



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

December 15, 2016; 7:00 PM  
City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch

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

**II. OPEN MEETING**

Pledge of Allegiance

**III. CITIZENS and GUEST FORUM / PRESENTATIONS**

To address the Council, please sign the Attendance Roster located on the table at the entrance of the Council Chamber. In accordance with the Open Meetings Act, Council may not discuss or take action on any item which has not been posted on the agenda.

- A. Citizens to be heard.
- B. Police Department Promotions, Lieutenant Tim Morning.
- C. Proclamation Honoring Former Interim Finance Officer, Linda S. Coones
- D. Wildlife Education Committee, Bruce Nicholson

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Pg 4

**IV. CONSENT AGENDA**

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

- A. Approval of December 1, 2016 Regular City Council Meeting Minutes.

Pgs. 5-7

**V. DISCUSSION/CONSIDERATION ITEMS**

- A. Discussion and possible action approving the Arbors, Unit 1 Final Plat.  
Mgr. of Engineering Services A. Garcia
- B. Discussion and possible action authorizing the City Administrator to sign a professional services agreement with Civic Plus.

Pgs. 8-11  
Pgs. 12-29

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

- A. Director of Public Works – Roadway Reconstruction Project Update
- B. City Administrator-Full Time Equivalent Update (City Operations)

**VII. CONVENE INTO EXECUTIVE SESSION**

Pursuant to Section 551.101 of the Open Meetings Act, Texas Gov't Code, a quorum of the governing body hereby convenes into closed session to discuss the following matters:

- A. Section 551.074 Personnel Matters; the governing body hereby convenes into closed session regarding the six-month evaluation of the City Administrator.

- B. Section 551.071; Consultation with the City Attorney regarding Cause No. 2016-CI-05444; the City of Fair Oaks Ranch, Texas vs R.W. Pfeiffer Properties, LLC.

**VII. RECONVENE INTO OPEN SESSION**

- A. Take any action necessary regarding the regarding the six-month evaluation of the City Administrator.
- B. Take any action necessary regarding Cause No. 2016-CI-05444; the City of Fair Oaks Ranch, Texas vs R.W. Pfeiffer Properties, LLC.

**VIII. ADJOURNMENT**

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

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Signature of Agenda Approval:                     *Tobin E. Maples*                    

I, Christina. Picioccio, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the city's website [www.fairoaksranchtx.org](http://www.fairoaksranchtx.org), both places being convenient and readily accessible to the general public at all times. Said Notice was posted by 7:00 p.m., December 9, 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 *Texas Government Code* Chapter 551. Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

# **PROCLAMATION**

## ***City of Fair Oaks Ranch, Texas***

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, HONORING THE PROFESSIONAL GOVERNMENTAL ACCOUNTING, FINANCIAL MANAGEMENT, AND PUBLIC BUDGETING CONTRIBUTIONS OF MS. LINDA S. COONES DURING HER TENURE AS THE CITY'S INTERIM FINANCE OFFICER.**

**WHEREAS**, Linda Coones agreed to serve in December, 2015 as the City's Interim Finance Officer; and,

**WHEREAS**, during the one year she served the community, she displayed exemplary dedication to the best interest of the community by working tirelessly for the betterment of its financial management and governmental accounting practices; and,

**WHEREAS**, she has earned the admiration and highest regard of the people with whom she has come in contact, the affection of her fellow public servants, and of her contributions which have positively influenced the foundational governmental accounting tools and financial management strategies utilized by the city to ensure responsible stewardship of the public's trust; and,

**WHEREAS**, she continues to provide professional consulting services to the city ensuring a seamless transition through her best practices and professional expertise in public accounting and financial management;

**NOW THEREFORE**, the City Council of the City of Fair Oaks Ranch, on behalf of staff and all citizens, does hereby express sincere appreciation and gratitude to Ms. Linda S. Coones for her distinguished service to the City of Fair Oaks Ranch and the community, and commend her for the exemplary spirit she exhibited in carrying out her duties as Interim Finance Officer of the City of Fair Oaks Ranch, Texas and continues to exhibit through professional consulting services on behalf of the community; and,

**BE IT FURTHER RESOLVED**, that the City Council and staff extends best wishes for success in all future endeavors and happiness in life's pursuits.

**IT SHALL BE PROCLAIMED**, by my authority as Mayor of the City of Fair Oaks Ranch, on behalf of all our citizens, our sincere appreciation to Linda S. Coones for her distinguished service to the community.

**WITNESS MY HAND AND SEAL THIS 15<sup>th</sup> DAY OF DECEMBER, 2016.**

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Garry Manitzas, Mayor

ATTEST:

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Christina Picioccio, City Secretary

**A. Summary of WEC efforts since September, 2016:**

**Completed:**

- Article in the Fair Oaks Ranch Living Magazine
- News articles in the Boerne Star and Hill Country News
- Notice of no feeding ordinance and establishment of WEC sent out with August FOR utility bills
- Signage to increase citizen awareness – including no-feeding ordinance announcement, and Deer Rut warning
- Development of an information trifold brochure that is available in city hall, FORHA and will be placed in welcome baskets to new residents.
- Establishment of a web-page on the City website to provide up-to-date information on WEC activities, and articles, as well as an extensive on-line library of wildlife information.
- Presentation at City Council by a Feral Hogs expert (feral hogs will eat all small mammals and already exist on our boundaries)
- Presentations at three Homeowners' Association Meetings

**Pending:**

- Scheduled our first public wildlife education presentation in conjunction with Texas Parks and Wildlife, as well as Fair Oaks Ranch Elementary School.
- Development of a citizen feedback tool to evaluate events.
- Further events in planning
  - o Additional quarterly presentations in conjunction with TPW
  - o Event with "Women of the Land "
  - o Deer proof plant presentation

**B. New Budget Proposals:**

**Fund an initial wildlife assessment, including specific assessment of feral hog presence**

- As presented by Bubba Ortiz to the City Council previously, there is good justification for acting pre-emptively to prevent the destructive entry of feral hogs into Fair Oaks Ranch, should there be clear evidence of a threat.
- Mr. Ortiz has provided a quote of \$3,870 for an initial assessment of wildlife activity, including feral hogs, by placement of 3 cameras at locations to be determined, although for a variety of reasons we would propose at least one be located in the Arbors Preserve.
- The survey will provide an assessment of the scale of feral hog activity near Fair Oaks, providing a sound basis for the City Council to determine if further investment in trapping should be initiated.
- Hence, the WEC is proposing to invest some of its budget in this initial survey, as part of our ongoing efforts to gather information on all wildlife activity in FOR

**Provide supplemental funding to FORE to expand its wildlife awareness program**

- FORE runs an after school education program for students, but as its funding is limited, they can only admit a fraction of students indicating interest.
- As a direct extension of our education efforts, the WEC is proposing to provide FORE a \$1000 grant to extend the program.

**Presentation by Bruce J. Nicholson, Chair of WEC**

**CITY OF FAIR OAKS RANCH**  
CITY COUNCIL MEETING MINUTES – December 1, 2016  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

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

Council Members Present: Mayor Pro Tem Schmidt, Alderman Elizondo, Alderman Hartpence, Alderwoman Havard, and Alderwoman Patel.

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

**II. OPEN MEETING**

The Pledge of Allegiance was led by Joe Dumenil.

**III. CITIZENS AND GUEST FORM/PRESENTATIONS**

A. Citizens to be heard.

No citizens signed up to speak.

