



**CITY OF FAIR OAKS RANCH**  
**AGENDA - CITY COUNCIL REGULAR MEETING**  
February 18, 2016; 7:00 PM  
FAIR OAKS RANCH CITY HALL, 7286 DIETZ ELKHORN

**I. ROLL CALL - DECLARATION OF A QUORUM**

**II. OPEN MEETING**

Pledge of Allegiance.

**III. CEREMONIAL EVENT**

Oath of Office, Police Officer Allen Paz.

Proclamation honoring 23 years of the Fair Oaks Ranch Police Department.

**IV. 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. Presentation and Acceptance of FY 2014-2015 Financial Audit.

- Armstrong, Vaughan & Associates

**V. 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 January 7, 2016 and January 21, 2015 Regular City Council Meeting Minutes. **P1-P10**

**VI. CONSIDERATION ITEMS**

A. Approval of a sign variance submitted by DK Signs for Schott's County Store to be located at IH-10 @ Leslie Pfeiffer Road. **- Building Official P11-P16**

B. 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 P17-P41**

**VII. REPORTS FROM STAFF / COMMITTEES / COUNCIL**

1) Interim Finance Officer - January 2016 Financials.

2) Police Chief - Police Departments Annual report.

3) City Secretary - Election update, early voting dates and times, the annual Pet Clinic, semi-annual Brush/Bulk Pick-up update, and Shred Day.

4) Alderwoman Havard's Report - Military liaison activities and recommendations for future association. **P42-P43**

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

VIII. 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](http://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., February 12, 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).

**MINUTES, JANUARY 7, 2015; 9:30 AM  
CITY OF FAIR OAKS RANCH  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015**

**I. ROLL CALL – DECLARATION OF A QUORUM**

Council Members Present: Alderman Damstra, Alderman Manitzas, Mayor Pro Tem Schmidt, and Alderman Hartpence.

Council Members Absent: Alderwoman Havard.

Having a quorum present, Mayor Landman called the regular City Council meeting to order at 9:30 a.m.

**II. OPEN MEETING**

Pledge of Allegiance was led by Jim Havard, FOR Resident.

**III. CITIZENS AND GUEST FORUM/PRESENTATION**

Roy Elizondo, 28240 Steeple Chase Lane, expressed a desire that the comprehensive plan revisions assure the objective of the Plan to maintain the beauty of the City.

**IV. CONSENT ITEMS**

At the request of Alderman Manitzas, Mayor Landman moved the Resolution closing the Utilities Certificate of Deposit and authorizing transfer of funds to the Utilities investment pool to consideration items.

MOTION: Made by Alderman Manitzas, seconded by Alderman Schmidt to approve the Resolution amending authorized representatives to the City's investment pool account.

VOTE: 4-0; Motion Passed.

**V. CONSIDERATION ITEMS**

**Approval of a Resolution closing the Utilities Certificate of Deposit and authorizing transfer of funds to the Utilities investment pool.**

Carole Vanzant, Deputy City Administrator stated the City needs to move the money out of a former employee's name. We currently have an Interim Finance Officer and a social security numbers are required when opening a CD. Staff's recommendation is to move the money into TexPool until a permanent Finance Officer is hired.

MOTION: Made by Alderman Manitzas, seconded by Alderman Hartpence to approve the Resolution closing the Utilities Certificate of Deposit and authorizing transfer of funds to the Utilities investment pool.

DISCUSSION: Alderman Manitzas inquired if TexPool was the only place the City invests its money and do we compare rates. Carole responded yes we keep most of our money there because it is safe, secure, and liquid. She continued on to state that we do compare rates but as this time the CD needs to be moved into TexPool. Mayor Pro Tem Schmidt has requested staff to investigate Frost Banks Certificate of Deposit Policy.

VOTE: 4-0; Motion Passed.

**VI. DISCUSSION ITEM**

**Review of the city's 2007 Comprehensive Plan and discussion of revisions needed to bring it up to date as we enter 2016.**

Alderman Hartpence stated this document gives the City some authority. Mayor Landman provided a historical background revealing in the past the process took six to eight months to create. In the Past, Mayor Boots Gaubatz and City Administrator Roy Thomas worked with staff to create a plan to move forward. Mayor Pro Tem Schmidt would like a minimum lot size put in place. Charlie Zech, City Attorney added that lot sizes can be included in zoning not in the ETJ. Alderman Hartpence added the goal is to stick to the mission statement and he would like to see a comprehensive plan to include the ETJ, subdivision rules, zoning regulations, and Home Rule. Alderman Manitzas added gated versus non-gated communities should be the developer's discretion. Alderman Hartpence stated he will continue to work with Carole Vanzant on revisions. The City Attorney read chapter 213 of the Local Government Code defining a Municipal Comprehensive Plan. Alderman Manitzas expressed interest attending the meetings on a revision plan.

**VII. CONVENE INTO CLOSED SESSION**

Pursuant to Section 551.071 of the Open Meetings Act, Texas Gov't Code, Consultation with Attorney, a quorum of the governing body convened into closed session at 10:39 a.m. to consult with Attorneys on legal issues regarding Personnel Matters, Section 551.074, discussing the reassignment of the current Engineer-In-Training to Project Engineer.

**VIII. RECONVENE INTO OPEN SESSION**

Council reconvened into open session at 11:02 a.m.

**A. Approval of reclassifying and appropriating funds from the Utilities Fund.**

**MOTION:** Made by Mayor Pro Tem Schmidt, seconded by Alderman Manitzas to approve the reclassifying from Engineer In Training to Project Engineer and appropriating funds from the Utilities Fund.

**DISCUSSION:** Alderman Hartpence asked how the position grade seventeen was determined. Kim Stahr, Human Resources Specialist responded at the recommendation of Steve Werling. Alderman Manitzas recommended updating the job description to include more managing words.

**VOTE:** 4-0; Motion Passed.

**B. Promoting the Engineer-in-Training to Project Engineer.**

**MOTION:** Made by Alderman Manitzas, seconded by Alderman Damstra to approve promoting the Engineer In Training to Project Engineer.

**DISCUSSION:** None.

**VOTE:** 4-0; Motion Passed.

**IX. REPORTS FROM STAFF / COMMITTEES / COUNCIL**

**A. Interim City Administrator**

1. Marcus Jahns, Interim City Administrator indicated the intent was to give Council Mr. Snyder's report with enough time to review, so a future workshop will be planned to address specific questions. Grant Snyder, hydrogeologist, GLS Solutions Inc. disbursed his report and delivered an assessment of the water supply. He stated the report is complete affirming he reviewed the water supply and no additional water sources are needed for the next fifty years. He stated the City has plenty of water.
2. Marcus Jahns provide an update on future development of Owens property on Ralph Fair Road. Marcus Jahns said a meeting was held with Marcus Moreno from Scott Felder Homes, Mayor Landman, Alderman Hartpence, Ron Emmons, Carole Vanzant and himself to review a potential development agreement to bring to Council.

B. Deputy City Administrator

1. Linda Coones, Interim Finance Officer reviewed FYE 2014/15 and FYTD 2015/16 financials.
2. Carole Vanzant updated Council on new personnel: Public Works Superintendent and Police Administrative Clerk.

C. City Council

1. Requests for City topic needing additional information/research; or, potential consideration for a future agenda.
  - a) Alderman Manitzas requested for Carole Vanzant and Linda Coones to review investment opportunities and come back to Council with options.
  - b) Mayor Pro Tem Schmidt has requested an open carry review from the Police Chief.
  - c) Mayor Pro Tem Schmidt has requested a status report summary by either Pape Dawson or Ron Emmons.
  - d) Alderman Damstra requested future banning of cell phones while driving.

X. ADJOURNMENT

Mayor Landman adjourned the meeting at 11:14 a.m.

