



CITY OF FAIR OAKS RANCH
AGENDA – CITY COUNCIL REGULAR MEETING
September 3, 2015; 9:30 a.m.
Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn
AMENDED

I. ROLL CALL – DECLARATION OF A QUORUM

II. OPEN MEETING

Pledge of Allegiance.

III. PUBLIC HEARINGS A

- A. 1st Public Hearing on the proposed FY2015/16 budgets. P42-P46
B. 1st Public Hearing on the 2015 property tax rate of \$.3073 per \$100 valuation. P47

IV. BUDGET WORK SESSION A

Direction to staff regarding changes to the final FY 2015-16 proposed Budget to be adopted on September 21, 2015 at 9:30 a.m. P49

V. CITIZENS and GUEST FORUM

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. Citizens to be Heard

VI. DISCUSSION ITEMS

- A. Presentation and discussion of the proposed Owens Property Development by Scott Felder Homes. – Interim City Administrator/Marcus Moreno P1-P13
B. Presentation and discussion of water availability study. – Interim City Administrator/Grant Snyder
C. Presentation and discussion on Federal Stormwater Mandates. – Interim City Administrator/Joe Dumenil
D. Presentation and discussion of Proposed Capital Improvement Projects 2015-2020. P14-P41
– Public Works Director/Interim City Administrator

VII. RECESS FOR LUNCH

VIII. RECONVENE

Reconvene from lunch at 1:00 p.m.

IX. PUBLIC HEARINGS B

- C. 1st Public Hearing on the proposed FY2015/16 budgets. P42-P46
D. 1st Public Hearing on the 2015 property tax rate of \$.3073 per \$100 valuation. P47

Reconfirmation that the 2015 property tax rate is to be voted on September 21, 2015 at 9:30 a.m. P48

X. BUDGET WORK SESSION B

Direction to staff regarding changes to the final FY 2015-16 proposed Budget to be adopted on September 21, 2015 at 9:30.a.m. P49

XI. REQUESTS TO PLACE ITEMS ON A FUTURE AGENDA

XII. ADJOURNMENT

Signature of Agenda Approval:



I, Priscilla Abrego, City Secretary, certify that the above Amended 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 9:30 a.m., Monday, August 31, 2015 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 *Tex Gov't 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).

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

**DEVELOPMENT AGREEMENT
AMONG
CITY OF FAIR OAKS RANCH, TEXAS, DAVID and DIANNE OWENS, and SCOTT
FELDER HOMES, LLC**

This Development Agreement ("Agreement") is by and among the City of Fair Oaks Ranch, Texas, a Texas General Law Type A municipality, situated in Bexar County, Texas (the "City"); Dianne and David Owens (the "Landowner"), and Scott Felder Homes, LLC ("Developer"). The term "Parties" or "Party" means the City, the Landowner, and the Developer collectively or singularly.

RECITALS

WHEREAS, Landowner owns approximately 145 acres of land in located in Bexar County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property");

WHEREAS, Landowner and Developer have entered into a Purchase Sale Agreement for the Property;

WHEREAS, Developer intends to purchase the Property for the purpose of constructing a master planned single family residential development;

WHEREAS, the Property is located within the extra-territorial jurisdiction of the City;

WHEREAS, the City finds development agreements to promote master-planned communities are an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, the Parties agree that the extension of centralized utilities to new development provides superior environmental protections to those available from individual water wells and septic systems;

WHEREAS, the City has filed an application with the Texas Commission on Environmental Quality ("TCEQ") to expand the City's Certificate of Convenience and Necessity ("CCN Application") that would, in part, include the Property; and

WHEREAS, the City Council has found that the development of the Property in compliance with this Agreement will serve a public purpose and benefit the economy of the City and the best interests and welfare of the public.

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement, the benefits described below, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

ARTICLE 1
AUTHORITY, TERM, BENEFITS AND DEFINITIONS

1.01 Authority. Authority for the City and the Developer to enter into this Agreement exists under the City Charter of the City, Article 10.03 of the City Code, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, ("Subchapter G"), Chapter 395 of the Tex. Local Government Code; Chapter 271, Texas Local Government Code and such other statutes as may be applicable.

1.02 Project Defined. The Project established by the Agreement is a master-planned residential subdivision. The Project, includes the preparation and recording of subdivision plats, the construction of Subdivision Infrastructure (defined below) to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement (the "Project"). The Project may include multiple phases for platting and construction purposes.

1.03 Benefits.

(a) The City desires to enter into this Agreement to provide additional control to the development standards for the Property.

(b) The Developer will dedicate to the City the approximately ___ acres of land described in the attached Exhibit "B" at no cost to the City ("Donation Land").

(c) This Agreement provides: (i) alternative standards under certain City ordinances for the benefit of the Property but only as allowed under Section 212.172 of the Tex. Local Government Code; and (ii) the City's commitment to provide water and wastewater service to Property based on the Land Use Plan. The City's execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Developer's execution of this Agreement constitutes a valid and binding obligation of the Developers.

1.04 Term. The term of this Agreement will commence on the Effective Date and continue for 270 days, unless Developer acquires title to the Property and delivers a copy of the recorded deed to the City within said 270 day period. If Developer acquires title to the Property and delivers a copy of the recorded deed to the City within said 270 days, then the term of this Agreement shall be ten (10) years from the Effective date ("Term"). After the first Term, this Agreement may be extended for successive five-year periods upon written agreement signed by Developer and the City.

1.05 Control of Development. Developer intends to develop the Property in a manner which results in enhancing the tax base of the City. Notwithstanding any provision of the Code of Ordinances or uncodified ordinances of the City (the "Code") to the contrary, the timing and sequencing of the development of the Property will be based on market demand and conditions and will be completed as and when Developer determines it to be economically feasible.

1.06 Applicable Rules. The Code and City rules, and regulations in effect and made applicable to the Project as of the Effective Date of this Agreement and specifically modified in their application to the Project by this Agreement ("Applicable Rules"). During the Term of this Agreement, the Applicable Rules will apply to and govern the requirements for: (a) subdividing and recording final plats; (b) the Permitted Uses; (c) development of the Project; and (d) the provision of water and wastewater services by the City. Except as otherwise provided in this Agreement, no City regulations adopted after the Effective Date of this Agreement that amend, add to, or alter the Applicable Rules, whether by means of an ordinance, resolution, policy, order, or otherwise, will modify or amend the rights of the Developers to develop the Project as provided in this Agreement, unless (a) mandated by State Law; (b) Developer elects, at their discretion, to have all or some of the Project become subject to a subsequently adopted change to an Applicable Rules; or (c) the application of the amended, added or altered Applicable Rules is agreed to, in writing, by Developers and the City.

