



CITY OF FAIR OAKS RANCH
AGENDA – CITY COUNCIL REGULAR MEETING
February 4, 2016; 9:30 a.m.
Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn

I. ROLL CALL – DECLARATION OF A QUORUM

II. OPEN MEETING

Pledge of Allegiance.

III. 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. Citizens to be Heard
- B. Pape Dawson Quarterly Road Reconstruction Project Report.
- C. Presentation of potential future development on Leslie Pfeiffer and IH10 by Rodney Schott, Owner of Schott County Store.

IV. CONSENT AGENDA

All of the following items are considered to be routine by the City Council, there will be no separate discussion on these items and will be enacted with one motion. Items may be removed by any Council Member by making such request prior to a motion and vote.

- A. Approval of Authorizing the City Secretary to sign the Joint Election Agreement with Bexar County Elections to conduct the City's May 7, 2016 General and Special Election. P1-P5
- B. Approval of Resolution calling the General Election. P6-P11
- C. Approval of Ordinance calling the Special Election reauthorizing the Levying of local sales and use tax for the maintenance and repair of municipal streets. P12-17

V. CONSIDERATION/DISCUSSION ITEMS

- A. Discuss and consider proposed development agreement with Scott Felder Homes and David & Diane Owens to build 91 homes on 145 acres in Bexar and Comal County on FM 3351. - Interim City Administrator P18-P42

VI. REPORTS FROM STAFF / COMMITTEES / COUNCIL

- 1) Project Manager – Update on the Public Safety Facility.
- 2) Council – Requests for City topic needing additional information/research; or, potential consideration for a future agenda.

A. ADJOURNMENT

Signature of Agenda Approval:



I, Priscilla Abrego, 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 p.m., January 29, 2016 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).



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Authorizing the City Secretary to sign a Joint Agreement with Bexar County Elections to be a member on the joint ballot for the May 7, 2016 election.

START/END DATE: Upon approval through Election Day

DEPARTMENT: Administration

PRESENTED BY: City Secretary

INTRODUCTION/BACKGROUND:

Texas Election Code Section 271.002 authorizes two or more political subdivisions to enter into an agreement to hold elections jointly. To provide a convenient, simple and cost-savings election to the voters, the Federal and State government encourages entities to contract with their local county elections office to handle their respective election jointly with other entities. Since a stand-alone election cost is approximately \$20,000 and our Election Poll Site is Bexar County, we have historically contracted with Bexar County Elections to be part of their joint ballot.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

It is convenient, less expensive, and efficient for our voters to be part of a joint election ballot as numerous early voting poll sites are provided and the cost is much less than the stand-alone election cost.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Budgeted \$6,000 plus publication fees and other misc. items related to Elections.

LEGAL ANALYSIS:

Not applicable as MOU is created by Bexar County Attorney's Office and cannot be changed.

PROPOSED MOTION:

I move to approve the City Secretary to sign the Joint Agreement with Bexar County Elections to be a member on the joint ballot for the May 7, 2016 election.

JOINT ELECTION AGREEMENT

This Agreement is entered into by and between Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County; with Alamo Community College District (“ACCD”); Alamo Heights Independent School District (“AHISD”); East Central Independent School District (“ECISD”); North East Independent School District (“NEISD”); Southside Independent School District (“SSISD”); Trinity Glen Rose Ground Water Conservation District (“TGRGCD”); the City of Alamo Heights (“COAH”); the City of Balcones Heights (“COBH”); the City of Castle Hills (“COCH”); the City of Fair Oaks Ranch (COFOR”); the City of Grey Forest (“COGF”); the City of Helotes (“COH”); the City of Hill Country Village (“COHCV”); the Town of Hollywood Park (“TOHP”); the City of Kirby (“COK”); the City of Leon Valley (“COLV”); the City of Live Oak (“COLO”); the City of Olmos Park (“COOP”); the City of Shavano Park (“COSP”); the City of Somerset (“COS”); the City of Terrell Hills (COTH”); and the City of Universal City (“COUC”) and they may also be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a), for the May 7, 2016 election.

WHEREAS, ACCD will conduct a general and special election on Saturday, May 7, 2016; and

WHEREAS, AHISD will conduct a general and bond election on Saturday, May 7, 2016; and

WHEREAS, ECISD will conduct a bond election on Saturday, May 7, 2016; and

WHEREAS, NEISD will conduct a general election on Saturday, May 7, 2016; and

WHEREAS, SSISD will conduct a general election on Saturday, May 7, 2016; and

WHEREAS, TGRGCD will conduct a general election on Saturday, May 7, 2016; and

WHEREAS, COAH will conduct a general and special election on Saturday, May 7, 2016; and

WHEREAS, COBH will conduct a general and special election on Saturday, May 7, 2016; and

WHEREAS, COCH will conduct a general and special election on Saturday, May 7, 2016; and

WHEREAS, COFOR will conduct a general and special election on Saturday, May 7, 2016; and

WHEREAS, COGF will conduct a general and special election on Saturday, May 7, 2016; and

WHEREAS, COHCV will conduct a general election on Saturday, May 7, 2016; and

WHEREAS, COH will conduct a general and a special election on Saturday, May 7, 2016; and

WHEREAS, TOHP will conduct a general election on Saturday, May 7, 2016; and

WHEREAS, COK will conduct a general election on Saturday, May 7, 2016; and

WHEREAS, COLV will conduct a general election on Saturday, May 7, 2016; and

WHEREAS, COLO will conduct a general and bond election on Saturday, May 7, 2016; and

WHEREAS, COOP will conduct a general election on Saturday, May 7, 2016; and

WHEREAS, SAMUD will conduct a general election on Saturday, May 7, 2016; and

WHEREAS, COSP will conduct a general and special election on Saturday, May 7, 2016; and

WHEREAS, COS will conduct a general and bond election on Saturday, May 7, 2016; and

WHEREAS, COTH will conduct a general and special election on Saturday, May 7, 2016; and

WHEREAS, COUC will conduct a general and special election on Saturday, May 7, 2016; and

WHEREAS, BCWCID#10 will conduct a general election on Saturday, May 7, 2016; and

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the Entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

WHEREAS, the Entities desire to enter into an agreement setting out their respective duties and responsibilities for the May 7, 2016 election;

NOW THEREFORE, it is agreed that the Entities will hold a joint election on Saturday, May 7, 2016 (the "Joint Election") under the following terms and conditions:

I.

The Entities are each required to enter into their own separate contract with ADMINISTRATOR for election services and will hold elections jointly with other Entities in the election precincts that can be served by common polling places, using joint election officer and clerks as ADMINISTRATOR determines is necessary and appropriate.

II.

The Entities agree to conduct early voting jointly. ADMINISTRATOR will arrange for and handle early voting in person and by mail for the Joint Election in accordance with her contracts with those Entities.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

IV.

Each Entity is responsible for its own posting of public notices in connection with the Joint Election. ADMINISTRATOR shall be responsible for publishing a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under Section 4.003 of the Election Code, and each Entity shall pay ADMINISTRATOR its proportionate share of the publishing cost.

V.

Each Entity is responsible for paying ADMINISTRATOR for any and all other election costs, as applicable to the specific Entity and agreed upon by separate contract for election services between each Entity and ADMINISTRATOR.

VI.

ADMINISTRATOR will tabulate the ballots and provide a set of copies of the affidavit page of each return along with the returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

VII.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VIII.

The Entities agree to comply with any and all applicable state and federal record retention statutes. Each Entity shall be the custodian of its respective election records.

IX.

If an Entity determines not to participate in the Joint Election to be held on Saturday, May 7, 2016, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement shall be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

X.

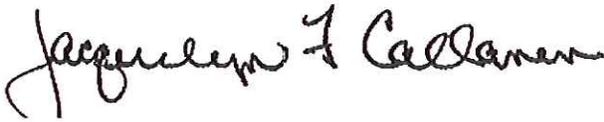
The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XI.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. The Entities may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of executed counterparts by facsimile transmission shall be binding on the Entities. Following a facsimile exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this 4th day of February, 2016.

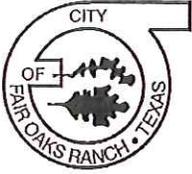
BEXAR COUNTY ELECTIONS ADMINISTRATOR



Jacquelyn F. Callanen

ENTITY: City of Fair Oaks Ranch

BY: _____
P. Abrego, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of Resolution calling a General Election for Mayor, Alderman Places 1, and 2 to be held on May 7, 2016.

START/END DATE: February 4 through Election Day

DEPARTMENT: City Council

PRESENTED BY: City Secretary

INTRODUCTION/BACKGROUND:

The Texas Election Code requires City Council to order the general election for City Officers no later than the 71st day before Election Day (February 26). This year, Mayor, Alderman Places 1 and 2 are up.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Elections allow people voice to be heard.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

\$6,000 + misc. election expenses is budgeted this fiscal year.

LEGAL ANALYSIS:

Reviewed and approved as to form.

PROPOSED MOTION:

I move to approve the Resolution calling for a General Election for Mayor, Alderman Places 1 and 2 to be held on May 7, 2016.

RESOLUTION NO. 2016-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH CALLING A GENERAL ELECTION AND ESTABLISHING THE PROCEDURE FOR SAID ELECTION FOR MAYOR AND TWO ALDERMEN AT LARGE POSITIONS TO BE HELD ON MAY 7, 2016 IN THE CITY OF FAIR OAKS RANCH, TEXAS AND PROVIDING OTHER MATTERS RELATING TO THE ELECTION

WHEREAS, the laws of the State of Texas provide that on May 7, 2016, there shall be a general election for municipal officers; and,

WHEREAS, the *Texas Election Code* is applicable to said election, and in order to comply with said Code, a resolution should be passed calling the election and establishing the procedures to be followed in said elections, and designating the voting place for said election; and,

WHEREAS, the City approved and agreed to conduct the city's General Election jointly with other political subdivisions in accordance with *Tex. Elec. Code, Chap. 271*; and,

WHEREAS, the City and other applicable political subdivisions have made provisions to contract with Bexar County Elections to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Tex. Gov't. Code*.

