well as a tie-in to an existing offsite 12-inch water main, grading, site drainage, electrical system, SCADA controls, fencing, and site roadway.

Scope of Services

The Consultant will in accordance with the terms and conditions of the Contract provide project management, plans, specifications, bid phase services, and construction phase services for the project.

Task 1 – Project Management

1.1 - Project Schedule

Consultant will prepare and submit project schedule in Microsoft Project, for review and approval by City. The schedule will reflect the agreements made during the scoping meeting and subsequent negotiations. An updated project schedule will be maintained and submitted with each invoice to reflect City approved changes/delays in the project.

Deliverable – One (1) Microsoft Project Schedule in PDF.

1.2 - Sub-Consultant Management

Consultant will manage, coordinate, and be responsible for all efforts of its sub-consultants participating in the project. This includes, but is not limited to, distribution and coordination of work among the sub-consultants, review and payment of monthly progress and billing, quality assurance and control of the work and submittals by the sub-consultants.

1.3 - Quality Assurance and Control Reviews

Consultant will manage and be responsible for the quality of all its deliverables, which includes following an established QA/QC program comprised of high-level staff. The program will include reviews at each milestone along with discipline coordination, constructability reviews, and interim reviews by project staff.

Task 2 – City Council / Public Outreach

Consultant will engage in coordination with the City Council as well as citizens throughout the design and construction phases of the Project.

The following is the anticipated sequence for Section 2.1 and 2.2:

- At the beginning of the 30% Design Phase, Consultant will host initial workshop to introduce project to the public and provide anticipated site locations, design criteria, and describe site selection process.
- After initial workshop, consultant will attend a City Council meeting to discuss the initial public input received from workshop.
- Once 30% due diligence is completed, Consultant will host a second public workshop to present findings and offer another opportunity to re-engage the public for final input.
- Consultant will then attend a second City Council meeting to present 30% tank site and style analysis. Draft 30% Technical Memorandum (TM) will be submitted at this time.
- After public and council input, Consultant will host 30% design workshop with City Staff to discuss the draft TM and compile any other comments prior to finalizing.
- Once comments are addressed and final TM is submitted to the City, consultant will attend a third City Council briefing for final site recommendation and approval.
- Consultant will attend City Council meeting during 60% Design Phase to provide progress of tank design and stakeholder input.
- At the beginning of the Construction Phase, Consultant will host a final public workshop prior to contractor mobilizing to inform the public of construction schedule, sequencing, and potential impacts.

The Consultant will perform the following professional services:

2.1 – City Council Briefings

The Consultant will prepare briefing materials for City Staff review and participate in City Council briefings. The consultant will prepare discussion topics for City Council focused upon areas of diverse opinion from the workshops in a manner that allows City Council to discuss issues and provide policy direction for City Staff and the Consultant.

The following meetings are included in this Scope of Services:

- 30% Design Phase
 - o One (1) briefing to discuss input received from community workshop, including a presentation prepared by the Consultant
 - o One (1) briefing to discuss results of 30% tank site and style analyses, including a presentation prepared by the Consultant.
 - o One (1) briefing in a support role to City Staff and approval of final tank site selection
- 60% Design Phase
 - o One (1) briefing to discuss progress on the design of the tank, including a presentation prepared by the Consultant
- Bid Phase
 - o One (1) briefing in a support role to City Staff to discuss bid results and construction contract award/approval.

Deliverable

- *PowerPoint presentation (when required)*

2.2 – Community Workshops

Community workshops provide the opportunity for sharing information about the elevated storage tank project with a large group of individuals. They give those individuals a way to become educated on the projects opportunities and constraints, provide comments and share concerns. Importantly, workshops also allow for dialogue among participants. This increases community members' understanding of the various interests affected by the elevated storage tank and helps to build a process consensus about the best location for the facility.

The following workshops/meetings are included in this Scope of Services:

- 30% Design Phase
 - o One (1) workshop (Open House Format) will be held during the initial input process. Any interested individuals and organizations will be invited to participate and provide their feedback for consideration during site assessment. Consultant will provide anticipated site locations, design criteria, and site selection process.
 - o One (1) debrief meeting with City Staff will follow the initial workshop to discuss input received and prepare for City Council briefing.
 - o One (1) workshop (Open House Format) will be held after due diligence has been performed related to the various sites under consideration and will offer participants the opportunity to review and understand opportunities and constraints related to each site under consideration, and provide feedback related to their individual preferences related to the project.
 - o One (1) debrief meeting with City Staff will follow the initial workshop to discuss input received and prepare for City Council briefing.
- Construction Phase
 - o One (1) workshop (Open House Format) will be held prior to the contractor mobilizing to begin construction to inform the community of items such as construction schedule and sequence and potential impacts to the public during construction.

Deliverable

- *PowerPoint presentation per workshop*
- *Meeting notes per workshop in PDF*
- *Sign-in sheet per workshop*
- *Up to six (6) hard copy of tank renderings (24"x36") total*
- *One (1) aerial exhibit of each potential site location (24"x36")*

2.3 – Website Support

The Consultant will prepare content for up to four (4) project updates for inclusion by the City in their project website.

Deliverable

- *One (1) Word document with project status information per update*
- *Basic graphical content, such as tank drawings, photos and schedules, for inclusion in the project website*

TASK 2 – Services/Deliverables provided by City:

- Notices to public of workshops.
- Prepare and update project website.

Task 3 – 30% Design Phase

City will provide the Consultant with written Notice to Proceed (NTP) at which time the work for the 30% Design Phase shall be initiated. The primary purpose of the 30% Design Phase is to gather data and perform site analysis on up to five (5) sites for the 0.5 MG elevated storage tank. Potential sites to be evaluated may include the 3 referenced in the “Project Understanding” as well as 2 other sites.

The Consultant will perform the following professional services for this project phase:

3.1 – Project Kick-Off Meeting

Consultant will conduct a project kick-off meeting with City staff to discuss project schedule, establish lines of communication, and other items related to the project.

Deliverable – Meeting Agenda, Sign-in Sheet, and Meeting notes in PDF.

3.2 – Data Collection / Existing Information / Utility Coordination

Consultant will obtain existing background information, including utility maps and records drawings on existing utilities and infrastructure for the proposed tank site. Consultant will coordinate with the following:

- a. City staff
- b. Federal Aviation Administration (FAA)
- c. Texas Commission on Environmental Quality (TCEQ)
- d. Franchise utilities (gas, phone, electric)
- e. Kendall/Comal County
- f. Guadalupe-Blanco River Authority (GBRA) - (Assumed One (1) Mtg)
- g. Camp Bullis/Camp Stanley - (Assumed One (1) Mtg)
- h. Private Developers – (Assumed Two (2) Mtgs)
- i. Private Property Owners

Deliverable – Meeting Agenda, Sign-in Sheet, and Meeting notes in PDF.

3.3 – Tank Analysis

Consultant will perform tank analysis for multiple sites and three (3) tank styles. Tank will be evaluated based on the following criteria:

- Initial capital and maintenance cost per site and tank style
- Site location and site footprint constraints
- Hydraulic analysis and system improvements
- Stakeholder input (FAA, GBRA, Camp Bullis, Private Developers)
- Additional criteria based on public input (Workshops)
- Pros and Cons of internal tank storage

3.4 - Hydraulic Analysis

City will provide Consultant with the City's water model in Innovyze Info Water software format for Consultant's use. Consultant will review and use model to analyze tank site locations and perform a hydraulic analysis for integration of new elevated storage tank in City of Fair Oaks Ranch water distribution system as well as analyzing impact to City's existing infrastructure such as pipes, pumps, and control valves. Hydraulic analysis will include evaluation of tank's overflow elevation and evaluate the pros and cons of a higher tank overflow elevation with pressure regulating valve(s) or lower tank overflow elevation with future booster station to serve higher-elevation areas within the pressure plane. Consultant will provide system improvement recommendations to the City.

3.5 – Technical Memorandum

Consultant will develop a technical memorandum (TM) that summarizes site analysis, tank style analysis, public outreach, hydraulic analysis, and findings during the 30% design phase. This TM will recommend final site and tank style selection to City for final approval.

Deliverable

- *Four (4) copies of Draft Technical Memorandum.*
 - i. 30% Design Phase Schematic Site Plan for up to five (5) tank sites. (11"x17")*
 - ii. 30% Tank Elevation Drawing up to two (2) tank styles. (11"x17")*
- *Four (4) copies of final Technical Memorandum.*
 - i. 30% Design Phase Schematic Site Plan for up to five (5) tank sites. (11"x17")*
 - ii. 30% Tank Elevation Drawing up to two (2) tank styles. (11"x17")*
- *Four (4) copies of preliminary Opinion of Probable Construction Cost (OPCC) per site and tank style evaluated*
- *Updated water model in Innovyze Info Water software format*
- *One (1) hard copy of tank rendering (24"x36")*

3.6 – 30% Design Workshop

Consultant will conduct a 30% design review workshop for the City staff following the completion of the City's review of the 30% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments. Workshop will be followed by City Council briefing as identified in Task 2.1 for approval of recommended tank style and site location prior to initiating the 60% Design Phase.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.

Prepare written response to comments based on City's comments to 30% Design and submit to City in electronic format. Comments will be incorporated into the 60% Design Documents.

TASK 3 – Services/Deliverables provided by City:

- City will acquire ROE(s) and perform coordination needed to facilitate access to Consultant for site visits and surveying, to the extent required by master scope/contract with the City as well as facilitate access that may be needed by other team members for such activities as geotechnical drilling/data collection, or project reconnaissance.
- A copy of the most recent master plan, and any other report or analysis associated with the proposed elevated tank.
- Copies of the most recent water system maps in the area of the proposed elevated tank sites.

- Provide data for the hydraulic analysis to establish required settings.
- Copies of record drawings for existing infrastructure.
- Review and comment on the 30% Design Phase submittals.
- Attend the draft review workshop.
- City will provide contact information for Camp Bullis and Camp Stanley.

Task 4 - 60% Design Phase

The Consultant will perform the following professional services for this project phase, once 30% Design Phase has been approved by the City:

4.1 – 60% Project Kick-Off Meeting

Consultant will conduct a project kick-off meeting with City Staff to discuss field work, tank civil/mechanical design considerations, and electrical design considerations.

4.2 - Survey

The Consultant will perform a horizontal and vertical survey of the proposed elevated storage tank site as well as for the tie-in of the proposed access driveway and water line to the existing roadway and water main. Survey will identify property lines, right-of-way lines, contours, benchmarks, geotechnical bores, subsurface utility exploration, topographic features, apparent locations of existing utilities marked on the surface by DIGTESS, and appurtenances such as manholes, manhole inverts, sanitary sewer cleanouts, valve lid elevations, vaults, top of nut elevations, fences, drainage structures, existing easements, etc.

Perform a tree inventory, in accordance with City of Fair Oaks ordinance (Article III, Section 6).

Establish horizontal and vertical control points at the proposed tank site and off-site waterline, if applicable. For the purposes of this scope, the access driveway and water line tie-ins are assumed to be immediately adjacent to the selected tank site. Should an access road and water line extension be required, the survey and design services will be covered under Task 9.1.

4.2.1 – Easement Documents

Consultant shall provide up to two (2) permanent/temporary easements documents (field notes and exhibits) for the properties affected by this project. City will prepare the agreement and handle the acquisition process. Consultant shall research property ownership of the affected parcel and ad joiners, and obtain copies of deeds, subdivision plats, right-of-way (ROW) maps, easements, and ownership addresses for tank site and waterline route, if applicable.

Consultant shall provide three (3) copies of final signed and sealed easement documents with closure report for each permanent and temporary easement, to City. In addition, one (1) copy will be provided in Adobe Acrobat PDF format.

4.3 - Geotechnical Investigation

Consultant will perform geotechnical analysis of the proposed tank site and waterline utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations

regarding foundation design parameters at the proposed tank site. The geotechnical analysis will include the following:

- Subsurface exploration including up to four (4) sample bores at varied depths at the proposed tank site.
- Laboratory tests for classification purposes and strength characteristics.
- Engineering services that address soil and groundwater conditions as well as recommendations for foundations, floor slab and earthwork.

Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to Contractors during the bidding process for informational purposes only.

Deliverable – One (1) Geotechnical Report in PDF

4.4 – Subsurface Utility Exploration (SUE)

Consultant will provide Quality Service Level A subsurface utility exploration (SUE) services to identify the location and depth of existing utilities.

- Maximum of five (5) locations are included in this scope at an average depth of 0-15 feet. Three (3) of the five (5) locations to include cost for traffic control and associated City permitting.

Consultant shall provide City with a SUE pothole plan for review, approval, and coordination by City prior to actual SUE work. The plan is to show approximate location of existing utilities and proposed locations of potholes for utility identification. Changes to the plan shall be documented and re-submitted to City for approval and record purposes. This service does not include City Police Officer or expedited permitting fees.

4.5 – Civil/Mechanical Design Services

Consultant will perform civil and mechanical engineering services for the proposed water tank. The civil/mechanical design will include the following:

- Chlorine residual monitoring
- Control valve
- Site Plan
- Tank Schematics
- Cathodic Protection
- Yard piping and tie-in to existing water system
- Vault/Enclosure for control valve
- General site grading and drainage
- Provisions for future disinfection facilities and considerations for future GBRA interconnection

4.6 – Electrical Engineering Services

Consultant will perform electrical engineering services for the proposed water tank. The electrical design will include the following:

- General electrical design
- Design of obstruction lighting in accordance with FAA requirements
- Site lighting at the base of the elevated storage tank
- Design and specification of SCADA equipment that will interface with the existing SCADA system
- Chlorine Residual Monitoring
- Motorized Control Valves
- Security cameras.
- Key pad and gate opener
- Emergency power requirements (assumed that no generator will be required)
- Pressure and level transmitters
- Provisions for antenna space leasing
- Provisions for future disinfection facilities

4.7 - 60% Construction Drawings

Consultant will prepare engineering plans in half-size (11" x 17") format. The Consultant will provide the following information on the 60% plan sheets:

1) Information Sheets

- Cover
- Sheet Index
- General Notes
- Project Control Plans

2) Civil Sheets (Elevated Storage Tank and Waterline)

- Site Plan
- Yard Piping (Plan View Only)
- Project Layout (Waterline Only)
- Plan View Sheets
- Elevations
- Sections
- Drainage Plan
- Grading
- Landscaping
- Tank Details
 - Elevation view (including tank operational range)
 - Plan view (tank roof and pedestal)
 - Control valve detail
 - Overflow detail
 - Vent detail
 - Other misc. tank details as needed
- Waterline Details
- Control Valve Details
- Erosion Control Plans and Details

3) Electrical Sheets (Elevated Storage Tank)

- Site plan
- Electrical one line
- Miscellaneous controls
- SCADA sheets
- Instrumentation
- Security
- Details
- Grounding
- Cable and conduit schedule
- Lighting
- Legend
- Panel layouts and schedule

Deliverable – Four (4) sets of 60% Construction Drawings and one (1) electronic copy in PDF.

4.8 - 60 % Specifications

Consultant will include technical specifications for materials and installation of proposed facilities only. No Contract Documents will be provided at the 60% stage.

Deliverable – Four (4) sets of 60% Specifications and one (1) electronic copy in PDF.

4.9 – 60% Opinion of Probable Construction Cost

Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 60% design plans and specifications.

Deliverable – Four (4) sets of 60% OPCC and one (1) electronic copy in PDF.

4.10 – 60% Design Workshop

Consultant will conduct a 60% Design review workshop for the City staff following the completion of the City's review of the 60% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments prior to initiating 90% Design.

Prepare written response to comments base on City's comments to 60% Design and submit to City in electronic format. Comments will be incorporated into the 90% Design Documents.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.

4.11 – 60% Utility & Stakeholder Coordination Meetings

Consultant will prepare for and conduct coordination meetings upon completion of the 60% Design Workshop. These coordination meetings will include all applicable utility companies and other affected agencies, such as

- a. City Staff – (Assume Two (2) Mtgs)
- b. Federal Aviation Administration (FAA)
- c. Texas Commission on Environmental Quality (TCEQ)

- d. Franchise utilities (gas, phone, electric)
- e. Kendall/Comal County
- f. Guadalupe-Blanco River Authority (GBRA) - (Assumed One (1) Mtg)
- g. Camp Bullis/Camp Stanley - (Assumed One (1) Mtg)
- h. Private Developers – (Assumed One (1) Mtg)
- i. Private Property Owners

In addition, to the formal in-person coordination meeting listed above, this scope item will include informal coordination and meetings required to keep open lines of communication with stakeholders/agencies listed above. This scope item will also include attendance of one (1) City Council briefing as identified in Task 2.1 to discuss progress on the design of the tank, including a presentation prepared by the Consultant.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting notes in PDF, and Up to two (2) Misc. Exhibit (11"x17")

TASK 4 – Services/Deliverables provided by City:

- Review and comment on the 60% submittal.
- Attend the 60% design review workshop.
- Review and comment on 60% design review workshop meeting minutes.
- Acquire private property to be used for elevated storage tank, if required.

4.12 – Permit Preparation

Consultant will begin to prepare drawings and documents for permits related to this project. This will include FAA permit and TCEQ permits. Final permit submittal documents will be provided to City at the completion of 100% design.

Task 5 - 90% and 100% Design Phase

The Consultant will perform the following professional services for this project phase, once 60% Design Phase has been approved by City:

5.1 – Easement Acquisition Support

In addition to easement services discussed in the 60% Design Phase, Consultant will provide engineering support for easement acquisition during the 90% Design Phase by researching and responding to landowner and other stakeholder inquiries, meeting with landowner and other stakeholders during the acquisition process, and creating exhibits and documents associated with engineering support of City's acquisition efforts. As part of this effort the Consultant will attend up to one (1) meeting. This effort does not include attendance and testimony at condemnation hearings.

5.2 - 90% Construction Drawings, Specifications, and OPCC

Consultant will prepare engineering plans in half-size (11" x 17") format. Consultant will also include technical specifications for materials and installation of proposed facilities only. No Contract Documents will be provided at the 90% stage. Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 90% design plans and specifications.

Deliverable

- *Four (4) sets of 90% Construction Drawings and one (1) electronic copy in PDF*
- *Four (4) sets of 90% Specifications and one (1) electronic copy in PDF.*
- *Four (4) sets of 90% OPCC and one (1) electronic copy in PDF.*

5.3 – 90% Design Workshop

Consultant will conduct a 90% Design review workshop for the City staff following the completion of the City's review of the 90% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments prior to initiating 100% Design.

Prepare written response to comments based on City's comments to 90% Design and submit to City in electronic format. Comments will be incorporated into the 100% Design Documents.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.

5.4 - 100% Construction Drawings, Specifications, and OPCC

Consultant will prepare engineering plans in half-size (11" x 17") format. Consultant will include technical specifications for materials and installation of proposed facilities as well as front end documents according to Engineers Joint Contract Documents Committee (EJCDC) guidelines. The City will provide input on the EJCDC front end documents, including the use of Supplementary Conditions or any other requested modifications. The City may elect to select a contractor based on "lowest responsible bidder" or "best value bid", and the front end documents prepared by the Consultant will reflect the preferred approach. Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 100% design plans and specifications.

Deliverable

- *Four (4) sets of 100% Construction Drawings and one (1) electronic copy in PDF*
- *Four (4) sets of 100% Specifications and one (1) electronic copy in PDF.*
- *Four (4) sets of 100% OPCC and one (1) electronic copy in PDF.*

TASK 5 – Services/Deliverables provided by City:

- Review and comment on the 90% submittal.
- Attend the 90% design review workshop.
- Review and comment on the 90% design review workshop meeting minutes.
- Provide input on the EJCDC front end documents.

Task 6 – Bid Phase

The Consultant will perform the following professional services for this project phase:

6.1 - Bid Ready Documents

Upon written notification from City, Consultant will proceed with providing Contract Documents (bid sets) for bidding. The Contract documents will be submitted electronically to the City.

Consultant will provide one (1) copies on CD of plans, specifications and Contract Documents in Adobe Acrobat PDF format for project advertisement. Four (4) hardcopy bidding documents will be provided and any additional sets of hardcopy bidding documents shall be printed, only upon City's authorization, as Additional Services.

6.2 – Pre-bid conference

Consultant will attend the Pre-bid Conference to present the project to prospective bidders and respond to questions. Consultant will submit a draft agenda for City's review at least one (1) working day prior to conference and distribute the approved agenda and a sign-in sheet at the conference. Consultant will prepare meeting minutes within three (3) working day following the conference and provide a draft to the City PM for review. After incorporating all of City's comments, Consultant will submit the final minutes electronically.

6.3 – Responses to Questions

Consultant will provide written interpretation of the intent of plans and specification (Contract Documents) to City for distribution to potential bidders. Consultant will prepare a log of all bidders' questions and provide response. Any changed to the contract documents resulting from bidders' questions will be addressed formally through an addendum.

6.4 – Prepare Addenda

Consultant will prepare addenda required to clarify, correct or change the bid documents. Consultant will also revise the OPCC, if necessary. Addenda will be provided in Adobe.pdf format and sealed by responsible engineer(s). Addenda will be issued to bidder through the City.

6.5 – Evaluation of Bids

City will provide consultant with the bid tabulation and the bid packets. Consultant will review the bid packet(s), verify the accuracy of the bid tabulation, determine if the apparent low bidder is the lowest responsible bidder, and prepare a letter of recommendation of award. At a minimum, the bid packet review will examine previous project history (contact client references), proposed superintendents' work history, financial viability (financial strength, payment performance, credit worthiness, etc.), and OHSA safety records. Consultant will also assess the bid for balance. Consultant will consult with City as to the acceptability of major subcontractors, suppliers, and other entities included in the bid packet.

6.6 – Conformed Documents

Per the addenda issued, Consultant will update the Contract. Consultant will provide three (3) hard copy sets of half-size (11"x17") plans and three (3) hard copy sets of specifications. One (1) CD containing the plans and specifications for the project in PDF format. Conformed sets will be sealed and signed by a professional engineer in the state of Texas.

6.7 – Bid Phase Deliverables

In summary, Consultant will provide the following deliverables to City as part of the bid phase services:

- Contract documents (bid sets) and final OPCC
- Pre-bid meeting agenda and meeting minutes
- Addenda
- Written response to question from bidders

- Letter of recommendation of award
- Conformed drawings and specifications (hard copies and one PDF)

Task 7 – Construction Phase Services

The Consultant will perform the following professional services for this project phase:

7.1 – Pre-Construction Conference

Consultant will attend a Pre-Construction Conference prior to commencement of construction activity.

7.2 – Visit to Site and Observation of Construction

Consultant will make up to twelve (12) site visits to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

7.3 – Construction Progress Meetings

Consultant shall attend bi-monthly meetings for the first three (3) months of construction followed by monthly construction meetings thereafter for a total of fifteen (15) construction progress meetings. Consultant will prepare agenda and meeting minutes. For the purposes of this Agreement it is anticipated that the construction period will be twelve (12) months.

7.4 – National Associations of Corrosion Engineering (NACE) Certified Inspections

Consultant will provide NACE Certified Resident Inspector to provide necessary certifications for paint system regardless of tank style. Inspector will prepare weekly status reports. Inspector will determine by measurement and observation that the applicator fully complies with specification requirement and that work performed matches the required standard of quality, determine that all essential raw materials are stored correctly and used in batches within the manufacturer's recommended shelf life, maintain records of all work done, the conditions under which it was done, and any other appropriate report items required by the City and perform other duties as request by City through supplemental services. NACE certified Inspection services include the following.

- Abrasive blasting and primer coating the tank interior and exterior (up to 13 visits)
 - o Visit the site each day of abrasive and primer coatings and preparation of primer coating for application of intermediate coating for compliance with project specifications.

- o Reports will be provided once per week for each visit. Reports will include photos.
- Intermediate coating the tank interior and exterior (up to 7 visits)
 - o Visit the site at the beginning of coating application, during coating application, and after intermediate coating application is completed and coating is prepared for finish coating.
 - o Reports will be provided once per week for each visit. Reports will include photos.
- Finish coating the tank interior and exterior (up to 8 visits)
 - o Visit the site during coating application and completion of exterior and interior coating application for compliance with project specifications.
 - o Visit the site to observe contractor performing holiday testing.
 - o Reports will be provided once per week for each visit. Reports will include photos.