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Cheryl Landman, Mayor

ATTEST:

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P. Abrego, City Secretary

**MINUTES, JANUARY 21, 2016; 7:00 PM**  
**CITY OF FAIR OAKS RANCH**  
**7286 Dietz Elkhorn**  
**Fair Oaks Ranch, TX 78015**

**I. ROLL CALL – DECLARATION OF A QUORUM**

Council Members Present: Alderman Damstra, Alderman Manitzas, Mayor Pro Tem Schmidt, Alderman Hartpence, and Alderwoman Havard.

Having a quorum present, Mayor Landman called the Regular City Council meeting to order at 7:00 p.m.

**II. OPEN MEETING**

Cub Scouts Pack 109, Bears Den 3, conducted a flag ceremony and led the Pledge of Allegiance.

**III. CEREMONIAL EVENT**

A. Mayor Landman read and presented a Proclamation honoring Cub Scouts Pack 109, Bears Den 3.

B. Mayor Landman read and presented a Community Spirit Award to Mary Kennedy.

**IV. CITIZENS & GUEST FORUM / PRESENTATIONS**

Robert (Bob) Tancrede, 29531 Fairway Bluff would like to see speeding enforcement via tickets on secondary roads, no texting/talking on cell phones, and does not want lethal action taken against the deer.

Jaci Sprencel, 29014 Angel Fire is in favor of an education program and against a no feed Ordinance.

Jim Havard, 8617 Delta Dawn offered Council six observations regarding the edge lines on Keeneland Drive and Fair Oaks Parkway. First, he stated the 4<sup>th</sup> motion passed a 3-2 vote without a determination of where the unbudgeted funds of \$12,012 would come from. Second, the estimate of \$12,012 was for lines to be placed on both sides of the roads, not just one side as were previously installed. Third, lines on both sides of Keeneland Drive already exist from Cibolo Creek Bridge to the end of Keeneland Drive and on Fair Oaks Parkway from I-10 to the FOR Country Club just passed Dietz Elkhorn. Four, an edge line only on one side of the road causes confusion. Five, the City's Public Works Director and Chief of Police indicated if the edge lines are to be placed on these roads they should be on both sides of the roads consistent with the rest of the roads in Texas. Six, the white road edge lines tend to keep vehicle traffic closer to the centerline of the roadways compared to if there are no road edge lines painted. In conclusion, he recommended when Council revisits determination of where the \$12,012 will come from they should also modify the motion to place road edge lines on both sides of the road consistent with the rest of Keeneland, Fair Oaks Parkway, and Texas roads outside of the City of Fair Oaks Ranch.

Jan Boeckel, 31105 Keeneland is in favor of an education program not of lethal options.

Bruce Nicholson, 30800 Woodbine Way stated the deer population is decreasing due to biological control and feels Council should let biology take its course while saving the City's money.

Tom Jaster, 29627 Fairview Place is in favor of a no feed Ordinance, would like to catch, trap, and have the deer processed.

Don Smith, 30234 Fairway Ash is in favor of a no feed Ordinance, would like to catch, trap, and have the deer processed.

Clarence Huff, 8427 Northview Pass would like to see the watering restrictions to be extended over multiple days, toilets to utilize grey water, rain barrel systems or other system to assist with watering plants.

Mary McConnell, 31036 Post Oak Trail would like for the City to consider including both white tail and axis deer in the no feed Ordinance.

Roel Lopez, Director of Texas A&M Institute of Renewable Natural Resources discussed the City of San Antonio/Fair Oaks Ranch Water Policy Study which included a history report, science panel recommendations, draft report highlights, and report completion.

**V. CONSENT AGENDA**

At the request of Mayor Pro Tem Schmidt the December 17, 2015 Regular City Council meeting minutes was moved to consideration items.

**MOTION:** Made by Alderman Manitzas, seconded by Alderman Hartpence to approve the December 3, 2015 and December 17, 2015 special city council meeting minutes.

**VOTE:** 5-0; Motion Passed

**VI. CONSIDERATION ITEMS**

**A. Approval of December 17, 2015 Regular City Council meeting minutes.**

Mayor Pro Tem Schmidt was concerned and felt the content on the street striping was incorrect. Alderman Hartpence requested clarification from Interim City Administrator, Marcus Jahns who confirmed the striping would be painted back on the street as it previously was in the past. Alderwoman Havard confirmed the minutes reflected this action under 4<sup>th</sup> Motion and expressed concerns on resolving the unbudgeted funding issue prior to the street striping being completed.

**MOTION:** Made by Mayor Pro Tem Schmidt, seconded by Alderman Hartpence to approve the December 17, 2015 Regular City Council meeting minutes.

**DISCUSSION:** None

**VOTE:** 5-0; Motion Passed

**B. Approval of Resolution determining the options in managing white tailed deer in Fair Oaks Ranch, establishing an annual budget amount and other matters thereof.**

Alderman Manitzas stated the white tailed deer management issue has been around for approximately 15 years and through three separate studies. Tonight Council's goals is

to make a decision(s) and pass a motion that gives guidance to city staff on how to proceed. The staff will take that motion, create a resolution and possibly an ordinance(s). As part of the decision making we will provide additional opportunities for citizens to share their thoughts with Council prior to voting.

**MOTION:** Made by Alderman Manitzas, seconded by Alderwoman Havard to approve a resolution adopting option(s) number blank presented in the attached document titled "Range of Options to be Considered in Managing White Tailed Deer in Fair Oaks Ranch" as edited by council, for implementation. Additionally, I move that responsibility for implementation of these recommendations be assigned to the City Administrator as part of that office's ongoing work plan. Council requests that the City Administrator bring a proposed implementation plan to council within 60 days. Council also requests that actions implemented be in place for at least blank years prior to taking this subject up for major review.

**2<sup>nd</sup> Motion:** Made by Alderman Manitzas, seconded by Mayor Pro Tem Schmidt to approve a resolution adopting option(s) number 2 & 3 presented in the attached document titled "Range of Options to be Considered in Managing White Tailed Deer in Fair Oaks Ranch" as edited by council, for implementation. Additionally, I move that responsibility for implementation of these recommendations be assigned to the City Administrator as part of that office's ongoing work plan. Council requests that the City Administrator bring a proposed implementation plan to council within 60 days. Council also requests that actions implemented be in place for at least two years prior to taking this subject up for major review.

**DISCUSSION:** Alderwoman Havard reviewed the pros/cons of taking no action to the deer issue and recommend this option be eliminated; all councilmembers were in agreement. Alderman Manitzas requested the sterilization issue be removed; all councilmembers were in agreement. Mayor Pro Tem Schmidt requested sharp shooting and archery be removed; all councilmembers were in agreement. Alderman Manitzas requested trapping, transport, and processing be removed; all councilmembers were in agreement. Council supports and discussed a number of educational programs offered through Texas Parks and Wildlife, mail outs, websites, and guest speakers. Council supports and discussed a no feeding ordinance.

Bruce Nicholson, 30800 Woodbine Way supports an education program and a no feeding ordinance.

Don Smith, 30234 Fairway Ash supports reducing the deer population and is not in favor of an education program.

Sandra Wisheart, 30038 Cibolo Trace suggested the Elementary School provide education.

Debra Grandjean, 30261 Saratoga Lane stated objectives and goals should be clear and well defined before a program is implemented.

David Horwath, 8610 Monument Oak is not in favor of an education program.

Bud Holzman, 28422 Quadro Lane is in favor of a deer management program and an education program.

Bill Regan, 8624 Fairway Green Drive is not in favor of a no feeding ordinance and has concerns because he feeds his other animals and it attracts the deer.

Robert (Bob) Tancrede, 29531 Fairway Bluff is in favor of an education program and asked Council to be cautious on how the ordinance is written.

Donna Taylor, 31043 Keeneland Drive, supports a no feed ordinance.

Carolyn Knopf, 28218 Pfeiffer's Gate supports a no feed ordinance.

Tom Jaster, 29627 Fairview Place would like signs posted in the City stating do not feed the deer, supports a no feed ordinance, and is in favor of an education program that includes driving.

Jan Boeckel, 31105 Keeneland Drive inquired how a no feed ordinance can be enforceable. Chief Rubin responded it's up to Council on what direction they provide staff and we will have to be cautious on how the ordinance is written.