1.07 Lot. A parcel of land described by a subdivision plat recorded in the Official Public Records of Bexar County, Texas.

ARTICLE 2 ANNEXATION

2.01 Voluntary Annexation.

(a) This Agreement constitutes Landowner's voluntary petition for the annexation of the Property. The Effective Date of this Agreement shall constitute the effective date of Landowner's petition for voluntary annexation.

(b) Within thirty (30) days of the Effective Date, the City will set the date and location of the two public hearings required by Section 43.063(a) of the Texas Local Government Code. The City will hold and complete the two public hearings described in the preceding sentence within ninety (90) days of the Effective Date of this Agreement.

(d) The City will schedule a City Council vote on instituting annexation proceedings within the time frame required by Section 43.063(a) of the Texas Local Government Code to institute annexation proceedings.

2.02 Municipal Service Plan. Developer and City agree that the parties have negotiated a municipal service plan, attached hereto as Exhibit "C" ("Municipal Service Plan") that is sufficient and adequate and hereby binds and obligates Developer, its grantees, successors, purchasers or assigns to install water, wastewater and drainage infrastructure required by this

Agreement to service the Project and upon acceptance by the City, the City shall be obligated from such dedication and acceptance to maintain the infrastructure and to provide services. The Municipal Service Plan will be used as the municipal service plan when the City annexes any portion of the Property. The City intends to annex the Property within ninety (90) days after the date of the first reading on the ordinance annexing the Property, if such annexation is approved and adopted by the City Council. The proposed ordinance for annexing the Property is attached as Exhibit "D".

2.03 Land Use Upon Annexation. On the effective date of the annexation of the Property, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered for the uses and development standards set forth in this Agreement. City may initiate the zoning of the Property at any time after the effective date of the annexation. Upon the adoption of permanent zoning for the Property, the applicable City Code provisions will be subject to the terms, provisions and conditions of this Agreement.

ARTICLE 3 DEVELOPMENT STANDARDS AND REVIEW PROCEDURES

3.01 Generally. Except as provided in this Agreement, all development applications and development of the Property will comply with the Applicable Rules, as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City. If there is any conflict between the terms of this Agreement and the Applicable Rules, the specific terms of this Agreement will control. The City's review and action upon permit applications by Developers with respect to plats and other Project Approvals, that are compliant with this Agreement, will not be unreasonably conditioned, withheld or delayed. Developer intends to cause the filing of preliminary plat, final plat and subdivision construction plans prior to Developer purchasing the Property.

3.02 Permitted Uses. Except as provided in this Agreement, the Property shall be developed as single family detached houses and accessory structures connected to the City's water and wastewater systems. The minimum size of a residential Lot will be 15,000 square feet. Model homes may be used for marketing purposes.

3.03 Land Use Plan. Developer has submitted to the City a Land Use plan for the subdivision and development of the Project. A copy of the Land Use plan is attached hereto and incorporated herein for all purposes as Exhibit "E" (the "Land Use Plan"). The Land Use Plan constitutes a development plan for the Project, as provided in Subchapter G.

3.04 Development Intensity. Subject to the permitted uses set forth in Section 3.02, the total allowable level of development of the Project shall be limited by the number of detached single family residences. The intensity and timing of development within the Project will be determined solely by Developer; provided, however, that the intensity of development of the Project shall not exceed 72 detached single family residences. So long as Developer does not increase the total level of allowable development, Developer may amend the Land Use Plan and

may amend the layout of lots and on-site infrastructure to serve the Project in compliance with this Agreement. The Land Use Plan will be effective for the Term of this Agreement.

3.05 Preliminary Plat. The preliminary plat for the Project must comply with the requirements of this Agreement and generally comply with the Land Use Plan. The Donation Land will not be included in the preliminary plat for the Project. The preliminary plat may show lot layouts and street alignments different than shown in the Land Use Plan, without amending the Land Use Plan; so long as the total level of development. If the preliminary plat application complies with the terms of this Agreement, the City will approve the preliminary plat upon the request of Developer.

3.06 Final Plats. Final plats may be approved and constructed in one or more sections. Developer may submit subdivision construction plans concurrently with a final plat application. If the Developer records a final subdivision plat of any phase or section of the Project, the rights, duties and obligations of the Developer pursuant to this Agreement and the Applicable Rules shall, with respect to such section or phase, survive the termination of this Agreement. So long as this Agreement remains in effect, re-platting of a portion of the Project shall be deemed controlled by the Applicable Rules as if the same were an original platting under the terms of this Agreement.

3.07 City Review and Approval. This Agreement will govern the review and approval of preliminary plats, final plats, subdivision construction plans and other approvals, variances or other municipal authorizations hereafter required or requested by Developer. In anticipation of the voluntary annexation of the Property within 270 days of the Effective Date of this Agreement, the City does not require Developer to submit a subdivision application to Bexar County for review or approval. The City will accept and review applications for preliminary plats, final plats, subdivision construction plans and site development permits for the Property. City will approve applications for preliminary plats, final plats and site development permits for the Property if said applications are in accordance with the requirements of this Agreement. Final plats, subdivision construction plans, and site development plans hereafter approved pursuant to this Agreement shall expire on the latter of the expiration of this Agreement or the date established by the Applicable Rules.

3.08 Modification of Specific Code Provisions. The following provisions of the Code are hereby modified:

- a. Article II, Section 2.A of the Subdivision Ordinance is modified to read: "The approval recommendation of the preliminary plat shall expire on the latter of the expiration of this Agreement or the date established by the Code."
- b. Article II, Section 6.C of the Subdivision Ordinance is modified by defining a Protected Tree as 16 inches or larger.
- c. The second sentence of Article III, Section 6.G of the Subdivision Ordinance is modified to read: "The proposed removal of Juniperis Ashei (Common Cedar) and Mesquite which is twenty four inches (24") in caliper size or smaller is also excluded from the requirements of this article [section]."

3.09 Building Permits. No building permits shall be issued on land for which a final plat has not been recorded, with the exception of construction and sales trailers or temporary facilities designed to prepare for, oversee, or manage the land planning, construction,

or sales processes. The City will issue building permits for buildings to be constructed within a portion of the Property for which a final plat has been approved and recorded if the City has either accepted the completed subdivision infrastructure improvements for such phase, or the Developer has posted adequate fiscal surety for the subdivision infrastructure in a form approved by the City Manager of the City and Developer has begun construction of the subdivision infrastructure. The City will not issue a certificate of occupancy for any building until the City has accepted the subdivision infrastructure that serves the lot where the building is located.

