

CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, April 06, 2023 at 6:30 PM

Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch

Live Stream: <https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live>

AGENDA

OPEN MEETING

1. Roll Call - Declaration of a Quorum
2. Pledge of Allegiance

CITIZENS and GUEST FORUM

To address the Council, please sign the Attendance Roster located on the table at the entrance in the foyer of the Public Safety Training Room. 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. Speakers shall limit their comments to five (5) minutes each.

3. Citizens to be heard.

PRESENTATIONS

4. Recognition of the Employee of the Quarter Recipient (Q1 - October 2022 through December 2022): Clayton J. Hoelscher, Procurement Manager.

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications

5. Introduction of new hires: Keith Ott, Maintenance Technician; Thomas E. Kunkel, Mechanic; Garrett Crawford, Animal Services Officer

Joanna Merrill, IPMS-SCP, Director of Human Resources and Communications

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.

6. Approval of the March 16, 2023 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

7. Approval of a request for an extension of time for consideration and possible action on a Concept Plan request from the applicant Urbanist Inc. on behalf of the property owners Brenda Minahan and Mark Minahan for a proposed multi-unit residential community on approximately 19.8 acres zoned Mixed Use Village District (MU). Generally located north-east of the intersection of Dietz Elkhorn Road & Ralph Fair Road.

Katherine Schweitzer, P.E., Manager of Engineering Services
Lata Krishnarao, AICP, LEED ND, Consultant, Ardurra

CONSIDERATION/DISCUSSION ITEMS

- [8.](#) Consideration and possible action approving a phasing alternative regarding expansion of the existing Wastewater Treatment Plant.

Grant Watanabe, P.E., Director of Public Works & Engineering Services

- [9.](#) Consideration and possible action approving a Resolution designating Frost Bank as a depository of the City of Fair Oaks Ranch for the safekeeping of securities, authorizing individuals to execute safekeeping agreement, and establishing an effective date.

Rosie Vela, Director of Finance

- [10.](#) Consideration and possible action authorizing the City Manager to spend up to a total combined amount of \$90,000 on agreements for on-call Building Inspector and Plan Review Services.

Katie Schweitzer, P.E., Manager of Engineering Services

- [11.](#) Consideration and possible action regarding requirements or expenditures associated with the Local Disaster.

Gregory C. Maxton, Mayor

Tobin E. Maples, AICP, City Manager

- [12.](#) Consideration and possible action on a Concept Plan request from the applicant Urbanist Inc. on behalf of the property owners Brenda Minahan and Mark Minahan for a proposed multi-unit residential community on approximately 19.8 acres zoned Mixed Use Village District (MU). Generally located north-east of the intersection of Dietz Elkhorn Road & Ralph Fair Road.

Katherine Schweitzer, P.E., Manager of Engineering Services

Lata Krishnarao, AICP, LEED ND, Consultant, Ardurra

WORKSHOP

- [13.](#) FY 2023-24 Budget Calendar.

Scott M. Huizenga, Assistant City Manager, Administrative Services

- [14.](#) Proposed Amendments to Drought Contingency Plan.

Kelsey Delgado, Environmental Program Manager

- [15.](#) Discussion and possible action to shape and frame the Q2 Town Hall meeting.

Gregory C. Maxton, Mayor

REPORTS FROM STAFF AND COMMITTEES

- [16.](#) Capital Improvements Advisory Committee (CIAC) Semiannual Report.

Paul Mebane, CIAC Chairperson

REQUESTS AND ANNOUNCEMENTS

17. Announcements and reports by Mayor and Council Members.

18. Announcements by the City Manager.

19. Requests by Mayor and Council Members that items be placed on a future City Council agenda.

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:

Sec. 551.071 (Consultation with Attorney) the City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:

20. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
21. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.

Sec. 551.072 (Deliberation regarding real property)

22. The City Council will meet in closed session to deliberate the purchase, exchange, lease, or value of real property that may be considered for future location of water and wastewater system improvements.

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

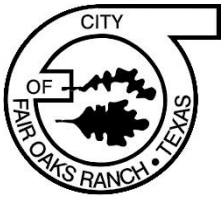
Signature of Agenda Approval: s/Gregory C. Maxton

Gregory C. Maxton, Mayor

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

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, April 3, 2023 and remained so posted continuously for at least 72 hours before said meeting was convened.

The Fair Oaks Ranch Police Station is wheelchair accessible at the front main 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).



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, March 16, 2023 at 6:30 PM

Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch

Live Stream: <https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live>

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

Council Present: Mayor Maxton and Council Members Stroup, Elizondo, Bliss, Koerner, Parker and Muenchow.

2. Pledge of Allegiance – The Pledge of Allegiance was recited in unison.

CITIZENS and GUEST FORUM

3. Citizens to be heard - None

CONSENT AGENDA

4. Approval of the March 2, 2023, Regular City Council meeting minutes.
5. Confirmation of an emergency ordinance amending the Fiscal Year 2022-2023 budget appropriating funds to remove debris created by the ice storm.
6. Approval to authorize the City Manager or designee to execute agreements associated with migration of City water meter reads to Sensus cloud services.
7. Approval to authorize the City Manager or designee to execute agreements associated with Microsoft 365 cloud services.
8. Approval of Council Member Parker's absence from the April 6, 2023, Regular City Council meeting.

Council Member Stroup asked to pull items 5, 6, & 7 from consent for discussion.

MOTION: Made by Council Member Muenchow, seconded by Council Member Parker, to approve the Consent Agenda. (Items 4 & 8)

VOTE: 7-0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

5. Confirmation of an emergency ordinance amending the Fiscal Year 2022-2023 budget appropriating funds to remove debris created by the ice storm.

MOTION: Made by Council Member Elizondo, seconded by Council Member Koerner, to confirm the Budget Amendment Ordinance.

VOTE: 7-0; Motion Passed.

6. Approval to authorize the City Manager or designee to execute agreements associated with migration of City water meter reads to Sensus cloud services.

MOTION: Made by Council Member Muenchow, seconded by Council Member Bliss, to authorize the City Manager or designee to execute agreements with the following companies in the total amount of \$85,884.34:

- Aqua Metric
- Tyler Technologies
- AquaHawk

VOTE: 7-0; Motion Passed.