Mark Minahan, 8626 Jodhpur Drive supports a no feed ordinance and suggest water troffs be setup so residents can view the deer.

Dan Wisheart, 30038 Cibolo Trace supports a no feed ordinance and education program.

VOTE: 5-0; Motion Passed

**C. Approval of Resolution appointing members to the Building Codes Board of Appeals.**

Jim Earl Building Official stated that on November 19<sup>th</sup> Council approved the creation of the Building Codes Board of Appeals. Tonight I ask Council to consider appointing three board members Darrell White (Commercial Contractor), Jenks Boston (Home Builder), Walter Wong (Architect), and one alternate Earl Hamilton (Master Plumber) as board

members. The creation of a Board of Appeals complies with the Texas Statutory Requirements and will assist in improving the City's Insurance Service Office (ISO) rating.

**MOTION:** Made by Alderwoman Havard, seconded by Alderman Damstra to approve the Resolution appointing members to the Building Codes Board of Appeals.

**DISCUSSION:** Clarence Huff, 8427 Northview Pass inquired on the length of the service term. Mayor Landman responded it's at Council's will.

**VOTE:** 5-0; Motion Passed

**D. Approval of letter to San Antonio Water System (SAWS) to provide service within City limits for the corner property located at Leslie Pfeiffer/I-10.**

Ron Emmons, Public Works Director stated the City has received a request from LJA Engineering, Inc. to utilize SAWS services at 28312 Leslie Pfeiffer Drive. He recommends approval and would like to grant permission by sending them an approval letter.

**MOTION:** Made by Alderman Damstra, seconded by Alderman Hartpence to approve a letter to San Antonio Water System (SAWS) providing service within the City limits for the corner property located at Leslie Pfeiffer/I-10.

**DISCUSSION:** Ken Nichols, 30143 Cibolo Run inquired if there would be any potential loss of tax income for the City. Mayor Landman responded no.

Rich Nichols, 8115 Windmill Circle asked if the City could withhold water services from this request until we find out what's going on with the land. Ron Emmons responded no.

**VOTE:** 5-0; Motion Passed

**E. Approval of Resolution Authorizing the City to Post Notices at the Entrances to Buildings owned or leased by the City of Fair Oaks Ranch Prohibiting Concealed or Openly Carried Handguns into an area that houses a Public Meeting of a Governmental Entity that is subject to the Open Meetings Act and to post the Notices Advising the Public of the Prohibition of Carrying a Handgun on Court Facilities in Buildings that House the Municipal Court and Court Offices making License Holders Aware of the Court Facilities.**

Scott Rubin, Police Chief stated the State of Texas has passed House Bill 910 which became effective on January 1, 2016 allowing the concealed or open carrying of handguns by license holders, allowing license holders to carry handguns in public areas to include buildings owned or leased by a governmental entity. The Texas Penal Code Section 30.06 and 30.07 provide statutory notice that the license holder may not carry a handgun either concealed or openly carried into any room which houses a meeting of a governmental entity that is subject to the Open Meetings Act if notices are properly posted. The Texas Penal Code 46.03 also permits the City of Fair Oaks Ranch to prohibit a handgun license holder from carrying a handgun in portions of a building utilized by a government Court or offices which are essential to the Court operations and to make the determination as to which portions of the building are essential. Staff believes it is beneficial for the safety of all participants and attendees to prohibit the

carrying of handguns in the Municipal Court, Court Offices or a Governmental Meeting that is subject to the Open Meetings Act and place such statutory notices in compliance with the new laws at all the relevant locations in the City.

**MOTION:** Made by Alderman Hartpence, seconded by Mayor Pro Tem to approve the Resolution Authorizing the City to Post Notices at the Entrances to Buildings owned or leased by the City of Fair Oaks Ranch Prohibiting Concealed or Openly Carried Handguns into an area that houses a Public Meeting of a Governmental Entity that is subject to the Open Meetings Act and to post the Notices Advising the Public of the Prohibition of Carrying a Handgun on Court Facilities in Buildings that House the Municipal Court and Court Offices making License Holders Aware of the Court Facilities.

**DISCUSSION:** Roy Elizondo, 28240 Steeplechase Lane wanted to know if the new law applied to FORHA. Charlie Zech, City Attorney recommended that FORHA consult their attorney for advice.

**VOTE:** 5-0; Motion Passed

**E. Approval of the City of Fair Oaks Ranch FY 2015-2016 Work Plan.**

At the request of Alderman Hartpence Mayor Landman pulled this item from the agenda.

**VII. REPORTS FROM STAFF / COMMITTEES / COUNCIL**

- 1) Linda Coones, Interim Finance Officer presented the investment report and December financials to Council.
- 2) Ron Emmons, Public Works Director provided an update to Council on the Pape Dawson Roadway Construction.
- 3) Carole Vanzant, Deputy City Administrator announced personnel changes and open positions for animal control, utility technician, and the maintenance worker position. She also announced the upcoming Brush/Bulk pick-up service dates.
- 4) Marcus Jahns, City Administrator provided the status of pending development agreement with Scott Felder Homes regarding the Owens property and stated it will be brought to Council on February 4, 2016. Marcus Jahns, stated the ordinance on the Impact Fees is not in compliance with the States requirements and we are going to bill at the corrected amount.
- 5) Mayor Landman provided an update on the long range Boerne ISD and reviewed the dates for future Water Conservation/Rain Barrel workshops.
- 6) Council - Requests for City topic needing additional information/research; or, potential consideration for a future agenda.
  - a) Alderman Damstra would like to discuss hand held cell phones.
  - b) Mayor Pro Tem Schmidt would like a presentation on February 4, 2016 from Pape Dawson.

**VIII. ADJOURNMENT**

Mayor Landman adjourned the meeting at 10:20 p.m.

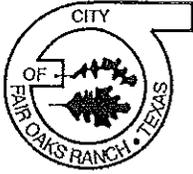
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Cheryl Landman, Mayor

ATTEST:

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P. Abrego, City Secretary



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**CITY COUNCIL CONSIDERATION ITEM**  
**CITY OF FAIR OAKS RANCH, TEXAS**

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AGENDA TOPIC: Sign Variance for the Property located at IH-10 @ Leslie Pfeiffer Road.  
START/END DATE: February 18, 2016  
DEPARTMENT: Building Codes  
PRESENTED BY: Jim Earl

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**INTRODUCTION/BACKGROUND:**

On February 9, 2016 Darrell Keller (DK Signs) submitted a variance application for Tract 2, lots 2 and 3, located at IH10/Leslie Pfeiffer Road. The sign variance is being requested because this land sits on the access road right off the highway. The exit ramp is being relocated and visibility is needed to direct customers to the property.

Fair Oaks Ranch Code of Ordinances Chapter 15, Sec. 15.01.010 (B) (iii) a. and Sec. 15.01.010 (B) (v) taken together, allow for two pole/pylon signs with a maximum height of 25', maximum anchor tenant square footage of 75 feet, and maximum cumulative individual business sign square footage of 150 feet with no business sign of over 50 square feet.

DK Signs is requesting to build and install two signs. Design #03 is 50' tall, with anchor tenant square footage of 77 feet, and two tenant signs of 142 square feet and 144 square feet. Design #02 is 33' tall.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

None

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

None

**LEGAL ANALYSIS:**

None

**PROPOSED MOTION:**

This is a Council policy item for consideration.