3.10 Land Dedication to the City. Developer will dedicate approximately ___ acres as shown in Exhibit "B" to the City to satisfy its requirements of Article III, Section 7, Exhibit A Subdivision Ordinance. The City may use some of the Donation Land to locate a new sewer treatment plant. The dedicated land shall be owned and maintained by the City. Developer will deliver to the City fully executed documents dedicating the Donation Land to the City free and clear of all liens within thirty (30) days of the annexation of the Property.

3.11 Platted Lots and FORHA. Upon the annexation of the Project and recording of subdivision plat for all or a portion of the Project, Developer will make application to Fair Oaks Ranch Homeowners Association ("FORHA") for the admission of the Lots into FORHA.

3.12 Effect of Recorded Plat. If a subdivision plat is approved pursuant to the Applicable Rules and is recorded, the Applicable Rules associated with said subdivision plat shall run with the plat and be and remain in full force and effect until the Owner thereof, or the Owner of a Lot therein, otherwise makes application for and obtains approval of a change of the use or occupancy to a use or occupancy not permitted by the permanent zoning of the Lot.

3.13 Right to Continue Development. In consideration of Developer's agreements herein, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, including utilities, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, except as applicable to the entirety of the City, or as reasonably necessary for the area of the City within which the Project is located; provided all such rights and the rights of Developer shall be subject to the terms, conditions and provisions of this Agreement. No City-imposed moratorium, growth restriction, or other limitation other than as provided for in this Agreement affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Project if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Developer's obligations or decreasing Developer's rights and benefits under this Agreement; provided that this Section 3.13 will not apply to temporary moratoriums uniformly imposed throughout the City or within the area of the City in which the Project is located due to insufficient water or wastewater facilities, or an emergency constituting a threat to the public health or safety, and that continues only during the duration of the emergency or the period when insufficient water or wastewater capacity. However, nothing in this Agreement is intended or should be construed as Developer waiving any of its rights under *Chapt. 212, Subchapt. E, Tex. Loc. Gov't. Code.* or the City waiving any rights or authority that it may have under the Applicable Rules, or under State or Federal law then in effect.

**ARTICLE 4
PUBLIC STREETS AND SUBDIVISION INFRASTRUCTURE**

4.01 Subdivision Infrastructure. All streets, roads, sidewalks, drainage, water and wastewater lines and facilities and all other infrastructure required by a recorded subdivision plat ("Subdivision Infrastructure") will be constructed by Developer to meet Code standards and will be dedicated and conveyed to the City at no cost to the City.

4.02 Satisfactory Completion of Subdivision Infrastructure. Developer's engineer shall provide a certificate of completion to the City and the City shall conduct a final inspection of Subdivision Infrastructure within ten (10) business days. The City shall within a ten (10) business days of conducting the final inspection provide a list of deficiencies found in the inspection so that when the deficiencies are corrected, Subdivision Infrastructure will meet the requirements for acceptance by the City for ownership, operation and maintenance. Developer shall be responsible for having those deficiencies remedied. Upon request, the City shall then re-inspect Subdivision Infrastructure within ten (10) business days, and if all deficiencies have been remedied to the City's satisfaction, the City shall furnish a Letter of Satisfactory Completion to Developer stating that the Subdivision Infrastructure has been constructed in substantial compliance with the Approved Plans, meets all applicable testing requirements and otherwise complies with the requirements of the City to accept Subdivision Infrastructure for ownership, operation and maintenance.

4.03 City Acceptance of Subdivision Infrastructure.

(a) As a precondition to the City's final acceptance of Subdivision Infrastructure, the following shall be delivered to the City: three (3) sets of certified "As Built" record drawings of the Subdivision Infrastructure, in both hard copy and a digital format, as requested by the City; executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer reasonably requested by the City, in a form and content reasonably acceptable to the City, to evidence the City's ownership of same. Contemporaneously therewith, all bonds, warranties, guarantees, and other assurances of performance, record drawings, easements, project manuals and all other documentation related to a Subdivision Infrastructure to be accepted will also be delivered to the City. Utility easements for water and wastewater lines and other utility facilities within the Project may be conveyed by plat dedication or separate agreement and must be conveyed or dedicated to the City prior to the City's acceptance of Subdivision Infrastructure.

(b) Upon the City issuing a Letter of Satisfactory Completion, Developer shall dedicate the Subdivision Infrastructure to the City. The City shall accept each such completed Subdivision Infrastructure for ownership, operation and maintenance fifteen (15) business days of Developer's dedication of the Subdivision Improvement to the City. The City shall not unreasonably deny, delay, or condition its acceptance of such Subdivision Improvement.

4.04 City to Own, Operate and Maintain Subdivision Infrastructure. From and after the time of the City's final acceptance of Subdivision Infrastructure, the City will own, operate, and maintain the Subdivision Infrastructure and shall be responsible for all costs associated with same. Upon the City's acceptance of all the Subdivision Infrastructure within a particular subdivision plat and the City's acceptance of water and wastewater service lines within

said recorded final plat, Developer shall be allowed to connect to the accepted water and wastewater service lines in such a manner to serve lots within the recorded plat.

ARTICLE 5 WATER AND WASTEWATER SERVICE

5.01 Intent of the Parties Regarding Utility Services. As of the Effective Date, the City represents that it has sufficient water and wastewater treatment capacity to allow service connections for 72 single family residences on estate sized lots. The City represents that it has rights to treated water to meet its overall water service obligations, including providing water service to the Project in accordance with the terms of this Agreement. The City represents that the TCEQ has approved the CNN Application.

5.02 General Conditions For Connections to the City Utility System.

(a) The City and the Developer have agreed upon the size, type and location of a gravity wastewater line that will connect the Project to the City's wastewater treatment system (the "Off-Site Sewer Line"). Parties acknowledge that the City cannot deliver wastewater services to the Project unless the Off-Site Sewer Line, as described in the attached Exhibit "F", is constructed in accordance with City approved construction plans and specifications and then accepted by the City. The City acknowledges, in proceeding with the construction of the Off-Site Sewer Line, that Developer is relying on the City's performance of the City's obligation to timely provide water and wastewater service for 72 single family residences.