7. Approval to authorize the City Manager or designee to execute agreements associated with Microsoft 365 cloud services.

MOTION: Made by Council Member Elizondo, seconded by Council Member Muenchow, to authorize the City Manager or designee to execute agreements with the following companies for a total of \$129,898.04:

- SHI International Corporation
- Centre Technologies

VOTE: 7-0; Motion Passed.

9. Consideration and possible action accepting the Fiscal Year 2021-2022 Audit.

MOTION: Made by Council Member Muenchow, seconded by Council Member Koerner, to accept the Fiscal Year 2021-2022 annual audit as presented by ABIP, PC.

VOTE: 7-0; Motion Passed.

10. Consideration and possible action authorizing the City Manager to negotiate and execute agreements for the annual July 4th Celebration.

MOTION: Made by Council Member Koerner, seconded by Council Member Elizondo, to authorize the City Manager to negotiate and execute agreements for a July 4th Celebration in an amount not to exceed \$35,000 to include a fireworks show, a laser show, and any incidentals.

VOTE: 6-1; Motion Passed. Council Member Muenchow voted Nay.

11. Discussion and possible action to shape and frame the Q2 Town Hall meeting.

MOTION: Made by Council Member Parker, seconded by Council Member Muenchow, that the next town hall's primary topic be regarding the Wastewater Treatment Plant and with a secondary topic be regarding Disaster Response. The town hall will be held on April 18, 2023 (at 6:30 PM).

VOTE: 7-0; Motion Passed.

12. Consideration and possible action regarding requirements or expenditures associated with the Local Disaster.

Scott Huizenga, Assistant City Manager for Administrative Services, provided an update on the progress of the bulk brush pickup project resulting from the February ice storm. Mayor Maxton announced that the Bexar County portion of the city is not expected to be reimbursable through FEMA. An invitation to bid has been posted for the remaining pickup of Bexar and Comal Counties. Council Member Stroup encouraged that Council and staff consider selecting a new contractor for the remaining counties. A consideration item will be brought back to Council at the April 6, 2023, scheduled meeting.

WORKSHOPS

- 13.** Grant Watanabe, P.E., Director of Public Works & Engineering Services, introduced the consultants who assisted with the preliminary analysis for the City's drainage CIP project: Bobby Balli, P.E., PWLF, Marcus Garcia, P.E., and Troy Dorman, PhD, PE, CFM, of Halff Associates, Inc., Byron Sanderfer, P.E., CFM, LEED AP, and Bryan Spina, P.E., CFM, from Ardurra Group, Inc., and Steven Dean, P.E., of Pape-Dawson Engineers, Inc. The Director of Public Works then led a workshop regarding the Drainage CIP Update.
- 14.** Mayor Gregory C. Maxton led a discussion on the process for a yearly review of the city's planning tools.
- 15.** Mayor Gregory C. Maxton led a workshop regarding Key Stakeholder Relationships.

REQUESTS AND ANNOUNCEMENTS**16. Announcements and reports by Mayor and Council Members.**

Council Member Bliss announced that the Easter Egg Scramble for children 10 years and under, is scheduled to take place on March 26, 2023, at Vestal Park from 2:00 PM – 3:30 PM. Registration and wristband pickup are required. Council Member Bliss and Stroup urged residents to contact FORHA for details.

Mayor Maxton announced that TxDOT had cleared the East side of Ralph Fair Rd. in preparation for utility movements. The City has been notified that clearing of the West side will happen the week of March 20, 2023. Mayor Maxton also commended Council Member Stroup for her questions on the agenda items under Consent.

17. Announcements by the City Manager.

N/A

18. Requests by Mayor and Council Members that items be placed on a future City Council agenda.

N/A

CONVENE INTO EXECUTIVE SESSION

City Council did not convene into Executive Session regarding:

Sec. 551.071 (Consultation with Attorney)

- 19. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
- 20. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.

Sec. 551.072 (Deliberation regarding real property)

- 21. The City Council did not convene in closed session to deliberate the purchase, exchange, lease, or value of real property that may be considered for future location of water and wastewater system improvements.

Sec. 551.074 (Personnel)

- 22. The City Council did not convene in closed session pursuant to Texas Government Code Section 551.074, Personnel, to discuss the duties and performance of the City Manager.

RECONVENE INTO OPEN SESSION

N/A

ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:18 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSENT ITEM
CITY OF FAIR OAKS RANCH, TEXAS
April 6, 2023

AGENDA TOPIC: Approval of a request for an extension of time for consideration and possible action on a Concept Plan request from the applicant Urbanist Inc. on behalf of the property owners Brenda Minahan and Mark Minahan for a proposed multi-unit residential community on approximately 19.8 acres zoned Mixed Use Village District (MU). Generally located north-east of the intersection of Dietz Elkhorn Road & Ralph Fair Road

DATE: April 6, 2023

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Katherine Schweitzer, P.E., Manager of Engineering Services
 Lata Krishnarao, AICP, LEED ND, Consultant, Ardurra

REQUEST:

The applicant has requested for an extension of time. If the extension is approved, no action is needed on the consideration item on the same Concept Plan.

SUMMARY:

The applicant is proposing a multi-unit rental residential community development (active adult 55+) consisting of one and two bedrooms units, duplexes, and quadplexes. The total number of units proposed is 207 units as per the Concept Plan. As per the Unified Development Code (UDC) Sec. 3.8 (3), a Concept Plan is required to be approved prior to the approval of the Preliminary Plat for this development since it will require off-site roadway, drainage, and utility connections or improvements that will have a substantial impact or effect on other properties or developments. The subject tract is zoned Mixed Use Village District (MU) and the current UDC allows the entire tract to be developed as multi-family residential use, as proposed.

The 19.8-acre parcel is currently vacant and undeveloped.

A staff report provided at the P & Z meeting is attached.

PLANNING AND ZONING COMMISSION MEETING:

This item was considered by the Planning and Zoning Commission (P & Z) meeting of March 9, 2023.

At the meeting citizens voiced concerns regarding this development with 207 units. Their concerns included the detrimental effect of the increased density on the police department, schools, traffic, "dark skies", Camp Bullis, trees, water, property values, and small community feel. They also expressed their preference for ownership versus rental units.