B. TxDOT Presentation on projects in the vicinity of Fair Oaks Ranch by Jonathan Bean, P.E. Director, TxDOT.

A power point presentation was provided by Mr. Jonathan Bean, P.E, Director of the TxDOT Transportation, Planning and Development San Antonio District and Michael Coward, P.E. Area Engineer in the San Antonio District. This presentation highlighted multiple roadway construction and design projects in progress and/or in the planning phase.

The City Council, Mr. Bean, and his team discussed the various projects including suggestions and timeframes for Ralph Fair Road, Bridge Improvements, and Frontage Road Conversions. The City Council concluded this agenda item by thanking Mr. Bean and his team.

**IV. CONSENT AGENDA**

A. Approval of the November 17, 2016 Regular City Council Minutes.

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

**V. DISCUSSION/CONSIDERATION ITEMS**

A. Consideration and possible action on approving Ordinance 2016-13 amending Chapter 6; Article 6.03 of the City of Fair Oaks Ranch Code of Ordinances titled “Food and Food Products”.

Subsequent to a presentation provided by Assistant City Administrator Vanzant and Health/Food Inspector Bell, Council discussed the proposed amendments and directed staff to bring the Ordinance back for future consideration. Alderwoman Patel will provide the City Attorney and Staff with a list of items needing further review and/or modifications.

**B. Consideration and possible action on approving Ordinance 2016-14 amending food establishment permits fees, effective January 1, 2017.**

Based on the City Staff and Council discussion in Item A above, City Council directed staff to bring the Ordinance back for future consideration as Item A and B are directly related.

**C. Discussion and possible action approving a professional services contract with Pape-Dawson Engineers.**

MOTION: Motion made by Alderman Elizondo, seconded by Alderman Hartpence to authorize the City Administrator to sign the Professional Services Agreement with Pape-Dawson Engineers to develop construction plans for drainage improvements in the 31100 block of Meadow Creek Trail at a fee of \$3,500.”

VOTE: 5:0; Motion Passed

**D. Discussion and possible action approving a Communications Committee Charter and Communication Committee Members.**

MOTION: Made by Alderwoman Havard, seconded by Alderman Elizondo to approve the Communications Committee Charter and appointment of members identified tonight, Laura Koerner, Teal Harris, Carolyn Knopf, and Michelle Bliss and subject to the following amendments underlined below:

- Mayor Manitzas and City Council realized the need for a communications committee and has worked informally for the past several months with a group of volunteers to look at the issue of improving, and expanding upon, existing communication methods to include forms of social media.
- The Mayor Council shall may appoint one committee member to serve as Chair and the Chair will preside at meeting.
- To appoint Kim Stahr as the Chairperson.

VOTE: 5-0; Motion Passed

**E. Discussion and possible action on approving a Comprehensive Plan Citizen Steering Committee Charter and Actions to Identify Committee Members.**

City Administrator Maples presented for Council discussion, a Charter and membership framework for a Comprehensive Plan Steering Committee based on strategic planning objectives to engage and involve citizens and stakeholders in updating the City’s Comprehensive Plan.

City Council discussed the framework of the committee and proposed charter and agreed to have staff bring this item back for further consideration. Recognizing the significance of this committee and project, Council believes it is critical to meet with Gap Strategies to ensure an understanding of the process of developing the Comprehensive Plan Update and how to structure the committee based on best practices an insight from the planning consultant.

**VI.** Review and discuss Extra Territorial Jurisdiction (ETJ) Initiatives.  
City Administrator Maples briefly discussed the City’s existing Extra Territorial Jurisdiction (ETJ) relative to the City of San Antonio’s proposed annexation plan and the City’s well-planned methodical sequence to update the City’s Comprehensive Plan. City Council concurred the importance of developing a comprehensive strategy and acknowledged the need to dedicate staff capacity to this effort.

G. Review and discuss the Texas Open Meetings Act.  
City Attorney Zech presented a power point presentation regarding Texas Open Meeting Act.

**VI. CONVENE INTO EXECUTIVE SESSION**  
City Council did not convene into closed session to consult with the City Attorney Cause No. 2016-CI-05444; the City of Fair Oaks Ranch, Texas vs R.W. Pfeiffer Properties, LLC.

**VII. RECONVENE INTO OPEN SESSION**  
Not applicable.

**VIII. ADJOURNMENT**  
Mayor Manitzas adjourned the meeting at 9:36 PM.

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Garry Manitzas, Mayor

ATTEST:

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Christina Picioccio, City Secretary



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

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AGENDA TOPIC: Discussion and possible action approving the Arbors Unit 1 Final Plat  
START/END DATE: November 2015/ Present  
DEPARTMENT: Public Works  
PRESENTED BY: Adrian Garcia

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### **INTRODUCTION/BACKGROUND:**

In November 2015 a Preliminary Plat, establishing the Preserve at Fair Oaks, was submitted to the Public Works Department by KFW Engineers & Surveying. This tract of land is contained in the approximately 145 acres generally referred to as the "Owen's Tract". In February 2016 a development agreement was signed by the City of Fair Oaks Ranch, Dianne Owens, and Scott Felder Homes for the approximately 145 acre tract. This subdivision was renamed to the Arbors at Fair Oaks Ranch and the Unit 1 plat contains 44 of the 91 residential lots specified in the development agreement. After rounds of review and comments, KFW Engineering updated the Preliminary Plat and submitted a Final Plat on December 7, 2016 for consideration.

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

Article II Section 5 of the subdivision ordinance states: The Fair Oaks Ranch Public Works Department shall forward its recommendation for approval or disapproval to the City Council for action at its next scheduled meeting. Final plats shall be considered filed with the City Council (The Municipal Approving Authority) on the date that the agenda is posted for the meeting that City Council shall initially consider approval of the final plat.

### **LONGTERM FINANCIAL & BUDGETARY IMPACT:**

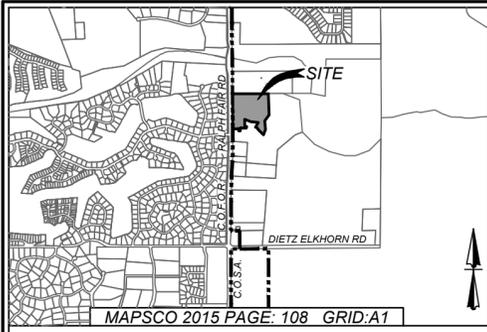
None

### **LEGAL ANALYSIS:**

None

### **PROPOSED MOTION:**

I move to grant approval of the final plat that establishes the Arbors at Fair Oaks Ranch, Unit 1.



**UTILITY EASEMENT**

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

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

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT; HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.

2. THE CITY SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.

3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

**DRAINAGE EASEMENT**

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

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM; THE RIGHT TO CREATE AND/OR DREDGE A STREAM COURSE, REFILL, OR DIG OUT SUCH STREAM COURSE; ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT; INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER GAPS, AND PROTECTING RAILS; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.

WITH RESPECT TO THE DRAINAGE SYSTEM, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY ALL PARTIES HERETO, THAT THE INTENTION IS TO IMPROVE CONDITIONS OF SANITATION AND WATER DRAINAGE CONTROL ON THE PROPERTY FOR THE BENEFIT OF THE PROPERTY, ADJACENT PROPERTY, AND THE COMMUNITY, BUT THE CITY DOES NOT GUARANTEE OR WARRANT THAT SUCH CONTROL WORK WILL BE EFFECTIVE, NOR DOES THE CITY ASSUME ANY ADDITIONAL LIABILITY WHATSOEVER FOR THE EFFECTS OF FLOOD, STANDING WATER, OR DRAINAGE ON OR TO THE PROPERTY, OR ANY OTHER PROPERTY OR PERSONS THAT MIGHT BE AFFECTED BY SAID STREAM, WASH, OR GULLY IN ITS NATURAL STATE OR AS CHANGED BY THE CITY.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT; HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.