5.03 Service Commitment. Subject to the completion of the Off-Site Sewer Line, the City hereby commits 75 LUEs of water and wastewater service to the Project based on a ¾ inch water meter for each single family residence.

5.04 Service Connections. The City will timely provide water and wastewater service to Lots within the Project, and will connect each single family residential unit or structure for another permitted use to the City's water and wastewater system upon payment of applicable fees and will provide water and wastewater service for the residential unit or structure on the same terms and conditions as provided to all other utility customers of the City.

5.05 Off-Site Sewer Line Construction Obligations. Developer shall pay all costs for the design, engineering and construction of the Off-Site Sewer Line. Sections 4.02, 4.03 and 4.04 shall apply to the City's inspection, acceptance and operation of the Off-Site Sewer Line.

5.06 Service Units Defined. (a) The size of a water meter required for any particular residential or non-residential structure shall be determined according to the City's applicable construction and plumbing standards in effect at the time that the building permit for that structure is approved, and the number of LUEs per meter to be accounted for hereunder shall be based on Chapter 10 ("Utilities"), Article 10.01, of the Code, which is incorporated into this Agreement for the limited purposes set forth in this Agreement.

(b) If the City modifies: (i) the definition of an LUE as compared to the LUE definition incorporated into this Agreement; (ii) water pressure requirements for a service

connection to land within the Project; (iii) fire flow requirements for the issuance of building permits and certificates of occupancy without the installation of a sprinkler system; (iv) a Utility or Subdivision Improvement required for the City to provide water and wastewater service to any portion of the Project; or (v) any other aspect of water and wastewater service standards, the City shall be responsible for the timely design and construction of any additional utility facilities that would be necessary for the City to meet its water and wastewater service obligations under this Agreement, unless such modification by the City is in response to a request for more than 75 LUEs of water and wastewater service. If the modifications described in the preceding sentence are required by federal or state law or regulations, the Parties shall consult regarding a reasonable resolution to funding such modifications.

5.07 Use of City Property and Easements. The City hereby consents, at no cost to Developer, to the use of any and all appropriate and available City rights-of-way, sites or easements that may be reasonably necessary to construct the Off-Site Sewer Line, or for Developer to perform its obligations under this Agreement.

5.08 Easement Acquisition. The Off-Site Sewer Line and related easements are necessary and required by the City for the City to provide water and wastewater service to the Project. The City further agrees that there exists a public necessity for the construction of the Off-Site Sewer Line; therefore, the City agrees to cooperate and support Developer's acquisition of necessary easements from third parties.

5.09 Use of Condemnation. The City Council has found that the development of the Property in compliance with this Agreement will benefit the economy of the City and serve the best interests and welfare of the public. Therefore, if Developer determines that it may be necessary for the City to use its eminent domain powers to acquire property or an interest in property to install the Off-Site Sewer Line required by the City pursuant to this Agreement, Developer will make a request to the City to proceed with the acquisition of the easement in compliance with applicable law. The City will act on such a request within sixty (60) calendar days. If the City Council makes a finding that such requested easement is necessary to accomplish a public purpose and is otherwise lawful, the City Council may exercise its powers of eminent domain to attempt to acquire the requested easement. The Parties agree to work cooperatively toward allowing the initiation of construction of the Off-Site Sewer Line on an easement being acquired by the City at the earliest time lawfully permitted. Developer shall be responsible for all costs incurred for the acquisition of the easement or land necessary for the construction of the Off-Site Sewer Line, whether by condemnation or conveyance in lieu thereof, including the City's attorney's fees, legally-required bonds, and deposits required by the City. If the City Council authorizes the filing of condemnation proceedings, it will use reasonable efforts to pursue such within the minimum time allowed under state law.

ARTICLE 6

ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

6.01 Assignment of Developer Rights. Developer may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event

Developer assigns all of its respective rights under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Bexar County, Texas in order to be effective. This Agreement may be assigned by Developer without the consent of the City to any Developer-affiliated or related entity and Developer will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City. Any assignment of Developer's rights and obligations hereunder to an entity that is not affiliated with or related to Developer will not release Developer of their respective obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

6.02 Lot Conveyance Not an Assignment. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Developer shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

6.03 Agreement Binding on Assigns. This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Developer, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Developer or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

ARTICLE 7 DEFAULT AND NOTICE

7.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

7.02 Enforcement; Waiver. A Party may enforce this Agreement by any proceeding at law or equity. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

7.03 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City

intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the city council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

7.04 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section I; or (iii) one (1) business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Fair Oaks Ranch
Attn: City Administrator
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Any notice mailed to the Developer shall be addressed:

Scott Felder Homes
Attn: Steve Krasoff
6414 River Place Blvd, Ste. 100
Austin Texas 78730

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE 8 PROPERTY AND MORTGAGEE OBLIGATIONS

8.01 Mortgagee Acceptance. Developer shall assure that any mortgage financing obtained for the Property and the Project includes a provision that obligates the mortgagee to continue this Agreement in full force and effect subject to its terms and provisions in the event of a foreclosure or other action by such mortgagee, with a good and sufficient subordination provision, and any such mortgagee shall be deemed to have taken a security interest in the Property with notice of and subject to this Agreement. Developer shall provide the City with an executed copy of a subordination agreement that is consistent with the requirements of this Agreement.

8.02 Mortgagee Protection. This Agreement will not affect the right of Developer to encumber all or any portion of the Property by mortgage, deed of trust or other instrument to

secure financing for the Project, subject to the terms and provisions of Section 8.01. The City understands that a lender providing financing of the development of the Property ("Lender") may require interpretations of or modifications to this Agreement and agrees to not unreasonably refuse to cooperate with Developer and its Lenders' representatives in connection with any requests for interpretations or modifications so long as such modifications are not substantially inconsistent with the terms of this Agreement. The City agrees not to unreasonably condition, withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

- (a) Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property.
- (b) The City will, upon written request of a Lender given to the City by certified mail, return receipt requested, at the addresses provided in Section 7.04, provide the Lender with a copy of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.
- (c) Upon default by Developer under this Agreement, a Lender may, but will not be obligated to, promptly cure any default during any cure period extended to Developer, either under this Agreement or under the notice of default.
- (d) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such Property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Developer arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that Property until all delinquent fees and other obligations of Developer under this Agreement that relate to the Property have been paid or performed.

8.03 Certificate of Compliance. Within thirty (30) days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

- (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification;
- (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and
- (c) any other information that may be reasonably requested. The City Manager or the Mayor will be authorized to execute any requested certificate on behalf of the City.

