



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

August 16, 2018; 6:30 PM
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. Life Saving Award to Officer Riley Gobeil, Officer Allen Paz, Ms. Taylor Baliff, Mrs. Laura Davis, Dr. Rachel Gravel, and Mrs. Melissa Srp Pgs. 3-10
- B. Presentation of Employee Service Award
- C. Annual Performance Contract Audit presentation by Siemen’s Industry, Inc.
- D. 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 they 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 August 2, 2018 City Council Meeting Minutes. Pgs. 11-13
- B. Approval of August 6, 2018 Special City Council Workshop Minutes. Pg. 14
- C. Approval of an Ordinance amending Chapter 12 Traffic and Vehicles of the City of Fair Oaks Ranch Code of Ordinances to establish school zone speed limits near the Van Raub Elementary School. Pgs. 15-18
- D. Approval of the preliminary plat establishing Fair Oaks Ranch Elementary School.
Adrian Garcia, Manager of Engineering Services Pgs. 19-22
- E. Approval of the preliminary plat establishing Dietz Elkhorn Elementary School (Van Raub).
Adrian Garcia, Manager of Engineering Services Pgs. 23-28
- F. Approval of the preliminary plat establishing the Arbors Unit 2 Subdivision.
Adrian Garcia, Manager of Engineering Services Pgs. 29-35
- G. Approval of Council Member Patel’s absence for the August 2, 2018 City Council Meeting. Pg. 36

IV. DISCUSSION/CONSIDERATION ITEMS

- A. Discussion and possible action authorizing the City Manager to sign contracts with Purdue, Brandon, Fielder, Collins & Mott, L.L.P. for:

- 1) The collection of delinquent property taxes Pgs. 37-44
- 2) The collection of certain municipal liens Pgs. 45-49
- 3) The collection of municipal court fines and fees Pgs. 50-56

Assistant City Manager, Carole Vanzant

- B. Discussion and possible action regarding a Variance Request for Front Gate Unit 4 – Lot Dimension Requirement.

Adrian Garcia, Manager of Engineering Services Pgs. 57-70

- C. Consideration and possible action setting:

- 1) The proposed Fiscal Year 2018-2019 Property Tax Rate.
- 2) September 6, 2018, 9:30 AM and September 13, 2018, 6:30 PM as Public Hearing dates on the proposed Fiscal Year 2018-2019 Budget and 2018-2019 Tax Rate.
- 3) September 20, 2018, 6:30 PM as the date to adopt the Fiscal Year 2018-2019 Budget and 2018-2019 Tax Rate.

City Manager, Tobin Maples Pgs. 71-76

V. REPORTS FROM STAFF / COMMITTEES / COUNCIL

- A. Quarterly Investment Report Director of Finance, Sarah Buckelew Pgs. 77-80

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. 551.072 (Deliberations about Real Property) - To deliberate the purchase, exchange, lease, or value of real property.

VII. RECONVENE INTO OPEN SESSION

VIII. ADJOURNMENT

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

Signature of Agenda Approval: Tobin E. Maples

I, Christina. Picioccio, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the city's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times. Said Notice was posted by 5:00 PM, August 10, 2018 and remained so posted continuously for at least 72 hours before said meeting was convened.

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



CITY OF FAIR OAKS RANCH POLICE DEPARTMENT

7286 DIETZ ELKHORN ROAD
FAIR OAKS RANCH, TEXAS 78015

PHONE: (210) 698-0990 FAX: (210) 698-1647
NON-EMERGENCY/DISPATCH: (830) 249-8645

August 16, 2018

Life Saving Award

Officer Riley Gobeil,

On July 26th you were dispatched to a medical emergency at the Fair Oaks Ranch Country Club. Upon arrival, you began assessing the victim and, along with others, began taking lifesaving actions. You continued to assist with the lifesaving efforts until Medics arrived and advised the victim had a pulse.

Your actions and quick thinking were instrumental in the saving of human life. Due to your extraordinary actions the victim survived and is recovering.

You are commended for your actions and hereby awarded the Fair Oaks Ranch Police Department Life Saving Award.

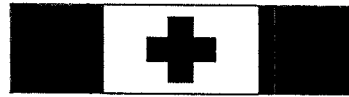
Respectfully,

Scott Rubin
Chief of Police
Fair Oaks Ranch, Texas

CITY OF FAIR OAKS RANCH
POLICE DEPARTMENT

PROUDLY PRESENTS THE

Life Saving Award



To:

Officer Riley Gobeil

THIS 16TH DAY OF AUGUST 2018

SCOTT RUBIN
CHIEF OF POLICE



GARRY MANITZAS
MAYOR



CITY OF FAIR OAKS RANCH POLICE DEPARTMENT

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August 16, 2018

Life Saving Award

Officer Allen Paz,

On July 26th you were dispatched to a medical emergency at the Fair Oaks Ranch Country Club. Upon arrival, you began assessing the victim and, along with others, began taking lifesaving actions. You continued to assist with the lifesaving efforts until Medics arrived and advised the victim had a pulse.

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You are commended for your actions and hereby awarded the Fair Oaks Ranch Police Department Life Saving Award.

Respectfully,

Scott Rubin
Chief of Police
Fair Oaks Ranch, Texas

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POLICE DEPARTMENT

PROUDLY PRESENTS THE

Life Saving Award



To:

Officer Allen Paz

THIS 16TH DAY OF AUGUST 2018

SCOTT RUBIN

CHIEF OF POLICE



GARRY MANITZAS

MAYOR



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August 16, 2018

Certificate of Recognition

Ms. Taylor Baliff,

On July 26th at the Fair Oaks Ranch Country Club you were present during a medical emergency. Upon hearing the developing situation, you began assessing the victim and, along with others, began taking lifesaving actions. When Officers arrived on scene you continued to assist with lifesaving efforts until Medics arrived and advised the victim had a pulse.

Your actions and quick thinking were instrumental in the saving of a human life. Due to your extraordinary actions the victim survived and is recovering.

On behalf of both the Fair Oaks Ranch Police Department and the City of Fair Oaks Ranch I would like to express my extreme gratitude.

Respectfully,

Scott Rubin
Chief of Police
Fair Oaks Ranch, Texas



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August 16, 2018

Certificate of Recognition

Mrs. Laura Davis,

On July 26th at the Fair Oaks Ranch Country Club you were present during a medical emergency. Upon hearing the developing situation, you began assessing the victim and, along with others, began taking lifesaving actions. When Officers arrived on scene you continued to assist with lifesaving efforts until Medics arrived and advised the victim had a pulse.

Your actions and quick thinking were instrumental in the saving of a human life. Due to your extraordinary actions the victim survived and is recovering.

On behalf of both the Fair Oaks Ranch Police Department and the City of Fair Oaks Ranch I would like to express my extreme gratitude.

Respectfully,

Scott Rubin
Chief of Police
Fair Oaks Ranch, Texas



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August 16, 2018

Certificate of Recognition

Dr. Rachel Gravel,

On July 26th at the Fair Oaks Ranch Country Club you were present during a medical emergency. Upon hearing the developing situation, you began assessing the victim and, along with others, began taking lifesaving actions. When Officers arrived on scene you continued to assist with lifesaving efforts until Medics arrived and advised the victim had a pulse.

Your actions and quick thinking were instrumental in the saving of a human life. Due to your extraordinary actions the victim survived and is recovering.

On behalf of both the Fair Oaks Ranch Police Department and the City of Fair Oaks Ranch I would like to express my extreme gratitude.

Respectfully,

Scott Rubin
Chief of Police
Fair Oaks Ranch, Texas



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August 16, 2018

Certificate of Recognition

Mrs. Melissa Srp,

On July 26th at the Fair Oaks Ranch Country Club you were present during a medical emergency. Upon hearing the developing situation, you began assessing the victim and, along with others, began taking lifesaving actions. When Officers arrived on scene you continued to assist with lifesaving efforts until Medics arrived and advised the victim had a pulse.

Your actions and quick thinking were instrumental in the saving of a human life. Due to your extraordinary actions the victim survived and is recovering.

On behalf of both the Fair Oaks Ranch Police Department and the City of Fair Oaks Ranch I would like to express my extreme gratitude.

Respectfully,

Scott Rubin
Chief of Police
Fair Oaks Ranch, Texas

**CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES
August 2, 2018
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, and Maxton

Absent: Council Member Patel

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

B. The Pledge of Allegiance was led by Mayor Pro Tem Havard's granddaughter, Lilly Upton.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. Mayor Manitzas presented the Employee of the Quarter Award to Lead Maintenance Worker, Jay Shaw.

B. Mayor Manitzas presented a 20 year service award to Police Investigator, David Price and a 10 year service award to Utilities Operator II, Bill Champion.

III. CONSENT AGENDA

A. Approval of July 19, 2018 Regular City Council Meeting Minutes.

B. Approval of Mayor Pro Tem Havard's absence for the July 19, 2018 City Council Meeting.

Council Member Koerner requested Item A be pulled from the Consent Agenda and placed in the Discussion/Consideration Items section.

The Mayor presented Item B of the Consent Agenda and with no discussion, Item B of the Consent Agenda was approved unanimously.

IV. DISCUSSION/CONSIDERATION ITEMS

Council Member Koerner requested that Consent Agenda Item A, Section III be modified to read "Council Member Maxton abstained his vote on the grounds that he is a voting Board Member of the Fair Oaks Ranch Rotary Club"

MOTION: Made by Council Member Koerner, seconded by Mayor Pro Tem Havard to accept the July 19, 2018 City Council Meeting Minutes as amended.

VOTE: 6-0; Motion Passed.

A. Discussion and possible action on the First Reading of an Ordinance amending Chapter 12 Traffic and Vehicles of the City of Fair Oaks Ranch Code of Ordinances to establish school zone speed limits near the Van Raub Elementary School.

MOTION: Made by Mayor Pro Tem Havard, seconded by Council Member Elizondo to approve the first reading of an Ordinance that establishes the school zone speed limit for Van Raub Elementary School.

VOTE: 6-0; Motion Passed.

B. Discussion and possible action approving Fair Oaks Montessori School Preliminary Replat.

MOTION: Made by Council Member Maxton, seconded by Council Member Elizondo to approve the Preliminary Replat that establishes Fair Oaks Montessori School.

VOTE: 6-0; Motion Passed.

C. Discussion and Presentation regarding the creation of a Cross Connection Control and Backflow Prevention Program.

Seeking Council guidance and direction, Adrian Garcia, P.E., Manager of Engineering Services, Jim Earl, Building Official, and Melissa Castro, Environmental Compliance Manager presented a draft ordinance for the creation of a Cross-Connection Control and Backflow Prevention Program. Mayor Pro Tem Havard voiced support for the program. Council Member Hartpence noted that protecting the City's water system is a reasonable objective if warranted and properly programmed but noted concerns around the following key points; 1) Implementation; the City should consider a multi-year roll-out of the program that incorporates critical elements based on actual problems, data capture, and lessons learned. 2) Accessing private property; the City and/or its subcontractors need to obtain permission from the property owner before entering private property to perform and administer work associated with this program. If permission is not granted, the City can pursue the matter through legal remedies. 3) Administration of the program; the City should only apply the program to properties with connections to the City's utility system. Specifically, residents with private wells and/or connections to the SAWS utility system should be exempt from this program. 4) Enforcement; the City should reconsider and lower proposed punitive damages to ensure they are proportionate to a problem, should one be realized.

Mayor Manitzas exited the Council Chambers at 10:15 AM. Mayor Pro Tem Havard presided over the remainder of the meeting.

V. REPORTS FROM STAFF / COMMITTEES / COUNCIL

A. Kim Stahr, Director of Human Resources and Communications provided an update on the City's 30th Celebration. The event will take place Saturday September 29, 2018 and will feature a Fun Run at 8 AM at Cibolo Creek Community Church, a Hometown Parade at 10:00 on Fair Oaks Parkway and will finish at the Country Club. The come and go event at the Country Club will include live music, food, vendor booths, kid events, a golf tournament and will culminate with a Fireworks Display at 9 PM. Visit the city website for more information. Those who wish to sponsor the event and/or volunteers are invited to contact Kim Stahr at City Hall.

VI. CONVENE INTO EXECUTIVE SESSION

City Council did not convene into closed session regarding:

- A. 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.

VII. RECONVENE INTO OPEN SESSION

Not applicable.

VIII. ADJOURNMENT

Mayor adjourned the City Council meeting at 11:03 AM.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary

**CITY OF FAIR OAKS RANCH
CITY COUNCIL SPECIAL MEETING MINUTES
August 6, 2018
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015**

I. OPEN MEETING

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

Council Absent: Council Member Koerner

With a quorum present, Mayor Manitzas called the meeting to order at 9:20 AM.

The Pledge of Allegiance was led by Police Lieutenant, Tim Moring.

II. BUDGET WORKSHOP

City Manager, Tobin Maples and Director of Finance, Sarah Buckelew provided an update on the FY 2018/2019 Budget and city staff responded to questions asked by Council.

III. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 10:22 AM.

ATTEST:

Garry Manitzas, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

August 16, 2018

AGENDA TOPIC: Approval of an Ordinance amending Chapter 12 Traffic and Vehicles of the City of Fair Oaks Ranch Code of Ordinances to establish school zone speed limits near the Van Raub Elementary School.

DATE: August 16, 2018

DEPARTMENT: Public Works

PRESENTED BY: Adrian Garcia, P.E., Manager of Engineering Services (Consent Agenda)

INTRODUCTION/BACKGROUND:

The Boerne Independent School District's (BISD), Van Raub Elementary School is scheduled to open for the 2018-2019 school year. In conjunction with the school construction, right of way improvements were constructed on Dietz Elkhorn and Noll Road. These improvements included the addition of turn lanes, striping, signage and flashing beacons that alerts drivers to the presence of a school zone.

The civil engineering firm representing BISD, MTR Engineers, designed the school zone and specified a 20 mile per hour speed limit when the beacons are flashing. This is consistent with the speed zone that is located on Dietz Elkhorn for the Fair Oaks Ranch Elementary School.

In addition to establishing a school zone along Dietz Elkhorn, staff recommends the full extents of Noll Road be included in the school zone. Noll Road extends along the east side of the school and including it in the school zone will be consistent with the setup at Fair Oaks Ranch Elementary School which includes the adjacent streets of Chartwell Lane and Ralph Fair Road.

The first reading of the Ordinance was approved by Council at the August 2, 2018 Council Meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The creation of the 20 mile per hour speed zone when school traffic is present, will provide a safer corridor for the utilization of Van Raub Elementary School.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Approved as to form

PROPOSED MOTION:

Consent Agenda

AN ORDINANCE

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH AMENDING CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.01 GENERAL PROVISIONS, SECTION 12.01.003(7) OF THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES BY ADDING A SCHOOL ZONE SPEED LIMIT ON A SECTION OF DIETZ ELKHORN ROAD AND NOLL ROAD TO 20 MPH; PROVIDING SEVERABILITY AND PENALTY CLAUSES AND AN EFFECTIVE DATE.

WHEREAS, the Texas Transportation Code Section 545.356 provides City Council with the authority to alter by ordinance prima facie speed limits either after determining that the state imposed prima facie speed limit is unreasonable or unsafe or after conducting an engineering and traffic investigation; and

WHEREAS, City Council finds Boerne Independent School District constructed Van Raub Elementary School at 8776 Dietz Elkhorn Road; and,

WHEREAS, City Council accepts the findings of the civil engineering firm representing Boerne Independent School District that for the segment of Dietz Elkhorn Road from 8710 Dietz Elkhorn Road to 8900 Dietz Elkhorn Road the maximum, reasonable and prudent speed limit is 20 miles per hour when school zone lights are flashing; and,

WHEREAS, Section 545.356 states that a prima facie speed limit that is altered by the governing body of a municipality is effective when the governing body erects signs giving notice of the new speed limit and at all times or at other times as determined.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: School Zone Established. The Code of Ordinances Chapter 12 (entitled "Traffic and Vehicles") Article 12.01 (entitled "General Provisions") Section 12.01.003 (entitled "Prima facie speed limits") is hereby amended by adding to subsection (7) (entitled "School Zone" the language that is underlined (underlined) as follows:

- (7) School zones.
 - (A) Speed limit of 35 mph when lights are flashing: FM 3351 (Ralph Fair Road), 1.440 miles north from the south city limit to 1.750 miles north from the south city limit for a total distance of .310 miles approximately. (Ordinance 2009-11 adopted 7/19/09)
 - (B) Speed limit of 20 mph when lights are flashing: 7229 Dietz Elkhorn to 7336 Dietz Elkhorn.
 - (C) Speed limit of 20 mph between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and 4:30 p.m., on school days only: Intersection of Dietz Elkhorn/Chartwell Lane to 28900 Chartwell Lane.
 - (D) Speed limit of 20 mph when lights are flashing: 8710 Dietz Elkhorn Road to 8900 Dietz Elkhorn Road.

(E) Speed limit of 20 mph between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and 4:30 p.m., on school days only: the full extents of Noll Road

SECTION 3: Installation of Signs. The Director of Public Works is hereby directed and authorized to install School Zone Speed Limit Flashing Light Signs in accordance with the Texas Manual on Uniformed Control Devices.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council of Fair Oaks Ranch hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: Penalty Provision. Any violation if this Ordinance shall be a misdemeanor, and upon conviction thereof the violator shall be fined a sum of not less than \$25 nor more than \$200.

SECTION 6: Effective Date. This Ordinance shall be effective upon its passage, approval, and publication as required by law.

PASSED AND APPROVED on the first reading this 2nd day of August, 2018.