# City of Fair Oaks Ranch VARIANCE APPLICATION

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

Visit the City's website to review the Code of Ordinances: [www.fairoaksranchtx.org](http://www.fairoaksranchtx.org)

|  |                                  |                               |
|--|----------------------------------|-------------------------------|
| TO BE COMPLETED BY STAFF:  |                                  |                               |
| Submittal Date: <u>2-9-2016</u>  | Fee Paid: <u>100.</u>            | Receipt Number: <u>364388</u> |
| Completeness Reviewed By: <u>Jim Earl</u>  | Date: <u>2-9-2016</u>            |                               |
| Incomplete Application:  | Return Date: _____ Reason: _____ |                               |
| Completed Application to be considered at a City Council Meeting scheduled: <u>2-18-2016 @ 7pm</u> |                                  |                               |

### APPLICANT

### PROPERTY OWNER

|  |                                   |
|--|-----------------------------------|
| Name: <u>Darrell Keller - DK Signs LLC</u>     | <u>Robney + Tiffeney Schott</u>   |
| Address: <u>1835 Century Oak Trail</u>         | <u>20145 Bandera Rd</u>           |
| City/State/Zip: <u>San Antonio, TX 78232</u>   | <u>Helotes, TX 78023</u>          |
| Daytime Phone: <u>210-317-9024</u>             | <u>210-287-6693</u>               |
| Email Address: <u>darrell.keller@gmail.com</u> | <u>schott.taxidermy@yahoo.com</u> |

### PROPERTY DESCRIPTION

Unit/Subdivision: Tract 2 Lot Number(s): 243 2.10 Acres

Street Address: RH10 @ Leslie Pfeiffer Rd.

Type of Variance: Sign Variance

Additional page per variance type will need to be completed. Please answer the questions as evidence of compliance and purpose for requiring a variance and attach any supporting documents, illustrations, or photographs.

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

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

Signature: [Signature] Date: 2/8/16



# Article 15 – Signs

Sec. 15.01.013 Variance. Any person, business, or other organization desiring to continue to construct, reconstruct, place, install, relocate, alter, or use any sign which does not conform to the provisions of this article may make application to the city council for a variance only if your signs permit was denied by the building code official.

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

Variance Fee: \$100.00

- (1) Is the type of sign requesting specified prohibited in Article 15?  Yes  No
  - a) What type of sign do you wish to erect? 2 Signs (1) Free standing Nylon Sign (1) ID/Price Sign
- (2) Which section of Article 15 cause reason for this variance? Sec 15.01.010
  - a) Reason for your request: Because the 2 Signs we are building & installing are larger than the code allows.
- (3) Would failure to grant this variance have an effect on the purpose of your request?  Yes  No
  - a) If yes, Explain: \_\_\_\_\_
- (4) Will this variance comply with the spirit, goals and purpose outlined in Article 15?  Yes  No
- (5) Will granting this variance result in conflict of the public's interest?  Yes  No
- (6) Are there special circumstances or conditions affecting the land involved such that the strict enforcement of this article would result in unnecessary hardship, and is not merely financial or economic hardship?  Yes  No
  - a) If yes, Explain: Land sits off the highway and they are moving the exit ramp. Need visibility to direct customers to property. Also all competitors within 1 mile radius have Hi Rise signs & ID/Price signs to Maximum Height 1 size.
- (7) Have you requested the same variance within the past twelve (12) months?  Yes  No
- (8) Is this temporary request?  Yes  No
  - a) If yes, Period Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

City Council Findings: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Reset: \_\_\_\_\_

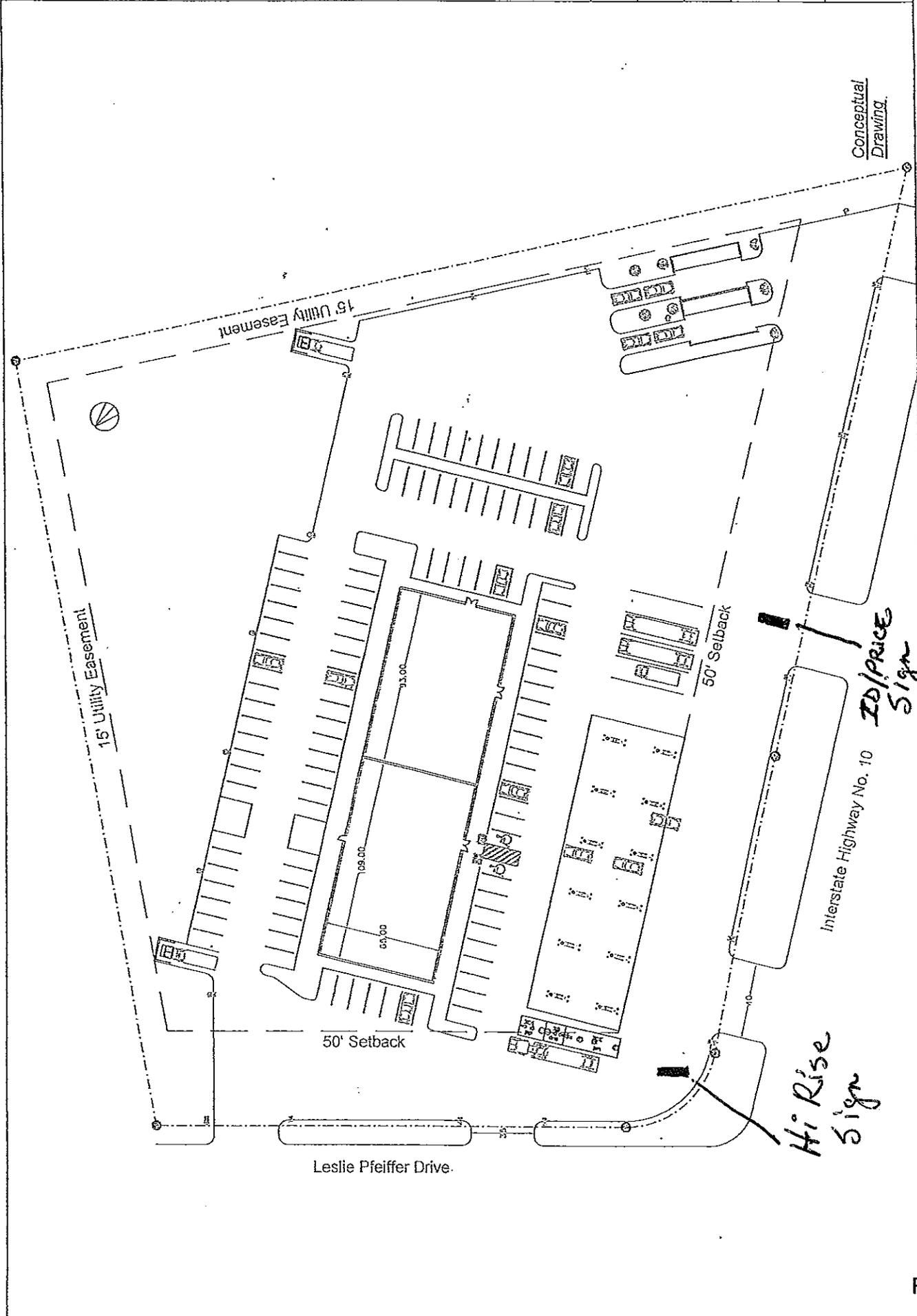


FAIR OAKS SHELL

Project

|              |          |
|--------------|----------|
| Date         | 6-1-2011 |
| Scale        | 1"=50'   |
| Drawn by     | DD       |
| Revision No. |          |
| Approved by  |          |
| Drawing No.  |          |

Conceptual Drawing

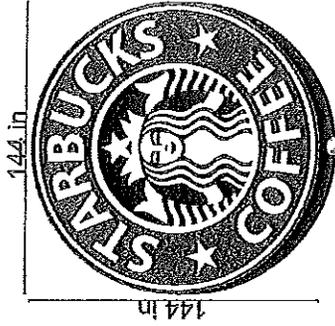




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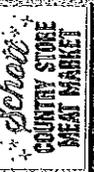


156 in

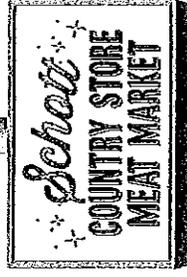


144 in

144 in



84 in



132 in

SCHOTT SIGN 77 SQ FT  
VALERO SIGN 142 SQ FT  
STARBUCKS SIGN 144 SQ FT

TOTAL ALL 3 SIGNS 363 SQ FT

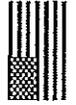
CUSTOMER: VALERO / SCHOTT MEAT MARKET SALES REF: Darrell DESIGN # 03

LOCATION: IH-10 AND FAIR OAKS PARKWAY DATE: 1-19-16

CONTACT: CLIENT APPROVAL: SCALE:

THIS PUBLISHED DESIGN IS THE PROPERTY OF DK SIGNS AND IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. IT IS NOT TO BE MODIFIED, COPIED, REPRODUCED, EXHIBITED, OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION OF DK SIGNS. VIOLATION OF THE ABOVE ENTITLES DK SIGNS TO COLLECT FEES FOR ART AND STAFF TIME FROM THE CUSTOMER.