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

Section 1. General Election Ordered. A general election shall be held on May 7, 2016 to elect the Mayor; Alderman, Place 1; and Alderman, Place 2 for the City Council of the City of Fair Oaks Ranch, Texas; each to serve a term of two years.

Section 2. Filing Period. Candidates for the above offices may file their application beginning at 8:00 a.m. on January 20, 2016, and shall file their application no later than 5:00 p.m., February 19, 2016. Candidates for the office to file in the May 7, 2016 election shall file their application with the City Secretary's Office at City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, on any weekday that is not a city holiday, between 8:00 a.m. and 5:00 p.m. and on the application form as prescribed by the Texas Election Code.

Section 3. Drawing. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. Drawing will be held at 9:00 a.m. on February 26, 2016 at Fair Oaks Ranch City Hall.

Section 4. Ballots and Printed Materials. The ballots used for the election shall comply with the *Texas Election Code* and be in the form provided by the Bexar County Election Administrator ("Administrator") for use on voting devices and ballots. The official ballots, together with such other election materials shall be printed in English and Spanish.

Section 5. Joint Election. The City agrees to conduct a joint election with the political subdivisions designated by the Administrator, provided that such political subdivisions hold an election on May 7, 2016. The joint election for political subdivisions will be conducted in accordance with state law, this resolution, the Joint Election Agreement, and the Election Services Contract services.

Section 6. Conduct of Election. The Administrator and their employees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Services Contract and the law governing the holding of general elections by general law cities of the State of Texas.

Section 7. Election Day Polling Place. The Election Day polling place for the general election shall be held at the City of Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas. The poll shall remain open on Election Day, May 7, 2016, from 7:00 a.m. to 7:00 p.m. The Administrator shall tabulate and provide the election returns for the election.

Section 8. Election Administrator. The Election Administrator is appointed to serve as the city's Joint Early Voting Clerk and the Joint Custodian of Records of the May 7, 2016 city election. The Administrator shall coordinate, supervise, and conduct all aspects of administering voting in the City's election in compliance with state law and the Election Services Contract.

Section 9. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Administrator in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted as follows at *Fair Oaks Ranch City Hall (Main Early Voting Site) 7286 Dietz Elkhorn*.

Mon., April 28 - Fri., May 2	8 a.m. - 6 p.m.
Sat., May 3	8 a.m. - 8 p.m.
Mon., May 5 - Tue., May 6	8 a.m. - 8 p.m.

Applications for ballot by mail shall be mailed to:

J. Callanen, Elections Administrator
Bexar County Elections
1103 S. Frio, Suite 100
San Antonio, TX 78207

Applications for ballots by mail must be received no later than the close of business on April 26, 2016.

Section 10. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Administrator in compliance with the requirements of state law, and such judges and clerks and appointees are hereby designated and appointed by the City Council as election officers, judges and clerks, respectively, for the holding of said general election. The judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 11. City Secretary. The City Secretary or designee, is instructed to aid the Administrator in furnishing all election supplies and materials necessary to conduct the elections as provided by the Election Service Contract. The City Secretary will serve as the city's Early Voting Clerk to receive requests for applications for early voting ballots and forward those applications to the Joint Early Voting Clerk. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further actions as is required to conduct the election in compliance with the *Tex. Elec. Code*; provided that, pursuant to the Election Service Contract.

Section 12. Notice of Election. Notice of the election shall be given by posting Notice of Election on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling place not later than the twenty-first (21st) day before the election, and by publishing said Notice at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notices that are published in a newspaper of general circulation within the city, will be written in both English and Spanish. Pursuant to the Election Services Contract, the Administrator shall give notices required by the *Tex. Elec. Code* to be given for the election.

Section 13. General. The Administrator shall hold said election in accordance with the *Texas Election Code* and the Election Services Contract, and only resident, qualified voters of the City of Fair Oaks Ranch shall be eligible to vote in said election. Returns of said election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 10, 2016 nor later than May 18, 2016.

Section 14. Effective Date; Election Code. This resolution shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this resolution conflicts with, or is inconsistent with, the *Texas Election Code*, the *Texas Election Code* shall govern and control and, the Election Administrator shall comply with the *Texas Election Code*.

PASSED AND APPROVED this the 4th day of February, 2016.

Cheryl Landman, Mayor

Attest

P. Abrego, City Secretary

RESOLUCIÓN 2016-xx

RESOLUCIÓN DEL CONCEJO MUNICIPAL DE FAIR OAKS RANCH PARA LLAMADO A ELECCIÓN Y ESTABLECIMIENTO DEL PROCEDIMIENTO PARA DICHA ELECCIÓN PARA TRES CARGOS DE CONCEJALES GENERALES A REALIZARSE EL DÍA 7 DE MAYO DE 2016, EN LA CIUDAD DE FAIR OAKS RANCH, TEXAS, Y DEMÁS MATERIAS RELACIONADAS CON LA ELECCIÓN

CONSIDERANDO QUE en las leyes del Estado de Texas se estipula que el día 7 de mayo de 2016 se llevará a cabo una elección general para elegir funcionarios municipales, y

CONSIDERANDO QUE el *Código Electoral de Texas* se aplica a dicha elección, y con el objeto de cumplir con dicho Código se deberá aprobar una resolución para llamar a comicios y establecer los procedimientos a seguir para dicha elección, junto con el nombramiento del lugar para efectuar la elección, y

CONSIDERANDO QUE el municipio aprobó y acordó realizar la elección general junto con otras subdivisiones políticas, en virtud del *Capítulo 271 del Código Electoral de Texas*, y

CONSIDERANDO QUE el Municipio y otras subdivisiones políticas pertinentes han tomado las medidas para contratar al Departamento de Elecciones del Condado de Bexar para llevar a cabo la elección municipal, en virtud del *Capítulo 31, del Código Electoral de Texas*, y el *Capítulo 791 del Código Gubernamental de Texas*.

EN VIRTUD DE LO CUAL, EL CONCEJO MUNICIPAL DE LA CIUDAD DE FAIR OAKS RANCH, TEXAS, RESUELVE Y ORDENA QUE:

Sección 1. Se ordena la Elección General. Con fecha 7 de mayo de 2016 se llevará a cabo una elección general para elegir tres concejales generales para el Concejo Municipal de la Ciudad de Fair Oaks Ranch, Texas: Alcalde y Concejales 1 y 2, cada uno de los cuales permanecerá en su cargo por dos años.

Sección 2. Período de presentación. Los candidatos para los cargos indicados anteriormente podrán presentar su postulación a contar de las 8:00 AM del día 20 de enero de 2016, y a más tardar a las 5:00 PM del día 19 de febrero de 2016. Todos los candidatos que se presenten para la elección a realizarse el día 7 de mayo de 2016 deberán presentar sus postulaciones ante el Secretario Municipal en el ayuntamiento ubicado en 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, durante cualquier día hábil, que no corresponda a un feriado municipal, entre las 8:00 AM y las 5:00 PM. La forma de todas las postulaciones deberá ajustarse a lo estipulado en el Código Electoral de Texas.

Sección 3. Sorteo. El orden en que los nombres de los candidatos se van a imprimir en la boleta electoral se determinará mediante un sorteo realizado por la Secretaría del Ayuntamiento. Dibujo se llevará a cabo a las 9:00 am 26 de febrero 2016 en Fair Oaks Ranch Ayuntamiento.

Sección 4. Votos y material impreso. Los votos que se usarán en la elección deberán cumplir con lo estipulado en el *Código Electoral de Texas* y su forma deberá ajustarse a lo estipulado por el Administrador del Departamento de Elecciones del Condado de Bexar (en adelante el "Administrador") para su uso en votos y dispositivos de votación. Los votos oficiales, junto con todo el material relativo a la elección, en virtud del *Código*, se imprimirán en los idiomas inglés y español.

Sección 5. Elección conjunta. El municipio acuerda llevar a cabo una elección conjunta con las subdivisiones políticas designadas por el Administrador, en tanto que dichas subdivisiones políticas sostengan una elección el día 7 de mayo de 2016 para el mismo territorio que el municipio, ya sea total o parcialmente. La elección conjunta para subdivisiones políticas se efectuará de conformidad con las leyes estatales, esta resolución, el Acuerdo para Elecciones Conjuntas y el Contrato de Servicios Electorales.

Sección 6. Realización de la elección. El Administrador, junto con sus empleados, las personas que nombre y los jueces electorales, jueces suplentes y funcionarios administrativos debidamente nombrados para la elección, deberán realizar y llevar a cabo la elección de la manera contemplada en el Contrato de Servicios Electorales y la ley que rija la realización de elecciones generales por parte de ciudades de derecho general del Estado de Texas.

Sección 7. Local de votación del día de la elección. El local de votación para el día de la elección general se ubicará en el Ayuntamiento de la Ciudad de Fair Oaks Ranch en la dirección 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas. El local de votación permanecerá abierto el día 7 de mayo de 2016, correspondiente al día de la elección, desde las 7:00 AM a las 7:00 PM. El Administrador realizará el cómputo y entregará el recuento de los votos. Todo local de votación está sujeto a cambio por parte del Administrador siempre y cuando cumpla con las leyes estatales y federales.