PASSED, APPROVED, AND ADOPTED on the second reading, this 16th day of August, 2018.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

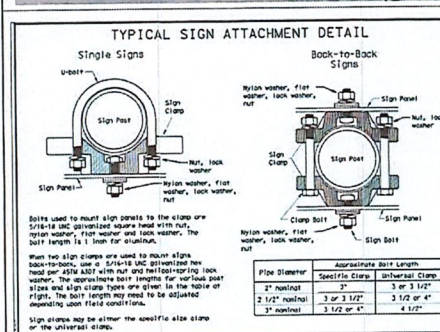
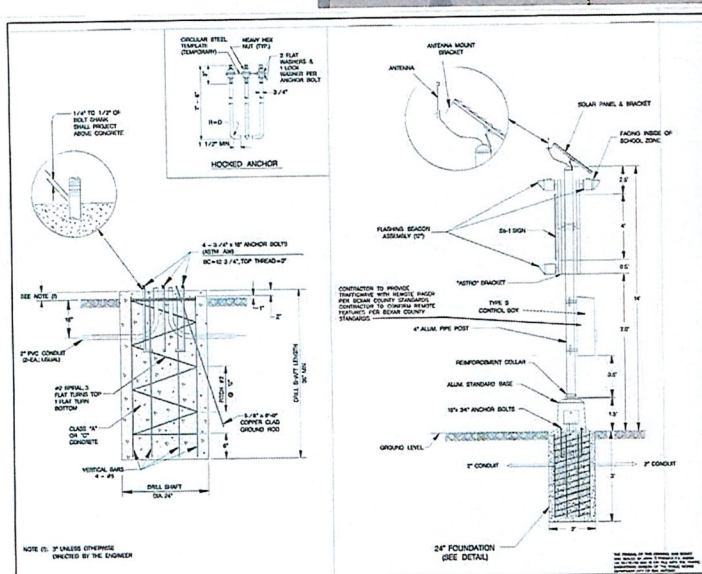
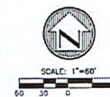
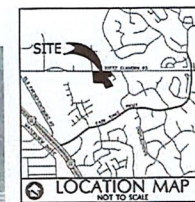
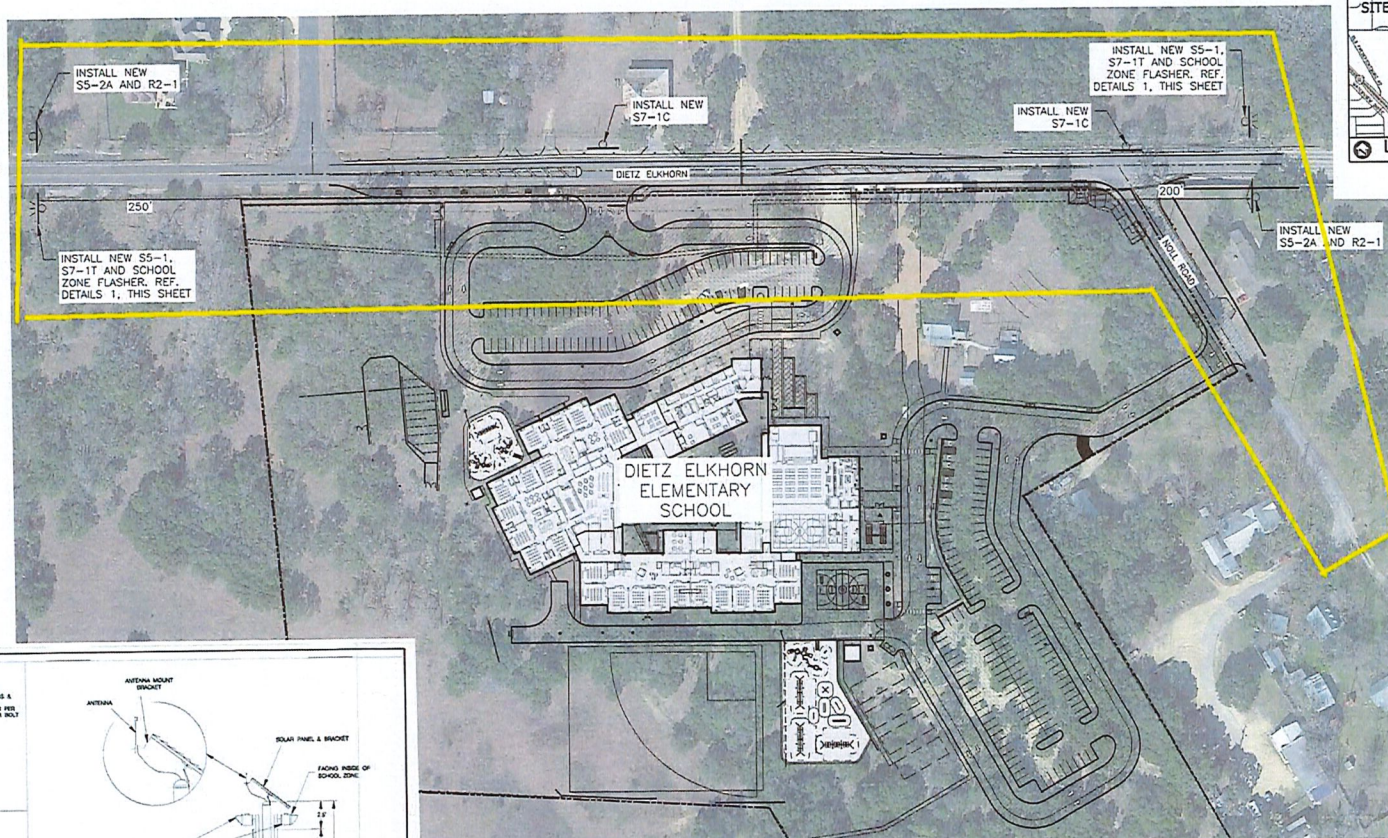
Christina Picioccio, City Secretary

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

The diagram illustrates a school zone layout with the following signs and specifications:

- Top Left:** Sign S5-2A (24"x36") with a speed limit of 53.68.
- Top Right:** Sign S5-2A (24"x9") with a speed limit of 53.68.
- Left Side:** Sign R2-1 (24"x30") with a speed limit of 53.68.
- Center:** A large vertical sign with a speed limit of 35.
- Right Side:** Sign R2-1 (24"x30") with a speed limit of 53.68, and a note: "30 MPH (AUTOMATIC BLUE), 35 MPH (X-RAYS ROAD)".
- Bottom Left:** Sign S7-1C (24"x36") with a speed limit of 53.68.
- Bottom Right:** Sign S7-1C (24"x36") with a speed limit of 53.68.
- Center Bottom:** A sign with a speed limit of 20.
- Far Right:** A sign with a speed limit of 53-1 (24"x48") with a note: "(HIGH INTENSITY WHITE)".

ALL SIGNS TO BE PER TxDOT SPECIFICATIONS.



1. INSTALL SOLAR POWER SCHOOL ZONE FLASHER ASSEMBLY, IN ACCORDANCE WITH THE CITY OF SAN ANTONIO SPECIFICATIONS AND DETAILS.
2. CALL THE TEXAS STATEWIDE ONE CALL NUMBER 1-800-455-6005, 48 HOURS BEFORE BEGINNING ANY EXCAVATION.
3. ALL SCHOOL WARNING SIGNS MUST BE ACTIVE TYPE "X".
4. THE WORD "SCHOOL" FOUND ON 55-1 SIGN MUST BE 10% HIGHERLY PROMINENT BRIGHT YELLOW ORANGE BACKGROUND IN THE REMAINDER OF THE SIGN, THE SIGN SHALL HAVE A 10% HIGHERLY PROMINENT BRIGHT YELLOW BACKGROUND.
5. INSTALL GROUND MOUNTED SIGN USING WEDGE AND/OR FOUNDATIONS PER DETAIL DETAILS AND SPECIFICATIONS.
6. CONTRACTOR SHALL NOTIFY CITY TRAFFIC ENGINEERING DEPARTMENT AT (210) 495-7121 24 HRS. PRIOR TO BEGINNING CONSTRUCTION.
7. FINAL LOCATION OF ALL NEW SIGNS AND PAVEMENT MARKINGS SHALL BE COORDINATED WITH THE CITY OF FAIR GARDENS PRIOR TO INSTALLATION.
8. ALL EXISTING SIGNS MUST REMAIN IN PLACE UNLESS OTHERWISE NOTED ON THE PLANS. ANY DAMAGE TO EXISTING SIGNS INCURRED DURING CONSTRUCTION SHALL BE REPAIRED BY CONTRACTOR.

*This document has been modified from its original form and should not be used for construction.





CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 16, 2018

AGENDA TOPIC: Approval of the preliminary plat that establishes Fair Oaks Ranch Elementary School

DATE: August 16, 2018

DEPARTMENT: Public Works

PRESENTED BY: Adrian Garcia, P.E., Manager of Engineering Services (Consent Agenda)

INTRODUCTION/BACKGROUND:

On June 1, 2018 a preliminary plat, establishing Fair Oaks Ranch Elementary School, was submitted to the Public Works Department by Moy Tarin Ramirez Engineers, LLC (MTR Engineers). This plat consists of a 16.58 acre tract of the current school site for Boerne Independent School District's, Fair Oaks Ranch Elementary School. When BISD began the permitting process for improvements to parking, drainage, and fire protection, City staff discovered that this property did not have a recorded plat.

Section 3.01.005 (B) of the Building Regulations section of the City ordinance states:

“No building permit shall be issued for construction upon any tract of land within the corporate limits of the city until a plat of such tract of land has been recorded with the county(ies) in which such tract of land lies.”

In conjunction with permitting for improvements that were proposed for the site, BISD was informed that a formal plat of the site would be a requirement. Due to BISD's short timeline (Work to be completed before 2018-2019 school year) and this unforeseen circumstance, the City agreed to proceed with issuing the construction permits as long as the plat application was submitted. This construction project does not include any public improvements that will be accepted, for ownership, by the City of Fair Oaks Ranch. After several rounds of review and comments, MTR Engineers updated the preliminary plat and submitted their application package on July 25, 2018, for consideration.

The updated plat package has satisfied all of the requirements of the City's Subdivision Ordinance.

The Public Works Department recommends approval of the preliminary plat that establishes Fair Oaks Ranch Elementary School.

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

The Planning and Zoning Commission voted to recommend approval of this plat at their August 9th, 2018 meeting with the following amendment: That the building setback note on the plat read "Setbacks imposed on this plat are at the discretion of the developer and are subject to the enforcement by the City of Fair Oaks Ranch".

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:

Consent Agenda

Pg. 21



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

August 16, 2018

AGENDA TOPIC: Approval of the preliminary plat that establishes Dietz Elkhorn Elementary School (Van Raub)

DATE: August 16, 2018

DEPARTMENT: Public Works

PRESENTED BY: Adrian Garcia, P.E., Manager of Engineering Services (Consent Agenda)

INTRODUCTION/BACKGROUND:

Boerne Independent School District (BISD) is completing the final touches on 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 plat application that establishes Dietz Elkhorn Elementary School (Van Raub). After review and comments, an updated preliminary plat was submitted on July 25, 2018.

The updated preliminary plat has satisfied all of the requirements of the City's Subdivision Ordinance.

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

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

The Planning and Zoning commission voted to recommend approval of this plat at their August 9th, 2018 meeting with the following amendment: That the Building Setback Note read "Setbacks imposed on this plat are at the discretion of the developer and are subject to enforcement by the City of Fair Oaks Ranch."

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

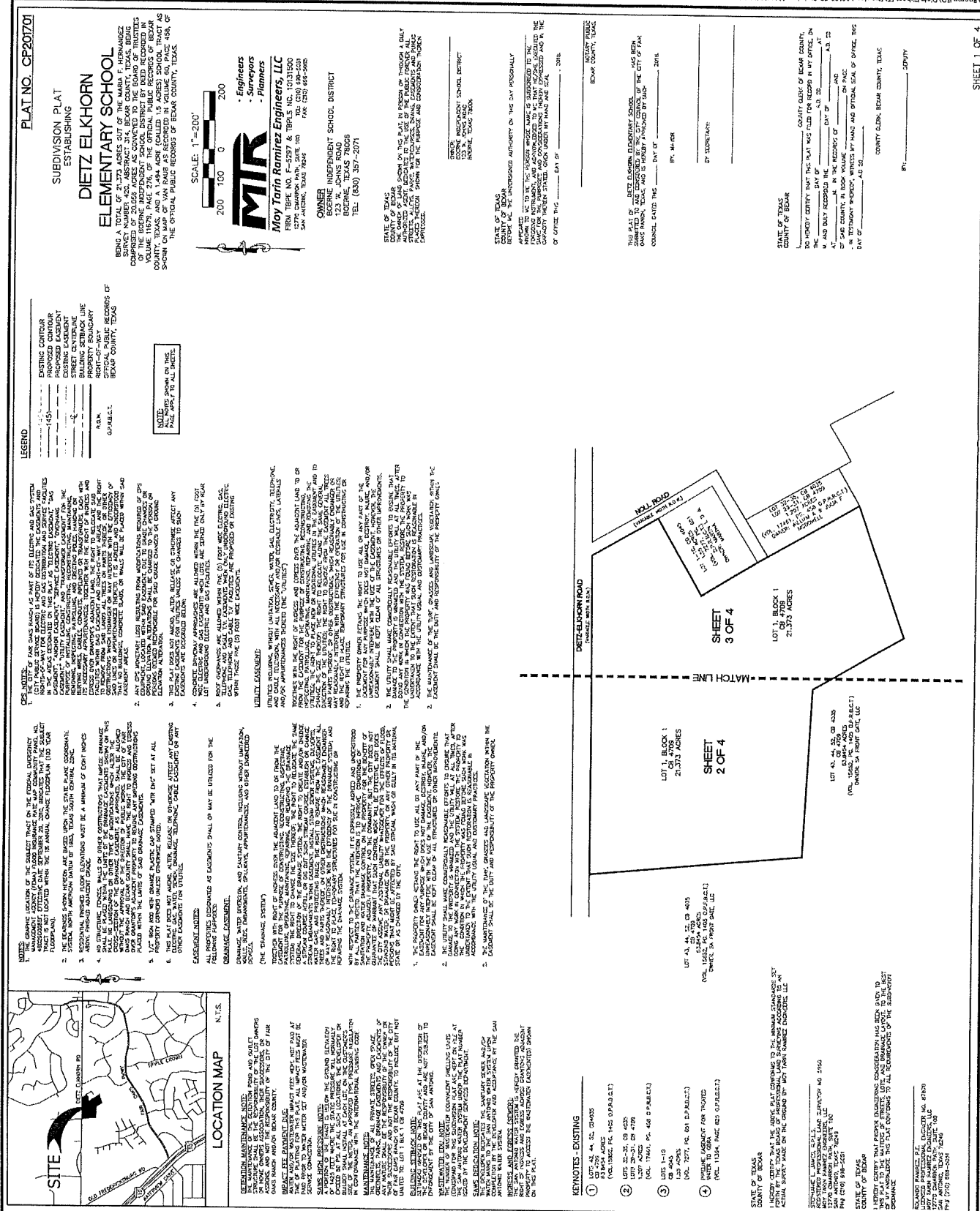
LEGAL ANALYSIS:

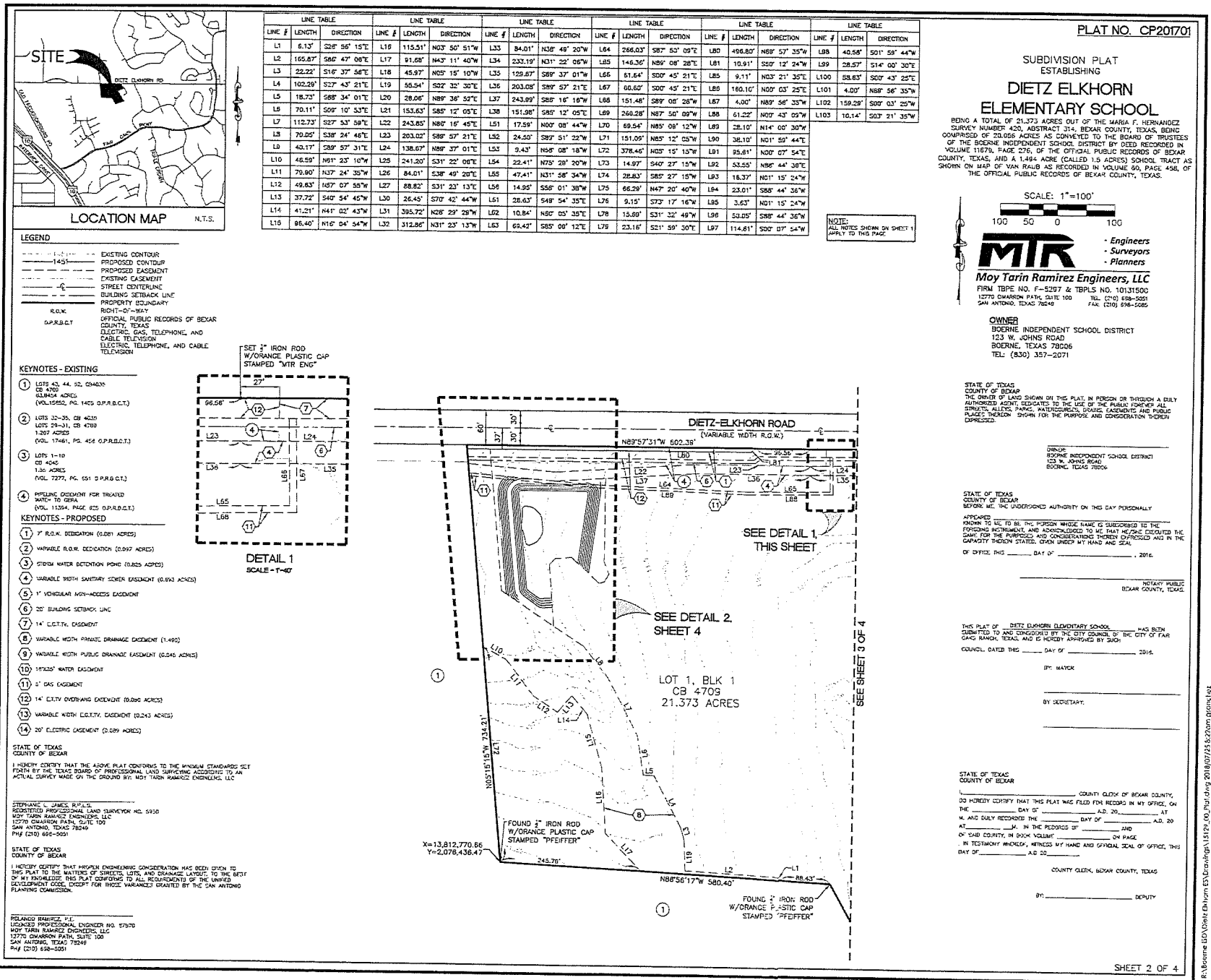
Sec. 212.006 (a) of the Texas Local Government Code titled, Authority Responsible for Approval Generally, states the following:

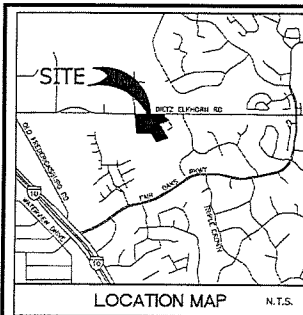
"The municipal authority responsible for approving plats under this subchapter is the municipal planning commission or, if the municipality has no planning commission, the governing body of the municipality. The governing body by ordinance may require the approval of the governing body in addition to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

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda







LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED EASEMENT
- EXISTING EASEMENT
- STREET CENTERLINE
- BUILDING SETBACK LINE
- PROPERTY BOUNDARY
- R.O.W.
- OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- ELECTRIC, GAS, TELEPHONE, AND CABLE TELEVISION

KEYNOTES - EXISTING

- LOTS 43, 44, 52, CB4035 OR 4709 (VOL. 1052, PG. 1005 C.P.R.B.C.T.)
- LOTS 32-33, CB 4033 (VOL. 28-31, CB 4709 1.227 ACRES (VOL. 17461, PG. 438 C.P.R.B.C.T.)
- LOTS 1-10 21.4045 1.35 ACRES (VOL. 7277, PG. 651 C.P.R.B.C.T.)
- W/PLANE EASEMENT FOR TRUNK WATER TO 5899 (VOL. 11234, PAGE 603 C.P.R.B.C.T.)

KEYNOTES - PROPOSED

- 1" R.O.W. DESIGNATION (0.661 ACRES)
- VARIABLE R.O.W. DESIGNATION (0.697 ACRES)
- STORM WATER DESIGNATION POND (0.305 ACRES)
- VARIABLE WIDTH SANITARY SEWER EASEMENT (0.463 ACRES)
- 1" VEHICULAR HIGH-ACCESS EASEMENT
- 20' BUILDING SETBACK LINE
- 14' E.C.T.V. EASEMENT
- VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT (1.439)
- VARIABLE WIDTH PUBLIC DRAINAGE EASEMENT (0.045 ACRES)
- 18" DRAINAGE WATER EASEMENT
- 9" GAS EASEMENT
- 14' E.C.T.V. DRAINAGE EASEMENT (0.080 ACRES)
- VARIABLE WIDTH E.C.T.V. EASEMENT (0.243 ACRES)
- 20' ELECTRIC EASEMENT (0.086 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 TARN RAMIREZ ENGINEERS, LLC.

STEPHAN L. JAMES, P.E.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5590
MOY TARN RAMIREZ ENGINEERS, LLC
12770 CHAMBERLAIN PATH, SUITE 100
SAN ANTONIO, TEXAS 78240
PH: (210) 693-5051

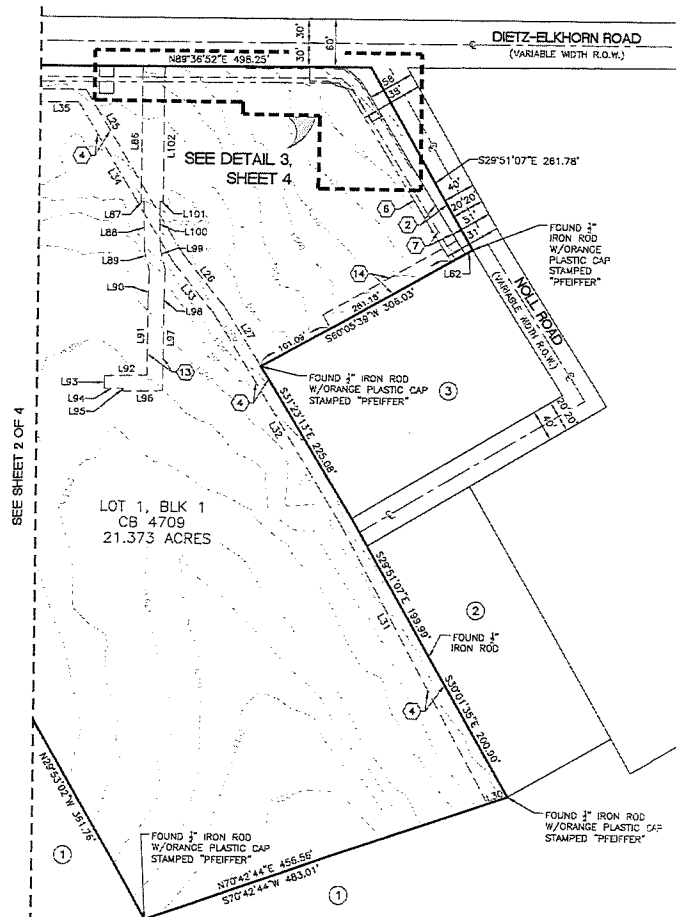
STATE OF TEXAS

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 UNITED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

ROLANDO RAMIREZ, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 87670
MOY TARN RAMIREZ ENGINEERS, LLC
12770 CHAMBERLAIN PATH, SUITE 100
SAN ANTONIO, TEXAS 78240
PH: (210) 693-5051

LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	6.13'	S20° 56' 15"E	L16	115.51'	N03° 50' 51"W	L33	84.01'	N38° 49' 20"W	L54	266.03'	S87° 50' 09"E	L80	496.80'	N85° 57' 35"W	L98	40.58'	S01° 59' 44"W
L2	165.87'	S86° 47' 08"E	L17	91.68'	M43° 11' 40"W	L34	233.19'	N31° 22' 08"W	L55	146.26'	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	L56	61.84'	S00° 45' 21"E	L82	9.11'	N03° 21' 35"E	L100	58.83'	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	L57	65.60'	S00° 45' 21"E	L83	160.10'	N00° 03' 25"E	L101	4.00'	N89° 56' 35"W
L5	18.73'	S88° 34' 01"E	L20	28.06'	N89° 16' 52"E	L37	243.98'	S86° 16' 16"W	L58	151.48'	S89° 08' 28"W	L84	4.00'	N89° 56' 35"W	L102	159.23'	S00° 03' 25"W
L6	70.11'	S09° 10' 53"E	L21	153.63'	S85° 12' 05"E	L38	151.88'	S85° 12' 05"E	L59	286.28'	N87° 50' 08"W	L85	61.22'	N00° 43' 09"W	L103	12.14'	S03° 21' 35"W
L7	112.73'	S27° 53' 59"E	L22	243.85'	N86° 16' 45"E	L39	17.59'	N00° 08' 44"W	L60	69.54'	N85° 09' 12"W	L86	28.10'	N14° 02' 30"W			
L8	70.05'	S38° 24' 46"E	L23	203.02'	S89° 57' 21"E	L40	24.50'	S89° 51' 22"W	L61	151.09'	N89° 12' 05"W	L87	38.10'	N01° 59' 44"E			
L9	40.17'	S89° 57' 31"E	L24	136.67'	N89° 37' 01"E	L41	9.43'	N58° 09' 18"W	L62	378.48'	N05° 15' 15"W	L88	95.61'	N00° 07' 54"E			
L10	46.58'	N81° 23' 10"W	L25	241.20'	S31° 22' 06"E	L42	22.41'	N75° 29' 20"W	L63	14.97'	S40° 27' 15"W	L89	52.55'	N88° 44' 35"E			
L11	79.90'	N37° 24' 35"W	L26	84.01'	S38° 49' 20"E	L43	47.41'	N31° 58' 34"W	L64	28.83'	S85° 27' 15"W	L90	16.37'	N01° 15' 24"W			
L12	49.83'	N57° 07' 55"W	L27	88.82'	S31° 23' 13"E	L44	14.95'	S80° 01' 28"W	L65	68.28'	N47° 20' 46"W	L91	23.01'	S88° 44' 36"W			
L13	37.72'	S40° 54' 45"W	L28	26.45'	S70° 42' 44"W	L45	28.63'	S43° 54' 35"E	L66	9.15'	S73° 17' 16"W	L92	3.63'	N01° 15' 24"W			
L14	41.21'	N41° 02' 43"W	L29	395.72'	N08° 28' 29"W	L46	10.84'	N60° 05' 35"E	L67	15.69'	S31° 33' 49"W	L93	50.05'	S88° 44' 36"W			
L15	68.40'	N16° 04' 54"W	L30	312.86'	N31° 23' 13"W	L47	88.42'	S85° 09' 12"E	L68	23.16'	S21° 59' 30"E	L94	114.81'	S00° 07' 54"W			



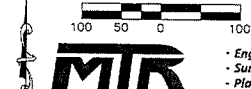
PLAT NO. CP201701

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 11678, PAGE 278, 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'



Moy Tarn Ramirez Engineers, LLC

FIRM TYPE NO. F-5287 & TPLS NO. 10131500
12770 CHAMBERLAIN PATH, SUITE 100
SAN ANTONIO, TEXAS 78240
TEL: (210) 693-5051
FAX: (210) 698-0085

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, DELEGATES TO THE USE OF THE PUBLIC ENGINEER ALL STREETS, ALLEYS, RAILS, WATERCOURSES, DRAINAGE EASEMENTS AND PUBLIC PLAZAS THEREON, SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

DIVISION
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 OR SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IS THE CAPACITY THEREIN STATED, SIGNED UNDER MY HAND AND SEAL.

OF OFFICE, THIS _____ DAY OF _____, 2018.

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 FAR GAMES, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL, DATED THIS _____ DAY OF _____, 2018.

BY MAYOR

BY SECRETARY

STATE OF TEXAS

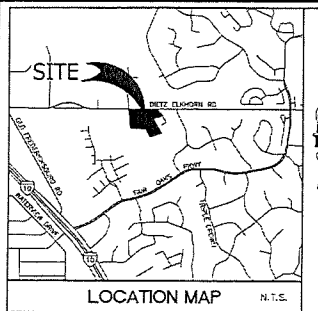
COUNTY OF BEXAR

I, _____ COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20____, AT _____ A.M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 20____, AT _____ A.M. IN THE RECORDS OF _____ AND _____ OF BEXAR COUNTY, IN BOOK _____ VOLUME _____ ON PAGE _____ IN TESTIMONY WHEREOF, I WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS DAY OF _____, A.D. 20____.

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY _____ DEPUTY

SHEET 3 OF 4



- LEGEND**
- EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - STREET CENTERLINE
 - BUILDING SETBACK LINE
 - PROPERTY BOUNDARY
 - R.O.W. RIGHT-OF-WAY
 - O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 - ELECTRIC, GAS, TELEPHONE, AND CABLE TELEVISION

- KEYNOTES - EXISTING**
1. LOTS 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

- KEYNOTES - PROPOSED**
1. 7' R.O.W. DEDICATION (0.001 ACRES)
 2. VARIABLE R.O.W. DEDICATION (0.087 ACRES)
 3. STORM WATER DETENTION POND (0.025 ACRES)
 4. VARIABLE WIDTH SANITARY SEWER EASEMENT (0.003 ACRES)
 5. 1' VEHICULAR NON-ACCESS EASEMENT
 6. 20' BUILDING SETBACK LINE
 7. 1' ELEC. EASEMENT
 8. VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT (1.430)
 9. VARIABLE WIDTH PUBLIC DRAINAGE EASEMENT (0.043 ACRES)
 10. 10'25" WATER EASEMENT
 11. 5' GAS EASEMENT
 12. 14' E.T.V. OVERHEAD EASEMENT (0.062 ACRES)
 13. VARIABLE WIDTH E.T.V. EASEMENT (0.243 ACRES)
 14. 20' ELECTRIC EASEMENT (0.049 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 TARN RAMIREZ ENGINEERS, L.L.C.

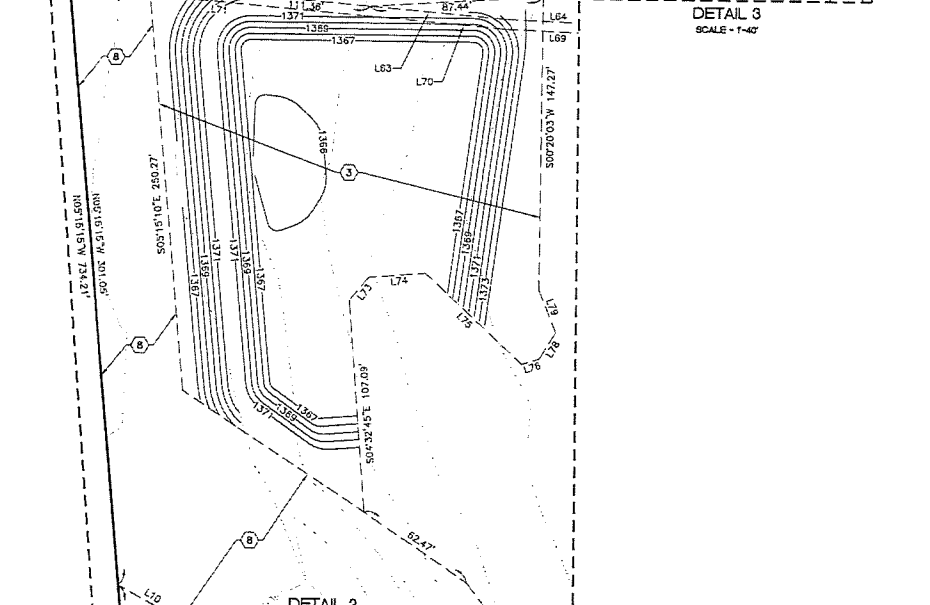
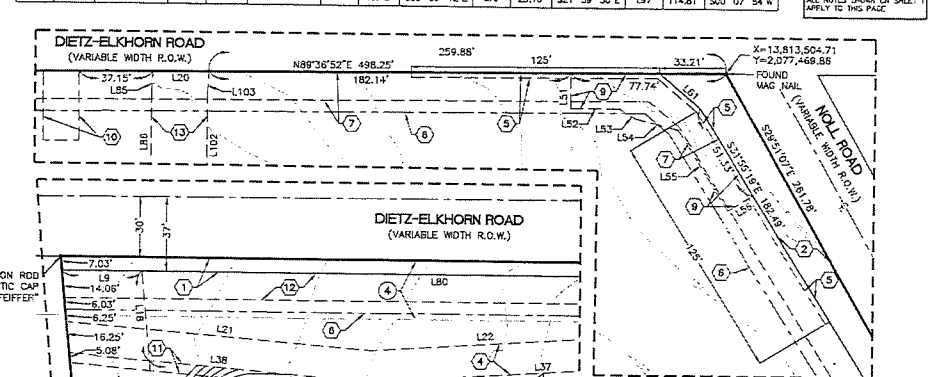
STEPHAN L. JAMES, R.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5820
MOY TARN RAMIREZ ENGINEERS, L.L.C.
12770 CHAMBERLAIN PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
PH: (210) 696-5001

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 BOUNDARY LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNITED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

POLANDO RAMIREZ, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 47670
MOY TARN RAMIREZ ENGINEERS, L.L.C.
12770 CHAMBERLAIN PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
PH: (210) 696-5001

LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	5.13'	S28° 56' 15"E	L16	115.51'	N03° 50' 51"W	L31	84.01'	N25° 49' 20"W	L46	266.23'	S07° 50' 59"E	L61	496.80'	N09° 57' 35"W	L76	40.58'	S01° 59' 44"W
L2	165.87'	S08° 47' 06"E	L17	91.68'	N43° 11' 40"W	L32	233.10'	N31° 22' 06"W	L47	146.36'	N09° 08' 28"E	L62	10.91'	S50° 12' 24"W	L77	28.57'	S14° 00' 30"E
L3	22.22'	S16° 37' 59"E	L18	45.97'	N05° 15' 10"W	L33	129.67'	S08° 27' 51"W	L48	61.64'	S00° 45' 21"E	L63	9.11'	N03° 21' 35"E	L78	58.63'	S00° 43' 28"E
L4	102.29'	S27° 43' 21"E	L19	55.54'	S02° 32' 30"E	L34	203.08'	S09° 57' 21"E	L49	66.60'	S00° 45' 21"E	L64	160.10'	N00° 03' 25"E	L79	4.00'	N08° 56' 35"W
L5	16.75'	S08° 34' 01"E	L20	28.06'	N09° 36' 53"E	L35	17.50'	N00° 08' 44"W	L50	69.54'	N03° 00' 12"W	L65	61.22'	N00° 43' 09"W	L80	10.14'	S03° 21' 35"W
L6	70.11'	S07° 10' 53"E	L21	153.63'	S05° 12' 05"E	L36	151.98'	S05° 12' 05"E	L51	151.09'	N05° 15' 15"W	L66	36.10'	N01° 59' 44"E			
L7	112.73'	S27° 53' 59"E	L22	243.89'	N06° 16' 45"E	L37	243.69'	S09° 16' 16"W	L52	28.10'	N14° 00' 30"W	L67	18.37'	N01° 15' 24"W			
L8	70.05'	S26° 24' 40"E	L23	203.02'	S09° 57' 21"E	L38	24.50'	S09° 51' 22"W	L53	95.61'	N00° 07' 54"E	L68	23.01'	S08° 44' 36"W			
L9	40.17'	S09° 57' 31"E	L24	136.67'	N09° 37' 01"E	L39	9.43'	N08° 08' 18"W	L54	28.63'	S05° 20' 15"W	L69	50.05'	S05° 44' 36"W			
L10	46.59'	N01° 23' 10"W	L25	241.20'	S31° 22' 06"E	L40	22.41'	N05° 29' 20"W	L55	14.97'	S40° 20' 15"W	L70	16.37'	N01° 15' 24"W			
L11	79.90'	N37° 24' 35"W	L26	84.01'	S38° 49' 20"E	L41	47.41'	N31° 58' 54"W	L56	28.63'	S05° 20' 15"W	L71	15.69'	S31° 32' 49"W			
L12	49.63'	N57° 07' 55"W	L27	88.82'	S31° 22' 13"E	L42	14.95'	S39° 01' 38"W	L57	66.29'	N47° 20' 40"W	L72	9.15'	S73° 17' 16"W			
L13	37.72'	S40° 54' 45"W	L28	20.45'	S70° 42' 44"W	L43	26.63'	S40° 54' 30"E	L58	9.15'	S73° 17' 16"W	L73	15.69'	S31° 32' 49"W			
L14	41.21'	N41° 02' 43"W	L29	395.72'	N28° 29' 29"W	L44	10.84'	N60° 05' 35"E	L59	15.69'	S31° 32' 49"W	L74	23.18'	S31° 59' 30"E			
L15	86.40'	N18° 04' 54"W	L30	312.86'	N31° 23' 13"W	L45	80.42'	S05° 09' 12"E	L60	114.81'	S00° 07' 54"W	L75					



PLAT NO. CP201701

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 576, 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"=40'

MTR

Engineers
Surveyors
Planners

Moy Tarn Ramirez Engineers, LLC
FIRM TYPE NO. F-5257 & TEMPL NO. 10131500
12770 CHAMBERLAIN PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
TEL: (210) 696-5001
FAX: (210) 696-5005

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

STATE OF TEXAS
COUNTY OF BEXAR

THE DEED OF LAND SHOWN ON THIS PLAT IN WHOLE OR THROUGH A DAUGHTER AUTHORIZED AGENT, DELEGATED TO THE USE OF THE PUBLIC PROVIDER ALL STREETS, ALLEYS, PARKS, WATERWAYS, DRAINAGE, 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
PAID 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, GIVE UNDER MY HAND AND SEAL.

OF OFFICE THIS _____ DAY OF _____, 2018.

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 FARWELL, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL DATED THIS _____ DAY OF _____, 2018.

BY: MAYOR _____

BY: SECRETARY _____

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20____, AT _____ M. AND DAVID RECEIVED THE _____ DAY OF _____, A.D. 20____, AT _____ M. IN THE RECORDS OF _____ AND OF SAID COUNTY, IN BOOK VOLUME _____ ON PAGE _____, IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL OF OFFICE, THIS DAY OF _____, A.D. 20____.

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____ DEPUTY



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 16, 2018

AGENDA TOPIC: Approval of the preliminary plat that establishes the Arbors Unit 2
DATE: August 16, 2018
DEPARTMENT: Public Works
PRESENTED BY: Adrian Garcia, P.E., Manager of Engineering Services (Consent Agenda)

INTRODUCTION/BACKGROUND:

In November 2015 a Preliminary Plat, establishing the Preserve at Fair Oaks, was submitted to the Public Works Department by KFW Engineers & Surveying (KFW). This tract of land is contained in the approximately 145 acres generally referred to as the "Owen's Tract". In February 2016 a development agreement was signed by the City of Fair Oaks Ranch, Dianne Owens, and Scott Felder Homes for the approximately 145 acre tract. The development agreement contained a maximum of 91 residential lots with a dedicated "Preserve Area". This subdivision was renamed to the Arbors at Fair Oaks Ranch and more information on the proposed units can be found in the table below.

Arbors Unit	Approval Date	Total Area (ac)	Residential Lots
1	12/15/2016	24.20	44
2	N/A	46.56	47
3	N/A	74.89	0
Total	-	145.65	91

The future, Arbors Unit 3, subdivision will contain the dedicated "Preserve Area" for conveyance to the Fair Oaks Ranch Homeowner's Association or the City of Fair Oaks Ranch, per the development agreement. Any conveyance will require the "Preserve Area" to remain in its natural state with minimal improvements that provide accessibility.

In January 2018, the City received a preliminary plat establishing the Arbors Unit 2 at Fair Oaks Ranch. After rounds of review and comments, KFW submitted an updated preliminary plat on July 30, 2018.

The updated preliminary plat has satisfied all of the requirements of the City's Subdivision Ordinance.

The Public Works Department recommends approval of the preliminary plat that establishes Arbors Unit 2.

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

The Planning and Zoning commission voted to recommend approval of this plat at their August 9th, 2018 meeting.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

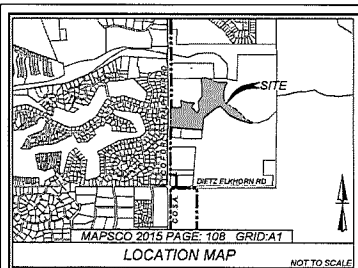
LEGAL ANALYSIS:

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:

Consent Agenda



UTILITIES 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 OF OPERATION OF THE UTILITIES, AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE CITY SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL, AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S 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.

DRAINAGE EASEMENT

DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, DRAINAGE, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES (THE "DRAINAGE SYSTEM").

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM, THE RIGHT TO CHANGE THE SIZE THEREOF, THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM, THE RIGHT TO CREATE AND/OR REDUCE A STREAM COURSE, RUTS, OR DUG OUT SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EASEMENTS WITHIN THE DRAINAGE SYSTEM, THE RIGHT TO ERECT AND/OR BARRIERS, WATER GAUGES, 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 LAND 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 COMMERCIALLY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL, AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

STATE OF TEXAS

COUNTY OF BEXAR

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

BLAINE LOPEZ
REGISTERED PROFESSIONAL ENGINEER

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS

COUNTY OF BEXAR

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

KYLE L. PRESSLER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5528
KFW SURVEYING, LLC
3421 PASADENAS PKWY, STE 200
SAN ANTONIO, TEXAS 78231
PHONE: 210-875-8444
FAX: 210-875-6499

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

C.P.S. NOTES:

THE CITY OF FAIR OAKS RANCH AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATING THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "AND/OR EASEMENT," "SERVICE EASEMENT," "OVERHEAD EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANDING OR BURNING WIRES, CABLES, CONDUITS, PHYLINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND "RIGHT-OF-WAY AREAS," AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREON, IT IS AGREED AND UNDERSTOOD THAT NO BUILDING, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.

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

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

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

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

FENCE NOTES:

DATE'S ACCESS EASEMENT, DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.

DISTRIBUTIONS OF DRAINAGE ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL FLOOD AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS. DEFLECTOR ASSESSMENT.

ASSESSMENT AND COLLECTION OF THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES' IMPACT FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY ORDINANCE NO. 143.6 CHAPTER 10 ARTICLE 10.02

GENERAL NOTES:

1. 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.

2. FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS.

3. THIS PLAT CONSISTS OF 47 RESIDENTIAL LOTS AND 3 GREEN BELTS AND 1 PRIVATE STREET.

4. THE CONTIGUOUS SHOWN ON THIS PLAT ARE FROM AERIAL PHOTOGRAPHY. KFW ENGINEERS & SURVEYING DOES NOT CERTIFY TO THE ACCURACY OF THE AERIAL MENTIONED AERIAL PHOTO.

5. EACH BUILDING SHALL BE REQUIRED TO PLANT TWO TREES PER LOT WITH A GAUPEL AT LEAST TWO AND ONE - HALF INCHES (2 1/2").

6. LOT 100, 101 & 102 ARE DESIGNATED AS A DRAINAGE EASEMENT. LOT 100 IS ALSO DESIGNATED AS A BLANKET NON-EXCLUSIVE WORKS/ACCESS EASEMENT TO FURTHER BE DEFINED BY SEPARATE DOCUMENTS. LOT 100 DESIGNATED AS PRIVATE STREET.

7. LOT 100 IS DESIGNATED AS A LANDSCAPE, NON-VEHICULAR ACCESS, DRAINAGE, WATER, SANITARY SEWER, GAS, ELECTRIC, TELEPHONE, AND C.A. T.V. EASEMENT.

SURVEYOR NOTES:

1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANT COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 40N, NORTH AMERICAN DATUM 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.0007.
4. PORTIONS OF THE RECOVERED PROPERTY 10 IN 20N.E. AREAS DETERMINED TO BE OUTSIDE THE 0.25% ANNUAL CHANCE FLOODPLAIN, AREAS OF 0.25% ANNUAL CHANCE FLOODPLAIN, ZONE 40N, AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN AND ZONE 40N FLOODWAY AREAS IN ZONE 40N AS SCALED FROM FEMA MAP 103 OF 1983, COMMUNITY PANEL NO. 480282105F, DATED SEPTEMBER 28, 2010.

OWNER/DEVELOPER:
S.F. FAIR OAKS DEVELOPMENT, LLC
8200 N. MO PAC STE. 300
AUSTIN, TX 78759

PLAT ESTABLISHING ARBORS AT FAIR OAKS RANCH, UNIT 2

BEING A 43.56 ACRE TRACT OF LAND, OUT OF THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, ABSTRACT 257, COUNTY BLOCK 4741, BEXAR COUNTY, TEXAS AND BEING A PORTION OF A 145.4 ACRE TRACT OF LAND CONVEYED TO S.F. FAIR OAKS DEVELOPMENT, LLC, OF RECORD IN VOLUME 17283 PAGE 1589 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

KFW
ENGINEERS + SURVEYING
3421 PASADENAS PKWY, STE 200, SAN ANTONIO, TX 78231
Phone: (210) 875-8444 • Fax: (210) 875-6441
TUE-FRI 9:00-5:00 • TUE-FRI 9:00-5:00

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, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER: S.F. FAIR OAKS DEVELOPMENT, LLC.

DULY AUTHORIZED AGENT: _____

STATE OF TEXAS

COUNTY OF BEXAR

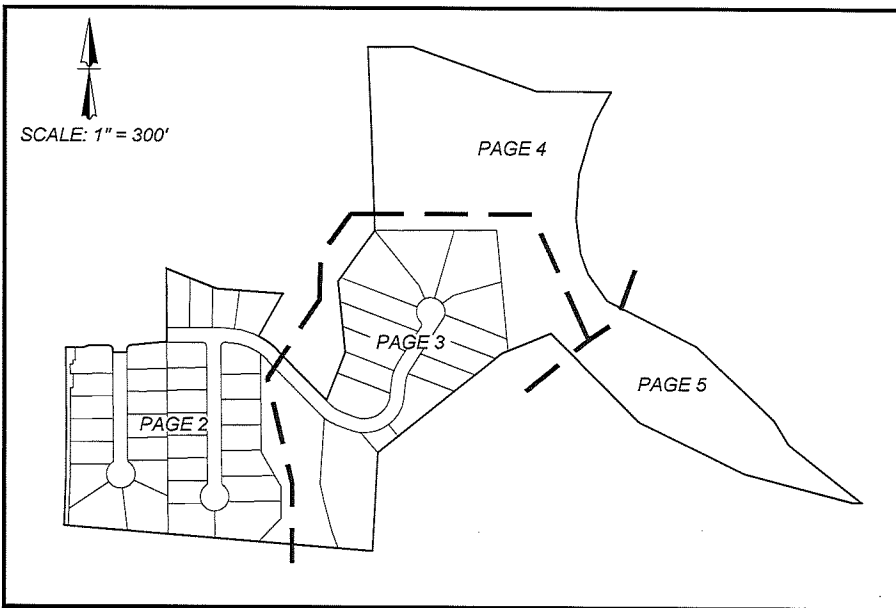
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND AWARE OF THE FACTS AND THE EXISTENCE OF THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LEGEND

- SETBACK FROM ROAD WITH BLUE CAP STAMPED "KFW SURVEYING"
- RIGHT-OF-WAY
- DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- VOLUME
- PAGE
- NEW CITY BLOCK
- ELECTRIC, GAS, TELEPHONE, & CABLE TELEVISION EASEMENT



Line #	Length	Direction
L1	60.60'	S89° 44' 55"E
L2	22.93'	N69° 10' 03"E
L3	68.11'	S89° 44' 55"E
L4	10.25'	S00° 30' 01"E
L5	50.00'	N89° 29' 59"E
L6	10.55'	N00° 30' 01"W
L7	116.58'	N84° 06' 08"E
L8	10.80'	S89° 44' 55"E
L9	50.00'	N00° 15' 05"E
L10	75.32'	S20° 27' 42"E
L11	116.75'	S34° 48' 48"E
L12	100.05'	S31° 22' 49"E
L13	32.26'	N88° 07' 59"W
L14	57.69'	S69° 38' 14"E
L15	51.84'	N05° 50' 19"E
L16	51.84'	S05° 50' 19"W
L17	57.69'	N69° 38' 14"W
L18	2.54'	N89° 44' 55"W
L19	112.38'	N43° 40' 39"E
L20	111.84'	N00° 14' 31"W

Line #	Length	Direction
L31	10.00'	N89° 29' 59"E
L32	50.00'	N00° 30' 01"W
L33	33.54'	N00° 30' 01"W
L34	10.25'	N89° 29' 59"E
L35	15.00'	N00° 30' 01"W
L36	8.00'	N89° 29' 59"E
L37	45.00'	N00° 30' 01"W

Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.37'	15.00'	89°14'54"	21.07'	S45°07'28"E
C2	22.15'	15.00'	84°38'09"	20.19'	N41°48'03"E
C3	82.78'	255.00'	18°35'59"	82.42'	S53°33'31"E
C4	348.92'	5789.58'	3°27'11"	348.87'	N01°13'34"E
C5	13.62'	15.00'	52°01'12"	13.16'	S26°30'38"E
C6	247.87'	50.00'	28°40'25"	61.54'	S89°28'59"W
C7	13.62'	15.00'	52°01'12"	13.16'	N26°30'38"E
C8	202.46'	255.00'	45°29'24"	197.18'	S67°00'13"E
C9	37.60'	85.00'	25°20'42"	37.29'	S50°55'53"E
C10	164.00'	90.00'	104°24'27"	142.24'	N58°11'33"E
C11	68.92'	150.00'	26°19'28"	68.31'	N19°00'03"E
C12	20.07'	15.00'	76°39'27"	18.51'	N06°00'56"W
C13	223.98'	50.00'	256°39'27"	78.45'	N83°59'04"E
C14	45.94'	100.00'	26°19'28"	45.54'	S18°09'03"W
C15	255.12'	140.00'	104°24'27"	221.25'	S58°11'33"W
C16	59.72'	135.00'	25°20'42"	59.23'	N56°55'53"W
C17	162.76'	205.00'	45°29'24"	158.52'	N67°00'13"W
C18	23.76'	15.00'	90°45'08"	21.35'	S44°52'32"W
C19	13.62'	15.00'	52°01'12"	13.16'	S26°30'38"E
C20	247.87'	50.00'	28°40'25"	61.54'	S89°28'59"W

Curve #	Length	Radius	Delta	Chord	Chord Bearing
C21	13.62'	15.00'	52°01'12"	13.16'	N26°30'38"E
C22	23.37'	15.00'	89°14'54"	21.07'	N45°07'28"W
C23	31.08'	205.00'	8°41'16"	31.05'	S48°36'08"E
C26	9.52'	15.00'	36°22'24"	9.36'	N34°20'22"W
C27	58.24'	5804.58'	0°34'30"	58.24'	N02°40'10"E
C28	153.92'	5804.58'	1°32'21"	155.92'	N01°36'45"E
C29	80.01'	5804.58'	0°47'23"	80.01'	N00°26'33"E
C30	56.07'	5804.58'	0°33'13"	56.07'	N00°19'25"W
C31	350.25'	5804.58'	3°27'28"	350.19'	S01°13'41"W

THIS PLAT OF ARBORS AT FAIR OAKS RANCH, UNIT 2, 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. 20 _____