7.5 – Pay Estimate Reviews

Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

7.6 – Shop Drawings/Submittal Review

Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents. Consultant will develop special condition in the bid documents for contractor to submit "or equal" substitutions with bid.

7.7 – Requests for Information (RFI)

Consultant (or the appropriate sub-consultant) will respond to all questions and concerns that may arise during construction. Clarifications and interpretations of the Contract Documents will be consistent with the intent of the Contract Documents. Responses will be provided in writing, using City's standard format, if applicable.

7.8 – Requests for Proposals (RFPs) and Change Orders (COs)

Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

7.9 – Substantial and Final Completion Walk-through

Substantial Completion. Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

Task 8 – Record Drawings

8.1 – Record Drawings

Consultant will prepare Contract Record Drawings for the project, based on as-built redlines provided by the contractor.

Deliverable

- *One (1) CD or USB with the following.*
 - o *Record Drawings in PDF*
 - o *AutoCAD Project files (2018)*

Task 9 – Supplemental Services

Supplemental Services shall only be performed by Consultant upon written authorization from City, which may require an amended professional services agreement for approval. All supplemental services funds are subject to reallocation to other tasks depending on actual project needs.

9.1 – Off-Site Engineering Design

This scope is intended to encompass the design associated with items that were not clearly defined at the time of scoping and fee development due to multiple sites that are to be evaluated during the 30% Design Phase. Items in this task may include, but are not limited to, design of adjacent off-site utilities that need to be extended, off-site access road, and off-site drainage. For the purposes of this Scope of Services, it is assumed that this offsite engineering will consist of the design of 6,000 linear feet of offsite water line and access road extension, including the development of plan sheets for this infrastructure.

9.2 – Pedestal Storage

The Consultant will develop plans and specifications for the addition of a storage floor within the pedestal of the proposed elevated storage tank (concrete pedestal only). The storage floor will consist of a concrete floor, access stairs, jib crane, and lighting. Should a finished floor be required (including ceiling, HVAC, and access compliant with the Americans with Disabilities Act), then additional services will be required.

9.3 – Additional City Council / Public Outreach

Consultant will coordinate and prepare for up to three (3) additional community workshops and/or City Council briefings.

Deliverable – Update power point presentation, Meeting Agenda, Sign-in Sheet, Meeting Notes and one (1) exhibit (24"x36") per meeting.

9.4 – Additional SUE Services

At the direction of City Staff, the Consultant may be required to perform additional SUE potholes beyond those scoped for the project, and conduct surveying as required to tie-in potholed features into design documents. This scope will include three (3) additional potholes.

9.5 – Additional Geotechnical Services

At the direction of City Staff, the Consultant may be required to perform additional Geotechnical borings beyond those scoped for the project. This scope will include up to three (3) additional borings at an average depth of 10-feet deep. This scope will assume that Consultant will mobilize one (1) additional time and all necessary traffic control, surveying, and permits will be included.

9.6 – TCEQ Edward Aquifer Contributing Zone Plan

For projects within the Contributing Zone of the Edwards Aquifer, approval of a Contributing Zone Plan ("CZP") is typically required in conjunction with the on-site civil construction plan review. The Consultant will prepare and submit one application package for review of the CZP for the proposed project. The Consultant will submit the application package to the Client for review, address one round of comments, and then submit it to TCEQ for review.

9.7 GBRA Interconnection and Disinfection Facilities

The Consultant will develop plans and specifications for the addition of a chlorine booster system for the interconnection of GBRA to the elevated storage tank. The chlorine booster system will consist of a gas chlorine system with 150-lb cylinders contained within a fiberglass enclosure.

Additional Services

Additional services to be performed if authorized by City, but which are not included in the above-described Scope of Services, are as follows:

- A. Additional sets of bidding documents.
- B. Establish new survey monuments.
- C. Construction staking (contract documents will require the contractor to perform).
- D. Radio path study for SCADA.
- E. Preparation of Construction Contract Change Orders.

- F. Preparation and obtaining Storm Water Pollution Prevention Plan (SWPPP) permit (contract documents will require the contractor to prepare and obtain).
- G. Accompanying City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Consultant will assist City on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for City's compliance efforts.
- H. Assisting City or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- I. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- K. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to City.
- L. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- M. Any additional changes to the Contract Documents necessary to break the project into phases or bidding portions of the project at a later date.
- N. Making significant modifications to the plans and specifications after the 90% submittals have been approved by City
- O. Professional services associated with designing secondary uses of the EST's pedestal such as office or storage space.
- P. Additional meetings beyond those identified in the Scope of Services.
- Q. Texas Department of Licensing and Registration (TDLR) review or permitting fees.
- R. Any services not listed in the Scope of Services.

FEE AND EXPENSES

Basic Services

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Management	\$18,135.00
Task 2 City Council / Public Outreach	\$35,755.00
Task 3 30% Design Phase	\$73,365.00
Task 4 60% Design Phase	\$89,710.00
Task 5 90% and 100% Design Phase	\$42,730.00
Task 6 Bid Phase	\$12,265.00
Task 7 Construction Phase Services (excluding Task 7.4)	\$48,815.00
Task 7.4 NACE Certified Inspections	\$31,635.00
Task 8 Record Drawings	\$4,495.00

Total Lump Sum Fee	\$356,905.00
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Supplemental Services

Kimley-Horn will perform the Supplemental Services in the tasks below on a lump sum fee basis per task. Supplemental Services shall only be performed by Consultant upon written authorization from City, which may require an amended professional services agreement for approval. All permitting, application, and similar project fees will be paid directly by the Client.

Task 9.1	Off-Site Engineering Design	\$28,200.00
Task 9.2	Pedestal Storage	\$6,200.00
Task 9.3	Additional City Council / Public Outreach	\$11,800.00
Task 9.4	Additional SUE Services	\$10,900.00
Task 9.5	Additional Geotechnical Services	\$4,000.00
Task 9.6	TCEQ Edwards Aquifer Contributing Zone Plan	\$13,300.00
Task 9.7	GBRA Interconnection and Disinfection Facilities	\$15,600.00

Exhibit "C"

Evidence of Insurance

Client#: 25320

KIMLHORN

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/26/2019

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola		
	PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No): 866-550-4082	
E-MAIL ADDRESS: Jerry.noyola@greyling.com			
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins. Co.		19445
	INSURER B : Aspen American Insurance Company		43460
	INSURER C : New Hampshire Ins. Co.		23841
	INSURER D : Lloyds of London		085202
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			5268169	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4489663	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			CX005FT19	04/01/2019	04/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	015893685 (AOS) 015893686 (CA)	04/01/2019 04/01/2019	04/01/2020 04/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA1904949	04/01/2019	04/01/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

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

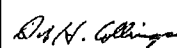
Re: All Projects.

CERTIFICATE HOLDER**CANCELLATION**

City of Fair Oaks Ranch
City Secretary
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015-0000

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

AUTHORIZED REPRESENTATIVE





CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 18, 2019

AGENDA TOPIC: Discussion and possible action regarding the First Reading of an Ordinance adopting the City's Unified Development Code.

DATE: April 18, 2019

DEPARTMENT: Administration

PRESENTED BY: Jeff Barton, Gap Strategies Consultant and Tobin Maples, City Manager

INTRODUCTION/BACKGROUND:

In late 2016, the City engaged a planning team, led by Gap Strategies, to develop a series of planning tools: an update to the 2007 comprehensive plan, a Zoning Ordinance and maps, and an update of the City's subdivision regulations. Later, this charge was amended to create a Unified Development Code (UDC), re-thinking, updating, centralizing and knitting together the City's land use and land development policies – a more complex but ultimately more effective (and user-friendly) tool for the City.

Comprehensive planning and zoning considerations are key elements when it comes to implementing growth management plans. The comprehensive plan is the City's long-range plan intended to manage the growth and physical development of the community over a defined planning horizon, in our case through the projected "build out" of Fair Oaks Ranch over the next one-to-two decades. Zoning and subdivision regulations are the primary entitlement tools utilized to implement the comprehensive plan.

In FY 2017-2018, the City utilized a planning process that included broad and persistent public involvement to develop and adopt interim zoning regulations to protect the public welfare and property values while the full UDC was considered in detail by our citizens, city staff, the Planning and Zoning Commission, and the City Council. The purpose of this agenda item is to consider advancing a recommendation to the City Council regarding the adoption of the City's proposed UDC.

By way of background, a joint public hearing (JPH) regarding the adoption of the UDC was conducted on March 7, 2019. No public testimony was offered at the March 7th JPH. On March 14, 2019, the Planning and Zoning Commission voted to recommend approval of adoption of the UDC.

It is important to note that the Master Drainage Plan, and the Water, Wastewater Reuse Master Plan – developed by engineering consultants in a separate but related process – are attached to the UDC as appendices. Accordingly, the appendices will be adopted with the UDC.

At the March 21, 2019 City Council regular business meeting, the City Council continued consideration of this item to the April 18, 2019 City Council meeting. The continuance was provided in order to allow Council Member Hartpence an opportunity to meet with staff regarding questions about the Water, Wastewater and Reuse Plan. The City Manager had an opportunity to meet with Council Member Hartpence and agreed to ensure the Water, Wastewater and Reuse Plan is updated accordingly as development patterns evolve.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Provides the City with the tools necessary to make informed policy decisions relative to the physical development of the City and the scheduled programming necessary to proactively plan, finance, and maintain reliable and efficient public services.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not applicable

LEGAL ANALYSIS:

The March 7, 2019 joint public hearing demonstrate compliance with the requirements as prescribed in the Local Government Code. The Planning and Zoning Commission recommended approval at their March 14, 2018 Regular Business Meeting.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the First Reading of an ordinance adopting the UDC.

CONSULTANT REPORT

AGENDA BACKUP

On March 7, 2019, the Planning & Zoning Commission and City Council held a joint public hearing to formally present the results of work begun last fall, when the City commissioned the Gap Strategies planning group to work with City staff and the Commission to develop a Unified Development Code (UDC) for Fair Oaks Ranch, updating, revising, and organizing the City's different development rules into one modern, cohesive set of regulations. Broadly speaking, the proposed UDC presented is the culmination of work begun by the City in 2016 and 2017, when the Council, and later a citizen stakeholder group, began work to update the City's comprehensive plan.

Community surveys completed as part of the comprehensive plan indicated a strong desire in the community for new, forward-looking development regulations to protect property values and neighborhood character in Fair Oaks Ranch. As part of the comprehensive plan effort, the City's planning team developed an interim zoning code for the City and draft recommendations for a UDC. The interim zoning ordinance was adopted unanimously by the Commission and the Council in June of 2018. Several months later, the planning team was instructed to complete work on a full UDC, expanding and integrating the City's new zoning regulations.

The regulations in the UDC are based on extensive public involvement during and after the development of the comprehensive plan, including: nearly a year of stakeholder meetings, a public design charrette, multiple town hall meetings and interactive planning events, virtual town halls, web and social-media-based comments, and a community survey. Since the final stage of the process began last fall, the Planning and Zoning Commission has conducted two public workshop sessions on the rules, plus one previous joint meeting with the City Council (on November 8, 2018). The follow-up workshop sessions were December 14, 2018, and January 11, 2019. The planning team has also met several times with City staff and updated progress on the rules on the project website, which is available both independently and through the City's website. A draft of the proposed regulations was posted to the website in advance of this meeting and notice was published in the newspaper.

The goal of this meeting is to further discuss the proposed UDC and to consider a recommendation to adopt the UDC, inclusive of additional instructions to the planning team and staff about any final changes or amendments you would like to see made to the UDC. The Commission may postpone the final recommendation if members feel the UDC is not ready, but to keep to the schedule outlined by City Council and the Planning Commission early in the process, it would be helpful to identify any remaining issues or concerns tonight and to include said modification within your motion establishing a recommendation to City Council. For example, at the March 7, 2019 joint public hearing, P&Z requested the UDC include a requirement that tree preservation plans be proceed through the P&Z prior to City Council consideration. Accordingly, this requirement should be included in your motion.