2. THE CITY SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.

3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

STATE OF TEXAS  
COUNTY OF BEXAR

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

BLAINE LOPEZ  
REGISTERED PROFESSIONAL ENGINEER

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR

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

KYLE L. PRESSLER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6528  
KFW SURVEYING, LLC  
3421 PAESANOS PKWY, STE. 200  
SAN ANTONIO, TEXAS 78231  
PHONE: 210-979-8444  
FAX: 210-979-0499

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

**C.P.S. NOTES:**

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

**FENCE NOTES:**

GATES ACROSS EASEMENT: DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.  
OBSTRUCTIONS OF DRAINAGE: ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS.  
IMPACT FEE ASSESSMENT:

ASSESSMENT AND COLLECTION OF THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES' IMPACT FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY ORDINANCE NO. 145.0, CHAPTER 10, ARTICLE 10.02.

**GENERAL NOTES:**

- THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ADDITIONAL EASEMENTS AND RESTRICTIONS AS RECORDED FOR THIS UNIT IN THE PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.
- FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS.
- THIS PLAN CONSISTS OF 44 RESIDENTIAL LOTS AND 3 GREEN BELTS AND 1 PRIVATE STREET.
- THE CONTOURS SHOWN ON THIS PLAN ARE FROM AERIAL TOPOGRAPHY. KFW ENGINEERS & SURVEYING DOES NOT CERTIFY TO THE ACCURACY OF THE ABOVE MENTIONED AERIAL TOPO.
- EACH BUILDER WILL BE REQUIRED TO PLANT TWO TREES PER LOT WITH A CALIPER AT LEAST TWO AND ONE - HALF INCHES (2 1/2").
- LOT 902, 904 & 905 ARE DESIGNATED AS A DRAINAGE AND WATER QUALITY EASEMENT. LOT 903 IS DESIGNATED AS A DRAINAGE EASEMENT. LOT 903 IS ALSO DESIGNATED AS A BLANKET NON-EXCLUSIVE INGRESS/EGRESS EASEMENT TO FURTHER BE DEFINED BY SEPARATE DOCUMENTS. LOT 906 IS DESIGNATED AS AN INGRESS/EGRESS AND SANITARY SEWER EASEMENT. LOT 999 DESIGNATED AS PRIVATE STREET.
- LOT 901 IS DESIGNATED AS A LANDSCAPE, NON-VEHICULAR ACCESS, DRAINAGE, WATER, SANITARY SEWER, GAS, ELECTRIC, TELEPHONE, AND C.A. T.V. EASEMENT.

**LEGEND**

- F.I.R. = FOUND 1/2" IRON ROD
- S.I.R. = SET 1/2" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING"
- R.O.W. = RIGHT-OF-WAY
- C.O.F.O.R. = CITY OF FAIR OAKS RANCH
- C.O.S.A. = CITY OF SAN ANTONIO

PLAT ESTABLISHING  
**ARBORS AT FAIR OAKS RANCH, UNIT 1**

BEING A 24.20 ACRE TRACT OF LAND, OUT OF THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, ABSTRACT 257, COUNTY BLOCK 4741, BEXAR COUNTY, TEXAS AND BEING A PORTION OF A 145.4 ACRE TRACT OF LAND AS CONVEYED TO SF FAIR OAKS DEVELOPMENT, LLC., OF RECORD IN VOLUME 17835 PAGE 1589 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



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

**SURVEYOR NOTES:**

- 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
- BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) 1983.
- THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017.
- PORTIONS OF THE REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE X (OTHER FLOOD AREAS), AREAS OF 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE AE, AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN AND ZONE AE (FLOODWAY AREAS IN ZONE AE) AS SCALED FROM FEMA MAP 105 OF 785, COMMUNITY PANEL NO. 48029C0105F, DATED SEPTEMBER 29, 2010.

STATE OF TEXAS  
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAN, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

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

DULY AUTHORIZED AGENT

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS PLAN OF \_\_\_\_\_ ARBORS AT FAIR OAKS RANCH, UNIT 1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_\_

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
SECRETARY

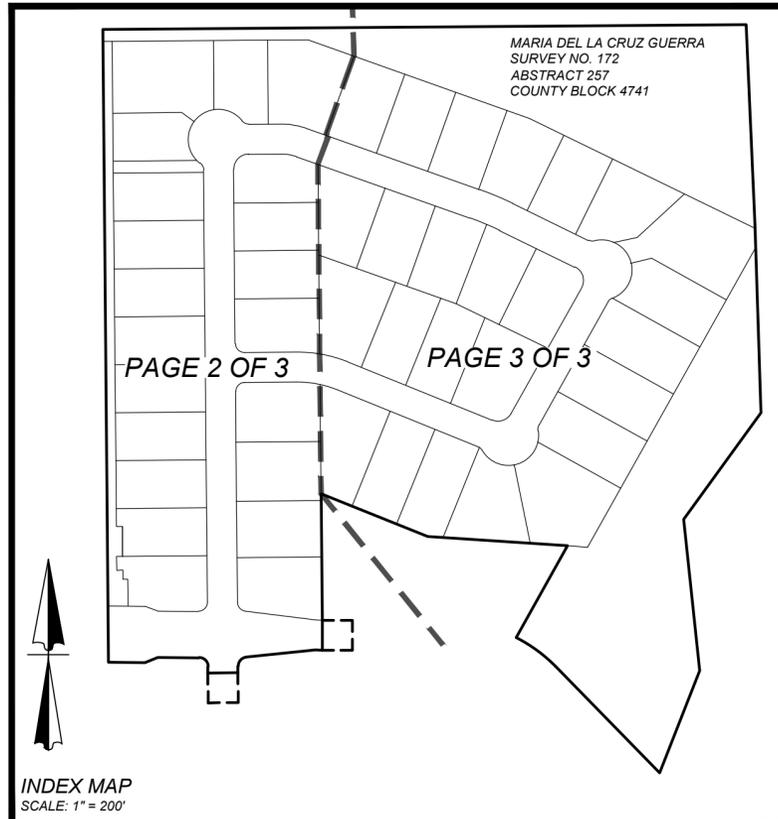
STATE OF TEXAS  
COUNTY OF BEXAR

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

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

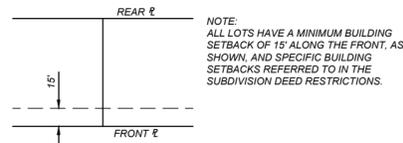
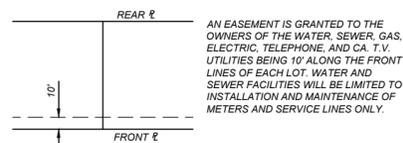
COUNTY CLERK, BEXAR COUNTY, TEXAS  
BY: \_\_\_\_\_, DEPUTY