Sección 8. Administrador Electoral. El Administrador Electoral se nombra para desempeñarse como Encargado de la Votación Anticipada Conjunto y como el Administrador de Registros Conjunto de la elección municipal a realizarse con fecha 7 de mayo de 2016. El Administrador coordinará, supervisará y estará a cargo de todas las tareas relativas a la administración de la votación en la elección municipal de conformidad con las leyes estatales y el Contrato de Servicios Electorales.

Sección 9. Votación anticipada. El Administrador estará a cargo de la votación anticipada, sea presencial o a través del correo, de conformidad con el *Código Electoral de Texas*. La votación anticipada presencial se realizará en *Fair Oaks Ranch City Hall (Principal Temprano Sitio de Votación) 7286 Dietz Elkhorn*

Lun., 28 abril - Vie., 2 mayo	8:00 AM - 6:00 PM
Sáb., 3 mayo	8:00 AM - 8:00 PM
Lun., 5 mayo - Mar., 6 mayo	8:00 AM - 8:00 PM

Las solicitudes para votación por correo se deben enviar a:

Jacquelyn F. Callanen
Early Voting Clerk
1103 S Frio, Ste 100
San Antonio, TX 78207

Las solicitudes para votación por correo deben recibirse a más tardar el día 26 de abril de 2016 a las 5:00 PM.

Sección 10. Funcionarios municipales y jueces electorales. Al Administrador seleccionará y nombrará al juez que preside, el juez sustituto y los funcionarios administrativos para la elección, de conformidad con las disposiciones de la ley estatal. Dichos jueces, funcionarios y personas nombradas serán designadas por el Concejo Municipal como funcionarios a cargo de la elección, jueces y administrativos, respectivamente, para la realización de la elección general. Deberán llevar a cabo sus funciones y deberes para sus respectivos cargos estipulados por la ley estatal.

Sección 11. Secretario Municipal. El Secretario Municipal ayudará al Administrador a adquirir y abastecer todos los suministros y materiales necesarios para realizar la elección según lo dispuesto en el Contrato de Servicios Electorales. El Secretario Municipal actuará como Encargado de la Votación Anticipada para recibir las solicitudes de votación anticipada y enviarlas al Encargado de la Votación Anticipada Conjunto. El Secretario Municipal también está autorizado a entregar y hacer que se entreguen avisos necesarios para la elección, y tomar cualesquier acciones necesarias para la realización de la elección en virtud del *Código electoral de Texas* y de conformidad con el Contrato de Servicios Electorales.

Sección 12. Notificación de la elección. La notificación de la elección, de conformidad con el *Código Electoral de Texas*, deberá publicarse en el tablero de anuncios del Municipio de Fair Oaks Ranch empleado para publicar notificaciones sobre reuniones del Concejo Municipal y en el local de votación para el día de la votación anteriormente indicado a más tardar el vigésimo primer día antes de la elección. Dicha Notificación igualmente deberá publicarse en un periódico de circulación general en el Municipio por lo menos una vez, no antes de treinta días y a más tardar diez días antes de la elección en cuestión. La notificación publicada en el periódico deberá aparecer en los idiomas inglés y español. En virtud del Contrato de Servicios Electorales, el Administrador también deberá enviar notificaciones de conformidad con lo dispuesto en el *Código Electoral de Texas*.

Sección 13. General. El Administrador deberá llevar a cabo la elección en cuestión de conformidad con el *Código Electoral de Texas* y el Contrato de Servicios Electorales, y solo serán elegibles para votar en dicha elección residentes de Fair Oaks Ranch con derecho a voto. El recuento de los votos de la elección se hará

público lo antes posible una vez cerrado el local de votación. El recuento será escrutado por el Concejo Municipal de Fair Oaks Ranch no antes del 10 de mayo de 2016 y a más tardar el 18 de mayo de 2016.

Sección 14. Fecha efectiva, Código Electoral. Esta resolución comenzará a regir a contar de su aprobación en la fecha indicada más adelante; si cualesquiera de los términos y condiciones de dicha resolución se infringiera o no se ajustara al *Código Electoral de Texas*, el *Código* será el que rija y el Administrador de la elección deberá atenerse y acatar el *Código*.

APROBADO con fecha 4 de febrero de 2016.

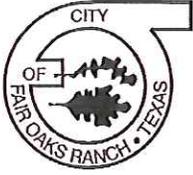
Cheryl Landman, Alcaldesa

ATESTIGUA:

APROBADO EN SU FORMA:

P. Abrego, Secretaria municipal

Charles Zech, Abogado municipal



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of Ordinance calling the Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets.

START/END DATE: February 4 through Election Day

DEPARTMENT: City Council

PRESENTED BY: City Secretary

INTRODUCTION/BACKGROUND:

The Texas Tax Code Chapter 327 authorizes cities to impose a local sales and use the tax rate of $\frac{1}{4}$ of one percent for funds dedicated to street maintenance and repair upon a properly held election. A special election should be held for the purpose of submitting a proposition reauthorizing the levy and collection of the local sales and use tax in Fair Oaks Ranch, Texas, at the rate of $\frac{1}{4}$ of one percent to continue to provide revenue for the maintenance and repair of municipal streets.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Holding of a special election on the date set forth is in the public's interest.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

\$6,000 + misc. election expenses is budgeted this fiscal year.

LEGAL ANALYSIS:

Reviewed and approved as to form.

PROPOSED MOTION:

I move to approve the Ordinance calling the Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets.

ORDINANCE NO. 2016-xx

AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 7, 2016 IN THE CITY OF FAIR OAKS RANCH, TEXAS, TO SUBMIT A PROPOSITION ON THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF FAIR OAKS RANCH, TEXAS AT THE RATE OF ONE FOURTH (1/4) OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS

WHEREAS, the Texas Tax Code Chapter 327 authorizes cities to impose a local sales and use tax rate of one-fourth of one percent for funds dedicated to street maintenance and repair upon a properly held election approving same; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch, Texas, (City) hereby finds that a special election should be held for the purpose of submitting a proposition reauthorizing the levy and collection of the local sales and use tax in Fair Oaks Ranch, Texas, at the rate of one-fourth of one percent to continue to provide revenue for the maintenance and repair of municipal streets; and,

WHEREAS, the combined rate of all local sales and use taxes imposed by the City and other political subdivisions having territory in the City will not exceed two percent (2%); and,

WHEREAS, the City Council finds and determines that the holding of a special election on the date set forth below, a uniform election date, is in the public's interest.

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

SECTION 1. A Special Election shall be held on the 7th day of May, 2016, a uniform election date, in the City of Fair Oaks Ranch, Texas, for the purpose of submitting the following proposition to the electors of the City:

1. The reauthorization of the local sales and use tax in in the City of Fair Oaks Ranch, Texas, at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.
2. The official ballots shall be prepared in accordance with the Texas Election Code, as amended, so as to permit electors to vote "FOR" or "AGAINST"

SECTION 2. Early voting by personal appearance will be conducted in the Council Chambers at City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas:

Mon., April 28 thru Fri., May 2, 2016	8:00 a.m. to 6:00 p.m.
Sat., May 3, 2016	8:00 a.m. to 8:00 p.m.
Mon., May 5 thru Tues., May 6, 2012	8:00 a.m. to 8:00 p.m.

SECTION 3. Voting on election day and during early voting shall be done on Election Systems & Software, Inc. (ES&S) iVotronic™ Touch Screen Voting Units with ballot tabulation performed by Bexar County Elections Administrator. Voting by mail ballot and Provisional Voting shall be done on paper ballot.

SECTION 4. The entire City shall constitute one election precinct for holding the elections. The polling place hereby designated for Fair Oaks Ranch voting precincts Bexar County 3017/3034/3055, Comal

County 204, and Kendall County 2080 shall be the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas and such polling place shall be open on said election day from 7:00 a.m. to 7:00 p.m.

SECTION 5. Applications for ballot by mail shall be mailed to Jacquelyn F. Callanen, (Early Voting Clerk), 1103 S. Frio Street, Suite 100, San Antonio, Texas 78207. Applications for ballots by mail must be received by the Early Voting Clerk no later than the close of business on April 26, 2016.

SECTION 6. The Election Judges appointed to conduct the May 7, 2016 election of the City of Fair Oaks Ranch are determined by Bexar County Elections as detailed in the Joint Election contract agreement between the City and Bexar County Elections.

SECTION 7. An Election Notice shall be prepared, by the City Secretary, in both English and Spanish and shall be published at least one time in a newspaper of general circulation in the City, and the publication of this notice shall occur in such newspaper not more than thirty (30) days and not less than ten (10) days before the day of the election. Additionally, the Notice shall be posted on the bulletin board used for posting notices of the City Council meetings and at the designated polling place not later than twenty-one (21) days prior to Election Day.

SECTION 8. A special election is considered to be a separate election with its own ballot, separate from the ballot for a general election.

SECTION 9. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 10. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. This Ordinance shall be in force and effect from and after the date of its adoption.

PASSED, APPROVED AND ADOPTED THIS 4th DAY OF FEBRUARY 2016.