It is important to note that the Master Drainage Plan, and the Water, Wastewater Reuse Master Plan – developed by engineering consultants in a separate but related process – are attached to the UDC as appendices.

A near-final draft of the UDC was delivered to members of the Planning and Zoning Commission, and City Council members, in early February. Since then, there has been one substantial amendment. Proposed regulations for Commercial Stables have been changed. Stables are now allowed only by Special Use Permit, which would be granted by a discretionary vote of the Planning and Zoning Commission and the City Council, and they are “not allowed” in mixed use and neighborhood commercial districts. This is reflected in the land use tables. In the interim zoning ordinance, stables were not addressed; in the earlier draft of the UDC, they were allowed in most zoning districts with Conditions, meaning they were allowed provided they met certain specific criteria. No vote by the P&Z or Council was required. Now, in addition to being designated “S” (for Special Use Permit), Commercial Stables are defined in the definitions section of the UDC. In a related change, new language affecting Special Use Permits has been added to Chapter 3, Section 3.7, subsection 3.b.ii (page 32), allowing the City to promulgate informal guidelines for certain land uses. At the meeting, the planning team will explain how this language could affect Commercial Stables and other uses, and why the changes are recommended. The latest draft of the UDC posted on the City’s public website includes the latest amendments.

AN ORDINANCE

AN ORDINANCE ADOPTING AN UNIFIED DEVELOPMENT CODE APPLICABLE TO THE SUBDIVISION, SIGNAGE, DEVELOPMENT AND USE OF LAND WITHIN THE REGULATORY JURISDICTION OF THE CITY OF FAIR OAKS RANCH AND PROVIDING FOR CRIMINAL PENALTIES FOR VIOLATION THEREOF

WHEREAS, the City of Fair Oaks Ranch is a home rule municipality; and

WHEREAS, the City of Fair Oaks Ranch has adopted zoning, subdivision and sign regulations, as well as comprehensive plans pursuant to Title 7 of the Texas Local Government Code; and

WHEREAS, City Council deems it effective and efficient to consolidate said regulations in a comprehensive code to be designated the “Unified Development Code;” and

WHEREAS, at a regularly scheduled meeting on November 17, 2016, City Council authorized the engagement of Gap Strategies, planning group as consultants to assist with updating the City’s Comprehensive Plan and the drafting of the Unified Development Code; and

WHEREAS, since the engagement of the consultant group, a number of presentations on the progress of the Unified Development Code before City Council, and the Planning and Zoning Commission have occurred; and

WHEREAS, on March 7, 2019, City Council and the Planning and Zoning Commission conducted a public hearing to receive community comment and testimony on the proposed Unified Development Code; and

WHEREAS, on March 14, 2019, the Planning and Zoning Commission recommended City Council adopt the Unified Development Code; and

WHEREAS, on March 21, 2019, this Ordinance was first read before City Council; and

WHEREAS, on April 4, 2019, this Ordinance was read a second and final time before City Council.

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

Section one. Unified Development Code Adopted. The City of Fair Oaks Ranch Unified Development Code, attached hereto as **Exhibit “A”** and incorporated herein for all purposes is hereby adopted, including all exhibits, appendices and other attachments thereto. The Subdivision Code found in Chapter 10, the Zoning Code found in Chapter 14, and the Sign Code found in Chapter 15 of the Fair Oaks Ranch Code of Ordinances are hereby consolidated into the Unified Development Code and amended to the extent same are revised by the adoption of the Unified Development Code.

Section two. Criminal Penalties. This Ordinance provides Criminal Penalties as stated in Chapter 12 of the Unified Development Code.

Section three. Severability. This Ordinance is severable as stated in Chapter 1 of the Unified Development Code.

Section four. Cumulative. This ordinance shall be cumulative of all provisions of the duly adopted Ordinances of the City of Fair Oaks Ranch, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event this Ordinance shall apply.

Section five. Publication. The City Secretary is hereby authorized and directed to record the Unified Development Code as a subdivision of the Code of Ordinances. Pursuant to Texas Local Government Code Section 53.003 the Publishers of the Code are authorized and directed to designate the Unified Development Code by the title Unified Development Code; and, make notations in Chapter 10 (Subdivision), Chapter 14 (Zoning), and Chapter 15 (Sign) that said regulations are found in the Unified Development Code.

Section six. Effective Date. This ordinance shall be effective upon passage and approval as authorized in the City Charter and after two publications in the official newspaper, as required by Texas Local Government Code Section 52.013, of the caption stated in **Exhibit “B”** hereto.

PASSED AND APPROVED ON FIRST READING: The 18st day of April 2019.

PASSED AND APPROVED ON SECOND AND FINAL READING: This 2nd day of May 2019.

CITY OF FAIR OAKS RANCH, TEXAS

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

EXHIBIT “A”

CITY OF FAIR OAKS RANCH UNIFIED DEVELOPMENT CODE

The Unified Development Code can be found in its entirety on the City’s website page at [www.fairoaksranchtx.org/Our Government/Open Government/Unified Development Code](http://www.fairoaksranchtx.org/Our%20Government/Open%20Government/Unified%20Development%20Code) or by selecting the following link: www.fairoaksranchtx.org/452/Unified-Development-Code.

EXHIBIT "B"
PUBLIC NOTICE FOR PUBLICATION

PUBLIC NOTICE

On May 2, 2019, the City Council of the City of Fair Oaks Ranch, Texas, passed and approved an Ordinance adopting a Unified Development Code. The purpose of the Unified Development Code is to consolidate land development regulations (such as zoning and subdivision regulations) into one comprehensive code. Violation of any provision of the Unified Development Code is subject to criminal penalties of up to \$2000.00, for violation of fire safety, zoning or public health and sanitation regulations; and, up to \$500.00 for all other violations.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 18, 2019

AGENDA TOPIC: Discussion and possible action approving the First Reading of an Ordinance adopting a Cross-Connection Control and Backflow Prevention Program

DATE: April 18, 2019

DEPARTMENT: Public Works

PRESENTED BY: Melissa Castro, Environmental Compliance Manager

INTRODUCTION/BACKGROUND:

Backflow is defined as the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into a public water system. This situation can introduce pollutants and contaminants which can then present a health hazard to the customers that utilize the potable water supply.

The City of Fair Oaks Ranch currently relies on the City Council adopted International Plumbing Code as the primary means of cross-connection control and backflow prevention. In an effort to formalize the City's program, the Public Works Department delivered presentations to City Council on August 2, 2018, October 18, 2018, November 15, 2018, February 21, 2019, and March 21, 2019.

The March 21, 2019 Council Meeting discussion over the proposed ordinance brought the following changes:

- 1) The testing frequency for backflow prevention assemblies which are installed to provide protection against non-health hazards has been changed to biennial (every two (2) years);
- 2) The recordkeeping requirement which stated that customers must maintain all records related to backflow prevention assembly installation, testing, and maintenance for a minimum of three (3) years has been deleted; and
- 3) The right of entry subsection, subsection (m), has been updated to include language regarding administrative search warrants due to prevented access and cases of public health and safety emergencies.

The proposed ordinance adopts a cross-connection control and backflow prevention program that will protect the City's public water system from the possibility of contamination or pollution, and will allow the City to comply with Title 30 of the Texas Administrative Code, Chapter 290, Subchapter D: Rules and Regulations for Public Water Systems which requires that all public water systems maintain a cross-connection control program. Highlights of the proposed program include annual testing of assemblies which are installed to provide protection against health hazards; biennial testing of assemblies which are installed to provide protection against non-health hazards; requirements for City-registered backflow prevention assembly testers; customer service inspections, which allow for the identification and prevention of cross-connections and contaminants; and enforcement options.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The Texas Commission on Environmental Quality requires all public water systems to maintain a cross-connection control program that protects the distribution system delivering drinking water to homes and businesses.

The proposed Cross-Connection Control and Backflow Prevention Program will proactively protect the City's public water system.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

City staff will be capable of delivering this program with the help of a third-party company that will handle the administrative tasks.

LEGAL ANALYSIS:

City's legal team reviewed and approved to form on April 8, 2019.

RECOMMENDATION/PROPOSED MOTION:

I recommend the approval of the First Reading of an Ordinance adopting a Cross-Connection Control and Backflow Prevention Program.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH ESTABLISHING A CROSS-CONNECTON CONTROL AND BACKFLOW PREVENTION PROGRAM FOR THE CITY OF FAIR OAKS RANCH; PROVIDING FOR SEVERABILITY AND REPEAL CLAUSES; PROVIDING FOR A PENALTY NOT EXCEEDING \$2000 PER VIOLATION PER DAY FOR NONCOMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 1, 2019.

WHEREAS, the City of Fair Oaks Ranch (the "City") seeks to protect its public water system from the possibility of contamination or pollution by isolating contaminants or pollutants that could backflow into the public water system;

WHEREAS, the City seeks to provide for the maintenance of a continuing program of cross-connection control and backflow prevention that will systemically and effectively prevent the contamination or pollution of the City's public water system; and

WHEREAS, the City seeks to comply with Title 30 of the Texas Administrative Code, Chapter 290, Subchapter D: Rules and Regulations for Public Water Systems which prohibits public water systems from connecting to an actual or potential contaminant hazard without first protecting the potable water supply.

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

That the City Council hereby adopts a Cross-Connection Control and Backflow Prevention Program for the City of Fair Oaks Ranch, Texas.

(a) Purpose.

- (1) Protect the City's public water system from the possibility of contamination or pollution by isolating contaminants or pollutants that could backflow into the public water system;
- (2) Provide for the maintenance of a continuing program of cross-connection control and backflow prevention which will systematically and effectively prevent the contamination or pollution of the City's public water system; and
- (3) Comply with Title 30 of the Texas Administrative Code, Chapter 290, Subchapter D: Rules and Regulations for Public Water Systems which prohibits public water systems from connecting to an actual or potential contaminant hazard without first protecting the potable water supply.

(b) Definitions.

For the purposes of this program, the following definitions shall apply unless the context of their usage clearly indicates otherwise:

Air gap. The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water to a tank, fixture, receptor, sink, or other assembly and the flood level rim of the receptacle. The vertical, physical separation must be at least twice the diameter of the water supply outlet; in no case less than three (3) inches.

Auxiliary water supply. Any water source or supply other than the City's public water system that may be available to the customer or on the customer's property, including, but not limited to, ground water, surface waters, a water supply from another public water system, or used waters.

Backflow. The undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the public water system.

Backflow prevention assembly or assembly. Any assembly used to prevent backflow into a public water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

City. City of Fair Oaks Ranch, Texas

Contamination. The presence of any foreign substance (organic, inorganic, radiological, or biological) in water which tends to degrade its quality so as to constitute a health hazard.

Cross-connection. A physical connection between a public water system and either another supply of unknown or questionable quality, any source which may contain contaminating or polluting substances, or any source of water treated to a lesser degree in the treatment process.

Customer. Any person, individual, partnership, company, corporation, association, organization or other legal entity receiving water supplied by Fair Oaks Ranch Utilities.

Customer service inspection. An inspection for the purpose of identifying and preventing cross-connections and/or actual or potential contaminant hazards.

Health hazard. An actual or potential threat of contamination to the public water system that would present a threat to the health of the consumer.

Non-health hazard. An actual or potential threat of pollution to the public water system by an aesthetically objectionable but non-toxic substance.

Non-potable water. Water that is not suitable for human consumption.

Pollution. The presence of any foreign substance in water which tends to degrade its quality so as to constitute a non-health hazard or impair the usefulness of the water.

Public water system. A system for the provision of water to the public as defined in Title 30 of the Texas Administrative Code, Chapter 290.

Recognized backflow prevention assembly tester. A person who is licensed by the Texas Commission on Environmental Quality to test backflow prevention assemblies and registered with the City, in accordance with the City's policies and procedures.

Reduced-pressure principle backflow prevention assembly. An assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.

Service connection. The point of delivery up to and including water meters through which the public water system provides water to the customer.

(c) General.

