



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

June 21, 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. Reading of a Proclamation to Taylor Posey and Brandon Kuhl for their appointment to the US Air Force Academy. Pgs. 3-4
- B. 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 June 7, 2018 Special City Council Meeting Minutes. Pgs. 5-7
- B. Approval of an Ordinance adopting boundaries for original zoning districts; amending Chapter 14, "Zoning" of the Code of Ordinances by adopting zoning regulations for each district. Pgs. 8-68
- C. Approval of an Ordinance adopting an update to the Comprehensive Plan. Pgs. 69-122

IV. DISCUSSION/CONSIDERATION ITEMS

- A. Discussion and possible action authorizing the city Manager to sign a Professional Services Agreement with Studio S Architekts for Architectural Design Services.
City Manager, Tobin Maples Pgs. 123-146
- B. Discussion and possible action authorizing the City Manager to sign a Memorandum of Understanding with Deborah Lynn Farquhar, Inc. ~ "Creative Marketing" for event planning services associated with the City's 30th anniversary celebration.
Director of Human Resources & Communications, Kim Stahr Pgs. 147-149
- C. Discussion and possible tax freeze for qualifying disabled persons.
Director of Finance, Sarah Buckelew Pgs. 150-153
- D. Discussion and possible action awarding the 2018 Street Maintenance and Repair Program.
Mgr. of Engineering Services, Adrian Garcia P.E. Pgs. 154-166

V. REPORTS FROM STAFF / COMMITTEES / COUNCIL

A. Roadway Reconstruction Project Update.

Director of Public Works Ron. Emmons P.E.

VI. CONVENE INTO EXECUTIVE SESSION

Pursuant to Section 551.101 and 551.071 of the Open Meetings Act, Texas Gov't Code, a quorum of the governing body hereby convenes into closed session to consult with the City Attorney 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

VIII. ADJOURNMENT

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

Signature of Agenda Approval: _____



I, Christina. Picioccio, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the city's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times. Said Notice was posted by 5:00 PM, June 18, 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).

Proclamation
The City of Fair Oaks Ranch
Office of the Mayor

WHEREAS, the freedom and security that citizens of the United States enjoy today are direct results of our United States Armed Forces. The sacrifices that such members of the United States Armed Forces and of the family members that support them, have preserved the liberties that have enriched this nation; and,

WHEREAS, the United States Air Force Academy provides the foundation, training and leadership skills that prepare our youth to be leaders of tomorrow. An appointment to an Academy is a distinct and rare honor. It is a reflection of one's academic excellence and outstanding community service; and,

WHEREAS, Taylor Posey, a resident of Fair Oaks Ranch and a student at Boerne Independent School District, has received a congressional appointment to the United States Air Force Academy this Fall to study engineering and play football.

NOW, THEREFORE, it is with a great deal of pride that I, Garry Manitzas, along with the City Council, and on behalf of the Fair Oaks Ranch citizens, offer our congratulations and best wishes to:

Taylor Posey

on his appointment to the United States Air Force Academy. The future of our Community, our State, and our Nation depend on young adults like him to handle the affairs of tomorrow; and, the very qualities that have afforded him this appointment are the very characteristics that will spell success throughout his phases of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Fair Oaks Ranch to be affixed this 21st day of June, 2018.

Garry Manitzas, Mayor

Christina Picioccio, City Secretary

Proclamation
The City of Fair Oaks Ranch
Office of the Mayor

WHEREAS, the freedom and security that citizens of the United States enjoy today are direct results of our United States Armed Forces. The sacrifices that such members of the United States Armed Forces and of the family members that support them, have preserved the liberties that have enriched this nation; and,

WHEREAS, the United States Air Force Academy provides the foundation, training and leadership skills that prepare our youth to be leaders of tomorrow. An appointment to an Academy is a distinct and rare honor. Acceptance of an appointment requires an obligation of four years at an academy and five years of active duty service; and,

WHEREAS, Brandon Kuhl, a resident of Fair Oaks Ranch, a student at Boerne Independent School District and in following his father's footsteps, has received a congressional appointment to the United States Air Force Academy this Fall to study civil engineering.

NOW, THEREFORE, it is with a great deal of pride that I, Gary Manitzas, along with the City Council, and on behalf of the Fair Oaks Ranch citizens, offer our congratulations and best wishes to:

Brandon Kuhl

on his appointment to the United States Air Force Academy. The future of our Community, our State, and our Nation depend on young adults like him to handle the affairs of tomorrow; and, the very qualities that have afforded him this appointment are the very characteristics that will spell success throughout his phases of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Fair Oaks Ranch to be affixed this 21st day of June, 2018.

Garry Manitzas, Mayor

Christina Picioccio, City Secretary

**CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES
June 7, 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 9:32 AM.

B. The Pledge of Allegiance was led by meeting attendee, Rich Nichols.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. Diane Gonzalez, Pedernales Electric Cooperative (PEC) representative announced that PEC is celebrating their 80th Anniversary this year and urged all co-op members to attend the annual member meeting to be held Saturday, June 23, at the Smithson Valley High School.

B. Mayor Manitzas and City Manager Maples presented a 20 year service award to Assistant City Manager, Carole Vanzant.

III. CONSENT AGENDA

A. Approval of May 10, 2018 Special Joint City Council & P&Z Workshop Minutes.

B. Approval of May 15, 2018 Special City Council Meeting Minutes.

C. Approval of May 17, 2018 Regular City Council Meeting Minutes.

D. Approval of May 21, 2018 Joint Public Hearing Minutes

E. Approval of Council Member Patel's absence for June 21, 2018 Council Meeting.

F. Approval of Council Member Koerner's absence for the June 21, 2018 Council Meeting.

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

IV. DISCUSSION/CONSIDERATION ITEMS

A. Discussion and possible action approving a Resolution authorizing the Mayor to sign a Community Development Block Grant Program Cooperative Agreement with Bexar County.

MOTION: Made by Council Member Hartpence, seconded by Council Member Elizondo to not approve a Resolution authorizing the Mayor to sign a Community Development Block Grant Program Cooperative Agreement with Bexar County.

VOTE: 6-0; Motion Passed.

B. Discussion and possible action approving a \$1,000 donation from the Fair Oaks Women's Club.

MOTION: Made by Mayor Pro Tem Havard, seconded by Council Member Elizondo to authorize the City of Fair Oaks Ranch Police Department to accept the donation/gift of \$1,000.

VOTE: 6-0; Motion Passed.

C. Consideration and possible action regarding cancelling the July 5, 2018 Council Meeting.

MOTION: Made by Council Member Elizondo, seconded by Council Member Koerner to approve cancelling the July 5, 2018 Council Meeting.

VOTE: 6-0; Motion Passed.

D. Discussion and possible action regarding the Planning and Zoning Commission's final report recommending an update to the Comprehensive plan, boundaries for original zoning districts, and appropriate zoning regulations for each district.

MOTION: Made by Council Member Elizondo, seconded by Mayor Pro Tem Havard to receive the P&Z's final report to update the Comprehensive Plan, boundaries for original zoning districts, and appropriate zoning regulations for each district.

VOTE: 6-0; Motion Passed.

V. REPORTS FROM STAFF / COMMITTEES / COUNCIL

The Honorable Richard W. Elkins, Kendall County Commissioner, Precinct 2 arrived late and spoke after the Stakeholder Committee Meeting – see Section VI below.

B. Finance Officer, Sarah Buckelew provided a Budget to Actuals Report.

C. Finance Officer Sarah. Buckelew provided the Quarterly Investment Report.

The City Council recessed at 9:58 AM.

VI. RECESS TO CITY COUNCIL STAKEHOLDER COMMITTEE MEETING

The City Council recessed to the Stakeholder Committee Meeting at 10:30 AM. Council Member Patel was present.

- V** A. The Honorable Richard W. Elkins addressed Council at 12:04 PM and discussed transportation issues and county growth induced initiatives to protect citizens' property values.

VII. RECONVENE TO BUDGET WORKSHOP

The City Council and Staff reconvened at 1:01 PM to discuss the FY 18-19 Budget.

VIII. 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.

IX. RECONVENE INTO OPEN SESSION

Not applicable.

X. ADJOURNMENT

Mayor adjourned the City Council meeting at 5:29 PM.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

JUNE 21, 2018

AGENDA TOPIC: Approval of an Ordinance adopting boundaries for original zoning districts, amending Chapter 14, "Zoning" of the Code of Ordinances by adopting zoning regulations for each district.

DATE: June 21, 2018

DEPARTMENT: City Council

PRESENTED BY: City Manager, T. Maples

INTRODUCTION/BACKGROUND:

As discussed at previous City Council and Planning & Zoning Commission meetings, Chapter 211 of the Texas Local Government Code prescribes municipal zoning authority, inclusive of procedures governing the adoption of zoning regulations and district boundaries. Specifically, to exercise the authority relating to zoning regulations and zoning district boundaries, the City Council of the City of Fair Oaks Ranch shall do the following:

- Appoint a Planning and Zoning Commission (Done- March 19)
- The Planning and Zoning Commission shall recommend a preliminary report on the boundaries for each original zoning districts and appropriate zoning regulations for each district (Done - May 10).
- The Commission shall hold a joint public hearing with the City Council on said preliminary report before submitting a final report to the City Council for consideration (Done - May 21).
- The City Council receives a final report from the Planning and Zoning Commission before it takes action (Done - June 4).

The first reading of the ordinance was approved at the June 14, 2018 Special Called meeting subject to creating a separate row within the permitted use table for "Community or Group Homes" and allowing "Transitional Housing" by Specific Use Permit only.

The permitted use table has been modified accordingly so the purpose of this agenda item is for City Council to take action on the final report by approving the 2nd and final reading of an Ordinance adopting the boundaries for original zoning districts and appropriate zoning regulations for each district.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Provides the City with the tools necessary to make informed policy decisions relative to the physical development of the City and the scheduled programming necessary to proactively plan, finance, and maintain reliable and efficient public services.
2. Complies with state statute on the adoption of zoning regulations and district boundaries.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not applicable

LEGAL ANALYSIS:

Legal provided guidance on ordinance creation and, all statutory requirements, as prescribed in Chapter 211 of the Texas Local Government code, have been met.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the consent agenda.

AN ORDINANCE

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH ADOPTING BOUNDARIES FOR ORIGINAL ZONING DISTRICTS; AMENDING CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES BY ADOPTING ZONING REGULATIONS FOR EACH DISTRICT; PROVIDING FOR A PENALTY OF NOT MORE THAN \$2,000 PER VIOLATION PER DAY FOR NONCOMPLIANCE OF ZONING REGULATIONS; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the City of Fair Oaks Ranch is a Home Rule City under the statutes of the State of Texas; and

WHEREAS, the Texas Local Government Code, Chapter 211, Municipal Zoning Authority authorizes a municipality to adopt zoning districts, and appropriate zoning regulations for each district for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance; and

WHEREAS, more than 18 months ago, the City began a planning process that included broad and persistent public involvement led by outside consultants with detailed oversight and involvement by City staff, a citizen Stakeholder Committee, the City Council, and, after its formation, the Planning and Zoning Commission; and

WHEREAS, from its inception, this planning process was driven by public involvement including four town hall meetings, a community-wide survey, a two-day design workshop (or "charrette") and community open house, multiple stakeholder meetings, all of which were open to the public, and multiple City Council and Planning and Zoning Commission meetings and workshops; and

WHEREAS, among the results of this planning process was the creation of draft Zoning District boundaries, inclusive of a draft Zoning Map, and the creation of appropriate draft zoning regulations for each district; and

WHEREAS, on the 14th day of May and based on the above planning process, the Planning and Zoning Commission approved and advanced a preliminary report to the City Council which included the creation of said draft Zoning District boundaries, inclusive of a draft Zoning Map, and said appropriate draft zoning regulations for each district which was received by the City Council on the 17th day of May 2018; and

WHEREAS, a joint public hearing was held by the City Council and Planning & Zoning Commission on the 21st day of May, 2018, on such preliminary report at which all persons were given an opportunity to appear and express their opinion concerning the proposed Zoning District boundaries (Zoning Map), and the proposed appropriate zoning regulations for each district; and

WHEREAS, subsequent to the joint public hearing and after consideration of such testimony, on June 4, 2018, the Planning & Zoning Commission approved and advanced a final report to the City Council which included the creation of Zoning District boundaries, inclusive of a Zoning Map, and the creation of appropriate zoning regulations for each district; and

WHEREAS, on June 7, 2018, the City Council received the final report which included the creation of Zoning District boundaries, inclusive of a Zoning Map, and the creation of appropriate zoning regulations for each district; and

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined it to be in the public interest to adopt the final report which includes the creation of Zoning District boundaries, inclusive of a Zoning Map, and the creation of appropriate zoning regulations for each district; and

WHEREAS, the City Council of the City of Fair Oaks Ranch further finds that the original zoning district boundaries and appropriate zoning regulations for each district are designed to accomplish but are not are limited to the following:

- Prevent an overcrowding of land;
- Foster predictable built results and a high-quality public realm;
- Preserve and protect water quality and availability;
- Manage waterways and floodplains;
- Avoid an undue concentration of population;
- Facilitate an adequate provision of transportation, water, sewer, parks, etc.;
- Lessen congestion in the streets;
- Secure safety from fire, panic, and other dangers;
- Promote the efficient use of tax dollars and community resources;
- Preserve and protect existing property values;
- Promote the moral, orderly, and healthful development of the City of Fair Oaks Ranch and the health and welfare of its citizens;

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

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

Section II. Official Zoning Map Adopted.

That the attached Exhibit “A” entitled City of Fair Oaks Ranch Zoning Map be adopted.

Section III. Zoning Regulations Adopted.

That the City’s Code of Ordinances Chapter 14 is hereby amended by adopting the zoning regulations as provided for in the attached Exhibit “B” entitled City of Fair Oaks Ranch Zoning Regulations. Said Exhibit “B” incorporated herein as if fully set forth herein.

Section IV. Penalty Provision

Any person, firm, entity, or corporation violating any provisions of this ordinance shall be deemed guilty of a misdemeanor, and, upon conviction, shall be fined in any sum not more than two thousand dollars (\$2,000), and each day of continued violation shall be a separate offense as noted in the Fair Oaks Ranch Code of Ordinances, Article 1.01, Section 101.009.

Section V. Cumulative

This ordinance is cumulative of all other laws addressing land use regulations and any prohibitions and sanctions that may be imposed under other laws relating to the subjects covered hereunder.

Section VI. Severability

If any section, subsection, paragraph, or sentence, clause, phrase, or word in this Ordinance, or application thereof, to any person or circumstance is held invalid such holding shall not affect the validity of the remaining portions of the same and the City Council hereby declares it would have passed such remaining portions despite such invalidity.

Section VII. Effective Date.

This ordinance shall take effect immediately from and after its passage and publication as required by governing law.

PASSED and APPROVED on first reading this 14th day of June, 2018.

PASSED, APPROVED AND ADOPTED on second reading this 21st day of June, 2018.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

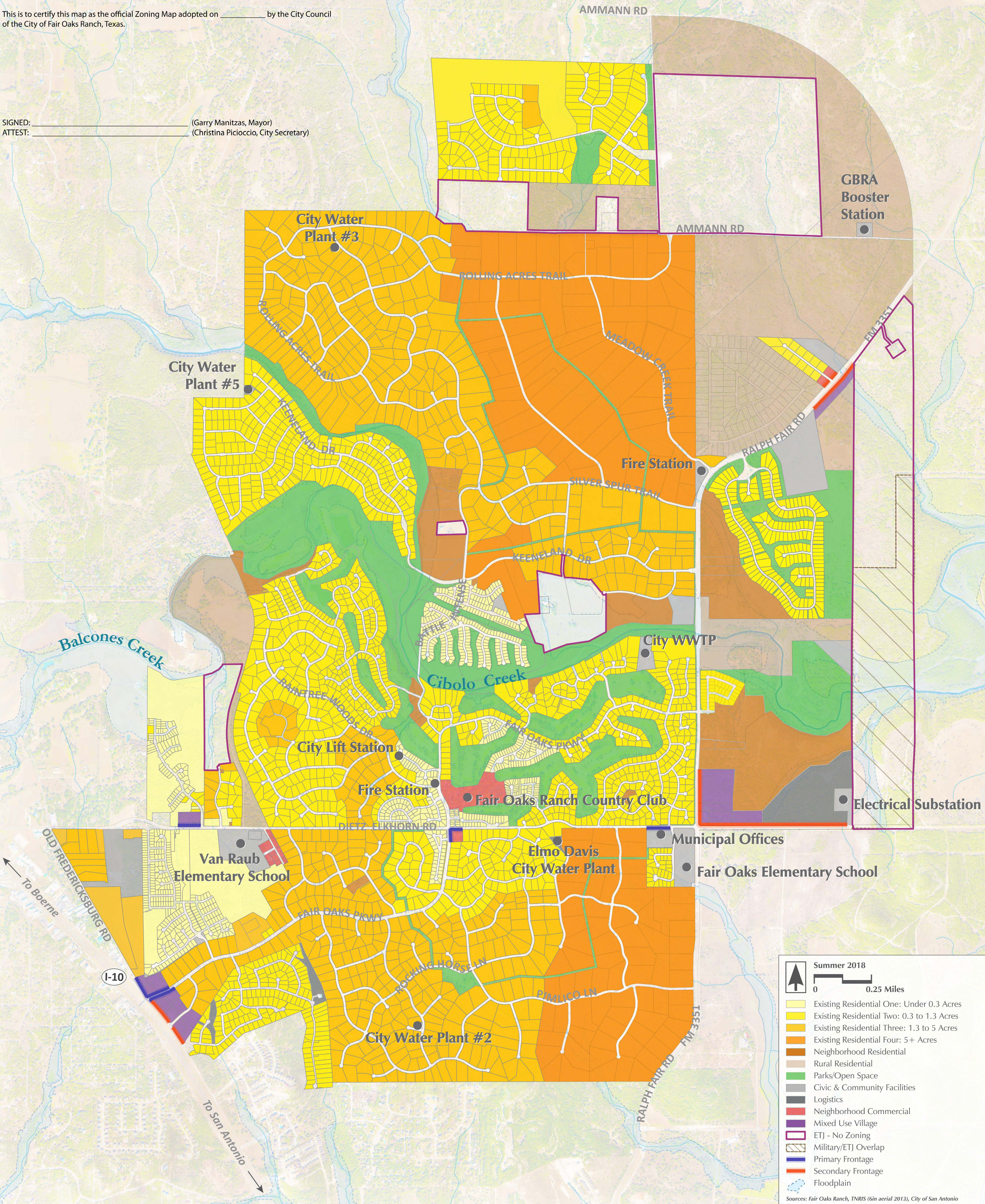
Denton Navarro Rocha Bernal & Zech, P.C.,
City Attorney

FAIR OAKS RANCH

ZONING MAP

This is to certify this map as the official Zoning Map adopted on _____ by the City Council of the City of Fair Oaks Ranch, Texas.

SIGNED: _____ (Garry Manitzas, Mayor)
ATTEST: _____ (Christina Picicchio, City Secretary)



Summer 2018

0 0.25 Miles

- Existing Residential One: Under 0.3 Acres
- Existing Residential Two: 0.3 to 1.3 Acres
- Existing Residential Three: 1.3 to 5 Acres
- Existing Residential Four: 5+ Acres
- Neighborhood Residential
- Rural Residential
- Parks/Open Space
- Civic & Community Facilities
- Logistics
- Neighborhood Commercial
- Mixed Use Village
- ETJ - No Zoning
- Military/ETJ Overlap
- Primary Frontage
- Secondary Frontage
- Floodplain

Sources: Fair Oaks Ranch, TNRS (6in aerial 2013), City of San Antonio

CITY OF FAIR OAKS RANCH CHAPTER 14, ZONING

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CHAPTER 14, ZONING

Article 1 – General

Section 14.01.001 *Purpose*. The purpose of this Article is to establish zoning districts and allowable uses within the City Limits of Fair Oaks Ranch, as well as procedures for special and temporary uses within each district. The zoning regulations herein established have been designed in accordance with the planning principles and land use patterns outlined within the City of Fair Oaks Ranch's Comprehensive Plan for the purpose of promoting health, safety, and the general welfare of the public.

Section 14.01.002 *Source*. The following regulations are developed and enforced in order to promote development and redevelopment in the City of Fair Oaks Ranch that is in compliance with moral, orderly, and healthful development and with the Comprehensive Plan.

Section 14.01.003 *Permits, Projects, and Vested Rights*. For additional regulations on permitting, projects, and vested rights, please refer to Section 1.01.010 of the Code.

Section 14.01.004 *Zoning Board of Adjustment*.

(a) Structure and Procedure of the Zoning Board of Adjustment.

(1) Creations, Appointment and Removal.

(A) The Zoning Board of Adjustment is established in accordance with Chapter 211 of the Texas Local Government Code (LGC). The Board members are appointed by the City Council.

(B) The Board shall consist of five (5) members who shall be appointed by majority vote of the City Council.

(C) A member may only be removed for cause.

(D) A vacancy on the Board shall be filled for the unexpired term.

(E) City Council, by majority vote, shall appoint two individuals as alternate board members to serve in the absence of one or more regular members when requested to do so by the mayor or city manager. An alternate member serves for the same period as a regular member and is subject to removal in the same manner as a regular member. A vacancy among the alternate members is filled in the same manner as a vacancy among the regular members.

(b) Meetings and Vote.

(1) Each case before the Zoning Board of Adjustment must be heard by at least four (4) of the five (5) members.

(2) The concurring vote of four (4) of the five (5) members of the Board is necessary to:

- (A) reverse an order, requirement, decision or determination of an administrative official; or
 - (B) authorize a variation from the terms of a zoning regulation.
- (c) Duties and Approval Authority. The Board shall have the following duties:
 - (1) The Zoning Board of Adjustment shall hear and decide appeals when error is alleged in any order, requirement, decision or determination made by an administrative official of the City in the enforcement of any zoning related decisions. The Zoning Board of Adjustment may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the Board has the same authority as the administrative official.
 - (2) The Zoning Board of Adjustment may authorize, in specific cases, a variance from zoning regulations, unless specified otherwise, if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the regulation would result in unnecessary hardship, and so that the spirit of the regulation ordinance adopted hereunder is observed and substantial justice is done. A variance shall not be granted to relieve a self-created or personal hardship, nor shall it be based solely on economic gain or loss, nor shall it permit any person a privilege in developing a parcel of land not permitted by the City's zoning regulations. In order to make a finding of hardship and grant a variance from the zoning regulations, the Board must determine the following:
 - (A) the requested variance does not violate the intent of the zoning regulations;
 - (B) special conditions of restricted area, topography or physical features exist that are peculiar to the subject parcel of land and are not applicable to other parcels of land in the same zoning district;
 - (C) the hardship is in no way the result of the applicant's own actions; and
 - (D) the interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district that comply with the same provisions.

Section 14.01.005 *Definitions*. For the purpose of this ordinance, certain terms and words are hereby defined as follows. Terms not defined herein will be construed in accordance with their customary usage and meaning. The word "shall" and the word "will" are mandatory and not permissive. The word "may" is permissive and not mandatory. The words "may not," "shall not," and "will not" are all prohibitive. Headings and captions are for reference purposes only, and will not be used in the interpretation of this ordinance. Unless specifically defined below, words or phrases used in this Code will be interpreted to give them the meaning they have in common usage and to give this Code its most reasonable application.

Accessory Building. Means a structure that is secondary in scale to a principal building on the lot and may not exist without the principal building. Typically the Accessory Building is located to the side and/or rear of the principal building and is subject to any applicable building codes.

Accessory Uses. See Uses, Accessory.

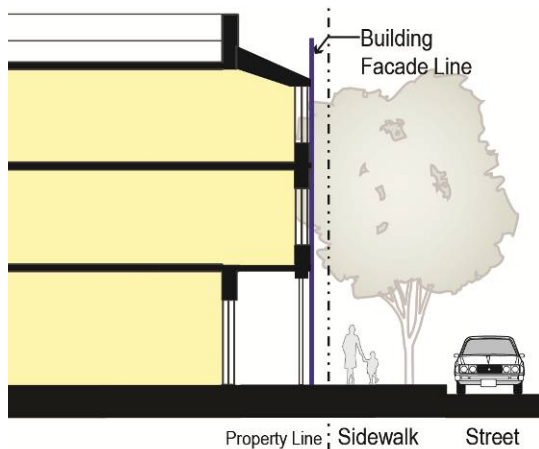
Aesthetic Water Use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, decorative ponds and water gardens.

Alley. See Streets, Alley.

Amended Plat. See Plats, Amending.

Applicant. See Developer or Owner.

Arcade. Is a portion of the main façade of the building that is at or near the property line and a colonnade supports the upper floors of the building. Arcades are intended for buildings with ground floor commercial or retail uses and the arcade may be one or two stories. The ground floor area within the arcade may be conditioned or non-conditioned space.



Arterial Streets. See Streets, Arterial.

Association. The Fair Oaks Ranch Homeowners Association and/or and individual Homeowners Association.

Bar. An establishment where the primary use is the sale and serving of alcoholic beverages for on premise consumption and that derives 75 percent or more of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code. This includes but is not limited to taverns, nightclubs, cocktail lounges, pubs, ice houses, beer joints, saloons, and cabarets.

Block. A tract or parcel of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad right-of-way, highway, stream, or corporate boundary lines.

Bond. Any form of security including cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the City Council.

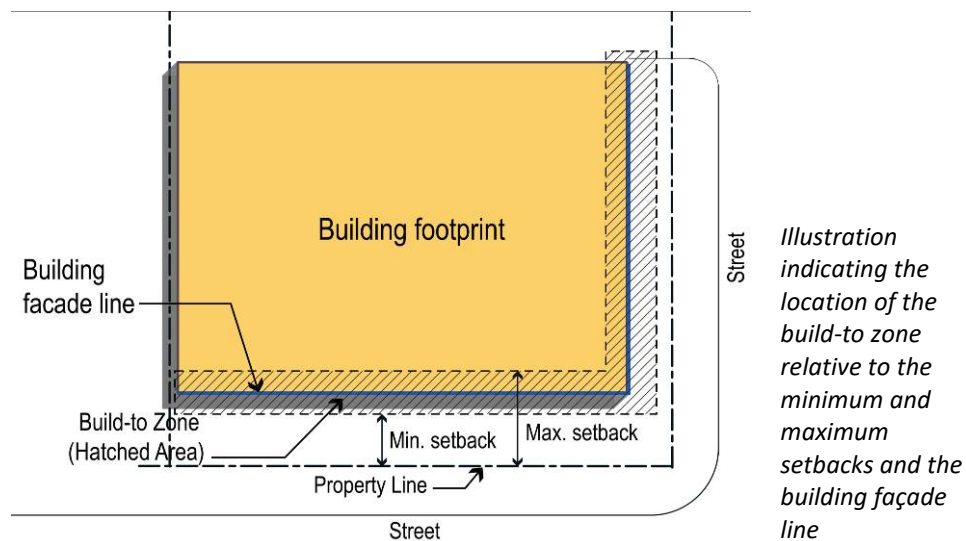
Bond, Construction. Bond or other financial guarantee for the faithful performance, installation and completion of such improvements. In the event any or all of the required improvements as constructed by the Owner fail to meet the requirements of the specifications herein provided and are not accepted and approved by the City Engineer, and said Owner fails or refuses to correct defects called to his attention in writing by the City Manager, the unfinished improvements will be completed at the cost and expense of obligee as said Construction Bond provides.

Bond, Maintenance. An irrevocable letter of credit, a cash deposit, savings assignment, or performance bond, in an amount equal to ten percent (10%) of the amount of the Construction Bond guarantee the owner will guarantee to maintain, to the satisfaction of the City Manager, all of the constructed improvements in a good state of repair for the period of one year from the date of such acceptance by the City. The Maintenance Bond by its terms will provide that liability thereunder will begin on any or all of the required improvements, or a portion thereof, and such liability will remain in full force and effect for the period of one year from the date of the acceptance by the City.

Bond, Performance or Surety. A performance bond or surety bond is a bond required to ensure the completion of a development project pursuant to V.T.C.A., Local Government Code § 212.073.

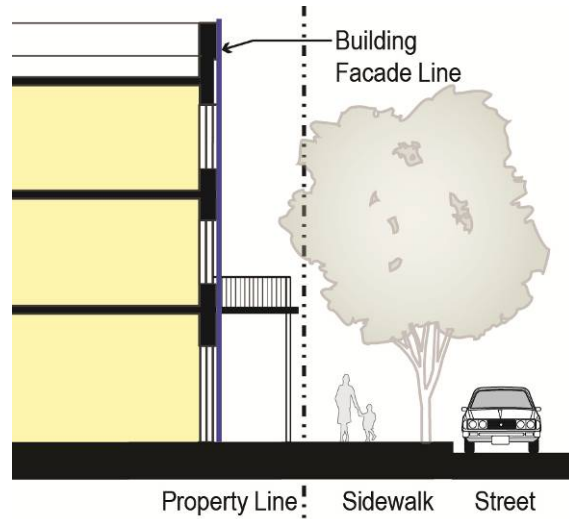
Build. Build means to erect, convert, enlarge, reconstruct, restore, or alter a building or structure.

Build-to Zone (BTZ). Is the area between the minimum and maximum front setbacks from the property line. The principal building façade line shall be located within this area.

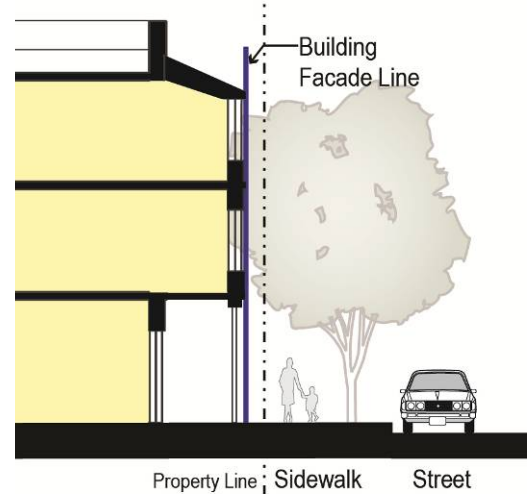


Building. Any structure, either temporary or permanent, having a roof or other covering, and designed or used for the shelter or enclosure of any person, animal or property of any kind, including but not limited to tents, awnings or vehicles situated on private property and used for purposes of a building.

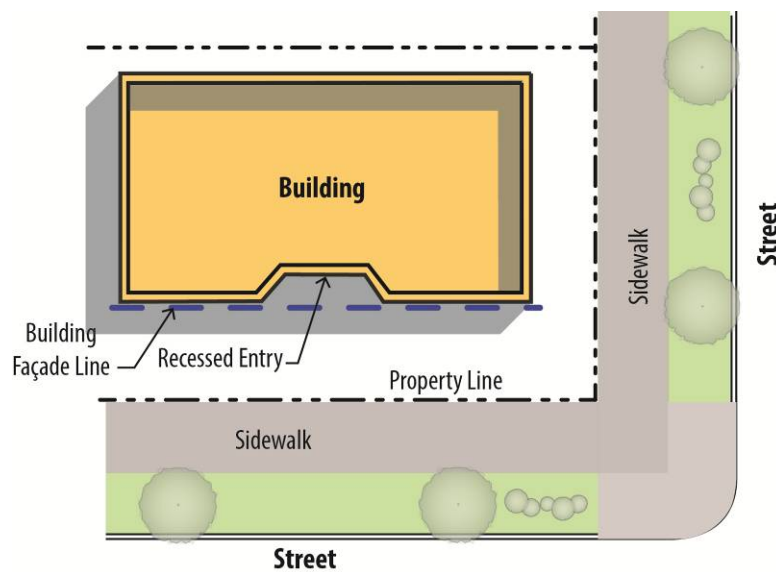
Building Façade Line. Is the location of the vertical plane of a building along a street frontage.



Section View – Gallery Building



Section View – Arcade Building



Plan View

Building Frontage. Is the percentage of a building's façade line that is required to be located within the Build-to Zone (BTZ) as a proportion of the lot's width along the fronting public street. Required stairs to access entrances, parks, plazas, squares, improved forecourts, and pedestrian breezeway frontages shall count towards the required building frontage.

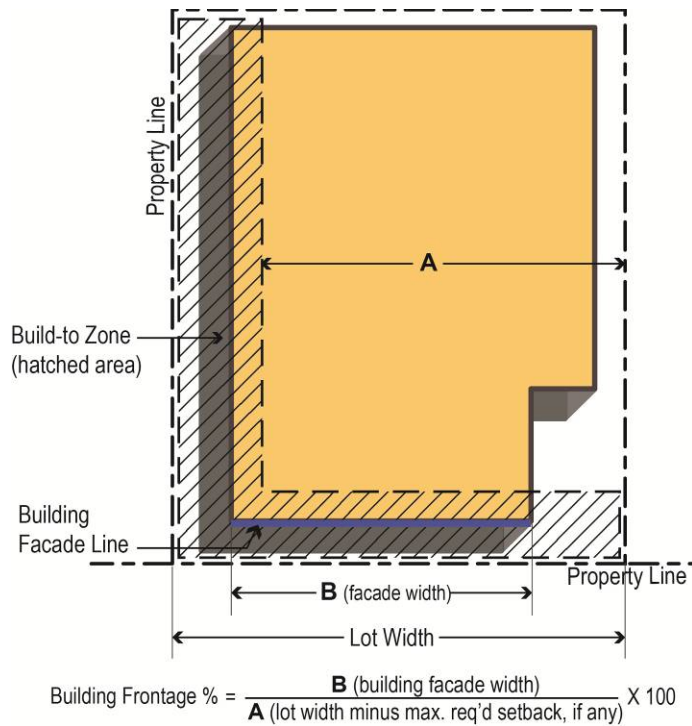


Image showing Building Frontage calculation

Building Official. The person(s) employed by the City to perform the duties of the building permit/inspection department.

Building Permit. A written document issued by the City authorizing the development of a lot or improvement to dwelling units, structures or other facilities located on said lot. "Building Permit" will include the issuance of a permit for irrigation or sprinkler systems.

Building Setback Line. The line within a property that is the minimum horizontal distance between a building or other structure and the adjacent street Right-of-Way/property line.

Certificate of Acceptance (CA). The Certificate of Acceptance is the official certificate issued by the City when all public improvements have been completed and the subdivision or development is acceptable to the city for maintenance. It also may be referred to as "final acceptance" or "completion and acceptance." The beginning of all warranties, as may be guaranteed by a maintenance bond, shall be the date of the certificate of acceptance.

Certificate of Occupancy (CO). A Certificate of Occupancy is an official certificate issued by the City through the enforcement official which indicates conformance with the City's rules and regulations and which authorizes legal use of the premises.

Childcare (or Day Care). A place other than the child's or children's own home or homes in which care, supervision, and guidance of a child or children unaccompanied by parents, guardian or custodian is provided on a regular basis for a period of less than twenty-four (24) hours a day, whether operated for profit or nonprofit.

Climate Controlled Self-Storage. A facility where customers may access storage units through an interior space and where the storage units are temperature controlled in an effort to avoid temperature extremes inside the facility.

City Attorney. The person(s) so designated by the City Council to provide oversight for and have legal responsibility for the City. This term will also include any designee of the City Attorney.

City Council. The duly elected governing body of the City of Fair Oaks Ranch, Texas. Whenever the term “Council” or “City Council” or “the Council” is used, it means the governing body of the City of Fair Oaks Ranch, Texas.

City Engineer. The person(s) so designated by the City Manager to provide oversight for and have responsibility of the City’s Engineering, Public Works and Utilities functions. This term will also include any designee of the City Engineer.

City Limits. The city limits is the municipal boundary of the City as determined by City ordinances and annexations.

City Manager. The chief administrative and executive officer of the City, appointed by the City Council, and responsible to the City Council for the administration of all the affairs of the City. “City Manager” includes any City employee designated to act on the City Manager’s behalf.

City of Fair Oaks Ranch (City). The City of Fair Oaks Ranch, including parts of Bexar, Kendall, and Comal Counties, Texas; it’s corporate limits and associated ETJ.

City Secretary. A person designated by the City Council to provide clerical and official services for the City Council. This term will also include any designee of the City Secretary.

Collector Streets. See Streets, Collector.

Commission. See Planning and Zoning Commission.

Community Facilities (CF) Zoning District. See Zoning Districts.

Community (or Group) Home. A residence operated as a single dwelling, licensed by the government and operated by a governmental or a private, or non-profit agency, providing food, shelter, personal guidance, rehabilitation, care, and/or habitation services to persons due to physical condition or illness/disability, or nonviolent mental condition or illness/disability, elderly age, or social, behavioral or disciplinary problems, where authorized supervisory personnel are on the premises.

Comprehensive Plan. The Comprehensive Plan, including all revisions thereto, adopted by the City Council as the official policy regarding the guidance and coordination of the development of land in the City. The Comprehensive Plan indicates the general location recommended for various land uses, transportation routes, public and private buildings, streets, utilities, drainage, parks and other public and private developments and improvements and population projections. It may also be referred to as “Comp Plan.”

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Conservation Development Alternative. The Conservation Development Alternative can be used in the Rural Residential or Neighborhood Residential Districts and should be used where it is in the best interests of the Developer and the City to enhance a development by limiting density, and providing additional open space, preserving natural resources. Conservation Development may also be utilized to promote a variation in housing types within a development where the City

deems it appropriate. These regulatory incentives are intended to ensure that regulatory modifications to the zoning standards benefit the general public welfare as well as the landowner.

Conditional Use. See Uses, Conditional Use.

Consent Agreement. Agreement between applicant/property owner and the City, wherein the parties may agree upon how City may enforce rights under Chapter 245 of the Texas Local Government Code as to certain property or development.

Construction Bond. See Bond, Construction.

Developer. A person or entity, limited to the property owner or duly authorized representative thereof, who proposes to undertake or undertakes the division, developments, or improvement of land and other activities covered by these Subdivision Regulations. The word Developer is intended to include the terms Owner, Owner's Agent, Landowner, Property Owner, Developer, Subdivider and, when submitting platting documents, Applicant.

Development. Any manmade change to improved or unimproved real estate, including but not limited to, buildings and/or other structures, paving, drainage, utilities, storage, and agricultural activities.

Director of Public Works and Utilities. See City Engineer.

Driveway. A driveway is a private or semi-public access route commonly used by motor vehicles, trailers and other vehicles that can be licensed for use on a public street. Driveways include access routes to garages, carports, and parking spaces. Areas where such vehicles are stored for more than 24 hours are considered to be driveways for the purposes of this Code.

Duplex. A structure on a single lot designed to accommodate two dwelling units.

Dwelling Unit. A structure or portion of an overall structure in which a typical household or person or unrelated persons would reside together. A single dwelling unit would include a single-family detached house or individual units of attached housing, i.e., one unit within a duplex, triplex, quadplex, or larger apartment building.

Easement. Authorization by a property owner for another to use any designated part of the owner's property for a specified purpose or use and evidenced by an instrument or plat filed with the County Clerk. Among other things, easements may be used to install and maintain utility lines, drainage ditches or channels, or for other City or public services.

Extraterritorial Jurisdiction (ETJ). The unincorporated area, not a part of any other municipality, which is contiguous to the corporate limits of the City, the outer limits of which are measured from the extremities of the corporate limits of the City outward for the distance as stipulated in Chapter 42 of the Texas Local Government Code, according to the population of the City, and in which area the City may regulate subdivisions and enjoin violation of provisions of this Code.

Façade Area. Means the surface area of a building's elevation (including all floors) not counting minor indentations fronting a particular street. Ground floor façade area is the surface area of a building's ground floor elevation not counting minor indentations fronting a particular street. Upper floor façade area is the surface area of a building's upper floor elevations not counting minor indentations fronting a particular street.

Facilities or Facility. Facilities includes, but is not limited to, pipes, conduits, wires, cables, towers, switches, amplifiers, transformers, fiber optic lines, antennas, poles, ducts, conductors, lines, mains, vaults, appliances, attachments, equipment, structures, manholes, fixtures,

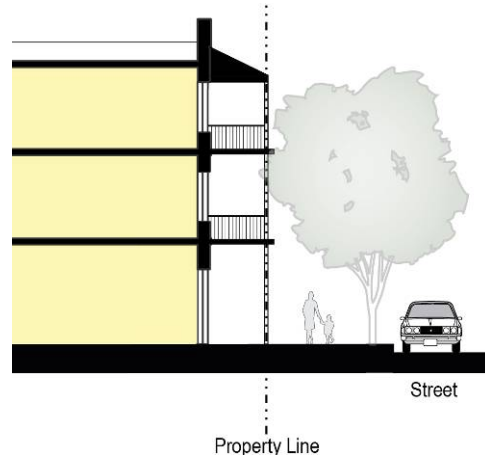
appurtenances, and such other objects, devices, or other items of tangible personal property which are designed, constructed, installed, placed, used or operated in, upon, over, across, above, or below public rights-of-way. Notwithstanding the foregoing, structures designed and constructed for the support and passage of vehicular and pedestrian traffic, such as streets, alleys, highways, driveways, and sidewalks, whether at, below, or above grade, will not be deemed to be facilities. Provided further, a private individually owned connection and/or attendant downstream service line or device, through which a utility service is received by the end user owning same, for which required permits have been issued under applicable building, plumbing, electrical, or other codes of the City, will not be deemed as facilities hereunder.

Fair Oaks Ranch Homeowners Association (FORHA). The association in the City of Fair Oaks Ranch that makes and enforces rules for the properties within its jurisdiction and that owns and maintains private parks, open space and streets.

Family Home Child Care. A residence operated as a childcare facility for not more than six (6) children under fourteen (14) years of age, excluding the caretaker's own children, and that provides care after school hours for not more than six (6) additional elementary school siblings of the other children given care, but the total number of children, including the caretaker's own, does not exceed twelve (12) at any given time.