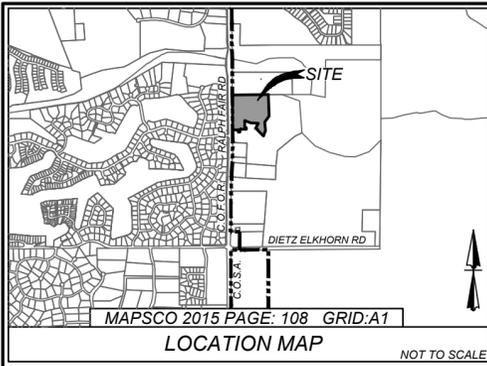
Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	82.78'	255.00'	18°35'59"	82.42'	N53°33'31"W
C2	23.76'	15.00'	90°45'06"	21.35'	N44°52'32"E
C3	23.37'	15.00'	89°14'54"	21.07'	N45°07'28"W
C4	22.15'	15.00'	84°36'09"	20.19'	S41°48'03"W
C5	9.94'	15.00'	37°57'26"	9.76'	S10°13'08"W
C6	138.51'	50.00'	158°43'33"	98.28'	S70°36'12"W
C7	10.28'	15.00'	39°17'08"	10.08'	S48°50'25"W
C8	10.28'	15.00'	39°17'08"	10.08'	S83°36'20"E
C10	13.62'	15.00'	52°01'12"	13.16'	N26°30'38"W
C11	59.10'	525.00'	6°26'59"	59.07'	S67°11'16"E
C12	13.62'	15.00'	52°01'12"	13.16'	S64°24'46"E
C13	26.19'	75.00'	20°00'37"	26.06'	S80°25'04"E
C14	169.40'	50.00'	194°07'04"	99.24'	N44°32'18"E
C15	68.75'	175.00'	22°30'35"	68.31'	N79°14'44"W
C16	23.56'	15.00'	90°00'00"	21.21'	S44°29'59"W
C17	21.57'	15.00'	82°23'28"	19.76'	S41°41'45"E
C18	39.30'	25.00'	90°04'39"	35.38'	N44°32'18"E
C19	53.47'	475.00'	6°26'59"	53.44'	S67°11'16"E
C20	40.65'	25.00'	93°09'37"	36.32'	S17°22'57"E
C21	36.13'	25.00'	82°48'42"	33.07'	S70°36'12"W
C22	88.40'	225.00'	22°30'35"	87.83'	N79°14'44"W
C23	23.56'	15.00'	90°00'00"	21.21'	N45°30'01"W
C24	43.66'	125.00'	20°00'37"	43.43'	S80°25'04"E
C25	149.86'	50.00'	171°43'52"	99.74'	S17°22'57"E
C26	9.94'	15.00'	37°57'26"	9.76'	N49°00'44"W



Parcel Line Table		
Line #	Length	Direction
L1	50.00'	S89° 44' 55"E
L2	50.00'	S00° 15' 05"W
L3	22.93'	S68° 39' 54"E
L4	60.60'	N89° 44' 55"W
L5	22.93'	S69° 10' 03"W
L6	86.28'	S89° 29' 59"W
L7	50.00'	S89° 29' 59"W
L9	86.28'	S89° 29' 59"W
L10	53.94'	N89° 34' 37"E
L11	41.33'	S77° 09' 16"W
L12	52.78'	N89° 34' 37"E
L13	10.00'	S89° 29' 59"W
L14	68.11'	N89° 44' 55"W
L15	60.25'	N00° 30' 01"W
L16	50.00'	S89° 29' 59"W
L17	60.55'	S00° 30' 01"E
L18	116.58'	S84° 06' 08"W
L19	60.80'	N89° 44' 55"W
L20	35.88'	N76° 24' 32"E
L21	66.70'	S89° 44' 55"E

Parcel Line Table		
Line #	Length	Direction
L22	61.83'	S89° 44' 55"E
L23	118.40'	S82° 53' 29"E
L24	25.37'	N53° 16' 16"W
L25	50.00'	N00° 30' 01"W
L26	10.00'	N89° 29' 59"E
L27	23.11'	N00° 30' 01"W
L28	10.00'	S89° 29' 59"W
L29	15.00'	N00° 30' 01"W
L30	8.00'	S89° 29' 59"W
L31	45.00'	N00° 30' 01"W
L32	94.01'	N00° 30' 01"W
L33	50.00'	S00° 15' 05"W
L34	10.73'	S89° 44' 55"E





**UTILITY EASEMENT**  
UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES THERETO (THE "UTILITIES")  
TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES; THE RIGHT TO PLACE NEW OR ADDITIONAL UTILITIES IN THE EASEMENT AND TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OR OPERATION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

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

**DRAINAGE EASEMENT**  
DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, EMBANKMENTS, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES (THE "DRAINAGE SYSTEM")  
TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM; THE RIGHT TO CREATE AND/OR DREDGE A STREAM COURSE, REFILL, OR DIG OUT SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT, INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER GAPS, AND PROTECTING RAILS; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.

WITH RESPECT TO THE DRAINAGE SYSTEM, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY ALL PARTIES HERETO, THAT THE INTENTION IS TO IMPROVE CONDITIONS OF SANITATION AND WATER DRAINAGE CONTROL ON THE PROPERTY FOR THE BENEFIT OF THE PROPERTY, ADJACENT PROPERTY, AND THE COMMUNITY, BUT THE CITY DOES NOT GUARANTEE OR WARRANT THAT SUCH CONTROL WORK WILL BE EFFECTIVE, NOR DOES THE CITY ASSUME ANY ADDITIONAL LIABILITY WHATSOEVER FOR THE EFFECTS OF FLOOD, STANDING WATER, OR DRAINAGE ON OR TO THE PROPERTY, OR ANY OTHER PROPERTY OR PERSONS THAT MIGHT BE AFFECTED BY SAID STREAM, WASH, OR GULLY IN ITS NATURAL STATE OR AS CHANGED BY THE CITY.

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

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

BLAINE LOPEZ  
REGISTERED PROFESSIONAL ENGINEER

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR

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

KYLE L. PRESSLER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6528  
KFW SURVEYING, LLC  
3421 PAESANOS PKWY, STE. 200  
SAN ANTONIO, TEXAS 78231  
PHONE: 210-979-8444  
FAX: 210-979-0499

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

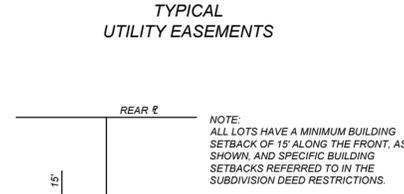
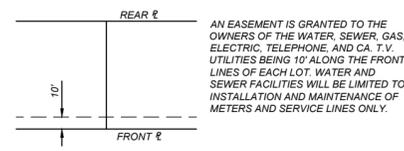
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