BY: _____

NOTARY

BY: _____

SECRETARY

STATE OF TEXAS

COUNTY OF BEXAR

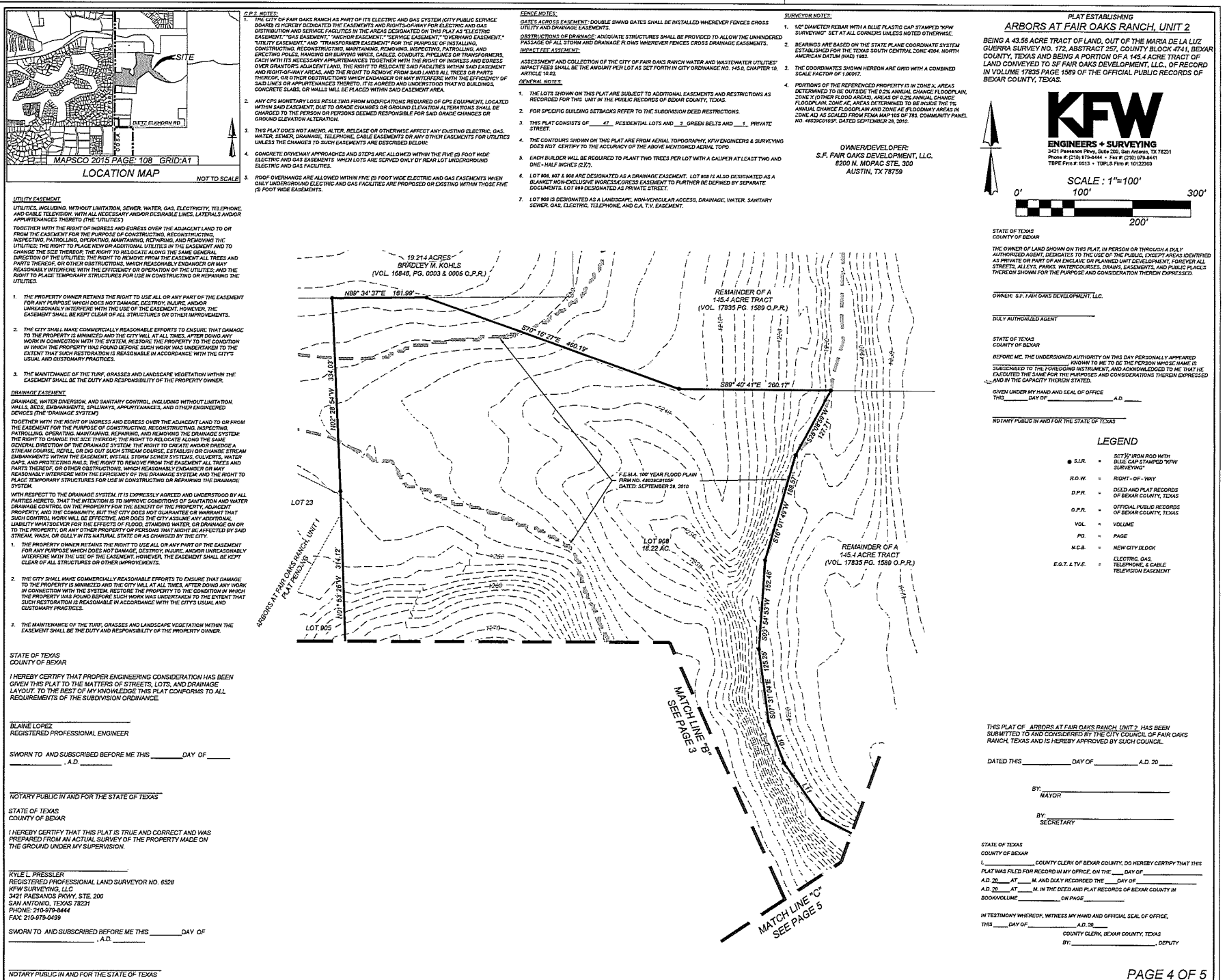
I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20 _____ AT _____ M. AND DULY RECORDED IN THE _____ DAY OF _____, 20 _____ AT _____ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY IN BOOK _____ VOLUME _____ ON PAGE _____

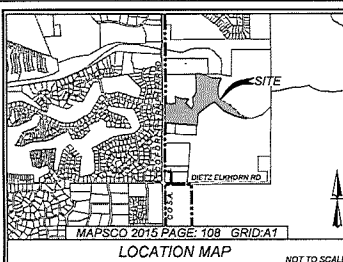
IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20 _____

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____, DEPUTY







NOT TO SCALE

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

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

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE CITY SHALL MAKE COMMERCIAL REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S 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.

DRAINAGE EASEMENT

DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BODS, DAMMANTMENTS, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES (THE "DRAINAGE SYSTEM").

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM; THE RIGHT TO CREATE AND/OR REDUCE A STREAM COURSE, REBELL, OR DISCHARGE STREAM COURSE; ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT; INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER GAPS, AND PROTECTIVE 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 OF THE PROPERTY OWNER, AND THE 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 CULLY IN ITS NATURAL STATE OR AS CHANGED BY THE CITY.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE CITY SHALL MAKE COMMERCIAL REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

STATE OF TEXAS
COUNTY OF BEXAR

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

BLAINE LOPEZ
REGISTERED PROFESSIONAL ENGINEER

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

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

KYLE L. PRESSLER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 8528
KFW SURVEYING, LLC
3421 PASADENA PKWY, SUITE 200
SAN ANTONIO, TEXAS 78231
PHONE: 210-879-8444
FAX: 210-879-6499

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

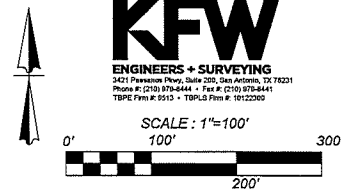
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

- C.P.S. NOTES:**
1. THE CITY OF FAIR OAKS RANCH AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE) IS HEREBY DEDICATED THE EASEMENTS AND RIGHT-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRADUALLY ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH CHANGES OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREIN. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
 2. ANY CP'S MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CP'S EQUIPMENT, LOCATED WITHIN SAID EASEMENT, 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 ALTERATION.
 3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.
 4. CONCRETE DRIVEWAY APPROACHES AND STEPS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY NEAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
 5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

- FENCE NOTES:**
- LATER ACROSS EASEMENT DOUBLE SWING GATES SHALL BE 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.
- ADDITIONAL EASEMENTS:**
- ASSESSMENT AND COLLECTION OF THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES' IMPACT FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY ORDINANCE NO. 143.8, CHAPTER 10, ARTICLE 10.05.
- GENERAL NOTES:**
1. 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.
 2. FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS.
 3. THIS PLAT CONSISTS OF _____ 47 _____ RESIDENTIAL LOTS AND _____ 3 _____ GREEN BELTS AND _____ 1 _____ PRIVATE STREET.
 4. THE CONTROLS SHOWN ON THIS PLAT ARE FROM ACTUAL TOPOGRAPHY, KFW ENGINEERS & SURVEYING DOES NOT GUARANTEE TO THE ACCURACY OF THE ABOVE MENTIONED ACTUAL TOPO.
 5. EACH BUILDER SHALL BE REQUIRED TO PLANT TWO TREES PER LOT WITH A CALIPER AT LEAST TWO AND ONE-HALF INCHES (2 1/2").
 6. LOT 808, 807 & 809 ARE DESIGNATED AS A DRAINAGE EASEMENT. LOT 808 IS ALSO DESIGNATED AS A BLANKET NON-EXCLUSIVE INDEMNITY EASEMENT TO FURTHER BE DEFINED BY SEPARATE DOCUMENTS. LOT 809 DESIGNATED AS PRIVATE STREET.
 7. LOT 809 IS DESIGNATED AS A LANDSCAPE, NON-VEHICULAR ACCESS, DRAINAGE, WATER, SANITARY SEWER, GAS, ELECTRIC, TELEPHONE, AND C.A. T.V. EASEMENT.

- SURVEYOR NOTES:**
1. 1/2" DIAMETER IRON WITH A BLUE PLASTIC CAP STAMPED "101W SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
 2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 42N, NORTH AMERICAN DATUM 1983.
 3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017.
 4. PORTIONS OF THE REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 2-26 ANNUAL CHANCE FLOODPLAIN, ZONE X (OTHER FLOOD AREAS, AREAS OF 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE A, AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN AND ZONE A, (FLOODWAY AREAS IN CONCORD AS SCALED FROM FEMA MAP 150 OF THE COMMUNITY PANEL NO. 48036R105, DATED SEPTEMBER 28, 2010).

OWNER/DEVELOPER:
S.F. FAIR OAKS DEVELOPMENT, LLC.
8200 N. MOPAC STE. 300
AUSTIN, TX 78759



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, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER: S.F. FAIR OAKS DEVELOPMENT, LLC.

DULY AUTHORIZED AGENT

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 DECEUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LEGEND

- S.U.R. = SETBACK FROM ROAD WITH BLUE CAP STAMPED "KFW SURVEYING"
- R.O.W. = RIGHT-OF-WAY
- D.P.R. = DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- O.P.R. = OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- VOL. = VOLUME
- P.G. = PAGE
- N.C.B. = NEW CITY BLOCK
- E.G.T. & T.V.E. = ELECTRIC, GAS, TELEPHONE, & CABLE TELEVISION EASEMENT

THIS PLAT OF "ARBORS AT FAIR OAKS RANCH UNIT 2" 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. 20 _____

BY: _____
MAYOR

BY: _____
SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20 _____, AT _____ M. AND WAS RECORDED IN THE _____ DAY OF _____, A.D. 20 _____, IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY IN BOOK/VOLUME _____, ON PAGE _____.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE,
THIS _____ DAY OF _____, A.D. 20 _____

BY: _____, COUNTY CLERK, BEXAR COUNTY, TEXAS
BY: _____, DEPUTY



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 16, 2018

AGENDA TOPIC: Approval of Council Member Patel's absence from the August 2, 2018 City Council Meeting.

DATE: N/A

DEPARTMENT: City Council

PRESENTED BY: Council Member Patel (Consent Agenda)

INTRODUCTION/BACKGROUND:

Council Member Patel was unable to attend the August 2, 2018 City Council meeting due to professional work commitment.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Section 3.09 of the Home Rule Charter

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda.



CITY COUNCIL CONSIDERATION ITEM

City of Fair Oaks Ranch, Texas

August 16, 2018

AGENDA ITEM: Discussion and possible action authorizing the City Manager to sign Contracts for the Collection of Delinquent Property Taxes with Perdue, Brandon, Fielder, Collins & Mott, LLP

DATE: October 1, 2018 Start Date

DEPARTMENT: Administration

PRESENTED BY: Assistant City Manager, C. Vanzant

INTRODUCTION/BACKGROUND:

On May 17, 2018, the City Council authorized the City Manager to sign an Interlocal Agreement for Tax Assessment and Collection of Property Taxes with Bexar County Tax Office, effective October 1, 2018. Previously, the City contracted with Kendall Appraisal District for such and, pursuant to the Contract terms, the City utilized the law firm contracted with Kendall Appraisal District for the collection of Fair Oaks Ranch delinquent property taxes.

As the Agreement with Bexar County Tax Office states, "The City of Fair Oaks Ranch shall execute a contract with any competent attorney or law firm for the collection delinquent taxes", staff was tasked with evaluating options for said service. After a review of firms, staff recommends contracting with Perdue, Brandon, Fielder, Collins & Mott, LLP due to the following:

1. Through the City's previous Kendall Appraisal Contract, Perdue has been servicing Fair Oaks Ranch for over 10 years and as such, has an established rapport with city staff.
2. They have been in existence since 1970 and primarily focus on collection of delinquent ad valorem taxes.
3. Their proven collection methodology is to collect the most current year delinquent taxes first.
4. They provide assistance with the state-required Truth-in-Taxation process in adopting tax rates each year, at no cost to the City.

Mr. John Banks, Managing Attorney-Austin Office of Perdue Brandon, will attend the meeting to meet the City Council and to answer any questions.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Compliance with Texas Tax Code 6.30 - contracting with a competent attorney to represent the City to enforce the collection of delinquent taxes.
2. Will provide an efficient, non-disruptive transition period.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not applicable

LEGAL ANALYSIS:

Legal reviewed and approved attached Contract.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a contract for the collection of delinquent taxes with Perdue, Brandon, Fielder, Collins & Mott, LLP.

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

THIS CONTRACT is made and entered into by and between the **CITY OF FAIR OAKS RANCH** (hereinafter called "CITY"), a political subdivision of the State of Texas, acting by and through its city council, and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**, Attorneys at Law, or their duly authorized representatives (hereinafter called the "FIRM").

I.

CITY agrees to employ and does hereby employ the FIRM to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to CITY or any of the taxing entities for which it collects, which CITY's tax collector refers to the FIRM, provided current years taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior year become subject to the terms of this contract on the 1st day of July, of the year in which they become delinquent; and

B. Taxes that become delinquent during the term of this contract on property that is delinquent for prior years and upon which the FIRM initiates or has initiated legal activity shall become subject to its term on the first day of delinquency.

C. CITY reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the FIRM for collection.

II.

The FIRM is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and is to intervene on behalf of CITY in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The FIRM agrees to advise CITY of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

CITY agrees to pay the FIRM as compensation for services required hereunder fifteen percent (15%) of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to CITY's tax collector. Other taxes, including current taxes, which are turned over to the FIRM by CITY's tax collector because of the necessity of filing claims in Bankruptcy, with other federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the FIRM and the FIRM is entitled to fifteen percent (15%) of any amounts of delinquent taxes, penalties, and interest actually received by CITY and fifteen percent (15%) of current taxes actually received by CITY when such fifteen percent (15%) is recovered from the taxpayer.

V.

CITY agrees to furnish to the FIRM all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due. CITY further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary.

VI.

The instant contract shall take effect and is drawn to cover the period beginning the 1st day of October, 2018, and ending the 30th day of September, 2022, provided that the FIRM shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement is terminated. At the end of the stated four-year term, the contract will automatically renew on a month-to-month basis absent a 30-day written notice from one party to the other of the termination of the contract.

CITY shall have the right to immediately terminate this contract if FIRM is found to have violated any terms of this Contract or any violations of the Texas Supreme Court Rules of Professional Conduct as they pertain to the FIRM's duties under this Contract. FIRM shall be entitled to receive and retain all compensation and sums due under the Contract through the date of termination provided by the CITY herein.

VII.

The FIRM verifies that it is in compliance with and will comply with all provisions of Texas Government Code Section 2270.002 during the term of this contract. In consideration of the terms and compensation here stated, the FIRM hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of CITY by the presiding officer of the governing body who is authorized to execute this instrument by Order heretofore passed and duly recorded in its minutes.

Signed, in duplicate, this _____ day of _____, 2018.

**PERDUE, BRANDON, FIELDER
COLLINS & MOTT, L.L.P.**

CITY OF FAIR OAKS RANCH

JOHN T. BANKS
Partner

TOBIN E. MAPLES
City Manager

ATTEST:

CHRISTINA PICIOCCIO
City Secretary

APPROVED:

DENTON, NAVARRO, ROCHA, BERNAL
& ZECH, P.C
City Attorney



When experience, reputation and performance matter

DELINQUENT TAX ATTORNEY SERVICES CITY OF FAIR OAKS RANCH

John Banks, Partner

jbanks@pbfcmlaw.com

3301 Northland Drive, Suite 505

Austin, TX 78731

p: 512-302-0190

f: 512-302-1802

www.pbfcmlaw.com



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f: 512-302-1802
e: jbanks@pbfcml.com
w: www.pbfcml.com

June 21, 2018

Mr. Tobin Maples, AICP
City Manager
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Re: Proposal for Collection of Delinquent Ad Valorem Taxes

Dear Mr. Maples and Staff:

I serve as the managing attorney of the Austin office of Perdue Brandon. For more than a decade, I have personally handled the delinquent ad valorem tax collections for the City of Fair Oaks Ranch. I appreciate the opportunity to submit our firm's proposal to continue to serve your office and the City of Fair Oaks Ranch in their collection efforts. I have attached our proposal in an electronic format and I will deliver hard copies should you so desire. In the remainder of this letter, allow me to summarize who we are, what services we provide and how we handle those matters set forth in Ms. Vanzant's earlier inquiry.

By way of background, Perdue Brandon has focused its practice on the collection of delinquent ad valorem taxes since 1970. We currently represent more than 2,000 taxing entities, including counties, school districts, cities, special districts and appraisal districts in multiple states. Throughout Texas, we have 12 regional offices with more than 400 staff members, including over 50 attorneys. If selected to continue to represent the City, I will be the attorney responsible for handling the City's collection effort in State Court and Federal Bankruptcy Court.

Perdue Brandon's delinquent tax collection philosophy is to utilize a "personal approach" to obtain payment as quickly as possible. Our program begins with a keen focus on current year delinquencies. An early aggressive collection effort collects accounts which might otherwise become uncollectible. While we are professional and determined, our "personal approach" relies heavily on one-on-one communications with your taxpayers, be it a phone conversation from one of our call center professionals or a personal visit to a local business or residence by one of our attorneys. Our bilingual staff and attorneys are available to assist any Spanish-speaking taxpayers.

Perdue Brandon provides our services for the fee of 15% of the tax, penalty and interest actually collected. The City Fair Oaks Ranch has no out-of-pocket expenses; the fees we earn are paid by the delinquent property owners who make our services necessary.