The P & Z concerns included lack of ownership options, golf cart circulation, connectivity to surroundings; impact of traffic on surrounding streets and uses (including a school); and adequacy of utilities. The P & Z encouraged the applicant to comply with the Comprehensive Plan's vision for the Mixed Use district by incorporating a mix of uses and a "village" design concept.

After hearing concerns from citizens and P & Z members, the applicant requested an extension of time to modify the layout to address the items discussed at the meeting. The P & Z unanimously recommended approval for the extension of time and will consider the revised Concept Plan at a later meeting. It is expected that P & Z will make a recommendation to the City Council at that time.

APPROVAL PROCESS:

The Unified Development Code requires the following approvals for this proposed development in the Mixed Use District (MU).

1. Approval of a Concept Plan – P & Z recommendation and City Council action
2. Approval of a Preliminary Plat in compliance with the Concept Plan – P & Z recommendation and City Council action
3. Approval of a Final Plat in compliance with the Concept Plan and Preliminary Plat – P & Z recommendation and City Council action
4. Approval of building permits – Staff

POLICY ANALYSIS:

The City of Fair Oaks Ranch's current process requires the P & Z to consider the Concept Plan application and make a recommendation to the City Council. The City Council has the final authority to act on the Concept Plan.

LEGAL ANALYSIS:

Sec. 212.009 (b-2) of the Texas Local Government Code sets the following guidelines for approval of a plan.

Sec. 212.009. APPROVAL PROCEDURE: INITIAL APPROVAL.

(a) The municipal authority responsible for approving plats shall approve, approve with conditions, or disapprove a plan or plat within 30 days after the date the plan or plat is filed. A plan or plat is approved by the municipal authority unless it is disapproved within that period and in accordance with Section 212.0091.

(b) If an ordinance requires that a plan or plat be approved by the governing body of the municipality in addition to the planning commission, the governing body shall approve, approve with conditions, or disapprove the plan or plat within 30 days after the date the plan or plat is approved by the planning commission or is approved by the inaction of the commission. A plan or plat is approved by the governing body unless it is disapproved within that period and in accordance with Section 212.0091.

Additionally, the code allows for **extension of time** as follows:

(b-2) Notwithstanding Subsection (a) or (b), the parties may extend the 30-day period described by those subsections for a period not to exceed 30 days if:

- (1) the applicant requests the extension in writing to the municipal authority responsible for approving plats or the governing body of the municipality, as applicable; and*
- (2) the municipal authority or governing body, as applicable, approves the extension request.*

RECOMMENDED MOTION/ PROPOSED MOTION:

Staff recommends approval of the extension of time.

Motion: I move to approve the extension of time request from the applicant Urbanist Inc. on behalf of the property owners Brenda Minahan and Mark Minahan for a proposed multi-unit residential community on approximately 19.8 acres zoned Mixed Use Village District (MU).

Attachment:

1. Concept Plan Extension Request



March 30, 2023

Via Email: bcodes@fairoaksranchtx.org

City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Re: Botanica Fair Oaks

To whom it may concern:

Please consider this a letter of extension to Concept Plan the above referenced development. We are formally requesting a 30 day extension of the Botanica Fair Oaks Concept Plan.

The property is located east of Ralph Fair Road between Dietz Elkhorn Road and Arbor Falls. The new development's specific land uses will be determined as the planning process proceeds, but initial concept plans are proposing a multifamily development.

If you have questions or require any additional information, please do not hesitate to contact our office at your earliest convenience.

Sincerely,
Pape-Dawson Engineers, Inc.

A handwritten signature in blue ink, appearing to read 'T. M. Carter', is written over the typed name.

Thomas M Carter, P.E.
Senior Vice President

Attachments

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CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 6, 2023

AGENDA TOPIC: Consideration and possible action approving a phasing alternative regarding expansion of the existing Wastewater Treatment Plant

DATE: April 6, 2023

DEPARTMENT: Public Works Department

PRESENTED BY: Grant Watanabe, P.E., Director of Public Works & Engineering Services

PURPOSE: At the last Wastewater Treatment Plant (WWTP) Study workshop, two WWTP expansion phasing alternatives were presented and discussed: (1) single-phase expansion, or (2) multi-phase expansion. In order to begin design, a decision on the phasing of expansion improvements is needed.

INTRODUCTION/BACKGROUND:

On February 16th, city staff and consultants from Garver conducted a second workshop regarding the WWTP Site Feasibility Study which focused on the expansion of the existing WWTP. This included a summary of recommended capital improvements, two phasing alternatives, updated cost estimates and an environmental desktop review. The two phasing alternatives are shown below:

Single-Phase Alternative (\$16.5M)

- Effluent Pump Station and Conveyance Improvements
- Bottom of the Hill LS Improvements
- Oxidation Ditch to Aeration Basin Retrofit
- Aerated Sludge Holding Tank
- Headworks Grit System
- Intermediate LS Improvements

Multi-Phase Alternative (\$17.2M)

Phase 1 (Immediate Needs): \$6.0M

- Effluent Pump Station and Conveyance Improvements
- Bottom of the Hill LS Improvements

Phase 2 (Future Improvements): \$11.2M

- Oxidation Ditch to Aeration Basin Retrofit
- Aerated Sludge Holding Tank
- Headworks Grit Removal
- Intermediate LS Improvements

During the workshop, councilmembers requested additional information regarding risks and rate impact for the two alternatives. Tonight's presentation will cover both of these topics. There are risks to either alternative, some of which include potential change to ultimate build-out capacity (risk of overbuilding), potential increase/decrease in connection growth rate (risk of underutilized infrastructure or overlapping expansion phases), uncertainty in future construction and financing costs. Regarding rate impact, staff assumed debt funding for costs not covered by wastewater impact fees or cash on hand. It was also assumed that proposed debt would have a term of 20 years and interest rate of 4.0% . As part of the presentation, staff will review current rates, potential debts service fee increases, and estimated rate increases if either alternative is selected.