Cheryl Landman, Mayor

ATTEST:

APPROVED AS TO FORM:

P. Abrego, City Secretary

Charles Zech, City Attorney

LA ORDENANZA 2016-xx

UN DECRETO ORDENANDO UNA ELECCIÓN ESPECIAL A CELEBRARSE EL 7 DE MAYO DE 2016 EN LA CIUDAD DE FAIR OAKS RANCH, TEXAS, PARA PRESENTAR UNA PROPOSICIÓN SOBRE LA REAUTORIZACIÓN DEL IMPUESTO DE VENTA Y USO LOCAL EN LA CIUDAD DE FAIR OAKS RANCH, TEXAS A RAZÓN DE UN CUARTO (1/4) DEL UNO POR CIENTO A CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y REPARACIÓN DE CALLES MUNICIPALES

Mientras que el Código de Impuestos de Texas, capítulo 327 ciudades autoriza a imponer un impuesto de venta y uso Tasa de un cuarto del uno por ciento por fondos dedicados al mantenimiento y reparación de la calle en una elección celebrada correctamente la aprobación misma; y,

Mientras que el Ayuntamiento de la ciudad de Fair Oaks Ranch, Texas, (Ciudad) Queda considera que debe ser una elección especial celebrada con el propósito de presentar una proposición reauthorizing el gravamen y recaudación del impuesto de venta y uso local en Fair Oaks Ranch, Texas, a razón de un cuarto del uno por ciento a seguir proporcionando ingresos para el mantenimiento y la reparación de las calles; y municipales,

Mientras que la tasa combinada de todos los impuestos de ventas y uso impuestos por la ciudad y otras subdivisiones políticas de haber ocupado en la ciudad no excederá del dos por ciento (2%); y,

Mientras, el Ayuntamiento considera y determina que la celebración de una elección especial en la fecha que se exponen a continuación, una fecha electoral uniforme, está en el interés del público.

AHORA PUES, SEA ORDENADO POR EL AYUNTAMIENTO DE LA CIUDAD DE FAIR OAKS RANCH, TEXAS:

Sección 1. Será una elección especial celebrada el 7 de mayo de 2016, una fecha electoral uniforme, en la ciudad de Fair Oaks Ranch, Texas, con el propósito de presentar la siguiente proposición a los electores de la ciudad:

1. La reautorización del impuesto de venta y uso local en la ciudad de Fair Oaks Ranch, Texas, a razón de un cuarto del uno por ciento a continuar proporcionando ingresos para el mantenimiento y la reparación de calles municipales. El impuesto finaliza el cuarto aniversario de la fecha de esta elección, salvo la imposición del impuesto es reautorizada.
2. Las papeletas oficiales serán preparadas de conformidad con el Código Electoral de Texas, en su forma enmendada, así como para permitir a los electores votar "A FAVOR" o "en contra" de la

Sección 2. Votación Temprana mediante la comparecencia personal se realizará en la Cámara del Concilio en el Ayuntamiento, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas:

Lunes, 28 de abril a través de Viernes, 2 de mayo de 2016	a las 8:00 a.m. a 6:00 p.m.
Sábados, 3 de mayo de 2016	a las 8:00 a.m. a 8:00 p.m.
lunes, 5 de mayo, thru Tues., 6 de mayo de 2012	a las 8:00 a.m. a 8:00 p.m.

Sección 3. La votación el día de las elecciones y durante la votación anticipada se hará sobre Sistemas Electorales & Software, Inc. (ES&S) iVotronic™ y pantalla táctil unidades de votación con tabulación de boletas realizadas por el administrador de Elecciones del Condado de Bexar. Voto por correo y papeletas de votación provisional deberá ser hecha en la papeleta de votación.

Sección 4. Toda la ciudad constituirá un precinto electoral para la celebración de las elecciones. El lugar de votación queda designado para Fair Oaks Ranch recintos de votación del condado de Bexar 3017/3034/3055, 204 del Condado Comal y Kendall County 2080 será el Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas y tal lugar de votación estará abierta en dicho día electoral a partir de las 7:00 a.m. a 7:00 p.m.

Sección 5. Las solicitudes de votación por correo, serán enviados por correo a Jacquelyn F. Callanen (empleado) de votación anticipada, 1103 S. Frio Street, Suite 100, San Antonio, Texas 78207. Las solicitudes de papeletas por correo deben ser recibidas por el oficinista de votación anticipada a más tardar al cierre de actividades el 26 de abril de 2016.

Sección 6. La elección de los jueces designados para llevar a cabo el 7 de mayo de 2016 Elección de la ciudad de Fair Oaks Ranch están determinados por el Condado de Bexar elecciones como se detalla en la elección conjunta contrato entre la ciudad y el condado de Bexar elecciones.

Sección 7. Una elección aviso será preparado por el Secretario de la ciudad, tanto en inglés como en español y se publicará al menos una vez en un periódico de circulación general en la ciudad, y de la publicación del presente anuncio deberá producirse en ese periódico no mayor de treinta (30) días y no inferior a diez (10) días antes de la fecha de la elección. Además, el anuncio será publicado en el tablón de anuncios, utilizados para la publicación de avisos de la ciudad en las reuniones del Consejo y en el sitio de votación designado a más tardar veintiún (21) días antes de las elecciones.

Sección 8. Una Elección Especial se considera una elección independiente con su propia papeleta, separada de la papeleta de votación en una elección general.

Sección 9. Los considerandos contenidos en el preámbulo del presente documento se declaran verdadero, y tales considerandos quedan hechos una parte de esta ordenanza para todos los fines y se aprobó como parte del juicio y las conclusiones del Consejo.

Sección 10. Si cualquier disposición de esta Ordenanza o su aplicación a cualquier persona o circunstancia se considerará inválida, el resto de esta Ordenanza y de la aplicación de dichas disposiciones a otras personas y circunstancias serán, no obstante, ser válido, y este Consejo declara que esta ordenanza hubiera sido promulgada sin que tal disposición no válida.

Sección 11. Este decreto estará en vigor y efecto a partir de la fecha de su adopción.

Pasado, aprobó y adoptó este día 4 de febrero de 2016.

Cheryl Landman, Alcalde

Fe:

Aprobada como Formulario:

P. Abrego, Secretario de la ciudad

Charles Zech, Abogado de la ciudad de

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



January 6, 2016

Second Notification

Ms. Priscilla Abrego
City Secretary
City of Fair Oaks Ranch
7286 Dietz Elkhorn Rd
Fair Oaks Ranch, TX 78015-4707

Special election

Dear Ms. Abrego:

A review of our records shows that the City of Fair Oaks Ranch's 1/4% sales tax for Street Maintenance will expire on September 30, 2016, unless the city holds a reauthorization election as prescribed in Section 327.007, Tax Code. For sales tax elections we advise you to use statutory language when drafting ballot language. Please contact our office if you need assistance with this.

Please notify the Comptroller's office of the City's plans with respect to the continuation of this tax as soon as possible.

If you have any questions or need more information, I may be reached at 1-800-531-5441, extension 39634, or direct in Austin at 512-463-9634. My mailing address is Comptroller of Public Accounts, Revenue Accounting Division, Tax Allocation Section, P.O. Box 13528, Austin, Texas 78711. You may also email me at Aubrey.Mashburn@cpa.texas.gov

Sincerely,

A handwritten signature in cursive script that reads "Aubrey Mashburn".

Aubrey Mashburn
Tax Allocation Section
Revenue Accounting Division

** Notified Aubrey of Special election.
PA*

This is the draft of the proposed Development Agreement between Scott Felder Homes, the Owens, and the City of Fair Oaks Ranch.

This draft represents a consensus on the terms of the Agreement; however, additional discussions between the Attorneys are continuing and minor changes may occur and will be presented prior to the consideration by the Council of the proposed Agreement.

STATE OF TEXAS

§
§
§

COUNTIES OF BEXAR & COMAL

**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 between the City of Fair Oaks Ranch, Texas, a Texas General Law Type A city, situated in Bexar County, Texas (the “City”), David and Dianne Owens, (“Owner”) and Scott Felder Homes, LLC (“Developer”). The term “Parties” or “Party” means the City, Owner, and Developer collectively or singularly.

RECITALS

WHEREAS, Owner owns approximately 145 acres of land property located within a portion of the extra-territorial jurisdiction of the City lying within Bexar and Comal Counties, Texas, which is more particularly described in the attached Exhibit “A” which includes a metes and bounds description of the subject property (the “Property”); and

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

WHEREAS, Developer intends to develop the Property for up to 91 single-family homes and associated improvements; and

WHEREAS, Developer desires that the Property be annexed into the corporate limits of the City; and

WHEREAS, the City finds development agreements promoting 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; and

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; and

WHEREAS, the City Council has found that 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 PURPOSE, AUTHORITY, TERM AND BENEFITS

1.01 Purpose. This Agreement is entered into by the Parties for the purposes further described herein.

1.02 Authority. Authority for the Parties to enter into this Agreement exists under 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; and such other statute, codes and laws as may be applicable.

1.03 Project Defined. The Project established by this Agreement is a master-planned residential subdivision. The Project includes the subdivision of the Property, the construction of Developer Improvements, including an off-site sewer line (defined below) to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement, and the dedication of approximately 79.89 acres of to the City (the "Project"). The Project may include multiple phases for platting and construction purposes.

1.04 Acquisition of Property. The Project described and contemplated herein is predicated on the acquisition of the Property from the Owner, by the Developer. The terms and conditions of this Agreement have been negotiated between the Parties in good faith based upon that assumption. The Parties agree that Owner shall have no further obligations under the terms of this Agreement if the Property is not acquired by Developer or after the closing of the sale of the Property to the Developer. This Agreement shall automatically terminate if the Property is not acquired by Developer before July 31, 2016.

1.05 Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years from the Effective Date. This Agreement may, upon the mutual written agreement of Developer and the City, be extended for up to two (2) additional fifteen (15) year terms.

1.06 Control of Development. Developer intends to develop the Property in a manner which results in enhancing the tax base of the City. 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.

ARTICLE 2 DEVELOPMENT STANDARDS AND REVIEW PROCEDURES

2.01 Generally. Except as provided in this Agreement, all development applications and development of the Property shall comply with the City Code of Ordinances or uncodified ordinances of the City (the "Code") including, but not limited to, payment of impact and meter

connection fees. 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 Code, the specific terms of this Agreement will control.

2.02 Residential. The development of the Project shall be as residential and developed consistent with the Concept Plan and submitted plat(s) reflecting proposed residential lot size. Except as provided for in this Agreement, the Property shall be subject to the City's Codes. A homeowners' association neighborhood park and/or trail system shall be considered a residential use of the Property. Developer may elect to gate the residential lots and have private streets within the gated community consistent with the City Code.