Final Plat. See Plats, Final.

Gallery. Is a roofed promenade or canopy, especially one extending along the wall of a building and supported by arches or columns on the outer side. The gallery space is unenclosed (non-conditioned) space and may be 2 or more stories tall.



Group Home. See Community (or Group) Home.

Transitional Housing. A residence operated as a single dwelling, licensed by the government and operated by a governmental, or private, or non-profit agency, for the housing, rehabilitation, and training of persons on probation, parole, or early release from correctional institutions, or other persons found guilty of criminal offenses.

Home Occupation. Any activity customarily carried out for gain by a resident, conducted as an Accessory Use in the resident's dwelling unit. Permitted and prohibited home occupations are found in Section 14.05.004 of this Code.

Impervious Cover. All streets and pavement within a development, to include parking areas, buildings, pools, patios, sheds, driveways, sidewalks and other impermeable construction covering the natural land surface that is constructed in such a way that does not allow water to penetrate the ground.

Landscaping. Changing the natural features of a plot of ground so as to make it more attractive, as by adding lawns, trees, bushes, etc.

Logistics (LO) Zoning District. See Zoning Districts, Logistics.

Lot. An undivided tract or parcel of land having frontage on a public street or an approved open space having direct street access, and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract, and which is identified by a tract number, lot number, or other symbol in a duly approved subdivision plat which has been properly filed of record.

Maintenance Bond. See Bonds, Maintenance.

Manufactured Home. A HUD-code manufactured home, as defined by the Texas Occupations Code. As of Sept. 1, 2017, that was: a structure constructed on or after June 15, 1976 or a mobile home. "Mobile home" means a structure constructed before June 15, 1976, according to the rules of the United States Department of Housing and Urban Development; built on a permanent chassis; designed for use as a dwelling with or without permanent foundation when the structure is connected to the required utilities; transportable in one or more sections; and, in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet. The term does not include a recreational as defined by the State of Texas.

Manufactured Housing. A term used to include both HUD-code Manufactured Homes and Mobile Homes.

Master Plan. The long-term perspective plan for guiding the sustainable planned development of the City, including the planning guidelines, policies, development code and space requirements for various activities supporting the City's population during the Plan period. It is also the basis for all infrastructure requirements, e.g., the Transportation Master Plan, the Water and Wastewater Master Plan, the Drainage Master Plan, etc.

Mixed Use Village (MU) Zoning District. See Zoning Districts, Mixed Use Village.

Mobile Home. A structure constructed before June 15, 1976, built on a permanent chassis and designed for use with or without a permanent foundation when connected to the required utilities. A mobile home is transportable in one or more sections and, in the traveling mode, is at least eight body feet in width or at least 40 body feet in length, or, when erected on site, at least 320 square feet.

Multi-unit Home. Means a Residential building containing either 3 or 4 units either as leasable units or individually owned. Architecturally Multi-Unit Homes are to appear similar to single family homes with only one or two primary entrances per street frontage encouraged.



*Image of a
multi-unit home.*

Multi-family Residential Building. Five or more units for sale or rent, under single ownership or under multiple owners within a condominium regime.

Neighborhood Commercial (NC) Zoning District. See Zoning Districts, Neighborhood Commercial District.

Neighborhood Residential (NR) Zoning District. See Zoning Districts, Neighborhood Residential District.

Nonconforming (Use or Structure). Any land use, platted lot, or structure which does not conform with the current regulations of this Code, but that was already in existence, lawfully constructed and operating at the time of the amendments to the relevant provisions of the Code that made the structure or use nonconforming.

Notice. Actual notice by personal delivery or written notice sent by registered or certified mail.

Official Zoning Map. See Zoning Map.

Open Space. Areas intended for outdoor living, recreation, and/or to maintain the area's natural state, scenic beauty, and wildlife habitat including, but not limited to, parks, trails, and squares.

Open Space (OS) Zoning District. See Zoning Districts, Open Space.

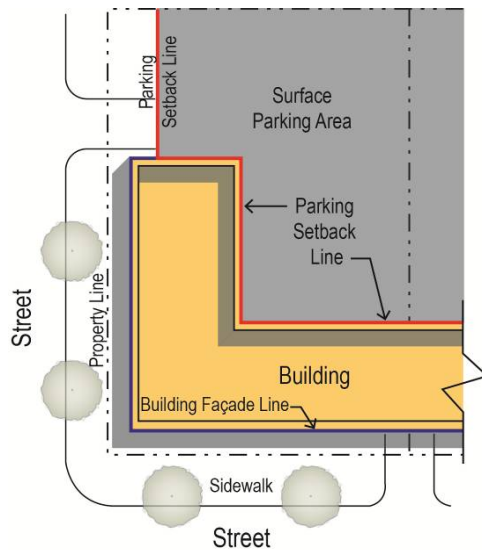
Outdoor Display and Storage. Outdoor display is defined as the display of products actively available for sale, but does not include products in closed boxes, crates, other kinds of shipping containers, or uses considered outdoor storage. Outdoor storage is more intensive than outdoor display and generally means materials stored in outdoor storage that are not normally brought indoors overnight. Additional regulations for Outdoor Display and Storage may be found in Section 14.05.003 of this Code.

Owner. The word "owner," applied to a building or land, will include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole or of a part of such building or land. See Developer.

Parks and Trails. See Open space.

Parking Setback Line. Means the distance that any surface parking lot is to be set back from either the principal building façade line or property line along any street frontage (depending on the

specific standard in the Zoning District). Surface parking may be located anywhere behind the parking setback line on the property.



Patio Home. Are single-family detached or attached (duplex) homes of no more than two attached units, each located on a small lot that has at least some private yard space, generally in the back and/or side yards, but also possibly a small front yard. These types of homes may also be called “Villa” or “Zero Lot Line” homes if the homes are located on one of the side property lines.

Pervious Surface. Patios, pathways and other areas where firm footing is desired, constructed in such a way that allows for water to penetrate the ground. Examples include flagstone set in sand and wood plank decks, but exclude concrete slab patios and sidewalks or pavers set with mortar and generally defined as impervious.

Planned Unit Development (PUD). See Zoning Districts, Planned Unit Development.

Planning and Zoning Commission (Commission). The Planning and Zoning Commission of Fair Oaks Ranch, TX, appointed by the City Council.

Plans and Specifications. A set of drawings and/or specifications, including paving, water, wastewater, drainage, or other required plans, submitted to the City for review in conjunction with a subdivision or a development.

Plat. A map or chart of the subdivision, lot or tract of land. A Plat (i.e., Preliminary Plat, Final Plat, Minor Plat, Replat, or Amending Plat) established in LGC 212, Subchapter A involving the subdividing of land in two (2) or more parts or the amending of a recorded Plat.

Premises. A lot or tract within the City or its ETJ, and contiguous tracts in the same ownership, which are not divided by any public highway, street, alley, or right-of-way.

Preschool. A facility that provides supervision and guidance of a child or children unaccompanied by parents, guardian or custodian, and is provided on a regular basis for a period of less than twenty-four (24) hours a day, whether operated for profit or nonprofit, and which implements a planned curriculum of games, lessons, songs, or social exercises.

Principal Building. Means the building or structure on a lot used to accommodate the primary permitted use.

Primary Entrance. Means the public entrance located along the front of a building facing a street or sidewalk and provides access from the public sidewalk to the building. It is different from a secondary entrance which may be located at the side or rear of a building providing private controlled access into the building from a sidewalk, parking or service area.

Professional Engineer: A person duly authorized under the provisions of the Texas Engineering Practice Act, as heretofore or hereafter amended, to practice the profession of engineering and who is specifically qualified to design and prepare Construction Plans and specifications for public works improvements. A professional engineer registered in the State of Texas

Property. The word “property” will mean and include real and personal property. State law reference – “Property” defined, V.T.C.A., Government Code, Sec. 311.005.

Real Property. The term “real property” will mean and include lands, tenements and hereditaments.

Residential Use Building. Means a building that is built to accommodate only residential uses on all floors of the building such as a detached single family home, attached single family home (i.e. townhome), Patio home/two family home (i.e. duplex), Multi-unit home (3 – 4 units), Multi-family Residential building (for sale or rent under single ownership or under multiple owners within a condominium regime).

Rezoning. Rezoning means to change the zone or zoning classification assigned to a district for the purposes of land use.

Right-of-Way (ROW). A parcel of land occupied or intended to be occupied by a street or alley that may also be used for other facilities and utilities, such as sidewalks, electrical communication, oil or gas, water or sanitary or storm sewer facilities, and parkways and medians outside of pavement. For platting purposes, the term ROW will mean that every ROW shown on a Final Plat is to be separate and distinct from the lots or parcels adjoining such ROW and not included within the dimensions or areas of such lots or parcels; presumed to be a fee simple dedication to the City, unless otherwise indicated on the Plat.

Rural Residential (RR) Zoning District. See Zoning Districts, Neighborhood Rural

Setback. The minimum distance specified by this Code from the front, rear, and side lot lines, and extending across the full width of the lot, on which no building or structure may be erected.

Sexually Oriented Business or SOB. An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult mini-theater, escort agency, nude modeling studio, unlicensed massage parlor, or any other establishment wherein one of its primary business purposes is the offering of a service, live entertainment or the selling, renting, or exhibiting of devices or any specified anatomical parts intended to provide sexual stimulation or sexual gratification to the customer and which is distinguished by or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas.

Sexually Oriented Businesses do not include:

- Any business operated by or employing licensed psychologists, licensed physical therapists, licensed athletic trainers, licensed cosmetologists, or licensed barbers performing functions authorized under the licenses held;

- Any business operated by or employing licensed physicians or licensed chiropractors engaged in practicing the healing arts; or
- Any retail establishment whose major business is the offering of wearing apparel for sale to customers.

Any definition of Sexually Oriented Businesses that is created through a subsequent Fair Oaks Ranch City Ordinance will supersede this definition and will become the operative definition for all relevant regulations under this Code.

Single-family Residence. Single-family dwelling unit.

Site. Any tract, lot or parcel of land or combination of tracts, lots or parcels of land, which are in one ownership, or are contiguous and in diverse ownership and where development is to be performed as part of a unit, subdivision, or project as shown on an application.

Site Area, Gross. The total amount of acreage of raw land.

Site Area, Net. The portions of the site that exclude floodplain and wastewater irrigation area and the aggregate of 100% of land with a gradient of 15% or less; 50% of the land with a gradient of more than 15% but less than 25%; and floodplain, outside the Edwards Aquifer Recharge Zone, dedicated for public use

Special Use Permit. A discretionary permit issued for a specific use that would not be appropriate generally or without restriction, except for certain findings by the City. Special Use Permit may be appropriate where the City finds that the proposed use conforms to the Comprehensive Plan and is compatible with the existing neighborhood, and where certain conditions governing the proposed use exist. Places where Special Use Permits will be considered are detailed in the land use tables as part of this code.

Street. A street is all property that is contained within fixed boundaries commonly referred to as right-of-way (ROW) lines, for the primary purpose of vehicular movement and circulation, and in which traveled roadways exist, along with various service utilities and sidewalks for pedestrian circulation.

Streets.

- Alley. Alleys will be paired with certain street types in specific development contexts. A public or private vehicular roadway, designed for the special accommodation of the property it serves and not intended to be used for general public use. In no case will dead-end alleys be permitted.
- Local Connector. Local Connectors access to Collectors and Arterials and are used for minor circulation within a development with moderate traffic accommodation and local multimodal users. A Local Connector Street primary functions to serve abutting land use and traffic within a neighborhood or limited residential district, approximately two hundred to one thousand trips per day, maximum. A local street is generally not continuous through several districts.
- Local Neighborhood Residential. Similar to Local - Rural Residential Streets, these streets primarily access medium density neighborhoods within a development but with some pedestrian facilities. These streets serve abutting land use and traffic within a neighborhood or limited residential district and is not generally continuous through several districts.

- Local Rural Residential. Local Rural Residential Streets access primarily low density rural residential lots within a development without added pedestrian facilities. These streets serve abutting land use and traffic within a neighborhood or limited residential district and is not generally continuous through several districts.
- Arterial. Major Arterials are roadway that serve as a connection to a major highway and generally have rural treatment and buffers to adjacent development. The primary function of an arterial street is to carry high volumes of through traffic, a minimum of five thousand trips per day. Access is usually limited to intersections and major driveways and serve as a link between major activity centers. Streets which carry large volumes of traffic from one part of the city to another.
- Collector. Major Collector Streets access to Arterials. Used for major circulation between developments, these streets are ideal as an edge for mixed-use to serve multi-modal users. A street whose main purpose is to collect and direct traffic from local streets to arterial streets, to carry traffic between arterial streets, approximately one thousand to five thousand trips per day, or to provide access to abutting commercial or mixed use properties or higher intensity residential land uses. Collectors may have a landscaped median supplemental width in the landscaped right-of-way that serves as a buffer between the roadway and adjacent development and preserves and enhances the natural landscape as much as possible.



Image of a combination masonry and living street screen

Structure. Anything constructed or erected, other than a fence or retaining wall, which requires location on the ground or if attached to something having a location on the ground, including but not limited to, buildings, advertising boards, poster boards, mobile homes, manufactured homes, gas and liquid storage tanks, garages, barns, and sheds. For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

Subdivision. A division of any tract of land located within the corporate limits or in the extraterritorial jurisdiction of The City of Fair Oaks Ranch into two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts. A subdivision includes a division of a tract regardless of whether it is made by using a metes and bounds description in a deed of

conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. Subdivision includes Resubdivision but does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

Telecommunications. Refers to any structure that is designed and constructed for the purpose of telecommunications and broadcasting including, but not limited to, antennas, satellites, towers, and telecommunication buildings.

Temporary Uses. See Uses, Temporary.

Townhome. A building type for rent or ownership that has shared walls and often a zero lot line configuration. Also known as Attached Single Family or Row houses.

Uses:

- Accessory. A use of land or of a building, or portion thereof, customarily incidental and subordinate to the principal use of the land or building, and located on the same lot as the principal use. An accessory use shall not be permitted without the principal use to which it is related. Additional regulations for Accessory Uses may be found in Section 14.05.004 of this Code.
- Conditional (P/C). Some uses require supplemental regulations in addition to all other applicable regulations of this Code. A conditional use is permitted by right and approval by City Council is not required, provided that it meets the *conditional* use standards found in Section 14.05.003, as well as the other applicable regulations of this Code.
- Special (S). A Special Use Permit is allowed only if approved by City Council in accordance the standards found in Section 14.05.002.

Variance. Formal approval to depart from the strict application of the provisions of this Code, as provided in Section 14.01.004 (c) of this Chapter and Section 1.01.010(e) of this Code.

Zoning Board of Adjustment. The Zoning Board of Adjustments of Fair Oaks Ranch, Texas, appointed by the City Council. Also referred to as “the Board” within this Code.

Zoning Districts:

- Community Facilities District (CF). The Community Facilities District is intended for locations at which facilities are provided for governmental, religious, educational, health care, social service, and special facilities.
- Existing Residential 1 (R1). The Existing Residential 1 (R1) category governs the most dense existing residential types with lot sizes generally under 0.3 acres. Exclusive of city permits and ordinances, all lot, building, landscaping and other standards will be controlled by the applicable deed restrictions in these neighborhoods, in compliance with City ordinance requirements.
- Existing Residential 2 (R2). The Existing Residential 2 (R2) category governs the low density existing residential lots with lot sizes generally between 0.3 acres and 1.3 acres. Exclusive of city permits and ordinances, all lot, building, landscaping and other standards will be controlled by the applicable deed restrictions in these neighborhoods, in compliance with City ordinance requirements.

- Existing Residential 3 (R3). The Existing Residential 3 (R3) category governs the existing rural residential lots with lot sizes generally between 1.3 acres and 5 acres. Exclusive of city permits and ordinances, all lot, building, landscaping and other standards will be controlled by the applicable deed restrictions in these neighborhoods, in compliance with City ordinance requirements.
- Existing Residential 4 (R4). The Existing Residential 4 (R4) category governs the existing ranchette lots with lot sizes generally over 5 acres. Exclusive of city permits and ordinances, all lot, building, landscaping and other standards will be controlled by the applicable deed restrictions in these neighborhoods, in compliance with City ordinance requirements.
- Logistics (LO). The Logistics District (LO) is intended to provide an area for appropriately scaled office-warehouse and what is sometimes called light industrial/commercial uses at discrete locations in the City.
- Mixed Use Village (MU). The Mixed Use Village District indicates areas within the City of Fair Oaks Ranch where the City encourages a mixture of uses that create pedestrian scaled commercial and residential development at major nodes in the City that generally conform to a Hill Country Design aesthetic.
- Neighborhood Commercial District (NC). The Neighborhood Commercial District (NC) is intended to provide areas for commercial activity and certain other activities that are relatively compatible with residential areas or is located within residential neighborhoods.
- Neighborhood Residential (NR). The Neighborhood Residential District serves as the residential district for areas where low to medium density development is appropriate in Fair Oaks Ranch. The district accommodates most housing needs by allowing for housing types and contextual development standards and provides Fair Oaks Ranch with a variety of housing that ensures effective community development.
- Rural Residential (RR). The Rural Residential District zoning district is a residential district that includes land subdivided for single-family residential purposes and associated uses. The lots are generally large (or have a large average size inclusive of conservation areas), and are generally not served by urban infrastructure. This district is intended to retain a rural character.
- Open Space (OS). Open Space serves to preserve the rural aesthetic and ensure preservation of land for environmental stewardship. These areas may be owned and operated by a government entity such as the City of Fair Oaks Ranch, a private entity or protected through private covenant and managed by a homeowner's entity such as FORHA.
- Planned Unit Development (PUD). The purpose of the Planned Unit Development District (PUD) is to promote development that is more flexible, allows clustering, different lot sizes, that may more sensitive to the natural environment, can create a significantly enhanced natural setting and/or sense of place, or otherwise enhances the spirit, design character and pattern of development called out in the Comprehensive Plan for Fair Oaks Ranch. A PUD may be used to permit new or innovative concepts in and mixtures of land uses not permitted by other zoning districts in this Code or to permit development projects that existing districts cannot easily accommodate. A PUD is appropriate in areas where the Comprehensive Plan reflects the specific uses proposed in the PUD, or proposes mixed use as a land category. Rezoning to the PUD district requires a specific PUD ordinance and a General Development Plan from the property owner.

Zoning Map. Zoning map means a map that shows the various zoning districts in the City. The Zoning Map is created by this Code and is always kept current. The Zoning Map will show the number of districts, into which the City is divided, and the status and usage of each district.

ACRONYMS

BTZ	Build-to-Zone
CA	Certificate of Acceptance
CF	Community Facilities District
CO	Certificate of Occupancy
ETJ	Extraterritorial jurisdiction
FOR	City of Fair Oaks Ranch
FORHA	Fair Oaks Ranch Home Owners Association
LGC	Texas Local Government Code
LO	Logistics District
MU	Mixed Use Village
NC	Neighborhood Commercial District
NR	Neighborhood Residential District
OS	Open Space
PUD	Planned Unit Development
R1	Existing Residential 1 District
R2	Existing Residential 2 District
R3	Existing Residential 3 District
R4	Existing Residential 4 District
RR	Rural Residential District
ROW	Right-of-Way
SOB	Sexually Oriented Business

Article 2 – Official Zoning Map

Section 14.02.001 *Creation of Official Zoning Map.* The City is divided into zoning districts, shown on the Official Zoning Map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this Code. The Official Zoning Map shall be located in the City of Fair Oaks Ranch City Hall and be identified by the signature of the Mayor, attested to by the City Secretary and bear the Seal of the City of Fair Oaks Ranch under the following words: "*This is to certify that this is the Official Zoning Map of the City of Fair Oaks Ranch.*"

Section 14.02.002 *Changes to the Official Zoning Map.* If, in accordance with the provisions of this Code and §211.006 of the Texas Local Government Code, as amended, changes are made in the district boundaries or other matter portrayed on the Official Zoning Map, such changes shall be effective immediately.

- (a) Once a year the City shall update the Official Zoning Map by entering any changes approved by the City Council and the Mayor shall sign the map attesting the changes.
- (b) Approved zoning changes shall be entered on the official zoning map by the City Manager or a designated representative and each change shall be identified on the map with the date and number of the Ordinance making the change.
- (c) No change of any nature shall be made on the Official Zoning Map or matter shown thereon except in conformity with procedures set forth in this Code.

Section 14.02.003 *Replacement of Official Zoning Map.* In the event that the Official Zoning Map becomes damaged, destroyed, lost, or difficult to interpret because of the nature or number of changes and additions, the City Council may at any time by resolution adopt a new Official Zoning Map, which shall supersede the prior Official Zoning Map. The new Official Zoning Map may correct drafting or other errors or omissions in the prior Official Zoning Map and bring the Official Zoning Map up-to-date to reflect any and all amendments or changes in the same.

Section 14.02.004 *Interpreting Zoning District Boundaries.* Where uncertainty exists as to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:

- (a) Boundaries indicated as approximately following the centerlines of street, highways, or alleys shall be construed to follow such centerlines.
- (b) Boundaries indicated, as approximately following platted lot lines shall be construed as following such lot lines.
- (c) Boundaries indicated, as approximately following city limits shall be construed as following city limits.

- (d) Boundaries indicated as approximately following the center lines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such center lines.
- (e) Boundaries indicated as parallel to or extensions of features indicated in subsections (a) through (d) above shall be so construed. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map.
- (f) Where physical or cultural features existing on the ground are at variance with those shown on the Official Zoning Map, or where precise scale is difficult to determine, or in circumstances not covered by subsections (a) through (e) above, the City Manager shall interpret the district boundaries.

Section 14.02.005 *Digital Mapping.* Digital maps, created through the use of Geographical Information Systems (GIS) technology, containing registration points recorded on the Texas State Plane Coordinate System (USGS NAD 83, mean sea level) and Texas State Plane, measured in feet, as amended, may be used in the administration and enforcement of this Code, but will not replace the paper originals of official maps required by this Code.

Section 14.02.005 *Building Frontage.*

- (a) **Building Frontage Designations.** The Building Frontage designations are established by the Zoning Map to specify certain building form and site development standards along each street illustrating the City's regulatory commitment to providing streets in certain areas that are oriented to pedestrian travel and safety, as well as auto travel and safety. The Zoning Map illustrates the Building Frontage designations within Fair Oaks Ranch. For the purposes of this code, all Building Frontages are classified into one of the following three (3) categories:

- (1) Primary Frontages. Primary Frontages are intended to provide the most pedestrian friendly context. Buildings and sites along Primary Frontages shall be held to the highest standard of pedestrian-oriented design and few gaps shall be permitted in the "Street Wall." Breaks in the street wall may be permitted for courtyards, forecourts, sidewalk cafes, and pedestrian connections between the individual sites and the public sidewalk. Publicly accessible spaces designed for people to congregate, such as outdoor cafes, patios, and plazas, when differentiated from the sidewalk, may be included in the building façade delineation for purposes of meeting a build-to or setback range requirement. These Primary Frontages are envisioned by the City as the main retail, restaurant, and entertainment-oriented streets of the city, or are important neighborhood connection points. Primary Frontages are designated on the Zoning Map.
- (2) Secondary Frontages. Secondary Frontages are also intended to be pedestrian-oriented. However, in some locations, where access to a General Frontage block or alley is not available, Secondary Frontages may need to accommodate driveways, parking, service/utility functions, and loading and unloading. In such cases, Secondary Frontages may balance pedestrian orientation with automobile

accommodation. Areas with Secondary Frontages may include a hybrid development design that has a more pedestrian-supportive development context at street intersections and accommodates auto-based functions and surface parking in the middle of the block. Surface parking shall be screened from the roadway with a street wall or with a landscape fence. Secondary Frontages are designated on the Zoning Map.

- (3) General Frontages. General Frontages are intended to accommodate more auto-oriented uses, surface parking, and service functions on a site with a more suburban/automobile orientation. The General Frontages shall include any building frontages not designated as either a Primary or Secondary Frontage on the Zoning Map.
- (b) New Street Frontages. A new street created after the adoption of these zoning regulations shall have frontage designations assigned by the City Manager (or designee) based on the appropriate street designations identified in Section 14.04.002 of this Code and on planning principles represented in the Future Land Use Map and the Transportation Plan included in the comprehensive plan.
- (c) Change of Frontage Designation. A frontage designation may be changed administratively with approval from the City Manager (or designee).

Article 3 – Rezoning

Section 14.03.001 *Amending the Official Zoning Map.* Any decision to amend the Official Zoning Map shall be made based on the procedure outlined in this Section, below. No rezoning action may specifically vary from the Permitted Uses Table 14.2 found in Section 14.05.001, or from the Future Land Use Map included in the Comprehensive Plan.

- (a) Applicability. For the purpose of establishing and maintaining sound, stable, and desirable development within the corporate limits of the City, the Official Zoning Map may be amended based upon changed or changing conditions in a particular area or in the City generally, or to rezone an area, or to extend the boundary of an existing Zoning District.
- (b) Amending the Official Zoning Map for Planned Use Developments. For Planned Use Developments, the City Manager will promulgate a procedure based on the Comprehensive Plan and related planning studies.
- (c) Any decision to amend the Official Zoning Map shall be heard for approval by a joint public hearing of the City Council and the Planning and Zoning Commission.

Section 14.03.002 *Newly Annexed Territory.* All areas annexed into the City shall be provided a temporary zoning designation by City Council at the time of annexation. As soon as practical after the annexation, but in no case later than one year, after the completion of annexation proceedings City Council shall permanently zone the area.

Article 4 – Zoning Districts

Section 14.04.001 *Zoning Districts and Table.* The following Zoning Districts reflect the existing land uses and recommended future land uses included in the City of Fair Oaks Ranch Comprehensive Plan. The Future Land Use Map should be consulted for areas located outside of the current City Limits of Fair Oaks Ranch in order to determine the recommended use(s) of land for a specific area.

Portions of the City of Fair Oaks Ranch, as specified on the Official Zoning Map of the City, are hereby divided into the following zoning districts. (Refer to Table 14.2 in Section 14.05.001 for permitted uses within each Zoning District):

Table 14.1 Zoning Districts

RESIDENTIAL DISTRICTS	
Rural Residential	RR
Neighborhood Residential	NR
Existing Residential 1	R1
Existing Residential 2	R2
Existing Residential 3	R3
Existing Residential 4	R4
NON-RESIDENTIAL DISTRICTS	
Mixed Use Village	MU
Neighborhood Commercial	NC
Community Facilities	CF
Logistics	LO
Open Space	OS
SPECIAL DISTRICTS	
Planned Unit Development	PUD

Section 14.04.002 *Residential Districts.* All residential development shall adhere to applicable development standards described in this Code, as well as to the City's subdivision and site development regulations, and other applicable City ordinances.

(a) **Rural Residential District (RR)**

The Rural Residential District (RR) is a residential district that includes land subdivided for single-family residential purposes and associated uses. The lots are a minimum of 5 acres

(or an average of 3.75 acres using the Conservation Development Alternative Minimum to incentivize conservation areas), and are generally not served by urban infrastructure, such as City sewer service. This district is intended to retain a rural character. Residences in the RR district are appropriate primarily for direct access to Local Rural Residential streets.

(b) Neighborhood Residential District (NR)

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

(c) Existing Residential 1 (R1)

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

(d) Existing Residential 2 (R2)

The Existing Residential 2 (R2) category governs existing residential lots with lot sizes generally between 0.3 acres and 1.3 acres. Exclusive of city permits and ordinances, all lot, building, landscaping and other standards will be controlled by the applicable deed restrictions in these neighborhoods, in compliance with City ordinance requirements.

(e) Existing Residential 3 (R3)

The Existing Residential 3 (R3) category governs the existing rural residential lots with lot sizes generally between 1.3 acres and 5 acres. Exclusive of city permits and ordinances all lot, building, landscaping and other standards will be controlled by the applicable deed restrictions in these neighborhoods, in compliance with City ordinance requirements.

(f) Existing Residential 4 (R4)

The Existing Residential 4 (R4) category governs existing rural oriented neighborhoods with lot sizes generally greater than 5 acres. Exclusive of city permits and ordinances all lot, building, landscaping and other standards will be controlled by the applicable deed restrictions, in compliance with City ordinance requirements.

Section 14.04.003 *Commercial, Mixed-use & Non-residential Districts.* All Commercial / Mixed Use / Nonresidential development shall adhere to applicable development standards described in this Code, as well as to the City's subdivision and site development regulations, and other applicable City ordinances.

(a) Mixed Use Village (MU)

The Mixed Use Village District (MU) indicates areas within the City of Fair Oaks Ranch where the City allows and encourages a mixture of uses that create pedestrian scaled

development at major nodes in the City that generally conform to a Hill Country Design aesthetic. Sites in the MU district are appropriate primarily for direct access to Arterial, Collector streets and Local Connector Streets.

(b) Neighborhood Commercial District (NC)

The Neighborhood Commercial District (NC) is intended to provide areas for commercial activity that is relatively compatible with residential areas or is located within residential neighborhoods. Other light commercial uses that are not major daily traffic generators and are generally compatible with nearby residential activity are also allowed. Neighborhood commercial areas shall have pedestrian access to adjacent residential areas. Sites in the NC district are appropriate primarily for direct access to Collector streets, Local Connector streets and Local Neighborhood streets.

(c) Community Facilities District (CF)

The Community Facilities (CF) District is intended for locations at which facilities are provided for governmental, religious, educational, health care, public gatherings, and social services. Sites in the CF district are appropriate primarily for direct access to Arterial, Collector streets and Local Connector Streets.

(d) Logistics (LO)

The Logistics District (LO) is intended to provide an area for appropriately scaled office-warehouse and what is sometimes called light industrial/commercial uses at discrete locations in the City. It is also appropriate for non-commercial uses that may generate significant traffic at limited times, such as places of worship and educational or community institutions. Sites in the LO district are appropriate primarily for direct access to Arterial and Collector streets.

(e) Open Space (OS)

Open Space (OS) serves to preserve the quasi-rural aesthetic character of Fair Oaks Ranch, to ensure preservation of land for environmental stewardship, to guard against erosion and provide for flood control, to provide for natural light and greenery within the City, and to generally contribute to the public health and welfare. These areas may be owned and operated by a government entity such as the City of Fair Oaks Ranch, a private entity, or protected through private covenant and managed by a homeowner's entity such as FORHA. All open space identified on the Future Land Use Map indicates areas where open space is to be preserved. Proposed development near these general locations shall consider including open space within the development.

Section 14.04.004 *Special Zoning Districts*. A Special Zoning District is a zoning district that establishes regulations that are unique to the district but combine with the regulations of an underlying (base) zoning district. The purposes of a Special Zoning District shall be to establish additional or different development and/or design criteria in exchange for a public benefit. An overlay may also establish conditions for uses, or to authorize special uses, together with standards for such uses, not otherwise allowed in the base district.

(a) Planned Unit Development (PUD). The purpose of the Planned Unit Development District (PUD) is to promote development that is more flexible, allows clustering, different lot sizes,

that may more sensitive to the natural environment, can create a significantly enhanced natural setting and/or sense of place, or otherwise enhances the spirit, design character and pattern of development called out in the Comprehensive Plan for Fair Oaks Ranch. A PUD may be used to permit new or innovative concepts in and mixtures of land uses not permitted by other zoning districts in this Code or to permit development projects that existing districts cannot easily accommodate. A PUD is appropriate in areas where the Comprehensive Plan reflects the specific uses proposed in the PUD, or proposes mixed use as a land category. Rezoning to the PUD district requires a specific PUD ordinance and a General Development Plan from the property owner.

Section 14.04.005 *Conservation Development Alternative.* The Conservation Development Alternative provides a development option that permits flexibility of design in order to promote environmentally sensitive and efficient uses of the land. A Conservation Development Alternative is a development of land within Rural Residential or Neighborhood Residential Districts, occupying ten (10) contiguous acres or more, that is developed in a manner generally consistent with engineering and planning principles often described as “low impact design.” The land must also be under unified control and planned and developed as a whole in a single development operation or programmed series of development stages. The development may cover more than one parcel as long as all parcels are contiguous, but the entirety of each included parcel will be included in the gross area of the development. This process also provides incentives to landowners by providing uniform rules to govern increased density, outlined in the table below, entitled “Conservation Development Alternative Density Incentive.” Conservation Development may also be used to preserve natural resources, minimize infrastructure costs for the landowner or the City, and to better conform lot configurations and housing types to topography and market needs in places where the City deems it appropriate. These regulatory incentives are intended to ensure that regulatory modifications to the zoning standards benefit the general public welfare as well as the landowner. A Conservation Development must be clearly indicated as such on its Preliminary and Final Plats.

Conservation Development Alternative Density Incentive

Zoning District	Neighborhood Residential	Rural Residential
Conventional Lot Size Minimum	1 Acre	5 Acre
Conservation Development Alternative Minimum	.75 Acre (blended average)	3.75 Acre (blended average)

(a) Standards

- (1) All street and utility improvements will be constructed to standards specified by the City. Private street widths may vary with City Manager approval from widths required in the subdivision regulations, and interior streets may be either public or private.

- (2) All Conservation Developments will provide for continuous and perpetual maintenance of stormwater management facilities, common open space, common recreation facilities, private roads, utilities, parking areas, and other similar development within the boundaries of the development in a form and manner acceptable to the City.
- (3) Platting will be required for all projects that involve or contemplate the subdivision of land. Lots in a platted Conservation Developments may be sold to separate owners.
- (4) To encourage design flexibility, conservation of natural amenities, and innovations that result in a higher quality residential environment than traditional subdivisions, comprehensive site planning is required of all Conservation Developments.
- (5) The buildable area is the gross area of the Conservation Development minus the protected Conservation areas. The minimum restricted conservation area will comprise all of the types as defined below. The minimum restricted Conservation Area will total not less than 30 percent of the total buildable area of the Conservation Development. Refer to City Manager for a list of Conservation Areas required to be included within the protected area.

(b) **Application Requirements**

- (1) Site Analysis Map. Applications and Permits, of this Code, the Developer must show the following features on a Conservation Development site analysis map to be submitted concurrent with the submission of Conservation Development Site Plan to include the following:
 - (A) Exact property boundaries, topographic contours, delineated wetlands, special flood hazard areas, existing roads, and existing structures based on an on the ground survey or aerial imagery;
 - (B) All streams, rivers, lakes, and other hydrologic features;
 - (C) General vegetation characteristics;
 - (D) General soil types as determined from the latest soil survey by the Natural Resources Conservation Service of the United States Department of Agriculture;
 - (E) Planned location of protected Open Space;
 - (F) Total acreage of buildable area in the Conservation Development;
 - (G) Potential connections with existing green space and trails; and
 - (H) Location and total area of proposed impervious surfaces.
- (2) Management Plan. A Management Plan must provide guidelines for maintenance and operation, costs, inspections, and amendments. Refer to City Manager for further information.
- (3) Legal Instrument of Permanent Protection. A Conservation Easement be placed on the Open Space no later than the recording of the Final Plat. The conservation easement and the Final Plat will be filed simultaneously and will make reference to each other. Each will not be complete without the other.
- (4) Other Requirements. The Developer will adhere to all other zoning and subdivision requirements. A Conservation Development will be approved in accordance with the

procedures established in this Code. It will be clearly indicated on the Preliminary and Final Plats that the proposed subdivision is a Conservation Development.

(c) **Prohibited Uses**

The uses of Open Space will not include the following:

- (1) Golf courses.
- (2) Impervious Surfaces. Roads, parking lots, and impervious surfaces, except as incidental to other development purposes.
- (3) Impoundments.
- (4) Commercial Uses. Commercial uses not specifically authorized in the previous Section.
- (5) Mining Uses.
- (6) Treatment / Management Facilities. Potable water or wastewater treatment plants. Stormwater management facilities and wastewater disposal systems not specifically authorized in the previous Section.
- (7) Other Activities. Other activities as determined by the Developer.
- (8) Recorded. All prohibited uses will be clearly indicated in the Legal Instrument, identified in the Application Requirements of this Section, which provides for permanent protection.
- (9) Public Access. Whether or not to allow public access to the protected Open Space is at the discretion of the Applicant.

(d) **Ownership and Management**

- (1) Ownership of Open Space. A Homeowners Association representing residents of the Conservation Development will own the Open Space. Membership in the Homeowners Association will be mandatory and automatic for all homeowners of the development and their successors. The Homeowners Association will have lien authority to ensure the collection of dues from all members. The responsibility for maintaining the Open Space and any facilities located thereon will be borne by the Homeowners Association.
- (2) Management Plan. The Applicant will submit a Management Plan for the Open Space and Common Facilities.

(e) **Approval Criteria**

Upon receipt of the Commission's recommendation to the City Council, the Council will consider the following specific objectives and criteria in making a determination on a proposed Conservation Development. The Conservation Development and related incentives will be permitted if it meets the following criteria:

- (1) Comprehensive Plan. The development must be compatible with the goals and policies of the City of Fair Oaks Ranch Comprehensive Plan; and
- (2) Standards. The minimum standards identified in this Section.

Article 5 – Land Use Regulations

Section 14.05.001 *Permitted Uses*. The following table (Table 14.2) reflects the uses permitted within each zoning district. For uses not listed, the City Manager or his/her designee shall make a determination based on their interpretation of the intent and spirit of this ordinance and the Fair Oaks Ranch Comprehensive Plan. An applicant may appeal the decision of the City Manager by presenting their case to the Zoning Board of Adjustment.

- (a) A Use Permitted by right (P) is subject to all other applicable regulations of this Code.
- (b) Some uses require supplemental regulations in addition to the other applicable regulations of this Code. A use indicated by (P/C) is permitted by right and **approval by City Council is not required**, provided that it meets the *conditional* use standards found in Section 14.05.003, as well as the other applicable regulations of this Code.
- (c) A Special Use Permit (S) is allowed **only if approved by City Council** in accordance the standards found in Section 14.05.002.
- (d) Not Permitted (NP)

Table 14.2: Use Table

Zoning District	Mixed Use Village	Neighborhood Commercial	Community Facilities	Logistics	Existing Residential	Neighborhood Residential	Rural Residential	Open Space ¹
Retail Sales or Service <u>with no drive through facility</u>	P	P	NP	NP	NP	NP	NP	NP
Retail Sales or Service <u>with drive through facility</u> (includes retail with associated fuel sales)	P/C	NP	NP	NP	NP	NP	NP	NP
Bars	S	S	NP	NP	NP	NP	NP	NP
Food Service Uses such as full-service restaurants, cafeterias, bakeries catering and snack bars <u>with no drive through facilities</u>	P	P	NP	P	NP	NP	NP	NP
Art, antique, museum, furniture or galleries (retail, repair or artisanal fabrication)	P	P	NP	P	NP	NP	NP	NP

Zoning District	Mixed Use Village	Neighborhood Commercial	Community Facilities	Logistics	Existing Residential	Neighborhood Residential	Rural Residential	Open Space ¹
Entertainment, theater, cinema, or music venue	P/C	NP	NP	P/C	NP	NP	NP	NP
Sexually Oriented Business	NP	NP	NP	P	NP	NP	NP	NP
Commercial/ Office <u>with no drive through facility</u>	P	P	NP	NP	NP	NP	NP	NP
Commercial/ Office <u>with drive through facility</u>	P	NP	NP	NP	NP	NP	NP	NP
Pet and animal sales or service	P	NP	NP	P	NP	NP	NP	NP
Fitness, recreational sports, gym, athletic club, dance or yoga studio	P	P	P	P	NP	NP	NP	NP
Parks, greens, plazas, squares, and playgrounds	P	P	P	P	P	P	P	P
Business associations and professional membership organizations	P	P	P	P	NP	NP	NP	NP
Childcare, day care, and preschools	P/C	P/C	P/C	NP	NP	NP	NP	NP
Family home child care	P/C	P/C	P/C	NP	S	S	S	NP
Schools, libraries, and community/civic facilities	P	NP	P	NP	NP	NP	NP	NP
Religious Institutions	NP	NP	P	P	NP	NP	NP	NP
Universities and Colleges and Technical, trade, and specialty schools	P	NP	P	P	NP	NP	NP	NP
Hospitals and nursing establishments	P	NP	P	NP	NP	NP	NP	NP
Social, fraternal and philanthropic organizations	P	P	P	P	NP	NP	NP	NP
Transitional Housing	S	S	S	S	S	S	S	S
Community or Group Homes	P/C	P/C	P/C	P/C	P/C	P/C	P/C	NP

Zoning District	Mixed Use Village	Neighborhood Commercial	Community Facilities	Logistics	Existing Residential	Neighborhood Residential	Rural Residential	Open Space ¹
Public administration uses (including local, state, and federal government uses, public safety, health and human services)	P	P	P	P	NP	NP	NP	NP
Funeral homes	P/C	NP	NP	NP	NP	NP	NP	NP
Single Family Residential	P	NP	P	NP	P	P	P	NP
Accessory Building Residential Unit (Garage Apt.)	P	P	P	P	P	P	P	NP
Single-family Residential Attached/ Townhomes/ Patio Home/ Duplex/ Multi Unit Home (3-4 Units)	P	P	P	P	P/C	NP	NP	NP
Multi-family Residential	P	NP	NP	NP	NP	NP	NP	NP
Home Occupations	P	P	P	P	P	P	P	NP
Manufactured Housing	NP	NP	NP	P/C	NP	NP	NP	NP
Auto and Vehicle Related Sales and Service Establishment	NP	NP	NP	P/C	NP	NP	NP	NP
Brewery, Distillery, or Winery	NP	NP	NP	P	NP	NP	NP	NP
Brewpub (restaurant with auxiliary: Brewery, Distillery, or Winery)	P	NP	NP	P	NP	NP	NP	NP
Commercial food, textile and product manufacturing	NP	NP	NP	NP	NP	NP	NP	NP
Heavy manufacturing that may produce hazardous waste	NP	NP	NP	NP	NP	NP	NP	NP
Miscellaneous light manufacturing (Manufacturing processes that do not create hazardous waste)	NP	NP	NP	P	NP	NP	NP	NP
Warehouse and Self-Storage	NP	NP	NP	P/C	NP	NP	NP	NP
Climate Controlled Self-Storage	P/C	NP	NP	P/C	NP	NP	NP	NP

Zoning District	Mixed Use Village	Neighborhood Commercial	Community Facilities	Logistics	Existing Residential	Neighborhood Residential	Rural Residential	Open Space ¹
Transportation services (air, rail, road, truck and freight)	NP	NP	NP	P	NP	NP	NP	NP
Telecommunications and broadcasting (radio, TV, cable, wireless communications, telephone, etc.)	S	S	S	S	S	S	S	NP
Utility Facilities (electric, natural gas, alternative)	P/C	P/C	P/C	P/C	P/C	P/C	P/C	NP
Hotel (45 or fewer rooms)	P	NP	NP	NP	NP	NP	NP	NP
Hotels (more than 45 rooms)	P	NP	NP	NP	NP	NP	NP	NP
Bed and Breakfast (5 or fewer guest rooms)	P	P/C	P	P/C	P/C	P/C	P/C	NP
Parking, structured	P	NP	NP	NP	NP	NP	NP	NP
Veterinary Services	P	NP	NP	P	NP	NP	NP	NP

¹ Open Spaces are reserved for active or passive recreation, and for the preservation of land in its natural state. Building on, or modification of, land in Open Space districts is generally prohibited except where incidental to a larger purpose of preserving and enhancing Open Space areas; or, where necessary for public health and safety purposes. The only exception is the category in Table 14.2 described as “Parks, greens, plazas, squares, and playgrounds.” These uses are allowed in Open Space districts, provided that vertical construction is kept to a minimum and, in the opinion of the City Manager, the primary purpose of the land use is not to provide for activity intended for other districts nor to otherwise circumvent this provision and the intent of this zoning code and the Comprehensive Plan of Fair Oaks Ranch.