**ARTICLE 9
MISCELLANEOUS**

9.01 **Multiple Originals.** The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

9.02 **Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

9.03 **Recordation.** This Agreement will be recorded in the Official Public Records of Bexar County, Texas.

9.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect.

9.05 **Termination or Amendment By Agreement.** This Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Developer, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Developer of only the portion of the Property affected by the amendment or termination.

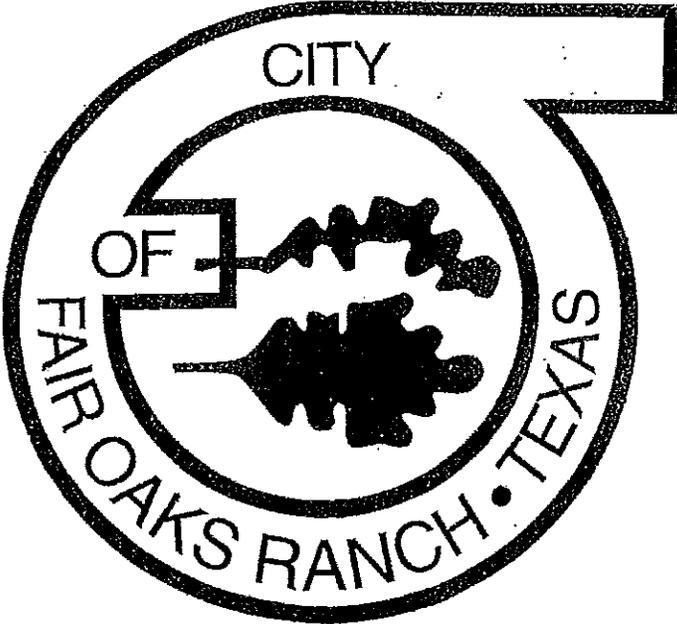
9.06 **No Oral or Implied Waiver.** The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

9.07 **No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

9.08 **Effective Date.** This Agreement is legally effective and enforceable upon the execution of this Agreement by all the parties and the recording of this Agreement in the Official Public Records of Bexar County, Texas. The fully executed Agreement will be delivered to Prosperity Title Company of San Antonio, 2338 N. Loop 1604 W., Suite 110, San Antonio, Texas 78248 unless Landowner and Developer have designated a replacement title company.

[Signature Pages Follow]

City of Fair Oaks Ranch
PROPOSED CAPITAL IMPROVEMENT PROJECTS



FY 2015-2020

Public Works Department

MEMO

To: Fair Oaks Ranch, City Council Officials

From: Public Works Department

Date: 9/3/2015

Re: Capital Improvement Projects (2015-2020)

The following memo serves to transmit present and future Proposed Capital Improvement Projects that are currently scheduled and proposed to be scheduled for the fiscal years 2015-2020. The four categories of projects include Bond Projects, Tax Funded Projects, Water, and Wastewater improvement projects. Each project has a Map ID that corresponds to the attached Map titled, "Capital Improvement Projects." Each project is also explained in detail on the attached "CIP Project Request Forms" that contain each Map ID in the upper right hand corner. All project fiscal years and costs are estimated and are subject to change.

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: 12" Connection to Elevated Storage Tank

Project Description:

This project consists of a 12-inch line connecting the new 0.5 MG EST to the northernmost part of the existing water distribution system.

Justification:

This project will allow for future growth and for additional transmission capacity of the future 0.5 MG EST.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering		\$ 145,446			
ROW Acquisition					
Utility Relocation					
Construction		\$ 969,638			
FF&E					
Total	\$ -	\$ 1,115,083	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$1,115,083

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: North Elevated Storage Tank

Project Description:

This project consists of a 0.5 MG Elevated Storage Tank near the intersection of the Comal/Kendall County Line and Amman Road.

Justification:

This project will provide additional floating storage to serve growth.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design			\$ 123,500		
Engineering				\$ 123,500	
ROW Acquisition					
Utility Relocation					
Construction				\$ 2,470,000	
FF&E					
Total	\$ -	\$ -	\$ 123,500	\$ 2,593,500	\$ -

TOTAL PROJECT COST \$2,717,000

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: 12-inch Parallel from Plant #2

Project Description:

This project consists of a 12-inch parallel line running from Plant #2 to the existing 10-inch line along Fair Oaks Pkwy.

Justification:

This project will provide additional transmission capacity for Plant #2 and allow for future growth.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering		\$ 234,710			
ROW Acquisition					
Utility Relocation					
Construction			\$ 1,564,680		
FF&E					
Total	\$ -	\$ 234,710	\$ 1,564,680	\$ -	\$ -

TOTAL PROJECT COST \$1,799,390

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: 0.5 MG Ground Storage Tank

Project Description:

This project consists of construction of a new 0.5 MG ground storage tank at the GBRA delivery point.

Justification:

This project will allow for additional supply from GBRA to Plant #5 and provide for future growth.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering				\$ 117,000	
ROW Acquisition					
Utility Relocation					
Construction					\$ 780,000
FF&E					
Total	\$ -	\$ -	\$ -	\$ 117,000	\$ 780,000

TOTAL PROJECT COST \$897,000

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: 12-inch Parallel from GBRA to Plant #3

Project Description:

This project consists a 12-inch line parallel to the existing 10-inch from the existing GBRA delivery point to Plant #3.

Justification:

This project will provide additional transmission capacity for Plant #5 and allow for future growth.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering					\$ 208,260
ROW Acquisition					
Utility Relocation					
Construction					\$ 1,388,400
FF&E					
Total	\$ -	\$ -	\$ -	\$ -	\$ 1,596,660

TOTAL PROJECT COST \$1,596,660

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: New Groundwater Well

Project Description:

This project consists of a new groundwater well near Keeneland Drive and High Cliff.

Justification:

This project will provide additional water supply for future growth.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering			\$ 87,750		
ROW Acquisition					
Utility Relocation					
Construction			\$ 585,000		
FF&E					
Total	\$ -	\$ -	\$ 672,750	\$ -	\$ -

TOTAL PROJECT COST \$672,750

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Water Distribution Creek Crossing Improvements

Project Description:

This project consists of taking proactive measures to protect distribution lines that cross creeks.

Justification:

Many instances of PVC pipes being exposed in creeks have occurred over the years. This project will protect those lines via concrete encasing or a new material selection.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering		\$ 75,000			
ROW Acquisition					
Utility Relocation					
Construction		\$ 500,000			
FF&E					
Total	\$ -	\$ 575,000	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$575,000

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Water Storage Tank Cathodic Protection

Project Description:

This project consists of applying a Cathodic protection to water distribution storage tanks.