ALL SIGNS WIRED 120V UNLESS SPECIFIED OTHERWISE . . .

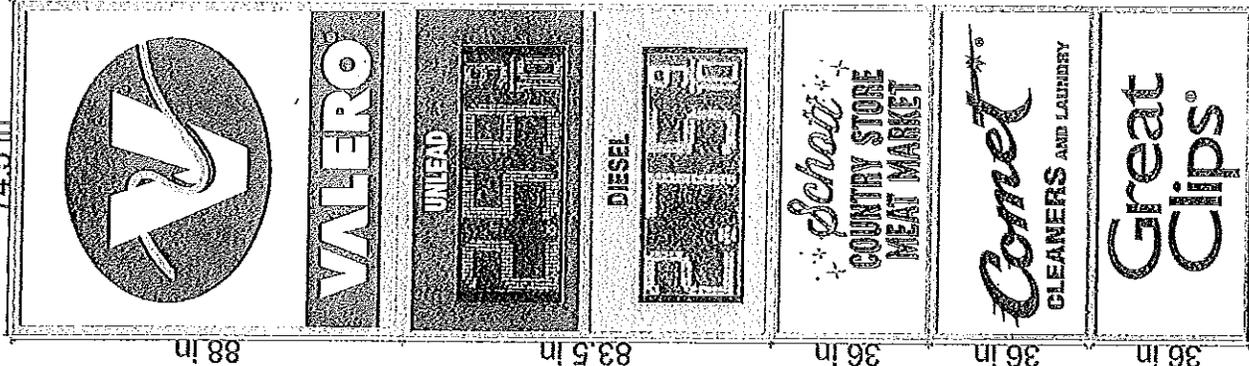


**DK SIGNS**

210.317.9024 darrell\_keller@mail.com  
www.dksignsanddesigns.com

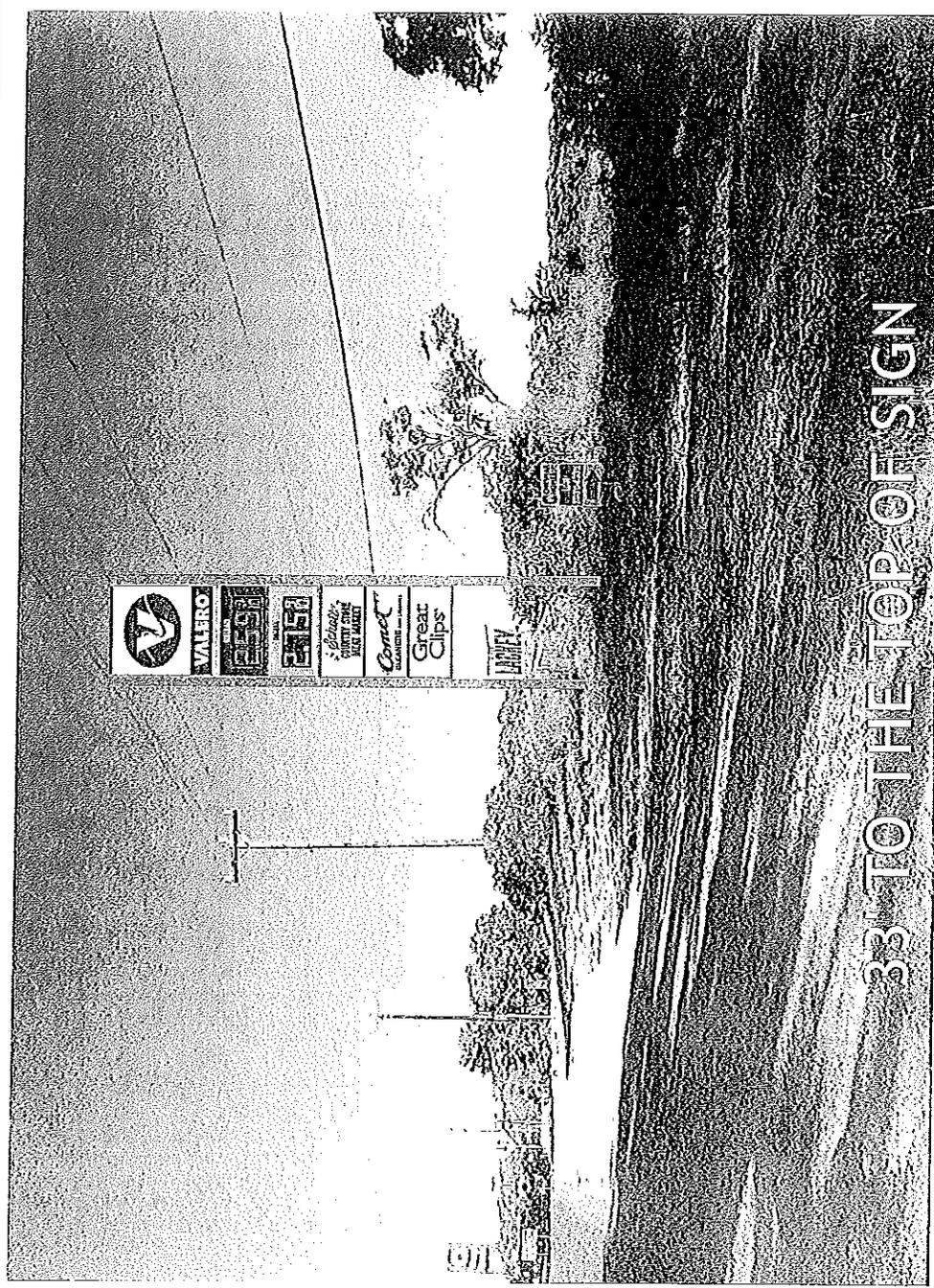
74.5 in

88 in



24 in

24 in



33' TO THE TOP OF SIGN

VALERO SIGN 45.5 SQ FT  
 DIGITAL PRICE SIGN 43.1 SQ FT  
 SCHOTT SIGN 18.6 SQ FT  
 COMET SIGN 18.6 SQ FT  
 GREAT CLIPS SIGN 18.6 SQ FT  
 TOTAL SQ FT 144.4 SQ FT

CUSTOMER: VALERO / SCHOTT MEAT MARKET

LOCATION: IH 10 FAIR OAKS PARKWAY

CONTACT: CLIENT APPROVAL:

SALES REP: Darrell

DATE: 1-19-16

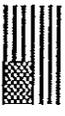
SCALE:

DESIGN # 02

THIS UNPUBLISHED DESIGN IS THE PROPERTY OF DK SIGNS AND IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. IT IS NOT TO BE MODIFIED, COPIED, REPRODUCED, EXHIBITED, OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION OF DK SIGNS. VIOLATION OF THE ABOVE, ENTITLES DK SIGNS TO COLLECT FEES FOR ART AND STAFF TIME FROM THE CUSTOMER.

ALL SIGNS WIRED 120V UNLESS SPECIFIED OTHERWISE...

**DK SIGNS**



210.317.9024 darrell\_keller@gmail.com  
 www.dksignsanddesigns.com



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 the 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 on or 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 rights-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 (or attempt to convey) the Preserve Area to the Fair Oaks Ranch Homeowners Association (FORHA) after January 1, 2017, but before March 1, 2017 ("Conveyance Period"). If FORHA declines or fails to take ownership of the Preserve Area within the Conveyance Period, Developer shall convey the Preserve Area to the City within the 60 days immediately following the expiration of the Conveyance Period. Any conveyance shall require the Preserve Area to remain undeveloped in its current natural state in perpetuity, with the exception of the improvements described in Section 2.13 below. If the City takes ownership of the Preserve Area, it shall be accessible to the citizens of Fair Oaks Ranch, as well as the residents of the Project.