Section 14.05.002 *Special Use Permits.*

- (a) Applicability. Special Use Permits allow for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this Code. These uses may locate in districts as indicated under special conditions described in a Special Use Permit recommended by the Planning and Zoning Commission and approved by the City Council. No such use will commence without prior approval of a Special Use Permit.

(b) Approval Criteria.

1. A binding Site Plan for the Special Use Permit must be approved by the City Council in order to approve issuance of a Special Use Permit. The Site Plan must be reviewed by the City Manager for compliance with this Code.
2. In addition to the criteria for zoning changes found in this Section, the City Council may approve an application for a Special Use Permit where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The City Council will review the Special Use Permit application based on the potential use's impact on the health, safety and welfare of the surrounding neighborhood; its impact on public infrastructure such as roads, parking facilities and water and sewer systems; and its impact on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately provide services.
3. Any modification to an approved Site Plan that was filed as part of a Special Use Permit will cause the Special Use Permit to become void, regardless of its current status, including any approval previously given by the City Council.
4. Special Use Permits must be resubmitted to the City Manager and the City Council for consideration using the modified Site Plan.
 - (A) The City Manager may determine that the modification to the Site Plan does not change the basis for Special Use Permit approval and issue a temporary approval to the modified Special Use Permit. In this case, the City Manager will report this action in writing to the City Council and place the modified Special Use Permit directly on the City Council agenda for action at the Council's next meeting.
 - (B) If the City Manager determines that the modifications to the Site Plan changes the basis for the initial Special Use Permit approval, the modified permit will follow the regular review process for a regularly submitted Special Use Permit.
 - (C) The City Council is responsible for final action on applications for Special Use Permits.

Section 14.05.003 Conditional Uses.

- (a) Retail Sales or Service with drive through facility. Retail Service with drive through facility will be governed by design guidelines promulgated by the City or by a design code. Until such guidelines are adopted, an applicant will develop plans consistent with the comprehensive plan and submit them to the City for approval by the City Manager (or designee), with appeal to the Zoning Board of Adjustment.

(b) Alcohol Sales or Liquor Store

Alcohol Sales or Liquor Store is permitted in accordance with Table 4.2 and subject to the following standards:

- (1) Alcohol sales shall be prohibited within 300 feet of a church, public or private school.
- (2) Method of measurement. The measurement of the distance between the premises and a church, public or private school shall be from the property line of the church, public or private school to the property line of the place of business, and in a direct line across intersections.
- (3) This section does not apply to any establishment that is licensed for the sale or consumption of alcoholic beverages at the time a church, public school or private school begins construction or occupancy of a building within 300 feet of the licensed establishment. Nor shall it apply to churches, public schools or private schools that are themselves licensed for the sale or consumption of alcoholic beverages.
- (4) This section does not apply to on-premises consumption if less than 50 percent of the gross receipts for the premises is from the sale or service of alcoholic beverages; off-premise consumption if less than 50 percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages; or a wholesaler, distributor, brewer, distiller, rectifier, winery, wine bottler or manufacturer as those words are ordinarily used and understood in Chapter 102 of the Texas Alcoholic Beverage Code.

(c) Bed and Breakfast. A bed and breakfast establishment is permitted in accordance with Table 14.2 and subject to the following standards:

- (1) A maximum of five guest rooms may be provided in any one bed and breakfast establishment.
- (2) No food preparation, except beverages, is allowed within individual guest rooms.
- (3) Preparation and service of food for guests shall conform to all applicable regulations of the State of Texas, the applicable County, and the City of Fair Oaks Ranch.
- (4) The operator shall keep a current guest register including names, permanent addresses, dates of occupancy and motor vehicle license numbers for all guests.
- (5) Bed and breakfast establishments in any residential district shall be subject to the following additional standards:
 - (A) The operator of the bed and breakfast must be a full-time resident of the dwelling in which the bed and breakfast establishment is housed.
 - (B) There must be adequate parking, with at least one off-street space for every two (2) rooms. All parking areas on property (except driveways) shall be located behind the primary buildings front façade or must be screened from the view of adjacent residences to a height of six (6) feet by a solid screening fence, or dense shrubs and vegetation.

(d) Entertainment. Entertainment uses are permitted in accordance with Table 14.2 and subject to the following standards:

- (1) Outdoor entertainment uses adjacent to a residential district shall not create or permit any unreasonably loud noise which disturbs or causes distress to those residents in the surrounding neighborhoods.
 - (2) A noise is presumed to be unreasonable if the noise exceeds a decibel level of 85 after the person making the noise receives notice from the magistrate or peace officer that the noise is a public nuisance.
 - (3) Entertainment uses that include regular outdoor activities (twice per month or more) involving live or recorded music within 300 feet of a residence; amplified speaking, music, or sound effects; motors operating at high revolution, or other activities considered by a reasonable person likely to create loud or obnoxious noises to the distress of other residents of the City, shall file a plan in writing with the City outlining what standards and procedures will be followed to prevent violation of Conditions 1 and 2.
- (e) Auto Vehicle Related Sales and Service Establishment. An Auto and Vehicle Related Sales and Service Establishment is permitted in accordance with Table 14.2 and subject to the following standards:
- (1) Fixed lighting shall be so arranged to prevent direct glare of beams onto any adjacent public or private property or street and be in compliance with the Camp Bullis Joint Land Use Study lighting guidelines and the City of Fair Oaks Ranch lighting guidelines.
 - (2) Repairs shall be performed only within the principal building on the premises, unless it can be shown to the satisfaction of the City Manager that a separate building containing parts or accessories can achieve the intended aesthetic purpose of this Section.
 - (3) Screening shall be provided along all lot lines abutting or adjacent to residentially zoned or developed property, to block any view of the use, its operations and stored materials and equipment from all points on such residential property when viewed from ground level.
 - (4) Outdoor display of vehicles shall be set back a minimum of fifty (50) feet from all lot lines abutting residentially zoned or developed property.
 - (5) Setback areas shall be configured to prevent access by vehicles.
 - (6) Open space along the perimeter of the required buffer yard shall be landscaped in accordance with City development regulations.
 - (7) Portable buildings on site are prohibited.
 - (8) All automotive parts shall be stored within an enclosed building, and there shall be no open storage of dismantled vehicles visible at any point beyond the premises.
 - (9) All repair or service work requiring six or more consecutive hours (i.e. major repair) shall take place either within an enclosed structure or behind a suitable screening device.
 - (10) The bay doors to the garage shall not be oriented toward the public right-of-way.

- (f) Warehouse/Self Storage. A self-storage establishment is permitted in accordance with Table 14.2 and subject to the following standards:
- (1) No direct glare from any illumination on the site shall be visible from lots in any adjacent residential zoning district, and the site must be in compliance with the Camp Bullis Joint Land Use Study lighting guidelines and the lighting regulations of the City of Fair Oaks Ranch.
- (g) Climate Controlled Self-Storage. A climate controlled self-storage establishment is permitted in accordance with Table 14.2 and subject to the following standards:
- (1) No direct glare from any illumination on the site shall be visible from lots in any adjacent residential zoning district, and the site must be in compliance with the Camp Bullis Joint Land Use Study lighting guidelines and the lighting regulations of the City of Fair Oaks Ranch.
- (h) Utility Facilities. A utility facility is permitted in accordance with Table 14.2 and subject to the following standards:
- (1) Such uses must be accompanied by an eight-foot high solid screening fence (or alternate material approved in writing by the City Manager) with a gate made of similar material and with landscaping in compliance with the rest of this Code.
 - (2) The facility must be secured so as not to pose a threat to the health or safety of human life.
 - (3) Requirements for Wireless Transmission Facilities will conform to the City's specific regulations for Wireless Transmission Facilities as developed in the Comprehensive Plan process. In case said regulations have not yet been adopted, the City Manager will determine guidelines based on the Comprehensive Plan, and preliminary recommendations of the City's planning consultants and the Citizen Stakeholder Committee, as represented in the latest existing draft of the proposed Unified Development Code.
- (i) Childcare.
- (1) Day Care use is permitted in accordance with Table 14.2 and subject to the following standards:
 - (A) All day care facilities shall meet the minimum state requirements for such facilities and shall be registered with the State of Texas.
 - (B) Day care facilities are permitted subject to state regulations and the restrictions in this Section.
 - (C) All child care facilities shall provide at least as much outdoor play area and indoor activity space per child as required by the state for licensed day care centers. All outdoor play areas shall be located behind front building lines and a 6 ft. tall opaque screen shall be provided to screen abutting property that is zoned residential at the time the child care facility is established.
 - (2) Family Home Child Care.
 - (A) Number of children: A family home care facility shall provide regular care to no more than six (6) children under fourteen (14) years of age (as defined

by State Regulations), excluding children who are related to the caretaker; may provide care after school hours for not more than six additional elementary school children; provided that the total number of children, including those related to the caretaker, shall not exceed twelve(12) at any given time.

- (B) Number of employees: A family home childcare facility may employ only residents of the premises, including all paid and unpaid care providers.
 - (C) Separation: Family home care facilities located in residential districts shall be separated from other child care facilities in that district by not less than six hundred (600) feet. Upon the recommendation of the Planning and Zoning Commission, the Council may grant exceptions to this rule upon finding that such exceptions do not contribute to the proliferation of child care facilities within a neighborhood.
- (3) Group Day Care Home.
- (A) Number of Children: A group day care home shall provide regular care for seven to twelve (7-12) children under fourteen (14) years of age for less than twenty-four (24) hours a day.
 - (B) Separation: Group Day Care home care may not be located in residentially zoned areas.
 - (C) Number of Employees: A maximum of two (2) non-resident employees may work at group day care home.
- (4) Day Care Center.
- (A) Number of children: A day care center shall provide regular care to children under fourteen (14) years of age for less than twenty-four (24) hours a day.
 - (B) Separation: Day Care Centers may not be located in residentially zoned areas.
 - (C) Off-street parking and loading: Loading zones must be off-street, drive-through and paved to a minimum width of ten (10) feet and a maximum width of twenty (20) feet. Loading zones shall have a holding capacity of one vehicle per five hundred (500) square feet of the facility, exclusive of parking spaces, provided that no facility shall be required to have a loading zone with a capacity in excess of six (6) spaces.

(j) Senior Adult Group Home Care.

- (1) Number of Residents: A Senior Adult Group Home Care shall provide regular live-in care for two to four (2-4) adults.
- (2) Separation: Senior Adult Group Home care facilities located in residential districts shall be separated from other Senior Adult Group Home care facilities in that district by not less than six hundred (600) feet. Upon the recommendation of the Planning and Zoning Commission, the Council may grant exceptions to this rule upon finding that such exceptions do not contribute to the proliferation of facilities within a neighborhood.

- (3) Number of Employees: A maximum of two (2) non-resident employees may work at Senior Adult Group Home Care home.

(k) Community Home or Group Home.

- (1) For the limitation of six or fewer clients, this means six or fewer clients and two authorized supervisory personnel.
- (2) A Community Home or Group Home must be at least 2,000 feet from any other transitional house or inpatient substance abuse treatment facility, measured property line to property line.
- (3) A Community Home or Group Home must be at least 750 feet from any other community home or group home.
- (4) The residential character of the structure may not be altered, either through use of colors, materials, construction (excepting provisions for the physically handicapped) and lighting; the emission of sound, noise, vibration and electromagnetic interference; or outdoor storage of any kind.
- (5) Vehicles used primarily for the community home or group home (for instance, vans displaying an institution name) must be stored where they cannot be readily seen from the public right-of-way or adjacent properties when located in a residential zoning district.
- (6) Any single-family dwelling unit to be utilized for a community home or group home shall provide as a minimum, the following square footage in each bedroom:
 - (A) To house one person per bedroom, the dwelling unit must provide one hundred (100) square feet of space per bedroom utilized for this purpose.
 - (B) To house two or more persons per bedroom, the dwelling unit must provide at least eighty (80) square feet of space per person housed in the bedroom utilized for this purpose. For example, two persons would require a one hundred sixty (160) square foot room.
- (7) A single-family dwelling unit to be utilized for a community home or group home shall provide as a minimum, one parking space for each bedroom in the home, including the spaces provided by the garage but not including the parking on public right of way adjacent to the home.

(l) Manufactured Housing.

- (1) Mobile Homes may not be installed.
- (2) HUD-Code Manufactured Homes may be installed.
- (3) No more than four units may be installed on a single Lot.

(m) Funeral Homes.

- (1) Users seeking a Conditional Use Permit shall file a written plan with the City demonstrating how operations will not adversely impact residential uses within 1000 feet.

(n) Single Family Residential Attached.

- (1) Permitted only on Lots that have current or previous use (within the past 12 months) as a single-family attached residential dwelling; or,
- (2) Where applicant can demonstrate that the total density of dwelling units within a proposed development is equal to or less than the average density of the zoning district. For the purposes of this Condition, a "development" includes the total number of dwelling units proposed or accounted for in a development agreement, a master drainage plan, or another type of master plan approved by the City. If two or more such plans exist for the property in question, the one with higher total number of dwelling units controls.

Section 14.05.004 Accessory Uses.

- (a) General. Any accessory use may be permitted provided there is association with a primary use that may be permitted in accordance with Table 14.2 of this Code. The establishment of such accessory uses shall be consistent with any or all of the following standards:

- (1) The accessory use shall be subordinate to and support a primary use or principal;
- (2) The accessory use shall be subordinate in area, extent or purpose to the primary use;
- (3) The accessory use shall contribute to the comfort, convenience or necessity of the primary use;
- (4) The accessory use shall be located within the same zoning district as the primary use and/or;
- (5) Accessory uses located in residential districts shall not be used for commercial purposes other than authorized and legitimate Home Occupations.

- (b) Home Occupations. A home occupation is that accessory use of a dwelling that shall constitute all or some portion of the livelihood of a person or persons living in the dwelling. The home occupation shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling or adversely affect the uses permitted in the district of which it is a part. Home occupations are permitted provided the occupation meets the following provisions:

- (1) Is conducted entirely within a dwelling or integral part thereof and has no outside storage of any kind related to the home occupation;
- (2) Is clearly incidental and secondary to the principal use of the dwelling;

- (3) Is conducted only by persons residing on the premises (nonresident employees are not permitted);
- (4) Does not affect the residential character of the dwelling or cause the dwelling to be extended or altered, internally or externally;
- (5) Deliveries by commercial vehicle occur only between the hours of 8 a.m. and 6 p.m.;
- (6) Does not generate traffic, parking, sewage, or water use in excess of what is typical in the residential neighborhood;
- (7) Does not create disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, unhealthy or unsightly condition, electrical interference, or other hazard to persons or property within the vicinity;
- (8) Does not result in the off-street or on-street parking of more than two vehicles at any one time not owned by members of the occupant family; and
- (9) Does not involve any on-site retail sales.

(c) Prohibited Home Occupations

The following are prohibited as Home Occupations:

- (1) Animal hospitals, kennels, or crematoriums.
- (2) Mortuaries;
- (3) Private clubs;
- (4) Repair shops;
- (5) Restaurants (excluding Bed and Breakfasts);
- (6) Automobile or mechanical paint or repair shops;
- (7) Doctor, dentist, veterinarian or other medically related office;
- (8) Rooming/Boarding House;
- (9) Barber shops, Hair Salon and Beauticians.

Section 14.05.005 *Temporary Uses*. Temporary uses, as set forth below, are declared to have characteristics which require certain controls in order to insure compatibility with other uses in the district within which they are proposed to be located. Permits for Temporary Uses must be submitted for review prior to its use.

(a) Temporary Sales Office and Model Homes.

Model homes are allowed provided they are servicing only the subdivision in which they are located.

(b) Construction Oversight Offices.

A temporary building for use as a construction oversight office is permitted on a twelve-(12) month or shorter basis. One construction oversight temporary building shall be

allowed for each builder in a subdivision in which that builder has the authority to construct structures.

(c) Temporary Parking Lots.

- (1) When additional parking, in excess of what this Code requires and/or in excess of what was installed when a facility first opened, is necessary to accommodate business or patronage that was unanticipated when the facility first opened, this parking may be supplied using the standards below. All such parking lots must receive site plan approval from the City Council or City Manager. If these standards are allowed, the parking lot may exist on a temporary basis, not to exceed twelve (12) months. The beginning date of the 12-month period shall be determined by the City Manager.
- (2) Temporary parking lots are subject to the following standards:
 - (A) The surface of the parking lot may be gravel or some other temporary material approved by the City Engineer;
 - (B) Curbs, gutters or other improvements may be required where necessary to comply with drainage regulations as approved by the City Engineer;
 - (C) Entrance to the lot from any public right-of-way is at the discretion of the City Engineer;
 - (D) When entrance to the lot is allowed from a public right-of-way, that portion of the entrance located in the right-of-way must be paved with an all-weather surface as approved by the City Engineer; and
 - (E) It must be shown that steps will be taken to prevent the blowing of dust onto adjacent properties and the tracking of mud or gravel onto public rights-of-way. Violation of this standard will suspend use and immediately shut down parking lot until problem has been corrected to the satisfaction of City Engineer.
- (3) At the end of the twelve-month period the lot must be brought up to full compliance with parking lot standards, as approved through the applicable site plan review process. If no site plan is approved within two (2) months of the expiration of the temporary parking lot approval, the lot, including all paving material, must be removed and the area no longer used for the parking of vehicles. If the lot is removed, the area must be sodded, seeded or hydro mulched with grass within ten (10) days of removal. Driveway access shall be removed and curb and gutter replaced.

Section 14.05.006 *Outdoor Display and Storage.* Outdoor display and storage shall be allowed in nonresidential districts in accordance with this Section. Any merchandise, material or equipment situated outdoors in nonresidential districts shall be subject to the requirements of this Section. For the purpose of this Section, outdoor storage and display shall be classified into three categories.

(a) Categories of Outdoor Storage and Display.

(1) Outdoor Display.

- (A) Outdoor display is a display of items actively for sale.
- (B) Outdoor display shall be allowed adjacent to a principal building wall, may not extend into the right-of-way, and may only extend a distance of no greater than 5 feet from the wall. Such storage shall not be permitted to block windows, entrances or exits, and shall not impair the ability of pedestrians to use the building.
- (C) Outdoor display may not occupy more than 30 percent of the linear distance along any principal building wall facing a public right-of-way.

(2) Limited Outdoor Storage.

- (A) Limited outdoor storage is temporary storage of goods in individual packaging and not in storage containers. Organic materials stored on pallets are considered limited outdoor storage.
- (B) Limited outdoor storage shall be to the side or rear and not exceed 1,000 square feet or 5 percent of the total site area (whichever is greater), except in the Logistics district where additional outdoor storage and display is allowed so long as it is completely screened from view from outside the site, by a solid opaque wall or fence at least six feet in height. Such area may extend from the primary building, but not for a distance greater than 50 feet, and not into a public right-of-way or easement.
- (C) Limited outdoor storage may not occupy more than 30 percent of the linear distance along any principal building wall facing a public right-of-way.
- (D) Limited outdoor storage shall not be allowed in required off-street parking spaces.

(3) General Outdoor Storage.

- (A) General outdoor storage consists of all remaining forms of outdoor storage not classified as outdoor display or limited outdoor storage, including items stored in shipping containers, and semitrailers not attached to a truck.
- (B) General outdoor storage shall be allowed in unlimited quantity, provided that the storage area is screened from any public right-of-way and meets the location restrictions below.
- (C) No general outdoor storage shall be permitted within the following areas:
 - (i) A required front or side setback or easement.
 - (ii) Between a front setback and the building front.
 - (iii) Between a side setback along a public right-of-way and any building or structure.
- (D) General outdoor storage may not occupy more than 30 percent of the linear distance along any principal building wall facing a public right-of-way.

- (E) Areas intended for general outdoor storage must be paved and painted to distinguish them from required off-street parking areas. No general outdoor storage shall be allowed in required off-street parking areas.

(b) Outdoor Display and Storage Requirements

- (1) Required in Site Plan. All outdoor display and storage areas must be clearly shown in the site plan submitted for the property.
- (2) Right-of-Way. Unless specifically authorized elsewhere in this Code, all outdoor storage and display shall be located outside the public right-of-way and/or at least 15 feet from the back edge of the adjacent curb or street pavement and outside of any required landscape area. Additionally, all outdoor display and storage shall only be on pavement.
- (3) Side Yards. No form of outdoor display and storage shall be allowed in required side setbacks or buffer yards.

(c) Exceptions

- (1) Vehicles for sale within part of a properly permitted vehicle sales use (including boats and recreational vehicles) shall not be considered outdoor display or storage.
- (2) Such vehicles must be located and displayed on a paved vehicle use area, clearly indicated on the site plan, and screened under the same requirements for a parking lot.
- (3) Waste generated on-site and properly deposited in ordinary refuse containers shall not be subject to the restrictions of this Section.
- (4) Outdoor display and sales rules do not apply to temporary sales by a charitable organization that is otherwise operating in conformance with City laws and regulations.

Section 14.05.007 *Nonconforming Uses*. Nonconforming uses are lawful uses within a zoning district that do not conform to the requirements of this Code when it is adopted, or when any amendments thereto, take effect. The purpose of this Section is to provide for recognition of such uses and procedures for bringing such uses into conformance.

- (a) Any use of property existing at the time of the passage of this Section of the Code or that exists when land is annexed into the city that does not conform with the regulations prescribed in the preceding Sections of this Code shall be deemed a nonconforming use, except that any single-family use existing at the time of passage of this Code shall be thereafter deemed a conforming use.
- (b) A nonconforming use of land may be continued, but if said nonconforming use is discontinued for a period of time in excess of six (6) consecutive months, any future use of said premises shall be in conformance with the provisions of this Code.

- (c) A nonconforming use of a building may be continued although such does not conform to the provisions hereof, and such use may be extended throughout the building provided no structural alterations except those required by law or ordinance are made therein.
- (d) The right to maintain the nonconforming use shall be subject to such regulations as to maintenance of the premises and conditions of operation as may, in the judgment of the Zoning Board of Adjustment, be reasonably required to protect the health and safety of adjacent property.
- (e) A nonconforming use shall not be extended or rebuilt in case of obsolescence or total destruction by fire or other cause. In cases of partial destruction by fire or other causes, not exceeding fifty (50) per cent of its value, the building inspector shall issue a permit for reconstruction. If greater than fifty (50) per cent and less than the total, the Board of Adjustment, may grant a permit for repair after public hearing and having due regard for the property rights of the persons affected when considered in the light of the public welfare and the character of the area surrounding the designated nonconforming use and of the conservation and preservation of property.
- (f) A violation of this code provision and a request for a nonconforming designation or request for relief under this designation shall not create an estoppel of the trial of any lawsuit which may be filed in any court.
- (g) Notwithstanding any other provisions of this Code, any legal nonconforming use of property existing as of the date adoption of this Code that does not conform to the regulations prescribed in the Code of the City of Fair Oaks Ranch, shall be deemed a non-conforming use, subject to the provisions contained in this Section.

ARTICLE 6 - COMPLIANCE

Section 14.06.001 General.

- (a) Compliance. It will be unlawful for any person to begin, continue, or complete any development on any land within the territorial jurisdiction of the City to which the provisions of this Code apply, except in accordance with and upon compliance with the provisions of this Code.
- (b) Enforce and Ensure. The City and its agents will enforce and ensure compliance with the provisions of this Code and will take necessary and appropriate actions to prevent or cease any violations of the provisions of this Code.
- (c) Interpretation and Conflict:
 - (1) Minimum Requirements. The standards and provisions of this Code will be interpreted as the minimum requirements necessary for any person to comply with the Code.
 - (2) Private Restrictions. Whenever this Code imposes a higher standard than that required by easements, deed restrictions, covenants or agreements, the provisions of this Code will govern to the extent permitted by law. In the case of a conflict between two standards, the more restrictive will apply.
 - (3) Other Requirements. Wherever this Code imposes a higher standard than that required by any other ordinance or requirement, the provisions of this Code will govern to the extent permitted by law. In cases where state or federal laws supersede the City's requirements, then the applicable state or federal requirements will apply.
 - (4) Higher Standard. If the City Council determines that the condition of a party's development or action of another party violates a higher standard than that required by this Code, the provisions of the applicable state or federal statute will govern.

Section 14.06.002 Violations.

- (a) The following will be deemed violations under this Code and constitute sufficient grounds for the City to take enforcement actions and pursue the penalties as specified below:
 - (1) Development Without Permit. To engage in any development, use, construction, remodeling, or other activity of any nature upon any area or to make improvements thereon subject to the jurisdiction of this Code without all required permits, certificates, or other forms of authorization as set forth in this Code.
 - (2) Development Inconsistent with Permit. To engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with any approved plan, plat, permit, certificate, or other form of authorization granted by the City for such activity.

- (3) Violation by Actor Omission. To violate, by act or omission, any term, variance, modification, condition, stipulation or qualification imposed by the City Council or its authorized agents upon any required permit, plat, certificate, or other form of authorization for the use, development, or other activity upon land or improvements thereon.
 - (4) Use in Violation. To erect, construct, reconstruct, alter, repair, convert, maintain, or use any building, structure, property, or to use any land in violation or contravention of these regulations or any other regulation established under any other applicable legal authority.
 - (5) Continue a Violation. The continuation of any of the above violations is a distinct offense, and each day such violation continues will be considered a separate offense.
- (b) Land Use and Planning Matters.
- (1) Permits. The City will not issue a building permit or certificate of occupancy required by any City ordinance for any land located within the jurisdictional limits to which this Code applies, until and unless the Owner or Developer (Developer) of the property, or its agent, is in compliance with the requirements of this Code.
 - (2) Utilities. The City will not provide or connect City water, sewer, or other utility owned or licensed by the City to any property to which the provisions of this Code apply, unless and until the Owner of the property, or its agent, is in compliance with the provisions of this Code.
- (c) Health and Sanitation Matters.
- (1) Discontinuation of Water Services. Whenever a user has violated or continues to violate any provision of this Code pertaining to water and wastewater infrastructure, an industrial wastewater discharge permit or order issued hereunder, or any other applicable waste pretreatment standard or health and sanitation requirement, water service to the user may be discontinued. Service will only be reconnected, at the user's expense, after the user has ceased the violation and satisfactorily demonstrated and established his ability to comply with this Code.
 - (2) Declaration of a Public Nuisance. A violation of any provision of this Code that is dangerous to human life or health; that renders the ground, the water, the air or any food or drink unwholesome and a hazard to human life and health; that may injure or affect the public health or comfort in any manner; or a violation of a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and illegal, and will be abated by any procedure authorized by law; further, the City will be entitled to recover its damages, attorney fees, and expenses of litigation for enforcement or cessation of such violation.
- (d) Responsible Parties.
- (1) Participants in Violation. The Owner or Tenant of any building, structure, premises,

or any part thereof, and any architect, engineer, builder, contractor, agent or other person who knowingly commits, participates in, permits, assists with or maintains such violation may each be found guilty of a separate offense and suffer the penalties provided in this Code; in addition, each party may also be subject to civil penalties as provided in this Code or applicable law.

- (2) Prosecution. Any person who opposes, obstructs, or resists any City official or any person authorized by the City Council in the discharge of his or her duties as provided by this Code will be in violation of this Code and may be prosecuted for a Class "C" misdemeanor.

ARTICLE 7 - Enforcement

Section 14.07.001 *General.*

- (a) Notice of Intent to Suspend or Revoke.
 - (1) Notification. Before the City initiates the process for suspension or revocation of a permit or other form of approval pursuant to this Code, the City Manager or Building Official or another designee of the City Council will give written notice of intent to suspend or revoke via certified mail, return receipt requested. The notice may specify a reasonable time for compliance with this Code.
 - (2) Time for Compliance. If notice of intent is given, suspension or revocation will not occur before the time for compliance has expired.
 - (3) Imminent Threat. The City Manager, Building Official, or another designee of the City Council will not be required to provide notice of intent to suspend or revoke for violations of this Code that cause imminent destruction of property or injury to persons.

Section 14.07.003 *Stop Work Order.*

- (a) The City Manager (or designee), City Inspector, or other City official duly authorized by the City Council may order all work, including site clearing or other site preparation, stopped on any site where a significant violation of this Code or a Subdivision Plat or approved Site Plan is found.
- (b) Failure to Comply. Any person, including a workman on the site, who fails to comply with a stop work order, will be guilty of a misdemeanor, punishable as provided in this Section of the Code.
- (c) Compliance. Upon receiving an application to resume work and a declaration from the Developer that any claimed violations of this Code have ceased and that the Developer is currently in compliance, the City Manager will determine, within ten (10) working days of receipt of said application, whether the work is in compliance.
- (d) Notice to Proceed. If the City Manager determines that the work or site is in compliance, he may authorize the work to proceed in writing.

ARTICLE 8 - PENALTIES

Section 14.08.001 *General.*

- (a) Maximum Fine. Except where otherwise provided therein, the maximum fine for violating any provision of this Code, or any ordinance, rule or police regulation that governs fire safety, zoning or public health and sanitation, including dumping of refuse, will not exceed two thousand dollars (\$2,000.00); for all other violations, the maximum fine will not exceed five hundred dollars (\$500.00); provided, however, that no penalty will be greater or less than the penalty provided for the same or a similar offense under the laws of the State.
- (b) Each Day a Separate Offense. Each day any violation of this Code or of any ordinance of the City continues will constitute a separate offense.
- (c) Penalties Are Cumulative. The penalties in this Section will be cumulative and are not exclusive of any other rights or remedies the City may have or pursue.

Section 14.08.002 *Assessment of Expenses.* In addition to any other remedy provided in this Code or any other ordinance of this City and cumulative thereof, the City will have the power by resolution of the City Council to cause any of the work or improvements required to be completed by the Owner, Developer, or Applicant under the provisions of this Code to be undertaken by the City on the account of the owner of the property on which work or improvements are done; and the City will cause the expense thereof to be assessed upon the real estate or lot upon which such expense is incurred and/or will place a lien on said property.

Section 14.08.003 *Land Use and Zoning.*

- (a) Violation of Site Plan. If the City Council finds, after notice and hearing, that a significant violation of an approved Site Plan has occurred, the Council may revoke its approval of such Site Plan. It will be unlawful for any person to perform any work on the site pursuant to the Site Plan unless and until a new application for Site Plan approval has been filed and processed in accordance with the provisions of this Code and the City Council grants approval of a new final Site Plan that remedies the violations of the original Site Plan.
- (b) Violation of this Code. Any person who violates any provision of this Code or any order issued under the authority of this Code, or who causes or permits any such violation, or who fails to perform any act required under this Code, or who performs any prohibited act or takes any action contrary to the Final Plats or Site Plans approved by the City Council, or who fails to take any action required by such approved plat or site plan, will be guilty of a misdemeanor, and, upon conviction thereof, will be punished by a fine of not more than two thousand dollars (\$2,000.00). Each and every day that the violation is committed or permitted to continue will constitute a separate offense and will be punishable as such.

ARTICLE 9 - CIVIL REMEDIES

Section 14.09.001 *Civil Action*

- (a) Public Nuisance. In addition to the penalties otherwise provided, any condition caused or permitted to exist in violation of any provision of this Code or any ordinance, which provision is intended for the protection of the public health, safety or welfare, may be determined to constitute a public nuisance and may be abated by the City as provided by law.
- (b) Notification. Prior to taking civil action, the City will notify the defendant of the provisions of the Code that are being violated. Upon initiation of the civil action, the City will demonstrate that the defendant was actually notified of the provisions of the Code; and that after receiving notice, the defendant committed acts in violation of the Code or failed to take action necessary for compliance with the Code.

Section 14.09.002 *Injunction and Other Remedies*

- (a) Unlawful Structures. Any structure erected or used, or any development that is implemented, contrary to any of the provisions of this Code or to any of the requirements contained in a Final Plat or Site Plan approved by the City Council, is hereby declared to be unlawful and will constitute a violation of this Code.
- (b) Injunction, Mandamus, Abatement or Any Other Action. The City Council may initiate the legal process to obtain an injunction, mandamus, abatement or any other action available in law or equity to prevent, enjoin, abate, correct or remove such unlawful structure, use, or development, or otherwise ensure compliance with this Code.

Section 14.09.003 *Civil Penalties*

- (a) Penalty. Any person who violates any provision of this Code is subject to a civil penalty of up to one thousand dollars (\$1,000.00) and not less than one hundred dollars (\$100.00), or more as permitted by law, for each act of violation and for each day of violation.
- (b) Penalties are Cumulative. The penalties in this Section will be cumulative and not exclusive of any other rights or remedies the City may have.

ARTICLE 10 - FISCAL SURETY AND ASSURANCE OF CONSTRUCTION AND MAINTENANCE

Section 14.10.001 *Payment of Taxes.* The Developer will provide the City Manager with a certified receipt showing that all taxes have been paid in conjunction with the submittal of an application for Final Plat approval or site development permit issuance.

Section 14.10.002 *Letter of Credit or Performance Bond.*

- (a) Financial Security. Before any development or project can proceed, the City Manager must be satisfied that the Developer will be in a financial position to install or cause to be installed at his own cost, risk, and expense, all of the improvements required by this Code.
- (b) Construction of Improvement Prior to Recording Final Plat. If the Developer elects to construct the required improvements prior a Final Plat being approved, the following conditions must be met:
 - i. All such construction will be inspected while in progress.
 - ii. Construction must receive approval upon completion by the City Manager (or designee).
 - iii. A certificate by the City Manager (or designee) that the construction conforms to the plans and specifications and the standards contained in or referred to in this Code must be presented to the City Council by the Developer prior to approval of the Final Plat.
- (c) Construction of Improvement After Recording Final Plat. If the Developer does not elect to construct the required improvements prior to recording of a Final Plat, following issuance of the Site Development Permit, the Developer of a site development will post fiscal surety to assure completion of all construction required under this Code. If the Developer of a subdivision decides or elects to post fiscal surety in lieu of completing construction prior to Final Plat approval, the Developer may utilize one of the following methods of posting fiscal surety. If the Developer elects to post fiscal surety for subdivision or site development related construction, the Final Plat will not be approved or the Site Development Permit will not be issued unless the Developer has done the following:
 - i. Estimate of Total Cost. The Developer's or Professional Engineer will provide the City an estimate of the total cost of all uncompleted or unaccepted improvements as may be required by this Code that is acceptable to the City Manager or his / her designee;
 - ii. Sufficient Fiscal Surety. The City Manager will require sufficient fiscal surety to insure the orderly development within any subdivision or site development in the form of either of the following:
 - 1. A performance bond, or
 - 2. An irrevocable letter of credit, equal to 110 percent of the estimated total cost of the improvements not yet completed and accepted as complete. Such letter of

credit or bonds will be issued by a financial institution authorized to do business in the State of Texas. Furthermore, the financial institution will be reviewed and approved in advance and the letters of credit or bonds will conform to forms or criteria approved in advance by the City Council.

- iii. Securing the Estimated Costs. The fiscal surety will be for the purpose of securing the estimated cost of completing such improvements, should the City find it necessary to complete the improvements in lieu of the Developer. The Developer will complete all such improvements specified or referenced in the subdivision plat or Site Development Permit and the construction plans for the same, within two (2) years from the date of Final Plat approval or Site Development Permit issuance unless granted an extension by the City. Failure to do so will authorize the City to complete the improvements using the fiscal surety provided by the Developer.
- (d) Sale of Lots. It is expressly understood that, as a condition to the approval of said subdivision or site development, no sale of any lot may be completed until all utilities are installed and all other improvements required by this Code are made within the block in which said lot is contained.

Section 14.10.003 Requirements Prior to Final Acceptance for Maintenance.

- (a) Written Guarantees and Two-Year Warranty. The Developer will ensure that all of the facilities constructed in accordance with the requirements of this Code will perform and remain in good working order and in accordance with the design performance criteria of each such facility, for two (2) years commencing on the date of approval of final completion by the City Manager or his / her designee. Additionally, prior to final acceptance for maintenance of the completed improvements by the City Manager, the Developer will require any construction contractors with whom he / she contracts for furnishing materials and for installation of the improvements required under this Code, to provide written guarantees to the City, and will himself be required to furnish to the City, a written guarantee, that all workmanship and materials will be free of defects for a period of two (2) years from the date of acceptance by the City Manager. The guarantee will be either of the following:
 - i. Warranty Bond. A two (2) year warranty bond executed by a corporate surety licensed to do business in the State of Texas, conditioned that the improvements are free from defects in materials and workmanship, or
 - ii. Irrevocable Letter of Credit. An irrevocable letter of credit from a financial institution authorized to do business in the State of Texas, and approved by the City Manager, committing funds for the correction and repair of any defects in materials or workmanship.
 - iii. Said bonds or letters of credit will be in the amount of at least twenty (20) percent of the total construction cost.
- (b) Financial Institutions. The financial institution will be reviewed and approved in advance and the letters of credit or bonds will conform to forms or criteria approved in advance by the City Council.

- (c) Assurance Period. The two (2) year assurance period will commence on the date of approval of final completion of the improvements by the City Manager or his designee.

Section 14.10.004 *Acceptance of Improvements*.

- (a) Inspections. During the course of installation and construction of the required improvements, the City Manager (or designee) will make periodic inspections of the work to insure that all improvements comply with the requirements of this Code.
- (b) Record Drawings / As-Builts. Upon completion of installation and construction of all required improvements, the Developer may seek acceptance of all public improvements by the City by submitting the required number of copies of record drawings / as-built plans, in hard copy and digital copy format and a two (2) year maintenance bond as specified in the terms and conditions above.
- (c) Certified Statement by Professional Engineer. In addition, the Developer will provide a certified statement signed by a Registered Professional Engineer that all improvements have been installed and constructed in accordance with the submitted record drawings / as-built plans.
- (d) Acceptance or Rejection. After final inspection, the City Manager will notify the Developer and the City Attorney in writing as to its acceptance or rejection. The City Manager will reject such construction only if it fails to comply with the standards and specifications contained or referred to herein. No release of any posted fiscal surety will occur until the City has formally accepted the constructed improvements that are the subject of such surety.
- (e) Rejection. If the City Manager rejects such construction, the City Attorney will, upon direction of the City Council, proceed to enforce the guarantees provided in this Section of the Code.
- (f) Extension of Time. When good cause exists, the City Manager may extend the period of time for completion. Such extension of time will be reported to the City Council and recorded in the minutes. No such extension will be granted unless fiscal surety, as set forth above, has been provided by the Developer covering the extended period of time.

Section 14.10.005 *Maintenance and Supervision*. Where a subdivision contains wastewater, wastewater treatment facilities, water supply systems, water quality protection facilities, streets and other transportation related improvements, parks and grounds held in common, park and recreation improvements, drainage easements or drainage improvements, landscape improvements or other physical facilities necessary or desirable for the welfare of the area, or that are of common use or benefit which are not or cannot be satisfactorily maintained by an existing public agency, provision will be made, which is acceptable to the City Council, for the proper and continuous operation, maintenance, and supervision of such facilities. A copy of the agreements providing for the proper and continuous operation, maintenance and supervision of such facilities will be presented to the City Manager and approved as to form by the City Attorney prior to the time of Final Plat approval or Site Development Permit issuance and will be filed of record with the plat or permit.