Justification:

This project will attempt to protect water tanks from corrosion due to water storage.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering					
ROW Acquisition					
Utility Relocation					
Construction		\$ 150,000			
FF&E					
Total	\$ -	\$ 150,000	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$150,000

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Intrepid/Silver Spur Water Line

Project Description:

This project consists of replacing a water line that runs along Intrepid up to the intersection of Silver Spur Trail and Rolling Acres Trail.

Justification:

This project will replace an existing lines that has been repaired many times over the past few years. New bedding and new pipe will attempt to remedy this situation.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering	\$ 67,948				
ROW Acquisition					
Utility Relocation					
Construction		\$ 407,687			
FF&E					
Total	\$ 67,948	\$ 407,687	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$475,635

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: 8" Setterfeld Waterlines

Project Description:

This project consists of 8" waterlines in the Setterfeld subdivision.

Justification:

This project will allow for the anticipated growth of the Setterfeld Subdivision.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering		\$ 168,389			
ROW Acquisition					
Utility Relocation					
Construction			\$ 1,122,590		
FF&E					
Total	\$ -	\$ 168,389	\$ 1,122,590	\$ -	\$ -

TOTAL PROJECT COST \$1,290,979

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: 12" Line to Western ETJ/ Dietz Elkhorn Interconnect

Project Description:

This project consists of a waterline that will be located on Dietz Elkhorn on the west side of the City.

Justification:

This project will create an interconnection within the water system that currently exists as a gap in the system.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering	\$ 18,027				
ROW Acquisition					
Utility Relocation					
Construction		\$ 108,162			
FF&E					
Total	\$ 18,027	\$ 108,162	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$126,189

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: 12- inch Meadow Creek Trail Connection to Stone Creek

Project Description:

This project consists of a waterline that runs alongside Meadow Creek Trail up to Stone Creek.

Justification:

This project will create an interconnection within the water system that will connect the North to the South part of the City.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering	\$ 137,282				
ROW Acquisition					
Utility Relocation					
Construction		\$ 823,695			
FF&E					
Total	\$ 137,282	\$ 823,695	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$960,977

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Water Distribution Interconnect on Fair Oaks Parkway

Project Description:

This project consists of a waterline that runs alongside Fair Oaks Parkway.

Justification:

This project will replace an existing water line that is undersized for the amount of customers that it services.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering	\$ 55,468				
ROW Acquisition					
Utility Relocation					
Construction		\$ 332,806			
FF&E					
Total	\$ 55,468	\$ 332,806	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$388,274

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Water System Emergency Connection to SAWS

Project Description:

This project consists of a waterline that will connect to a SAWS line on 1H-10.

Justification:

This project will allow us to provide water into our system, via SAWS, during times of emergency.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering					\$ 22,425
ROW Acquisition					
Utility Relocation					
Construction					\$ 149,500
FF&E					
Total	\$ -	\$ -	\$ -	\$ -	\$ 171,925

TOTAL PROJECT COST \$171,925

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: 8/10" Post Oak Creek Wastewater Lines

Project Description:

This project consists of an eight or ten inch sewer line running along the north bank of Postoak Creek and connecting to the proposed 10-inch line that will cross the Cibolo Creek.

Justification:

This project will allow for future growth near the confluence of Postoak Creek and Cibolo Creek.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering		\$ 53,580			
ROW Acquisition					
Utility Relocation					
Construction			\$ 357,150		
FF&E					
Total	\$ -	\$ 53,580	\$ 357,150	\$ -	\$ -

TOTAL PROJECT COST \$410,730

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: 10" Cibolo Creek Crossing

Project Description:

This project consists of 10-inch sewer line crossing Cibolo Creek from north to south near the WWTP.

Justification:

This project will allow for future growth near the confluence of Postoak Creek and Cibolo Creek.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering			\$ 57,140		
ROW Acquisition					
Utility Relocation					
Construction				\$ 380,900	
FF&E					
Total	\$ -	\$ -	\$ 57,140	\$ 380,900	\$ -

TOTAL PROJECT COST \$438,040

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Effluent Pump Station Modification

Project Description:

This project consists of improving the pump station that contains the pumping equipment used for moving effluent to the City golf course ponds.

Justification:

This project will allow for a smoother operation of the pumping equipment and better protection of sensitive equipment that may be damaged by severe weather. This will also prove beneficial for avoiding overflows of the wells.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering		\$ 13,369			
ROW Acquisition					
Utility Relocation					
Construction		\$ 89,125			
FF&E					
Total	\$ -	\$ 102,494	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$102,494

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Effluent Pump Replacements

Project Description:

This project consists of improving the pumps that move effluent to the City Golf Course ponds.

Justification:

This project will allow for inefficient pumps to be replaced to move effluent more efficiently. Current pumps are proving to be inefficient when pumping to the Black Jack pond.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering	\$ 4,000				
ROW Acquisition					
Utility Relocation					
Construction	\$ 41,000				
FF&E					
Total	\$ 45,000	\$ -	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$45,000

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: WWTP Planning

Project Description:

This project consists of a plan to create a new waste water treatment plant that will be operated by the City.

Justification:

This project will allow for future growth in the waste water system to treat waste from a larger population.

Project Cost:

Current Appropriation \$_____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					\$ 250,000
Engineering					
ROW Acquisition					
Utility Relocation					
Construction					
FF&E					
Total	\$ -	\$ -	\$ -	\$ -	\$ 250,000

TOTAL PROJECT COST \$250,000

ANNUAL (O&M) COSTS \$_____ \$_____ \$_____ \$_____ \$_____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Collection System Repairs and Improvements

Project Description:

This project consists of performing preventative maintenance to parts of our existing waste water collection system.

Justification:

This project will protect the surrounding environment from contamination due to waste water leaks. Preventative maintenance now can result in the avoidance of costly fines in the future.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design					
Engineering	\$ 18,750				
ROW Acquisition					
Utility Relocation					
Construction	\$ 125,000				
FF&E					
Total	\$ 143,750	\$ -	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$143,750

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Wastewater Digester

Project Description:

This project consists of transforming the City's old aeration basing to a waste water digester.