**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 shall remain in its natural state, with the exception of improved and/or unimproved hike and bike trails, water quality/detention improvements, and those improvements described in Section 2.13 below. The Development Buffer is further described in the attached Concept Plan. Developer shall convey the Developer Buffer to the homeowners association created for the residential lots within the Project area. Developer further agrees to restrict the use of the Buffer Area to the uses permitted under this Agreement either through a deed restriction or restrictive covenants. 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".

**2.13 Nature Trail.** On or before December 31, 2017 Developer shall clear a ten-foot (10') wide, passable nature trail free of brush and tree obstructions ("Nature Trail") within the Preserve Area as shown on the Concept Plan for horseback riding, jogging, hiking and biking purposes. This Nature Trail shall remain pervious and be in the general location shown on the Concept Plan. The final location of the Nature Trail shall be approved by the owner of the Preserve Area (either FORHA or the City), such approval not to be unreasonably withheld. Nothing in this Agreement shall be construed to prohibit the future owner of the Preserve Area from adding additional trails of similar design to the Preserve Area at a later date. Developer shall construct a twelve-foot (12') wide roadway to access the Nature Trail ("Access Roadway"), as well as parking area for approximately twelve (12) to fifteen (15) parking spaces ("Parking Area"). The Access Roadway and Parking Area shall be located within the Development Buffer in the approximate location shown on the Concept Plan; however, Developer may shift the location of the Access Roadway or Parking Area, as well as the Nature Trail, if necessary for tree preservation. Developer shall install base material for the Access Roadway and Parking Area,

but shall not be required to install any additional material, such as asphalt. Developer shall install two (2) trash receptacles within the Parking Area, as well as install cedar posts and signage at the entrance to the Nature Trail. The entrance to the Nature Trail at the Parking Area shall have large boulders to prevent motorized vehicles from accessing the Nature Trail.

If the City takes ownership of the Preserve Area, it shall maintain and police the Nature Trail, Access Roadway, and Parking Area subsequent to Developer's conveyance of the Preserve Area. Within thirty (30) calendar days of completion of the Access Roadway, Parking Area, and Nature Trail, Developer shall grant the owner of the Preserve Area (FORHA or City) an easement in the Development Buffer for the maintenance and use of the Access Roadway, Parking Area, and Nature Trail. Public access to the Access Roadway, Parking Area, and Nature Trail shall be limited to daylight hours. If the City takes ownership of the Preserve Area, it shall be responsible for limiting access to the Nature Trail, Access Roadway, and Parking Area during hours in which the Nature Trail is closed to the public. Developer shall be permitted to use the Access Roadway as is necessary to access drainage or water quality improvements within the Development Buffer.

### **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 if 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"). A water line currently exists on the western side of Ralph Fair Road directly across from the Property. Developer shall be responsible for extending the water line across Ralph Fair Road to the Property boundary.

**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 water impact fee (\$5,400.00) and wastewater impact fee (\$1,550.00) for the each individual residential unit are a combined total of \$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. The Parties agree that monetary damages are not a sufficient remedy for a default of this Agreement. As a remedy for default, the non-defaulting party shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages.

**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 1; 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 & Steve Krasoff  
6414 River Place Blvd, Ste. 100  
Austin Texas 78730

With a copy to:

Kaufman/Killen  
Attn: Rob 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 only 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

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

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

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

**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, for 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 for a 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 345.30 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 14036 Page 405 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:

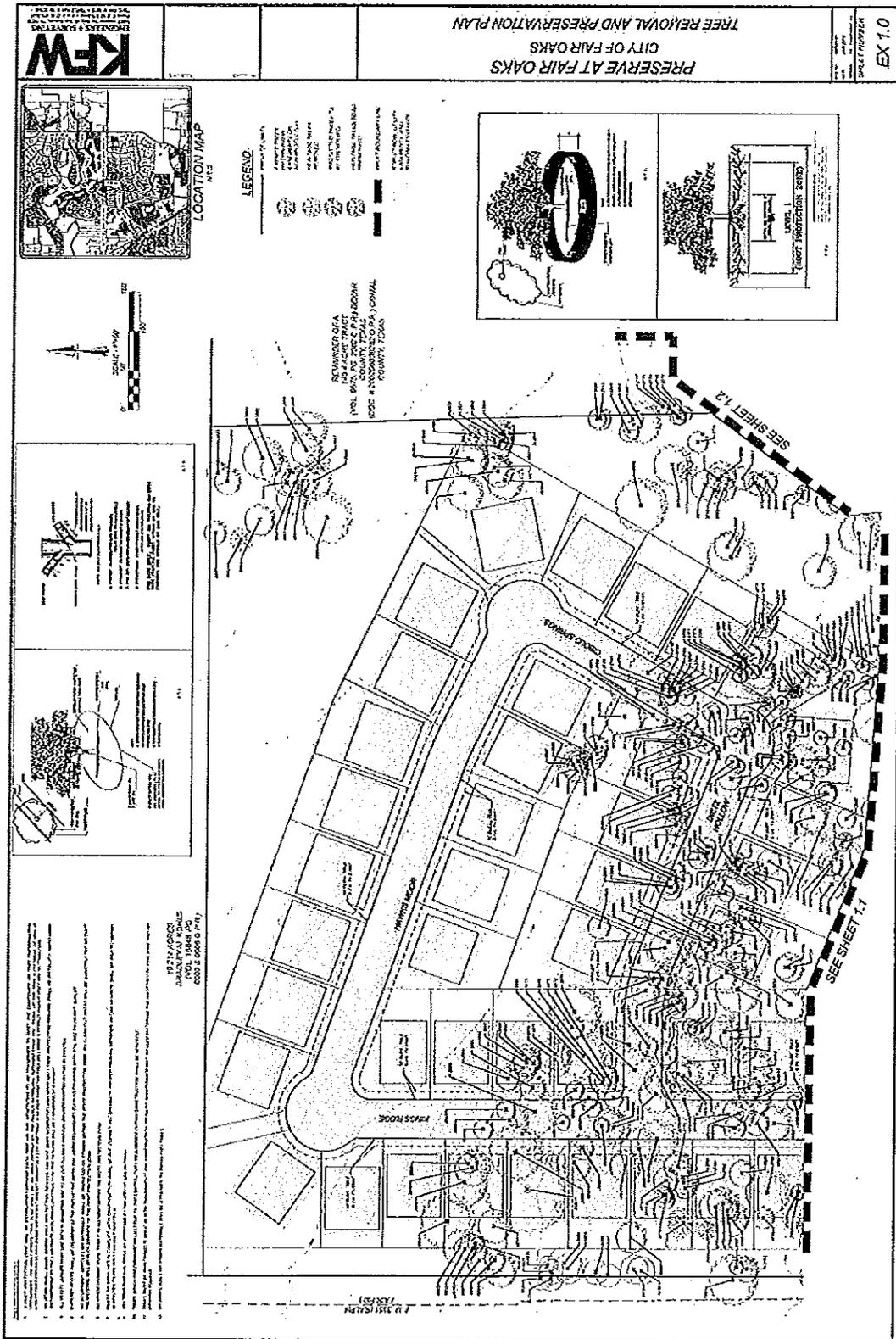
1. With a non-tangent curve to the left having a radius of 5779.58 feet, a delta angle of  $03^{\circ} 27' 01''$ , an arc length of 348.04 feet and a chord bears,  $N 01^{\circ} 13' 29'' E$ , a distance of 347.99 feet to a found 1" iron square for a point of tangency of the tract described herein, and
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: SADraw 2015\15-133 FM 3351 145 Acres\DOCS\FN - 145.4 AC