CITY COUNCIL CONSIDERATION ITEM

City of Fair Oaks Ranch, Texas

June 21, 2018

AGENDA ITEM: Approval of an Ordinance adopting an update to the City of Fair Oaks Ranch Comprehensive Plan

DATE: June 21, 2018

DEPARTMENT: City Council

PRESENTED BY: City Manager, T. Maples

INTRODUCTION/BACKGROUND:

City Charter 7.13 (B) states City Council shall adopt a Comprehensive Plan which shall be reviewed and adopted no less than every two years. Texas Local Government Code 213.003 states, “a comprehensive plan may be amended by ordinance following a public hearing and a review by the city’s planning commission”. As the current Comprehensive Plan was adopted April 19, 2007, the City began a process to amend the Plan that included public involvement led by outside consultants with detailed oversight and involvement by City staff, a citizen Stakeholder Committee, the City Council, and, after its formation, the Planning and Zoning Commission. To comply with state statute on amending a Comprehensive Plan, the following is a recap of required events:

1. April 2, 12, 23, May 14 – Planning and Zoning Commission performed reviews of the updates to the Comprehensive Plan
2. May 21 – Joint Public Hearing on the updates to the Comprehensive Plan were held by the Planning and Zoning Commission and the City Council
3. May 31 and June 4 – Planning and Zoning Commission performed final reviews of the updates to the Comprehensive Plan
4. June 7 – Planning and Zoning Commission presented their final review of the updates to the Comprehensive Plan to the City Council
5. June 14 - City Council held a second Public Hearing on the updates to the Comprehensive Plan

The first reading of the ordinance was approved at the June 14, 2018 Special Called meeting subject to changing the Future Land Use Map (FLUM) designation to Mixed Use (MU) on the forty (40) acre tract owned by Mark and Brenda Minahan. The FLUM has been modified accordingly so the purpose of this agenda item is for City Council to take action by approving the 2nd and final reading of an Ordinance adopting an update to the city’s Comprehensive Plan.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Compliance with state statute and city charter regarding the reason and the process for adopting an update to the comprehensive plan.
2. Updates to the comprehensive plan promotes continual sound development of our city and continuous promotion of public health, safety and welfare.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not applicable

LEGAL ANALYSIS:

Legal provided guidance on ordinance creation and, all statutory requirements, as prescribed in Chapter 213 of the Texas Local Government Code, have been met.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the consent agenda.

AN ORDINANCE

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH ADOPTING AN UPDATE TO THE COMPREHENSIVE PLAN; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the City of Fair Oaks Ranch is a Home Rule City under the statutes of the State of Texas; and

WHEREAS, the Texas Local Government Code, Chapter 213, Municipal Comprehensive Plans authorizes a municipality to adopt a comprehensive plan for the purpose of promoting sound development of municipalities and promoting public health, safety, and welfare; and

WHEREAS, more than 18 months ago, the City began a planning process that included broad and persistent public involvement led by outside consultants with detailed oversight and involvement by City staff, a citizen Stakeholder Committee, the City Council, and, after its formation, the Planning and Zoning Commission; and

WHEREAS, from its inception, this planning process was driven by public involvement including four town hall meetings, a community-wide survey, a two-day design workshop (or “charrette”) and community open house, multiple stakeholder meetings, all of which were open to the public, and multiple City Council and Planning and Zoning Commission meetings and workshops; and

WHEREAS, among the results of this planning process was the creation of a draft update to the City’s long-range comprehensive plan, inclusive of draft update to the Future Land Use Map (FLUM), and

WHEREAS, a review by the City’s Planning and Zoning Commission has been conducted; and

WHEREAS, a joint public hearing was held by the City Council and Planning & Zoning Commission on the 21st day of May, 2018 at which the public was given the opportunity to give testimony and present written evidence concerning the proposed update to the City’s long-range comprehensive plan; and

WHEREAS, on June 14, 2018, the City Council conducted a public hearing at which the public was given the opportunity to give testimony and present written evidence concerning the proposed update to the City’s long-range comprehensive plan.

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

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

Section II. Comprehensive Plan Adopted.

That the attached Exhibit “A” entitled The Future of Fair Oaks Ranch, A Comprehensive Plan For The City of Fair Oaks Ranch be adopted.

Section III. Cumulative

This ordinance is cumulative of all other laws addressing land use regulations and any prohibitions and sanctions that may be imposed under other laws relating to the subjects covered hereunder.

Section IV. Severability

If any section, subsection, paragraph, or sentence, clause, phrase, or word in this Ordinance, or application thereof, to any person or circumstance is held invalid such holding shall not affect the validity of the remaining portions of the same and the City Council hereby declares it would have passed such remaining portions despite such invalidity.

Section V. Effective Date.

This ordinance shall take effect immediately from and after its passage and publication as required by governing law.

PASSED and APPROVED on first reading this 14th day of June, 2018.

PASSED, APPROVED AND ADOPTED on second reading this 21st day of June, 2018.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

the future

OF FAIR OAKS RANCH

A COMPREHENSIVE PLAN FOR CITY OF FAIR OAKS RANCH



CHAPTER 1

PLAN INTRODUCTION

A Mission to Strengthen and Preserve the City's Character

It took care and planning to design Fair Oaks Ranch as a community that would attract residents and become an enviable place to live. It will take the same level of care and effort to maintain the community's character and exceptionalism over the next decade as new neighborhoods are built and the surrounding region experiences profound population growth.

That's why Fair Oaks Ranch citizens created this plan – The Future of Fair Oaks Ranch. Commissioned by the City Council in late 2016 and crafted by a team that included the City Council, appointed stakeholders, outside planning and technical consultants, City staff, and hundreds of Fair Oaks Ranch families – who engaged over the course of the past year in community surveys, town halls, public visioning sessions, and online forums – this document is intended to guide City land use, policies, and spending priorities for years to come.

ABOUT THE CITY

Fair Oaks Ranch was incorporated on January 21, 1988 but its roots extend back to the 1930s. This is the future of Fair Oaks Ranch.

Comprehensive Plan: A process that determines community vision, goals, and aspiration in regard to community development. Comprehensive plans typically focus on transportation, utilities, land use, recreation, and housing and cover a long-term time horizon.

This is a living document. It is intended to change and adapt with time and circumstances. But it is also a robust guide – a snapshot of today, and a path into tomorrow. It focuses primarily on the physical aspects of the City: land, water, roads, and buildings. It addresses how thoughtful design can maintain and improve quality of life for the people who live in Fair Oaks Ranch, and how to balance personal freedom with rules for common protection of property values, safety, and the preservation (and enhancement) of that community character which continues to attract residents.

Over the years, the City may wish to supplement this document with chapters on other aspects of community life, such as emergency services and other City policies. For now, it serves as a comprehensive plan for the look, feel, and physical substance of Fair Oaks Ranch, beginning from an historic moment when the City has just adopted its first Home Rule Charter, through the time when the last remaining undeveloped land in the City is likely to be built out, probably sometime in the early 2030s.

WHO SHOULD USE THIS PLAN AND WHY?

This plan addresses both the big picture and the specific, the symbolic and the pragmatic. It represents a community vision – goals and ideals for which to strive. It establishes priorities. It also lays the foundation for highly specific standards upon which to build that future – street hierarchies, drainage specifications, subdivision rules, zoning.

Local Citizens and City Leaders

The Future of Fair Oaks Ranch is intended as a unifying declaration of common purpose and intent for citizens — and the boards, commissions, staff, and councils who represent them, now and in the future. If it is aspirational, it is also informational, complete with data about current City demographics and rules as well as projections for present trends most likely to influence the City's future. This plan is intended as a tool, an organizing focus and a useful reference – for average residents, for City leaders, and for those who wish to build and develop in the City

Land Developers

The City is growing and changing rapidly. That it is likely to continue to do so as long as there is buildable space available, is a conviction held by the City Council, its staff, and the citizen Stakeholder Committee appointed to assist with the Comprehensive Plan. This belief is reinforced by current trends, the opinion of regional demographers, the results of community surveys, and the findings of the professional planning team brought in to help the City develop the plan. Regional population pressures, and the limitations of state law, mean there is no effective way for the community to “close the doors” and remain as it is; in turn, Fair Oaks Ranch is likely to experience more subdivisions and development in the coming decade.

One of the primary purposes of this Comprehensive Plan is to help channel where and how that development happens, and to shape this future growth in ways that will complement and protect the values of the existing community. As a result, this Comprehensive Plan is constructed in part to serve as a foundational rulebook for the landowners, developers, surveyors, engineers, and architects who will develop in Fair Oaks Ranch – and for the City employees who will shepherd them.

Regional Planners

Though the primary purpose for a comprehensive plan is to give focus to local efforts and priorities, another important intent of this plan is providing guidance for regional decision makers. As the region debates issues such as transportation planning or water availability, having a comprehensive plan that has been thoroughly vetted by the public, and formally adopted by the City Council, gives the City added leverage. In the future, the City will have a thorough comprehensive plan, including a transportation element, to influence such decisions, including decisions on expansions, road placements, funding, and standards for aesthetics and functionality.

STATE AUTHORIZATION AND PLAN BACKGROUND

Texas state law [Chapter 213, Texas Local Government Code], authorizes cities to develop and implement a comprehensive plan “for the purpose of promoting sound development of municipalities and promoting public health, safety and welfare.” The Local Government Code further states that a Comprehensive Plan may address “but is not limited to, provisions on land use, transportation, and public facilities,” operating as a single plan or a series of plans. A Comprehensive Plan, and the land use maps that emerge from the process, are also critical for the implementation of zoning and other development regulations.

Back in 2007, Fair Oaks Ranch adopted a previous Comprehensive Plan but the plan was limited in its breadth and depth, and the City has grown dramatically since then. By 2016, it was clear the plan was outdated, as were the City’s land development codes. The City Council began discussing strategic planning, and appointed a citizen committee to investigate adoption of a Home Rule Charter for Fair Oaks Ranch. (Cities with more than 5,000 residents in Texas are allowed to develop governing charters that give them additional local control and more governing options, provided the charter is approved by vote of the general citizenry.)

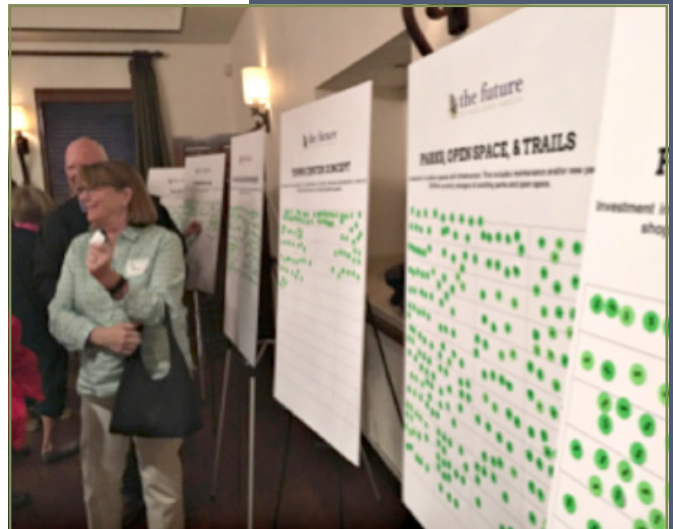
This new Comprehensive Plan was created as the City transformed from a General Law to a Home Rule city. In May, 2017, after the Comprehensive Plan was underway, 92 percent of City voters endorsed a proposed Home Rule charter. On May

18, the City Council voted unanimously to certify the election and officially adopt the charter, becoming a Home Rule City under Texas law.

By that time, the comprehensive planning was well underway. The public phase of the Comprehensive Plan had begun in early 2017 when the City Council appointed a 14-member citizen Stakeholder Committee to work with the staff and the professional planning team to oversee planning efforts, and to guide related engineering studies on drainage, water, and wastewater. The Stakeholder Committee included all members of the City Council, among others.

Stakeholder Committee members met with the planning team through 2017 and the spring of 2018. In addition, the planning team conducted a two-day planning “charrette” – or workshop – and four City-wide “Town Hall” meetings, as well as numerous smaller meetings, planning exercises, and community surveys. All meetings of the Stakeholder Committee were open to the public and progress on the plan was chronicled through a public website and Facebook page, where additional input was received from Fair Oaks Ranch citizens and landowners.

The Stakeholder Committee met for the final time in January of 2017, and the planning team presented the final version of the Future of Fair Oaks Ranch: Comprehensive Plan 2018 to City Council in a formal public hearing in June of 2018. It was adopted by vote of the City Council on June 14, 2018.



Guiding vision and principles for the 2017-18 Fair Oaks Ranch Comprehensive Plan Update

Early in the process, the citizen Stakeholders adopted a set of principles as the foundation upon which to build the City's planning work. After initial research and surveying community members on planning priorities, the Stakeholder Committee adopted these overarching goals to guide the work of the planning team.

The draft Guiding Vision and Principles were reviewed at the Second Town Hall meeting on June 13, 2017. Citizens were invited, at that meeting and online, to suggest amendments. Subsequently, these guiding principles were adopted unanimously by the Stakeholder Committee and the City Council, and served as the basis for the final plan recommendations. The plan is organized into chapters around a number of plan elements. These are presented in the following chapters.

1. Preserve the sub-urban, rustic character and quality of life that attracted residents to Fair Oaks Ranch as a defining trait of the community.
2. As the City builds out, incorporate greenery, trees, trails, open spaces and opportunities to see and enjoy the natural splendor of the Hill Country into new neighborhoods and the community at large.
3. Offer alternatives to typical, congested driving on standard roads:
 - a) Expand access to sidewalks and pedestrian paths
 - b) Consider even more opportunities for other ways to move around the community, such as bicycle paths, golf cart lanes, horse paths, and shared paths.
 - c) Search for and seize opportunities to create streets and regional arteries that complement the Fair Oaks Ranch vision – incorporating trees, landscaping, pedestrian (and alternative vehicle) needs, speed control, and environmental sensitivity into local road planning and regional negotiations; strive to protect neighborhoods from unnecessary noise.
 - d) Actively work with TXDOT and others to ensure a transportation network that serves Fair Oaks Ranch citizens and their particular needs and wants.
4. Protect existing neighborhoods, property values, tax base, natural resources, and the City's unique Hill Country character by bringing adjoining land areas within the extra-territorial jurisdiction into the City proper – and under the City's development guidelines.
5. Recognize the changing demographics and diverse needs of residents by reserving land – especially land in new, undeveloped areas of the City and along major road intersections – for a variety of future uses:
 - a) More parks and playgrounds
 - b) Well-designed commercial space that could meet demands for local services and neighborhood retail (and boost the City's tax base)
 - c) Places for civic gatherings and community assembly
 - d) Conservation subdivisions
 - e) Discreet, targeted areas where more density may be appropriate for residents who can't or don't want to keep up a yard or need living assistance as they age, or who simply want more diverse housing options within Fair Oaks Ranch
6. Plan now to coordinate utility and infrastructure needs and expansions – drainage, water, wastewater, transportation.
7. Protect water resources, natural resources, and wildlife.
8. Demand high-quality construction and infrastructure from new developers, based on the Fair Oaks Ranch vision. Build vision and plans based on broad and genuine community participation.
9. Be proactive so that Fair Oaks Ranch exerts as much control as possible over its own destiny as the region grows.
10. Work to ensure compatibility with adjacent military installations.

CHAPTER 2: CONTEXT

Fair Oaks Ranch Yesterday and Today



As its name implies, the City started as a ranch. The ranch – stretching across the frontiers of Bexar, Kendall, and Comal counties – was acquired in the 1930s by Ralph Fair Sr. After a fire in the 1950s, the family remodeled the house into the 13,000 square-foot home that is known today as the Fair Oaks Ranch Golf and Country Club and remains a focal point of activity in the community.

Fair was a successful oilman and rancher from California. He moved to Dallas, married Dorothy Dunlap Exline, and they began putting together tracts of land into the ranch that became their home and where they raised their family. Fair's passions were raising horses, and cattle ranching and breeding, according to the Texas State Historical Society. In the 1940s, Fair is known for developing his own Hereford strain (red and white cows without horns) and for his pioneering work in a bovine artificial insemination program. In fact, the Ranch still pays tribute to one of Fair's favorite Hereford's named Battle Intense. The bull's namesake is the Men's Golf Association's largest invitational of the year – and is

the name of a City street.

After Fair Sr. and his wife died, the family decided to take the 5,000-acres that made up Fair Oaks Ranch and make it into a residential community. They started selling off small acres of land and started a homeowner's association in 1975 with Boots Gaubatz as the president. In 1977, the tennis club was constructed and a year later Fair's son, Ralph Fair Jr., built his own house, moved out of the family ranch house and opened up the club. In 1987, Fair Jr. sold the club to Robert Dedman, then the owner of ClubCorp of America.

Expansion continued and by the 1980s residents of "The Ranch" explored their options to form a city. Two cities, Fair Oaks North and Fair Oaks South, were formed due to state restrictions on population density. Don King became the mayor of Fair Oaks North while HOA president Gaubatz became the mayor of Fair Oaks South. Eventually, King, Gaubatz, and an HOA board member, Bob Herring, helped combine the two communities into one, and the City of Fair Oaks Ranch was incorporated on January 21, 1988. King,

Gaubatz, and Herring are considered the City's founders.

In 1990 Fair Oaks Ranch had a population of 1,860. By the end of 2017, estimates prepared for the Future of Fair Oaks Ranch: 2018 Comprehensive Plan indicated a population of 8,326 – not including new annexations in November of 2017. July 2016, U.S. Census estimates put the number that high or higher. (The census update estimates are not based on actual counts but on trends and estimated growth rates.) See more about population and demographics in the next chapter.

The City is approximately 22 miles northwest of San Antonio and 7 miles southeast of Boerne. It is considered part of the San Antonio Metropolitan Statistical Area (MSA). The original 5,000-acre city grew to include an additional 3,200 acres of extra-territorial jurisdiction (ETJ), ceded from San Antonio, as well as land absorbed from Boerne (see Annexation section in Chapter 5. Most of the City's ETJ was annexed by Fair Oaks Ranch in late 2017, in the middle of the planning process.

The City has its own police force. EMS and fire protection are provided by the nearby Leon Springs Volunteer Fire Department/Bexar County ESD #4. Much of Fair Oaks Ranch is part of the Boerne Independent School District, which built Fair Oaks Ranch Elementary school in 1995. A smaller part of the City is in the Comal Independent School District.

The City today is primarily single-family residential, with a few commercial uses scattered through the City, mostly near I-10 or at intersections for a few major streets, such as Dietz Elkhorn at Fair Oaks Parkway and Dietz Elkhorn at Ralph Fair Road.



Fair Oaks Ranch was originally conceived by a single-ownership family working with a small group of builders and planners, ensuring a relatively common standard of development in the City's early years. The City has never implemented a zoning ordinance, though one was drafted in the 2000s and never adopted. Restrictions committees within homeowner associations are active throughout most of the existing City today and have been the main source of land use regulation. However, as the City grows, expanding into ETJ lands that were not part of the original planned development – and which may or may not include homeowner associations of their own – preserving the development standards, and the sense of Hill Country character, that originally defined Fair Oaks Ranch will be problematic without City regulation. Without zoning, there is also no protection for residents in “old” neighborhoods should existing deed-restriction committees fail or become inactive.

HOME RULE

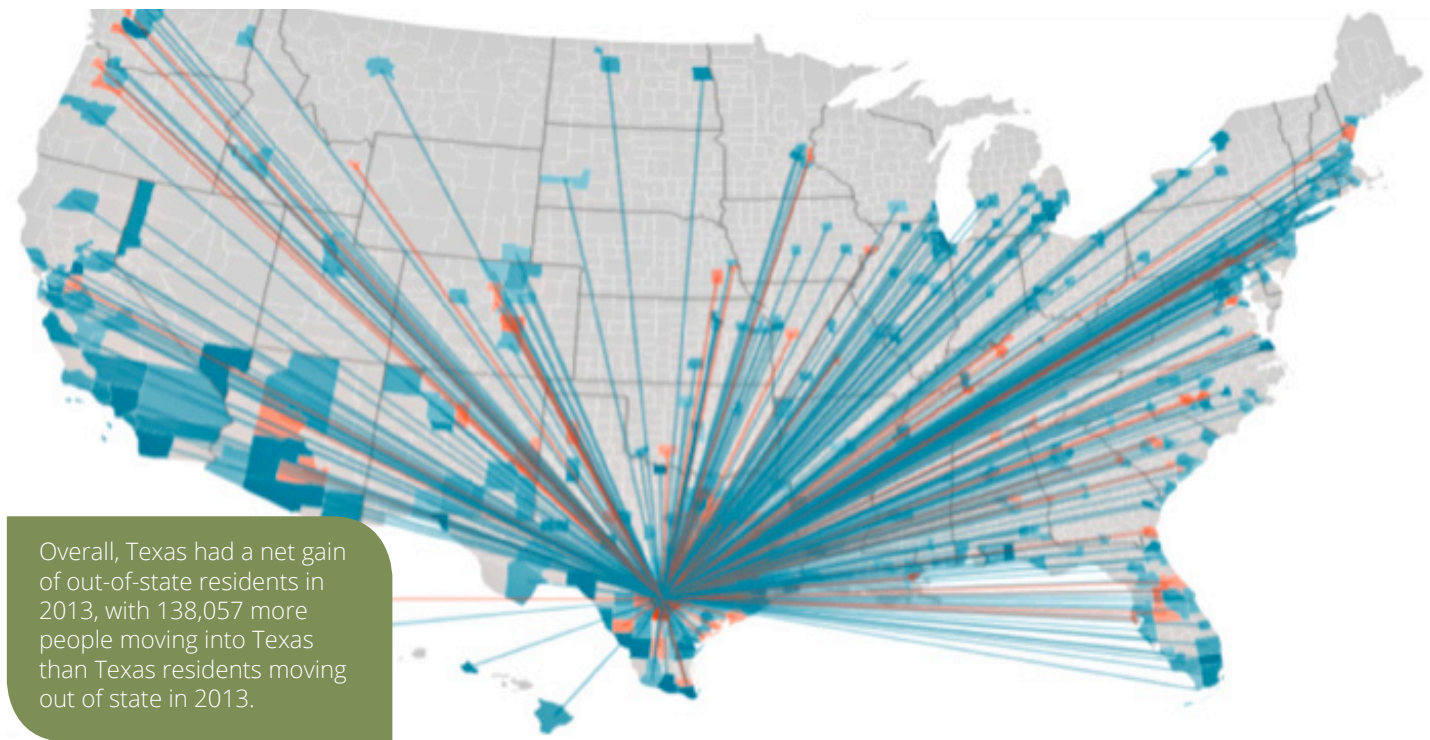
Fair Oaks Ranch became eligible to become a home rule city roughly a decade ago when its population reached 5,000 citizens, but the May 2017 election was the first time a draft home rule charter was brought before voters. The inaugural home rule charter was drafted by an 11-person committee of residents in June 2016.

An adoption of a home rule charter empowers residents to file petitions to initiate and repeal local ordinances and to recall elected officials. Passage of the ballot measure reshaped the City Council by expanding it from five to six members and lengthening their terms from two to three years. Passage also established term limits for council members of not more than two consecutive terms in office or four terms in a lifetime.

The new charter reclassified the post of city administrator to that of city manager. It also requires the mayor, who had previously voted only to break tie votes by the council, to cast votes on all motions.

Home rule provides the City with additional authority to annex property in extraterritorial jurisdictions and to control development there.

The home rule election was held on May 6, 2017, and passed with 906 votes in favor and 81 votes against, or approximately 92 percent in favor of home rule.



CHAPTER 3: LOOKING FORWARD

Population, Demographics, Market and Growth

Growing market demand for housing in the Fair Oaks Ranch area drives much of the comprehensive plan. An underlying assumption is that land will continue to be consumed by development over the next decade, and that population will continue to grow in Fair Oaks Ranch. There are a number of reasons for this.

THE REGIONAL OUTLOOK

Fair Oaks Ranch is in the path of a larger, long-term growth pattern. Texas is a national leader for domestic migration, as well as new live births. According to the Texas State Data Center, the state grew by 21 percent between 2000 and 2010, and is projected to grow another 80 percent by 2050 (based on the Data Center's mid-range, 0.5 migration rate scenario). That means another 21 million residents between 2010 and mid-century.

Many of those people are projected to live in the greater San Antonio area, which has become one of the fastest growing Metropolitan Statistical Areas in the United States. The Urban Institute's mid-range projections indicate that the San Antonio MSA is likely to increase by roughly 19.7% from 2.429 million in 2016 to more than 2.907 million by 2030. Comal County has been among the fastest growing counties in the nation, in percentage terms, over the past several years, and all counties in the Alamo Metropolitan Planning Organization (MPO) are growing rapidly. Several times in recent years Bexar County has

been among the top 10 U.S. counties with the largest numerical population increase.

Regional projections prepared by the Alamo MPO forecast continued rapid population growth through the end of its current 25-year plan in 2040, by which time the greater San Antonio area is projected to add 1.5 million new residents, bringing the urban area population to 3.4 million people. The population planning scenario adopted by the MPO forecasts continued low-density growth along the I-10 corridor in the Fair Oaks Ranch and Boerne areas, similar to the pattern over the past 15 years. (Although the regional plan includes some sub-regional population distribution assumptions for traffic demand modelling, it does not include detailed forecasting for Fair Oaks Ranch.)

In addition, in November, 2017, a joint conference of the Alamo MPO and the Capital Area MPO, working with TXDOT, reinforced the forecast for continued population growth throughout the

greater region. Presentations from that November meeting note that the San Antonio and Austin urban areas are growing together and project a combined urban mega-area of approximately 5.9 million people by 2040.

In other words, the San Antonio area is among the fastest growing regions in the United States – and among the pressure points is the I-10 corridor and the gateway to the scenic Texas Hill Country –Fair Oaks Ranch and its surrounding area. From a macro level, regional growth is likely to continue.

Bexar, Comal, and Kendall Counties – the three counties containing parts of Fair Oaks Ranch – are all expected to experience substantial growth through the next several decades, according to Texas State Data Center projections, and according to the Alamo MPO. By 2040, the MPO projects these counties to grow by:

- Bexar County – 60%
- Comal County – 140%
- Kendal County – 88%

Kendall County is forecast to add 29,411 new residents by then; Comal County 151,661 new residents, and Bexar County more than a million new residents.

Rapid growth is also forecasted by the Boerne Independent School District (ISD). The district has more than 9,800 planned future lots and is on pace to add more than 600 annual new homes for the 4th straight year. For planning purposes, Boerne ISD is projecting an average growth rate of 5% per year over the next decade, reaching a total student enrollment of 14,193 for the 2027-28 school year.

The Boerne ISD spring 2017 demographic study notes that Fair Oaks Ranch Elementary contained roughly one third of all new home closings in the school district in 2016.

DID YOU KNOW?

Alamo MPO forecasts high population growth for the region, including, Fair Oaks Ranch, well into 2040 -- the end of its current 25-year plan.

demographic trends: age demographics

- The median age in Fair Oaks Ranch is 51.3 in 2016

2010 Data*:

Generation Z (age 0-14) - 16.7%
Millennials (age 15-34) - 12.6%
Generation X (age 35-54) - 28.6%
Baby Boomers (age 55-74) - 34.2%
Silent Generation (age 75+) - 8.1%

2016 Data:

Generation Z (age 0-14) - 15.96%
Millennials (age 15-34) - 15.78%
Generation X (age 35-54) - 24.74%
Baby Boomers (age 55-74) - 33.86%
Silent Generation (age 75+) - 9.64%

- There is more of an older population in Fair Oaks Ranch, it looks to be staying pretty consistent from 2010 to 2016 with a rise in Millennials and the Silent Generation, but a slight drop in the Generation X and Baby Boomers

population and market projections

Unconstrained Scenario

16,000 – 17,000 residents or more

Our Projection

5 years: 10,200

10 years: 12,700

Build-Out: 13,900 (by 2030) *Range: 13,200– 14,600*

HOW LOCAL PROJECTIONS WERE DEVELOPED

Regional growth helps drive demand for housing in Fair Oaks Ranch, and affects long-term population projections for the City. For this study, the planning team looked not only at regional population projections, but at current conditions in the real estate market in and around Fair Oaks Ranch, and, finally, at likely scenarios for building trends and land development over the next decade and beyond in Fair Oaks Ranch.

Based on the projected regional demand for housing, and the availability of jobs within commuting distance of Fair Oaks Ranch, the City's consulting team, which included professional land planners, mappers, engineers and economic market analysts, is projecting strong continued demand for housing in Fair Oaks Ranch and its immediate surrounding area over the next 10-15 years. That's true even though the real estate market in Fair Oaks Ranch is considerably higher priced than the market for the San Antonio area as a whole.

This demand, combined with limited land availability, indicates Fair Oaks Ranch is likely to "build out" within the next 15 years, meaning existing lots and developable land will be fully utilized. In arriving at population projections for the City at build-out, the planning team analyzed a number of variables:

- State and regional trends, and regional population projections, including the Alamo Area Metropolitan Planning Organization, the Alamo Council of Governments, and others, including population projections developed by the Boerne Independent School District
- State law that guarantees landowners the right to develop their property within certain limits

- U.S. Census and Texas State Data information
- Interviews with a number of local people with insight into development trends in the area, including local land owners, development engineers, City staff, county commissioners, TXDOT staff, school planning reports, neighborhood association leaders, City Council members, and military land managers
- Existing available lots
- The remaining acreage in the City and its extra-territorial jurisdiction (ETJ), market trends and projected future demands for housing of all types
- Income levels and likely future purchasing power among future Fair Oaks Ranch residents
- Utility connection hook-ups and trends within the City
- Drainage areas, reserved natural areas, military lands, topography and other natural and man-made constraints
- Existing water agreements for service to land within the City
- The City's current future land use map and policies
- Transportation patterns
- The proposed annexation policies in this Comprehensive Plan and the most recent annexations by the City in December of 2017
- The new, proposed land use maps, policies, subdivision regulations, and future land use map developed through public input and the oversight of the Citizen Stakeholder Committee during the year-long Comprehensive Plan process

Although localized events or temporary market downturns may affect growth rates in any given year, both regional planners and the City's planning team believe the current long-term trend of rising population in the Fair Oaks Ranch area will continue on average in the range presented here, barring a major, unforeseen and sustained disruption in the Texas economy or sudden, dramatic shifts in climate and/or natural resources such as water. (As part of the comprehensive plan, Fair Oaks Ranch is updating and refining its long-term water strategy, and water is expected to be available for the foreseeable future. More about the City's natural resources and the water study can be found in Chapter 5).

In projecting likely population growth for the future, the City started with a baseline of current population based on the 2010 U.S. Census, then multiplied average persons per household by new housing permits within the City, combined with changes to City boundaries brought about by annexation. (Annexations from late 2017 are not included in the "current" population estimate.) Planners then used market demand projections and discreet single-family and multifamily absorption rates on every undeveloped tract of land within the City and its ETJ, based on 1) the densities allowed under the new Future Land Use Map to be adopted as part of this plan, and 2) any over-riding, pre-existing development agreements on individual properties.

Finally, it is important to note that while Fair Oaks Ranch can impose and standards on growth, and may institute its first zoning regulations as an outgrowth of this plan, the City cannot simply close its doors to growth. State law does not permit it. Thus, even though during the planning process many residents expressed a desire to stop or slow new development, it is the market that will largely determine whether Fair Oaks Ranch grows; the citizens of Fair Oaks Ranch may decide how it grows.

AGE AND ETHNICITY

The median age in Fair Oaks Ranch, at 51.3, is higher compared to the median age of the San Antonio MSA, which is currently 35. Older populations have less labor force participation, and spending has shown to shift towards wellness, health care, and financial services. In areas with older populations the homeownership rate tends to increase in areas with older populations and discretionary spending generally declines.

Market economists working as part of the City's planning team used 2016 ESRI data to understand the distribution of population by age/generational class. The data revealed that Fair Oaks Ranch has smaller percentage of Generation Z (0-14) than the San Antonio MSA. San Antonio MSA has a larger percentage of Millennials (15-34) at 29% compared to 16% in Fair Oaks Ranch. Fair Oaks Ranch has a slightly smaller percentage of Gen X (35-54) when compared to the San Antonio MSA, with 25% and 26%, respectively. Fair Oaks Ranch has larger percentages of Baby Boomers (55-74) and Silent Generation (75+) than the San Antonio MSA.

The following percentages make up the 2016 population of Fair Oaks Ranch by generation type:

- Generation Z (age 0-14) – 15.96%
- Millennials (age 15-34) – 15.78%
- Generation X (age 35-54) – 24.75%
- Baby Boomers (age 55-74) – 33.86%
- Silent Generation (age 75+) – 9.64%

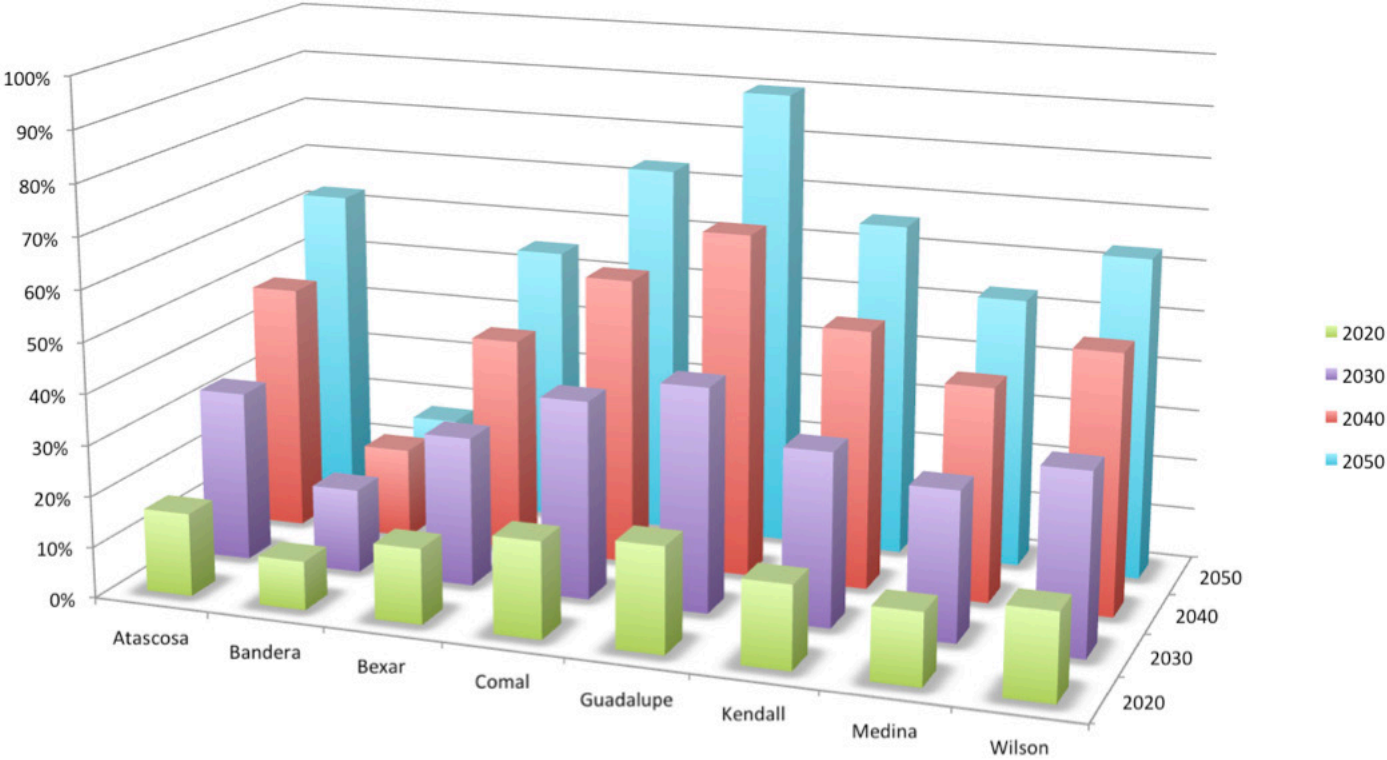
Despite perceptions of a shifting age demographic within Fair Oaks Ranch – expressed in some citizen comments during the planning process – U.S. census data shows a relatively consistent population since 2000. The decrease in Generation X and corresponding increase in Baby Boomers is the largest shift and can be explained by the tendency of residents to remain in Fair Oaks Ranch long-term. More than 82% of Fair Oaks Ranch residents report planning to remain in Fair Oaks Ranch. Narrowing the focus between 2010 and 2016, Fair Oaks Ranch saw a slight rise in Millennials and the Silent Generation, but a small drop in the Generation X and Baby Boomers.

Research has consistently shown that racial and ethnic composition in the United States is diversifying. Immigration, net migration, and higher birth rates among minority couples are contributing factors to these changes. By 2060, the US Census Bureau projects the nation will be minority-majority. A study conducted by the Federal Reserve Bank of Dallas found that foreign-born population in Texas has been increasing, most notably in major metro areas. While Fair Oaks Ranch is 94% white, and 16% Hispanic ethnicity, it is important to understand these national and statewide trends are likely to take much longer to affect Fair Oaks Ranch, and at a much slower pace.

U.S. Census	2000	2010	2016
Generation Z (0-14)	20%	16.7%	15.96%
Millennials (15-34)	13.2%	12.6%	15.78%
Generation X (35-54)	36.9%	28.6%	24.74%
Baby Boomers (55-74)	25.6%	34.2%	33.86%
Silent Generation (75+)	4.3%	8.1%	9.64%

This chart shows the percentage of different generations in Fair Oaks Ranch over the last two decades.

Projected Population Percent Change, 2010 - 2050



INCOME AND EDUCATIONAL ATTAINMENT

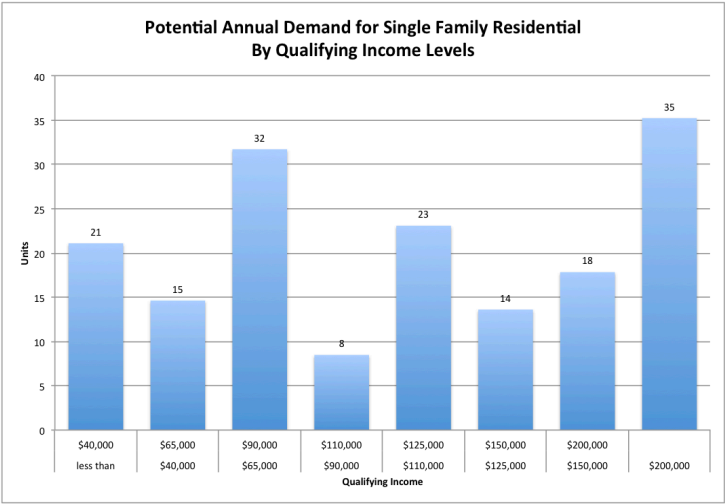
Median and average household incomes in Fair Oaks Ranch are considerably higher than for the San Antonio MSA as a whole. The median household income in Fair Oaks Ranch is \$125,066, compared to the San Antonio MSA the median household income of \$54,186. Fair Oaks Ranch has an average household income of \$168,690, while the San Antonio MSA has an average household income of \$74,515. The per capita income in Fair Oaks Ranch of \$63,400 is 235 percent of the greater MSA's per capita income of \$26,902.

Within Fair Oaks Ranch, 67.2 percent of households have median household incomes greater than \$100,000. Within the San Antonio MSA, only 23 percent of households have median household incomes greater than \$100,000.

Amongst competing cities in the region, Fair Oaks Ranch has the highest median household income. Of the 2,418 owner-occupied housing units in Fair Oaks Ranch less than 12.5 percent are valued

between \$200,000 and \$299,999, while within the San Antonio MSA, 82% of households are valued at less than \$300,000. In Fair Oaks Ranch, 52.4% of households are valued between \$300,000 and \$499,999. Approximately thirty-two percent of households are valued between \$500,000 and \$999,999. Just fewer than two percent of households are valued over \$1,000,000 in Fair Oaks Ranch.

Residents of Fair Oaks Ranch have higher levels of education than is typical for San Antonio – or for most communities. There are 5,000 residents in Fair Oaks Ranch that are age 25+. More than 96 percent of residents in Fair Oaks Ranch have at least high school diplomas, compared to 85 percent within the MSA. More than 35 percent of residents hold Bachelor's degrees, and 23 percent hold a graduate degree.



PROJECTED MARKET DEMAND: SINGLE FAMILY

Potential demand for single-family residential was analyzed by examining current and future household demand in the Bexar County (Northwest) – San Antonio (Far Northwest) & Helotes. These areas use Microdata Area (PUMA) across multiple income categories, which can help determine Fair Oaks Ranch's capture of new home purchases in the area. Current projections estimate over 32,859 new households will coexist throughout the PUMA over the next five years, which is an average of 6,572 new households annually. Based upon recent trends, 84% of new household growth across all income categories would likely choose to live in new single-family residential housing.

Currently there are 111,275 owner-occupied households, and 21,404 non-owner occupied households in the PUMA. Of the existing owner households, 13,260 (12%) are projected to move to a new residence, and 8,055 are projected to purchase a home upon moving. Of the existing renter households 10,288 (48%) are projected to move to a new residence, and 3,116 (30%) are projected to purchase a new home upon moving.

Based on current building trends and availability of developable land in Fair Oaks Ranch, the annual residential demand for Fair Oaks Ranch is projected around 166 single-family units across all home values.

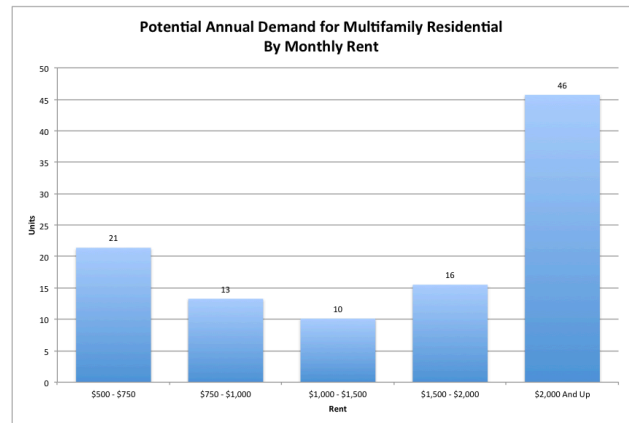
DID YOU KNOW?