I, now, take this opportunity to respond to Ms. Vanzant's specific inquiries:

1. How is communication with the taxpayer performed? While all delinquent tax collection firms work within the confines of the Texas Property Tax Code, Perdue Brandon sets itself apart from the competition through our one-on-one communications with your taxpayers. I, personally, perform property visits and regularly meet with business owners and homeowners to fashion an arrangement for payment of their taxes. I welcome the opportunity to sit down with you and discuss my particular approach.
2. How are statutory notices of Texas Tax Code § 33.07, § 33.08, and § 33.11 done? Under your current property tax collection arrangement, Kendall CAD performs the 33.07 mailings while our firm is responsible for the 33.08 and 33.11 mailings. If our firm continues to represent you, we will perform the 33.08 and 33.11 mailings. Moreover, if the Bexar County Tax Office does not perform your 33.07 mailings, we stand ready to perform the mailings at our expense.
3. How are bankruptcy cases handled? In law school, I interned for the late H. Glenn Ayers, former Chief Justice of the United States Bankruptcy Courts for the Western District of Texas. I have been licensed in State Court since 1987. I have been licensed in Federal Court since 1989. I will personally represent the City in bankruptcy matters related to ad valorem tax collections. Regardless of whether the bankruptcy is as close to home as the Western District of Texas or in an out-of-state venue, such as Delaware or New York, our bankruptcy representation is at no cost to the City.
4. Are multiple database programs used to help locate delinquent taxpayers? Absolutely. The firm accesses numerous online search engines that enhance our ability to identify and locate property owners. In addition to public/governmental sites, the firm has subscriptions to: 1) Accurint by LexisNexis, 2) TitleData.com, 3) Countyrecords.com, 4) SOS Direct and 5) Publicdata.com.
5. Types of payment accepted? Methods of payment? We will instruct all taxpayers to remit payment directly to the Bexar County Tax Office by mail, in person or via their website, unless the account is the subject of pending litigation. In the event there is a pending lawsuit, our firm will allow funds to be wired to our IOLTA account or payment can be made through money order/cashier's check. Our office and staff do not accept cash payments.

Thank you for considering us for your future collection needs. If you should have any questions, please contact me via mail at jbanks@pbfc.com or cell (512) 659-4240.

Sincerely,



John Banks

Managing Attorney – Austin Office



CITY COUNCIL CONSIDERATION ITEM

City of Fair Oaks Ranch, Texas

August 16, 2018

AGENDA ITEM: Discussion and possible action authorizing the City Manager to sign Contracts for the Collection of Certain Municipal Liens with Perdue, Brandon, Fielder, Collins & Mott, LLP

DATE: October 1, 2018 Start Date

DEPARTMENT: Administration

PRESENTED BY: Assistant City Manager, C. Vanzant

INTRODUCTION/BACKGROUND:

While working with our City Attorney's office on the collection of delinquent ad valorem tax contract, a recommendation that the City consider contracting with the same firm for including and collecting ad valorem tax judgments on city liens (mowing, demolition, paving, etc.) was made. Since we are currently working through a residential demolition and in the near future, a code enforcement position may be authorized, staff feels this is a beneficial contract.

During our tax assessment and collection of property tax discussions with Perdue, Brandon it was confirmed the firm can provide this additional enhancement.

Attached is the Collection of Certain Municipal Liens Contract for your consideration and approval. Staff recommends Perdue, Brandon, Fielder, Collins & Mott, LLP for the following:

1. They have been in existence since 1970 and primarily focus on collection of delinquent ad valorem taxes, including property liens.
2. Established rapport with staff through the collection of delinquent property tax services.
3. Contract is terminable at any time for any reason without penalty with a 60 day notice.
4. Remuneration is 15% of the total amount of the indebtedness actually collected and paid to the City; industry non-statutory fee is typically 30%.

Mr. John Banks, Managing Attorney-Austin Office of Perdue Brandon, will attend the meeting to meet the City Council and to answer any questions.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Compliance with various Texas Statutes including the Texas Health & Safety Code.
2. Effective collection of municipal liens.
3. Enhancement of public health and safety to our citizens by eliminating and remediating public nuisances.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not applicable

LEGAL ANALYSIS:

Legal reviewed and approved attached contract.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a contract for the collection of certain municipal liens with Perdue, Brandon, Fielder, Collins & Mott, LLP.

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CONTRACT FOR THE COLLECTION OF CERTAIN MUNICIPAL LIENS

This contract is entered into by and between the City of Fair Oaks Ranch (hereinafter "CITY"), a political subdivision of the State of Texas, acting by and through its governing body, and the FIRM of Perdue, Brandon, Fielder, Collins and Mott, L.L.P., (hereinafter "FIRM"), acting by their duly authorized representative. The CITY desires to have its delinquent mowing, demolition, paving liens and/or assessments collected by a private law FIRM, and the FIRM desires to collect such mowing, demolition, paving liens and/or assessments on behalf of CITY. Accordingly, the parties entered into the following contract and are subject to the following conditions.

1. SERVICE PROVIDED BY FIRM:

FIRM agrees to provide the following services to CITY:

- a. To include in all pending and future ad valorem tax suits and judgments all mowing, demolition and paving liens and/or assessments due to CITY which have been filed of record in the Office of the Bexar County Clerk, Comal County Clerk, or Kendall County Clerk, as appropriate.
- b. To conduct such necessary address and title research to locate the proper owners and verify ownership of properties subject to mowing, demolition, paving liens and/or assessments when those properties are presently or in the future are made the subject of an ad valorem tax suit.
- c. To take any and all such appropriate actions to protect mowing, demolition, paving liens and/or assessments claims due CITY in the United States Bankruptcy Courts; to pursue collections of such claims in the bankruptcy court; and to review bankruptcy court records to determine the effect of bankruptcy proceedings on the viability of any CITY mowing, demolition, paving liens and/or assessments against persons whose estates have been in bankruptcy.
- d. To provide sufficient documentation to CITY'S Finance Department and/or independent auditors in order to support deletion of appropriate accounts.
- e. FIRM will advance all necessary court costs, filing fees, and any publication fees (for notices of sale, etc.) relating to litigation.

2. CITY AGREES TO PERFORM THE FOLLOWING AS A PARTY TO THIS CONTRACT:

- a. To make all accounts that the City Manager or his/her designee designate as ready for collection available to FIRM in order to carry out the terms and the conditions of

this contract. This includes the initial referral of accounts, and any subsequent referral of accounts.

- b. To provide a history of payments (whether ongoing through partial payment plans, or lump sum to CITY) in order to allow FIRM to update balances owing to CITY.
- c. To designate a party to sign appropriate affidavits or claims in order to support claims filed in Court. The City Manager or his/her designee is designated as the person authorized to sign all mowing certificates, releases or affidavits concerning any matter affecting the mowing, demolition, paving liens and/or assessments within his knowledge.
- d. To provide to the FIRM file-marked copies of all recorded liens in order to facilitate the preparation of petitions/judgments in tax lien foreclosure lawsuits.

3. REMUNERATION

The CITY agrees to pay the FIRM as compensation for services required hereunder fifteen percent (15%) of the total amount of the indebtedness actually collected and paid to the CITY.

4. TERM OF CONTRACT

This contract shall be effective beginning the 1st day of October, 2018, and shall continue in effect for so long as the FIRM is under contract with the CITY to collect delinquent ad valorem taxes on behalf of the CITY. Notwithstanding the foregoing, either party may terminate this contract upon sixty (60) days written notice to the other party.

5. RECITALS

This contract is performable in Bexar County, Texas and in signing this contract, each of the signatories listed below warrant that they are authorized to sign this contract on behalf of the respected party to said contract.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

The FIRM verifies that it is in compliance with and will comply with all provisions of Texas Government Code Section 2270.002 during the term of this contract. In consideration of the terms and compensation here stated, the FIRM hereby accepts said employment and undertakes the performance of this Contract as above written.

This contract may be executed in duplicate originals, each of which shall be deemed valid.

SIGNED THIS ____ day of _____, 2018.

**PERDUE, BRANDON, FIELDER
COLLINS & MOTT, L.L.P.**

CITY OF FAIR OAKS RANCH

BY:

BY:

JOHN T. BANKS
Partner

TOBIN E. MAPLES
City Manager

ATTEST:

CHRISTINA PICIOCCIO
City Secretary

APPROVED:

DENTON, NAVARRO, ROCHA, BERNAL
& ZECH, P.C
City Attorney



CITY COUNCIL CONSIDERATION ITEM

City of Fair Oaks Ranch, Texas

August 16, 2018

AGENDA ITEM: Discussion and possible action authorizing the City Manager to sign contracts for court fines and fees collection services with Perdue, Brandon, Fielder, Collins & Mott, LLP

DATE: October 1, 2018 Start Date

DEPARTMENT: Administration

PRESENTED BY: Assistant City Manager, C. Vanzant

INTRODUCTION/BACKGROUND:

The Texas Code of Criminal Procedure Article 103.0031 *authorizes a city to enter into a contract with a private attorney or public or private vendor for the collection of delinquent court fees and fines.* Delinquency examples:

- An account is considered delinquent when not paid within sixty (60) days of the date the fine, fee, or court cost was to be paid in full as determined by the court or hearing officer unless the person has been granted an extension by the court or hearing officer.
- If a fee is imposed for a person's failure to appear in Municipal Court, the account is considered delinquent when not paid within sixty (60) days of the date the accused promised to appear or was notified, summoned, ordered to appear unless the person was granted an extension by the court.
- If a fee is imposed for a false alarm violation of the city's ordinances, the account is considered delinquent sixty (60) days after the date on which a penalty or fee is due under the ordinance unless the person has been granted an extension by the Court.

There is no cost to the City for the above mentioned collection service as the collection fee, authorized under the Texas Code of Criminal Procedure, is added to the amount owed by the defendant.

As the City has been with its current contractor since 2015, staff, desiring to ensure an effective and efficient collection service process, reached out to various firms for proposals of service. Attached, for your consideration and approval, is a Contract for Fines and Fees Collection Services with Perdue, Brandon, Fielder, Collins & Mott, LLP that staff recommends for the following reasons:

1. Perdue has 48 years of experience collecting government receivables.
2. Perdue offers a customized collection plan to maximize recovery of delinquent municipal court fines and fees.
3. Perdue utilizes cutting edge technology in their collection process.
4. Perdue is the same firm the City uses for collecting our delinquent property taxes; as such we have an established working relationship.
5. Contract is terminable at any time for any reason with a 30 day notice.

Mr. John Banks, Managing Attorney-Austin Office and Mr. Dan Romo, Director of Business Development - Fines and Fees of Perdue Brandon, will attend the meeting to meet the City Council and to answer any questions.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Compliance with Texas Statutes on collection of outstanding court citations.
2. Effective collection rate thus reducing municipal court delinquency.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not applicable as collection fee is in addition to the fee/fine due.

LEGAL ANALYSIS:

Legal reviewed and approved attached contract.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a contract for the court fines and fees collection services with Perdue, Brandon, Fielder, Collins & Mott, LLP.

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CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

SECTION I. PARTIES TO THE CONTRACT

This CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES (hereinafter “the Contract”) is made and entered into by and between the **City of Fair Oaks Ranch, Texas**, acting herein by and through its governing body (hereinafter “the City”) and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.** (hereinafter “Law Firm”). The parties described herein shall collectively be referred to as “all parties” or “parties”.

THIS CONTRACT supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The City agrees to contract and does hereby contract with Law Firm to enforce the collection of delinquent debts, accounts receivable, court fines, fees, and court costs, forfeited bonds, and restitution ordered paid by the City's municipal court or other court of competent jurisdiction (hereafter "fees") pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the City and Law Firm agree as follows:

SECTION II. CITY'S COLLECTION OBLIGATIONS

A. The City agrees to refer all delinquent accounts, as defined herein, to Law Firm for collection all fees ordered to be paid by the City's municipal court or other court of competent jurisdiction. Said fees shall be collected by Law Firm on or about the first (1st) or the fifteenth (15th) day of each month. The City shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable and convenient to the City. All delinquent accounts should be in a specified format that will allow Law Firm to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the date the fee must be paid in full as determined by the court or hearing officer unless the person has been granted an extension by the court or hearing officer. If the fee is imposed for a person's failure to appear in a manner prescribed by section 103.0031 (a)(2) (A)-(E), the account is considered delinquent when not paid within sixty (60) days of the date the accused promised to appear or was notified, summoned or ordered to appear unless the person was granted an extension by the court. If the fee is imposed for a false alarm violation of the City' ordinances, the account is considered delinquent sixty (60) days after the date on which a penalty or fee is due under the

ordinance, policy, procedure or rule of the City unless the person has been granted an extension by the court.

C. The City will provide Law Firm with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. LAW FIRM'S COLLECTION OBLIGATIONS

A. Law Firm agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. It is fully understood and agreed that Law Firm is not authorized to arrange payment schedules with defendants/violators nor is Law Firm authorized to offer partial payments; instead, Law Firm shall refer such payment requests to the Court for handling.

B. Law Firm agrees to use its best efforts to collect the delinquent accounts received from the City and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the City, Law Firm agrees to provide legal advice to the City on its delinquent accounts.

SECTION IV. COLLECTION FEE

The City agrees to pay Law Firm as follows:

(1) No charge for the collected fines, fees, and court costs referred to Law Firm by the City imposed on all un-adjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees and court costs referred to Law Firm imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees and court costs referred to Law Firm imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.001, Texas Code of Criminal Procedure. Notwithstanding the foregoing, the parties agree and understand that the City can waive the collection fee on any account it so desires. At no time is the City required to obtain the approval or consent from Law Firm prior to the waiver of the collection fee.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, Law Firm cannot collect from a defendant the percentages referred to in Section IV. COLLECTION FEE if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or

costs. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service. The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due.

SECTION VI. METHOD OF PAYMENT

Absent a written agreement is entered into by the parties, the City shall calculate and receive the amount of any collection fee due to Law Firm. Said fee shall be paid to Law Firm by check on a monthly basis. All compensation shall become the property of Law Firm at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This contract shall commence on the 1st day of October, 2018, and its original term shall end on the 30th day of September, 2022. At the end of the original four-year term, the contract will automatically renew on a month-to-month basis absent a 30-day written notice from one party to the other of the termination of the contract. In the event the contract is terminated, Law Firm shall have an additional six (6) months to complete work on all delinquent accounts referred from the City prior to the notice of termination and will be entitled to compensation on such accounts if collected. It is the intent of the parties that the payments to be made to the Law Firm pursuant to this contract do not constitute a “debt” under article XI, Section 5 of the Texas Constitution. However, in the event any funds relating to the City’s performance under the terms of this contract are deemed to constitute a debt under the Texas Constitution, the parties agree and the Law Firm acknowledges that if the City’s governing body does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving the Law Firm written notice of termination at the end of its then current fiscal year.

SECTION VIII. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Law Firm by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Managing Attorney
3301 Northland Drive, Ste. 505
Austin, Texas 78731
512-302-0190

All notices from Law Firm shall be sent to the City by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Fair Oaks Ranch
Attn: City Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015
210-698-0900

SECTION IX. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Bexar, Comal or Kendall Counties, Texas.

SECTION X. ACCEPTANCE OF TERMS OF CONTRACT

In consideration of the terms and compensation herein stated, Law Firm hereby accepts said contract and undertakes performance of said Contract as set forth above. Law Firm acknowledges and agrees that its relationship with the City for purposes of this contract is that of an independent contractor and is not that of employer-employee under the laws of the State of Texas.

SECTION XI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Contract is executed on behalf of the City by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

SECTION XII. STATUTORY COMPLIANCE

The Law Firm verifies that it is in compliance with and will comply with all provisions of Texas Government Code Section 2270.002 during the term of this contract. In consideration of the terms and compensation here stated, the LAW FIRM hereby accepts said terms of this contract and undertakes the performance of this contract as specified herein.

SIGNED THIS ____ DAY OF _____, 2018.

PERDUE, BRANDON, FIELDER
COLLINS & MOTT, L.L.P.

BY:

JOHN T. BANKS,
Partner

CITY OF FAIR OAKS RANCH

BY:

TOBIN E. MAPLES
City Manager

ATTEST:

CHRISTINA PICIOCCIO
City Secretary

APPROVED:

DENTON, NAVARRO, ROCHA,
BERNAL & ZECH
City Attorney



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

August 16, 2018

AGENDA TOPIC: Discussion and possible action regarding a Variance Request for Front Gate Unit 4 – Lot Dimension Requirement

DATE: August 16, 2018

DEPARTMENT: Public Works

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

INTRODUCTION/BACKGROUND:

On January 22, 2018 a variance request for the proposed subdivision plat of Front Gate Unit 4, was submitted to the Public Works Department by Vickrey and Associates, Inc. This variance included a request to create lots with a minimum street frontage of sixty feet (60'). The Public Works Department stated a variance would be required to establish lots that did not meet the minimum street frontage requirements.

Article III Section 3 (A) of the City subdivision ordinance States: "All lots in a subdivision within the corporate limits of the City and outside the corporate limits of the City, but within the limits of its extraterritorial jurisdiction which are served by a Public Water and a Public Sewer system, shall have a minimum area of 8,400 square feet and a minimum street frontage of 70 feet..."

The developer has requested to create 48 out of the 65 lots with a minimum street frontage of sixty feet (60'). The lots will meet the minimum area requirement of 8,400 square feet. Therefore, the lots will be deeper and will provide greater spatial separation between the residences and Van Raub Elementary school. The lots will be further buffered with a green space and walking trail that can be used for accessing the school.

This item was taken for Council Consideration on February 15, 2018. After a round of questioning and concerns related to the implications of granting this variance, City Council passed a motion to postpone action on this variance. This motion would allow the Engineer/Developer to return with more illustrations and greater detail to justify the variance.

On March 15, 2018 this item was place on the City Council agenda. After discussions with the developer, and additional outstanding questions, the developer requested to postpone consideration of the variance in order to continue discussions regarding the variance with City staff. City staff met with the developer and engineer on July 19th, 2018 to discuss re-consideration of the variance and community outreach that has occurred since the previous meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Article II Section 6 of the subdivision ordinance allows City Council to grant a variance from the requirements of this ordinance when, in the City Council's judgment, undue hardship will result from requiring strict compliance.