2.03 Density. The development shall consist of no more than ninety-one (91) residential lots.

2.04 Concept Plan. Developer has prepared a concept plan for the subdivision and development of the Property. A copy of the concept plan is attached hereto and incorporated herein for all purposes as Exhibit "B" (the "Concept Plan"). The Concept Plan shows at this time three (3) phases for platting. A final plat consistent with the Concept Plan shall constitute a development plan for the Property, as provided in Tex. Local Government Code Chapter 212, Subchapter G. Minor amendments to the lot layout and the location of on-site infrastructure within the residential portion of Concept Plan are acceptable, provided the density of the project does not exceed ninety-one lots and the right-of-ways remain in substantially the same location as currently shown. Any other changes will be considered major amendments and require City Council approval.

2.05 Preliminary Plat. Developer shall submit preliminary plat(s) to the City for review. The preliminary plat must comply with the Code, the requirements of this Agreement and generally with the Concept Plan.

2.06 Final Plat. Developer shall submit final plat(s) to the City for review. The final plat(s) must comply with the Code, the requirements of this Agreement and generally comply with the Concept Plan.

2.07 Review and Approval. Unless specified in this Agreement, the Code shall govern the review and approval of preliminary plats, final plats, subdivision construction plans and other approvals, variances or other authorizations hereafter required or requested by Developer.

2.08 Private Land Dedication. Developer shall, without restriction, dedicate and convey by deed in a form acceptable to the City approximately five (5) acres as shown in Exhibit "B" to the City within 180 days after the Property is acquired by Developer.

2.09 Platted Lots and FORHA. When the Property has been platted, and annexed by the City of Fair Oaks Ranch, Developer shall submit the recorded platted lots for submission into the Fair Oaks Ranch Homeowners Association (FORHA).

2.10 Preserve Area. Developer agrees to preserve approximately 74.89 acres within the Project area. This "Preserve Area" is further described in the attached Exhibit "B". Developer

shall convey the Preserve Area to the City within 180 days after the Property is acquired by Developer. Any conveyance shall require the Preserved Area to remain undeveloped in its current natural state and accessible to residents within the Project area.

2.11 Buffer. Developer shall maintain approximately 18.55 acres immediately east of the single-family homes as an open space buffer (“Development Buffer”). The Development Buffer may be used for improved and unimproved hike and bike trails and/or for water quality/detention purposes. The Development Buffer is further described in the attached Exhibit “B”. The City agrees that preserved trees and open space within the Buffer Area may be used to satisfy any requirements of the Code for the Project, including impervious cover requirements. Further, trees preserved in the Buffer Area may be used to satisfy Developer’s requirements under Chapter 10, Article 10.04, Exhibit A (Subdivision Ordinance), Article III, Section 6(D) of the Code to plant trees for mitigation or other purposes.

2.12 Heritage Trees. Code Chapter 10, Article 10.04, Exhibit A (Subdivision Ordinance), Article III, Section 6(A) requires City Council approval for removal of any Heritage Tree (as defined by the Code). The City agrees that Developer may remove the Heritage Trees shown to be removed in the attached Exhibit “C”. Developer may also remove Heritage Trees in the Development Buffer if required by the Texas Commission on Environmental Quality (TCEQ). Approval of this Agreement satisfies the requirements of Code Chapter 10, Article 10.04, Exhibit A (Subdivision Ordinance), Article III, Section 6(A) for the Heritage Trees identified for removal in Exhibit “C”.

ARTICLE 3 PUBLIC STREETS AND SUBDIVISION INFRASTRUCTURE

3.01 Subdivision Infrastructure & Utility Improvements. Developer shall construct all drainage, water and wastewater lines and facilities required for the use and benefit of the ninety-one (91) residential lots within the Project area (“Developer Improvements”). These Developer Improvements will be within Phase 1, Phase 2, or Phase 3, and include the Off-Site Sewer Main and water connection across Ralph Fair Road, and all on-site and off-site drainage improvements necessitated by the Project, all of which are further defined in Exhibit B. These improvements shall be designed to meet Code standards and will be dedicated and conveyed to the City at no cost to the City. The Developer and City further agree that no other improvements are needed to provide water and sewer service for the ninety-one (91) residential lots within the Project area.

3.02 Satisfactory Completion of Developer Improvements. Upon completion of construction of each Developer Improvement, Developer shall provide the City with final “record” drawings of the Developer Improvements, in both hard copy and digital (PDF or CAD, as requested by the City). Developer’s engineer shall provide a certificate of completion to the City and the City shall conduct a final inspection of the Developer Improvement(s) within ten (10) business days. The City shall within 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, the Developer Improvement(s) meets 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 the Developer Improvement(s) 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 Developer Improvement(s) has been constructed in compliance with the City-approved plans, meets all applicable testing requirements and otherwise complies with the requirements of the City to accept the Developer Improvement(s) for ownership, operation and maintenance.

3.03 City Acceptance of Developer Improvements.

(a) As a precondition to the City's final acceptance of a Developer Improvement, the following shall be delivered to 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 the Developer Improvement to be accepted will also be delivered to the City. Utility easements for water and wastewater lines and other utility facilities as well as drainage easements within the Property may be reserved and conveyed by plat dedication or separate agreement and must be conveyed or dedicated to the City prior to the City's acceptance of the Developer Improvement.

(b) Upon the City issuing a Letter of Satisfactory Completion Developer shall, by proper instrument, dedicate the Developer Improvement to the City. The City shall then accept each such completed Developer Improvement for ownership, operation and maintenance within twenty (20) business days of Developer's dedication of the Developer Improvement to the City.

3.04 City to Own, Operate and Maintain Developer Improvements. From and after the time of the City's final acceptance of a Developer Improvement, the City will own, operate, and maintain each Developer Improvement and shall be responsible for all costs associated with same. Any decorative street lights shall be maintained by Developer or any relevant homeowners' association thus assigned. Upon the City's acceptance of the Developer Improvements 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; provided that the City's applicable, impact, utility and connection fees are paid and that such connections meet the City's Code.

ARTICLE 4 WATER AND WASTEWATER SERVICE

4.01 Utility Service. As of the Effective Date, the City has sufficient water and wastewater treatment capacity to allow service connections for ninety-one (91) residential units and related landscaping at the entrance to the residential community within the Property.

4.02 General Conditions for Connections to the City Utility System.

(a) The Parties acknowledge that the City cannot deliver wastewater services to the Property unless the "Off-Site Sewer Line" as shown in the attached Exhibit "B", is constructed in accordance with City approved plans and specifications. The City acknowledges that Developer, in proceeding with the construction of the Off-Site Sewer Line, is relying on the City's performance of the City's obligation to timely provide water and wastewater service to ninety-one (91) residential units and associated community entryway landscaping within the Property in accordance with the terms of this Agreement.

(b) If the City modifies any aspect of its 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. If the modifications described in the preceding sentence are required by federal or state law the Developer shall be responsible for funding such modifications.

4.03 Service Commitment. The City hereby commits to providing water and wastewater service to ninety-one (91) residential units and associated community entryway landscaping within the Property.

4.04 Service Connections. The City will timely provide water and wastewater service to lots within the Project, and will connect each residential unit or structure for another permitted use to the City's water and wastewater system upon payment of applicable fees and a Certificate of Occupancy being issued for the residential unit or structure and provide water and wastewater service for the residential unit or structure on the same terms and conditions as provided to all other areas of the City.

4.05 Utility Improvement Construction Obligations. Developer shall be solely responsible for the engineering and construction of all water and wastewater lines and facilities within the Property necessary to serve the residential lots and the Off-Site Sewer Line (collectively, the "Utility Improvements").

4.06 Service Units Defined. 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 this Agreement is effective.

4.07 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 an Utility Improvement, or for Developer to perform its obligations under this Agreement; provided, however, that the City's consent is subject to City approval of the location of a Utility Improvement within the rights-of-way and easements and avoidance of utility facilities existing in such rights of way and easements. Developer is not obligated to use, but has the City Council's authorization to use, the variable width easement and manhole further described in the attached Exhibit "D" for purposes of constructing Utility Improvements.

4.08 Impact Fees. As of the Effective Date, the combined water and wastewater impact fees for the each individual residential unit are \$6,950.00. The meter set fee for each

residential unit is \$400.00. The sewer tie-in fee for each residential unit is \$500.00. These fees are subject to change in accordance with Texas Local Government Code Chapter 395.

ARTICLE 5 ANNEXATION

5.01 Petition for Annexation. Developer hereby agrees to the voluntary annexation of the Property and hereby submits, as Exhibit "E" to this Agreement, a petition requesting the annexation of the Property (the "Petition").

5.02 Annexation. Any time after Developer acquires the Property, the City Council may adopt an ordinance annexing the Property.

5.03 Rights upon Annexation. Upon annexation, except where in conflict with this Agreement, the Property shall be subject to all applicable City Ordinances, rules, regulations and Codes.

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, with the consent of the City, to any Developer-affiliated or related entity and Developer will be released from its obligations under this Agreement upon approval of assignment by the City, such approval not to be unreasonably withheld, conditioned, or delayed. 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.

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. 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) calendar 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) calendar day period, the commencement of the cure within the thirty (30) calendar day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

7.02 Enforcement. The Parties 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, 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 Owner shall be addressed:

David and Dianne Owens
29740 Ralph Fair Road
Fair Oaks Ranch, Texas 78015

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

With a copy to:

Denton, Navarro, Rocha, Bernal, Hyde & Zech, P.C.
Attn: Charles E. Zech, City Attorney
2517 N. Main Avenue
San Antonio, Texas 78212-4685

Any notice mailed to the Developer shall be addressed:

Scott Felder Homes
Attn.: Marcus Moreno & Steven Krasner
6414 River Place Blvd, Ste. 100
Austin Texas 78730

With a copy to:

Kaufman/Killen
Attn: Robert Killen, Attorney
100 West Houston Street, Suite 1250
San Antonio, Texas, 78205

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 CERTIFICATE OF COMPLIANCE

8.01 Certificate of Compliance. Within thirty (30) calendar 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; and
- (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default.