The median household income for residents of the City of Fair Oaks Ranch is higher than the San Antonio region as a whole at \$125,066. The median for the MSA is at \$54,186.

That makes Fair Oaks Ranch one of the highest earning communities in the greater San Antonio Metropolitan Statistical Area.

PROJECTED MARKET DEMAND: MULTI-FAMILY

Demand for multi-family housing was analyzed by examining potential demand from new household growth, existing owner-occupied household turnover, and existing renter-occupied household turnover. At current rates, there is market potential for Fair Oaks Ranch to conservatively absorb about 106 multifamily units annually. However, given the economic market, as well as the form-based and other land-use guidelines established as part of the comprehensive planning process, a higher quality of multi-family product is expected and zoning will limit the total availability of multi-family lots, so the average annual demand forecast was adjusted to approximately 72 units based on what market analysts considered to be a realistic market segment for the Fair Oaks Ranch area.



RETAIL TRADE

The Fair Oaks Ranch Primary Trade Area (PTA) has a per capita income of \$44,188, and residents spend nearly \$3.05 billion on retail goods and services, annually. Currently within the retail Primary Trade Area (PTA) there is unmet retail demand to potentially support 277,535 square feet of retail. There is the largest amount of unmet demand in the grocery stores, miscellaneous store retailers, specialty food stores, used merchandise stores, and limited-service eating places categories.

Residential growth in the region will fuel additional demand across all retail categories. Additionally, growth in the workforce population and the potential for regional entertainment venues may import additional retail and restaurant demand from surrounding communities.

A summary of retail demand is shown below:

Fair Oaks Ranch PTA Retail Demand Chart						
Category	Workforce Demand	Commuter Demand	Residential Demand	2016 Total Demand	2016 Total Supply	2016 Leakage "Retail Gap"
Auto Parts, Accessories & Tire Stores		175	26,779	26,954	10,627	16,327
Furniture Stores			54,393	54,393	130,699	-
Home Furnishings Stores			35,256	35,256	50,484	-
Electronics & Appliance Stores			160,772	160,772	219,327	-
Bldg Material & Supplies Dealers			154,106	154,106	157,598	-
Lawn & Garden Equip & Supply Stores			10,586	10,586	23,973	-
Grocery Stores	8,370	626	293,710	302,705	187,250	115,455
Specialty Food Stores			58,204	58,204	45,124	13,079
Beer, Wine & Liquor Stores			23,667	23,667	18,122	5,545
Health & Personal Care Stores	16,151		147,454	163,605	175,988	-
Gasoline Stations	22,673	2,188	165,660	190,521	159,363	31,158
Clothing Stores	3,012	240	83,881	87,133	404,518	-
Shoe Stores	4,141	441	29,694	34,276	73,352	-
Specialty Retail (i.e. Jewelry, Luggage & Leather Goods Stores)	3,155		22,399	25,554	45,251	-
Sporting Goods/Hobby/Musical Instr Stores	1,795	220	77,186	79,201	106,179	-
Book, Periodical & Music Stores		220	10,541	10,762	25,683	-
Department Stores Excluding Leased Depts.	5,384		380,708	386,092	696,882	-
Other General Merchandise Stores	24,847	331	205,507	230,684	484,391	-
Florists		220	4,851	5,071	2,388	2,683
Office Supplies, Stationery & Gift Stores	6,074	220	22,190	28,484	19,510	8,974
Used Merchandise Stores		441	34,984	35,425	15,754	19,671
Other Miscellaneous Store Retailers		307	109,389	109,696	76,141	33,555
Full-Service Restaurants	7,893	371	2,663	10,926	1,509	9,417
Limited-Service Eating Places	10,629	525	11,393	22,547	5,297	17,249
Special Food Services			290,822	290,822	404,088	-
Entertainment	-			-	-	-
Lodging				-	-	-
Drinking Places - Alcoholic Beverages			13,350	13,350	8,929	4,421
Total Demand (SF)	114,122	6,526	2,430,144	2,550,793	3,548,431	277,535

FISCAL IMPACT

As part of this process, Catalyst explored the “net new” impact from the proposed Future Land Use Projection (FLUP) scenarios. This includes 495 units of residential and 58,000 square feet of additional commercial services. To calculate additional fiscal impact, Catalyst used a conservative value of \$300 per square foot for new commercial retail and a value of \$150 per square foot for assessed value for new commercial. Catalyst used an average market value of \$154 per square foot for residential and a range of total value based upon the type of proposed lot. For the commercial analysis, it was assumed only 25% of net new commercial was absorbed, even though the market shows demand for 277,000 square feet to allow for natural absorption. For residential absorption, Catalyst assumed 10% of the residential was absorbed annually, which increased housing units by 495 over a ten-year period.

Using the assumptions to the side, Catalyst estimated that the additional housing units and 58,000 of retail proposed under the Future Land Use Plan would create over \$175M of net new fiscal impact to Fair Oaks Ranch over a ten-year period.

Fair Oaks Fiscal Summary Based upon FLUP 2017	Year <u>1</u>	Year <u>2</u>	Year <u>3</u>	Year <u>4</u>	Year <u>5</u>
Total Est. Add. Value	\$ 10,560,125	\$ 21,120,249	\$ 31,680,374	\$ 42,240,498.10	\$ 50,625,623
Annual Property Tax Est.	\$ 3,414,722	\$ 6,829,444	\$ 10,244,166	\$ 13,658,887	\$ 16,370,301
Annual Sales Tax Est.	\$ 57,750	\$ 115,500	\$ 173,250	\$ 231,000	\$ 231,000
Total Annual Est.	\$ 3,472,472	\$ 6,944,944	\$ 10,417,416	\$ 13,889,887	\$ 16,601,301
Cumulative Estimate	\$ 3,472,472	\$ 10,417,416	\$ 20,834,831	\$ 34,724,719	\$ 51,326,020

Year <u>6</u>	Year <u>7</u>	Year <u>8</u>	Year <u>9</u>	Year <u>10</u>
\$ 59,010,747	\$ 67,395,871.67	\$ 75,780,996.19	\$ 84,166,120.72	\$ 92,551,245
\$ 19,081,715	\$ 21,793,129	\$ 24,504,543	\$ 27,215,957	\$ 29,927,371
\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000
\$ 19,312,715	\$ 22,024,129	\$ 24,735,543	\$ 27,446,957	\$ 30,158,371
\$ 70,638,735	\$ 92,662,864	\$ 117,398,407	\$ 144,845,364	\$ 175,003,735



CHAPTER 4: PUBLIC INVOLVEMENT

A Plan Driven by the Community

Public involvement was built into the plan from the beginning. As a result, many hundreds of Fair Oaks Ranch residents have shared thousands of opinions, facts, and suggestions with the planning team.

The planning process itself started and ended with public meetings before the City Council. Council members continued to be involved throughout planning effort, working with an additional group of area residents to become a governing Stakeholder Committee that oversaw the work of City staff and the outside consultants that made up the planning team. In addition to Council members, the Stakeholder Committee included local subject matter experts, representatives of the Fair Oaks Ranch Homeowners Association (FORHA) and restrictions committees, a builder

with historic ties to the original development and the Fair family, and a federal representative to address military lands.

During this process, the City established its first-ever Planning and Zoning Commission (P&Z). The City selected seven residents from an interview process to serve on the P&Z which will act as an advisory group to City Council in required and discretionary land use matters.

Stakeholder and P&Z meetings were open to the public, posted in advance, and encouraged questions and comments from the general public. However, public involvement extended beyond the confinement of these meet-

ings. Planning outreach also included a wide variety of “channels” and opportunities for influencing the final product:

- Four formal P&Z meetings
- Eight formal Stakeholder meetings
- Four community-wide Town Hall Meetings that drew over one thousand participants
- A two-day design workshop (or “charrette”), open to the public
- An open house presentation on results of the design workshop
- A meeting with combined representatives of FORHA and the restriction committee chairs from the neighborhood
- Meetings with landowners
- Multiple meetings with staff and various regional officials
- Press releases and newspaper stories
- Paid newspaper advertisements
- A dedicated Facebook page with weekly (usually daily) updates on the planning process and postings about city planning in general

ALL EIGHT STAKEHOLDER MEETINGS WERE OPEN TO THE PUBLIC



FAIR OAKS RANCH TOWN HALL MEETINGS

March 28, 2017 at the Fair Oaks Ranch Country Club
 April 12, 2017 Charrette Open House at City Hall
 June 13, 2017 at Cibolo Creek Community Church
 October 5, 2017 at Cibolo Creek Community Church
 April 30, 2018 at Cibolo Creek Community Church

- A dedicated website, with research from the planning consultants, findings from the Stakeholder meetings, calendars, updates, and copies of facts and options offered in public meetings
- “Virtual town hall” meetings and a related video, offering citizens the chance to see full presentations and participate from their homes

- Email outreach to City and neighborhood association community lists
- Interactive “priority voting” exercises, with options at various times to vote online, by cell phone, using “sticky dots,” on comment sheets, or by making written comments on maps
- A community-wide survey, distributed on-line and in paper copy, generating 675

completed surveys

- Several smaller presentations at City Council or other venues
- A final public hearing for development regulations that grew out of the land use section on June 14, 2018, and a final public hearing on the entire Comprehensive Plan.

COMMUNITY SURVEY RESULTS

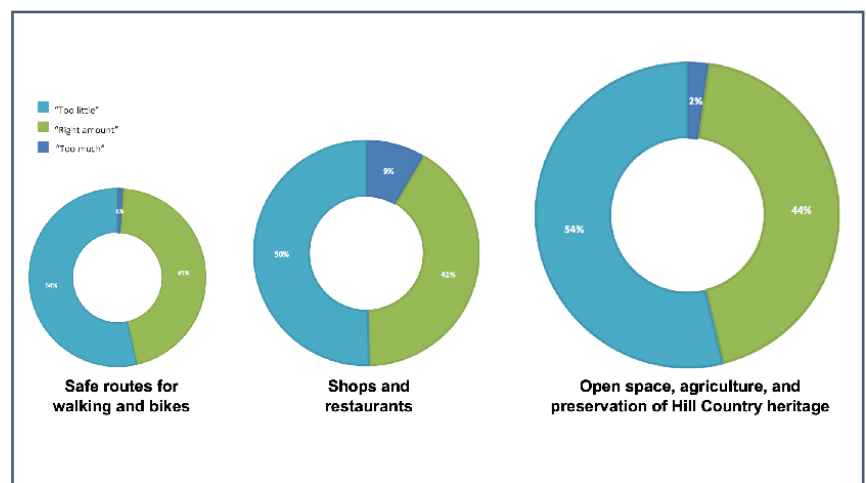
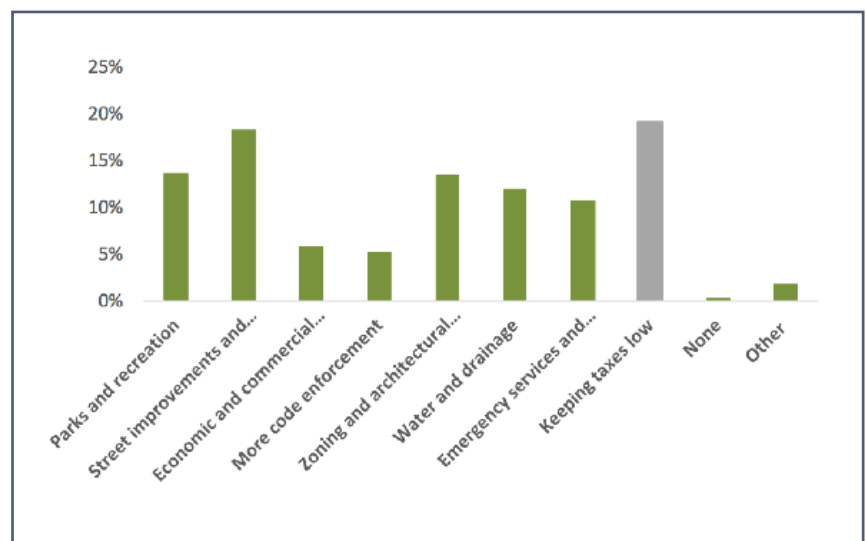
Working with the Stakeholder Committee, the planning team developed a Fair Oaks Ranch Community Survey. The survey included 20 questions designed to better understand community preferences on a range of topics related to land use, growth management, transportation, and general community feel.

For some of the questions, the planning team used wording from the National Community Preferences Survey (NCPR), produced by the National Board of Realtors, in order to provide comparisons and context for attitudes in Fair Oaks Ranch. The National Community Preferences Survey focuses on attitudes regarding neighborhood characteristics such as housing preferences, transportation access, and commercial development.

The survey was distributed online via the project website and several social media platforms, and in paper copy at community meetings and at City Hall. Links were distributed through City and homeowner association email lists, and press releases, generating 675 completed surveys. The full results of the survey are included in the appendix at the back of this report. Here we will seek to highlight some of the most significant findings uncovered by the community survey.

An overwhelming majority Fair Oaks Ranch residents seem to like the community in which they live, plan to stay here, and want to preserve the essential character of the place as it is. A significant majority — more than two-thirds — also want to see City government play an active role in shaping future growth to protect and enhance the physical characteristics and inherent values of the City.

When asked to identify the most important thing Fair Oaks Ranch can do in the next few years, the overwhelming majority of respondents (55%) said managing growth to preserve the rural character of the community. This sentiment appears in several question responses, particularly in regards to housing and commercial development. Respondents said they are seeing too many new homes (67.7%) and apartments (73.5%) being built. And while



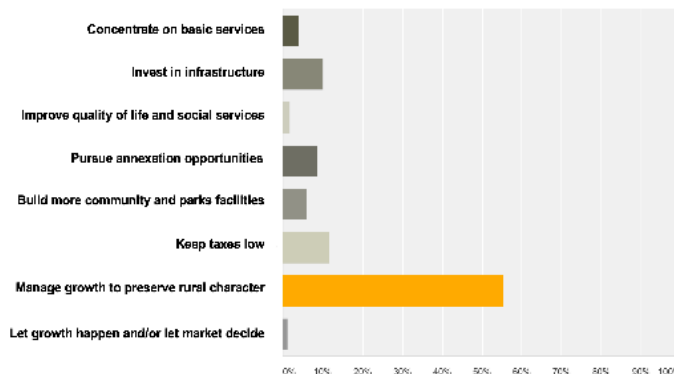
50.4% indicated wanting more shops and restaurants, support for small local businesses far outweigh interest in “big box” retail stores.

This is somewhat in contrast to regional trends. For example, recent surveys from another suburban, high-growth city from within the San Antonio-Austin corridor, the City of Buda, also with a population of less than 20,000, illustrates some of the difference. Buda also has frontage on a federal interstate highway (I-35), and its population growth is even more rapid. But unlike Fair Oaks Ranch, Buda is not only preparing for this growth but actively encouraging it. Buda’s community survey reported 45.8% of respondents identifying publicly funded economic and commercial development as a top priority (compared to only 4% of Fair Oaks Ranch residents).

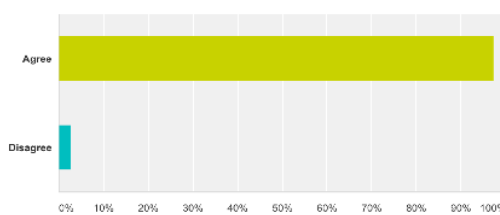
In Fair Oaks Ranch, as with most growing communities in Central and South-Central Texas, the survey indicated a growing concern among residents regarding community development and its effect on the City’s transportation infrastructure. Respondents reported their top three transportation safety concerns were roads (27.22%), traffic (25.63%), and congestion (21.84%). Residents are primarily single-person car users, with only 1.35% taking public transportation and 10.24% riding in a carpool.

While majority of residents commute to San Antonio for work, prior surveys

The most important thing Fair Oaks Ranch can do in the next few years is:



Agree or Disagree: Preservation of things like trees, open spaces, and roads designed to reflect the City’s “character” and heritage are important to me



indicated that the residents greatly value living away from the city traffic. In part, this can be corroborated by the second and third most utilized methods of transportation, walking (37.4%) and golf carts (23.2%). Residents are interested in increasing the City’s walkability as 67.42% of respondents report that there are too few sidewalks in the areas where they live.

This follows a national trend to make neighborhoods, businesses, and schools more easily accessible. Fair Oaks Ranch community interest stands out for the strong desire to preserve existing character and the current small town, rural identity. More than 97% of respondents agreed with the statement, “Preservation of things like trees, open spaces, and roads designed to reflect the City’s ‘character’ and heritage are important to me.” Similarly, 53.76% feel there is too little open space, agriculture, and preservation of the “Hill Country identity” within their neighborhood.

As Fair Oaks Ranch lies within a region of relentless growth, more than 78% of respondents favor investment in the City’s infrastructure over maintaining business as usual. Community support is targeted to those projects which improve the existing community, protect existing neighborhoods and property values, and preserve the rural landscape with street improvements and maintenance, zoning and architectural standards, and parks & recreation topping the list. When asked to identify the most effective land uses in their neighborhood, schools and single-family homes garnered the most support (63.95% elementary, 58.8% middle/high, 61.6% single family homes) as respondents believe they would increase property values.

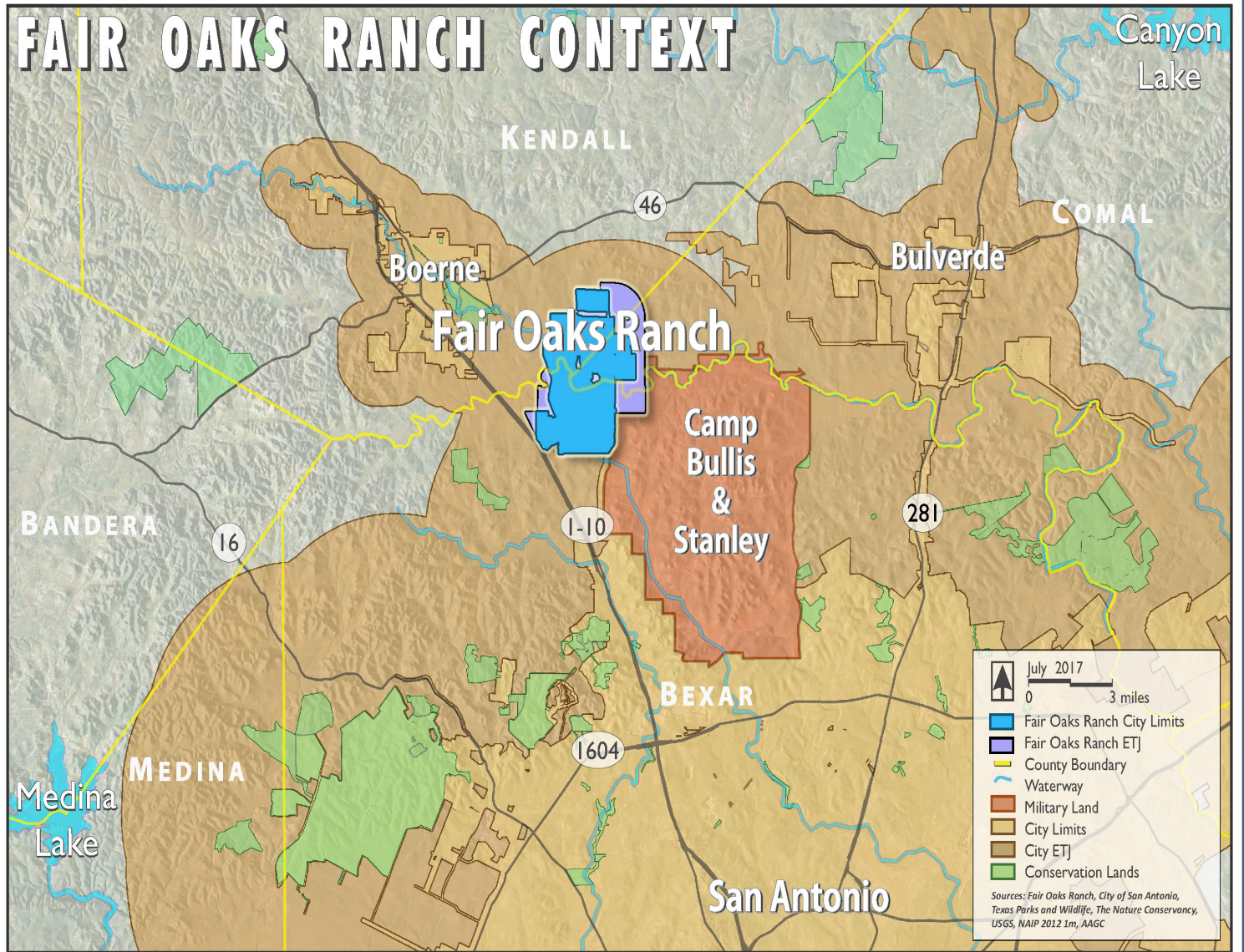
81.9% of community respondents reported feeling heard by the City and in turn, survey results are complementary with the plan’s Guiding Vision and Principles (see page 4). This is evidence of engaged residents with a community vision on preserving and enriching its Hill Country roots.

DID YOU KNOW?

A significant majority — more than two-thirds — want to see City government play an active role in shaping future growth to protect and enhance the physical characteristics and inherent values of the City.

When asked to identify the most important thing Fair Oaks Ranch can do in the next few years, the overwhelming majority of respondents (55%) said managing growth to preserve the rural character of the community.

FAIR OAKS RANCH CONTEXT



5.2 ANNEXATION

From its beginnings, Fair Oaks Ranch has had relatively little physical space to grow. At the time of incorporation, much of the City was surrounded by land within the jurisdiction of the City of San Antonio. Over time, San Antonio and the City of Boerne released land within their extra-territorial limits, or ETJ, to Fair Oaks Ranch and most of this land then became ETJ for Fair Oaks Ranch.

In Texas, cities have two basic kinds of jurisdiction: 1) land within the city limits proper, and, 2) land within the ETJ.

Residents within the city limits are citizens of the city. They may vote, their land (within the city limits) is subject to city tax, and they are eligible for all city services. Cities may also impose zoning and other land use management on land within the city limits.

The ETJ is different. An ETJ is essentially a buffer zone around a city. State law treats the ETJ as land that is related to the city, and because of its proximity, will likely be annexed one day. However, residents within the ETJ do not pay city taxes, are not entitled to vote in city elections, and may not be eligible for all city services. Texas cities are limited in what kind of regulations they may apply within the ETJ. For instance, state law prohibits zoning within a city's ETJ. Different sized cities are entitled to larger or smaller ETJs under state law – if the available land is not already part of another city. Under certain circumstances, land may also be added to a city's ETJ by request of landowners or by negotiation.

Through negotiation over time, and sometimes at the request of neighborhood residents, both San Antonio and Boerne agreed to release land from their ETJs to Fair Oaks Ranch. In 2006, San Antonio released 3,258 acres of its ETJ to Fair Oaks Ranch at the request of the Fair Oaks Ranch city council. Similarly, Boerne released about 108 acres to Fair Oaks Ranch at the request of the Elkhorn Ridge neighborhood.

By the time this comprehensive plan was kicked off – and the City voted on Home Rule – the City Council had already begun to consider annexing substantial portions of the ETJ. The issue was discussed during recent city council elections, and during the preparation of the proposed Home Rule Charter. One of the tasks assigned to the planning team and the Stakeholder Committee for the comprehensive plan was to develop recommendations on annexation

and possible annexation timelines.

Results from early surveys, the first Town Hall meeting, and meetings with the Stakeholder Committee revealed strong support for annexing much or all of the existing ETJ around Fair Oaks Ranch. Citizens and community leaders expressed a desire to protect City land values and the existing City character by exerting more control over how nearby lands in the ETJ would develop. Since so much land within the existing City limits in mid-2017 was already developed and, in many cases, built out, residents realized that land planning in the undeveloped portions of the ETJ would greatly affect the future look and feel of Fair Oaks Ranch. With the City planning to initiate its first zoning code undertaking efforts to upgrade its development regulations, environmental regulations, water and waste water plans, and drainage plans as part of the comprehensive plan process, citizens and Stakeholders expressed strong feelings that the ETJ should be annexed so that the regulations would apply in full to these lands and especially to the development activity evidenced in the ETJ in recent years. Growth projections developed by the planning team indicated those development pressures will continue into the foreseeable future, and that market pressures are likely to lead to development of virtually all of the land within the jurisdiction of Fair Oaks Ranch over the next 10-15 years.

In addition, the Future Land Use Map for the City, and the updated Future Land Use Map developed as part of the Future of Fair Oaks Comprehensive Plan: 2018, identify certain land along major roadways within the ETJ as prime sources for restricted commercial development – development that would benefit the City's limited commercial tax base but could also use full City services and more robust City regulation.

In the summer of 2017, with early recommendations and findings from the comprehensive plan already in discussion – and vetted at a Town Hall review – the City's ETJ status suddenly changed. The Texas Legislature passed a new law that would make it more difficult for the City to annex land within its ETJ after December, 2017, jeopardizing the City's long-range plan to provide more development protections, and more services within the ETJ – and to support those City efforts with additional tax base.

Faced with an impending deadline, the Fair

Oaks Ranch City Council decided to move forward with immediate annexation of much of the ETJ, or to work out long-term agreements for most of the parcels not annexed. After public hearings, this was accomplished in November of 2017, adding approximately 1,328 acres and about 8,400 residents to the City of Fair Oaks Ranch.

The findings and recommendations of the Comprehensive Plan support the annexation carried out by the City Council in 2017. In addition, as part of this plan the City will commit to developing water and waste water service plans for newly annexed portions of the City, as well as a transportation and a trails plan, and future land use and density recommendations. These are discussed in more detail in separate sections within this chapter.

Some properties were not annexed immediately. Rather, the City negotiated long-term non-annexation agreements that call for these properties to remain outside the City limits for now but to be annexed as soon as further development occurs. As part of the agreements – and this comprehensive plan – City staff will continue to monitor these properties and they will come under the City's full regulatory control when development occurs or as the life of the agreements expire.

DID YOU KNOW?

On May 6, 2017, the City of Fair Oaks Ranch held an election to adopt a Home Rule Charter. Adoption of the charter empowers residents to file petitions to initiate or repeal local ordinances and to recall elected officials. It also provides the city with additional authority to annex property in its extra-territorial jurisdiction and to control development there. The charter, which passed overwhelmingly, reshaped the City Council by expanding it from five to six members and lengthening their terms from two to three years.

5.3 FUTURE LAND USE

Though much of Fair Oaks Ranch is already developed – especially the Fair family lands on which the original town was based – large tracts of developable land still exist on the City's edges, and major gateways into the City are still evolving. Even with development agreements that set densities for many of the remaining tracts in the City's ETJ (and on some recently annexed properties), the opportunity remains to dramatically influence how Fair Oaks Ranch will grow into its future.

Happily, there also seems to be broad community consensus on how the people

of Fair Oaks Ranch want that future to look and feel – or at least what they want the built environment to resemble. That vision of the future is unlikely to happen without guidance from the community itself in the form of City regulations that will help channel a super-charged suburban market toward the kind of development that Fair Oaks Ranch citizens say they want – a high visual aesthetic, high quality infrastructure, natural resource protection, a Hill Country “feel,” densities compatible with existing neighborhoods, and commercial activity that complements the small-town quality of

life and scenic, rural palette that exists today. The City needs updated tools – a new Future Land Use Map and related vision plan for land use, broader development regulations, design standards and zoning, to shape the Fair Oaks Ranch of tomorrow into the model its citizens want. This comprehensive plan seeks to provide the framework for those new tools, including recommendations that these concepts be codified into a Unified Development Code to ensure quality development in the years ahead.

Fair Oaks Ranch: Development and Historical Context

The development history of Fair Oaks Ranch is unusual for small towns in Texas. Whereas many small towns began as settlements in the in the 19th or early 20th century, building around a traditional downtown on a historic transportation route, the founding of Fair Oaks Ranch is much more recent, part of a modern planned community. The Fair family ranch first began to be subdivided and developed in the 1970's and only incorporated as a city in 1988. Many of the original lots were created as part of a golf course community or as small ranchettes. Most of the original ranch property has now been developed and only a few large tracts within the original city limits have yet to be subdivided and built upon (though there is developable land in the ETJ and in recently annexed areas, as discussed in the opening summary). Therefore, much of the defining character of the community is set. Some recent development has steered away from that character but a template is in place for what the community would like to see in residential development, and for what the community aspires to for mixed use and commercial development.

What is not unique to Fair Oaks Ranch is the pressures that come with growth. As noted in Chapter 3, on population and demographics, the San Antonio metro area continues to experience high levels of

growth, much of it concentrated along the I-10 corridor in the northwest part of the region. Fair Oaks Ranch is served primarily by Boerne ISD (also in part by Comal ISD) and much of the residential growth is not only driven by being in the I-10 commuter corridor to San Antonio but also by the quality of schools, especially the Boerne schools currently serving most of the community's children.

Fair Oaks Ranch is essentially hemmed in on the south and east by development pressure from San Antonio and to the west by Boerne. Despite rapid population growth in the region, the City has maintained a small town or semi-rural character which, in turn, is driving additional growth pressure as Fair Oaks Ranch is seen as a desirable place for both retirees and young families to live. There are also pressures for commercial development in Fair Oaks Ranch – from landowners with tracts suited for commercial development, and from local citizens who want access to more goods and services closer to home without battling regional traffic congestion. At the same time, large majorities of citizens clearly express a desire to maintain the existing character of their community and to carefully manage new subdivisions and commercial expansion. It will require active planning and new tools – such as the zoning regulations mentioned above – to

balance the competing narratives of change and preservation.

One piece of that planning puzzle is recognition of the inextricable link between land use and transportation. Though this section of the plan focuses specifically on land use, this plan includes an element addressing transportation directly (later in this same chapter), and the City codes that are being developed from this plan are intended to address land use, transportation specifications – and other development standards, including natural resource protection and subdivision procedures – in a unified way. Considering all the activity in the I-10 corridor, as well as pending TXDOT projects that will change the face of major corridors within the City itself, Fair Oaks Ranch will have work quickly to ensure residents have full control over the direction of their community.

Development Cycle Dynamics

Fair Oaks Ranch has seen tremendous single-family growth which is expected to continue as several large undeveloped parcels are platted and built-out. These are primarily in the Ralph Fair Road and Ammann Road corridors on the eastern and northeastern side of town. This type of development can provide diversity of housing choices and diversify the tax base but should also be done in a prudent manner. Generally speaking, the Future Land Use Map developed through this plan calls for much of the undeveloped residential areas in the City and the ETJ to develop along patterns similar to existing neighborhoods. There are exceptions in discreet parts of the City. The plan envisions form-based design standards in some areas to help ensure appropriately-scaled, high quality mixed use and neighborhood commercial development that should yield new opportunities for innovative development and services; plus wider options for housing stock, greater tax value and greater concentrations of value per acre, with integrated planning and road networks to ensure these limited areas of density do not diminish quality of life for new and existing residents.

A point will come during the development cycle where additional revenue will be dependent on the ability of the City and developers to diversify the housing and commercial options in Fair Oaks Ranch; these controlled options for innovative development within the City will be important. As existing neighborhoods age, traditional residential values alone are rarely enough to compensate for increased costs to maintain aging infrastructure. Rapid growth

of new residential neighborhoods can also stress city budgets since those neighborhoods demand heavy levels of new service immediately but tax revenues are delayed. A majority of Fair Oaks Ranch's core housing and associated infrastructure was built in the 1970s and 1980s. As neighborhoods and infrastructure age, cities typically face difficulty maintaining stable tax rates and high levels of service within existing budgets. Thus, while the City must focus on protecting existing neighborhood quality and values in a way that preserves community character, it must also work to provide options – even if limited – for different types of development that will help sustain the community financially in the future. Sound financial planning is not the only benefit of diversified residential development. In addition to services, property tax, and sales tax revenues, mixed use development and other innovations in the City allow more opportunities to meet the disparate needs of varied families and residents – whether that be temporary housing until a new single-family home is completed, empty nesting, aging in place, or units for young people without children. Through this comprehensive planning effort, Fair Oaks Ranch is striving to create a both a vision and a process that supports long-term quality development that encourages a more sustainable community - still predominantly single-family in nature, but with a diversified balance of commercial and residential options, which preserves the quality of life in the City and the character of the neighborhoods that laid the original foundation for Fair Oaks Ranch.

WHAT CITIZENS SAID

In public town halls, Stakeholder meetings and many targeted and ad hoc conversations a few recurrent themes arose again and again from citizens: mainly, the desire to maintain a rural or small-town character in residential development; and, to ensure that areas with commercial development should be held to high standards of construction and design, complete with walkable areas with good community connections. Large numbers of citizens expressed a desire to avoid non-descript “strip centers” or stereotypical “big box” power centers and their massed buildings, massive parking fields, high traffic volumes, and glaring lights.

This comprehensive planning process was unusual in that no zoning regulations exist today in Fair Oaks Ranch; new land use regulations, including zoning, are being written concurrent with this comprehensive plan. As a result, the City had broad latitude to create a long-range land plan and codes tailored to support it.

Creating Special Places

From a real estate perspective, Fair Oaks Ranch is in a strategic position to leverage its strong demographic base for attractive retail and commercial development (in select areas). The City lacks substantial highway frontage on I-10 or a traditional “Main Street” that would be the typical economic drivers. However, there is some existing commercial development in the I-10 corridor, and there are a couple of locations that would serve well for mixed-use villages. These undeveloped, or underdeveloped tracts, create unique opportunities for higher quality mixed-use developments that can sustain quality growth and support a stronger tax base over the next few decades, as the City builds out. A few areas on the Future Land Use Map are identified as appropriate locations for this type of Mixed-Use development, or for Neighborhood Commercial. The balance of the undeveloped land in Fair Oaks Ranch would be primarily rural or neighborhood residential, with a few exceptions for necessary services and public use.

Through higher-quality design, wider merchandising options and carefully planned uses that are integrated into the context of regional options, mixed-use development patterns can be more competitive and more sustainable than typical retail and commercial development. While there are

a few examples of quality mixed-use in the region, Fair Oaks Ranch’s unique natural features, multiple access points, neighborhood quality and Stakeholder vision should help create mixed areas that stand out in the market. In addition to relieving fiscal pressures, mixed-use zoning can help create stronger, more resilient development in the core focus areas and allow Fair Oaks Ranch to protect adjacent residential areas and other environmentally sensitive areas.

Mixed-use zoning for each of these areas identified on the Future Land Use Map will also enable development that incorporates a mix of housing types, including a focus on aging adult options, allowing older residents the option to downsize their home but remain in the community. Proper zoning, combined with appropriate standards for new infrastructure development and subdivision requirements, will be designed to promote walkability, with a mix of retail, restaurants, offices, civic uses, and housing options. These mixed-use areas can also serve as connections to the trail system and serve as “gateways” that create gravity for higher-quality development throughout the City. Higher-quality design will also promote a sense of “community” and “place,” especially since Fair Oaks Ranch lacks many historic and intuitive gathering places, at least in the public sphere (though some

private institutions, such as the Golf and Country Club have played important, quasi-public roles in the City’s history).

The key to creating quality mixed-use development as an alternative to typical strip or big-box commercial will be to foster projects that are differentiated through quality design and user experience. Typical development that does not consider adjacent neighborhoods, adjacent parcels or align with the broader goals of the City should be discouraged, in favor of higher-quality developments. Projects that are master-planned and developed in a cohesive manner often achieve higher returns and hold stronger values than typical centers. Fair Oaks Ranch can encourage higher-quality developments by adopting higher development standards and working with owners and end-users to attract higher-quality tenants and businesses.

DID YOU KNOW?

Mixed-use development can serve as connections to trails, promote a sense of community, and serve as public gathering spaces.

Ensuring Quality Residential Space

The idea of mixed-use areas sparked considerable discussion during the planning process, since this type of land use is new to Fair Oaks Ranch. However, the bulk of the remaining land will be developed in a residential manner consistent with much of the residential neighborhoods that are in Fair Oaks Ranch today.

Fair Oaks Ranch is almost exclusively a residential community. Residents enjoy quiet internal neighborhood streets with modest traffic, mature trees, access to good schools, and a low crime rate. All neighborhoods in the older parts of the City are governed in part by private covenants administered through Restriction Committees. Nothing in this plan is intended to

change the role of these committees as they administer and enforce neighborhood-level deed restrictions, a system that has worked well for Fair Oaks Ranch in the past. Zoning regulations and other development guidelines developed as a byproduct of this plan are intended to “backstop” the restriction committees, giving existing neighborhoods a base layer of protection should a committee here or there someday cease to function; and, zoning and other regulations will provide rules and protection for newly developing residential areas where there is no guarantee that deed restriction committees will be established. (Finally, zoning will provide regulation for non-residential neighborhoods.)

Since much of the City today consists of existing residential neighborhoods, Fair Oaks Ranch’s long-term future is inextricably tied to its housing quality and conditions. In new neighborhoods, the City should strive for a range of housing options, tree preservation, Complete Streets (see Transportation in this section), and a design palette for any public improvements that complements the “Hill Country character” of Fair Oaks Ranch. The goal is to use good layout and design and City standards to create neighborhoods with a sense of character. In addition to opportunities for housing in mixed-use development within these “new” areas – areas still building out – the City is eager to see lot layouts designed to preserve the scenic beauty, greenery,

and semi-rural nature of Fair Oaks Ranch, using “conservation design” subdivision layouts such as those explored in the planning charrette. This is especially true in challenging topographic settings or where a developer might otherwise employ “cookie cutter” lot layouts.

Public Gathering Space

As the City grows and matures, it will be increasingly important to have a community-wide public gathering place. The current municipal complex, with the city hall and police station, is one such place, but does not have well-developed outdoor space nor enough space indoors for larger community gatherings. Churches, the elementary school, and Golf Course Clubhouse are often used by the City and local groups for civic meetings. But the implementation of this plan offers opportunities for the City to incorporate a public plaza or “town center” into one or both of the mixed-use village areas. This space could serve as the central gathering place for the community, but also has the framework and block structure to cater to niche target uses, such as destination restaurants, small shopping boutiques and local office space that can serve the needs of local and regional customers and border quality public spaces.

Leveraging the opportunity for public gathering spaces will require it to be programmable, engaging, and positioned in a manner that adds value for both commercial customers and local residents. In addition, during the public charrette part of this plan, Stakeholders and the planning team explored possibilities for expanding or enhancing the current municipal complex to accommodate public meeting space or a town center, something the City should continue to explore.

Concepts and Focus Areas

In determining a long-range land use plan, the planning team for the Future of Fair Oaks Ranch Comprehensive Plan: 2018 relied on dozens of hours of conversation with staff, meetings with local land developers, architects and engineers, on detailed market analysis, and on 15-plus months of citizen participation through a series of City Council meetings Stakeholder meetings, town hall meetings, a community survey and a public design workshop, or charrette – thousands of data points in all. From that, the consultant planning team, with decades worth of experience in community planning across Texas, crafted basic land use categories and focus points for review and approval by Stakeholders.

Those land use categories are presented on the next page, along with details about permitted uses and standards.

As part of the process, the planning team developed conceptual examples of how land might be developed – and what lot layouts might look like – within several of these land use categories. These sketches were reviewed and approved by the citizen Stakeholder Committee, and were then presented and approved at public meetings. They are also presented here. They were designed to help test and refine potential land use regulations, and to give both City residents and potential developers a visual peek at what development under new City standards

and zoning might look like on specific pieces of property. These were not commissioned by property owners, and property owners are under no obligation to produce plans exactly like these. They do not represent site plan submittals and do not confer vested rights. Rather, they are illustrations of the possible, and perhaps catalysts for creativity, demonstrating in rough form how some of the larger remaining undeveloped sites in Fair Oaks Ranch might be designed in ways that conform to the spirit of this plan – ways that the planning team and Stakeholders believe would add value to the property and also help create a vibrant and sustainable future for the Fair Oaks Ranch community. What finally develops on these sites will be up to landowners and the market, provided City regulations are met.



Future Land Use Description

Driven by market demand and concept testing, the remaining developable land is a key driver for the City's long-term future and sustainability. The land use recommendations crafted for this plan reinforce the vision that arose out of the year-plus planning process and extensive public engagement. This plan should be referenced when considering development proposals and the location of public facilities.

The accompanying Future Land Use Map (FLUM) and text descriptions should be used in conjunction to assess the types of land uses allowed in a particular area. The following descriptions have been crafted to provide guidance to the FLUM and the focus areas:

- **Mixed-Use Village** – The Mixed Use Village District (MU) indicates areas within the City of Fair Oaks Ranch where the City encourages a mixture of uses that create pedestrian scaled development at major transportation nodes. The City encourages development in this area to generally conform to a Hill Country design aesthetic, similar to the materials and massing that can be found in downtown commercial districts in communities such as Boerne, Fredericksburg and Comfort. Sites in the MU district are appropriate for direct access to primarily Arterial, Collector streets and Local Connector Streets.
- **Neighborhood Commercial** - The Neighborhood Commercial District (NC) is intended to provide areas for commercial activity that is relatively compatible with residential areas or is located within residential neighborhoods. Other light commercial uses that are not major daily traffic generators and are generally compatible with nearby residential activity are also allowed. Neighborhood commercial areas shall have pedestrian access to adjacent residential areas. Sites in the NC district are appropriate primarily for direct access to Collector streets, Local Connector streets and Local Neighborhood streets.
- **Community Facilities** - The Community Facilities (CF) District is intended for locations at which facilities are provided for governmental, religious, educational, health care, social service, and special facilities. Sites in the CF district are appropriate for direct access to primarily Arterial, Collector streets and

Local Connector Streets.