Staff recommends approval of the Multi-Phase Expansion alternative. Under this alternative, current funds budgeted would be used for design of Phase I improvements. This alternative is recommended since it meets immediate WWTP needs (mitigates critical/high risks identified in the study), allows time to update the Water, Wastewater & Reuse Master Plan and ultimate wastewater service area, and keeps debt service to the minimum needed at this time.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Strategic Action Plan items for Responsible Growth Management and Reliable and Sustainable Infrastructure (CIP# 2.1S).
- Multi-Phase expansion meets immediate WWTP needs while providing flexibility to adjust to future changes which may affect cost, timing and priority of improvements.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The current approved budget (\$929,711.00) is adequate for surveying and engineering services necessary for Phase 1 improvements. Financing options for construction will be discussed at a future 5-yr Financial Plan or budget workshop.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve the Multi-Phase Alternative regarding expansion of the existing Wastewater Treatment Plant.

WWTP Expansion Phasing Alternatives

April 6, 2023

Grant Watanabe, P.E., Director of Public Works & Engineering Services



Agenda

- Purpose
- Workshop #2 Recap
 - Single-Phase Expansion Alternative
 - Multi-Phase Expansion Alternative
- Risks & Customer Rate Impacts
- Recommendation
- Questions

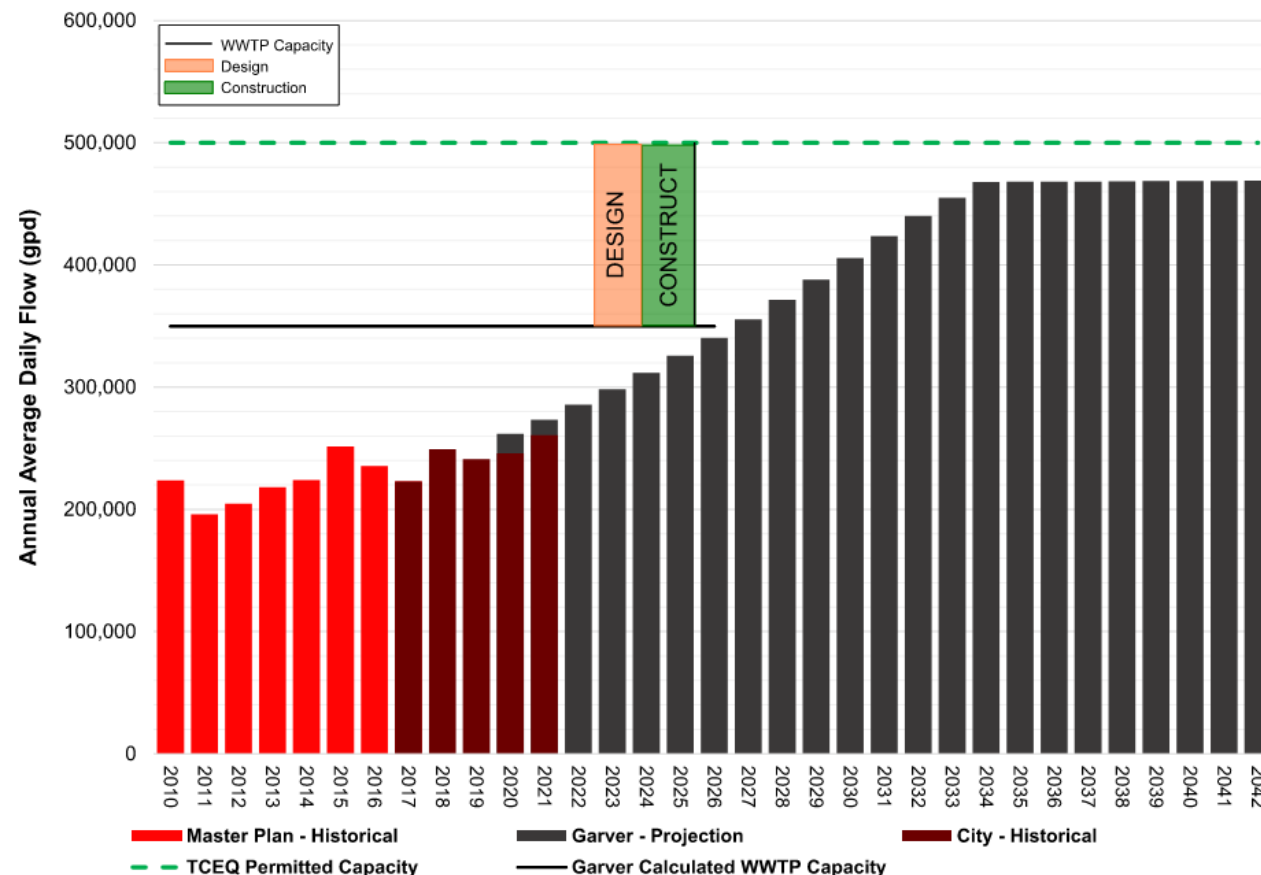


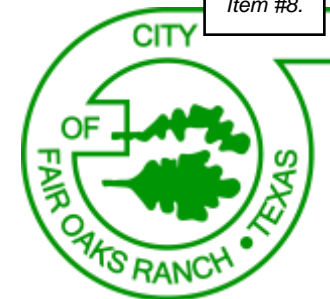
Single-Phase Alternative

This alternative includes all the proposed improvements:

- Oxidation Ditch to Aeration Basin Retrofit
 - Diffuser installation
 - Blower installation
- Headworks Grit System
 - Classifier/Conveyor
 - Roll-off Bin
- Intermediate Lift Station Improvements
- Bottom of the Hill Lift Station Improvements
- Aerated Sludge Holding Tank
 - WAS Pump Station
 - Tank Blowers
- Effluent Pump Station and Conveyance Improvements
 - Effluent Pump Station Improvements
 - Pipeline conveyance improvements to the golf course
 - Golf Course Reuse Study (if necessary)