- (1) No water service connection shall be made to any establishment where an actual or potential contaminant hazard exists unless the City's public water system is protected in accordance with the Texas Commission on Environmental Quality Rules and Regulations for Public Water Systems and this Ordinance.
- (2) The Texas Commission on Environmental Quality Rules and Regulations referred to herein shall mean those in effect at the effective date of this Ordinance and any other subsequent approved amendments, or those made effective by any successor regulatory agency of the state.

(d) Designation of program coordinator. The program coordinator shall be designated by the City Manager or his/her designee. It shall be the coordinator's responsibility to implement the provisions of this Ordinance and other appropriate sections pertaining to cross-connection control and backflow prevention. The coordinator is authorized and directed to develop such policies and procedures that are reasonably necessary to provide for the effective and efficient implementation of this Ordinance.

(e) Right-of-way encroachment.

- (1) No person shall install or maintain a backflow prevention assembly upon or within any City right-of-way unless authorized by the City Manager or his/her designee, provided as follows:
 - (A) The City retains the right to approve the location, height, depth of enclosure, and other requisites of the assembly prior to its installation.
 - (B) All applicable permits and inspections required by the City's Building Codes Department shall be obtained.
 - (C) The assembly shall be installed in accordance with the manufacturer's instructions and the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control ("Manual M14"). Any assembly or portion of an assembly that extends above ground shall be located no closer than eighteen (18) inches to the face of the curb or edge of pavement.
 - (D) The City shall not be liable for any damage to a backflow prevention assembly installed in any City right-of-way.
 - (E) A customer shall, at the request of the City and at the customer's expense, relocate a backflow prevention assembly which encroaches upon a City right-of-way when such relocation is necessary for street or utility construction or repairs for purposes of public safety.
 - (F) A person commits an offense if, after receiving a written notice from the City, he or she fails to relocate a backflow prevention assembly located in or upon a City right-of-way.

- (f) Multiple connections. Any property requiring multiple service connections for adequacy of supply and/or fire protection will require installation of a backflow prevention assembly on each of the service lines where a cross-connection hazard exists. The type of assembly will be determined by the existing or potential degree of health hazard and backflow condition.
- (g) Backflow prevention assembly installation, testing, and maintenance.
- (1) All backflow prevention assemblies shall be tested and certified to be operating within specifications upon installation, repair, relocation, or replacement by a recognized backflow prevention assembly tester. Test and maintenance reports shall be submitted, in accordance with the City's policies and procedures, within ten (10) business days of the test.
 - (2) Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least once per year by a recognized backflow prevention assembly tester. Test and maintenance reports shall be submitted, in accordance with the City's policies and procedures, within ten (10) business days of the test.
 - (3) Backflow prevention assemblies which are installed to provide protection against non-health hazards must also be tested and certified to be operating within specifications every two (2) years by a recognized backflow prevention assembly tester. Test and maintenance reports shall be submitted, in accordance with the City's policies and procedures, within ten (10) business days of the test.
 - (4) All backflow prevention assemblies shall be installed and tested in accordance with the manufacturer's instructions, Manual M14, or the University of Southern California's Manual of Cross-Connection Control.
 - (5) The City shall not be liable for any damage to a backflow prevention assembly that occurs during testing.
 - (6) No backflow prevention assembly shall be removed from use, relocated, or other assembly substituted without the approval of the City.
 - (7) All backflow prevention assemblies installed after the effective date of this Ordinance shall be installed in a manner designed to facilitate ease of inspection, testing, and records examination by the City. Any currently installed backflow prevention assemblies, which are located in inaccessible locations or where the tester is subject to physical danger, based on the judgement of the City Manager or his/her designee, shall be relocated at the expense of the customer.
 - (8) Test gauges used for backflow prevention assembly testing shall be calibrated on an annual-basis in accordance with Manual M14, current edition, or the University of Southern California's Manual of Cross-Connection Control, current edition.
 - (9) All backflow prevention assembly testers operating within the City shall be licensed in accordance with all applicable regulations of the Texas Commission on Environmental Quality, and registered with the City. To complete registration, the backflow prevention assembly tester shall provide proof of the following items:

- (A) Texas Commission on Environmental Quality license;
- (B) Calibration of testing equipment; and
- (C) General liability insurance policy in the amount of at least \$300,000.

(10) Revocation of Registration

- (A) A backflow prevention assembly tester's registration may be reviewed and revoked by the City if it is determined that the tester has:
 - i. Falsely, incompletely, or inaccurately reported test and maintenance reports;
 - ii. Used improper testing procedures; or
 - iii. Created a threat to public health or the environment.
- (B) A backflow prevention assembly tester whose registration is revoked under this subsection may appeal the revocation of the permit pursuant to Sec. 13.06.008 (entitled "appeal procedure") of the City Code of Ordinances.

(11) The City will maintain a current list of recognized backflow prevention assembly testers, which will be made available upon request.

- (h) Cost of compliance. The cost of complying with this Ordinance shall be the responsibility of the customer. These costs include but are not limited to purchasing, installation, testing, and repair of the assembly.
- (i) Landscape irrigation systems. All applicable permits and inspections required by the City's Building Codes Department shall be obtained for all landscape irrigation system installations. Installations must comply with the City's current plumbing code and water conservation plan.
- (j) Fire-hydrant protection. A reduced-pressure principle backflow prevention assembly shall be the minimum protection for fire-hydrant water meters that are being used for a temporary water supply during any construction activity or other uses which would pose a potential hazard to the public water system. It is the responsibility of the customer engaging in the use of a fire-hydrant water meter to abide by the conditions of this Ordinance.
- (k) Rainwater harvesting systems. Any customer who has a cross-connection between the City's public water system and a rainwater harvesting system shall install an air gap to prevent non-potable water from entering the public water system. All piping that contains non-potable water shall be clearly labeled ("NON-POTABLE WATER").
- (l) Customer service inspections.
 - (1) A customer service inspection shall be completed prior to Fair Oaks Ranch Utilities providing continuous water service to all new construction, or on any existing service connection when the City has reason to believe that cross-connections and/or actual or potential contaminant hazards exist.

- (2) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:
 - (A) Plumbing inspectors and water-supply-protection specialists that have been licensed by the Texas State Board of Plumbing Examiners; or
 - (B) Customer service inspectors that hold a current license issued by the Texas Commission on Environmental Quality.
- (3) The customer service inspection must certify that:
 - (A) No direct connection between the City's public water system and a potential source of contamination exists. Potential sources of contamination shall be isolated from the public water system by a properly installed air gap or an appropriate backflow prevention assembly;
 - (B) No cross-connection between the public water system and an auxiliary water supply exists. A properly installed air gap shall be maintained between the public water system and an auxiliary water supply; and
 - (C) No connection exists which allows water to be returned to the public water system.
- (m) Right of entry. The City may enter a customer's property, upon written or verbal request, to gain access to a cross-connection, backflow prevention assembly, or piping for the purpose of determining compliance with this Ordinance. The City's right of entry is a condition of a customer's water service. The customer connected to the public water system shall make all necessary arrangements, at his/her own expense, to remove without delay any security barrier or other obstacles that prevent access. If right of entry is denied by a customer or access is unreasonably delayed, an administrative search warrant may be pursued under the conditions of this Ordinance or the law. In the event the City Manager determines an emergency affecting public health and safety, the City may access the customer's property without the necessity of a warrant, or may immediately discontinue water service to the property where such emergency exists.
- (n) Repeal. All ordinances that are in conflict with the provisions of this Ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.
- (o) Severability. The phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.
- (p) Enforcement. If a customer fails to comply with any terms of this Ordinance, the City may, upon due notice to the customer, pursue any or all of the following actions:
 - (1) Based on the judgement of the City Manager or his/her designee, discontinue water service to the property where such violations occur. Services discontinued under such

circumstances shall be restored only upon compliance with this Ordinance; payment of disconnection and reconnection charges, as set forth in Appendix A of the Code of Ordinances; and any other costs incurred by the City in discontinuing service.

- (2) Enforce violations of this Ordinance as Class C misdemeanors. Proof of a culpable mental state is not required for conviction of an offense under this Ordinance. Upon conviction, any person violating this Ordinance is punishable by a fine not exceeding two thousand dollars (\$2,000). Each day that one or more of the provisions in this Ordinance is violated shall constitute a separate offense.
- (3) Enforce this Ordinance by injunction, declaratory relief, or other action at law or in equity.

(q) Effective date. This Ordinance shall take effect October 1, 2019 and after publication as required by law and City Charter.

PASSED and APPROVED on first reading this the 18th day of April, 2019.

PASSED, APPROVED and ADOPTED on second reading this the 16th day of May, 2019.

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

April 18, 2019

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign an Online Backflow Management System Service Agreement with Vepo, LLC

DATE: April 18, 2019

DEPARTMENT: Public Works

PRESENTED BY: Melissa Castro, Environmental Compliance Manager

INTRODUCTION/BACKGROUND:

The Online Backflow Management System of Vepo, LLC is a complete system for the tracking and reporting of backflow prevention assemblies. The program provides the online tools necessary to quickly and easily enter backflow test and maintenance reports.

Benefits to the City include, but are not limited to:

- Three renewal letters are printed and mailed by Vepo personnel;
- Test and maintenance reports are automatically verified for accuracy;
- Data is kept secure and confidential at all times;
- All fees paid by the Backflow Prevention Assembly Tester ("BPAT"), directly to Vepo, LLC;
- BPAT license is verified by Vepo personnel;
- General liability insurance is verified by Vepo personnel;
- Test gauge certifications are verified by Vepo personnel;
- The City can easily search all reports within their CCN jurisdiction; and
- The system allows for multi-user access by City personnel and BPAT personnel.

The system is currently in operation in 30 other public water systems including Buda, Canyon Lake, Midland, Odessa, San Angelo, Conroe, The Woodlands, Southlake, and Georgetown.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The Online Backflow Management System is available to ensure the potable water supply is protected with proper backflow prevention assembly testing.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The Online Backflow Management System is offered to the City of Fair Oaks Ranch at no charge, with all fees paid by the backflow prevention assembly tester, directly to Vepo, LLC.

LEGAL ANALYSIS:

City's legal team reviewed and approved to form the service agreement on May 18, 2018.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign the Online Backflow Management System Service Agreement with Vepo, LLC.

ONLINE BACKFLOW & CSI MANAGEMENT SYSTEM SERVICE AGREEMENT

This Service Agreement (this “Agreement”) is entered into effective as of the latest countersigned date appearing below by and between the City of Fair Oaks Ranch (“the City”), and Vepo, LLC, a Texas limited liability company (“Vepo”). Each of the City and Vepo are a “Party” or “Parties”.

RECITALS

WHEREAS, the City has determined it is in the City’s best interest to engage a professional service provider for the services described herein; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the City and Vepo agree as follows:

I. SERVICES

Section 1.01. Services. Vepo shall provide a secured Internet based system allowing Backflow Prevention Assembly Testers (BPAT) to input Texas Commission on Environmental Quality (TCEQ) approved backflow Test and Maintenance (T&M) Reports, and Customer Service Inspectors (CSI) to enter TCEQ approved Customer Service Inspection Certificates, herein referred to as the "Online Backflow & CSI Management System" and make the information and reports available for review by the City at their discretion.

II. DATA

Section 2.01. Data. Data is defined as the electronic information provided by BPAT and required by the TCEQ for the submittal of backflow T&M Reports and/or CSI Certificates collected by Vepo’s Online Backflow & CSI Management System.

Section 2.02. Ownership. Vepo hereby assigns, without any requirement of further consideration, all right, title, or interest Vepo may have to the Data, including any copyrights or other intellectual property rights to the same. Subject to the provisions of this Agreement, the City hereby grants to Vepo a non-exclusive, non-transferable, right to internally use the Data for the sole purpose of enabling Vepo to develop, test, and support the Online Backflow & CSI Management System.

Section 2.03. Authorized Access to Data. Vepo will maintain a record of those persons in the employment of Vepo who have authorized access to the Data, and shall ensure all authorized persons maintain confidentiality and permissible use of the Data. Third party BPAT and CSI’s will be able to access the Data by account number only.

Section 2.04. Confidentiality and Other Uses of Data. Vepo shall not make use of the Data for any commercial purpose other than as outlined herein or subsequently approved by the City, whether to the benefit of Vepo or a third party.