**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. A copy of this Agreement will be recorded in the Official Public Records of Bexar County, Texas and Comal County, Texas by the City.

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. This Agreement is performable in Bexar County, Texas.

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 Parties, or may be terminated or amended as to a portion of the Property by the mutual written consent of the Parties 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 the last date of execution of this Agreement by the Parties.

OWNER:

By: _____

Name: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
_____.

Notary Public in and for the State of Texas

DRAFT

OWNER:

By: _____

Name: _____

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
_____.

Notary Public in and for the State of Texas

DRAFT

DEVELOPER:

Scott Felder Homes, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of Scott Felder Homes, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

DRAFT

CITY OF FAIR OAKS RANCH, TEXAS

By: _____
Cheryl Landman, Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of City of Fair Oaks Ranch, a Texas General Law Type A city.

Notary Public in and for the State of Texas

DRAFT

EXHIBIT A
DESCRIPTION OF PROPERTY



FIELD NOTES
FOR
A 145.4 ACRE TRACT

A 145.4 acre tract of land, out of the Maria De La Luz Guerra Survey (No. 172, Abstract 257 and 173, partially in Bexar County and Comal County, Texas and being the remaining portion of a 154.12 acre tract of land conveyed to David A. Owens, described by Exhibit B, in a Partition Deed of record in Volume 9675 Page 2082 of the Official Public Records of Bexar County, Texas and Document No. 200206038282 of the Official Public Records of Comal County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a red plastic cap stamped "CUDE" in the east right-of-way line of F.M. 3351, a 100' wide right-of-way also known as Ralph Fair Road, for the southwest corner of a 19.214 acre tract of land described in Volume 16848 Page 0003 and Page 0006 of the Official Public Records of Bexar County, Texas, to the northwest corner of the Owens 154.12 acre tract and the tract described herein, from which a found Texas Department of Transportation Type I right-of-way monument in the east right-of-way line of Ralph Fair Road and the west line of the 19.214 acre tract bears, N 00° 29' 02" W, a distance of 476.57 feet;

THENCE: N 89° 34' 37" E, departing the east right-of-way line and along and with the common line between the 19.214 acre tract and the Owens 154.12 acre tract, a distance of 1241.86 feet to a point of the southwest exterior corner of a 154.12 acre tract of land conveyed to Bradley M. Kohls and Cheryl Ann Clemons, described by Exhibit C, in said Partition Deed, a north exterior corner of the Owens 154.12 acre tract, and the tract described herein, from which a found ½" iron rod with a red plastic cap stamped "CUDE" (bent) bears, S 70° 16' 27" E, a distance of 0.20 feet;

THENCE: Along and with the common line between the Owens 154.12 acre tract and the Kohls 154.12 acre tract, the following four (4) courses:

1. S 70° 16' 27" E, a distance of 460.19 feet to a set PK nail with washer stamped "KFW SURVEYING" for an interior corner of the tract described herein,
2. S 89° 40' 41" E, a distance of 569.78 feet to a found ½" iron rod with a red plastic cap stamped "CUDE" for an interior corner of the tract described herein,
3. N 00° 28' 12" W, a distance of 846.89 feet to a set PK nail with washer stamped "KFW SURVEYING" for a north exterior corner of the tract described herein, and
4. N 89° 31' 48" E, a distance of 1442.24 feet to a found ½" iron rod with a red plastic cap (unreadable) for the northeast corner of the tract described herein;

THENCE: S 00° 10' 23" W, along and with the east line of the Owens 154.12 acre tract, a distance of 1908.41 feet to a found ½" iron rod with a plastic cap (unreadable) for the northeast corner of a 159.74 acre tract of land conveyed to the Corley Family L.L.C., described by Exhibit A in said Partition Deed, the southeast corner of the Owens 154.12 acre tract and the tract described herein;

THENCE: Along and with the common line between the Corley 159.74 acre tract and the Owens 154.12 acre tract, the following nine (9) courses:

1. S 45° 27' 28" W, a distance of 398.81 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an exterior corner of the tract described herein,
2. S 70° 22' 00" W, a distance of 365.51 feet to a point for an exterior corner of the tract described herein, from which a found ½" iron rod with a red plastic cap stamped "CUDE" (bent) bears, N 74° 23' 10" E, a distance of 0.64 feet,
3. N 88° 07' 59" W, a distance of 258.24 feet to a found ½" iron rod with a plastic cap (unreadable) for an exterior corner of the tract described herein,
4. N 75° 21' 33" W, a distance of 395.09 feet to a found ½" iron rod with a red plastic cap stamped "CUDE" for an exterior corner of the tract described herein,
5. N 64° 05' 39" W, a distance of 409.65 feet to a found ½" iron rod for an exterior corner of the tract described herein,
6. N 44° 45' 49" W, a distance of 441.52 feet to a found ½" iron rod with a red plastic cap stamped "CUDE" for an interior corner of the tract described herein,
7. S 67° 21' 29" W, a distance of 189.78 feet to a found ½" iron rod with a red plastic cap stamped "CUDE" for an interior corner of the tract described herein,
8. S 51° 01' 46" W, a distance of 557.40 feet to a found ½" iron rod with a red plastic cap stamped "CUDE" for an interior corner of the tract described herein, and
9. S 02° 59' 24" W, a distance of 331.85 feet to a red plastic cap stamped "MATKIN HOOVER" for the northeast corner of an 8.750 acre tract of land conveyed to Stemen & Co., L.L.C., of record in Volume 125, Page 195 of the Official Public Records of Bexar County, Texas and a southeast exterior corner of the tract described herein, from which a found ½" iron rod with a red plastic cap stamped "CUDE" for a southeast exterior corner of the Owens 154.12 acre tract and an interior corner of the Corley 159.74 acre tract bears, S 02° 59' 24" W, a distance of 331.85 feet;

THENCE: N 85° 26' 51" W, along and with the north line of the 8.750 acre tract, a distance of 1098.71 feet to a found ½" iron rod in the east right-of-way line of Ralph Fair Road, in the west line of the Owens 154.12 acre tract, for the northwest corner of the 8.750 acre tract and the southwest corner of the tract described herein;

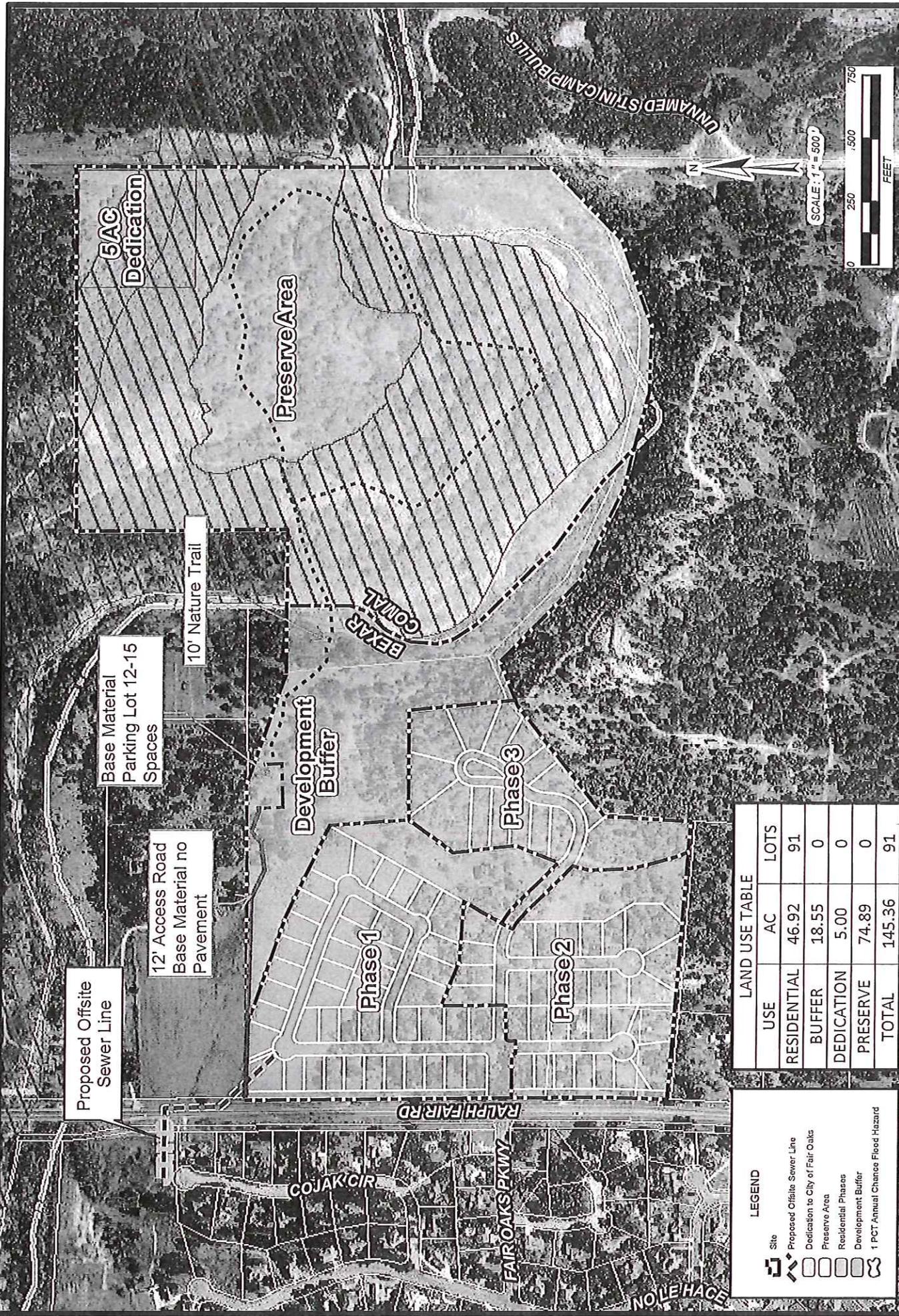
THENCE: Along and with the east right-of-way line of Ralph Fair Road and the west line of the Owens 154.12 acre tract, the following two (2) courses:

1. With a non-tangent curve to the left having a radius of 5779.58 feet, a delta angle of $03^{\circ} 27' 01''$, an arc length of 348.04 feet and a chord bears, $N 01^{\circ} 13' 29'' E$, a distance of 347.99 feet to a found 1" iron square for a point of tangency of the tract described herein, and
2. $N 00^{\circ} 30' 01'' W$, a distance of 1334.26 feet to the **POINT OF BEGINNING** and containing 145.4 acres situated partially in Bexar County and Comal County, Texas and being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.99982917988.