# EXHIBIT C HERITAGE TREE REMOVAL EXHIBIT







| KRW<br>KENTWOOD RECREATION WORKS |     | CITY OF FAIR OAKS<br>PRESERVE AT FAIR OAKS<br>TREE REMOVAL AND PRESERVATION PLAN |     | EX. 1.3<br>SHEET NUMBER |
|----------------------------------|-----|--|-----|-------------------------|
| 1                                | 2   | 3  | 4   | 5                       |
| 6                                | 7   | 8  | 9   | 10                      |
| 11                               | 12  | 13   | 14  | 15                      |
| 16                               | 17  | 18   | 19  | 20                      |
| 21                               | 22  | 23   | 24  | 25                      |
| 26                               | 27  | 28   | 29  | 30                      |
| 31                               | 32  | 33   | 34  | 35                      |
| 36                               | 37  | 38   | 39  | 40                      |
| 41                               | 42  | 43   | 44  | 45                      |
| 46                               | 47  | 48   | 49  | 50                      |
| 51                               | 52  | 53   | 54  | 55                      |
| 56                               | 57  | 58   | 59  | 60                      |
| 61                               | 62  | 63   | 64  | 65                      |
| 66                               | 67  | 68   | 69  | 70                      |
| 71                               | 72  | 73   | 74  | 75                      |
| 76                               | 77  | 78   | 79  | 80                      |
| 81                               | 82  | 83   | 84  | 85                      |
| 86                               | 87  | 88   | 89  | 90                      |
| 91                               | 92  | 93   | 94  | 95                      |
| 96                               | 97  | 98   | 99  | 100                     |
| 101                              | 102 | 103  | 104 | 105                     |
| 106                              | 107 | 108  | 109 | 110                     |
| 111                              | 112 | 113  | 114 | 115                     |
| 116                              | 117 | 118  | 119 | 120                     |
| 121                              | 122 | 123  | 124 | 125                     |
| 126                              | 127 | 128  | 129 | 130                     |
| 131                              | 132 | 133  | 134 | 135                     |
| 136                              | 137 | 138  | 139 | 140                     |
| 141                              | 142 | 143  | 144 | 145                     |
| 146                              | 147 | 148  | 149 | 150                     |
| 151                              | 152 | 153  | 154 | 155                     |
| 156                              | 157 | 158  | 159 | 160                     |
| 161                              | 162 | 163  | 164 | 165                     |
| 166                              | 167 | 168  | 169 | 170                     |
| 171                              | 172 | 173  | 174 | 175                     |
| 176                              | 177 | 178  | 179 | 180                     |
| 181                              | 182 | 183  | 184 | 185                     |
| 186                              | 187 | 188  | 189 | 190                     |
| 191                              | 192 | 193  | 194 | 195                     |
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| 211                              | 212 | 213  | 214 | 215                     |
| 216                              | 217 | 218  | 219 | 220                     |
| 221                              | 222 | 223  | 224 | 225                     |
| 226                              | 227 | 228  | 229 | 230                     |
| 231                              | 232 | 233  | 234 | 235                     |
| 236                              | 237 | 238  | 239 | 240                     |
| 241                              | 242 | 243  | 244 | 245                     |
| 246                              | 247 | 248  | 249 | 250                     |
| 251                              | 252 | 253  | 254 | 255                     |
| 256                              | 257 | 258  | 259 | 260                     |
| 261                              | 262 | 263  | 264 | 265                     |
| 266                              | 267 | 268  | 269 | 270                     |
| 271                              | 272 | 273  | 274 | 275                     |
| 276                              | 277 | 278  | 279 | 280                     |
| 281                              | 282 | 283  | 284 | 285                     |
| 286                              | 287 | 288  | 289 | 290                     |
| 291                              | 292 | 293  | 294 | 295                     |
| 296                              | 297 | 298  | 299 | 300                     |
| 301                              | 302 | 303  | 304 | 305                     |
| 306                              | 307 | 308  | 309 | 310                     |
| 311                              | 312 | 313  | 314 | 315                     |
| 316                              | 317 | 318  | 319 | 320                     |
| 321                              | 322 | 323  | 324 | 325                     |
| 326                              | 327 | 328  | 329 | 330                     |
| 331                              | 332 | 333  | 334 | 335                     |
| 336                              | 337 | 338  | 339 | 340                     |
| 341                              | 342 | 343  | 344 | 345                     |
| 346                              | 347 | 348  | 349 | 350                     |
| 351                              | 352 | 353  | 354 | 355                     |
| 356                              | 357 | 358  | 359 | 360                     |
| 361                              | 362 | 363  | 364 | 365                     |
| 366                              | 367 | 368  | 369 | 370                     |
| 371                              | 372 | 373  | 374 | 375                     |
| 376                              | 377 | 378  | 379 | 380                     |
| 381                              | 382 | 383  | 384 | 385                     |
| 386                              | 387 | 388  | 389 | 390                     |
| 391                              | 392 | 393  | 394 | 395                     |
| 396                              | 397 | 398  | 399 | 400                     |
| 401                              | 402 | 403  | 404 | 405                     |
| 406                              | 407 | 408  | 409 | 410                     |
| 411                              | 412 | 413  | 414 | 415                     |
| 416                              | 417 | 418  | 419 | 420                     |
| 421                              | 422 | 423  | 424 | 425                     |
| 426                              | 427 | 428  | 429 | 430                     |
| 431                              | 432 | 433  | 434 | 435                     |
| 436                              | 437 | 438  | 439 | 440                     |
| 441                              | 442 | 443  | 444 | 445                     |
| 446                              | 447 | 448  | 449 | 450                     |
| 451                              | 452 | 453  | 454 | 455                     |
| 456                              | 457 | 458  | 459 | 460                     |
| 461                              | 462 | 463  | 464 | 465                     |
| 466                              | 467 | 468  | 469 | 470                     |
| 471                              | 472 | 473  | 474 | 475                     |
| 476                              | 477 | 478  | 479 | 480                     |
| 481                              | 482 | 483  | 484 | 485                     |
| 486                              | 487 | 488  | 489 | 490                     |
| 491                              | 492 | 493  | 494 | 495                     |
| 496                              | 497 | 498  | 499 | 500                     |
| 501                              | 502 | 503  | 504 | 505                     |
| 506                              | 507 | 508  | 509 | 510                     |
| 511                              | 512 | 513  | 514 | 515                     |
| 516                              | 517 | 518  | 519 | 520                     |
| 521                              | 522 | 523  | 524 | 525                     |
| 526                              | 527 | 528  | 529 | 530                     |
| 531                              | 532 | 533  | 534 | 535                     |
| 536                              | 537 | 538  | 539 | 540                     |
| 541                              | 542 | 543  | 544 | 545                     |
| 546                              | 547 | 548  | 549 | 550                     |
| 551                              | 552 | 553  | 554 | 555                     |
| 556                              | 557 | 558  | 559 | 560                     |
| 561                              | 562 | 563  | 564 | 565                     |
| 566                              | 567 | 568  | 569 | 570                     |
| 571                              | 572 | 573  | 574 | 575                     |
| 576                              | 577 | 578  | 579 | 580                     |
| 581                              | 582 | 583  | 584 | 585                     |
| 586                              | 587 | 588  | 589 | 590                     |
| 591                              | 592 | 593  | 594 | 595                     |
| 596                              | 597 | 598  | 599 | 600                     |
| 601                              | 602 | 603  | 604 | 605                     |
| 606                              | 607 | 608  | 609 | 610                     |
| 611                              | 612 | 613  | 614 | 615                     |
| 616                              | 617 | 618  | 619 | 620                     |
| 621                              | 622 | 623  | 624 | 625                     |
| 626                              | 627 | 628  | 629 | 630                     |
| 631                              | 632 | 633  | 634 | 635                     |
| 636                              | 637 | 638  | 639 | 640                     |
| 641                              | 642 | 643  | 644 | 645                     |
| 646                              | 647 | 648  | 649 | 650                     |
| 651                              | 652 | 653  | 654 | 655                     |
| 656                              | 657 | 658  | 659 | 660                     |
| 661                              | 662 | 663  | 664 | 665                     |
| 666                              | 667 | 668  | 669 | 670                     |
| 671                              | 672 | 673  | 674 | 675                     |
| 676                              | 677 | 678  | 679 | 680                     |
| 681                              | 682 | 683  | 684 | 685                     |
| 686                              | 687 | 688  | 689 | 690                     |
| 691                              | 692 | 693  | 694 | 695                     |
| 696                              | 697 | 698  | 699 | 700                     |
| 701                              | 702 | 703  | 704 | 705                     |
| 706                              | 707 | 708  | 709 | 710                     |
| 711                              | 712 | 713  | 714 | 715                     |
| 716                              | 717 | 718  | 719 | 720                     |
| 721                              | 722 | 723  | 724 | 725                     |
| 726                              | 727 | 728  | 729 | 730                     |
| 731                              | 732 | 733  | 734 | 735                     |
| 736                              | 737 | 738  | 739 | 740                     |
| 741                              | 742 | 743  | 744 | 745                     |
| 746                              | 747 | 748  | 749 | 750                     |
| 751                              | 752 | 753  | 754 | 755                     |
| 756                              | 757 | 758  | 759 | 760                     |
| 761                              | 762 | 763  | 764 | 765                     |
| 766                              | 767 | 768  | 769 | 770                     |
| 771                              | 772 | 773  | 774 | 775                     |
| 776                              | 777 | 778  | 779 | 780                     |
| 781                              | 782 | 783  | 784 | 785                     |
| 786                              | 787 | 788  | 789 | 790                     |
| 791                              | 792 | 793  | 794 | 795                     |
| 796                              | 797 | 798  | 799 | 800                     |
| 801                              | 802 | 803  | 804 | 805                     |
| 806                              | 807 | 808  | 809 | 810                     |
| 811                              | 812 | 813  | 814 | 815                     |
| 816                              | 817 | 818  | 819 | 820                     |
| 821                              | 822 | 823  | 824 | 825                     |
| 826                              | 827 | 828  | 829 | 830                     |
| 831                              | 832 | 833  | 834 | 835                     |
| 836                              | 837 | 838  | 839 | 840                     |
| 841                              | 842 | 843  | 844 | 845                     |
| 846                              | 847 | 848  | 849 | 850                     |
| 851                              | 852 | 853  | 854 | 855                     |
| 856                              | 857 | 858  | 859 | 860                     |
| 861                              | 862 | 863  | 864 | 865                     |
| 866                              | 867 | 868  | 869 | 870                     |
| 871                              | 872 | 873  | 874 | 875                     |
| 876                              | 877 | 878  | 879 | 880                     |
| 881                              | 882 | 883  | 884 | 885                     |
| 886                              | 887 | 888  | 889 | 890                     |
| 891                              | 892 | 893  | 894 | 895                     |
| 896                              | 897 | 898  | 899 | 900                     |
| 901                              | 902 | 903  | 904 | 905                     |
| 906                              | 907 | 908  | 909 | 910                     |
| 911                              | 912 | 913  | 914 | 915                     |
| 916                              | 917 | 918  | 919 | 920                     |
| 921                              | 922 | 923  | 924 | 925                     |
| 926                              | 927 | 928  | 929 | 930                     |
| 931                              | 932 | 933  | 934 | 935                     |
| 936                              | 937 | 938  | 939 | 940                     |
| 941                              | 942 | 943  | 944 | 945                     |
| 946                              | 947 | 948  | 949 | 950                     |
| 951                              | 952 | 953  | 954 | 955                     |
| 956                              | 957 | 958  | 959 | 960                     |
| 961                              | 962 | 963  | 964 | 965                     |
| 966                              | 967 | 968  | 969 | 970                     |
| 971                              | 972 | 973  | 974 | 975                     |
| 976                              | 977 | 978  | 979 | 980                     |
| 981                              | 982 | 983  | 984 | 985                     |
| 986                              | 987 | 988  | 989 | 990                     |
| 991                              | 992 | 993  | 994 | 995                     |
| 996                              | 997 | 998  | 999 | 1000                    |