Total Estimated Cost: \$16.5M





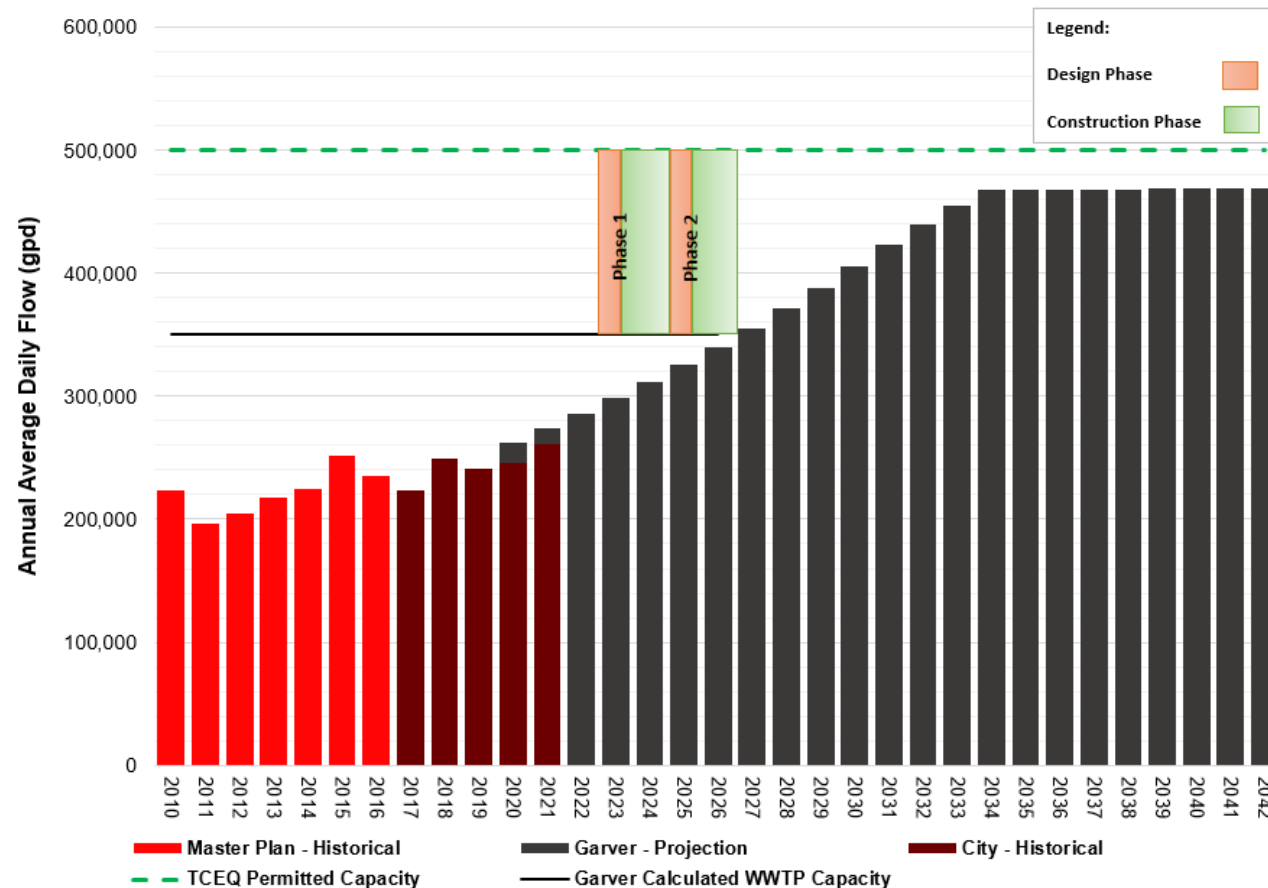
Multi-Phase Alternative

Phase 1 (Immediate Needs): \$6.0M

- Effluent Pump Station and Conveyance Improvements
 - Effluent Pump Station Improvements
 - Pipeline conveyance improvements to the golf course
 - Golf Course Reuse Study (if necessary)
- Bottom of the Hill Lift Station Improvements

Phase 2 (Future Improvements): \$11.2M

- Oxidation Ditch to Aeration Basin Retrofit
 - Diffuser installation
 - Blower installation
- Aerated Sludge Holding Tank
 - WAS Pump station
 - Tank Blowers
- Headworks Grit Removal
 - Classifier/Conveyor
 - Roll-off Bin
- Intermediate Lift Station Improvements





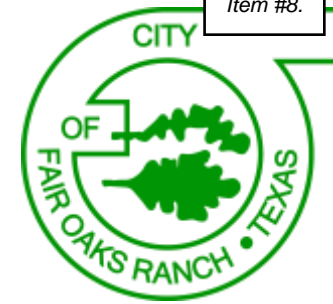
Risks

Single-Phase Expansion

- Projected WWTP build-out capacity may change (risk of overbuilding)
 - Future developments may go septic vs. city sewer
 - Water, Wastewater & Reuse Master Plan (2019) needs update as a result of WWTP study
- Projected growth may slow further (risk of underutilized infrastructure)
- Jump in debt service fees may cause financial burden to customers

Multi-Phase Expansion

- TCEQ may adopt more stringent regulations in the future
- Future Construction and Material Cost uncertainty
- Future Financing Cost uncertainty
- Projected growth may increase (risk of overlapping phases)



Potential Rate Impact

Current Wastewater Rates & Structure

Service Availability Charge

Meter Size	Monthly Charge \$ per bill
All Meters	\$40.86



Wastewater Service Fees

Fee	\$ per bill
TCEQ Fee	\$0.05
Debt Service Fee	\$2.30
Capital Reserve Fund	\$4.12
Total	\$6.47



Monthly Wastewater Bill (\$47.33)





Potential Rate Impact (cont.)