Job No.: 15-133
Prepared by: KFW Surveying
Date: November 2, 2015
File: S:\Draw 2015\15-133 FM 3351 145 Acres\DOCS\FN - 145 AC



DRAFT



Proposed Offsite Sewer Line

12' Access Road Base Material no Pavement

Base Material Parking Lot 12-15 Spaces

10' Nature Trail

5 AC Dedication

Preserve Area

Development Buffer

Phase 1

Phase 3

Phase 2

BEXAR GOMAL

RALPH FAIR RD

FAIR OAKS PKWY

COJAK CIR

UNNAMED STIM CAMPBULLS

NOLE HACE

LAND USE TABLE

USE	AC	LOTS
RESIDENTIAL	46.92	91
BUFFER	18.55	0
DEDICATION	5.00	0
PRESERVE	74.89	0
TOTAL	145.36	91

LEGEND

- Site
- Proposed Offsite Sewer Line
- Dedication to City of Fair Oaks
- Preserve Area
- Residential Phases
- Development Buffer
- 1 PCT Annual Chance Flood Hazard

KFW
ENGINEERS + SURVEYING
 VIKRAM B. K. J.
 14603 NEUTRINGER RD, BLDG. 40
 SAN ANTONIO, TEXAS 78238
 PHONE (210) 972-8444
 FAX (210) 972-8441

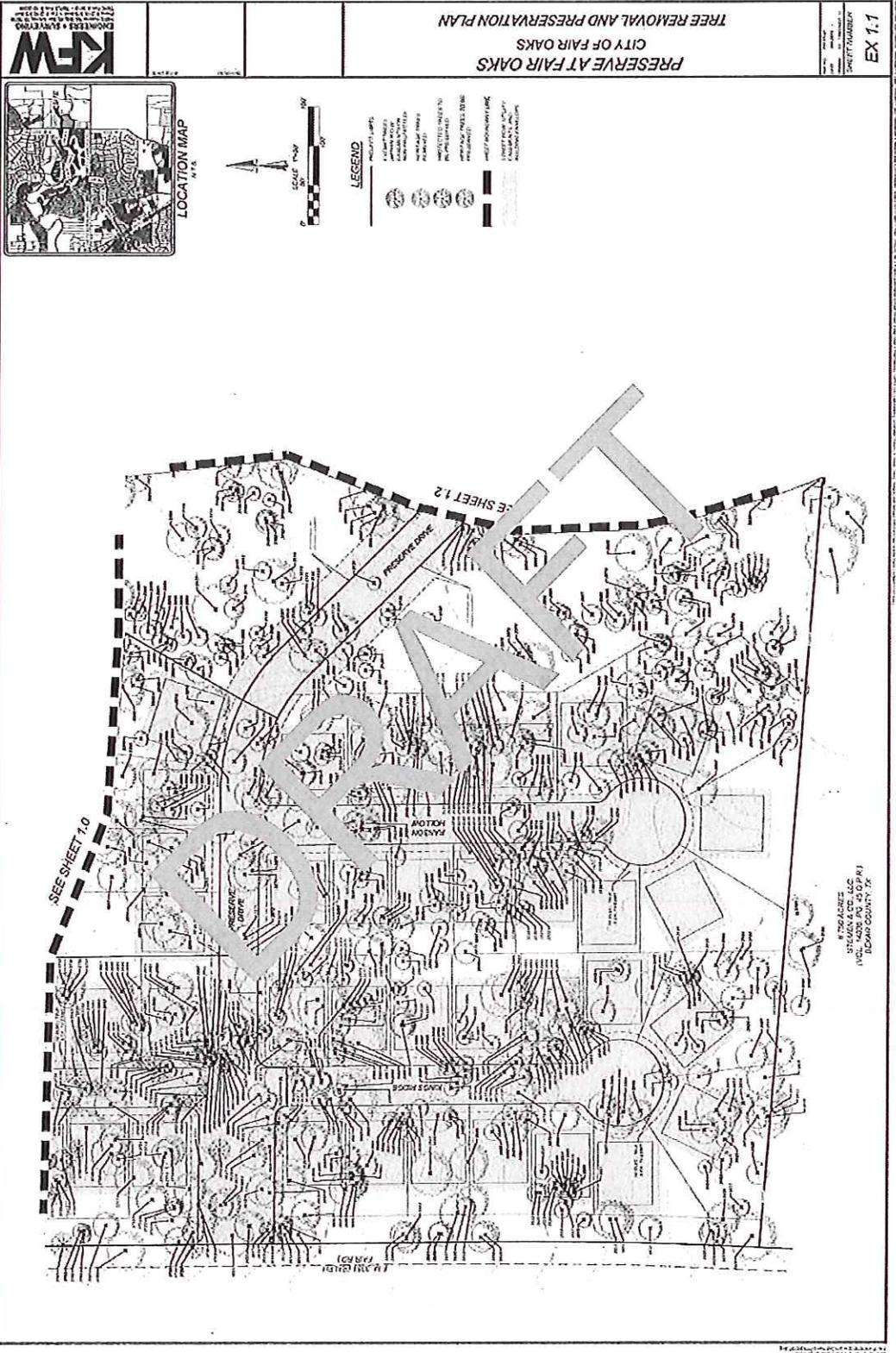
OWENS TRACT
 CONCEPT PLAN

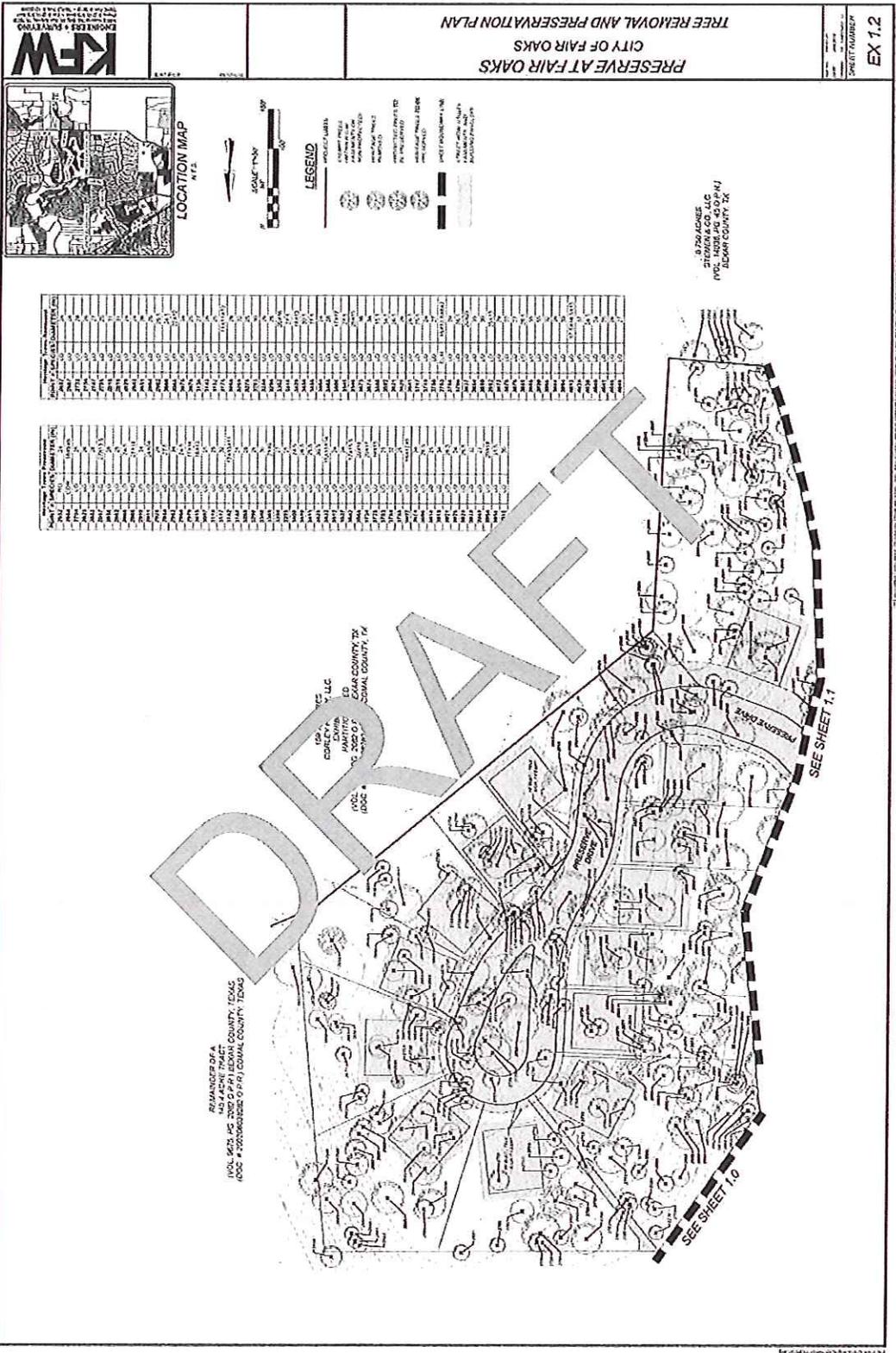
REVISIONS:

ISSUE DATE:

JOB NO. 480-01-01	DESIGNER:
DATE: January, 2016	CHECKED: R.L.
DRAWN: J.J.	SHEET: TEXT

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARD COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.