A. Findings Required for Variances.

In making the findings herein required, the City Council shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity. No variance should be granted unless the City Council makes affirmative findings as to all of the following:

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his/her land;
2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
3. That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area; and
4. That granting the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this Ordinance.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

None

LEGAL ANALYSIS:

None

PROPOSED MOTION:

I move to grant the variance that will allow the establishment of 48 out of 65 lots in the proposed subdivision, Front Gate Unit 4, to have a minimum street frontage of sixty feet (60') subject to the following stipulations:

- Note added to the plat guaranteeing permanent pedestrian access to the greenbelt and ingress/egress connection to the BISD campus
- Note added to the plat guaranteeing continuance of permanent pedestrian access to the greenbelt and BISD ingress/egress connection from adjacent un-platted properties



7286 Dietz Elkhorn • Fair Oaks Ranch, Texas 78015 • (210) 698-090 • (866) 258-2505 • Fax (210) 698-3565 • www.fairoaksranchtx.org

City of Fair Oaks Ranch VARIANCE APPLICATION

Applications must be completed, signed and submitted no later than the 1st Thursday of a month with the applicable **Non-Refundable** Variance Fee, made payable to the City of Fair Oaks Ranch. Incomplete or unpaid variance applications will not be accepted.

Visit the City's website to review the Code of Ordinances: www.fairoaksranchtx.org

TO BE COMPLETED BY STAFF:

Submittal Date: 1/25/2018 Fee Paid: \$100 Receipt Number: 00419394

Completeness Reviewed By: Adrian Garcia Date: 2/2/2018

Incomplete Application:

Return Date: N/A Reason: N/A

Completed Application to be considered at a City Council Meeting scheduled: 2/15/2018

APPLICANT

Name: Paul A. Schroeder

Address: 12940 Country Parkway

City/State/Zip: San Antonio, Texas 78216

Daytime Phone: (210) 349-3271

Email Address: pschroeder@vickreyinc.com

PROPERTY OWNER

SA Front Gate, LLC

11 Lynn Batts Lane, Suite 100

San Antonio, Texas 78218

(210) 828-6131

laddiedenton@bitterblue.com

PROPERTY DESCRIPTION

Unit/Subdivision: Unit-4 Front Gate Lot Number(s): _____

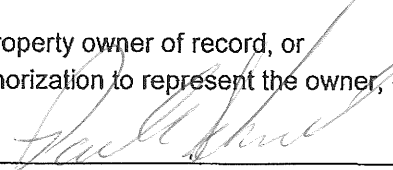
Street Address: 8920 Dietz-Elkhorn

Type of Variance: Article III Section 3(a) Minimum Lot Size

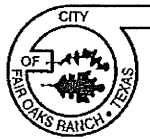
Select an applicable variance type on the following pages, and answer the questions as evidence of compliance and purpose for requiring a variance (attach any supporting documents, illustrations, or photographs).

I certify the preceding information is complete and accurate, and it is understood that I or another representative should be present at all meetings concerning this application.

- ☐ I am the property owner of record, or
- ☒ I have authorization to represent the owner, organization, or business.

Signature: 

Date: Jan 22, 2018



Article 10 – Subdivision Regulations

Exhibit A, Article II – Procedures, Sec 6. Variances. The City Council may grant a variance from the subdivision requirements when, in the City Council's judgment, undue hardship will result from requiring strict compliance. A variance may be granted only when in harmony with the general purpose and intent so that the public health, safety and welfare may be secured and substantial justice done.

Note: If granting this variance requires a replat or an amended plat, additional fees may apply.

Answer the following questions as evidence of compliance and purpose for requiring a variance (attach any supporting documents, illustrations, or photographs), and pay the appropriate filing fee established.

Variance Fee: \$ 100.00

- (1) What is the nature of the proposed use of the land involved? Residential Subdivision
- (2) What are the existing uses of the land in the vicinity? Residential to the north, south and west, school to the east
- (3) What are the number of persons who will reside or work in the proposed subdivision? Approx. 195 in this unit
- (4) Will there be probable effects upon granting this variance to traffic conditions, public health and safety, or to the convenience and welfare in the vicinity? Yes X No
a) If yes to any effects, Explain: _____
- (5) Are there special circumstances or conditions affecting the land involved such that the strict application of the provisions of Article 10 would deprive you of reasonable use of your land? X Yes No
a) If yes, Explain: See attached
- (6) Is this variance necessary for the preservation and enjoyment of your property right? X Yes No
- (7) Will granting this variance be detrimental to the public health, safety or welfare, or injurious to other property in the area? Yes X No
a) If yes, Explain: _____
- (8) Will granting this variance have an effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of Article 10? Yes X No
a) If yes, Explain: _____

City Council Findings: _____

Approved: _____

Denied: _____

Reset: _____



Unit 4

Variance Request



Presented by Denton Communities
11 Lynn Batts Lane, #100
San Antonio, Texas 78218

Variance Request

Reason for Variance:

- * To allow for flexibility in minimum lot frontage to 60 feet for 48 out of 65 total lots in Unit 4.

Purpose:

- * To address adjacency of the unit area and residential lots to the new BISD elementary school.
- * To provide for added lot depth and green space buffering to the elementary school.
- * To provide for student/parent direct access to the elementary school and grounds from the Front Gate community.
- * To improve the spatial and land use relationships and accommodations between the elementary school and the new Fair Oaks Ranch/Front Gate residences.
- * To allow for immediate platting and construction of the revised Unit 4 which creates the immediate ability to deliver the specifics noted below for the community.

Specifics:

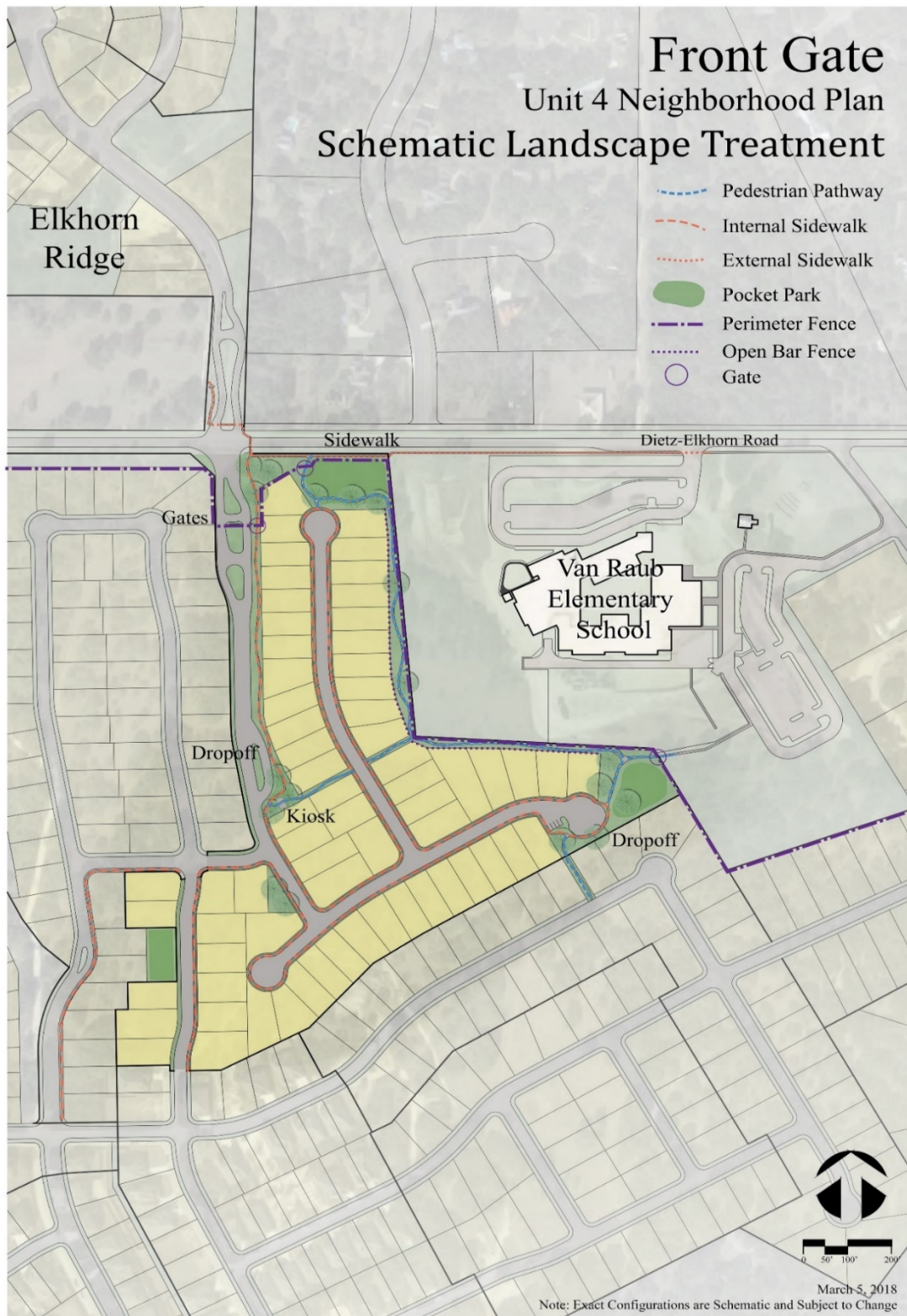
- * Open green space and trails and sidewalk access are provided to link the community to the elementary school.
- * Open green space and additional lot depth (140 feet) are provided in order to provide buffering and spatial separation between the Unit 4 residences and the elementary school.
- * Minimum lot size in Unit 4 is 8400 sq. ft. meeting minimum ordinance area requirements. This concept will create 7 additional lots in Unit 4 revised. For all of Front Gate, the total number of lots remains the same, 548 lots.
- * BISD has agreed to provide for trail and sidewalk access to the elementary school campus, both internally from the Front Gate community and via sidewalk provision on Dietz-Elkhorn Road.
- * Additional open green space and park area are provided in the west area of Front Gate.