Justification:

This project will allow the City to utilize unused space at the waste water treatment plant. A digester will also limit the amount of "wasting" that will take place and the plant will run more efficiently.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design		\$ 50,000			
Engineering					
ROW Acquisition					
Utility Relocation					
Construction			\$ 200,000		
FF&E					
Total	\$ -	\$ 50,000	\$ 200,000	\$ -	\$ -

TOTAL PROJECT COST \$250,000

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Falls Lift Station Driveway

Project Description:

This project consists of adding a driveway at the Falls Lift Station.

Justification:

This project will allow for safe passage of personnel to the lift station during inclement weather.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design						
Engineering	\$ 3,500					
ROW Acquisition						
Utility Relocation						
Construction	\$ 46,430					
FF&E						
Total	\$ 49,930	\$ -				

TOTAL PROJECT COST \$49,930

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

CITY of FAIR OAKS RANCH

CIP PROJECT REQUEST FORM

Department: Public Works

Project Title: Battle Intense Pathway Mobility Project

Project Description:

This project consists of adding a sidewalk to Battle Intense in between Keeneland and Fairway Valley.

Justification:

This project will allow for safe passage of pedestrians from the Northside to the Southside of the City.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design						
Engineering	\$ 3,500					
ROW Acquisition						
Utility Relocation						
Construction	\$ 153,720					
FF&E						
Total	\$ 157,220	\$ -				

TOTAL PROJECT COST \$157,220

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

CITY of FAIR OAKS RANCH CIP PROJECT REQUEST FORM

Department: Public Works

Project Title: Les Pfeifer Drainage Improvements

Project Description:

This project consists of improving storm water drainage in the Les Pfeifer area.

Justification:

This project will allow a greater volume of storm water to be conveyed across Les Pfeifer. The greater areas of impervious surface cover will create more water to runoff across the Parkway and across Les Pfeifer.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design						
Engineering				\$ 11,250		
ROW Acquisition						
Utility Relocation						
Construction				\$ 75,000		
FF&E						
Total	\$ -	\$ -	\$ -	\$ 86,250	\$ -	\$ -

TOTAL PROJECT COST \$86,250

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Police

Project Title: Public Safety Building

Project Description:

This project consists of constructing a new public safety building and court room.

Justification:

This project will upgrade the aging building that currently houses the police department.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design						
Engineering	\$ 101,603					
ROW Acquisition						
Utility Relocation	\$ 23,500					
Construction	\$ 35,297	\$ 2,084,000				
FF&E		\$ 250,000				
Total	\$ 160,400	\$ 2,334,000	\$ -	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$2,494,400

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

**CITY of FAIR OAKS RANCH
CIP PROJECT REQUEST FORM**

Department: Public Works

Project Title: Roadway Reconstruction Project

Project Description:

This project consists of reconstructing multiple roads around the city.

Justification:

This project will improve the roads and allow for many more years of use out of them.

Project Cost:

Current Appropriation \$ _____ FY 2014-15 Budget

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Preliminary Design						
Engineering		\$ 1,040,885				
ROW Acquisition						
Utility Relocation						
Construction			\$ 5,959,115			
FF&E						
Total	\$ -	\$ 1,040,885	\$ 5,959,115	\$ -	\$ -	\$ -

TOTAL PROJECT COST \$7,000,000

ANNUAL (O&M) COSTS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LOCATION MAP (Please Attach):

PROPOSED BUDGET REPORT

AS OF: JUNE 30TH, 2015

01 -GENERAL FUND

	2012-2013		2014-2015		PROPOSED
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	2015-2016 BUDGET
REVENUE SUMMARY					
00-GENERAL	<u>3,886,070.09</u>	<u>4,740,599.76</u>	<u>5,362,149.00</u>	<u>4,740,885.32</u>	<u>4,961,862.00</u>
*** TOTAL REVENUES ***	<u>3,886,070.09</u>	<u>4,740,599.76</u>	<u>5,362,149.00</u>	<u>4,740,885.32</u>	<u>4,961,862.00</u>
EXPENDITURE SUMMARY					
01-ADMINISTRATION	609,674.20	717,510.03	1,860,636.00	1,537,254.44	972,152.00
02-MUNICIPAL COURT	83,853.41	80,509.05	87,965.00	58,929.35	91,851.00
03-PUBLIC SAFETY	1,402,730.63	1,463,524.12	1,725,970.00	1,189,230.31	1,799,463.00
04-PUBLIC HEALTH/EMERGENC	271,022.46	275,782.67	287,331.00	262,512.11	285,506.00
05-BUILDING CODES	89,087.90	119,507.39	123,477.00	97,202.47	182,686.00
06-MAINTENANCE	747,165.32	962,447.89	879,352.00	414,882.75	1,044,361.00
07-CULTURE/RECREATION/OTH	142,641.86	63,517.27	97,643.00	10,533.52	110,210.00
09-CAPITAL OUTLAYS	<u>350,917.30</u>	<u>217,014.17</u>	<u>299,775.00</u>	<u>81,592.57</u>	<u>475,633.00</u>
*** TOTAL EXPENDITURES ***	<u>3,697,093.08</u>	<u>3,899,812.59</u>	<u>5,362,149.00</u>	<u>3,652,137.52</u>	<u>4,961,862.00</u>
*** REVENUES OVER(UNDER) EXPENDITURES **	<u>188,977.01</u>	<u>840,787.17</u>	<u>0.00</u>	<u>1,088,747.80</u>	<u>0.00</u>

PROPOSED BUDGET REPORT

AS OF: JUNE 30TH, 2015

02 CAPITAL IMPROVEMENT FUND

	2012-2013		2014-2015		PROPOSED 2015-2016 BUDGET
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	
REVENUE SUMMARY					
00-GENERAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,782,969.00</u>
*** TOTAL REVENUES ***	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,782,969.00</u>
EXPENDITURE SUMMARY					
01-ADMINISTRATION	0.00	0.00	0.00	0.00	59,466.00
09-CAPITAL OUTLAYS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,723,503.00</u>
*** TOTAL EXPENDITURES ***	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,782,969.00</u>

CITY OF FAIR OAKS RANCH
 PROPOSED BUDGET REPORT
 AS OF: JUNE 30TH, 2015

06 -DEBT SERVICE FUND

	2012-2013	2013-2014	----- 2014-2015 -----		PROPOSED
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	2015-2016 BUDGET
REVENUE SUMMARY					
REVENUE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>565,287.00</u>
*** TOTAL REVENUES ***	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>565,287.00</u>
EXPENDITURE SUMMARY					
DEBT PAYMENTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>564,287.00</u>
*** TOTAL EXPENDITURES ***	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>564,287.00</u>
*** REVENUES OVER(UNDER) EXPENDITURES **	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>