- **Logistics** - The Logistics District (LO) is intended to provide an area for appropriately scaled office-warehouse and what is sometimes called light industrial/commercial uses at discrete locations in the City. It is also appropriate for non-commercial uses that may generate significant traffic at limited times, such as places of worship and educational or community institutions. Sites in the LO district are appropriate primarily for direct access to Arterial and Collector streets.
- **Existing Residential** - The Existing Residential categories are intended to capture the neighborhoods already existing in Fair Oaks Ranch as the comprehensive plan exercise commenced. These neighborhoods were platted, and mostly built-out, before zoning districts were created. Construction standards and densities in these areas have historically been governed by land covenants and deed restriction committees. The four categories of Existing Residential zoning reflect the existing neighborhood character and densities already in place.

Within Existing Residential, there are the following categories:

- Existing Residential 1 category governs the densest existing residential types, with lot sizes generally under 0.3 acres. All building, landscaping and other standards will be controlled by the applicable Restriction Committees.
- Existing Residential 2 category governs areas where the existing lot sizes are generally 0.3 acres to approximately 1.3 acres. All building, landscaping and other standards will be controlled by the applicable Restriction Committees.
- Existing Residential 3 category governs areas where existing lot sizes are generally between approximately 1.3 acres and approximately five acres. All building, landscaping and other standards will be controlled by the applicable Restriction Committees.
- Existing Residential 4 category governs areas where the existing lot sizes are generally larger than five acres.

Further Residential Categories Include:

- **Rural Residential** - The Rural Resi-

dential District (RR) is a residential district that includes land subdivided for single-family residential purposes and associated uses (outside Existing Residential districts). The lots are generally large (or have a large average size inclusive of conservation areas), and are generally not served by urban infrastructure. For example, City sewer service may not be available – or even scheduled for construction – though this may vary. This district is intended to retain a rural character. Residences in the RR district are appropriate for direct access to primarily Local Rural Residential streets.

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

DID YOU KNOW?

The categories for Residential Development are:

- Existing Residential 1
- Existing Residential 2
- Existing Residential 3
- Existing Residential 4
- Rural Residential
- Neighborhood Residential

Mixed-Use Village

Permitted Uses	• Commercial (office, retail, restaurant) • Residential (Small Lot Single Family, Cottage, Townhouse, Multifamily, Aging Adult) • Auto-oriented site elements are restricted
Lot and Block Standards	• Walkable rectilinear and/or connected blocks
Building Form and Development Standards	• 3 stories (max.) 4 stories (max.) allowed within 500' of Old Fredericksburg Road. • Buildings generally placed with pedestrian friendly frontage at the front of lot facing the primary street or open space • Location of parking regulated (behind or to the side of the primary building)
Building Design Standards	• Buildings to be oriented towards the primary street with at least one pedestrian entrance on primary street • Compatible with "Hill Country" aesthetic. Generally, masonry or comparable for ground floor facades
Transportation (Street Types)	• State Highway Major Thoroughfare • Local Multimodal Street • Neighborhood Street • Alley

Neighborhood Commercial

Permitted Uses	• Commercial (office, retail, restaurant) • Auto-oriented site elements have special standards
Lot and Block Standards	• Walkable rectilinear and/or connected blocks
Building Form and Development Standards	• 2 stories (max.) • Buildings generally placed with pedestrian friendly frontage at the front of lot facing the primary street or open space • Location of parking regulated (behind or to the side, only a double row of parking allowed in the front of the primary building)
Building Design Standards	• Buildings to be oriented towards the primary street with at least one pedestrian entrance on primary street • Compatible with “Hill Country” aesthetic. Generally, masonry or comparable for ground floor facades
Transportation (Street Types)	• Local Multimodal Street • Neighborhood Street • Alley

Community Facilities

Permitted Uses	• Larger scale civic use buildings • Gathering places • Religious institutions
Lot and Block Standards	• Rectilinear and/or connected blocks
Building Form and Development Standards	• 3 stories (max.) • Buildings generally placed with pedestrian friendly frontage at the front of the lot, facing the primary street, civic space or open space • Screening of parking lots, wider sidewalks, and shade elements along streets
Building Design Standards	• Emphasize the prominence of the civic building in the nature of the site design • Compatible with “Hill Country” aesthetic. Generally, masonry or comparable for ground floor facades
Transportation (Street Types)	• Local Multimodal Street • Neighborhood Street • Alley

Logistics

Permitted Uses	• Commercial (office, retail) • Logistics (storage, light manufacturing) • Non-commercial (religious, educational, or community institutions)
Lot and Block Standards	• Rectilinear and/or connected blocks
Building Form and Development Standards	• 2 stories (max.) with appropriate transitions to adjoining neighborhood • Screening of parking lots and storage areas.
Building Design Standards	• Buildings to be oriented towards the primary street • Compatible with “Hill Country” aesthetic. Generally, masonry or comparable for ground floor facades
Transportation (Street Types)	• Neighborhood Street • Alley

Existing Residential

Permitted Uses	• Defer to individual HOA rules and regulations
Lot and Block Standards	• Defer to individual HOA rules and regulations
Building Form and Development Standards	• Defer to individual HOA rules and regulations
Building Design Standards	• Defer to individual HOA rules and regulations
Transportation (Street Types)	• Local Multimodal Street • Neighborhood Street

Rural Residential

Permitted Uses	• Single-family residential uses • Accessory residential units
Lot and Block Standards	• Rectilinear or curvilinear blocks • 5 AC (min.) conventional lot pattern • 3.75 AC (blended average min.) conservation subdivision lot pattern
Building Form and Development Standards	• 3 stories (max.)
Building Design Standards	• N/A
Transportation (Street Types)	• Local Multimodal Street • Neighborhood Street • Rural Residential Street

Neighborhood Residential

Permitted Uses	• Single-family residential uses • Accessory residential units
Lot and Block Standards	• Walkable rectilinear and/or connected blocks • 1 AC (min.) conventional lot pattern • .75 AC (blended average min.) conservation subdivision lot pattern
Building Form and Development Standards	• 3 stories (max.)
Building Design Standards	• N/A
Transportation (Street Types)	• Local Multimodal Street • Neighborhood Street • Rural Residential Street

FAIR OAKS RANCH

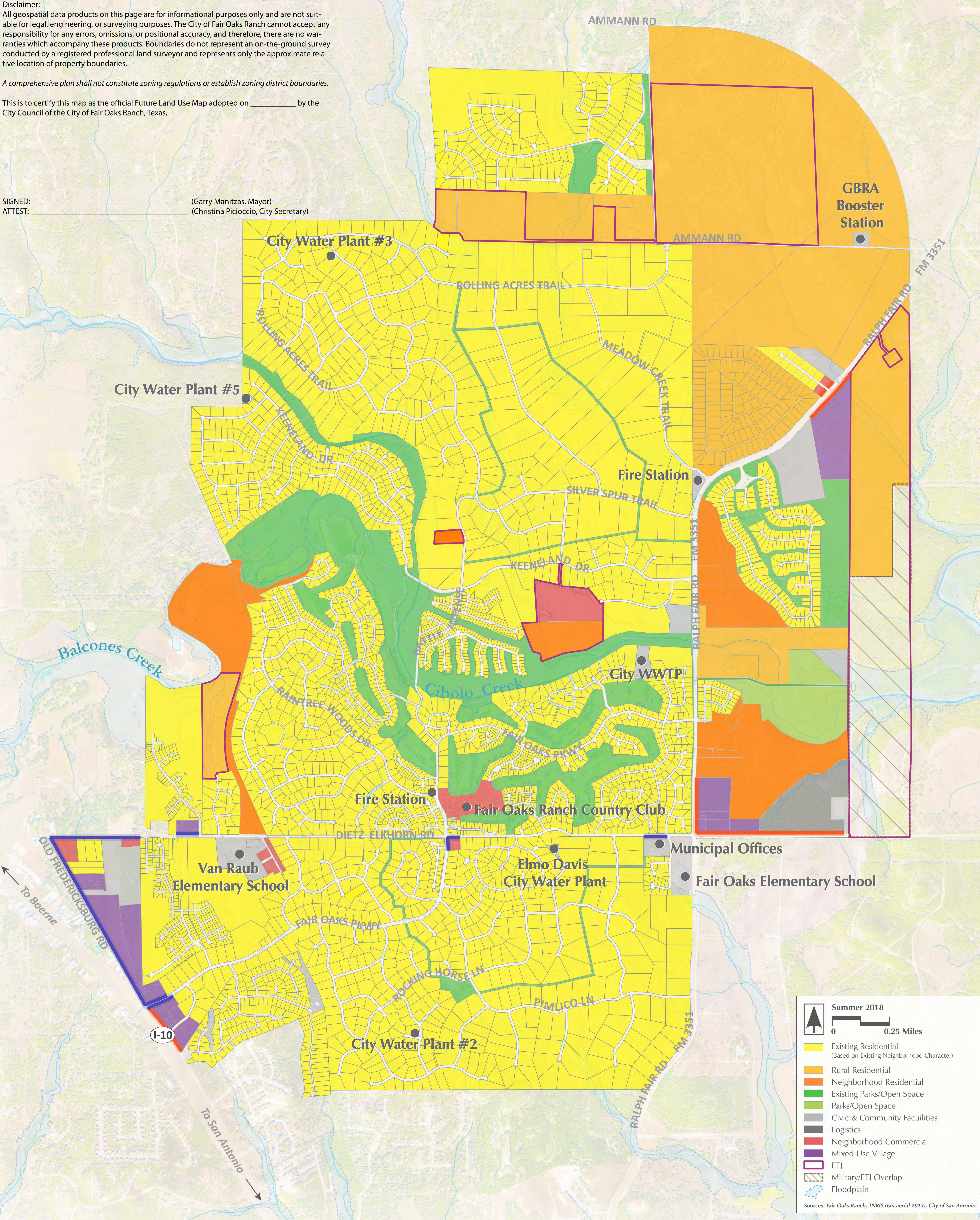
FUTURE LAND USE MAP (FLUM)

Disclaimer:
All geospatial data products on this page are for informational purposes only and are not suitable for legal, engineering, or surveying purposes. The City of Fair Oaks Ranch cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany these products. Boundaries do not represent an on-the-ground survey conducted by a registered professional land surveyor and represents only the approximate relative location of property boundaries.

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

This is to certify this map as the official Future Land Use Map adopted on _____ by the City Council of the City of Fair Oaks Ranch, Texas.

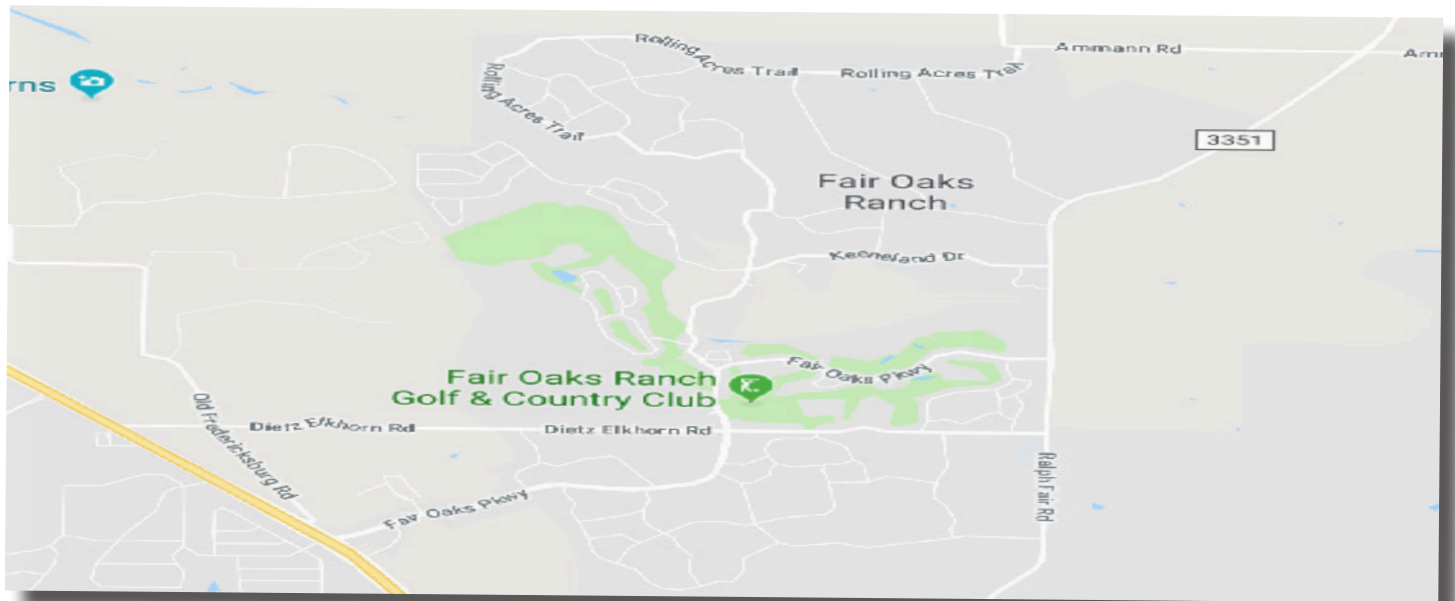
SIGNED: _____ (Garry Manitzas, Mayor)
ATTEST: _____ (Christina Picioccio, City Secretary)



Future Land Use Summary

To realize a future Fair Oaks Ranch that is similar to the focus area concepts laid out in this comprehensive plan, the appropriate zoning tools need to be implemented. The vision developed by the community cannot be realized without an alignment of the regulatory tools in the City's development ordinances. As such, the City should adopt the proposed Unified Development Code (UDC) and follow up in a couple of years with a review and update if needed. This alignment will provide a market momentum for quality development, provide the market predictability give City staff a rational method for sustained implementation, and make it easy for the community's vision to come to fruition.





5.4 TRANSPORTATION

Introduction to a multi-modal approach

Planning for transportation is an important part of the Future of Fair Oaks Ranch plan, and transportation issues were consistently ranked as high priorities among residents. That's true for mobility within the City, but also outside it. Because the City historically has been dominated by single-family housing, the need for good connections to the region takes on additional importance. For example, within the City there are a limited number of:

- jobs
- services
- shopping opportunities
- medical care, and
- educational facilities

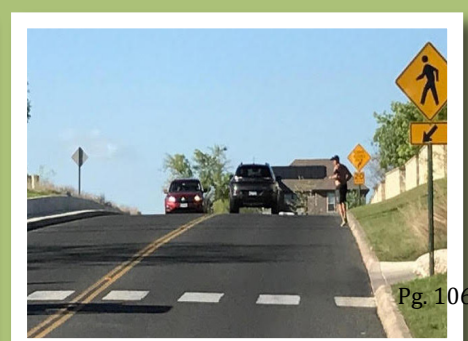
That means most residents travel outside the City on a routine basis. In fact, among those who answered the Community

Survey, 89 percent reported traveling to San Antonio, Boerne, or other locations in adjoining counties for work or school.

The Future of Fair Oaks Ranch Comprehensive Plan: 2018 addresses both 1) how to move about the City itself in different ways; and, 2) how to address connections between the City and the region. It establishes a Future Transportation Map for the City, highlighting City priorities, and creates a formal hierarchical road network for the first time. The plan also establishes broad priorities and policies for Fair Oaks Ranch in the future, while also acknowledging regional plans – such as the Alamo MPO Mobility 2040 plan, the Boerne Thoroughfare Plan, and other TXDOT planning efforts that may tie into, or at least affect, the road network in Fair Oaks Ranch.

HOW THE CITIZENS OF FAIR OAKS RANCH TRAVEL NOW

Most citizens of Fair Oaks Ranch today rely heavily on personal automobiles, and that is not expected to change in the next decade. According to an Alamo MPO survey, San Antonio area residents rely slightly more on using personal automobiles for single-occupancy trips than the national average – with about 80% of trips in that category. Among participants of the Fair Oaks Ranch Community Survey for the comprehensive plan, most citizens indicated reliance on automobiles, and about 94% indicated they would make at least some use of street improvements. More than eight in 10 think traffic congestion – locally, or in the region – is a problem; 39% say it is bad enough to affect their quality of life, and 20% believe it affects the delivery of emergency services. More than one in three survey respondents say street



improvements and maintenance should be one of the top two priorities for the City.

But if automobiles and roads are the dominant means of transportation, Fair Oaks Ranch residents also made it clear they still want options. More than one in three (37.5%) made at least one trip by walking in the 30 days before the survey; almost one in four (23.2%) used a golf cart; and each of the following methods were used by about 10% of residents: a taxi or ride sharing service, biked, carpooled, or telecommuted. 54% said they believe there are too few safe routes for walkers and bicyclers in Fair Oaks Ranch, while only 1% said there are too many.

Asked to rate, on a scale of 1-10, how likely they would be to use various kinds of transportation improvements, a majority of respondents indicated interest in making streets more friendly to pedestrians and bicyclists. As for bicycling, 52% of respondents indicated they would be likely to use improvements that made it easier to bike around town (this includes anyone who ranked the likelihood of using bike improvements at 6 or higher on the 10-point scale).

Almost half of those rated their interest as a “10,” or “most likely.” An even higher percentage (65%) indicated interest in improvements that would make it easier to walk around town, and again about half of those rated their interest level at “10,” the highest score offered.

For comparison, 85% of respondents rated improvements to local roads a “6” or higher, and 76% said the same about “major roads to other cities.” About a third of residents expressed similar interest in making it easier to use ride sharing or taxi services. In other words, there is very strong consensus among residents that the City should be planning road improvements for automobiles, and there is a substantial majority, also, interested in various forms of alternative transportation.

Perhaps the strongest consensus in the Community Survey came around an idea that touches on both transportation and land use regulations. More than 97 percent of respondents agreed that “preservation of things like trees, open spaces, and roads designed to reflect the City’s ‘character’ and heritage are important to me,” a statement

that demands rethinking typical suburban road standards for new development. These expressed preferences weren’t confined to the Community Survey, but showed up over and over in discussion comments, written suggestions, and priority voting at public meetings throughout the process. As a consequence, this plan tries to consider road standards and land use planning as twin pillars of the vision for Fair Oaks Ranch, inseparably linked. The plan seeks to maintain – and build upon – the character of historic neighborhood streets in Fair Oaks Ranch, rather than reproducing the types of streets common to many new suburban subdivisions in Texas, by establishing tailored standards specific to the function of individual streets – and encouraging appropriate widths, landscaping, environmental protections, and coordination with sidewalks, trails and other means of transportation. The plan also ties certain street design standards to the land use adjoining the street – and ties form-based design standards for future commercial building on key streets to the projected traffic demand and function of those streets.

Goals for the Future

The Stakeholder Committee for the comprehensive plan made developing a long-range transportation vision one of their primary goals. This vision is not intended to represent a detailed transportation and engineering study, but rather to lay out key principles and policy details to inform the implementation of more detailed planning and standards in the City’s development codes, and in later transportation studies.

As part of its statement goals for the Future of Fair Oaks Comprehensive Plan: 2018, Stakeholders responded to community surveys and town hall exercises that showed interest in a range of transportation offerings. Stakeholders committed to offering “alternatives to typical, congested driving on standard roads,” explicitly mentioning several strategies:

- A) Expand access to sidewalks and pedestrian paths
- B) Consider even more opportunities for other ways to move around the community, such as bicycle paths, golf cart lanes, horse paths, and shared paths.
- C) Search for and seize opportunities to create streets and regional arteries that complement the Fair Oaks vision – incorporating trees, landscaping, pedestrian (and alternative vehicle) needs, speed control, and environmental sensitivity into local road planning and regional negotiations; strive to protect neighborhoods from unnecessary noise.
- D) Actively work with TXDOT and others to ensure a transportation network that serves Fair Oaks Ranch citizens and their particular needs and wants

Complete Streets

As noted earlier, Stakeholders also instructed staff and the planning consultant team to integrate land use with transportation planning, and to look for ways to make new streets both pedestrian friendly and representative – as much as possible within safety norms – of the small-town, “Hill Country character” of Fair Oaks Ranch. One way to do that is through the “complete streets” concept that is embedded in the street profiles and development standards designed into this plan.

Public streets are a particularly visible marker of community character, and rank among the defining spaces for any city, a feature used by every citizen. But too often communities do not pay enough attention to the aesthetic design of streets that serve as the literal and figurative gateways to their city. The “Complete Streets” concept – now embraced by hundreds of cities and agencies across the country – is intended to change that by focusing on street form and function as important parts of the city’s overall sense of place. The principles associated with the “Complete Streets” movement complements and reinforces the goals expressed by Stakeholders and citizens in Fair Oaks Ranch – to preserve and enhance the unique character of the Fair Oaks Ranch community and improve mobility while also providing options for walking, bicycling and other means of moving around the City. Both the City of San Antonio and the Alamo Council of Governments have adopted resolutions or policies in support of the Complete Streets approach to transportation planning.

A good definition of Complete Streets comes from the National Complete Streets Coalition:

“A Complete Streets approach integrates people and place Pg. 107

planning, design, construction, operation, and maintenance of our transportation networks. This helps to ensure streets are safe for people of all ages and abilities, balance the needs of different modes, and support local land uses, economies, cultures, and natural environments.”

For Fair Oaks Ranch, that means that the policies and designs governing public streets should be more than simply rules to govern asphalt distribution and the movement of automobiles. New streets designed and built in Fair Oaks Ranch should be designed mindful of the needs of everyone who may use that street – motorists,

pedestrians, and more; the streets should be designed to move people and goods efficiently, but also in ways that are respectful of existing neighborhoods, and of the character, tranquility, and beauty of Fair Oaks Ranch. Sidewalks, bike lanes, street trees, traffic calming, and other features that enhance the overall livability and quality of life in Fair Oaks Ranch should be considered as integral parts of transportation policy and street design.

Most existing streets in Fair Oaks Ranch won't see any change, especially in the short-run. These policies will affect primarily new subdivisions and new street construc-

tion, but, over time, will also guide reconstruction and repair on existing streets.

DID YOU KNOW?

The Complete Streets plan aims to merge pedestrian-friendly, safe streetways that preserve Fair Oaks Ranch's "Hill Country Character."

Street Hierarchy

This plan identifies several types of streets and categorizes them for the first time. All streets in the City are now in one of five basic groups, designated on the Transportation Map:

- **Arterial Streets** – serving to connect the region, or connect major highways, with higher speeds and heavy traffic. The only arterial streets in Fair Oaks Ranch at the present time are I-10 and Ralph Fair Road (FM 3351).

- **Collector Streets** – used for major circulation between developments or neighborhoods. At the present time, these are Old Fredericksburg Road, Fair Oaks Parkway, Dietz-Elkhorn Road, and Ammann Road.

- **Local Connectors** – for minor circulation within developments and neighborhoods and carrying moderate traffic. Though they have some characteristics of local neighborhood streets, they collect traffic from larger areas, or from multiple local streets. There are a number of Local Connectors in Fair Oaks Ranch. They, like the other roads, are designated on the Transportation Map included in this chapter.

- **Local Neighborhood Residential Streets** – intended primarily for use within neighborhoods that are suburban in nature.

- **Local Rural Residential** – serving lower density neighborhoods or estate neighborhoods.

As new roads are brought into the City

through the platting process, they will need to be designated as one of these type roads. The policy matrix presented in this section provides details about road types and corresponding standards that will guide City planning and should be incorporated into the City's development regulations.

An idea of how these streets might look and function in practice is represented by the profiles of each – Collector through Local streets – shown here. Note that bicycle lanes, sidewalks, and street trees will be required for some streets. New or expanded arterials will be rare, and will be evaluated on a case-by-case basis, with design standards and street characteristics appropriate to the travel demand and location, as determined by the City.

Note also that golf carts are not directly addressed here. The City recognizes that many citizens of Fair Oaks Ranch rely on golf carts for transportation within the City limits, and the proper use and permitting of golf carts on City streets is addressed separately in a City ordinance developed by the City during the time this comprehensive plan was underway. Separate golf cart lanes were considered as part of the plan but ultimately were not determined to be the best way to facilitate the safe and cost-effective use of golf carts in the City, and are not part of the transportation guidelines of this plan.

Policies Apply to New Streets – Not Existing Ones

It is important to emphasize once again that the street policies in the matrix, as well as

the street profiles, are intended to apply to new streets constructed in Fair Oaks Ranch. Nothing in this plan is intended to require the City, the state, counties, neighborhood associations, individuals, or developers to retrofit existing streets to these standards. Rather, these standards will guide City policies and expectations for the development of new subdivisions and new construction in Fair Oaks Ranch. This will apply primarily in areas that until recently were part of the City's ETJ, but these standards are also intended as a guide to TXDOT and other regional planners when considering expansions and extensions of existing Arterial and Collector streets.

The plan does more than categorize streets and set standards for developers building new neighborhoods. The Transportation Plan Map is intended to help focus priorities. For instance, Local Connector Streets in most cases will affect more citizens and carry a heavier traffic load than a Neighborhood Residential Street, so maintenance schedules should be structured accordingly. Collectors will typically carry more than Local Connectors, and so on.

The transportation component of the comprehensive plan, as presented through the Transportation Map, also establishes corridors where the City intends to see future streets built, as well as existing streets expanded or extended, to complement the overall transportation network. Dotted lines on the map represent approximate corridors where the City may require right-of-way dedications in the future as land develops, or where the City supports

roadway extensions (or lane expansions) contemplated in various regional plans. [Section 281.001 et seq. of Transportation Code.] These corridors are approximate. The dotted lines are not intended to convey precise routes or alignments. How future extensions and additions connect to existing streets – and the exact alignments of those streets – will be determined by a number of factors: topography and engineering studies, right of way availability, subdivision layouts within currently undeveloped land, construction costs, and proposed plats by landowners. By adopting this map, the City puts future land developers on notice that road rights of way may be required at plat dedication, and alerts current citizens and future buyers to likely roadways of the future. The map is intended to give flexibility to the City as the final arbiter of detailed routes within these approximate corridors. Within the limits of state law, the City will determine what streets or road improvements are accepted into the City street network.

A few additional points about roadway extensions and expansions and the Transportation Map are useful.

1. Arterials and future state work on I-10 and Ralph Fair Road.

The City supports the Alamo MPO plans for capacity-building improvements to I-10 and to associated overpasses in the Fair Oaks Ranch area. The City also supports TXDOT and MPO proposals to add additional capacity to Ralph Fair Road, including turn lanes, and studies to possibly increase the number of driving lanes. However, how these improvements to Ralph Fair Road are ultimately designed, and what safeguards are built into construction, will be critical to determining whether the City supports the final proposed projects.

The City has particular interest in Ralph Fair Road and the state's expansion plans. There is a clear need for congestion relief, especially around Fair Oaks Elementary and near I-10. But plans for Ralph Fair Road should be tailored to the community, and should be sized in context to local needs and existing neighborhoods. Throughout the comprehensive planning process citizens have expressed concern about noise, neighborhood disruption, safety, and additional traffic that could be induced if TXDOT designates Ralph Fair Road as a regional relief route. The original Mobility 2040 plan for the region identifies funding for possible expansion of parts of Ralph Fair Road to four lanes. But through other community plans, including discussions of how to route traffic out of downtown Boerne and how to connect State Highway 46 from I-35 to I-10, TXDOT and others seem to be considering the possibility of a larger expansion of Ralph Fair Road, possibly up to seven lanes – three in each direction with a turn lane in the middle. This seems excessive for congestion relief based on current traffic patterns, even considering population growth in the near future. According to TXDOT's Urban Saturation Maps in 2015, Ralph Fair Rd. has a daily average of 6,969 - 8,357 cars per day (the exact number varies depending on proximity to I-10). According to the 2009 U.S. Traffic Calming Manual, a "three lane cross section can easily handle 20,000 vehicles per day, and possibly more." It's apparent then, that average daily traffic could double or even triple still be managed by half as many lanes. Traffic modeling is not always that simple, of course. Factors such as peak traffic, the number of driveways, traffic speed, traffic light synchronization, regional growth and traffic patterns affect good road design. Still, while peak-hours relief is needed on Ralph Fair, and traffic volume is expected to grow, this comprehensive plan – informed by public opinion and Stakeholder recommendations – calls for TXDOT to construct the minimum number of lanes required to maintain reasonable mobility in the future. The City also supports exploration of other ways to optimize traffic in

the area, such as traffic signal optimization, driveway management, shoulder improvements, active accident management, intersection improvements and turn lanes before expanding driving lanes in ways that will undermine the existing quasi-rural Hill Country character of a road that is one of the primary gateways into Fair Oaks Ranch – and which bisects the City. For example, a six-lane Major Arterial Divided section – essentially seven lanes – through Fair Oaks Ranch would pose significant challenges to maintaining the City's vision and sense of cohesion, and City leaders and the community would have to be convinced of its need, including a demonstration of why alternative designs would not accommodate realistic projections of future traffic. Any kind of lane expansion proposed by TXDOT should include active measures to protect neighborhoods and the natural resources of the community; proposals should include measures to minimize community disruption, attenuate for increased sound, and include ways for local traffic and pedestrians to cross the highway safely. The City plans to work with TXDOT and the MPO to develop context sensitive solutions to the issue and develop a plan that works for both TXDOT and the City. (See the Context Sensitive Solutions portion of this plan, next page).

2. Old Fredericksburg – The Boerne Thoroughfare Plan calls for connecting Ammann Road near Boerne to Old Fredericksburg Road in Fair Oaks Ranch, part of a broader plan to connect to SH 46. The corridor shown on the Future of Fair Oaks Comprehensive Plan: 2018 Transportation Map corresponds approximately with the Boerne plan. Under the new Future Land Use Map for the City, this area, on the City's southwesterly boundary and near I-10, is programmed for a significant portion of the City's commercial and mixed use development. This plan does not endorse a size or number of future lanes for Fredericksburg Road, preferring that decision to be made later – in context with surrounding development, and as part of overall planning with TXDOT and other regional partners about the sizing of Arterials and Collectors in the City, weighing the value of congestion improvements with cost and neighborhood disruption across the City.

3. Fair Oaks Parkway – With its treed esplanade and rural profile, this street in the heart of the original City is an icon for the City and an exemplar of its character. No significant expansion of this street is contemplated as part of this plan, but it is recommended that as funds permit the City should look for ways to further enhance the street's character, particularly by improving pedestrian ways along the street and trail access to and from it.

4. Dietz-Elkhorn - This is another Collector in the heart of existing neighborhoods and is not recommended for major expansion, though the City should consider pedestrian improvements and trail connections over time, especially as the City revamps its municipal complex along Dietz Elkhorn.



5. Ammann Road extensions and alternatives – The far north-east part of the City in the area of Ammann Road is anticipated to experience significant housing growth. Pre-existing development agreements in this area will allow development at a density greater than that recommended in the Future Land Use Map. The dotted lines on the Transportation Map indicating future roadways (or road extension) here are an effort to recognize that new streets, sized as Collector streets or Connectors, may be needed as this part of the City develops. In addition, the sharp right angles on the existing Ammann Road – a testament to its rural heritage as a farm-and-ranch road navigating pasture boundaries – are no longer appropriate for the anticipated traffic, especially as this

area develops. Illustrated on the map, labeled as Ammann Road Extension Options, are possible variations showing how the existing curves in Ammann might be eased while also creating Collector Road access for the interior portion of the tract. In the case of one of these, this would also create an additional commercial corner (potentially adding tax base to the City if the land were available for annexation). The City will expect the developer of these tracts of land to propose and design interior improvements in keeping with the spirit of the Transportation Map, recognizing that specific alignments and solutions may vary based on the proposed lot layout.

Context Sensitive Solutions

Context Sensitive Solutions is a term of art in the transportation world that refers to designing mobility solutions in context with their surroundings – in practicality, it often means designing streets to serve communities rather than retrofitting neighborhoods to adapt to streets. Roadways planned with Context Sensitive Design in mind should serve people first. That sounds obvious, but many road designs are intended primarily to move cars efficiently at the expense of all else, instead of being designed to improve quality of life for people living in the area.

Often the two concepts are the same. It's important to move people efficiently. But in recent years an increasing number of communities have come to the conclusion that other factors – noise prevention, the preservation of trees and dark skies, pedestrian access and safety, bicycle options, the historic value of neighborhoods, even beauty and community character – should be part of the transportation equation.

With the adoption of this plan, the City embraces the general idea a Concept Sensitive Solutions process and Concept Sensitive Design for all Arterial and Collector street construction and expansion within the City that are not otherwise part of a public planning process. Specifically, the City encourages TXDOT to consider context sensitive options for state-funded major expansions or extensions in the City.

Among the issues the City is concerned about are:

- Sound attenuation
- Multi-use paths for pedestrians, bicycles and possibly horses
- Drainage

- Sensitive lighting
- Wayfinding and signage
- Crosswalks and bridges with local design elements
- Appropriate access
- Turn lanes, or acceleration-deceleration lanes, for safety, economic development, and the convenience of Fair Oaks Ranch residents
- Traffic calming elements and speed limits appropriate to the context within the City
- The incorporation of low-impact design standards or other best-management practices and safeguards for the City's natural resources, including water, wildlife, trees, and natural beauty
- Lane design and capacity-sizing that is appropriate to the location and the surrounding context
- Timely construction, maintenance and synchronization of traffic lights

This is not intended to be a comprehensive list.

Context sensitive standards and design techniques are referenced in various state Department of Transportation manuals and in such works as:

- Institute of Transportation Engineers (ITE) report on "Proposed Recommended Practice: Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities."
- Federal Highway Administration, context-sensitive solutions.org

Among the guidelines, the Federal Highway

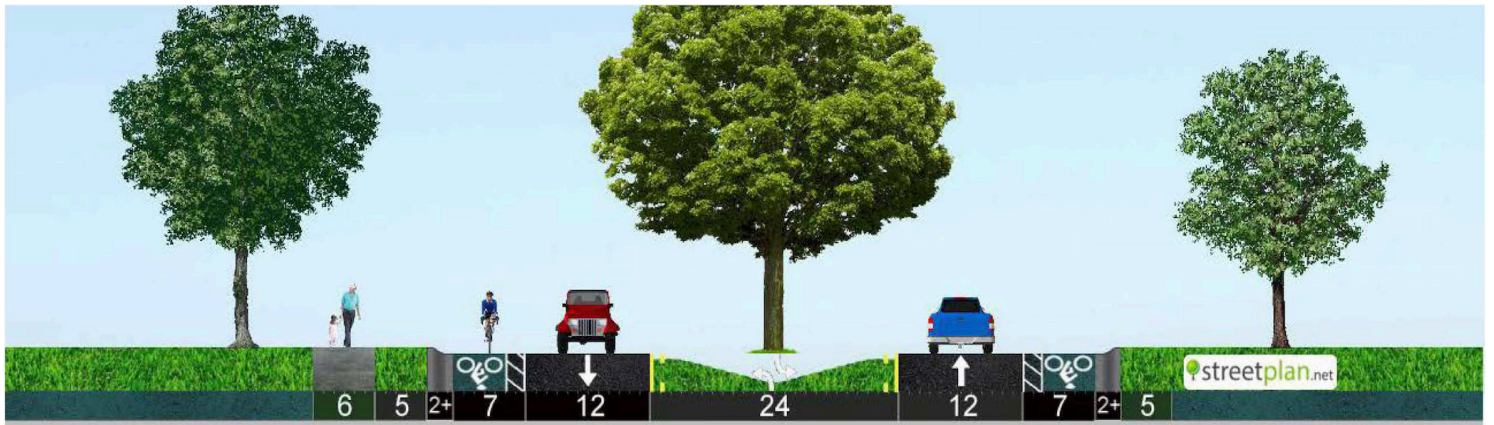
Administration notes that Context Sensitive Solutions is "both process and product.... It involves all stakeholders, including community members, elected officials, interest groups, and affected local, state, and federal agencies. It puts project needs and both agency and community values on a level playing field and considers all trade-offs in decision making." Among the guiding principles, FHWA includes:

1. Strive towards a shared stakeholder vision
2. Demonstrate a comprehensive understanding of contexts.
3. Foster continuing communication and collaboration
4. Exercise flexibility and creativity to shape effective transportation solutions, while preserving and enhancing community and natural environments.