Previous Wastewater Rate Scenarios

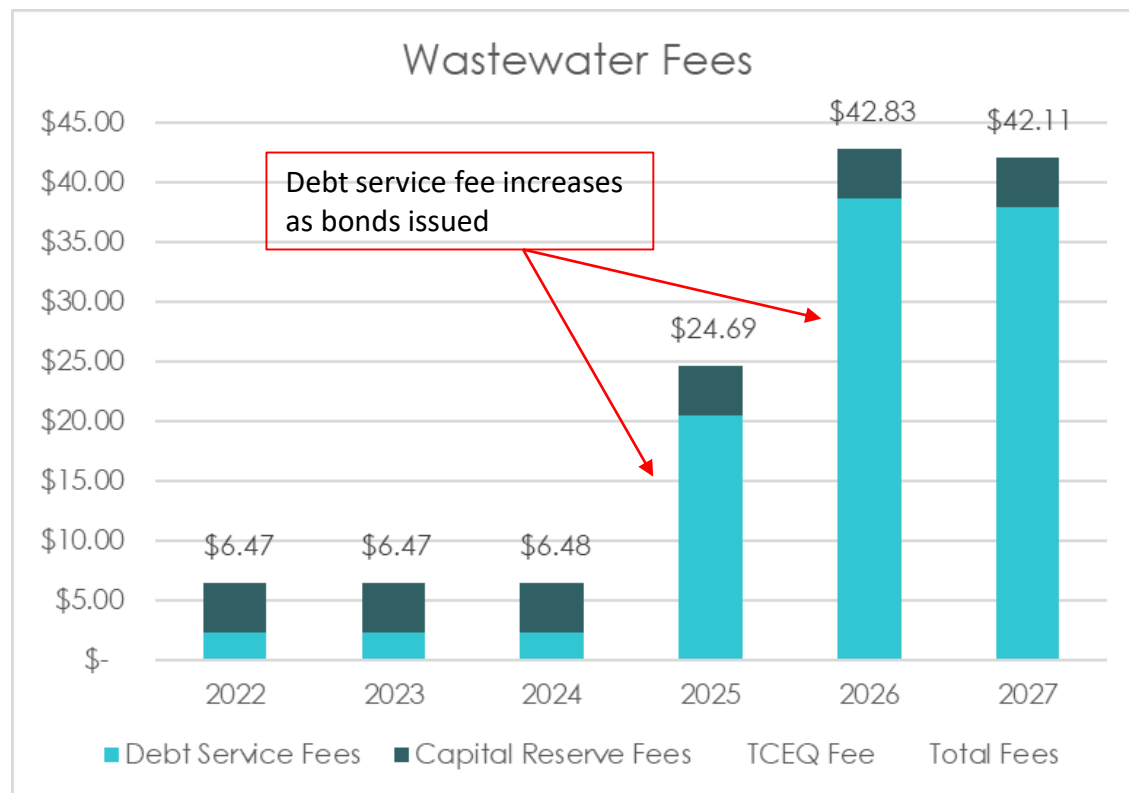
Wastewater Rates				
Scenarios	Existing	Scenario 1	Scenario 2	Scenario 3
Service Availability	\$ 40.86	\$ 62.99	\$ 28.94	\$ 28.94
Fees	\$ 6.47	\$ 6.47	\$ 6.47	\$ 0.05
Volumetric (Per Kgal)	\$ -	\$ -	\$ 6.00	\$ 7.09

- All proposed scenarios cover current cost of service (operating expenses, existing debt service, equip replacement)
- Fees Include TCEQ Fee, Debt Service Fee and Capital Reserve Fund Fee. **Fees will increase as Debt Service and Capital Reserve requirement increases**
- In Scenario 3, some fees were rolled into the volumetric rate so higher wastewater generators pay larger share of debt service and capital reserve requirement
- Average customer generates 5-6 kgal of wastewater each month

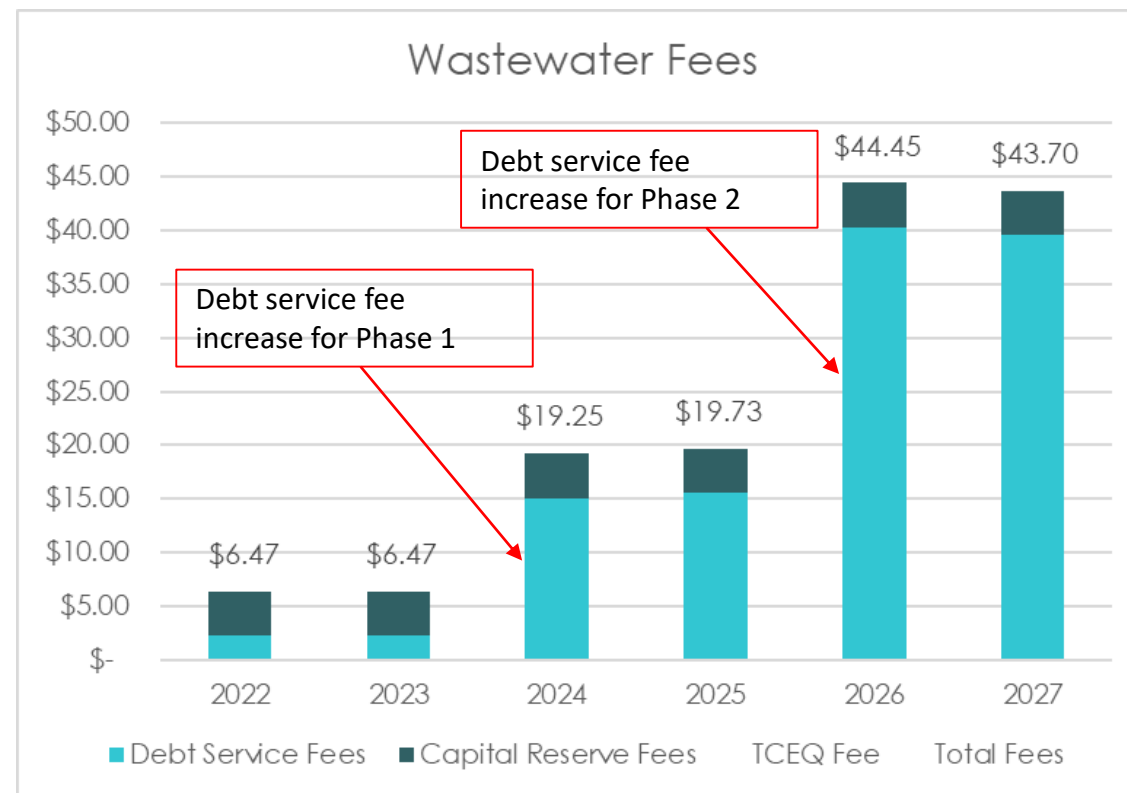


Potential Rate Impact (cont.)

Fee Increase for Single-Phase Expansion



Fee Increase for Multi-Phase Expansion



Note: Debt Service fees are for WWTP Expansion only, does not include other wastewater projects in 5-yr CIP



Potential Rate Impact (cont.)