Section 2.05. Export. Vepo acknowledges that the Data is solely owned by the City and Vepo will arrange for export of the Data to an SQL server, or to an FTP site or Cloud location in either a Microsoft Access database format or comma separated values (CSV) based on an agreed upon schedule.

III. FEES AND TERM

Section 3.01. Fees. Vepo offers the use of the Online Backflow & CSI Management System to the City at no cost to the City and the City shall not be liable to Vepo for any costs or fees. All fees will be paid directly to Vepo by the BPAT and/or the CSI.

Section 3.02. Term. The service shall begin on the countersignature date hereof and shall remain in effect for three (3) years thereafter unless terminated at the discretion of either Party by providing the other Party sixty (60) days' notice or otherwise sooner terminated as provided under this Agreement.

IV. GENERAL CONDITIONS

Section 4.01. Vepo's Duties. Vepo covenants with the City to furnish its best skill and judgment in providing the Services for the City. Vepo agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment to perform the Services in the most expeditious and economical manner. Vepo agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 4.02. Relationship of the City and Vepo. Vepo has been authorized by the City for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Vepo shall meet with the City's reasonable approval, but that the detailed manner and method of performing the Services shall be under the control of Vepo. Vepo's relationship to the City during the term of this Agreement is that of an independent contractor. The relationship between the City and Vepo is not exclusive.

Section 4.03. Insurance and Indemnification. Vepo shall maintain the insurance coverage outlined hereinbelow throughout the term of this Agreement. Certified copies of each policy shall be furnished to the City upon the City's request. Vepo shall not violate or knowingly permit to be violated any condition of the insurance policies. Cancellation or expiration of any of said insurance policies shall not preclude the City from recovery thereunder for any liability arising under this Agreement. The duty to provide insurance coverage is independent of the defense and indemnity obligations set forth in this Section 4.03 of this Agreement. Promptly after signing of this Agreement and thereafter upon the City's request, or the renewal, or the replacement of each required policy of insurance under this Agreement, Vepo shall provide the City with certificates of insurance and required endorsements under this Agreement.

Vepo's commercial general liability policy shall name the City as an additional insured for claims caused in whole or in part by Vepo's acts or omissions during Vepo's Services, and shall specify that it acts as primary insurance and that no insurance effected by the City shall be called upon to cover a loss under the policy so procured or caused to be procured by the City.

Vepo shall obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Commercial General Liability Insurance with limits not less than:
 - a. \$2,000,000 general aggregate limit
 - b. \$1,000,000 each occurrence, combined single limit
- B. Professional Liability Insurance with limits not less than \$1,000,000. This insurance shall have an effective date prior to the beginning of any work under this Agreement, with coverage of an extended reporting period of two years after the completion of any work done by Vepo under this Agreement, in the event that such policy expires, is cancelled, or not renewed during any term of this Agreement.
- C. Workers Compensation. If required by applicable law, Vepo shall maintain workers compensation insurance, in statutory form. The employer's liability insurance shall have limits of not less than \$1,000,000 per accident or occurrence and in the aggregate.

VEPO SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND AFFILIATES ("INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) BROUGHT BY ANY THIRD PARTY, BASED UPON, OR IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VEPO'S AUTHORIZED AGENTS. ANY INDEMNIFIED PARTY SHALL GIVE PROMPT NOTICE TO VEPO OF ANY CLAIM OR OF THE COMMENCEMENT OF ANY PROCEEDING AGAINST THE INDEMNIFIED PARTY BROUGHT BY ANY THIRD PARTY WITH RESPECT TO WHICH SUCH INDEMNIFIED PARTY SEEKS INDEMNIFICATION PURSUANT HERETO. THIS SECTION SHALL NOT AFFECT ANY OTHER REMEDIES EITHER PARTY MAY HAVE UNDER THIS AGREEMENT.

The indemnity and insurance provisions set forth in this Section 4.03 shall survive the expiration or termination of this Agreement for a period of one (1) year.

Section 4.04. Termination. Upon a breach of this Agreement, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. The City and Vepo do not waive any other remedy allowed under Texas law. Vepo shall be entitled to payment for all outstanding amounts owed and for all Services performed during such thirty (30) day post-termination notice period.

Section 4.05. Breach. Subject to the termination provisions of Section 4.04, any failure by a Party to comply with any of its material obligations contained herein shall constitute a material breach and shall entitle the Party not in breach (“Non-Breaching Party”) to give to the Party in breach (“Breaching Party”) written notice specifying the nature of the breach. Such notice shall require the Breaching Party to make good or otherwise cure such breach. If such breach is not cured within 30 days after the receipt of notice (or, if such default cannot be cured within such 30-day period, and the Breaching Party does not commence actions to cure such breach within such period and thereafter diligently continue such actions and cure such breach within 60 days after the receipt of such notice), then the Non-Breaching Party shall be entitled, without prejudice to any of the other rights conferred on it by this Agreement, to terminate this Agreement upon written notice to the Breaching Party.

Section 4.06. Notice. Notice provided for in this Agreement shall be sent by certified mail, return receipt requested, or nationally recognized overnight courier with postage thereon fully prepaid, to the addresses designated for the parties on the last page of this Agreement.

Section 4.07. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 4.08. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of both Parties.

Section 4.09. Force Majeure. In the event either Party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of superior government of the United States or the State of Texas or any civil or military authority (other than a Party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that Party shall give written notice of such act to the other Party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 4.10. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 4.11. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in any of the courts of competent jurisdiction in Bexar County, Texas.

Section 4.12. Waiver. No waiver or waivers of any breach or default by a Party hereto of any term, covenant or condition or liability hereunder of performance by the other Party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 4.13. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the City and Vepo and will not be construed to confer any benefit upon any other third party.

Section 4.14. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 4.15. Authority. The City and Vepo represent and warrant that each have the right and capacity to enter into this Agreement and fully perform all obligations hereunder.

Section 4.16. Entirety of Agreement: This Agreement and any exhibits attached hereto contain the entire understanding between the Parties and supersede any prior understanding or written or oral agreements between them respecting this subject matter. There are no representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement not fully expressed in this Agreement.

Section 4.17 Section Headings. Section Headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

Section 4.18 Signatures. This Agreement may be signed in any number of counterparts, in original or scanned formats, with the same effect as if the signatures thereon were original and upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

The City of Fair Oaks Ranch:

Vepo, LLC:

Printed Name: _____

John S. DeCell

Date Signed: _____

Date Signed: _____

Mailing Address:

Mailing Address:
Vepo, LLC
25740 Century Oaks Blvd.
Hockley, Texas 77447



PLANNING & ZONING CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 18, 2019

AGENDA TOPIC: Discussion and possible action to approve the final plat that establishes Dietz Elkhorn Elementary School (Van Raub)

DATE: April 18, 2019

DEPARTMENT: Public Works

PRESENTED BY: Adrian Garcia, P.E., Manager of Engineering Services

INTRODUCTION/BACKGROUND:

Boerne Independent School District (BISD) completed the construction for Van Raub Elementary School along the south side of Dietz Elkhorn Road just west of Noll Road and the previous city limit. The development is generally located at the south east corner of the Dietz Elkhorn Road and Elkhorn Ridge intersection just west of Noll Road. In October 2016, BISD initiated platting and permitting with Bexar County, as the project was located in the City's extraterritorial jurisdiction (ETJ). This meant that it was necessary to comply with Bexar County's regulations for platting and permitting. In November 2017, this property was annexed into the City of Fair Oaks Ranch. It is the City's opinion BISD has a vested right to finalize this project under Bexar County's jurisdiction. BISD stated their preference to complete platting with the City of Fair Oaks Ranch with the submission of a new plat application. Accordingly, the City agreed to advance an expedited review of the construction plans and plat BISD submitted to Bexar County. The overall project includes improvements that will be dedicated to the public upon inspection and acceptance by the City.

In February 2018 the City received the preliminary plat application that establishes Dietz Elkhorn Elementary School (Van Raub). After review and comments, an updated preliminary plat was submitted on July 25, 2018.

On August 9, 2018, the Planning and Zoning commission voted to recommend approval of the preliminary plat that establishes Dietz Elkhorn Elementary School (Van Raub) with the following amendment to a plat note "Setbacks imposed on this plat are at the discretion of the developer and are subject to enforcement by the City of Fair Oaks Ranch." On August 16, 2018 the preliminary plat advanced to the City Council where it received official approval.

In March 2019, the final administrative items were received along with an update to the plat note specified above. At this point, the final plat package has satisfied all requirements specified in the City's subdivision ordinance.

On April 11, 2019, the Planning & Zoning commission considered and recommended approval of the final plat to City Council.

The Public Works Department recommends approval of the final plat that establishes Dietz Elkhorn Elementary School (Van Raub).

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.

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.”

RECOMMENDATION/PROPOSED MOTION:

I move to recommend approval of the final plat that establishes Dietz Elkhorn Elementary School (Van Raub).

SUBDIVISION PLAT
ESTABLISHING

DIETZ ELKHORN
ELEMENTARY SCHOOL

BEING A TOTAL OF 21.373 ACRES OUT OF THE MARIA F. HERNANDEZ SURVEY NUMBER 420, ABSTRACT 314, BEXAR COUNTY, TEXAS, BEING COMPRISED OF 20.056 ACRES AS CONVEYED TO THE BOARD OF TRUSTEES OF THE BOERNE INDEPENDENT SCHOOL DISTRICT BY DEED RECORDED IN VOLUME 11679, PAGE 276, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, AND A 1.494 ACRE (CALLED 1.5 ACRES) SCHOOL TRACT AS SHOWN ON MAP OF VAN RAUB AS RECORDED IN VOLUME 60, PAGE 458, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

SCALE: 1"=100'

100 50 0 100

MTR
• Engineers
• Surveyors
• Planners

Moy Tarin Ramirez Engineers, LLC

FIRM TYPE NO. F-5237 & TEMPL NO. 10131500
12770 CHAMARRON PARK, SUITE 100 TEL: (210) 698-5001
SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

OWNER
BOERNE INDEPENDENT SCHOOL DISTRICT
123 W. JOHNS ROAD
BOERNE, TEXAS 78006
TEL: (830) 357-2071

STATE OF TEXAS
COUNTY OF BEXAR
THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERWAYS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER:
BOERNE INDEPENDENT SCHOOL DISTRICT
123 W. JOHNS ROAD
BOERNE, TEXAS 78006

STATE OF TEXAS
COUNTY OF BEXAR
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE 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 _____, 20____

NOTARY PUBLIC
BEXAR COUNTY, TEXAS

THIS PLAT OF ____ DIETZ ELKHORN ELEMENTARY SCHOOL ____ HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS ____ DAY OF _____, 20____

BY: MAYOR

BY: SECRETARY

CERTIFICATE OF APPROVAL
THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARED THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THIS PLAT WAS APPROVED BY THE SAID COMMISSIONERS COURT.