CITY OF FAIR OAKS RANCH
 PROPOSED BUDGET REPORT
 AS OF: JUNE 30TH, 2015

07 -BOND CAPITAL FUND

	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015		PROPOSED 2015-2016 BUDGET
			CURRENT BUDGET	Y-T-D ACTUAL	
REVENUE SUMMARY					
00-BOND CAPITAL FUND	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>16,047.66</u>	<u>1,115,885.00</u>
*** TOTAL REVENUES ***	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>16,047.66</u>	<u>1,115,885.00</u>
EXPENDITURE SUMMARY					
01-ADMINISTRATION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,115,885.00</u>
*** TOTAL EXPENDITURES ***	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,115,885.00</u>
*** REVENUES OVER(UNDER) EXPENDITURES **	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>16,047.66</u>	<u>0.00</u>

PROPOSED BUDGET REPORT
AS OF: JUNE 30TH, 2015

05 -UTILITY FUND

	2012-2013		2014-2015		PROPOSED
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	2015-2016 BUDGET
REVENUE SUMMARY					
01-WATER DEPARTMENT	2,921,551.08	3,201,402.12	3,512,422.00	2,153,412.48	3,451,553.00
02-SEWER DEPARTMENT	<u>832,562.44</u>	<u>910,516.08</u>	<u>915,797.00</u>	<u>740,179.65</u>	<u>964,942.00</u>
*** TOTAL REVENUES ***	3,754,113.52	4,111,918.20	4,428,219.00	2,893,592.13	4,416,495.00
EXPENDITURE SUMMARY					
01-WATER DEPARTMENT	2,622,365.68	2,354,510.92	3,251,479.00	2,027,320.79	3,351,140.00
02-SEWER DEPARTMENT	<u>1,227,677.69</u>	<u>888,296.86</u>	<u>1,118,396.00</u>	<u>696,033.53</u>	<u>1,065,355.00</u>
*** TOTAL EXPENDITURES ***	3,850,043.37	3,242,807.78	4,369,875.00	2,723,354.32	4,416,495.00
** REVENUES OVER (UNDER) EXPENDITURES *(95,929.85)	869,110.42	58,344.00	170,237.81	0.00

NOTICE OF 2015 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF FAIR OAKS RANCH

A tax rate of \$0.3073 per \$100 valuation has been proposed for adoption by the governing body of City of Fair Oaks Ranch. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED OPERATING TAX RATE	\$0.2615 per \$100
PROPOSED DEBT SERVICE TAX RATE	\$0.0458 per \$100
PROPOSED TOTAL TAX RATE	\$0.3073 per \$100
PRECEDING YEAR'S TAX RATE	\$0.2663 per \$100
EFFECTIVE TAX RATE	\$0.2414 per \$100
ROLLBACK TAX RATE	\$0.3073 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Fair Oaks Ranch from the same properties in both the 2014 tax year and the 2015 tax year.

The rollback tax rate is the highest tax rate that City of Fair Oaks Ranch may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Carole Vanzant, Deputy City Administrator
7286 Dietz Elkhorn, Fair Oaks Ranch
210-698-0900 x305
carole@fairoaksranchtx.org

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: September 3, 2015 at 09:30 AM at Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, TX.

Second Hearing: September 17, 2015 at 07:00 PM at Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, TX.

PROPERTY TAX RATE ADOPTION PROCEDURE

Proposed Tax Rate: .2615

Effective Tax Rate: .2414 (the tax rate that would impose the same total taxes as last year)

Debt Tax Rate: .0458

Rollback Tax Rate: .3073 (the highest tax rate we can set before the taxpayers can start a rollback procedure)

done Step 1 - By July 27, Appraisal Districts submits certified tax rolls to the Mayor. By August 7 or as soon thereafter as practicable, Kendall Appraisal calculates the effective and rollback tax rates. Deputy City Administrator, after reviewing worksheet, presents a statement of tax increase or decrease to the City Council.

done Step 2 - Mayor determines how much property tax revenue is needed to fund the proposed budget and decides how much tax to levy. Proposed property tax rate:

.2615

done Step 3 - As the proposed tax rate *exceeds* the effective or rollback tax rate (whichever is lower) Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item and calls for two public hearings (the second hearing may not be held earlier than the 3rd day after the date of the first hearing). The vote must be recorded and the motion must state the desired rate.

Council Date for Adoption Proposal: August 20, 2015

Public Hearing Dates: September 3 (9:30 a.m.) and 17 (7:00 p.m.), 2015

Tax Rate Adoption Date: September 21, 2015

done Step 4 - Deputy City Administrator must notify the public of the proposed tax rate, dates, times and place of the hearings. The Notice of Proposed Property Tax Rate must be published in the newspaper and on city's website at least seven days before the first hearing.

Publication Date: August 25

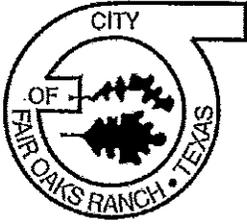
→ Step 5 - A quorum of the Council must hold two public hearings; at each hearing, Council must announce the date, time and place of the meeting at which it will vote on the tax rate. ←

Step 6 - After the public hearings and before the meeting for the vote, City Secretary publishes in the newspaper and on the city's website a notice titled, "Notice of Tax Revenue Increase".

Publication Date: September 18

Step 7 - Council must adopt the tax rate no less than three days but no more than 14 days after the second public hearing (minimum of 4 council members must be present LGC 22.039).

Tax Rate Adoption Date: September 21



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

TITLE: Provide staff with any changes the Council desires to the final proposed budget to be presented on September 17 and adopted on September 21.

START/END DATE:

EXPENSE:

DEPARTMENT: City Council

PRESENTED BY: Mayor

INTRODUCTION:

Local Government Code 102.007 states: "at the conclusion of the public hearing, City Council **shall take action** on the proposed budget. The *City Council may make any changes in the budget* that it considers warranted by the law or by the best interest of the city taxpayers."

BACKGROUND:

City Council, at the August 20 City Council Meeting, voted to set two public hearings on the budget and to adopt the budget at a special city council meeting on September 21, 2015.

BENEFIT(S) TO CITIZENS:

1. The City Council complies with state law regarding the budget process and complies with their motion to hold a second public hearing and to adopt on September 21
2. Public Notice of public hearings and adoption date have been published and posted

FINANCIAL IMPACT:

RECOMMENDATIONS

Direct staff with any changes the Council desires to the final proposed budget to be presented on September 17 and adopted on September 21.