**FENCE NOTES:**  
GATES ACROSS EASEMENT: DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.  
OBSTRUCTIONS OF DRAINAGE: ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS.  
**IMPACT FEE ASSESSMENT:**  
ASSESSMENT AND COLLECTION OF THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES' IMPACT FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY ORDINANCE NO. 145.0, CHAPTER 10, ARTICLE 10.02.  
**GENERAL NOTES:**  
1. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO ADDITIONAL EASEMENTS AND RESTRICTIONS AS RECORDED FOR THIS UNIT IN THE PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.  
2. FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS.  
3. THIS PLAT CONSISTS OF 44 RESIDENTIAL LOTS AND 3 GREEN BELTS AND 1 PRIVATE STREET.  
4. THE CONTOURS SHOWN ON THIS PLAT ARE FROM AERIAL TOPOGRAPHY, KFW ENGINEERS & SURVEYING DOES NOT CERTIFY TO THE ACCURACY OF THE ABOVE MENTIONED AERIAL TOPO.  
5. EACH BUILDER WILL BE REQUIRED TO PLANT TWO TREES PER LOT WITH A CALIPER AT LEAST TWO AND ONE - HALF INCHES (2 1/2').  
6. LOT 902, 904 & 905 ARE DESIGNATED AS A DRAINAGE AND WATER QUALITY EASEMENT. LOT 903 IS DESIGNATED AS A DRAINAGE EASEMENT. LOT 903 IS ALSO DESIGNATED AS A BLANKET NON-EXCLUSIVE INGRESS/EGRESS EASEMENT TO FURTHER BE DEFINED BY SEPARATE DOCUMENTS. LOT 906 IS DESIGNATED AS AN INGRESS/EGRESS AND SANITARY SEWER EASEMENT. LOT 999 DESIGNATED AS PRIVATE STREET.  
7. LOT 901 IS DESIGNATED AS A LANDSCAPE, NON-VEHICULAR ACCESS, DRAINAGE, WATER, SANITARY SEWER, GAS, ELECTRIC, TELEPHONE, AND C.A. T.V. EASEMENT.

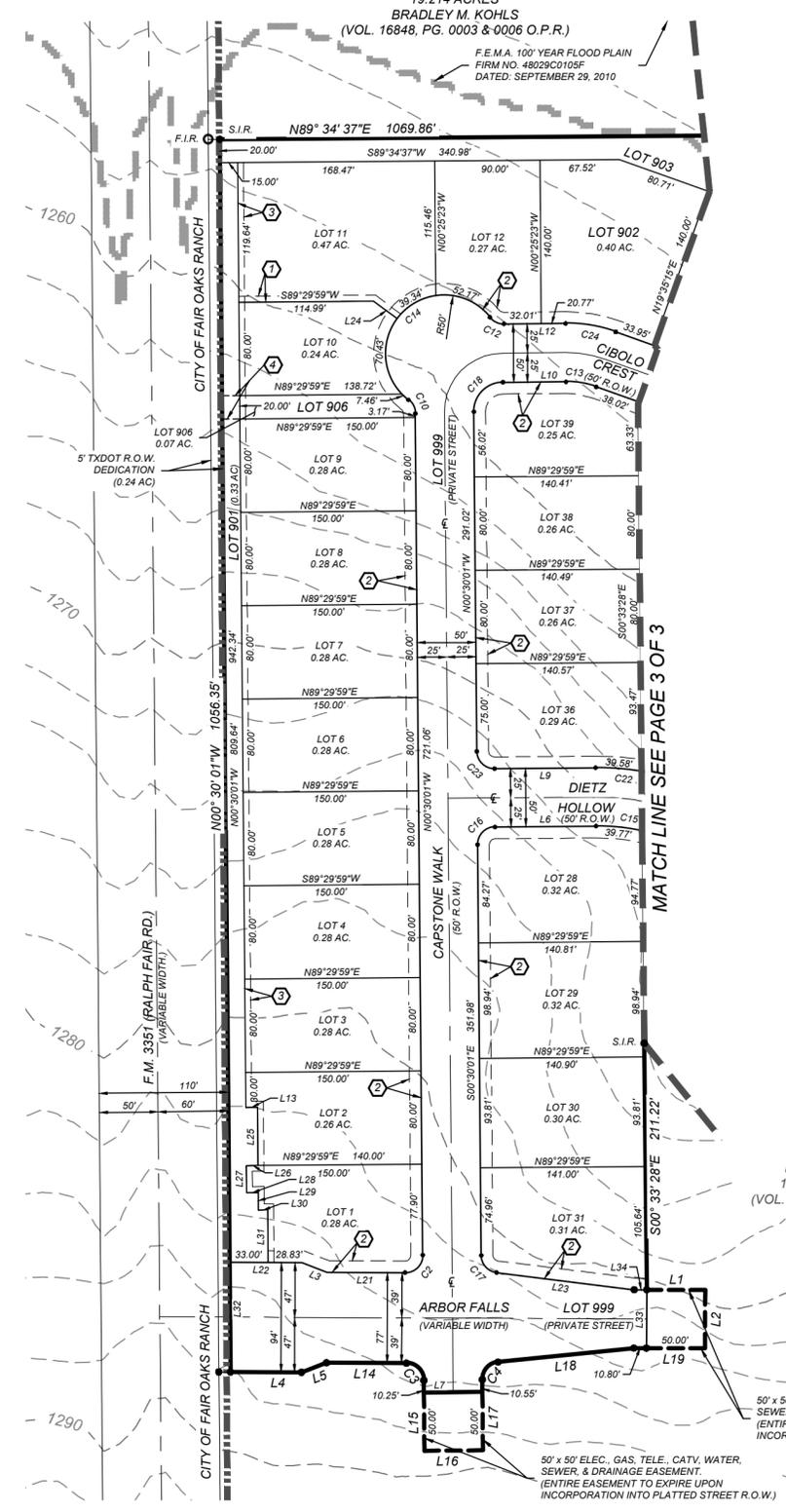
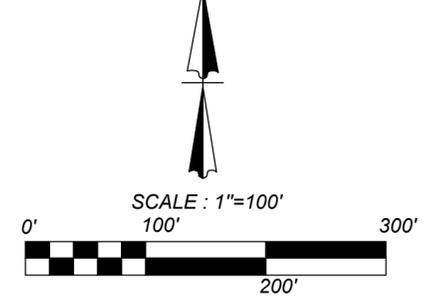
**LEGEND**  
○ F.I.R. = FOUND 1/2" IRON ROD  
● S.I.R. = SET 1/2" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING"  
R.O.W. = RIGHT-OF-WAY  
C.O.F.O.R. = CITY OF FAIR OAKS RANCH  
C.O.S.A. = CITY OF SAN ANTONIO  
ℓ = PROPERTY LINE  
℄ = CENTERLINE

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



- KEY NOTES**
- 1 5' ELEC., GAS, TELE., & C.A.T.V. EASEMENT
  - 2 10' ELEC., GAS, TELE., & C.A.T.V. EASEMENT
  - 3 5' LANDSCAPE EASEMENT
  - 4 20' INGRESS/EGRESS & SANITARY SEWER EASEMENT

PLAT ESTABLISHING  
**ARBORS AT FAIR OAKS RANCH, UNIT 1**  
BEING A 24.20 ACRE TRACT OF LAND, OUT OF THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, ABSTRACT 257, COUNTY BLOCK 4741, BEXAR COUNTY, TEXAS AND BEING A PORTION OF A 145.4 ACRE TRACT OF LAND AS CONVEYED TO SF FAIR OAKS DEVELOPMENT, LLC., OF RECORD IN VOLUME 17835 PAGE 1589 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



STATE OF TEXAS  
COUNTY OF BEXAR  
THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER: S.F. FAIR OAKS DEVELOPMENT, LLC.  
DULY AUTHORIZED AGENT \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF BEXAR  
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

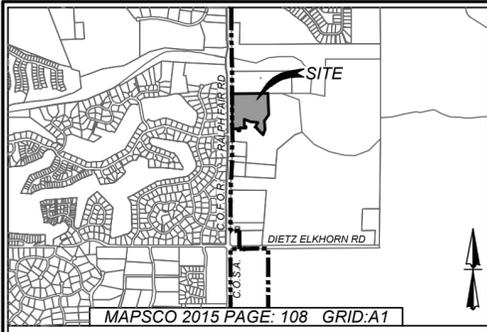
THIS PLAT OF ARBORS AT FAIR OAKS RANCH, UNIT 1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_\_

BY: \_\_\_\_\_  
MAYOR  
BY: \_\_\_\_\_  
SECRETARY

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

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_\_  
COUNTY CLERK, BEXAR COUNTY, TEXAS  
BY: \_\_\_\_\_, DEPUTY



LOCATION MAP NOT TO SCALE

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

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

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT, HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.