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

COUNTY JUDGE, BEXAR COUNTY, TEXAS

COUNTY CLERK, BEXAR COUNTY, TEXAS



LEGEND

- 145.0' --- EXISTING CONTOUR
- 145.1' --- PROPOSED CONTOUR
- --- PROPOSED EASEMENT
- --- EXISTING EASEMENT
- --- STREET CENTERLINE
- --- BUILDING SETBACK LINE
- --- PROPERTY BOUNDARY
- --- RIGHT-OF-WAY
- --- OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- --- ELECTRIC, TELEPHONE, & CABLE
- --- TELEVISION
- --- ELECTRIC, GAS, TELEPHONE, & CABLE TELEVISION
- --- PROPERTY CORNERS

KEYNOTES - EXISTING

- 1 LOTS 43, 44, 55, CB 40435
CB 4709 63.8454
ACRES 15852, PG. 1405 O.P.R.B.C.T.
- 2 LOTS 32-35, CB 4035
LOTS 26-31, CB 4709
1.207 ACRES
(VOL. 17481, PG. 458 O.P.R.B.C.T.)
- 3 LOTS 1-10
CB 4045
1.55 ACRES
(VOL. 7777, PG. 651 O.P.R.B.C.T.)
- 4 PIPELINE EASEMENT FOR TREATED WATER TO OBRA
(VOL. 11364, PAGE 825 O.P.R.B.C.T.)
- 5 PERMANENT 12.00'-FOOT WIDE WATER EASEMENT
DOCUMENT NO. 20180076435

KEYNOTES - PROPOSED

- 1 7' R.O.W. DEDICATION (0.081 ACRES)
- 2 VARIABLE R.O.W. DEDICATION (0.097 ACRES)
- 3 STORM WATER DETENTION POND (0.825 ACRES)
- 4 VARIABLE WIDTH SANITARY SEWER EASEMENT (0.693 ACRES)
- 5 1' VEHICULAR NON-ACCESS EASEMENT
- 6 20' BUILDING SETBACK LINE
- 7 14' E.G.T.V. EASEMENT
- 8 VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT (1.490 ACRES)
- 9 VARIABLE WIDTH PUBLIC DRAINAGE EASEMENT (0.045 ACRES)
- 10 20' ELECTRIC EASEMENT (0.089 ACRES)
- 11 5' GAS EASEMENT (0.080 ACRES)
- 12 14' E.T.V. OVERLAPPING EASEMENT (0.080 ACRES)
- 13 VARIABLE WIDTH E.G.T.V. EASEMENT (0.243 ACRES)

STATE OF TEXAS

COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: MOY TARIN RAMIREZ ENGINEERS, LLC

Stephanie L. James
STEPHANIE L. JAMES, P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
MOY TARIN RAMIREZ ENGINEERS, LLC
12770 CHAMARRON PARK, SUITE 100
SAN ANTONIO, TEXAS 78249
PH# (210) 698-5001

STATE OF TEXAS

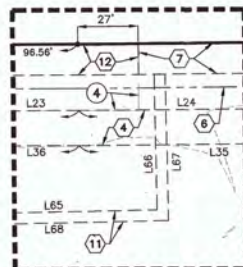
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO 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 UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

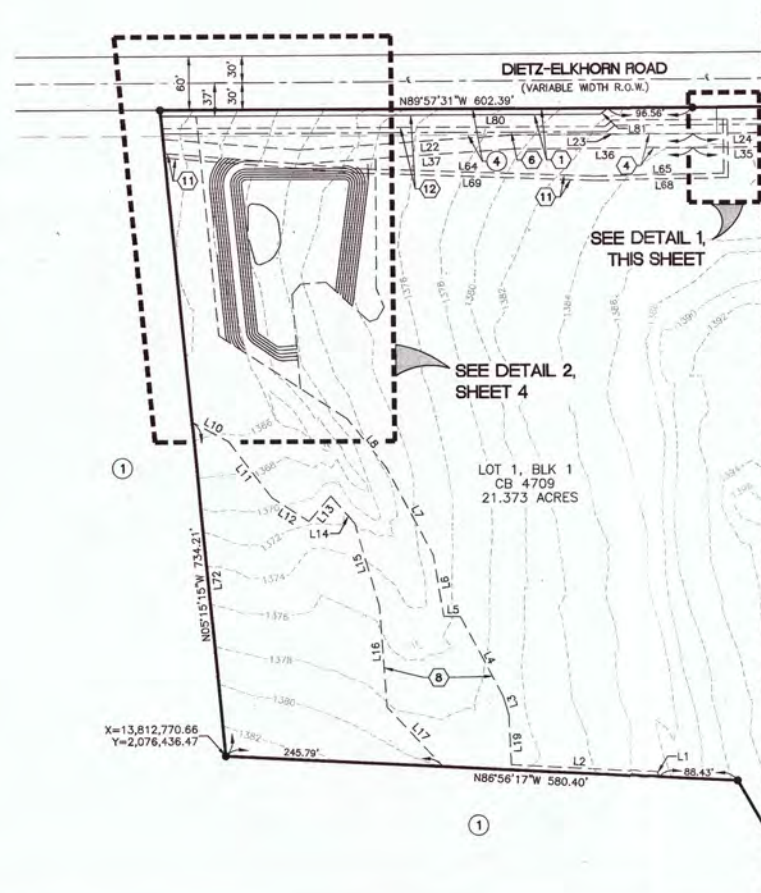
Rolando Ramirez
ROLANDO RAMIREZ, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 87870
MOY TARIN RAMIREZ ENGINEERS, LLC
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LINE #	LENGTH	DIRECTION		LINE #	LENGTH	DIRECTION		LINE #	LENGTH	DIRECTION		LINE #	LENGTH	DIRECTION		LINE #	LENGTH	DIRECTION		LINE #	LENGTH	DIRECTION	
L1	6.13'	S26° 56' 15"E		L16	115.51'	N03° 50' 51"W		L33	84.01'	N38° 49' 20"W		L64	266.03'	S87° 50' 09"E		L80	496.80'	N89° 57' 35"W		L98	40.58'	S01° 59' 44"W	
L2	165.87'	S86° 47' 06"E		L17	91.68'	N43° 11' 40"W		L34	233.19'	N31° 22' 06"W		L65	146.36'	N89° 08' 28"E		L81	10.91'	S50° 12' 24"W		L99	28.57'	S14° 00' 30"E	
L3	22.22'	S16° 37' 56"E		L18	45.97'	N05° 15' 10"W		L35	129.67'	S89° 37' 01"W		L66	61.84'	S00° 45' 21"E		L85	9.11'	N03° 21' 35"E		L100	58.63'	S00° 43' 25"E	
L4	102.29'	S27° 43' 21"E		L19	55.54'	S02° 32' 30"E		L36	203.08'	S89° 57' 21"E		L67	66.60'	S00° 45' 21"E		L86	160.10'	N00° 03' 25"E		L101	4.00'	N89° 56' 35"W	
L5	18.73'	S88° 34' 01"E		L20	28.06'	N89° 36' 52"E		L37	243.99'	S86° 16' 16"W		L68	151.48'	S89° 08' 28"W		L87	4.00'	N89° 56' 35"W		L102	159.29'	S00° 03' 25"W	
L6	70.11'	S09° 10' 53"E		L21	153.63'	S89° 12' 06"E		L38	151.98'	S85° 12' 05"E		L69	266.28'	N87° 50' 09"W		L88	61.22'	N00° 43' 09"W		L103	10.14'	S03° 21' 35"W	
L7	112.73'	S27° 53' 59"E		L22	243.85'	N86° 16' 45"E		L51	17.59'	N00° 08' 44"W		L70	69.54'	N85° 09' 12"W		L89	28.10'	N14° 00' 30"W		L104	70.78'	S31° 45' 28"E	
L8	70.05'	S38° 24' 46"E		L23	203.02'	S89° 57' 21"E		L52	24.50'	S89° 51' 22"W		L71	151.09'	N85° 12' 05"W		L90	38.10'	N01° 59' 44"E					
L9	40.17'	S89° 57' 31"E		L24	138.67'	N89° 37' 01"E		L53	9.43'	N58° 08' 18"W		L72	378.46'	N05° 15' 15"W		L91	95.81'	N00° 07' 54"E					
L10	46.59'	N61° 23' 10"W		L25	241.20'	S31° 22' 06"E		L54	22.41'	N75° 29' 20"W		L73	14.97'	S40° 27' 15"W		L92	53.55'	N88° 44' 36"E					
L11	79.90'	N37° 24' 35"W		L26	84.01'	S38° 40' 20"E		L55	47.41'	N31° 58' 34"W		L74	28.83'	S85° 27' 15"W		L93	16.37'	N01° 15' 24"W					
L12	49.63'	N57° 07' 55"W		L27	88.82'	S31° 23' 13"E		L56	14.95'	S58° 01' 38"W		L75	66.29'	N47° 20' 40"W		L94	23.01'	S88° 44' 36"W					
L13	37.72'	S40° 54' 45"W		L28	26.45'	S70° 42' 44"W		L57	16.63'	S49° 54' 35"E		L76	9.15'	S73° 17' 16"W		L95	3.63'	N01° 15' 24"W					
L14	41.21'	N41° 02' 43"W		L31	395.72'	N28° 29' 29"W		L62	10.84'	N60° 05' 39"E		L78	15.69'	S31° 32' 49"W		L96	50.05'	S88° 44' 36"W					
L15	96.40'	N16° 04' 54"W		L32	312.86'	N31° 23' 13"W		L63	69.42'	S85° 09' 12"E		L79	23.16'	S21° 59' 30"E		L97	114.81'	S00° 07' 54"W					

NOTE:
ALL NOTES SHOWN ON SHEET 1
APPLY TO THIS PAGE



DETAIL 1
SCALE = 1"=40'



SEE DETAIL 2,
SHEET 4

SEE DETAIL 1,
THIS SHEET

LOT 1, BLK 1
CB 4709
21.373 ACRES

SEE SHEET 3 OF 4

SUBDIVISION PLAT
ESTABLISHING

DIETZ ELKHORN
ELEMENTARY SCHOOL

BEING A TOTAL OF 21.373 ACRES OUT OF THE MARIA F. HERNANDEZ SURVEY NUMBER 420, ABSTRACT 314, BEXAR COUNTY, TEXAS, BEING COMPRISED OF 20.056 ACRES AS CONVEYED TO THE BOARD OF TRUSTEES OF THE BOERNE INDEPENDENT SCHOOL DISTRICT BY DEED RECORDED IN VOLUME 11679, PAGE 276, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, AND A 1.494 ACRE (CALLED 1.5 ACRES) SCHOOL TRACT AS SHOWN ON MAP OF VAN RAUB AS RECORDED IN VOLUME 60, PAGE 458, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

SCALE: 1"=100'



MTR
• Engineers
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• Planners

Moy Tarin Ramirez Engineers, LLC
FIRM TYPE NO. F-5297 & TBP.LS NO. 10131500
12770 CHAMARRON PATH, SUITE 100 TEL: (210) 698-5051
SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

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STATE OF TEXAS
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OF OFFICE THIS ____ DAY OF ____, 20__

NOTARY PUBLIC
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THIS PLAT OF ____ DIETZ ELKHORN ELEMENTARY SCHOOL ____ 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 ____, 20__

BY: MAYOR

BY SECRETARY:

CERTIFICATE OF APPROVAL
THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARED THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THIS PLAT WAS APPROVED BY THE SAID COMMISSIONERS COURT.

DATED THIS ____ DAY OF ____, A.D. 20__

COUNTY JUDGE, BEXAR COUNTY, TEXAS

COUNTY CLERK, BEXAR COUNTY, TEXAS



LOCATION MAP N.T.S.

LEGEND

- 1451- EXISTING CONTOUR
- 1451- PROPOSED CONTOUR
- EXISTING EASEMENT
- STREET CENTERLINE
- BUILDING SETBACK LINE
- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- R.O.W. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- O.P.R.B.C.T. ELECTRIC, TELEPHONE, & CABLE
- E.T.V. TELEVISION
- E.G.T.V. ELECTRIC, GAS, TELEPHONE, & CABLE TELEVISION
- PROPERTY CORNERS

KEYNOTES - EXISTING

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CB 4709 63.6454
ACRES 15852, PG. 1405 O.P.R.B.C.T.
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LOTS 29-31, CB 4709
1.207 ACRES
(VOL. 17461, PG. 458 O.P.R.B.C.T.)
- 3 LOTS 1-10
CB 4045
1.55 ACRES
(VOL. 7277, PG. 651 O.P.R.B.C.T.)
- 4 PIPELINE EASEMENT FOR TREATED WATER TO GORRA
(VOL. 11394, PAGE 625 O.P.R.B.C.T.)
- 5 PERMANENT 12.60-FOOT WIDE WATER EASEMENT
DOCUMENT NO. 20180075435

KEYNOTES - PROPOSED

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COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: MOY TARIN RAMIREZ ENGINEERS, LLC