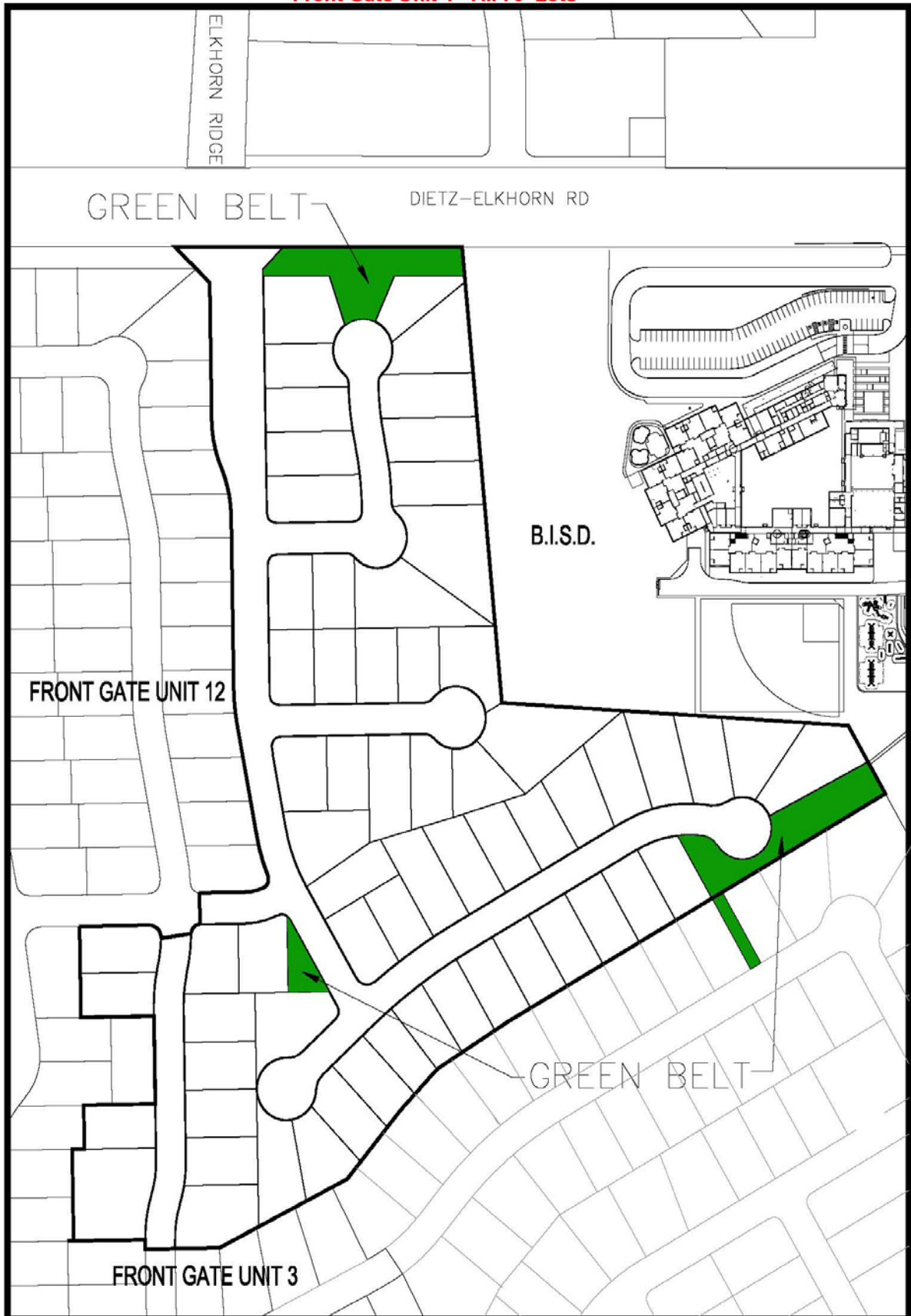
Front Gate

Unit 4 Neighborhood Plan

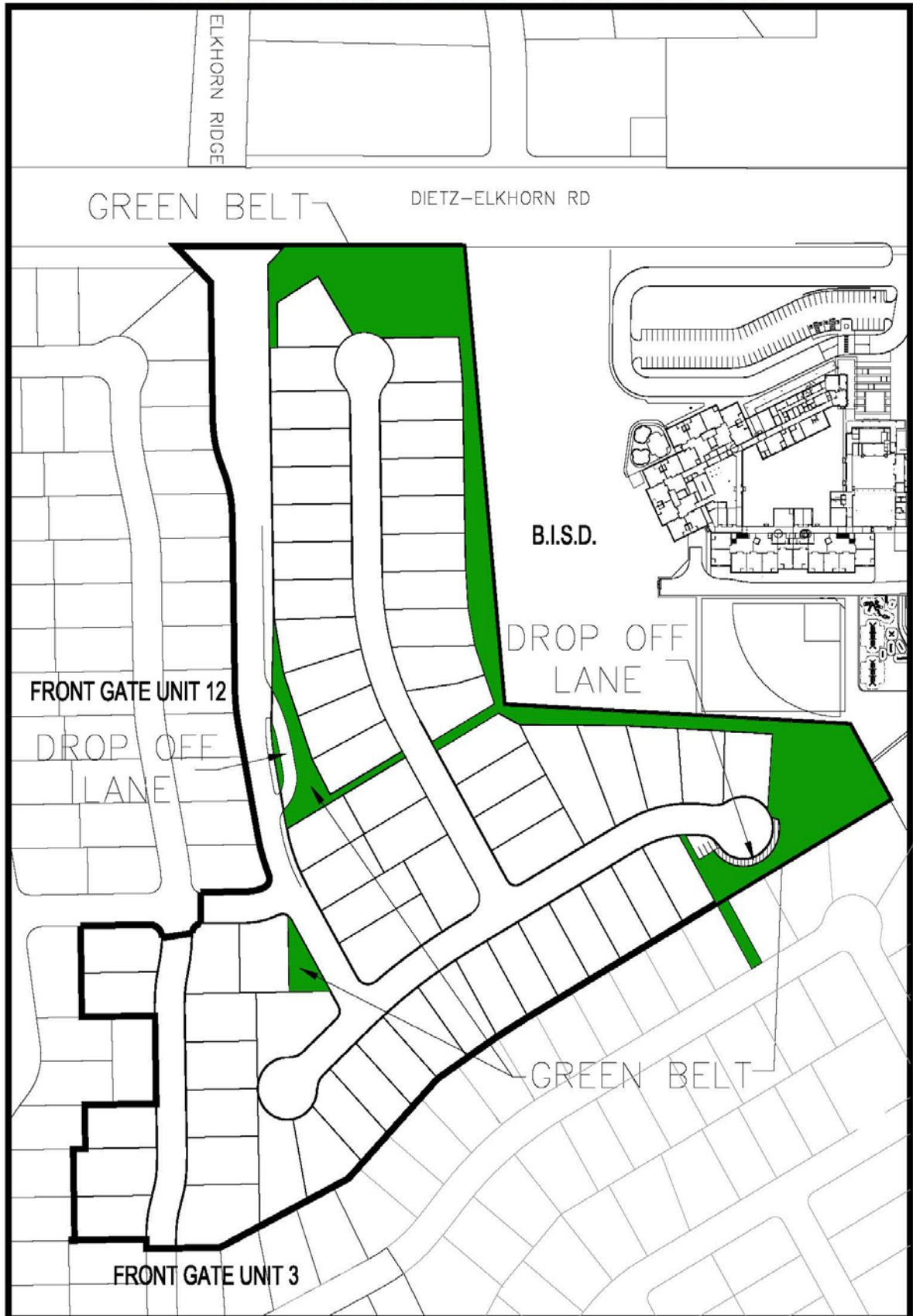
Schematic Landscape Treatment



Front Gate Unit 4 - All 70' Lots

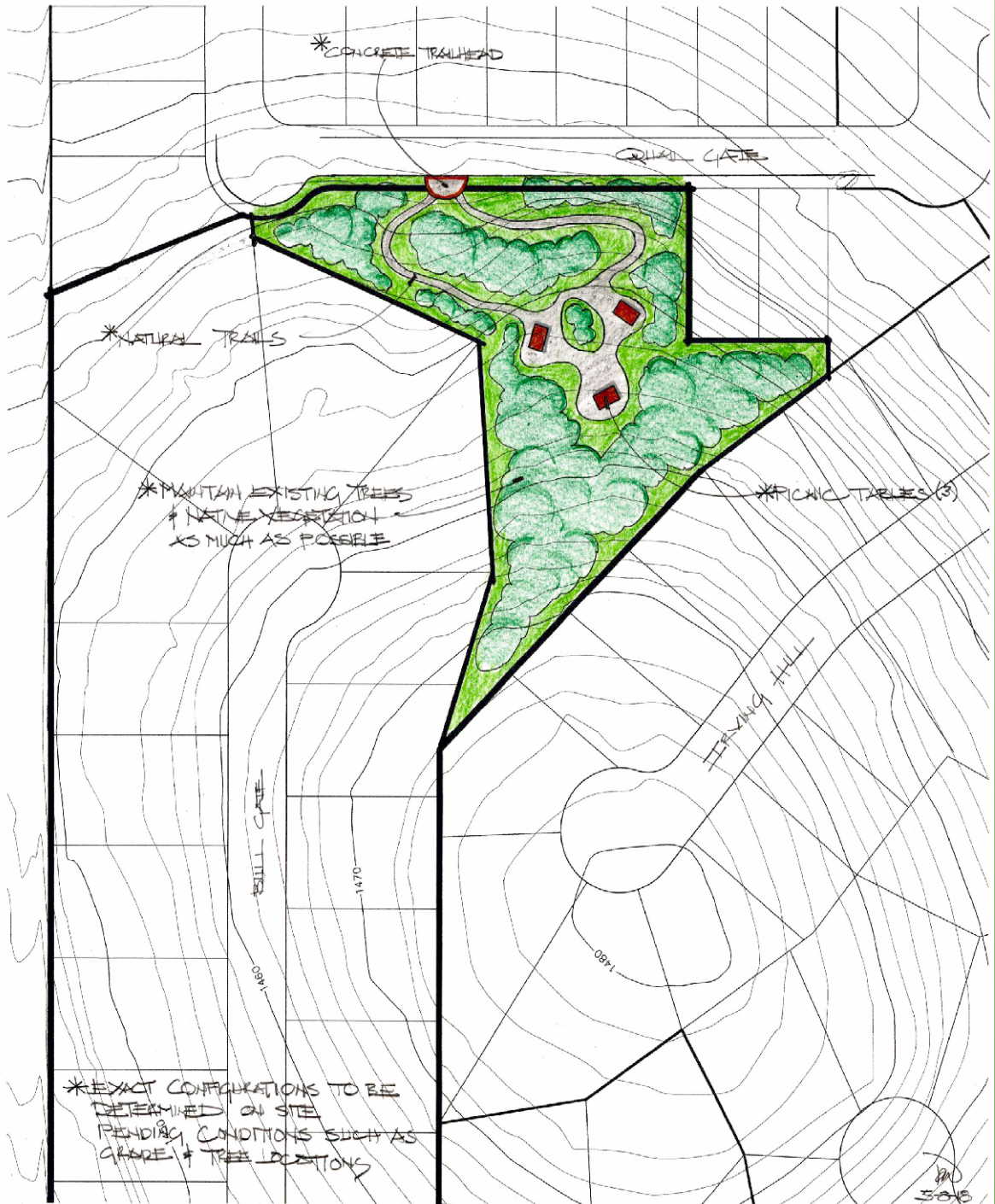


Front Gate Unit 4 Revised for Variance- 48 - 60' lots and 12 - 70' Lots





Front Gate Unit 2B Open Space



FRONT GATE UNIT 4 SUMMARY COMPARISONS
07.18.18

	Existing Unit 4	Proposed Unit 4 Revised
Area of the Unit	21.44 acres	21.68 acres
Number of Lots	58 lots - 70 x 120	48 lots - 60 x 140 <u>17 lots</u> - 70 x 130 65 lots
Required Lot Area	8400 sq. ft.	8400 sq. ft.
Average Area of Lots	10,672 sq. ft.	9,167 sq. ft.
Salable Linear Footage of Streets	4,374 ft.	4,482 ft.
Area of Open Space / Greenbelts	2.11 acres	3.57 acres
Added Area of Green Space / Park	0 acres	1.46 acres
Total Area of Open Space for Front Gate	6.87 acres	8.33 acres
Timing of Development Start	2 nd Quarter 2020	Fall, 2018
Timing of Completion	January, 2021	Spring, 2019

MASTER PLAN SUMMARY

FRONT GATE – Total Lots: 548

STATUS	UNIT	ACREAGE	ORIGINAL TOTAL LOTS	REVISED TOTAL LOTS
Developed	Unit 1 (70 and 90)	20.58	55	55
	Unit 2A (90)	7.54	19	19
	Unit 3A (70)	11.92	39	39
	Unit 3B (70)	4.92	17	17
	Unit 8 (60)	14.12	48	48
	Unit 9 (60)	12.99	54	54
	Unit 10 (60)	12.37	44	44
	Unit 12 (70)	20.45	62	62
	Total Developed	104.34	338	338
Future	Unit 2B (90)	11.92	31	26
	Unit 4 (60 and 70)	21.68	52	65
	Unit 5 (70)	14.45	56	49
	Unit 6 (70)	13.21	45	45
	Unit 7 (70 and 80)	7.14	26	25
	Total Future	68.70	210	210
	TOTAL ACREAGE	173.09	548	548



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

August 16, 2018

AGENDA TOPIC: Consideration and possible action setting the proposed Fiscal Year 2018-19 property tax rate, setting September 6, 2018, 9:30 AM and September 13, 2018, 6:30 PM as Public Hearings, on the proposed FY 2018-19 municipal budget and 2018 tax rate, and to adopt said budget and property tax rate September 20, 2018, 6:30 PM

DATE: August 16, 2018

DEPARTMENT: Administration

PRESENTED BY: Tobin Maples, City Manager

INTRODUCTION/BACKGROUND:

Budget: City Charter Section 5.01 C8 mandates the City Manager shall prepare and administer the municipal budget in accordance with state law. Local Government Code Chapter 102 states the budget officer shall prepare, each year, a municipal budget to cover the proposed expenditures of the city for the succeeding year and to file the proposed budget with the City Secretary before the 30th day before the date the City Council adopts the tax levy for the succeeding year.

City Council shall set a public hearing on the proposed budget for a date occurring after the 15th day after the date the proposed budget is filed with the City Secretary. To meet these requirements, during the past few months, city council workshops have been held with the staff to review, discuss and obtain guidance on a proposed Fiscal Year 2018-19 budget.

Tax Rate: Truth-in-taxation is a concept embodied in the Texas Constitution (art VIII § 21a) that requires taxing units to make taxpayers aware of property tax rate proposals. Pursuant to this and state law, following are required steps in adopting a property tax rate that exceeds the lower of the rollback rate or the effective rate:

1. City Council must propose, by **record vote**, an ad valorem tax rate to be used to support the upcoming fiscal year general fund and debt fund budgets.
2. City Council must schedule two public hearings on the proposed tax rate, and schedule the tax rate adoption date.
3. City Council must adopt a property tax rate before September 30 or by the 60th day after the City received the certified appraisal roll, whichever is later.

Following is a 2018 Budget/Tax Rate calendar that complies with the requirements of adopting the succeeding municipal budget and tax rate.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Follows state statute on proposing a property tax rate higher than effective/rollback rate, setting public hearing dates, and setting adoption date of the municipal budget and tax rates.
2. Offers one additional budget public hearing.

3. Public hearings will assure taxpayers the opportunity to be heard and will provide staff adequate time to notify appraisal districts of the adopted tax rates to ensure timely delivery of tax statements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to propose using a total property tax rate of \$.36678 per \$100, to hold the proposed Fiscal Year 2018-2019 Budget and 2018 tax rate public hearings on September 6 at 9:30 AM and on September 13 at 6:30 PM., and to adopt said budget and tax rate on September 20 at 6:30 PM.

RECORD VOTE IS REQUIRED – EACH COUNCIL MEMBER SHALL STATE AYE OR NAY

2018 Budget/Tax Rate Planning Calendar

City of Fair Oaks Ranch

Date	Activity
April-May	Mailing of notices of appraised value by chief appraiser.
April 30*	The chief appraiser prepares and certifies to the tax assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.
May 15*	Deadline for submitting appraisal records to ARB.
July 20	Deadline for ARB to approve appraisal records.
July 25	Deadline for chief appraiser to certify rolls to taxing units and certification of anticipated collection rate by tax collector.
July 27	Calculation of effective and rollback tax rates.
August 6	City Council Workshop to present proposed budget; submit effective and rollback tax rates; and to propose tax rate to use to support budget.
August 16	At regular City Council meeting, City Council confirms proposed tax rate. If exceeds the rollback rate or the effective tax rate (whichever is lower), Council takes record vote and schedules two public hearings (September 6 and 13) and adoption date (September 20).
August 20	City Manager files budget with City Secretary (LGC102.005).
August 21	Finance Director publishes <i>Notice of Proposed Property Tax Rate</i> in August 24 th edition of Boerne Star and posts on the city's website (LGC 140.010e). City Secretary publishes <i>Notice of Budget Availability</i> in the August 24 th edition of Boerne Star and posts on city's website (LGC 102.0065 and Tax Code)
September 6	City Council holds 1 st Public Hearing and 1st reading of Budget and Tax Rate ordinances; announces 2 nd Public Hearing date and Adoption date of Budget and Tax Rate (LGC 102.007) until September 20.
September 13	City Council holds 2nd Public Hearing (may not be earlier than 3 days after first public hearing) and 2 nd reading of Budget and Tax Rate ordinances; announces September 20 as adoption date to adopt budget and tax rate (LGC 102.007 - must be 3-14 days from this date)
September 20	City Council adopts tax rate before the later of September 30 or the 60 th day after the date the certified appraisal roll was received (Tax Code 26.05).

*Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day

**As LGC 102 only requires one budget public hearing; September 21 is considered the official public hearing

Calendar assumes City Council will propose, on August 16, a tax rate higher than the lower of the rollback rate or the effective rate.



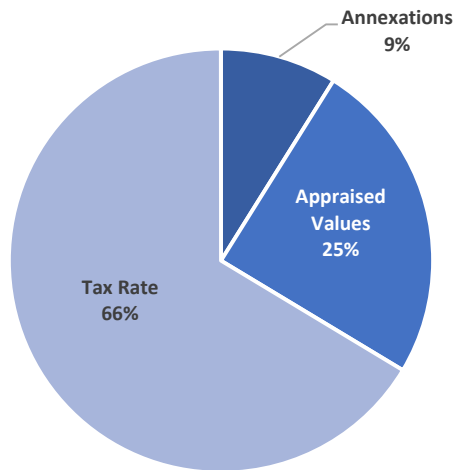
**August 16, 2018
Tax Rate Overview
For Fiscal Year 2018-2019**

Tax Increase and Impact

- Current Tax Rate is \$0.3295 per \$100
- Proposed Increase of \$0.0373 per \$100
- New Rate will be \$0.36678 per \$100
 - Average Value of a FOR Home = \$489,049
 - Impact of the \$.0373 increase
 - Annual = \$178
 - Monthly = \$14

Components of Property Tax Revenue Increase

The increase in taxes is a result of several factors:



Comparison of FY16-17 to FY17-18 Budgeted Property Tax Revenue		
	2017-18 Budget	2018-19 Budget
Property Value	1,457,896,648	1,543,216,218
Tax rate per \$100 in value	0.329500	0.366784
Collection rate 98%	98%	98%
	4,707,694	5,547,065
Year over Year increase		839,371

Explanation of Tax Increase	
Annexations	75,378
New Properties: Non-Annexations	170,905
Increased Appraisals on Existing Properties	60,397
Tax Rate on Existing Properties	532,691
	839,371



FAIR OAKS RANCH



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

August 16, 2018

AGENDA TOPIC: Presentation of Quarterly Investment Report- Q2 2018

DATE: August 16, 2018

DEPARTMENT: Finance

PRESENTED BY: Sarah Buckelew, Finance Director

INTRODUCTION/BACKGROUND:

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

The attached presentation is being made to comply with the Q2 2018 reporting requirements.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONGTERM FINANCIAL & BUDGETARY IMPACT:

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

LEGAL ANALYSIS:

Not applicable at this time.

RECOMMENDATION/PROPOSED MOTION:

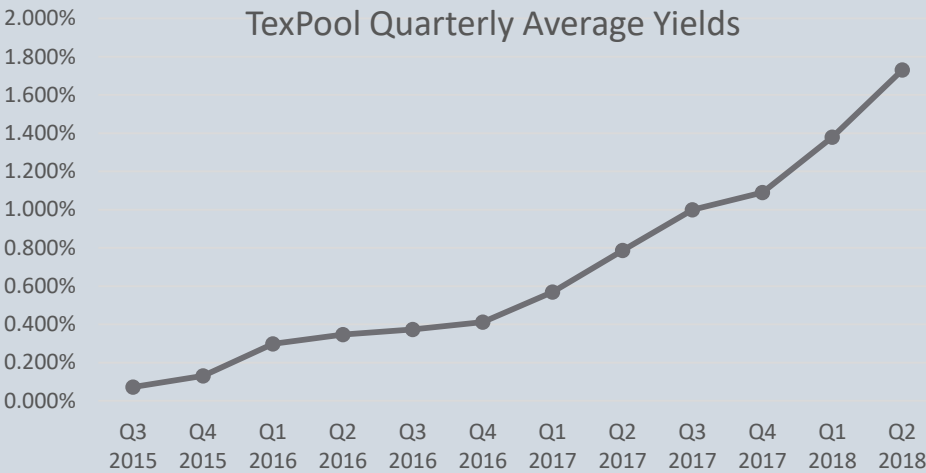
This presentation is for informational purposes only and to comply with requirements under Texas Government Code Section 2256.023 and the City's Investment Policy.

Q2 2018

QUARTERLY INVESTMENT REPORT

Key Points

- Interest earned on investments during Q2 2018 was \$46,802.
- Average Yield for Q2 2018 was 1.73% on our TexPool investments, which is trending in-line with increases in the 90-day T-bill for the same period. The increase in yield is expected given the climate for increased rates.
- The expectation is that interest rates and yields on the City’s investments will continue to rise in line with anticipated increases to the interest rate. As a public entity, the City is subject to investment activity regulation under the Public Funds Investment Act. These regulations restrict the City’s ability to invest in highly speculative or risky investments. The City’s portfolio is legally restricted to highly liquid and safe investments that protect the public’s funds.
- The Fed took no rate action in April or May, but did raise the rate on June 13 by 25 basis points. The Fed indicated that the economy is rising at a “solid rate” and hints at the possibility of 2 more hikes before year end.



Q2 2018 Investment Inventory

City of Fair Oaks Ranch Investment Inventory Report 04/1/2018 - 06/30/2018									
Governmental Fund Investments									
Security	Yield	Beg Bal	Transfers In/Out	Interest Earnings	Ending Bal	Ending Market	Weighted Avg Maturity	Maturity Date	Notes
Pool (Texpool 004) General	1.732%	7,981,265	(638,832)	32,168	7,374,602	7,374,602	29 days	-	
Pool (Texpool 006) 2015 CIP Bonds	1.732%	2,268,372	(705,421)	7,025	1,569,976	1,569,976	29 days	-	
Pool (Texpool 007) Debt Service	1.732%	55,217	14,544	275	70,036	70,036	29 days	-	
Certificate of Deposit (711) Gen	0.55%	62,507	-	-	62,507	62,507	-	10/9/2018	Interest is earned annually
Certificate of Deposit (254) Gen	0.55%	65,162	-	-	65,162	65,162	-	10/9/2018	Interest is earned annually
TOTAL		10,432,523	(1,329,709)	39,468	9,142,282	9,142,282	-		
Utility Fund Investments									
Security	Yield	Beg Bal	Transfers In/Out	Interest Earnings	Ending Bal	Ending Market	Weighted Avg Maturity	Maturity Date	Notes
Pool (Texpool 001) Utility	1.732%	1,081,447		4,677	1,086,124	1,086,124	29 days	-	
Pool (Texpool 002) Water Cap	1.732%	377,783		1,634	379,417	379,417	29 days	-	
Pool (Texpool 003) Sewer Cap	1.732%	228,739		989	229,728	229,728	29 days	-	
Pool (Texpool 005) 1997 CO	1.732%	7,663	-	33	7,696	7,696	29 days	-	
TOTAL		1,695,631	-	7,334	1,702,965	1,702,965	-		
This report is in compliance with the City's Investment Policy Section 9 and 11 and Texas Government Code Section 2256.023.									
*Weighted Average Maturity									
Per the city's investment policy, the city will not directly invest in securities maturing more than 13 months from the date of purchase. Reserve funds may be invested in securities up to 2 years. The Weighted Average Maturity of these investments is in compliance with the city's policy.									
*Transfers out of Texpool accounts represent vendor payments made, or funding of city operations by transferring funds into our city operating cash account.									
Transfers into Texpool accounts represent deposits of property tax revenue.									