2. THE CITY SHALL MAKE COMMERCIAL REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.

3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

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

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM; THE RIGHT TO CREATE AND/OR DREDGE A STREAM COURSE, RE-FILL, OR DIG OUT SUCH STREAM COURSE; ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT; INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER GAPS, AND PROTECTING RAILS; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.

WITH RESPECT TO THE DRAINAGE SYSTEM, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY ALL PARTIES HERETO, THAT THE INTENTION IS TO IMPROVE CONDITIONS OF SANITATION AND WATER DRAINAGE CONTROL ON THE PROPERTY FOR THE BENEFIT OF THE PROPERTY, ADJACENT PROPERTY, AND THE CITY DOES NOT GUARANTEE OR WARRANT THAT SUCH CONTROL WORK WILL BE EFFECTIVE, NOR DOES THE CITY ASSUME ANY ADDITIONAL LIABILITY WHATSOEVER FOR THE EFFECTS OF FLOOD, STANDING WATER, OR DRAINAGE ON OR TO THE PROPERTY, OR ANY OTHER PROPERTY OR PERSONS THAT MIGHT BE AFFECTED BY SAID STREAM, WASH, OR GULLY IN ITS NATURAL STATE OR AS CHANGED BY THE CITY.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT, HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.

2. THE CITY SHALL MAKE COMMERCIAL REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.

3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

STATE OF TEXAS  
COUNTY OF BEXAR

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

BLAINE LOPEZ  
REGISTERED PROFESSIONAL ENGINEER

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR

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

KYLE L. PRESSLER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6528  
KFW SURVEYING, LLC  
3421 PAESANOS PKWY, STE. 200  
SAN ANTONIO, TEXAS 78231  
PHONE: 210-979-8444  
FAX: 210-979-0499

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

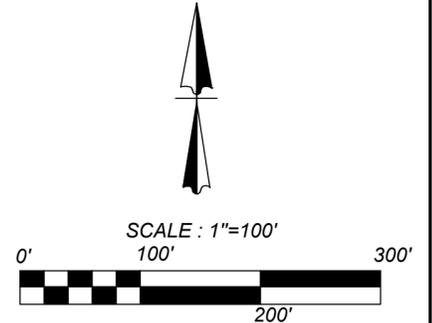
**FENCE NOTES:**  
GATES ACROSS EASEMENT: DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.  
OBSTRUCTIONS OF DRAINAGE: ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS.  
IMPACT FEE ASSESSMENT:  
ASSESSMENT AND COLLECTION OF THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES' IMPACT FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY ORDINANCE NO. 145.0, CHAPTER 10 ARTICLE 10.02.  
**GENERAL NOTES:**  
1. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO ADDITIONAL EASEMENTS AND RESTRICTIONS AS RECORDED FOR THIS UNIT IN THE PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.  
2. FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS.  
3. THIS PLAT CONSISTS OF 44 RESIDENTIAL LOTS AND 3 GREEN BELTS AND 1 PRIVATE STREET.  
4. THE CONTOURS SHOWN ON THIS PLAT ARE FROM AERIAL TOPOGRAPHY, KFW ENGINEERS & SURVEYING DOES NOT CERTIFY TO THE ACCURACY OF THE ABOVE MENTIONED AERIAL TOPO.  
5. EACH BUILDER WILL BE REQUIRED TO PLANT TWO TREES PER LOT WITH A CALIPER AT LEAST TWO AND ONE - HALF INCHES (2 1/2').  
6. LOT 904 & 905 ARE DESIGNATED AS A DRAINAGE AND WATER QUALITY EASEMENT. LOT 903 IS DESIGNATED AS A DRAINAGE EASEMENT. LOT 903 IS ALSO DESIGNATED AS A BLANKET NON-EXCLUSIVE INGRESS/EGRESS EASEMENT TO FURTHER BE DEFINED BY SEPARATE DOCUMENTS. LOT 906 IS DESIGNATED AS AN INGRESS/EGRESS AND SANITARY SEWER EASEMENT. LOT 999 DESIGNATED AS PRIVATE STREET.  
7. LOT 901 IS DESIGNATED AS A LANDSCAPE, NON-VEHICULAR ACCESS, DRAINAGE, WATER, SANITARY SEWER, GAS, ELECTRIC, TELEPHONE, AND C.A. T.V. EASEMENT.

**LEGEND**  
○ F.I.R. = FOUND 1/2" IRON ROD  
● S.I.R. = SET 1/2" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING"  
R.O.W. = RIGHT-OF-WAY  
C.O.F.O.R. = CITY OF FAIR OAKS RANCH  
C.O.S.A. = CITY OF SAN ANTONIO  
ℙ = PROPERTY LINE  
℄ = CENTERLINE

**PLAT ESTABLISHING**  
**ARBORS AT FAIR OAKS RANCH, UNIT 1**  
BEING A 24.20 ACRE TRACT OF LAND, OUT OF THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, ABSTRACT 257, COUNTY BLOCK 4741, BEXAR COUNTY, TEXAS AND BEING A PORTION OF A 145.4 ACRE TRACT OF LAND AS CONVEYED TO SF FAIR OAKS DEVELOPMENT, L.L.C., OF RECORD IN VOLUME 17835 PAGE 1589 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



**KEY NOTES**  
⑥ 10' ELEC., GAS, TELE., & CA.T.V. EASEMENT



**SURVEYOR NOTES:**  
1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.  
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) 1983.  
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017.  
4. PORTIONS OF THE REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE X (OTHER FLOOD AREAS), AREAS OF 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE AE, AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN AND ZONE AE (FLOODWAY AREAS IN ZONE AE) AS SCALED FROM FEMA MAP 105 OF 785, COMMUNITY PANEL NO. 48029C0105F, DATED SEPTEMBER 29, 2010.

STATE OF TEXAS  
COUNTY OF BEXAR  
THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER: S.F. FAIR OAKS DEVELOPMENT, L.L.C.

DULY AUTHORIZED AGENT \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF BEXAR  
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS PLAT OF ARBORS AT FAIR OAKS RANCH, UNIT 1, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL.