Stephanie L. James
STEPHANIE L. JAMES, P.E.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5950
MOY TARIN RAMIREZ ENGINEERS, LLC
12770 CHAMARRON PATH, SUITE 100
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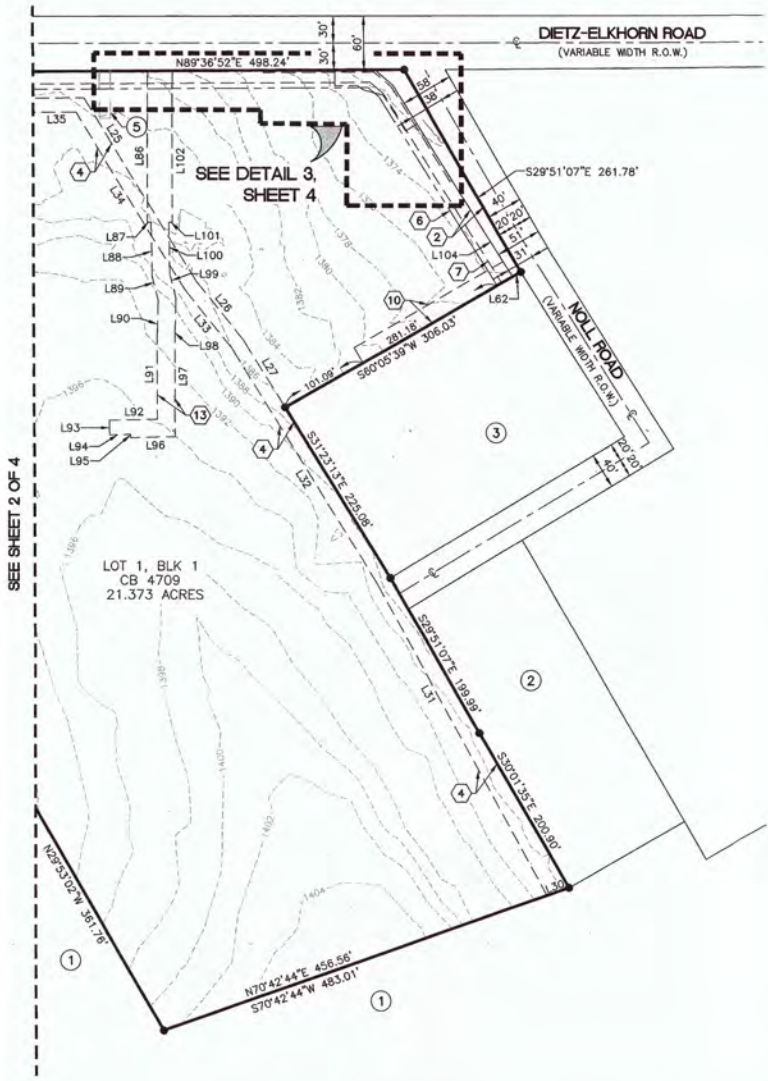
STATE OF TEXAS
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Rolando Ramirez
ROLANDO RAMIREZ, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 87870
MOY TARIN RAMIREZ ENGINEERS, LLC
12770 CHAMARRON PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
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LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
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L10	46.59'	N61° 23' 10"W	L25	241.20'	S31° 22' 06"E	L54	22.41'	N75° 29' 20"W	L73	14.97'	S40° 27' 15"W	L92	53.55'	N88° 44' 36"E			
L11	79.90'	N37° 24' 35"W	L26	84.01'	S38° 49' 20"E	L55	47.41'	N31° 58' 34"W	L74	28.83'	S85° 27' 15"W	L93	16.37'	N01° 15' 24"W			
L12	49.63'	N57° 07' 55"W	L27	86.82'	S31° 23' 13"E	L56	14.95'	S58° 01' 38"W	L75	66.29'	N47° 20' 40"W	L94	23.01'	S88° 44' 36"W			
L13	37.72'	S40° 54' 45"W	L30	26.45'	S70° 42' 44"W	L61	26.63'	S49° 54' 35"E	L76	9.15'	S73° 17' 16"W	L95	3.63'	N01° 15' 24"W			
L14	41.21'	N41° 02' 43"W	L31	395.72'	N28° 29' 29"W	L62	10.84'	N60° 05' 39"E	L78	15.69'	S31° 32' 49"W	L96	50.05'	S88° 44' 36"W			
L15	96.40'	N16° 04' 54"W	L32	312.86'	N31° 23' 13"W	L63	69.42'	S85° 09' 12"E	L79	23.16'	S21° 59' 30"E	L97	114.81'	S00° 07' 54"W			

NOTE:
ALL NOTES SHOWN ON SHEET 1
APPLY TO THIS PAGE.



SEE SHEET 2 OF 4

LOT 1, BLK 1
CB 4709
21.373 ACRES





CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
April 18, 2019

AGENDA TOPIC: Discussion and possible action to approve the preliminary plat that establishes Elkhorn Ridge Unit 3

DATE: April 18, 2019

DEPARTMENT: Public Works

PRESENTED BY: Adrian Garcia, P.E., Manager of Engineering Services

INTRODUCTION/BACKGROUND:

In March 2019, a Preliminary Plat, establishing Elkhorn Ridge Unit 3, was submitted to the Public Works Department by Vickrey and Associates, Inc. This tract of land is generally located in the center of the Elkhorn Ridge private subdivision. This subdivision is the fifth unit in the Elkhorn Ridge subdivision. 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	-	4.62	15
6A	5/17/2018	4.62	15
9	5/17/2018	23.93	43
4, 5, 6B, 7, 8	-	40.19	159
*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 eight feet (80 ft) wide as measured from the front building setback line."

After two rounds of review and comments, Vickrey and Associates submitted an updated preliminary plat and applicable supporting documentation. The updated preliminary plat has satisfied all of the requirements of the City's Subdivision Ordinance.

On April 11, 2019, the Planning & Zoning commission considered and recommended approval of the preliminary plat to City Council.

The Public Works Department recommends approval of the preliminary plat that establishes Elkhorn Ridge Unit 3.

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."

RECOMMENDATION/PROPOSED MOTION:

I move to recommend approval of the preliminary plat that establishes Elkhorn Ridge Unit 3.

PRELIMINARY PLAT

SUBDIVISION PLAT ESTABLISHING
ELKHORN RIDGE UNIT 3

BEING 4.62 ACRES OF LAND OUT OF TRACTS CONVEYED IN WARRANTY DEEDS
RECORDED IN VOLUME 16450, PAGE 2034, VOLUME 16450, PAGE 2129, 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'
0 50 100 150

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS

12940 Country Parkway, San Antonio, Texas 78216-0044

Telephone: (210) 348-3271

TBPE Firm Registration No.: E-159

TBPLS Firm Registration No.: 10004100

IMPACT FEE PAYMENT DUE - "SAWS"
WATER AND WASTEWATER IMPACT FEES HAVE NOT YET BEEN PAID AT THE TIME OF PLATING 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 30 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.

INGRESS & EGRESS (SEWER):
THE SAN ANTONIO WATER SYSTEM IS HEREBY GRANTED THE RIGHT OF INGRESS AND EGRESS ACROSS
GRANTOR'S ADJACENT PROPERTY TO ACCESS THE WASTEWATER EASEMENT(S) SHOWN ON THIS PLAT.

SANITARY SEWER 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 TYPICAL UNITS (EDU) 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 1525 FEET WHERE THE
STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE
DEVELOPER OR HOMEOWNER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER SIDE OF
THE METER, AN APPROVED TYP. PRESSURE REGULATOR IN CONFORMANCE WITH THE
PLUMBING CODE OF THE CITY OF SAN ANTONIO.

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, HEREBY DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL
STREETS, ALLEYS, FENCES, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN
FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED.

DWYER, LLOYD A. DENTON, JR., PRESIDENT
SA FRONTIERS, LLC
11 LYNN BATES LANE, STE. 100
SAN ANTONIO, TEXAS 78218

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, THE UNDISBURSED AUTHORITY ON THIS DAY PERSONALLY APPEARED
LLOYD A. DENTON, JR., WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME
THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED
AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____

A.D. 2019.

NOTARY PUBLIC
STATE OF TEXAS

THIS PLAT OF ELKHORN RIDGE UNIT 3 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. 2019.

BY _____

BY _____

CITY SECRETARY

LEGEND

- FOUND 1/2" IRON ROD WITH CAP STAMPED "ACES"
- D.P.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
- D.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
- 740 GAS, ELECTRIC, TELEPHONE AND CABLE TV
- 740 BUILDING SETBACK LINE
- 740 EASEMENT
- R.O.W. RIGHT OF WAY
- EX EXISTING
- VL VOLUME
- PC PAGE
- C.V.E. CLEAR VISION ESM
- BLK BLOCK
- CB COUNTY BLOCK
- AC ACRES
- PCS PERCHES
- UTILITY LIMITS LINE
- SAME AS PREVIOUS MEASUREMENT
- CENTERLINE

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 THEREON (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 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 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.

OPS 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 DEDICATING EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC 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 ELECTRIC 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 DANGER 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 BY 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 AFFECT, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, 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.
- READY 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.

PRIVATE STREET DESIGNATION NOTE:

LOT 901 IS A PRIVATE STREET AND IS DESIGNATED AS AN UNDERGROUND PUBLIC WATER AND PUBLIC SANITARY SEWER AND UTILITY EASEMENT.

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, REEF, OR DITCH OUT SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT, INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER CAPS, AND PROTECTING WALLS; 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 BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY USUAL AND CUSTOMARY PRACTICES.

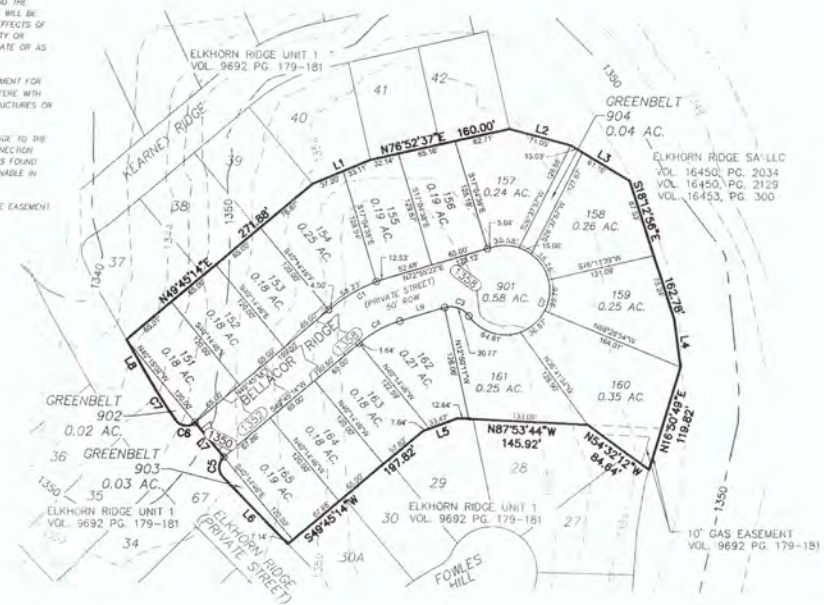
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

Parcel Line Table

Line #	Length	Bearing
L1	70.32	N67°02'38"E
L2	71.08	S73°47'07"E
L3	78.18	S59°33'01"E
L4	52.88	S08°22'22"E
L5	41.11	S69°36'47"W
L6	104.21	S44°32'51"E
L7	50.00	S40°14'48"E
L8	50.60	S30°38'22"E
L9	52.41	S72°55'22"W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	70.76	174.98	23.17	N61°30'19"E	70.78
C2	218.63	50.00	250.53	S18°11'14"W	81.65
C3	30.77	25.00	70.53	N71°48'46"W	78.87
C4	50.55	125.00	23.17	S61°20'16"W	50.70
C5	24.84	15.00	94.13	S2°41'15"W	21.96
C6	24.84	15.00	94.13	S83°10'46"E	21.96
C7	34.44	570.00	3.47	N33°22'37"W	34.42



LOT 901, 902, AND 904 ARE DESIGNATED AS GREENBELTS AND UTILITY AND DRAINAGE EASEMENT. THESE LOTS ARE NOT FOR RESIDENTIAL USE. THERE WILL BE NO INHABITABLE STRUCTURES ALLOWED IN THESE LOTS.

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

FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS.

GATES ACROSS EASEMENT: DOUBLE SPRING GATES SHALL BE MINIMUM 16 FEET AND INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.

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

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

BASIS OF BEARING IS STATE PLANE (FURNEL) SYSTEM, NAD 83

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

STATE OF TEXAS

COUNTY OF BEXAR

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 SURVEY, LOTS AND DRAINAGE LAYOUT, AND THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

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