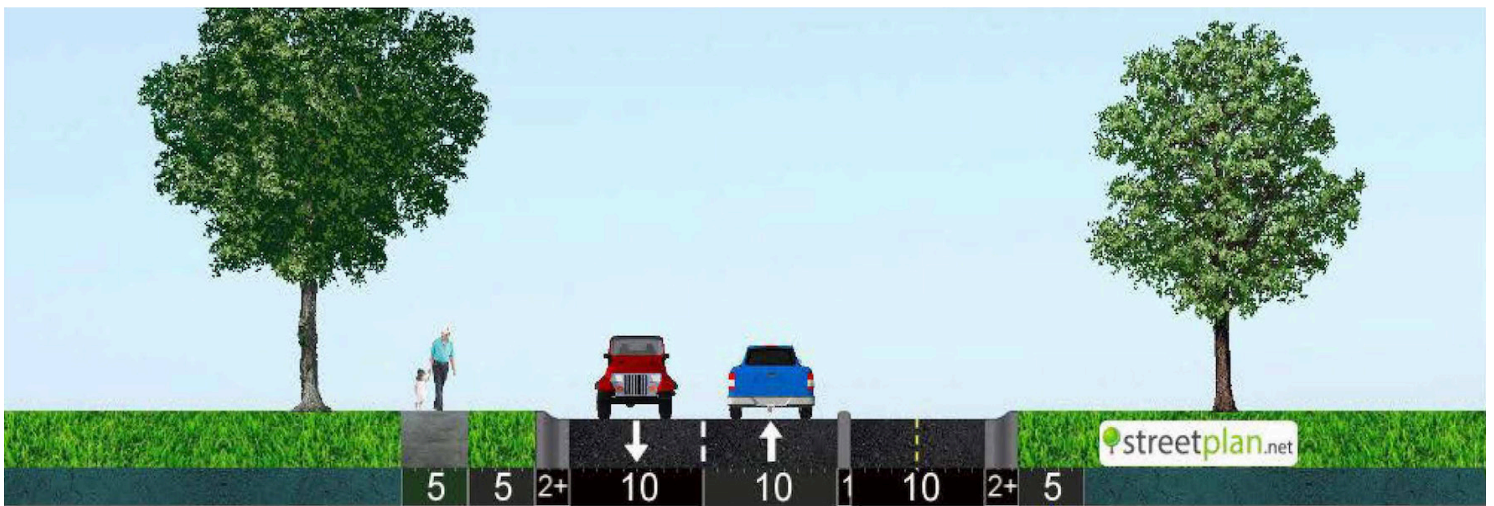
Streets Policy Matrix

Street Type	Arterial	Collector	Local Connector	Local Neighborhood Residential	Local Rural Residential
Street Description	State Roadway that serves as a connection to a major Highway. Rural treatment and buffers to adjacent development.	Access to Arterials. Used for major circulation between development. Ideal as an edge for mixed use to serve multi-modal users.	Access to Collectors and Arterials. Used for minor circulation within development with moderate traffic accommodation local multimodal users.	Access to primarily medium density neighborhoods within a development with some pedestrian facilities.	Access to primarily low density estate residential lots within a development without added pedestrian facilities
Overall Right of Way					
High	Requires Further Study	129	75	60	47
Low	Requires Further Study	43	39	42	45
Right-of-Way Width Typical	Requires Further Study	83	54	47	45
Travel Way					
Overall Pavement Width (min)	Requires Further Study	24'	24'	27'	22'
Number of Travel Lanes (max)	Requires Further Study	2 to 4	2		
Lane Width Not Including Accessory Lane (min-max)	11' - 12'	11'-12'	10' - 11'		
Parking					
Parallel Parking	Not Permitted	Optional		One Side Minimum	Not Permitted
Parallel Parking Width	N/A	8'		7'	N/A
Multimodal Facilities					
Accessory Lane (Golf Cart, Cycle Track)	Requires Further Study	Allowed		Not Permitted	
Accessory Lane Configuration	Requires Further Study	Bike Lane/ Golf cart Path	Two way shared Cycle track/ Golf cart Path	N/A	
Accessory Lane Width	Requires Further Study	10' (Two - 5' Lanes)		N/A	
Median					
Median	Requires Further Study	Optional (Parkway)	Not Permitted		
Width	Requires Further Study	12' Minimum	N/A		
Curb Treatment					
Curb Type	Curb and Gutter or Flat				Flat
Width	18" each side				
Streetscape Zone					
Overall Width Per Side (min)	Requires Further Study	5'	5'	5'	10'
Furnishing Sub-Zone					
Minimum Width	Requires Further Study	5'	5'	5'	10'
Landscaped or Hardscaped	Requires Further Study	Both permitted	Landscaped only		Landscaped only (Drainage Swale)
Pedestrian Scale Street Lighting	Optional	Optional (when adjacent to Mixed Use)	Not Permitted		
Street Trees	Optional	Required		Optional	
Sidewalk/Trail Sub-Zone					
Sidewalks	Required Configuration of sidewalk and/or trail accommodation requires further study	One side required if no trail parallel to street	One side required if no trail parallel to street	Optional	Not Permitted
Sidewalk Width (min)		6'	5'	4'	N/A
Access to Public Space					
Link to trail, open space, or public destination	Improved trailheads with signage				
Storm water Accommodation					
Accommodation within the ROW for context appropriate Storm water and LID considerations	Requires Further Study	Drainage Swale, Filter Strip, Detention areas, etc. allowed and encouraged in the landscaped streetscape			
Intersections					
Pedestrian enhanced crosswalks	Required		Optional		
Utility Placement					
Water/Wastewater/Storm Sewer Location Priority	Requires Further Study	1. Under Parking Lane 2. Furnishing Sub-Zone			1. Furnishing Sub-Zone

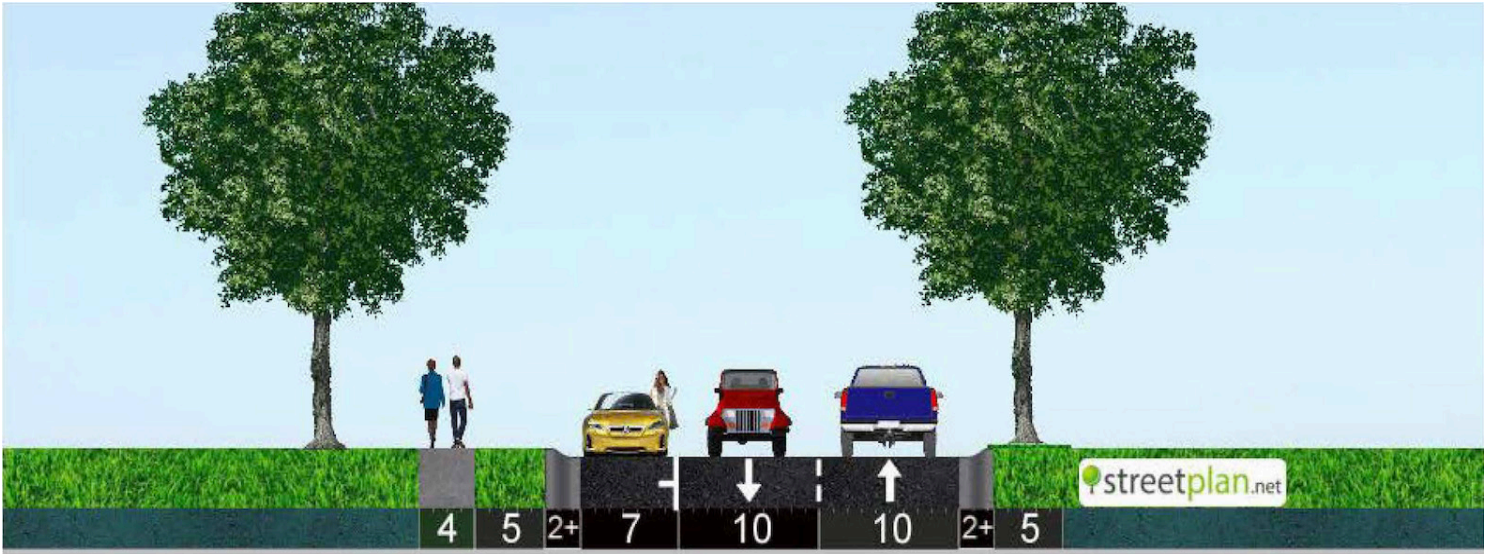
Cross Section: Collector Street



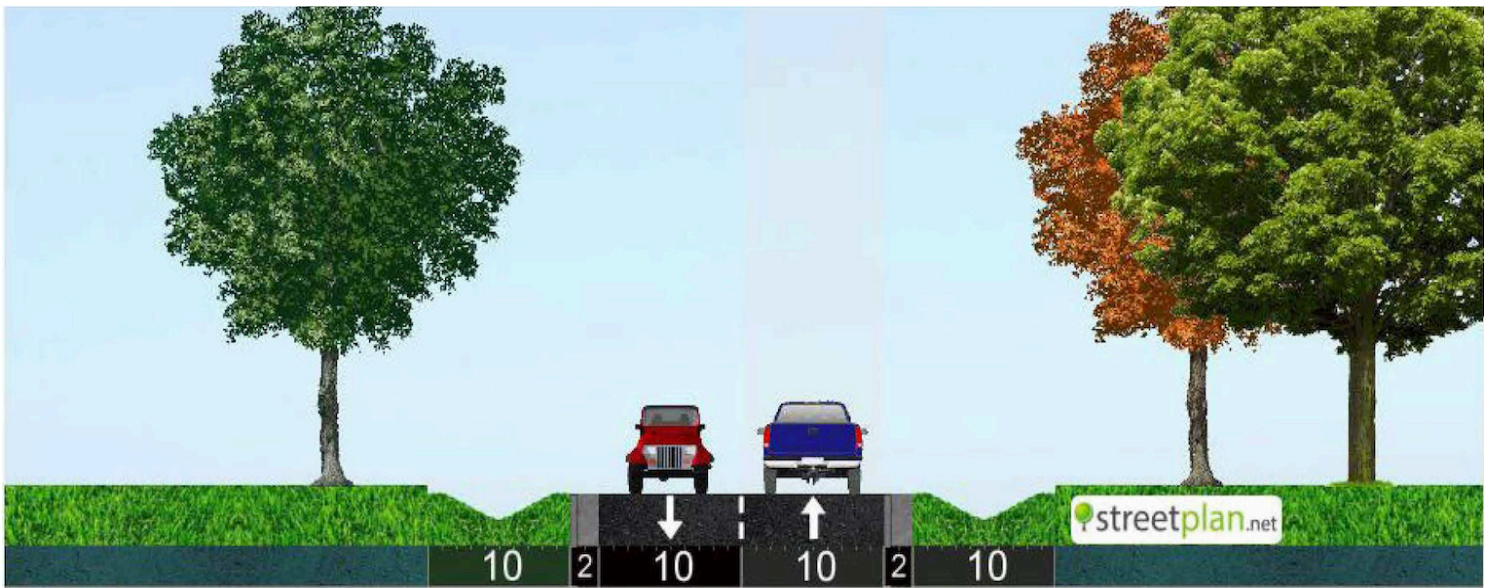
Cross Section: Local Connector Street



Cross Section: Neighborhood Residential Street

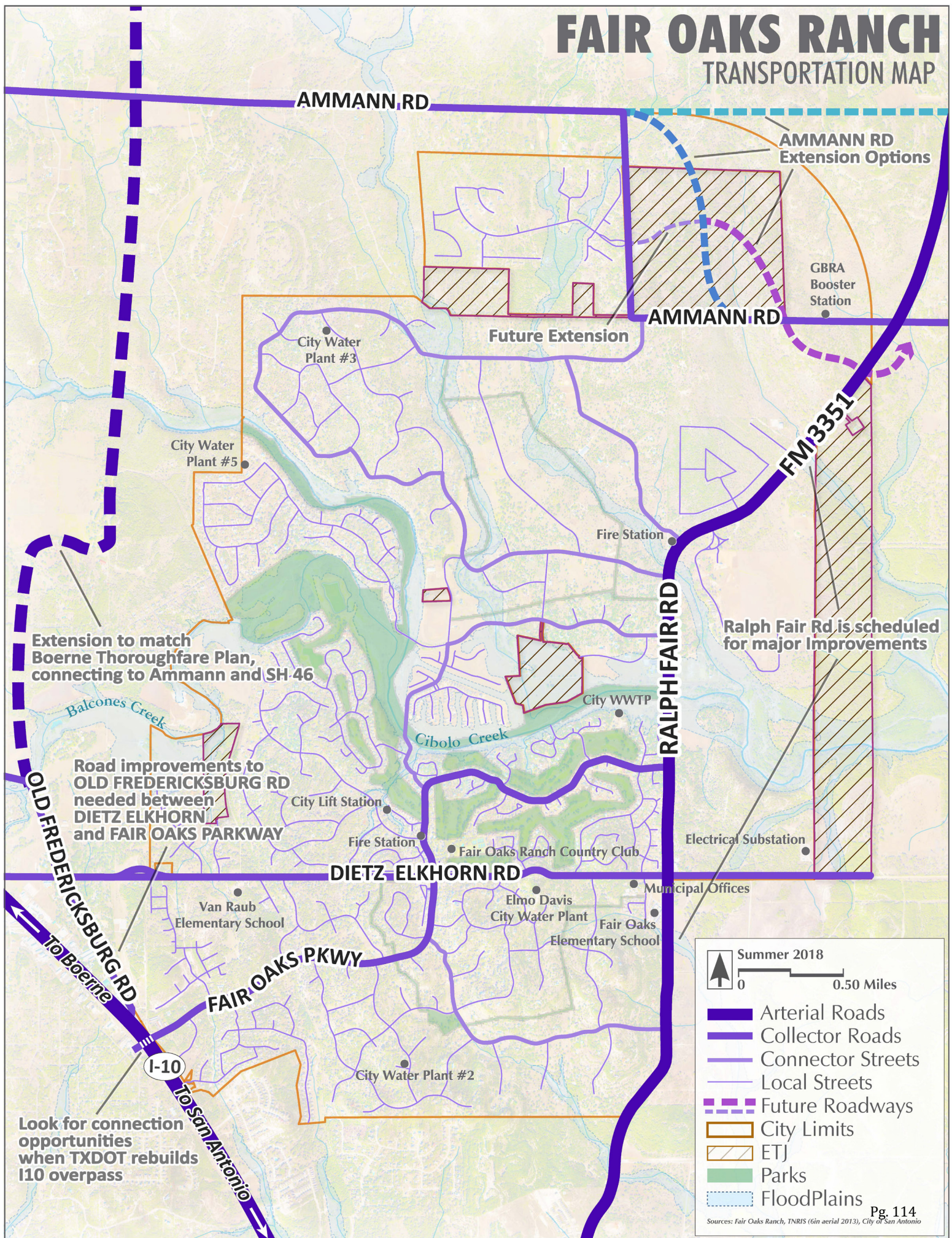


Cross Section: Rural Residential Street



FAIR OAKS RANCH

TRANSPORTATION MAP



Transportation Summary

Fair Oaks Ranch recognizes that transportation is closely linked to quality of life in the City, and that transportation options will help determine how well existing residents live and prosper, as well as how the undeveloped portions of the City will build out, look, and “feel.” The City is committed to a design standard, and a process, for new street construction that promotes efficient mobility without compromising the existing character and quality of the community. The City is also committed to creating a variety of transportation options for citizens, creating streets and public areas that together can accommodate automobiles and walkers, bicyclists, and even golf cart drivers or horseback riders in certain situations.

The Future of Fair Oaks Ranch Comprehensive Plan: 2018 anticipates the City's major arterials, such as Ralph Fair Road, will need to be expanded – adding turn lanes or possibly additional traffic lanes. But design proposals should be carefully modeled and expansion based on traffic demand so that 1) Fair Oaks Ranch citizens can move quickly and efficiently to destinations inside and outside the City; and 2) construction provides for the minimum amount of lanes, impervious cover, neighborhood disruption, and cost to meet mobility and safety standards. The City is committed to protecting neighborhoods from unwarranted disruption.

5.5 PARKS AND TRAILS

Within the preceding transportation and land use sections, this comprehensive plan proposes modifications and standards for streets and sidewalks to make the City more pedestrian friendly over time. The incorporation of plan components such as these are a direct result of citizen feedback and Stakeholder direction to develop a comprehensive plan which addresses alternative routes and methods of moving about the City. A framework for accessibility and mobility in the City of Fair Oaks Ranch would be incomplete without consideration of trails and parks.

Through survey responses and public town halls, the greatest concern, outside of congestion and traffic, was walking trails and sidewalks. Residents have expressed an interest in having the option to walk and/or cycle around the City – and to do so within a network that is both safe and easily accessible. 54% of survey participants said they

believe there are too few safe routes for walkers and cyclists in Fair Oaks Ranch.

The Fair Oaks Ranch Homeowners Association (FORHA) manages the City's existing trails system which includes 1.3 miles of hardscape (pavement) trails and an impressive 10 miles of softscape (dirt) trails. There are significant gaps within the current network, however, ultimately rendering it an undesirable option for residents. And although Fair Oaks Ranch residents are primarily dependent upon automobile travel, there is still a notable portion of the community that uses alternative modes of transportation and they do so on traditional streets designed for automobile use.

Results from the community survey reflect a greater desire in younger residents for more parks and recreational space. 83% of survey respondents ages 25 – 39 believe we need more parks and playgrounds. While, overall, 52% of respondents (of any

age) think there is the right amount. The strongest consensus from the community survey, however, was shared by residents young and old - the interest in preserving open space and making sure trails and walkways are compatible with the community's "Hill Country character".

A well-planned and maintained trails and parks network provides the City a rare and powerful opportunity to control both the aesthetic and accessibility within the Fair Oaks Ranch community as the region around it rapidly changes. Sidewalks and trails provide important access and connectivity between neighborhoods, parks, schools and other destinations in ways that can add value to the city as a whole. As Fair Oaks Ranch continues to develop, the City, with leadership and guidance from FORHA, can work to connect new trails and enhance the existing network of trails and parks.

Parks and Trails: A Vision for the Future

Continue to support FORHA as it develops a Master Trails Plan.

Working with FORHA, the City has created a trails map to ensure that the existing trails network is preserved and maintained. The creation of a Master Trails Plan would provide clear direction to developers and residents of how the City plans to incorporate its trails network as the City continues to develop.

Identify trail gaps and rank priority of projects with associated cost, funding sources, & timelines.

Consider the significance of those missing trail segments that are identified for construction as part of future development and determine whether any of those should be facilitated or accelerated by city participation. The higher priority area for focused implementation should be near mixed-use and neighborhood commercial zoning districts and within one-half mile of schools. Budget for, design, and implement the construction of sidewalks and ramps to complete the sidewalk network on streets as indicated in the transportation plan.

Proactively work with developers for park and trail development.

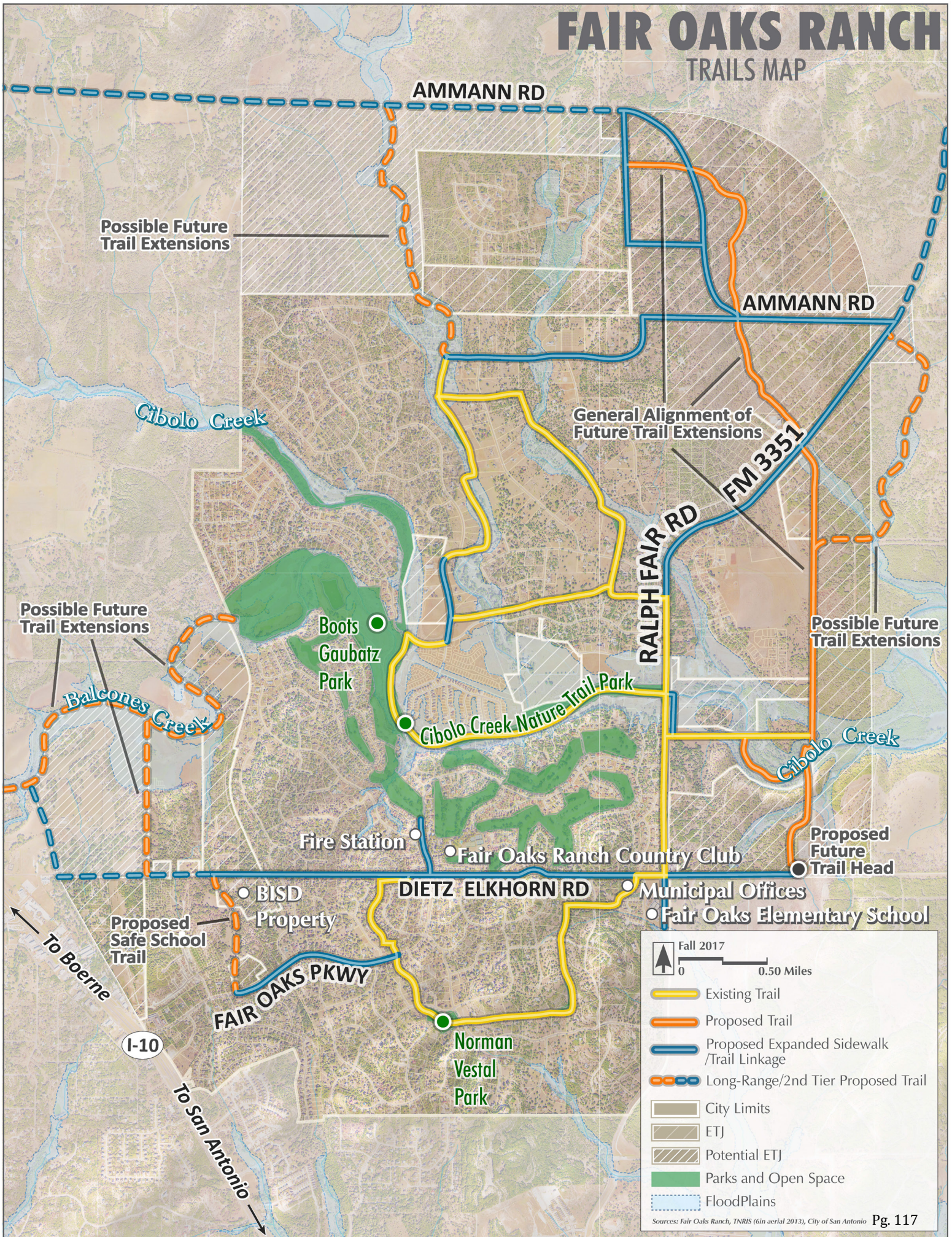
Especially in developing neighborhoods, the City should plan ahead for possible new parks, trails, and trail heads. Linkages between streets and trail heads, as well as location of parks, should be purposeful and integrated within the network as to provide easy accessibility for as many residents as possible. Working proactively with developers will help ensure trails and parks are designed to foster community interaction and reinforce the character of Fair Oaks Ranch.

Seek opportunities to preserve and maintain the trails and parks through green practices.

Trails and parks should be designed and maintained using green practices. Not only does this reduce maintenance needs and associated costs but it helps preserve and reinforce the Hill Country aesthetic as well. FORHA and the City have already identified that drainage can be designed for the dual purpose of preserving trails and maintaining recreational amenities.

FAIR OAKS RANCH

TRAILS MAP



5.6 WATER AND WASTEWATER

In an effort to assess the City's ability to reliably serve its current and future populations, it is essential to include an evaluation of Fair Oaks Ranch's water infrastructure. The City partnered with an outside engineering firm to evaluate its current water and wastewater systems and capacity, as well as provide recommendations for the future that align with the community's vision for development and growth management.

Water System Analysis

Shown in Figure 5.6A, the City of Fair Oaks Ranch's existing water distribution system currently consists of a network of water lines ranging in size from 2-inches to 12-inches, and four pump stations with associated ground storage tanks and wells, one of which is supplied by the Guadalupe-Brazos River Authority (GBRA) surface water. The Elmo Davis ground storage tanks (GST) serve as elevated storage for Zone B. Pressure tanks at Plant #3 provide storage to Zone A, and pressure tanks at Elmo Davis and Plant #2 provide storage for Zone C.

Wastewater System Analysis

The City's existing wastewater system (shown in Figure 5.6B) is primarily located along Cibola Creek. It has six lift stations, a network of lines ranging from 6-inches to 15-inches, and a 0.5 million gallons per day (mgd) wastewater treatment plant. The remaining residents of Fair Oaks Ranch have private septic systems.

Recommendations: Water and Wastewater Systems

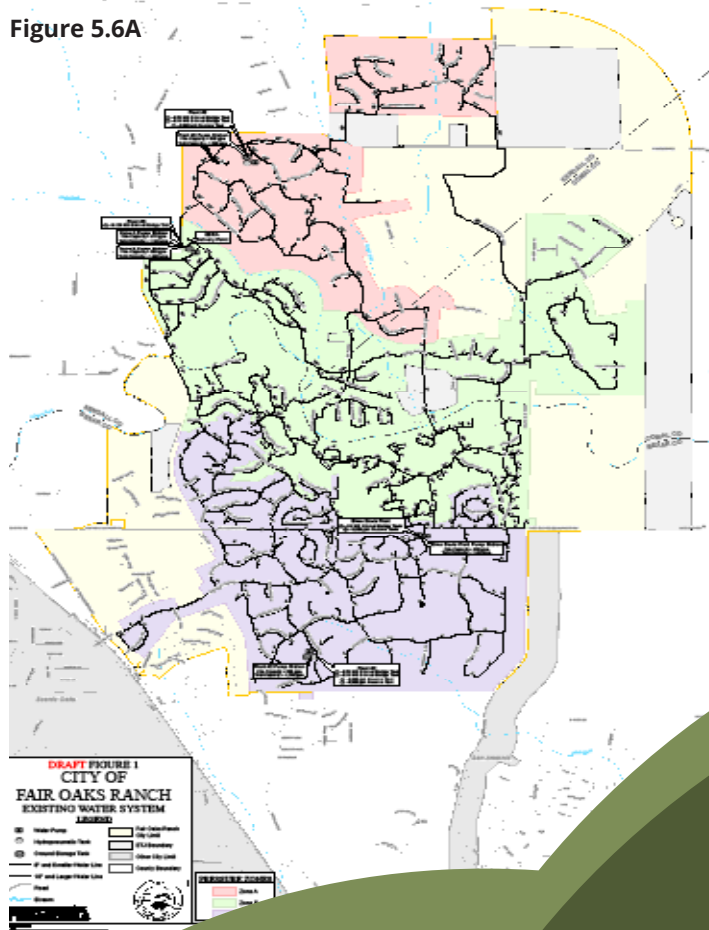
The City is in the process of conducting a Water and Wastewater Master Plan. This study will provide detailed projects and cost estimates for system improvements to the water distribution system and the wastewater collection system. Water system recommendations will include: additional elevated storage, transmission line improvements, water supply, and emergency connections. Wastewater recommendations will include: extending service to the recently annexed ETJ area, new interceptors, lift station elimination, and recommendations for future wastewater treatment plant capacity. The recommended future service areas for the water and wastewater systems are presented on Figures 5.6C and 5.6D, on the following page.

The Water and Wastewater Master Plan will also evaluate the condition and criticality of the existing facilities in the water and wastewater systems. Recommendations for rehabilitation projects will be developed. Regular inspections and updates to the condition scoring are recommended in the future to continue rehabilitation to existing facilities.

Key Issues:

- Complete water and wastewater master plans
- Additional storage in the distribution system
- Wastewater treatment plant capacity
- Extend water and wastewater service to the recently annexed ETJ area

Figure 5.6A



5.7 DRAINAGE

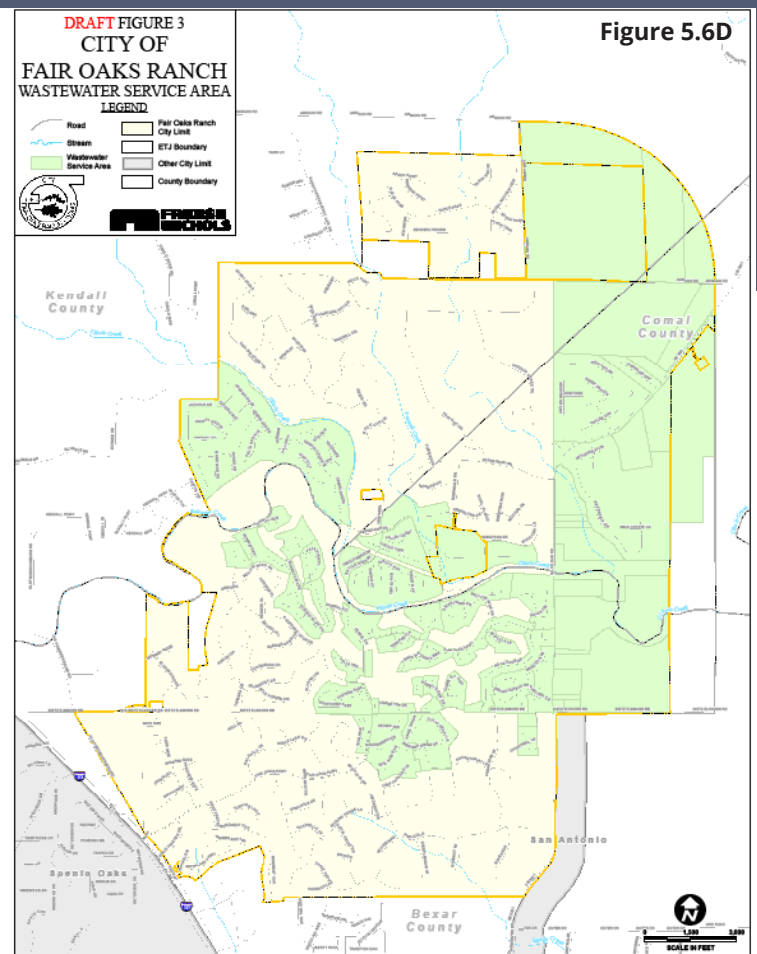
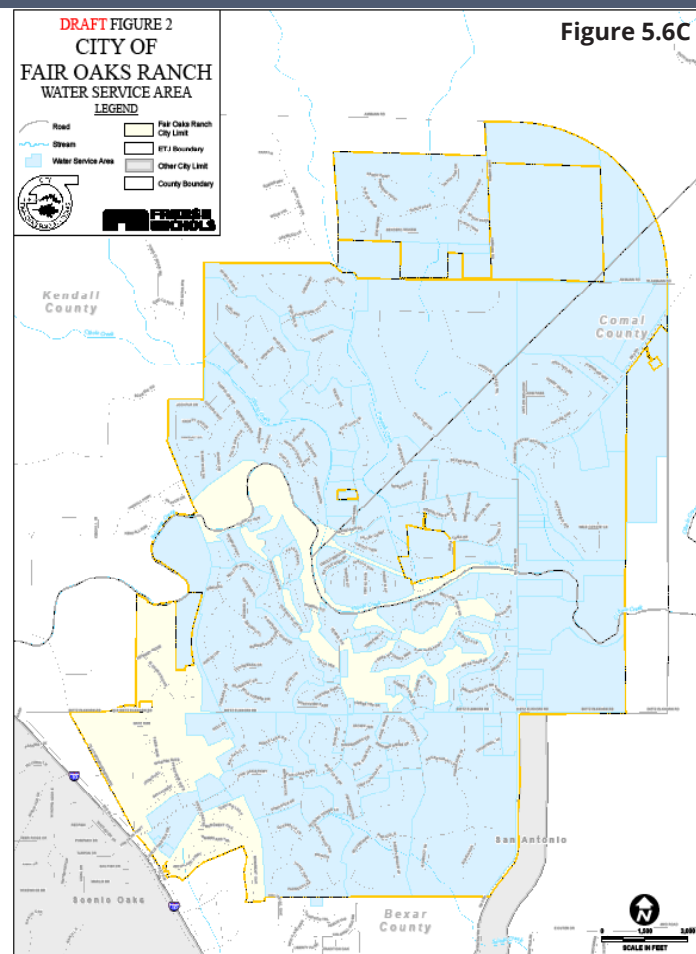
Stormwater management is essential when planning for the long-term safety, health, and quality of life for residents of Fair Oaks Ranch. As part of this comprehensive planning effort, engineering consultants from CDMSmith were brought on to evaluate the City's storm water infrastructure and to develop a Master Drainage Plan with prioritized capital improvement projects (CIPs). In doing so, the City now has updated information relevant to its drainage system, a prioritized list of known deficiencies, and basic cost estimates for general budgeting and development of CIPs.

The Master Drainage Plan is comprised of 46 sites with known drainage issues. These sites were first analyzed by conducting field visits to provide an initial engineering evaluation and then a computer model was used to support project development. Each site was then analyzed in further detail according to three site classifications.

Developed in coordination with stakeholders, prioritization criteria were generated for planning purposes which takes into account

the project's source/destination, public infrastructure at risk, number of parcels affected, erosion, and green infrastructure. The City now has a prioritized list of CIPs and can move forward in addressing its storm water issues.

As a next step, the City should evaluate funding options for these proposed projects as the City currently uses its general fund for storm water improvements. Additional deliverables from the study have been developed for four sites to be used for a FEMA Hazard Mitigation Grant Program application. However, for the rest of the identified CIPs and for future improvements, it is recommended that a dedicated fund be established for storm water management. The City in conversation with public stakeholders should explore funding options that are based on community consensus on how to best fund the City's storm water infrastructure.



DID YOU KNOW?

The City's Drainage Study was concurrent with the City's Comprehensive Planning process and the consulting firms coordinated efforts in 2017 and 2018. The Drainage Study was completed by CDMSmith.



CHAPTER 6: IMPLEMENTATION

Implementation and Action Items. Short and long-term goals for the City of Fair Oaks Ranch

This comprehensive plan explicitly addresses the future of Fair Oaks Ranch. Or, more accurately perhaps, it provides a detailed assessment of where the City is today on a number of key issues related to the physical development of the City. The plan captures where Fair Oaks Ranch is now and how citizens envision Fair Oaks Ranch should develop as the City's remaining vacant land is built out over the next 10-15 years.

To implement and administer the successful vision that the community wants will require sustained attention, and, inevitably, tweaks and refinements to the plan, and its related regulations, as conditions change – and as the City staff and other leaders gain experience with details such as land use controls. To increase the odds of successfully implementing the vision expressed in the plan, the consulting team recommends a series of action items focused in two time frames: short-term and long-term actions.

SHORT-TERM ACTION ITEMS

ST1. Annexation – Pursue an aggressive annexation policy in the ETJ areas of the City, thus protecting long-term property values and the City's existing character. (Note: since the time the initial land use portions of the plan were developed in the summer of 2017 and the final approval of this plan in 2018, the City has completed significant annexations and concluded development agreements with other landowners in the ETJ, accomplishing the plan's fundamental goals. As time passes, the City should continue to monitor the development agreements and the associated lands that will be brought into the City as they develop. In addition, as opportunities arise, the City should consider seeking opportunities to negotiate ETJ releases with Boerne and San Antonio in discreet areas where it will make sense, especially along the northwest perimeter of the City south of Ammann Road, and around the "gateway" intersection of Ralph Fair and Ammann in the northeast quadrant.

ST2. Zoning – Implement a stop-gap zoning ordinance immediately, no later than the summer of 2018. This ordinance should be based on the extensive policy goals and details adopted by the Citizen Stakeholder Committee, Planning and Zoning Commission, and City Council during the Comprehensive Planning process – and the Future Land Use and Zoning Maps reviewed by citizens at a design charrette and multiple community forums throughout 2017 and early 2018.

ST3. UDC – To expand and amplify the benefits of the City's first zoning ordinance, prepare a Unified Development Code

for adoption within six months of the adoption of the plan. The Unified Development Code should build on the vision built as part of the Comprehensive Plan, and should incorporate zoning, commercial design standards, and revised subdivision regulations into a single document, making development regulations easier for citizens to track, developers to use, and the City staff to administer. The design standards will be new and include elements of form-based code and design, as recommended in the Comprehensive Plan; the zoning regulations can be drawn largely from the interim ordinance but interwoven with other regulations to provide a tailored mix of form-based and traditional zoning for Fair Oaks Ranch; and, the subdivision regulations should update and expand the City's existing subdivision rules, incorporating modern standards, additional environmental and infrastructure protections, and layout out a clear process for high quality, sustainable development within the City.

ST4. Drainage – Complete the ongoing drainage study currently underway with engineers and begin implementing recommendations as early as the FY 2019 year, but certainly by FY 2020. It is likely that, because of financial constraints, full implementation will need to happen over several years. The City should review the plan in 3-5 years for progress. As a long-range drainage plan is developed – and, no doubt, amended, with changing conditions and weather patterns – the City should amend the Comprehensive Plan to include more specific goals for drainage improvements.

ST5. Water and Waste Water – Complete the water/waste water study and develop a long-range strategy to address its findings by FY 2020. As with drainage, water and wastewater planning are addressed in this Comprehensive Plan, but are subject to on-going engineering analysis. The goal is to develop a long-range plan for water security for the City, and a strategy to address long-term wastewater needs. These are long-range goals. In the short-term, the City should complete the study, which relies on population projections, demographic projections, and land use assumptions developed as part of the Comprehensive Plan. If necessary, the City should add to the Comprehensive Plan to reflect the final water and wastewater strategies, and should benchmark actual growth rates against projections in the next 3-5 years.

ST6. Ralph Fair Road – Pro-actively address TXDOT plans to expand Ralph Fair Road. This work is time sensitive, it is already underway by the City, and should continue to be an urgent focus. TXDOT is considering plans to improve Ralph Fair Road to become a major regional arterial, with perhaps as many as seven lanes in Fair Oaks Ranch. As part of its comprehensive planning, consultants and City officials met with TXDOT to begin discussions of how to improve regional mobility without sacrificing quality of life in the City. The Future of Fair Oaks Ranch Comprehensive Plan includes a section in the transportation chapter that speaks directly to the City's vision for Ralph Fair Road. City staff and other City leaders should continue efforts to advance the City's position with TXDOT and with other regional transportation partners while monitoring developments closely. At a minimum, the City should insist on robust public participation, regional planning that respect the values in the Fair Oaks Ranch plan, and lane capacity and road profiles based on scientific modeling and on best professional practices within the framework of Context Sensitive Design. Short Term Action Item #9 will complement this effort.

ST7. Other Regional Roads – Monitor and engage in other regional roadway planning efforts that will affect Fair Oaks Ranch directly, particularly regional discussions about expanding Old Fredericksburg Road. These discussions are less urgent but are likely to bloom into fuller planning efforts within the next year. As with Ralph Fair Road, the City should advance and defend the transportation and related land use vision adopted in this plan in active ways. In addition to Old Fredericksburg, the City should monitor state, regional, and county plans for state arterials and major collectors in the City.

ST8. Road Hierarchy and Budget – Begin using the hierarchical system of roads identified in the transportation section of the plan as a guide to maintenance and budgeting in FY 2019, with it fully integrated into maintenance and operations by FY 2020.

ST9. Regional Information Sharing – Alert regional authorities to the City's new comprehensive plan and the general sub-plans and maps created as part of the planning effort. This should commence in the next 30 days and be completed within 120 days of adoption of this plan. Actions under this heading include alerting the Alamo MPO (Metropolitan Planning Organization) and the Alamo COG (Council of Governments), and TXDOT to the City's new population projections, annexation, future transportation map, trails map, and new transportation policies, including Context Sensitive Solutions standards for design and public involvement. In addition, the City should communicate at least parts of its new planning documents and boundaries to Bexar, Comal, and Kendall counties; and coordinate with

ST10. Training – Implement more detailed training of City staff on the new Unified Development Code within 120 days of its adoption. Training should include updates and background for members of the Planning and Zoning Commission and the City Council, and a clear set of procedures (or a development process handbook) for staff and the public.

ST11. QA Review For Zoning AND UDC – Review new development regulations within 6-9 months of their adoption for Quality Assurance and functionality. The comprehensive plan recommends a zoning ordinance and a UDC (Unified Development Code). This will be the City's first zoning ordinance. With any regulation of this complexity – especially a new framework such as zoning and related form-based design standards – it's likely the product will need at least some tweaks once the City and members of the development community have had the opportunity to work with the code over several months in "real life situations." This is to be expected and should be considered part of the plan's implementation.

ST12. Policy for FLUM and Zoning Map Revisions – Establish a policy within the next 90 days about when to amend the Future Land Use Map and the Zoning map. The comprehensive plan consulting team recommends considering revisions every quarter or every six months at first, and more often if urgent need arises.

LONG-TERM ACTION ITEMS

LT1. Consider supplementing this plan with additional sections or chapters that could add value to the City's planning process over time. One example could be the development of a master facilities plan for the City.

LT2. Consider the development of a long-term emergency services plan that incorporates fire, EMS, and police.

LT3. Institute a formal review of the comprehensive plan in 3-7 years, and a fully developed new plan somewhere around 2030 as the City approaches build-out. This should be done earlier – or at last considered – if the City builds out earlier than expected, or if there is a dramatic change in market conditions, population trends, land use, or transportation options within the City.

LT4. Assess long-range park needs and refresh the informal agreement with FORHA (or develop a formal one). The comprehensive plan includes a look at how trails might be connected, and new trails added, as the City builds out. But it defers any decision on the development of City-owned ballfields or active recreation spaces. The plan also leaves in place the current system of trail maintenance and planning – a system managed by FORHA. The plan notes, however, that over the long run the City will need to consider how to manage newly developing areas of the City, and whether the City should take a more active role in parks management. That should happen no later than the next plan update, in 3-7 years, and sooner if possible.

LT5. Plan for the redevelopment of the City municipal complex. As part of the comprehensive plan, the consulting team conducted a two-day design workshop, or charrette, featuring several tracts of land in the City. One area explored was the

area around City Hall. Over the next several years, the City should expand on that effort by exploring how best to use that land, with an eye toward creating a central place for community gatherings (both indoors and outside). This could include relocating the existing public works yard and, possibly, some mixed use development around an expanded city hall.

LT6. Implement the long-term recommendations on water, waste water, and drainage developed as part of the planning process.

LT7. Engage in ways to improve mobility in the region. The demographic analysis and community surveys completed as part of this plan indicate that a significant majority of Fair Oaks Ranch residents commute to school, work, or other commitments, typically using regional arterials such as IH-10. The City is not likely to be the primary driver in regional commute solutions, and does not have adequate staff to lead regional technical solutions, but City leaders can play a role in supporting congestion relief and other transportation initiatives. In some cases, such as the proposed expansion of Ralph Fair Road, there may be tension between regional goals and the best interests of the City and its residents, but in many other cases there will be opportunities for the City to support efforts to ease congestion and improve traffic. New technologies, including automated vehicles and alternative fuels, are likely to mean significant changes for transportation systems and

transportation funding over the life of this plan. Given the City's strong demographic and market profile, Fair Oaks Ranch has a role to play in working with the MPO, TXDOT, and other local city and county governments to address traffic. Over the next 2-5 years the City should develop its own policy on regional transportation and consider what resources to devote to monitoring, coordinating, and at times advancing or leading regional transportation efforts.

LT8. Develop a long-range plan for sidewalk and pedestrian improvements within the next 2-5 years, based on the transportation and trails maps, and the goals of the comprehensive plan. This is related to but distinct from trails planning.

LT9. Develop plans and contingency strategies for changes to long-term climate patterns. Whatever its root causes, extreme weather and climate change are already affecting local government infrastructure, disaster preparedness, land planning, and water planning. The causes and cures for climate change are hotly debated at the national level and need not be addressed by Fair Oaks Ranch. But the local effects should be. The U.S. military, associations of national utility providers, the national association of state transportation officials, the American Society of Civil Engineers, and the American Planning Association are among the many groups with technical reach now exploring how to address standards in an era where basic design and maintenance assumptions are predicated

on rain and temperature norms that are changing. The recent national conference of the APA (American Planning Association) recommends that cities incorporate climate awareness into planning efforts. While this is not an immediate issue for Fair Oaks Ranch, it is likely to affect long-range water and drainage planning, and perhaps emergency response, as well, possibly, summer work schedules, facility maintenance, road maintenance, and a host of other issues. The City should monitor best practices for climate preparedness and consider developing formal adaptation strategies or, at the least, incorporating a section on climate and weather effects into its next Comprehensive Plan update.

DID YOU KNOW?

The short and long-term goals and action items for the Comprehensive Plan were developed in coordination with City staff and the Citizen Stakeholder Committee. A successful Comprehensive Plan depends on implementation of the goals and vision laid out in the plan by Citizens and the planning team.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

June 21, 2018

AGENDA TOPIC: Discussion and possible action authorizing the City Manager to sign a Professional Services Agreement with Studio S Architekts for Architectural Design Services.

DATE: June 21, 2018

DEPARTMENT: Administration

PRESENTED BY: City Manager

INTRODUCTION/BACKGROUND:

The current fiscal year budget (FY 17-18) allocates \$100,000 for a City Hall/City Complex renovation project. The original intent of the project was to renovate portions of City Hall and the Public Works Maintenance building collectively with an end goal of optimizing work space for staff and city council, improving building security, and enhancing the customer service experience for our citizenry.

Both buildings are over fifteen years old and as such, no longer function at optimal levels due to inadequate maintenance and the city's expanded service delivery function. Further, both facilities have inadequate ingress/egress that no longer meets minimum building and life safety code requirements and the mechanical systems are in need of repair/maintenance.

Based on a series of operational programming meetings with staff, inclusive of evaluating the purchase of portable buildings from BISD, it was determined the renovation project should be expanded to include the repurposing of the former police building. The former police building encompasses approximately 2,300 sq. ft. and, therefore, significant potential for additional office/work space.

The scope of the proposed professional service contract includes Architectural, Structural, and MEP engineering design services to design, bid, and construct proposed renovations. Design and construction document phases are proposed as a lump sum of \$46,450 to be billed on progress with four to six weeks programmed for design.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This renovation project is in keeping with the Council Strategic Objective of enhancing delivery of services while strategically planning for future conditions. The proposed renovation project, inclusive of repurposing the former police building, provides for functional work space through a combination of traditional and open concept work stations. Within the next few years, staff anticipates the need to commission a facility and space planning feasibility study as existing city facilities are not programmed for build-out conditions as prescribed in the updated comprehensive plan.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

- \$100,000 programmed for FY 17-18. \$46,450 will be utilized for architectural design services. \$53,550 will be utilized to initiate phased construction.
- \$250,000 proposed/programmed for FY 18-19. If the approved in the FY 18-19 budget, the monies will be utilized to complete construction.

LEGAL ANALYSIS:

The attached Professional Services Agreement was written by the City Attorney's office and is the standard contract utilized by the City for contracting professional services with consultants.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign the Professional Services Agreement with Studio S Architekts for Architectural services at a cost of \$46,450.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and Studio S Architekts (“Professional”).

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

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

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

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

Section 5. Time of Completion.

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

Section 6. Insurance.

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

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

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

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

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

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

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

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

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

Section 7. Miscellaneous Provisions.

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

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

for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

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

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

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

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

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

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in

performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

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

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise

at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

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

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

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

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

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

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or

meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

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

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

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

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

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

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

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

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter

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

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

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

CITY:

PROFESSIONAL:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

Studio S Architekts
Hollie Scott Sanchez, LEED AP, NCARB
Lead Principal
1580 South Main Street, Suite 102
Boerne, TX 78006

with a copy to:

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

Exhibit "A"

Scope of Services

Project Scope:

The ARCHITECT will provide customary design and construction phase services for normally required architectural design as further described below.