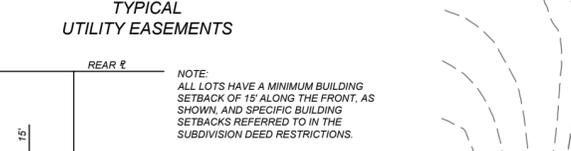
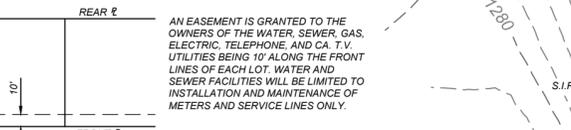
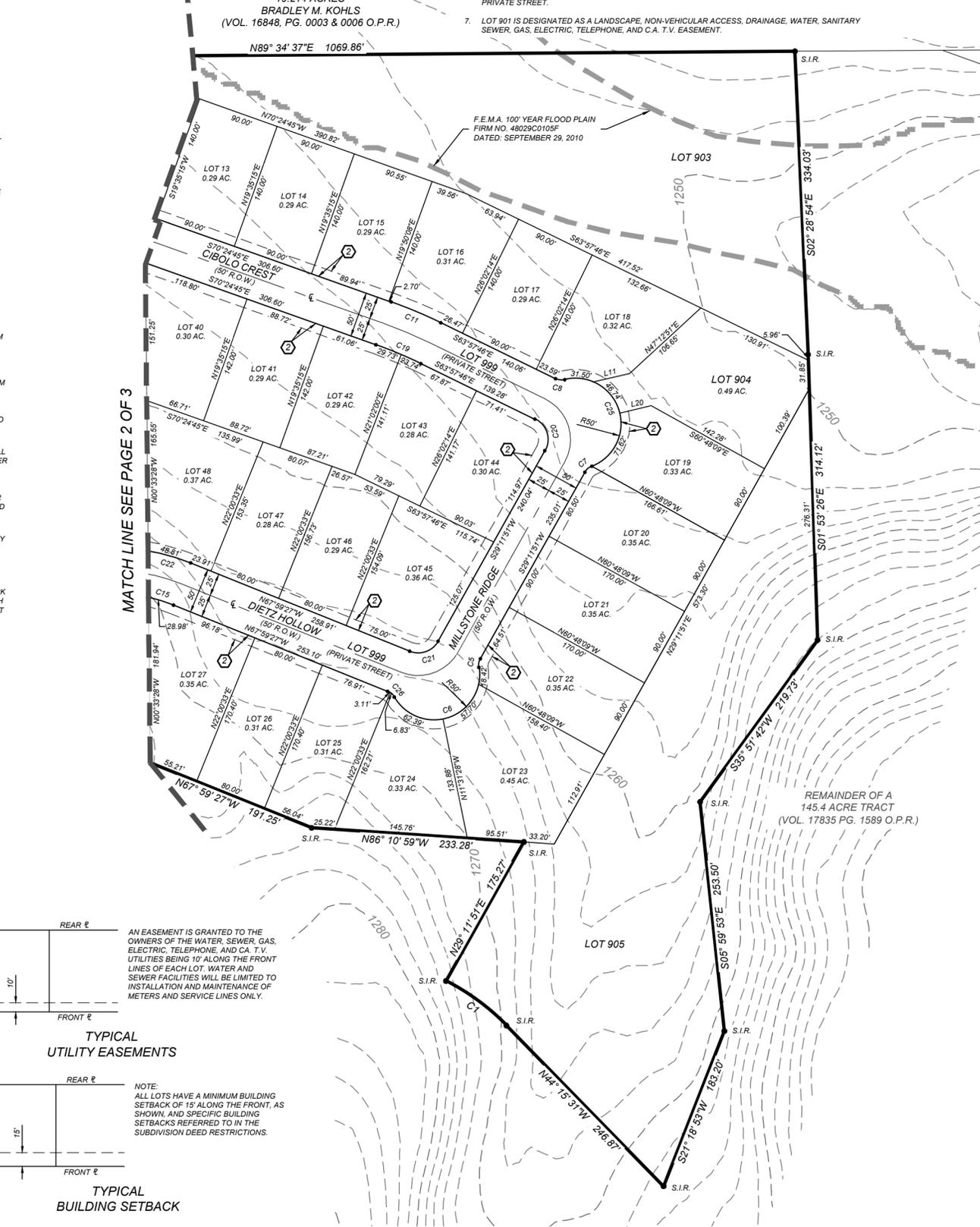
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
SECRETARY

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

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
COUNTY CLERK, BEXAR COUNTY, TEXAS  
BY: \_\_\_\_\_, DEPUTY





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

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AGENDA TOPIC: Discussion and possible action authorizing the City Administrator to sign a Professional Services Agreement with Civic Plus.

START/END DATE: December 15, 2016

DEPARTMENT: Human Resources/Communications

PRESENTED BY: Kim Stahr, representing the Communications Committee

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**INTRODUCTION/BACKGROUND:**

The City Council stated communications was a top priority in their goals and initiatives for FY2016-17. The city website was identified as one method of communication that needed to be updated. \$25,000 was programmed into the FY2016-17 budget to advance this initiative.

Our current website was developed in 2008 by Civic Plus. No major upgrades have been done to the website since its development. With the rapid change in technology, our website platform is now out of date. Current fees for maintenance and support of the website are \$5,628.24 annually plus 5% each year thereafter.

The Communications Committee recommends contracting with Civic Plus to redesign the city website and seeks approval by Council.

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

The redesign of the city website will allow citizens to navigate easier and locate information faster in a visually appealing format. It will also provide an avenue for citizens to make requests and recommendations.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The recommended redesign will cost \$21,643 this year and \$8,723 annually for the next four years. This is inclusive of the annual maintenance and support fees the City is already paying as detailed above.

**LEGAL ANALYSIS:**

None

**RECOMMENDATION/PROPOSED MOTION:**

I move to authorize the City Administrator to sign the attached Professional Services Agreement with Civic Plus to redesign the City's website as recommended by the Communications Committee.

**CITY OF FAIR OAKS RANCH**  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

THE STATE OF TEXAS   §  
  §  
BEXAR COUNTY           §

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

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

**Section 2. Scope of Work.**

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

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

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

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

### **Section 3. Compensation.**

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

(B) *Billing Period:* The Professional may submit annually an invoice for payment based on the estimated completion of the described tasks, approved work schedule and agreed upon fees in Exhibit as described in Exhibits A and B. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

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

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

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

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

**Section 5. Time of Completion.**

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

**Section 6. Insurance.**

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

Professional shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

## **Section 7. Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

### **Section 8. Termination.**

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED, by the City on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

**CITY:**

**PROFESSIONAL:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

City of Fair Oaks Ranch  
Attn: \_\_\_\_\_  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

**PROFESSIONAL**

Civic Plus  
Contract Manager  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, KS 66502

with a copy to:

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



**CivicPlus Redesign Sale Form**

Organization	City of Fair Oaks Ranch, TX		URL	<a href="http://www.fairoaksranchtx.org">www.fairoaksranchtx.org</a>	
Street Address	7286 Dietz Elkhorn				
Address 2					
City	Fair Oaks Ranch	State	TX	Postal Code	78015
CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	Kim Stahr - 845-857-4642				
Emergency Contact & Mobile Phone	Carole Vanzant - 210-413-3872				
Emergency Contact & Mobile Phone	Christina Picioccio - 210-364-2745				
Billing Contact	Sarah Buckelew, Finance Officer		E-Mail	<a href="mailto:sbuckelew@fairoaksranchtx.org">sbuckelew@fairoaksranchtx.org</a>	
Phone	210-698-0900	Ext.	N/A	Fax	210-698-3565
Billing Address	7286 Dietz Elkhorn				
Address 2					
City	Fair Oaks Ranch	ST	TX	Postal Code	78015
Tax ID #	74-2491615		Sales Tax Exempt #	Same # as Tax ID	
Billing Terms	Annual		Account Rep	Reece Hammitt	
Info Required on Invoice (PO or Job #)					
Contract Contact	Carole Vanzant, Assistant City Administrator (or Kim Stahr)		Email	<a href="mailto:carole@fairoaksranchtx.org">carole@fairoaksranchtx.org</a> ; <a href="mailto:hr@fairoaksranchtx.org">hr@fairoaksranchtx.org</a>	
Phone	210-698-0900	Ext.	N/A	Fax	210-698-3565
Project Contact	Kim Stahr, HR/Communication		Email	<a href="mailto:hr@fairoaksranchtx.org">hr@fairoaksranchtx.org</a>	
Phone	210-698-0900	Ext.	N/A	Fax	210-698-3565