Est. Rate Increase for Single-Phase Expansion

Wastewater Rates				
Scenarios	Existing	Scenario 1	Scenario 2	Scenario 3
Service Availability	\$ 40.86	\$ 62.99	\$ 28.94	\$ 28.94
Fees	\$ 6.47	\$ 42.11	\$ 42.11	\$ 0.05
Volumetric (Per Kgal)	\$ -	\$ -	\$ 6.00	\$ 13.30

Est. Rate Increase for Multi-Phase Expansion (Phase 1)

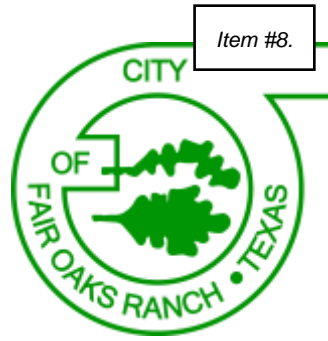
Wastewater Rates				
Scenarios	Existing	Scenario 1	Scenario 2	Scenario 3
Service Availability	\$ 40.86	\$ 62.99	\$ 28.94	\$ 28.94
Fees	\$ 6.47	\$ 19.73	\$ 19.73	\$ 0.05
Volumetric (Per Kgal)	\$ -	\$ -	\$ 6.00	\$ 9.40

- Fee estimate from previous slide used for comparison and discussion purposes only
 - Single-Phase Expansion – gradual fee increase to \$42.11/month (2027)
 - Multi-Phase Expansion (Phase 1) – gradual fee increase to \$19.73/month (2025)
- Volumetric rate estimated to provide revenue sufficiency
- All estimates will be fine-tuned before any rate changes are proposed (future Council agenda item)



Recommendation

- Staff recommends a multi-phase expansion for the following reasons:
 - Phase 1 meets immediate WWTP needs (mitigates critical/high risks)
 - Effluent Pump Station and Conveyance Improvements
 - Effluent Pump Station Improvements
 - Pipeline conveyance improvements to the golf course
 - Golf Course Reuse Study (if necessary)
 - Bottom of the Hill LS Improvements
 - Allows time to update Master Plan and reevaluate build-out capacity requirement
 - Allows time to better understand developer intent and utility plans
 - Keeps debt service (and associated fees) to minimum needed at this time



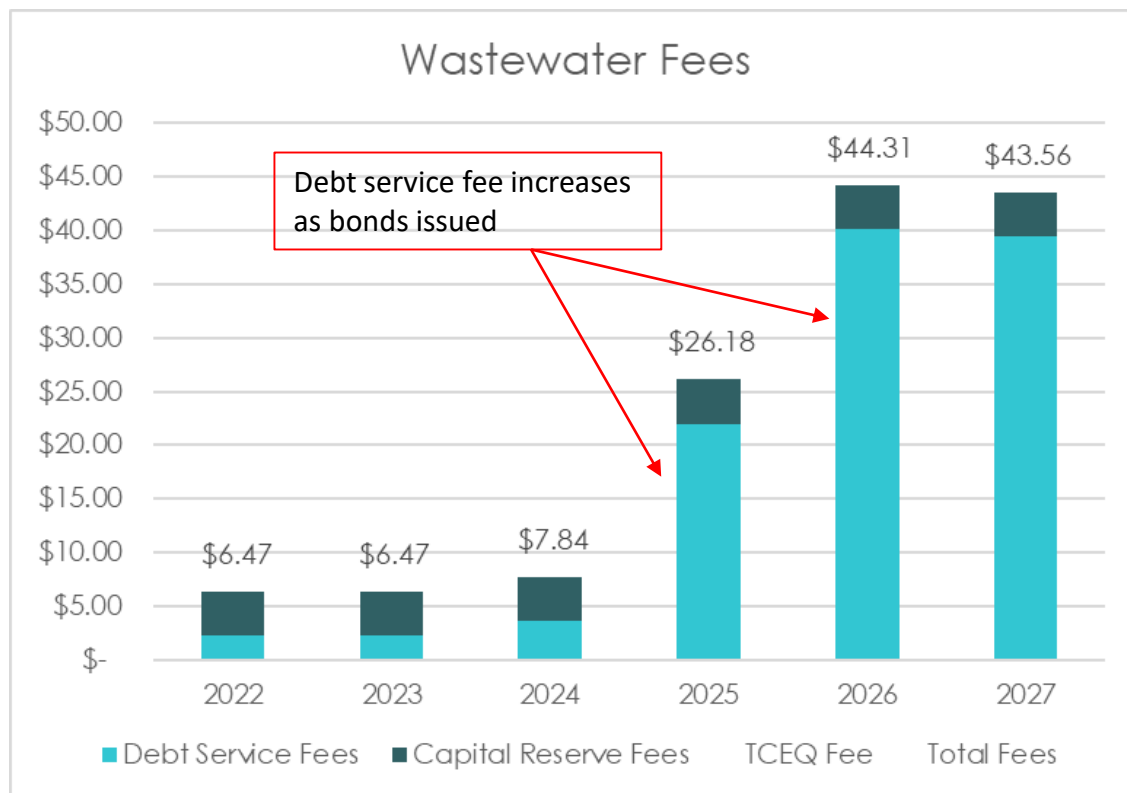
Questions?