A. Project Description:

- (i) Approximately 6,500 sq. ft. Administration Building renovations, including kitchen layout, front desk layout, overall office layout, finish types, and planning meetings.
- (ii) Approximately 1,500 sq. ft. Maintenance Building renovations to include a new second story office space.
- (iii) Repurpose approximately 2,300 sq. ft. former Police Building into new office spaces including finish types and office layout.
- (iv) AHJ is City of Fair Oaks Ranch, TX.

Basic Services of the ARCHITECT

The ARCHITECT shall:

- A. Consult with the OWNER to ascertain the requirements and limitations of the PROJECT.
- B. Review existing site conditions as may be required to coordinate proper interfacing of new construction.
- C. In collaboration with the OWNER, establish a schedule of dates for completion of the various phases of the work.
- D. Retain the structural, civil, landscape architect, mechanical and/or electrical engineering consultants, which consultants have been selected by the ARCHITECT and are identified if applicable herein. The services of these consultants (except to the extent they are outside the scope) will be compensable by the ARCHITECT out of his/her compensation for Basic Services, unless otherwise noted. The architectural, structural, mechanical, civil and/or electrical consultants shall maintain a local representative throughout the planning and construction phases of the PROJECT or until the related phase of work is complete, as is necessary to assure prompt and continuous provision of services hereunder.
- E. Proposal based on projects running concurrently.

CONSULTANTS TO BE RETAINED FOR THIS PROJECT ARE AS FOLLOWS:

(i) STRUCTURAL:

RGM Engineering

fees included in Architect's compensation: ☒ yes; ☐ no.

(ii) MECHANICAL, ELECTRICAL and PLUMBING

BSolutech Consultants, LLC.

- fees included in Architect's compensation: ☒ yes; ☐ no.
- (iii) RAS Consultant
TBD
fees included in Architect's compensation: ☐ yes; ☒ no.

F. Prepare, from the approved Schematic Design, the Design Development Documents consisting of:

- (i) Updated floor plans with primary finishes noted and overall dimensions;
- (ii) Elevations with material delineations;
- (iii) Primary
- (iv) Structural Framing layouts and foundation plan(s);
- (v) One-line diagram(s) for Heating, Ventilating and Cooling systems and ductwork;
- (vi) Locations of electrical receptacles, telephone and data boxes, switches, and light fixtures;
- (vii) Primary plumbing fixture locations;
- (viii) And other drawings appropriate to fix and illustrate the size, character and general appearance of the PROJECT. The ARCHITECT will collaborate with the OWNER regarding materials, equipment, systems, finishes, and methods of construction;
- (ix) Outline specifications

G. Building Information Modeling (Revit):

- (i) Included.

H. Demolition:

- (i) The ARCHITECT shall include demolition plans and have notes on the drawings indicating the general scope of demolition work to be done.
- (ii) The ARCHITECT will exclude exhaustive investigation of existing conditions, including conditions in concealed spaces.
- (iii) Additional investigation of as-built conditions will be done as additional services.

I. Existing drawings:

- (i) The OWNER will furnish existing drawings of facilities in the project scope.

J. Prepare, from the approved Design Development Documents, the Construction Documents consisting of the Bidding Documents and the Specifications and detailed Drawings setting forth the work required. The Construction Documents will be prepared, to the best of his/her knowledge, information, and belief (based on careful inquiry), to be in compliance with requirements of governmental authorities having jurisdiction over the design of the PROJECT.

- (i) **CODE COMPLIANCE**

The ARCHITECT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this AGREEMENT. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ARCHITECT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this AGREEMENT.

K. Upon completion of the Construction Documents and prior to their issuance for final pricing and/or bidding, the ARCHITECT will obtain the approval of said Documents by the OWNER. Acceptance and approval of the ARCHITECT'S Construction Documents by the OWNER shall not constitute nor be deemed a release of the ARCHITECT for the accuracy and competency of the ARCHITECT'S designs, drawings, specifications or other documents or services provided under the terms of this AGREEMENT. The ARCHITECT agrees to rework documents as necessary to correct his/her designs, drawings, specifications or other documents found to be in error.

L. In connection with the final pricing/bidding or negotiation phase, the ARCHITECT shall assist the OWNER selected CONSTRUCTION MANAGER AT RISK firm in securing and obtaining bids from qualified sub-contractors.

M. Statements and Opinions of Probable Cost will be delivered as a part of the services provided by the OWNER selected CONSTRUCTION MANAGER AT RISK (CONTRACTOR) firm.

N. In connection with the Construction Phase, the ARCHITECT shall:

- (i) Perform all functions of the ARCHITECT as described in the Construction Documents for the PROJECT, including but not limited to administration of the contract, advice and consultation on the contract and construction, preparation of change orders and clarification drawings remedying errors or omissions of the ARCHITECT.
- (ii) The ARCHITECT and his consultants shall critically review and report to the OWNER or take other appropriate action upon the CONTRACTOR'S timely submittals such as Shop Drawings, Product Data and Samples required by the Construction Documents, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.
- (iii) The ARCHITECT shall visit the site at regular intervals (generally weekly) appropriate to the stage of construction or as otherwise agreed between the OWNER and ARCHITECT in writing to become familiar with the progress and quality of the Work completed and to critically observe the work performed and materials supplied by the CONTRACTOR, to the extent appropriate to determine whether the performance by the CONTRACTOR be in conformity with the Contract Documents, and promptly report to the OWNER any deficiencies identified, together with the ARCHITECT'S recommendations for correction. The ARCHITECT will record each of his job-site visits and promptly submit written reports to the OWNER, keeping the OWNER informed of the progress and quality of the Work. The ARCHITECT may inform the CONTRACTOR of the ARCHITECT'S findings but it is expressly understood that it is not the function of the ARCHITECT to direct or control the CONTRACTOR in the performance of the Construction Contract.
- (iv) The ARCHITECT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work. The ARCHITECT shall not be responsible for the CONTRACTOR'S schedules or CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT shall not have control over or charge of any acts or omissions of the CONTRACTOR or any of his subcontractors, agents or employees, but shall promptly advise the OWNER of any omissions noted by ARCHITECT.
- (iv) ARCHITECT shall review all requests for payments submitted by the CONTRACTOR to determine completion of the Work for which such application is made. ARCHITECT shall issue certificates of

payment authorizing payments to the CONTRACTOR. The certificates of payment shall be a representation that the ARCHITECT has made the required on-site inspections, the Work has progressed to the point indicated in the application and to the best of ARCHITECT'S knowledge, information and belief; quality of the work is in accordance with the Contract Documents.

- (v) Upon receipt of notification by the CONTRACTOR that the PROJECT is substantially complete, the ARCHITECT shall conduct a review, performed by the appropriate members of his staff and his professional and/or engineering affiliates. As a result of this review, he shall prepare a list of the items observed needing correction. After the CONTRACTOR has performed the required corrections, the ARCHITECT shall notify the OWNER in writing that the contract has been performed according to the Contract Documents and is ready for Final Review. The ARCHITECT shall accompany the OWNER on the Final Review to ascertain that the PROJECT has been completed in accordance with the Contract Documents. The ARCHITECT shall inspect all warranties, guarantees, bonds, equipment operating instructions and similar required material and documents to verify that all such materials and documents are received and that they meet the requirements of the Specifications, after which they shall be transmitted to the OWNER. After determining that, to the best of his knowledge, information, and belief, the requirements of the Contract Documents have been met, the ARCHITECT shall so state in writing and shall recommend the CONTRACTOR'S Final Application for Payment.
- (vi) After the ARCHITECT determines the PROJECT is substantially complete, the CONTRACTOR shall update Construction Documents to reflect accurate, as-built conditions on "Record Drawings". Upon completion of construction, the CONTRACTOR shall make changes in the original documents to show, to the best of his/her knowledge, information and belief, the as-built condition of the PROJECT and final location of the PROJECT service lines and outlets and shall forward to the OWNER, through the ARCHITECT, electronic copy of the specifications, record drawings, and a full set of the Contract Documents in AUTOCAD® electronic format.
- (vii) The ARCHITECT shall conduct submittal reviews.
- (viii) The ARCHITECT shall exclude more than two submittal reviews of each submittal section. If required, the above will be considered as additional services.
- (ix) The ARCHITECT shall include redesign work required due to errors or omissions in The ARCHITECTS drawings.

Exhibit "B"

Compensation

Fees

For the aforesaid professional services, the OWNER shall compensate the ARCHITECT as follows: Fixed fee of **Forty-Six Thousand Four-Hundred Fifty and 00/100's (\$46,450.00) Dollars.**

A. The fee is apportioned between the ARCHITECT and CONSULTANTS for shall be as follows:

Site Survey	Amount	Percent of Contract Amount
Architect	\$2,500.00	61 %
Structural Engineer	\$ 600.00	15 %
MEP Engineer	\$1,000.00	24 %
City Hall	Amount	Percent of Contract Amount
Architect	\$9,000.00	49 %
Structural Engineer	\$1,750.00	10 %
MEP Engineer	\$7,500.00	41 %
Maintenance Shop	Amount	Percent of Contract Amount
Architect	\$2,500.00	48 %
Structural Engineer	\$ 874.00	17 %
MEP Engineer	\$1,800.00	35 %
Old Police Building	Amount	Percent of Contract Amount
Architect	\$4,500.00	51 %
Structural Engineer	\$1,750.00	20 %
MEP Engineer	\$2,500.00	29 %
Construction Services Phase I	Amount	Percent of Contract Amount
Architect	\$1,500.00	51 %
Structural Engineer	\$ 638.00	22 %
MEP Engineer	\$ 800.00	27 %
Construction Services Phase II	Amount	Percent of Contract Amount
Architect	\$5,000.00	69 %
Structural Engineer	\$ 638.00	9 %
MEP Engineer	\$1,600.00	22 %

FEE STIPULATIONS:

- (i) Structural Engineering Fees do not include geotechnical investigation or report and “as-built” documentation. Fees allow up to 24 linear feet of wall modification and one floor opening for the City Hall and Old Police Building. Maintenance Building includes up to 450sq.ft. of additional framing.
 - (ii) Mechanical Engineering Fees do not include commissioning, testing, or acoustical analysis or studies.
 - (iii) The fee for Basic Services is predicated on 6 months of construction. Should actual construction time exceed the allowance of 6 months, then additional time requirements of the ARCHITECT and/or CONSULTANTS will be invoiced as an additional service
- B. Initial Payment
 - (i) Initial payment to begin the Work is \$6,125.00 due within 14 days of an executed proposal.
- C. For Additional Services beyond those described in Project Scope, if requested and/or authorized by the OWNER in writing (and exclusive of services remedying errors or omissions of the ARCHITECT), compensation computed as follows:
 - (i) The sum of **\$175.00** per hour for the time of the following Principals:
Hollie Sanchez
 - (ii) For the time of employees (other than Principals):

Project Architect:	\$ 150.00
Architectural Intern	\$ 100.00
CAD Technician:	\$ 65.00
Clerical:	\$ 55.00
 - (iii) For the services of professional consultants at a multiple of 1.10 times the amount reasonably billed to the ARCHITECT for such services will be added to invoice amounts from such consultants to cover coordination and other expenses incurred by the ARCHITECT.
- D. For reimbursable expenses, amounts expended for OWNER'S account as herein specified, a multiple of 1.10 times the amount reasonably billed to the ARCHITECT for such services listed in the following subparagraphs:
 - (i) Mileage reimbursement for travel expenses directly related to the PROJECT shall be **\$0.60** per mile. The ARCHITECT will assess mileage charges only for travel related to meetings between the ARCHITECT and OWNER for purposes of reviews or appearances at meetings of the governing body of the OWNER. The ARCHITECT will not assess mileage charges for travel to the PROJECT site for weekly construction reviews. In the event the ARCHITECT is called to the site for reviews or meetings in excess of the scheduled weekly reviews, mileage reimbursement will be charged).
 - (ii) As the ARCHITECT'S work progresses and review meetings are held with the OWNER, the ARCHITECT will furnish PDFs of Progress Documents for OWNER retention without charge. At the completion of ARCHITECT'S work, the OWNER will be furnished one complete PDF set of final PROJECT documents without charge, and the ownership and all rights related thereto shall be the

property of the OWNER. Reproduction expenses for final plans and specifications required for bidding, files of the ARCHITECT, CONTRACTOR, and OWNER, and other parties approved by the OWNER; these charges shall be:

1. No hard copies of work will be provided. STUDIO S ARCHITECTS will provide only electronic copies of all design in PDF format. The client/contractor shall be responsible for all printing and reproduction cost.
- (iii) Expense of renderings, models and mock-ups requested by the OWNER. Should these presentation formats be requested by the OWNER, the cost will be accepted in writing by the OWNER prior to the production of such items by the ARCHITECT.
- (iv) Expense of retaining engineers and other consultants approved by the OWNER to provide services described in Additional Services.
- (v) Fees paid for securing approval of governmental authorities having jurisdiction over the project. Such fees include those related to the Texas Department of Licensing and Regulation pertinent to the Architectural Barriers Act of the State of Texas.

Additional Services

The following Services are not included in Basic Services and shall be provided by the ARCHITECT if authorized or confirmed in writing by the OWNER, and they shall be paid for by the OWNER as provided in this AGREEMENT, in addition to the compensation for Basic Services:

- A. Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.
- B. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, appointments, window coverings, fabric selections, furnishings and related equipment.
- C. Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders (exclusive of services remedying errors or omissions of the ARCHITECT). Should such services be necessary, then the OWNER will compensate the ARCHITECT for the time spent preparing such Change Orders in accordance with the hourly rate schedule contained in Exhibit B.
- D. Attending public hearings which may be required as a result of proposed changes to the scope of work. Presentation of the program changes and schematic plans to various groups, other than the OWNER.
- E. Providing services in evaluating an extensive number of claims submitted by the OWNER.
- F. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
- G. Providing services in connection with evaluating substitute items or providing any Work in connection with revising any documentation in connection with such substitutions.

Exhibit "C"

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2018

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

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

PRODUCER Lorelei Helmke(19471M) 24123 Boerne Stage Rd Ste 109 San Antonio TX 78255-9402		CONTACT NAME: PHONE (A/C, NO, EXT): 210-698-7790 FAX (A/C, NO): 210-698-7798 E-MAIL ADDRESS: lhelmke@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED STUDIO S ARCHITEKTS 1580 S MAIN ST, SUITE 102 BOERNE TX 78006		INSURER A: Truck Insurance Exchange 21709 INSURER B: Farmers Insurance Exchange 21652 INSURER C: Mid Century Insurance Company 21687 INSURER D: Fire Insurance Exchange 21660 INSURER E: Hiscox Insurance Company Inc 10200 INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			UDC-2273775-BOP-18	05/31/2018	05/31/2019	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000					
		MED EXP (Any one person) \$ 5,000					
		PERSONAL & ADV INJURY \$ S/T Each Occ					
		GENERAL AGGREGATE \$ 2,000,000					
		PRODUCTS - COMP/OP AGG \$ S/T Gen Agg					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N	N/A	N	A07515852	05/28/2018	05/28/2019	☒ PER STATUTE ☐ OTHER \$
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
E	Professional Liability			UDC-2273775-EO-18	05/31/2018	05/31/2019	Each Claim Aggregate \$1,000,000 \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Lorelei J Helmke</i>



CERTIFICATE OF LIABILITY INSURANCE

VNS
R002

DATE (MM/DD/YYYY)
6/7/2018

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

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PRODUCER		CONTACT NAME:	
FROST INSURANCE AGENCY INC/PHS		PHONE (A/C, No, Ext): (866) 467-8730	
812422 P: (866) 467-8730 F: (888) 443-6112		FAX (A/C, No): (888) 443-6112	
PO BOX 33015		E-MAIL ADDRESS:	
SAN ANTONIO TX 78265		INSURER(S) AFFORDING COVERAGE	
		NAIC#	
		INSURER A: Hartford Lloyd's Ins Co	
		38253	
INSURED		INSURER B: Hartford Underwriters Ins Co	
RGM ENGINEERING, PLLC		INSURER C:	
6243 W INTERSTATE 10 STE 501		INSURER D:	
SAN ANTONIO TX 78201		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			65 SBA RO4620	02/13/2018	02/13/2019	EACH OCCURRENCE
	CLAIMS-MADE ☒ OCCUR						\$2,000,000
	General Liab	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	POLICY ☐ PRO-JECT ☒ LOC						\$10,000
	OTHER:						PERSONAL & ADV INJURY
							\$2,000,000
A	AUTOMOBILE LIABILITY			65 SBA RO4620	02/13/2018	02/13/2019	COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO OWNED AUTOS ONLY						\$
	X HIRED AUTOS ONLY	X					BODILY INJURY (Per person)
							\$
A	UMBRELLA LIAB	X		65 SBA RO4620	02/13/2018	02/13/2019	BODILY INJURY (Per accident)
	EXCESS LIAB						\$
	DED ☒ RETENTION \$ 10,000						PROPERTY DAMAGE (Per accident)
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			65 WBC ZS0860	02/13/2018	02/13/2019	X PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$1,000,000
							E.L. DISEASE- EA EMPLOYEE
							\$1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2018

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

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

PRODUCER Versatile Insurance Planners 901 NE Loop 410 Suite 807 San Antonio TX 78209	CONTACT NAME: Sylvia Cantu PHONE (A/C, No, Ext): (210)858-9860 FAX (A/C, No): (210)593-7349 E-MAIL ADDRESS: sylvia@vip-sabx.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : U.S. Specialty Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL1821901835 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☐ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ Professional Liability			USS1727923	07/30/2017	07/30/2018	EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PRODUCTS - COMP/OP AGG \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						Professional Liability \$ 1,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER S K and A, Inc. Associate Partner 13438 Bandera Road Suite 202 Helotes TX 78023	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sylvia Cantu
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CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 21, 2018

AGENDA TOPIC: Discussion and possible action authorizing the City Manager to sign a Memorandum of Understanding with Deborah Lynn Farquhar, Inc. ~ “Creative Marketing” for event planning services associated with the City’s 30th anniversary celebration.

DATE: June 21, 2018

DEPARTMENT: Human Resources/Communications

PRESENTED BY: Kim Stahr

INTRODUCTION/BACKGROUND:

In an effort to host a quality event in a compressed timeframe, I am requesting the Council authorize the City Manager to sign an agreement with Deborah Lynn Farquhar, Inc. ~ “Creative Marketing” for services of event planning and production for the City of Fair Oaks Ranch 30th Anniversary City Celebration.

Ms. Farquhar is an experienced festival planner who has worked with the City of Fredericksburg for many of their annual festivals. She has business contacts and expertise we seek to utilize.

The scope of services we are requesting is attached for your review.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The city-wide event will provide publicity and recognition to the city, promote community spirit, and provide the citizens with a fun, family-friendly event.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not to exceed \$5,000.

LEGAL ANALYSIS:

None

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Memorandum of Understanding with Deborah Lynn Farquhar, Inc. ~ “Creative Marketing” for services of event planning and production of the City of Fair Oaks Ranch 30th Anniversary City Celebration.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEBORAH LYNN FARQUHAR, INC., CREATIVE MARKETING
AND THE
CITY OF FAIR OAKS RANCH
FOR THE CITY'S 30TH ANNIVERSARY CELEBRATION
SCHEDULED FOR SEPTEMBER 29, 2018**

This Memorandum of Understanding (MOU) is entered into between Deborah Lynn Farquhar, Inc., Creative Marketing (hereinafter "Professional") and the City of Fair Oaks Ranch (hereinafter "the Owner").

1. Purpose/Background:

The Owner and Professional hereby enter into this agreement for services of event planning and production for the City of Fair Oaks Ranch 30th Anniversary City Celebration. The Celebration will be held on September 29, 2018, at the Fair Oaks Ranch Golf and Country Club.

2. Scope of Services:

Services shall include the following and are subject to City approval:

- 1) Budget
 - A. Develop and assist with event budget.
- 2) Local Vendors/Food Vendors
 - A. Contact food vendors using Creative Marketing contacts and/or provided list.
 - B. Assist with vendor agreements and terms.
 - C. Assist with placement and logistics.
 - D. Create databases and timelines.
- 3) Volunteers
 - A. Assist with developing schedules.
- 4) Entertainment
 - A. Hire and work with sound crew, including all needed equipment, staging, etc.
 - B. Hire and negotiate entertainment using Creative Marketing contacts or provided list.
 - C. Write and mail agreements.
- 5) Kid's Area
 - A. Assist in the hiring of kid's area activities.
 - B. Assist in the placement and logistics.
- 6) Logistics
 - A. Work with committee on logistics (staging, tents, clean-up crew, tables, chairs, porta-potties, parking, lighting, etc.
 - B. Work with vendors for needed rental items.

3. Fee:

For the aforesaid scope of services, the Owner shall compensate the Professional a fixed fee of \$5,000. Said fixed fee will be paid in two \$2,500 installments. The first \$2,500 installment is due upon execution of this MOU. The 2nd \$2,500 installment will be due on September 29, 2018.

4. It is Mutually Agreed and Understood That:

- This MOU in no way restricts Owner or the Professional from participating in similar activities with other public or private agencies, governments, organizations or individuals.
- Both the Owner and Professional agree to schedule periodic meetings to review progress and identify opportunities for advancing the scope of services detailed in this MOU.
- Modifications to the scope of this MOU shall be made by mutual consent of the Owner and Professional, through issuance of a written notification, signed and dated by both, prior to any changes.
- The Owner and/or Professional may terminate this instrument, in whole, at any time by providing the other party with a minimum of ten (10) days advanced a written statement to that effect.

The principal contacts for this instrument are as follows:

Kim Stahr
Director of Human Resources & Communications
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Deborah Farquhar
Deborah Lynn Farquhar, Inc., Creative Marketing
703 North Llano
Fredericksburg, Texas 78624

This MOU is executed as of the last date signed below and expires no later than September 30, 2018, at which time it is subject to review and renewal, or expiration.

Tobin E. Maples, City Manager
City of Fair Oaks Ranch

Date



Deborah Farquhar
Deborah Lynn Farquhar, Inc., Creative Marketing

6-18-18

Date



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 21, 2018

AGENDA TOPIC: Discussion of possible tax freeze for qualifying disabled persons
DATE: June 21, 2018
DEPARTMENT: City Council
PRESENTED BY: Tobin Maples, City Manager, Sarah Buckelew, Finance Officer

INTRODUCTION/BACKGROUND:

The purpose of the agenda item is to discuss the merits of implementing a freeze on the property valuation of individuals qualified as disabled. By way of background, baseline information detailing various scenarios and respective property tax implications were presented to City Council in March. Further, City Council heard testimony from a Fair Oaks Resident supporting the adoption of a tax freeze for qualifying disabled individuals.

The purpose of this agenda item is to circle back on the previous discussion to determine if City Council desires to move forward with an ordinance freezing appraised property values for disabled persons. Staff will detail the attached exhibits at the meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The benefit would be to disabled persons within the City of Fair Oaks Ranch, who would have their appraised property value frozen for property tax purposes.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Staff will detail the attached exhibits at the meeting.

LEGAL ANALYSIS:

None

RECOMMENDATION/PROPOSED MOTION:

Staff does not recommend the adoption of the above referenced freeze on property valuation.

Should City Council desire to move forward with an ordinance freezing appraised property values for disabled persons, please provide City Staff with insight and general direction.

Exhibit A - Options for offering tax valuation freeze

June 18, 2018 Council Meeting

Disability Freeze Calculation

Assumptions:

Based on FY 16-17 average homestead value with a 3% annual increase in the appraised value

Tax rate of .32950 per \$100 valuation for the next 10 years

Collection rate of 98%

Number of exemptions per 2017 Tax levy report

EXEMPTION CODE	EXEMPTION NAME	3 COUNTY TOTAL	Exemption amount		OPTION 1	OPTION 2	OPTION 3
			Currently applied to value				
	DP Disability	9	-		Y	Y	
	DV1 Disabled Veteran 1	25	5,000			Y	
	DV1S Disabled Veteran Surviving Spouse	7	5,000			Y	
	DV2 Disabled Veteran 2	27	7,500			Y	
	DV2S Disabled Veteran 2 Surviving Spouse	1	7,500			Y	
	DV3 Disabled Veteran 3	42	10,000			Y	
	DV4 Disabled Veteran 4	151	12,000			Y	
	DV4S Disabled Veteran 4 Surviving Spouse	25	12,000			Y	
	DVHS 100% Disabled Veterans	91	100%				
	DVHSS 100% Disabled Veteran Surviving Spouse	7	100%				
	EX-XG Barn used for Sheltering Cats	1					
	EX-XV Other Exemptions (note a)	40					
	EX366 HB 366 Exempt	26					
	HS Homestead	2,654	5,000				
	LVE Leased Vehicle	17					
	OV65 Over 65	1,184	20,000				Y
	OV 65S Over 65 Surviving spouse	16					Y
	PPV Personal Property Vehicle	2					
TOTAL HOMESTEADS INCLUDED		4,323			9	287	1200
TOTAL 10 YEAR LOST REVENUE					\$ (19,378)	\$ (617,954)	\$ (2,583,779)

Option 1 Calculates the cumulative 10-year lost revenue on valuation freezes to the current 9 known homesteads that qualify as disabled.

Option 2 Calculates the cumulative 10-year lost revenue on valuation freezes to the current 9 known homesteads that qualify as disabled as well as the 278 homesteads that qualify as disabled veteran.

Option 3 Calculates the cumulative 10-year lost revenue on valuation freezes to the current 1200 known homesteads qualifying as Over 65

note a Other Exemptions include public property, religious organizations, charitable organizations nad other property not reported elsewhere.

TAX FREEZE

OPTION 1 - 10 YEAR TABLE

Option # 1											
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10 Year Total
Frozen Average Homestead Value	455,499	455,499	455,499	455,499	455,499	455,499	455,499	455,499	455,499	455,499	4,554,990
Average Homestead with 3% Annual Growth	455,499	469,164	483,239	497,736	512,668	528,048	543,890	560,206	577,013	594,323	5,221,786
Tax Rate per \$100 valuation	0.329500	0.329500	0.329500	0.329500	0.329500	0.329500	0.329500	0.329500	0.329500	0.329500	0.329500
Collection rate	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Disability	-	(397)	(806)	(1,227)	(1,661)	(2,108)	(2,569)	(3,043)	(3,531)	(4,034)	(19,378)
Disabled Veteran 1	-	-	-	-	-	-	-	-	-	-	-
Disabled Veteran Surviving Spouse	-	-	-	-	-	-	-	-	-	-	-
Disabled Veteran 2	-	-	-	-	-	-	-	-	-	-	-
Disabled Veteran 2 Surviving Spouse	-	-	-	-	-	-	-	-	-	-	-
Disabled Veteran 3	-	-	-	-	-	-	-	-	-	-	-
Disabled Veteran 4	-	-	-	-	-	-	-	-	-	-	-
Disabled Veteran 4 Surviving Spouse	-	-	-	-	-	-	-	-	-	-	-
100% Disabled Veterans	-	-	-	-	-	-	-	-	-	-	-
100% Disabled Veteran Surviving Spouse	-	-	-	-	-	-	-	-	-	-	-
Barn used for Sheltering Cats	-	-	-	-	-	-	-	-	-	-	-
Other Exemptions (note a)	-	-	-	-	-	-	-	-	-	-	-
HB 366 Exempt	-	-	-	-	-	-	-	-	-	-	-
Homestead	-	-	-	-	-	-	-	-	-	-	-
Leased Vehicle	-	-	-	-	-	-	-	-	-	-	-
Over 65	-	-	-	-	-	-	-	-	-	-	-
Over 65 Surviving spouse	-	-	-	-	-	-	-	-	-	-	-
Personal Property Vehicle	-	-	-	-	-	-	-	-	-	-	-
TOTAL LOST REVENUE	-	(397)	(806)	(1,227)	(1,661)	(2,108)	(2,569)	(3,043)	(3,531)	(4,034)	(19,378)
Number of Homesteads in option	9										
Savings Per Household		(44)	(90)	(136)	(185)	(234)	(285)	(338)	(392)	(448)	

Exhibit B - Options for offering Exemptions

June 18, 2018 Council Meeting

Exemption Calculation

Assumptions:

Additional Exemption Amount per homestead

13,655

Tax rate of .32950 per \$100 valuation for the next 10 years

Collection rate of 98%

Number of exemptions per 2017 Tax levy report

Exemption amount

13,665

13,665

13,665

EXEMPTION CODE	EXEMPTION NAME	3 COUNTY TOTAL	Currently applied to value	OPTION 1	OPTION 2	OPTION 3
DP	Disability	9	-	Y	Y	
DV1	Disabled Veteran 1	25	5,000		Y	
DV1S	Disabled Veteran Surviving Spouse	7	5,000		Y	
DV2	Disabled Veteran 2	27	7,500		Y	
DV2S	Disabled Veteran 2 Surviving Spouse	1	7,500		Y	
DV3	Disabled Veteran 3	42	10,000		Y	
DV4	Disabled Veteran 4	151	12,000		Y	
DV4S	Disabled Veteran 4 Surviving Spouse	25	12,000		Y	
DVHS	100% Disabled Veterans	91	100%			
DVHSS	100% Disabled Veteran Surviving Spouse	7	100%			
EX-XG	Barn used for Sheltering Cats	1				
EX-XV	Other Exemptions (note a)	40				
EX366	HB 366 Exempt	26				
HS	Homestead	2,654	5,000			
LVE	Leased Vehicle	17				
OV65	Over 65	1,184	20,000			Y
OV 65S	Over 65 Surviving spouse	16				Y
PPV	Personal Property Vehicle	2				
TOTAL HOMESTEADS INCLUDED		4,323		9	287	1200
Per homestead tax savings per year				\$ 44	\$ 44	\$ 44
TOTAL 10 YEAR LOST REVENUE				\$ (3,971)	\$ (126,641)	\$ (529,508)



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 21, 2018

AGENDA TOPIC: Award of 2018 Street Maintenance and Repair Program Bid
START/END DATE: June 21, 2018
DEPARTMENT: Public Works
PRESENTED BY: Adrian M. Garcia, P.E.

INTRODUCTION/BACKGROUND:

The City has long relied on the Chip Seal maintenance method for its annual Street Maintenance and Repair Program due to its quick cure time, general low cost, and its effectiveness at preserving pavement. Although this method contains many positive characteristics, a common concern from residents is that this method makes it difficult for pedestrian enjoyment of the roadways. Immediately after initial application and as the chip seal wears, loose aggregate accumulates on the roadway. This problem is exacerbated on curbed streets as the aggregate cannot easily leave the roadway and these areas tend to have greater number of pedestrians on the roadways. An alternate method for roadway preservation was specified on curbed streets for this year's Street Maintenance and Repair Program. This method is called a High Density Mineral Bond (HDMB) which is spray-applied to the roadways. This method carries similar pavement preservation characteristics as the chip seal and does not include large aggregate to wear off in the future. The HDMB requires a twenty-four (24) hour cure time and carries a higher comparative cost to the chip seal. Unlike the chip seal which allows traffic to return to normal the same day, the HDMB required the road to be closed for a period of approximately twenty-four (24 hours).

On May 9, 2018, the Street Maintenance and Repair Program was released for bid with two options that can be seen below:

Treatment Type	Option #1	Option #2
HDMB Square Yards	59,223	0
Chip Seal Square Yards	42,083	101,306
Total	101,306	101,306

On May 30, 2018 at 3:00 p.m. bids were opened for the 2018 Street Maintenance and Repair Program with the following Bid Tabulations:

COMPANY NAME	Option #1	Option #2
Fuquay, Inc.	N/A	\$ 318,392.16
Andale Construction Inc.	\$ 198,095.18*	N/A

*Note: Bid received includes application on 59,223 SY of the total 101,306 SY targeted for this year's program.

The scope of work for each bid received was as follows: Option #1 includes applying a High Density Mineral Bond (HDMB) to the curbed streets in this year's project area which would be 59,223 square yards (S.Y). Option #2 includes applying the standard chip seal to the entire project area which would cover 101,306 square yards (S.Y.). This calculates to an approximate unit price of \$3.64/S.Y. for Option #1 and \$3.43/S.Y. for Option #2.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The annual Street Maintenance and Repair Program aims to apply the most effective preventative maintenance procedure to each City street on an eight year cycle. The specific treatments seal the surface of the road to protect the base layer from water infiltration, which could lead to failure of the road surface, and ultimately higher repair costs in the future.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$219,465 under Street Maintenance (01-506-530) for this year's Street Maintenance and Repair Program. Alternate funds in the amount of \$93,795 are available in this same account for street repairs (base failures, crack sealing, etc.) road markings, striping, etc.

LEGAL ANALYSIS:

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

RECOMMENDATION/PROPOSED MOTION:

I move to accept the bid furnished by Andale Construction Inc. in the amount of \$ 198,095.18 with a 10% contingency in the amount of \$ 19,809.52 for a value not to exceed \$ 217,904.70 and authorize the City Manager to sign the construction agreement.

CITY OF FAIR OAKS RANCH
CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Construction Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and _____ ("Contractor").

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

Section 4. Time of Completion.

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

the time of termination. The Project shall be completed for inspection and acceptance by the City on or before August 20, 2018.

Section 5. Insurance.

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

Section 6. Miscellaneous Provisions.

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved

in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

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

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

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

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

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

terms.

Section 7. Termination.

(A) This Agreement may be terminated:

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

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

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

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

until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

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

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

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

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

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

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

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

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

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

Section 19. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements,

arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

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

Section 21. Right To Audit. City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

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

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

EXECUTED on this the _____ day of _____, 2018.

CITY:

CONTRACTOR:

By: _____
Name: Tobin Maples
Title: City Manager

By: _____
Name: _____
Title: _____

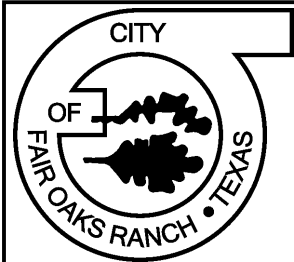
ADDRESS FOR NOTICE:

CITY

CONTRACTOR

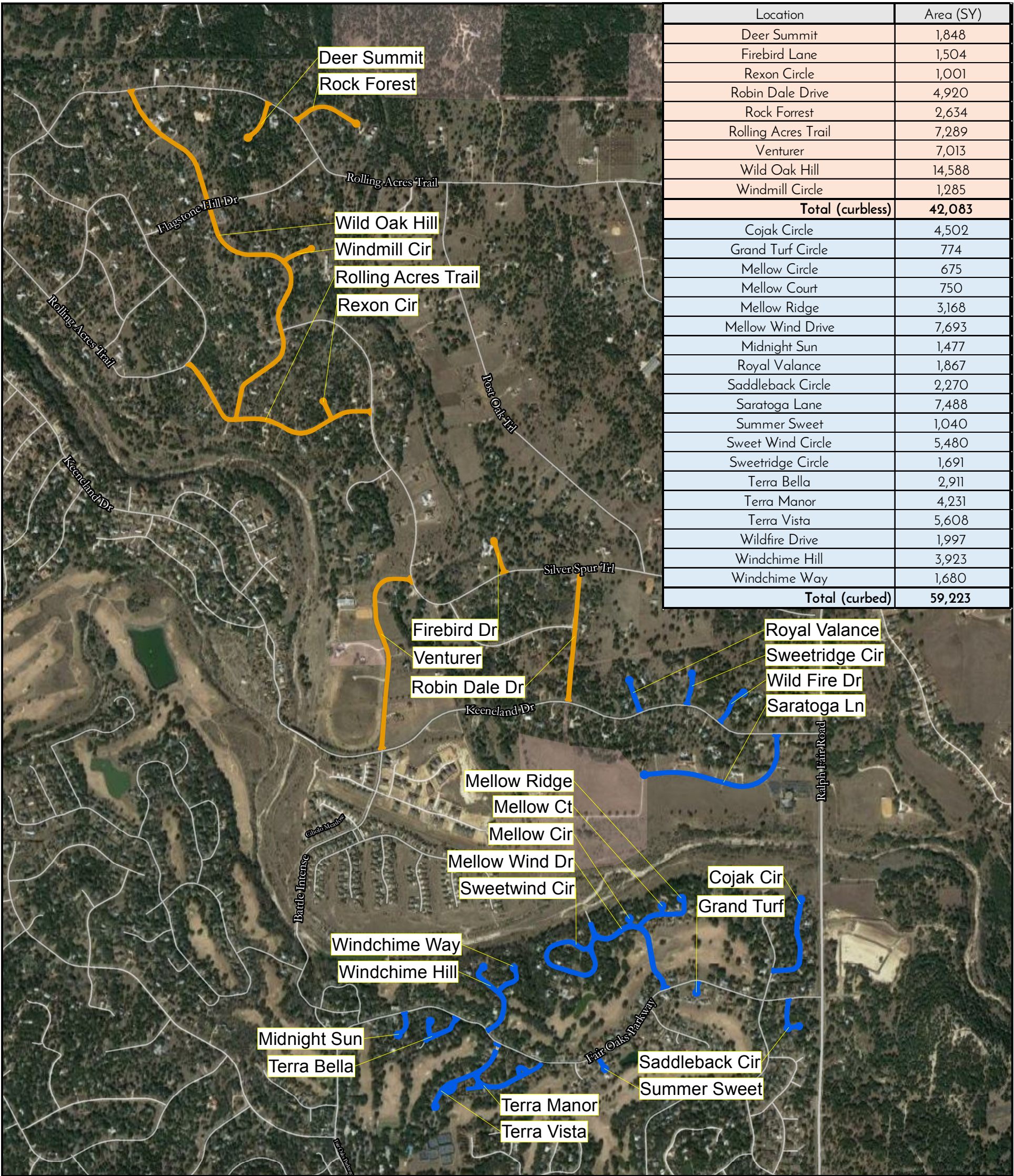
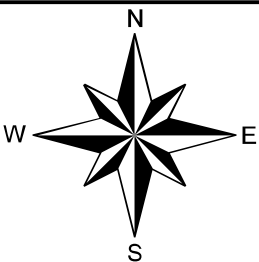
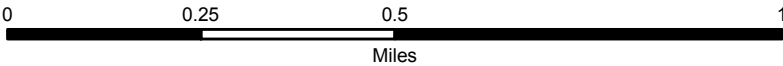
City of Fair Oaks Ranch
Attn: Tobin Maples, City Administrator
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Exhibit “A”



Scheduled Seal Coat Roads
101,306 SqYds

Curbless
Curbed



Location	Area (SY)
Deer Summit	1,848
Firebird Lane	1,504
Rexion Circle	1,001
Robin Dale Drive	4,920
Rock Forrest	2,634
Rolling Acres Trail	7,289
Venturer	7,013
Wild Oak Hill	14,588
Windmill Circle	1,285
Total (curbless)	42,083
Cojak Circle	4,502
Grand Turf Circle	774
Mellow Circle	675
Mellow Court	750
Mellow Ridge	3,168
Mellow Wind Drive	7,693
Midnight Sun	1,477
Royal Valance	1,867
Saddleback Circle	2,270
Saratoga Lane	7,488
Summer Sweet	1,040
Sweet Wind Circle	5,480
Sweetridge Circle	1,691
Terra Bella	2,911
Terra Manor	4,231
Terra Vista	5,608
Wildfire Drive	1,997
Windchime Hill	3,923
Windchime Way	1,680
Total (curbed)	59,223

Notes

- NOTE 1 ALL CURBED STREETS SHALL BE COMPLETED WITH A HIGH DENSITY MINERAL BOND (ITEM HDMB) APPLICATION AND ALL CURBLESS STREETS SHALL BE COMPLETED WITH A SEAL COAT (ITEM NO. 204).
- NOTE 2 FOR SEAL COAT (ITEM NO.204) THE ASPHALTIC MATERIAL SHALL BE CHFRS- 2P EMULSIFIED ASPHALT. THE AGGREGATE FOR ROADS SHALL BE GRADE 5 IGNEOUS TRAP ROCK.
- NOTE 3 SPECIAL CARE SHALL BE TAKEN IN SEAL COATING THE CIRCLES AT THE ENDS OF CUL- DE- SACS TO ENSURE THAT THE AGGREGATE IS PROPERLY SEATED. EXCESSIVE AGGREGATE MUST NOT BE APPLIED AND THE CIRCLES MUST BE FULLY ROLLED TO COMPENSATE FOR THE LACK OF A STEADY VOLUME OF STRAIGHT AHEAD VEHICULAR TRAFFIC
- NOTE 4 ON THOSE ROADS THAT HAVE PAVEMENT MARKERS OR BLUE FIRE HYDRANT MARKERS, THE MARKERS SHALL BE REMOVED PRIOR TO THE APPLICATION OF THE SEAL COAT. CONTRACTOR IS RESPONSIBLE TO REPLACE ALL DAMAGED MARKERS.
- NOTE 5 SEAL COAT SHALL BE PLACED TO SEAL THE SEAM BETWEEN THE CURB AND THE EDGE OF PAVEMENT. THE SEAL COAT SHALL NOT EXTEND MORE THAN ONE INCH ON THE CURB.
- NOTE 6 APPLICATION OF THE SEAL COAT SHALL HAVE NO VISIBLE SEAM WHERE A TIE- IN IS MADE, GIVING THE APPEARANCE OF A HOMOGENEOUS APPLICATION. IN ADDITION, STARTS AND STOPS SHOULD BE PROPERLY PROTECTED FROM EXTRA OVERLAY OF SEAL COAT
- NOTE 7 DO NOT ALLOW SEAL COAT MATERIAL IN BETWEEN MANHOLE COVER AND FRAME.

Street Maintenance and Repair Program
2018
Location Sheet, Seal Coat Schedule and Notes

No.	Issue	By	Date
1			
2			
3			
4			

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Fair Oaks Ranch

Attn: Tobin Maples, City Administrator
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Exhibit "C"

Evidence of Insurance