**EXHIBIT E**  
**PETITION FOR ANNEXATION**

**PETITION FOR ANNEXATION**  
**OF LAND INTO THE CITY OF FAIR OAKS RANCH**

TO THE HONORABLE CITY COUNCIL, CITY OF FAIR OAKS RANCH, TEXAS:

I or we, \_\_\_\_\_, owner(s) of the land described below by metes and bounds and, being contiguous and adjacent land and territory to the present corporate limits of the City of Fair Oaks Ranch, Texas, hereby request annexation of the described land into the City of Fair Oaks Ranch. I (we) understand that the request does not necessarily mean that the land will be annexed, but that the City will consider the request based upon requests received from other land owners and an evaluation of services to be provided.

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**INSERT LEGAL DESCRIPTION & ATTACH PLAT & METES AND BOUNDS DESCRIPTION**

Wherefore, petitioners respectfully request that the hereinabove described land be forthwith incorporated into and become a part of the territory of the municipal corporation of the City of Fair Oaks Ranch, \_\_\_\_\_ County, Texas.

Respectfully Submitted,

\_\_\_\_\_  
Petitioner(s) Signature

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who having knowledge of the facts contained herein acknowledge to me that he executed the same for the purposes and consideration therein expressed, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

February \_\_, 2016

Report to Council on Military Liaison Activities and Recommendations for Future Association  
February 2016

**BACKGROUND**

A professional association between the 201<sup>st</sup> Military Intelligence Battalion (201st MI BN) and the City of Fair Oaks Ranch was established in the 2007 time frame. Upon prompting by retired Chief Warrant Officer Bud Holzman, the City became aware that association/relationship had withered. On Jun 19, 2015 Alderman Manitzas, Alderman Havard, and FORHA Vice President Al McDavid met with Mr. Holzman to update him on steps taken to revitalize the relationship. All agreed on the following guiding principle for association with the unit:

*The city and 201<sup>st</sup> MI BN will establish a relationship that satisfies both parties and is consistent with the desires of the unity as expressed by their unit commander. The city's involvement will be managed by the city council under the guidance of a military liaison from the council. The unit commander will manage the unit's involvement in the relationship.*

**REPORT**

After several attempts to make contact with the unit, Al McDavid, Vice-President of FORHA and Alderman Havard met with LTC David Violand and Command Sergeant Major (CSM) Jason Davis for lunch on Wednesday, February 3, 2016. This effort culminated several months of emails and telephone calls, a change of the Commanding Officer, and inability of the unit leadership to meet due to training commitments elsewhere, etc.

During our conversation we learned the unit is undergoing change in terms of reorganization of the unit and its mission. These changes will take place October 1, 2016. The unit currently consists of 290 soldiers.

The unit, commanded by LTC Violand is very interested in supporting community events in the City of Fair Oaks Ranch with volunteer soldiers. He would also appreciate support of the City of Fair Oaks Ranch in unit events such as: an annual Easter-egg hunt, motorcycle rides/safety events, fundraisers such as golf tournaments that play unofficial morale events, and fitness health runs/walks.

Mr. McDavid mentioned several possible volunteer soldier opportunities to include:

Option 1: Community Shred Day, Saturday, 5 March 2016 (0815 to 1200 hrs). Use of 3 to 5 volunteers to assist with traffic control, cardboard recycling, off-loading from residents' POV's on to professional shred trucks, etc.

Option 2: Fair Oaks Ranch Veterans Day Ceremony: Friday, 11 November 2016 (1300 to 1400 hrs). Use of a four Soldier Color Guard to support our first annual Veterans Day Ceremony and display of 1 or 2 HMMWV's during ceremony if possible.

We left the door open to communicate additional events/opportunities whereby volunteers may participate in unit activities as well as City and/or FORHA activities.

**RECOMMENDATIONS**

1. Dates for volunteer soldier opportunities will be communicated to the 201<sup>st</sup> MI BN and facilitation of volunteer participation provided by the military liaison, or FORHA liaison directly for FORHA sponsored events.
2. When dates for volunteer participation are communicated to the city, the military liaison will make those opportunities known to Council. Council members may themselves volunteer or work as members-at-large in the city to find volunteer citizen participants.