--Remainder of this page left intentionally blank--



**CivicPlus Redesign Project Deliverables**

<b>CivicPlus Project Development Services &amp; Scope of Services for CP Advanced Redesign</b>			
<b>Design &amp; Project Overview</b>		<b>Annual Fee</b>	<b>One Time Fee</b>
<ul style="list-style-type: none"> <li>• New responsive design presented on Aurora</li> <li>• Redevelop navigation method (may choose top drop-down or other options)</li> <li>• Design setup – wireframe</li> <li>• Print this page option</li> <li>• Email this page option</li> <li>• Breadcrumbs</li> <li>• Sitemap</li> <li>• Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)</li> <li>• Project Management</li> <li>• Testing</li> <li>• Review</li> <li>• Content                             <ul style="list-style-type: none"> <li>○ Includes migrating of all existing content and retouching of published pages to ensure new site styles are applied and modules are related to feature columns.</li> <li>○ Contact information will be moved to an info advanced area if previously formatted in a right contact layout.</li> <li>○ Pages will be moved to coordinate with new menu structure</li> </ul> </li> </ul> <p><b>Note:</b> Content will be reformatted and broken up (shortened or re-sectioned) for usability and consistency. No new content will be developed during this process.</p> <ul style="list-style-type: none"> <li>• Spelling and broken links will be checked and updated by our team where possible. Additional report will be provided to client</li> <li>• Six hours of webinar group training for 2 people that will be scheduled during the project with other client participants</li> <li>• CivicSend – Visually Rich Communication Solution</li> <li>• Inclusion of all standard modules (see follow page for complete list)</li> </ul>		<b>\$3,095</b>	<b>\$12,920</b>
<b>Add-On Options</b>			
Content Development – Develop all Content Pages	<i>Optional</i>		
Subsite	<i>Optional</i>		
Additional Banners	<i>Optional</i>		
12 hours interactive webinar training (up to 6 employees)	<i>Optional</i>		
Media Center Module	<i>Optional \$1,000 per year</i>		
<b>Annual Increase</b>		<b>\$3,095</b>	
<b>Total One-Time Fee</b>			<b>\$12,920</b>
<b>Total Due upon signing</b>		<b>\$16,015</b>	

1. Performance under this Redesign Sales Form is subject to the terms and conditions of the original website development contract between CivicPlus and Fair Oaks Ranch, TX.
2. The Total Fees for Year 1 will be invoiced upon agreement signing.
3. Invoicing for Annual Services are subject to 5% annual increase.
4. After initiation of this CP Advanced Redesign Package contract, Client will begin building eligibility for a CP Advanced redesign. After 48 months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Advanced Redesign.
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.



**Service & License Agreement for Fair Oaks Ranch, TX**

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
CivicPlus

\_\_\_\_\_  
Date

**Sign and E-mail the entire contract with exhibits to:**

[Contracts@CivicPlus.com](mailto:Contracts@CivicPlus.com)

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

**CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:**

CivicPlus Contract Manager

302 S. 4<sup>th</sup> Street, Suite 500

Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



<b>Project Development and Deployment Includes the Following:</b>	
<b>Modules</b>	<b>Functionality</b>
<ul style="list-style-type: none"> <li>• Agenda Center</li> <li>• Alerts Center &amp; Emergency Alert Notification</li> <li>• Archive Center</li> <li>• Bid Postings</li> <li>• Blog</li> <li>• Business/Resource Directory</li> <li>• Calendar</li> <li>• Citizen Request Tracker™ (5 users)</li> <li>• Community Connection</li> <li>• Community Voice™</li> <li>• Document Center</li> <li>• ePayment Center</li> <li>• Facilities &amp; Reservations</li> <li>• Frequently Asked Questions</li> <li>• Forms Center</li> <li>• Intranet</li> <li>• Job Postings</li> <li>• My Dashboard</li> <li>• News Flash</li> <li>• Notify Me® email and 500 SMS subscribers</li> <li>• Photo Gallery</li> <li>• Quick Links</li> <li>• Spotlight</li> <li>• Staff Directory</li> </ul>	<ul style="list-style-type: none"> <li>• Action Items Queue</li> <li>• Audit Trail / History Log</li> <li>• Automated PDF Converter</li> <li>• Automatic Content Archiving</li> <li>• Dynamic Breadcrumbs</li> <li>• Dynamic Sitemap</li> <li>• Expiring Items Library</li> <li>• Graphic Link Administration</li> <li>• Links Redirect</li> <li>• Menu Management</li> <li>• Mouse-over Menu Structure</li> <li>• Online Editor for Editing and Page Creation (WYSIWYG)</li> <li>• Online Web Statistics</li> <li>• Printer Friendly/Email Page</li> <li>• RSS</li> <li>• Site Layout Options</li> <li>• Site Search &amp; Entry Log</li> <li>• Slideshow</li> <li>• Social Media Integration (Facebook, Share and Twitter)</li> <li>• User &amp; Group Administration Rights</li> <li>• Web Page Upload Utility</li> <li>• Website Administrative Log</li> </ul>

**Exhibit B - Annual Support, Maintenance and Hosting Services**

<b>Current Annual Support, Maintenance and Hosting Fee</b> Server Storage not to exceed 15GB Does Not Include Media Center Module Storage		<b>\$5,628.84</b>
<b>Total Annual Support, Maintenance and Hosting Fee</b> (Effective upon Contract Signing)		<b>\$5,628.84</b>
<b>Annual Support, Maintenance &amp; Hosting Service Include the Following:</b>		
<b>Support</b>	<b>Maintenance of CivicPlus Application &amp; Modules</b>	<b>Hosting</b>
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



# CERTIFICATE OF LIABILITY INSURANCE

Exhibit C

DATE (MM/DD/YYYY)  
4/15/2016

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

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

<b>PRODUCER</b> Charlson-Wilson Insurance 555 Poyntz Avenue, Suite 205 P.O. Box 1989 Manhattan KS 66505-1989		<b>CONTACT NAME:</b> Brooke Steiner <b>PHONE (A/C, No, Ext):</b> (785) 537-1600 <b>E-MAIL ADDRESS:</b> bsteiner@charlsonwilson.com <b>FAX (A/C, No):</b> (785) 537-1657	
<b>INSURED</b> ICON Enterprises, Inc., DBA: DBA Civic Plus 302 S. 4th Street, Suite 500 Manhattan KS 66502		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Chubb Group of Ins. Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** Master 2016-2017      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		3602-53-12	5/17/2016	5/17/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Information & Network Tech \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		(16) 7358-87-92	5/17/2016	5/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Terrorism \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		7989-49-14	5/17/2016	5/17/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	(17) 7174-92-49	5/17/2016	5/17/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers Professional Liability		8242-9361 3602-53-12	5/17/2016 5/17/2016	5/17/2017 5/17/2017	Aggregate Limit \$1,000,000 Aggregate Limit \$3,000,000

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

<b>CERTIFICATE HOLDER</b> ICON Enterprises Inc. D/B/A Civicsplus 304 S. 4th Street Manhattan, KS 66502	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brooke Steiner/AMB <i>Brooke Steiner</i>
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