PRESERVE AT FAIR OAKS
CITY OF FAIR OAKS
TREE REMOVAL AND PRESERVATION PLAN

PROJECT NUMBER:
SHEET NUMBER:
EX 13

Tree ID	Species	DBH (in)	Height (ft)	Health	Location	Notes	Removal Date	Preservation Status	Remarks
001	Q. FULVA	12.0	15.0	1	100	100	2016	REMOVED	
002	Q. FULVA	10.0	12.0	2	100	100	2016	REMOVED	
003	Q. FULVA	8.0	10.0	3	100	100	2016	REMOVED	
004	Q. FULVA	6.0	8.0	4	100	100	2016	REMOVED	
005	Q. FULVA	4.0	6.0	5	100	100	2016	REMOVED	
006	Q. FULVA	2.0	4.0	6	100	100	2016	REMOVED	
007	Q. FULVA	1.0	3.0	7	100	100	2016	REMOVED	
008	Q. FULVA	0.5	2.0	8	100	100	2016	REMOVED	
009	Q. FULVA	0.2	1.5	9	100	100	2016	REMOVED	
010	Q. FULVA	0.1	1.0	10	100	100	2016	REMOVED	
011	Q. FULVA	0.0	0.5	11	100	100	2016	REMOVED	
012	Q. FULVA	0.0	0.0	12	100	100	2016	REMOVED	
013	Q. FULVA	0.0	0.0	13	100	100	2016	REMOVED	
014	Q. FULVA	0.0	0.0	14	100	100	2016	REMOVED	
015	Q. FULVA	0.0	0.0	15	100	100	2016	REMOVED	
016	Q. FULVA	0.0	0.0	16	100	100	2016	REMOVED	
017	Q. FULVA	0.0	0.0	17	100	100	2016	REMOVED	
018	Q. FULVA	0.0	0.0	18	100	100	2016	REMOVED	
019	Q. FULVA	0.0	0.0	19	100	100	2016	REMOVED	
020	Q. FULVA	0.0	0.0	20	100	100	2016	REMOVED	
021	Q. FULVA	0.0	0.0	21	100	100	2016	REMOVED	
022	Q. FULVA	0.0	0.0	22	100	100	2016	REMOVED	
023	Q. FULVA	0.0	0.0	23	100	100	2016	REMOVED	
024	Q. FULVA	0.0	0.0	24	100	100	2016	REMOVED	
025	Q. FULVA	0.0	0.0	25	100	100	2016	REMOVED	
026	Q. FULVA	0.0	0.0	26	100	100	2016	REMOVED	
027	Q. FULVA	0.0	0.0	27	100	100	2016	REMOVED	
028	Q. FULVA	0.0	0.0	28	100	100	2016	REMOVED	
029	Q. FULVA	0.0	0.0	29	100	100	2016	REMOVED	
030	Q. FULVA	0.0	0.0	30	100	100	2016	REMOVED	
031	Q. FULVA	0.0	0.0	31	100	100	2016	REMOVED	
032	Q. FULVA	0.0	0.0	32	100	100	2016	REMOVED	
033	Q. FULVA	0.0	0.0	33	100	100	2016	REMOVED	
034	Q. FULVA	0.0	0.0	34	100	100	2016	REMOVED	
035	Q. FULVA	0.0	0.0	35	100	100	2016	REMOVED	
036	Q. FULVA	0.0	0.0	36	100	100	2016	REMOVED	
037	Q. FULVA	0.0	0.0	37	100	100	2016	REMOVED	
038	Q. FULVA	0.0	0.0	38	100	100	2016	REMOVED	
039	Q. FULVA	0.0	0.0	39	100	100	2016	REMOVED	
040	Q. FULVA	0.0	0.0	40	100	100	2016	REMOVED	
041	Q. FULVA	0.0	0.0	41	100	100	2016	REMOVED	
042	Q. FULVA	0.0	0.0	42	100	100	2016	REMOVED	
043	Q. FULVA	0.0	0.0	43	100	100	2016	REMOVED	
044	Q. FULVA	0.0	0.0	44	100	100	2016	REMOVED	
045	Q. FULVA	0.0	0.0	45	100	100	2016	REMOVED	
046	Q. FULVA	0.0	0.0	46	100	100	2016	REMOVED	
047	Q. FULVA	0.0	0.0	47	100	100	2016	REMOVED	
048	Q. FULVA	0.0	0.0	48	100	100	2016	REMOVED	
049	Q. FULVA	0.0	0.0	49	100	100	2016	REMOVED	
050	Q. FULVA	0.0	0.0	50	100	100	2016	REMOVED	
051	Q. FULVA	0.0	0.0	51	100	100	2016	REMOVED	
052	Q. FULVA	0.0	0.0	52	100	100	2016	REMOVED	
053	Q. FULVA	0.0	0.0	53	100	100	2016	REMOVED	
054	Q. FULVA	0.0	0.0	54	100	100	2016	REMOVED	
055	Q. FULVA	0.0	0.0	55	100	100	2016	REMOVED	
056	Q. FULVA	0.0	0.0	56	100	100	2016	REMOVED	
057	Q. FULVA	0.0	0.0	57	100	100	2016	REMOVED	
058	Q. FULVA	0.0	0.0	58	100	100	2016	REMOVED	
059	Q. FULVA	0.0	0.0	59	100	100	2016	REMOVED	
060	Q. FULVA	0.0	0.0	60	100	100	2016	REMOVED	
061	Q. FULVA	0.0	0.0	61	100	100	2016	REMOVED	
062	Q. FULVA	0.0	0.0	62	100	100	2016	REMOVED	
063	Q. FULVA	0.0	0.0	63	100	100	2016	REMOVED	
064	Q. FULVA	0.0	0.0	64	100	100	2016	REMOVED	
065	Q. FULVA	0.0	0.0	65	100	100	2016	REMOVED	
066	Q. FULVA	0.0	0.0	66	100	100	2016	REMOVED	
067	Q. FULVA	0.0	0.0	67	100	100	2016	REMOVED	
068	Q. FULVA	0.0	0.0	68	100	100	2016	REMOVED	
069	Q. FULVA	0.0	0.0	69	100	100	2016	REMOVED	
070	Q. FULVA	0.0	0.0	70	100	100	2016	REMOVED	
071	Q. FULVA	0.0	0.0	71	100	100	2016	REMOVED	
072	Q. FULVA	0.0	0.0	72	100	100	2016	REMOVED	
073	Q. FULVA	0.0	0.0	73	100	100	2016	REMOVED	
074	Q. FULVA	0.0	0.0	74	100	100	2016	REMOVED	
075	Q. FULVA	0.0	0.0	75	100	100	2016	REMOVED	
076	Q. FULVA	0.0	0.0	76	100	100	2016	REMOVED	
077	Q. FULVA	0.0	0.0	77	100	100	2016	REMOVED	
078	Q. FULVA	0.0	0.0	78	100	100	2016	REMOVED	
079	Q. FULVA	0.0	0.0	79	100	100	2016	REMOVED	
080	Q. FULVA	0.0	0.0	80	100	100	2016	REMOVED	
081	Q. FULVA	0.0	0.0	81	100	100	2016	REMOVED	
082	Q. FULVA	0.0	0.0	82	100	100	2016	REMOVED	
083	Q. FULVA	0.0	0.0	83	100	100	2016	REMOVED	
084	Q. FULVA	0.0	0.0	84	100	100	2016	REMOVED	
085	Q. FULVA	0.0	0.0	85	100	100	2016	REMOVED	
086	Q. FULVA	0.0	0.0	86	100	100	2016	REMOVED	
087	Q. FULVA	0.0	0.0	87	100	100	2016	REMOVED	
088	Q. FULVA	0.0	0.0	88	100	100	2016	REMOVED	
089	Q. FULVA	0.0	0.0	89	100	100	2016	REMOVED	
090	Q. FULVA	0.0	0.0	90	100	100	2016	REMOVED	
091	Q. FULVA	0.0	0.0	91	100	100	2016	REMOVED	
092	Q. FULVA	0.0	0.0	92	100	100	2016	REMOVED	
093	Q. FULVA	0.0	0.0	93	100	100	2016	REMOVED	
094	Q. FULVA	0.0	0.0	94	100	100	2016	REMOVED	
095	Q. FULVA	0.0	0.0	95	100	100	2016	REMOVED	
096	Q. FULVA	0.0	0.0	96	100	100	2016	REMOVED	
097	Q. FULVA	0.0	0.0	97	100	100	2016	REMOVED	
098	Q. FULVA	0.0	0.0	98	100	100	2016	REMOVED	
099	Q. FULVA	0.0	0.0	99	100	100	2016	REMOVED	
100	Q. FULVA	0.0	0.0	100	100	100	2016	REMOVED	

DRAFT

EXHIBIT E
PETITION FOR ANNEXATION

DRAFT