Backup

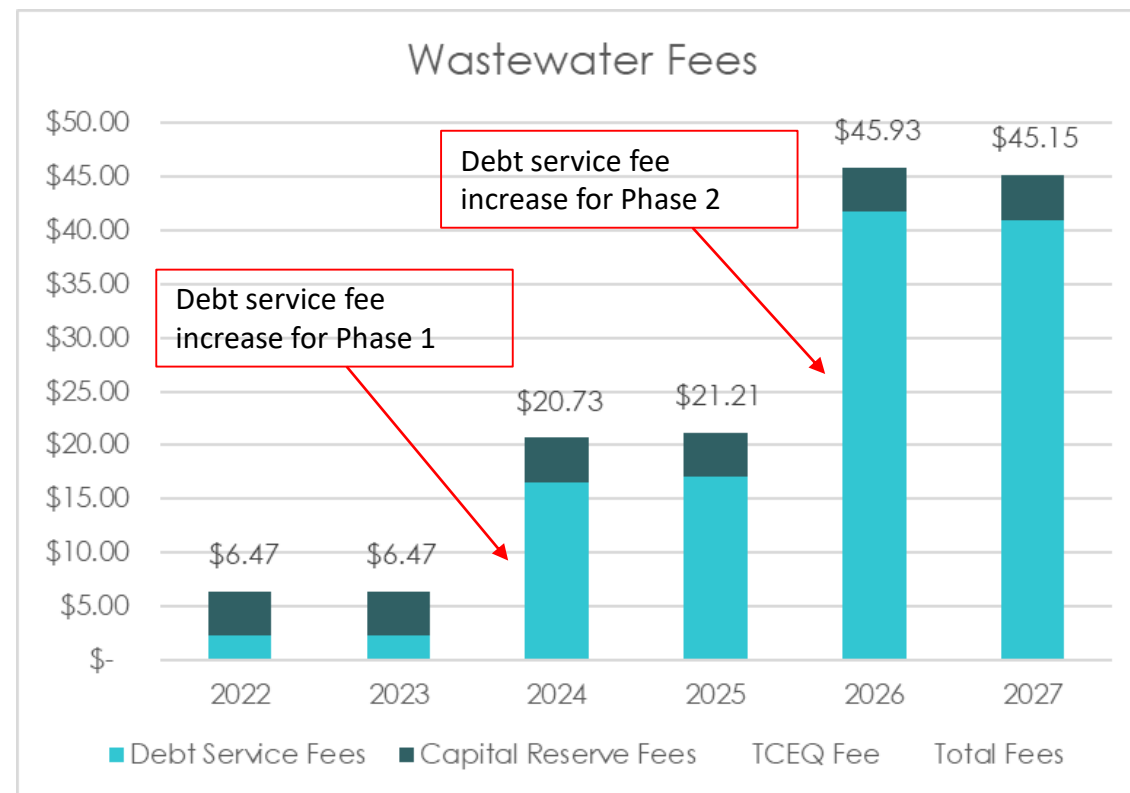


Potential Rate Impact (cont.)

Fee Increase for Single-Phase Expansion



Fee Increase for Multi-Phase Expansion



Note: Includes other wastewater projects in approved 5-yr CIP (Decommission The Falls LS, SCADA for Lift Stations)



Potential Rate Impact (cont.)

Est. Rate Increase for Single-Phase Expansion

Wastewater Rates				
Scenarios	Existing	Scenario 1	Scenario 2	Scenario 3
Service Availability	\$ 40.86	\$ 62.99	\$ 28.94	\$ 28.94
Fees	\$ 6.47	\$ 42.11	\$ 42.11	\$ 0.05
Volumetric (Per Kgal)	\$ -	\$ -	\$ 6.00	\$ 13.30

Est. Rate Increase for Multi-Phase Expansion (Phase 1)

Wastewater Rates				
Scenarios	Existing	Scenario 1	Scenario 2	Scenario 3
Service Availability	\$ 40.86	\$ 62.99	\$ 28.94	\$ 28.94
Fees	\$ 6.47	\$ 19.73	\$ 19.73	\$ 0.05
Volumetric (Per Kgal)	\$ -	\$ -	\$ 6.00	\$ 9.40

Est. Rate Increase for Multi-Phase Expansion (Phase 2)

Wastewater Rates				
Scenarios	Existing	Scenario 1	Scenario 2	Scenario 3
Service Availability	\$ 40.86	\$ 62.99	\$ 28.94	\$ 28.94
Fees	\$ 6.47	\$ 43.70	\$ 43.70	\$ 0.05
Volumetric (Per Kgal)	\$ -	\$ -	\$ 6.00	\$ 13.60



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
April 6, 2023

AGENDA TOPIC: Consideration and possible action approving a Resolution designating Frost Bank as a depository of the City of Fair Oaks Ranch for the safekeeping of securities, authorizing individuals to execute safekeeping agreement, and establishing an effective date

DATE: April 6, 2023

DEPARTMENT: Finance

PRESENTED BY: Rosie Vela, Director of Finance

INTRODUCTION/BACKGROUND:

The Investment Policy of the City of Fair Oaks Ranch authorizes the City to invest in Obligations of the United States or its agencies and instrumentalities (Section IV, Authorized and Suitable Investments). United States Treasury obligations represent the highest credit quality in the world. Some examples of these obligations include Treasury Bills, Notes and Bonds, as well as securities from US agencies such as the Federal Housing Administration (FHA), Federal Home Loan Bank (FHLB), and General Services Administration (GSA). Since these agencies are supported by the US Government, they are generally accepted to be almost as risk free as treasuries.

Any securities which we purchase must be held at a bank for safekeeping. Since Frost Bank serves as the City's depository bank, we propose using Frost Bank as the safekeeping agent for any securities that are purchased.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Increase interest earnings through higher yield investments.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Enhanced interest earnings will assist the City in providing services for our citizens; with less reliance on other revenues.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution designating Frost Bank as a depository of the City of Fair Oaks Ranch for the safekeeping of securities; authorizing individuals to execute safekeeping agreement; and establishing an effective date.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS (“CITY”) DESIGNATING FROST BANK AS THE CITY’S DEPOSITORY FOR THE SAFEKEEPING OF SECURITIES; AUTHORIZING INDIVIDUALS TO EXECUTE SAFEKEEPING AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, City of Fair Oaks Ranch, Texas has an agreement with Frost Bank as the City’s depository for bank deposits; and

WHEREAS, the Investment Policy of the City authorizes the City to invest in Obligations of the United States Treasuries or its agencies and instrumentalities, and those securities must be held at a bank for safekeeping; and

WHEREAS, the City has received all documents to execute such agreement with Frost Bank; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to execute the Safekeeping Agreement with Frost Bank as the designated depository for the safekeeping of purchased securities.

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

SECTION 1. Frost Bank be and is hereby designated a depository of the City of Fair Oaks Ranch, Texas for the safekeeping of securities.

SECTION 2. The individuals listed below are hereby authorized in the name and on behalf of the City of Fair Oaks Ranch, Texas, to enter into a Safekeeping/Custody Services Agreement with Frost Bank upon such terms and conditions as may be agreed upon, to deposit securities with Frost Bank, to withdraw and otherwise deal with same, all pursuant to the provisions of said agreement.

1. Tobin Maples, City Manager
2. Scott Huizenga, Assistant City Manager
3. Rosie Vela, Director of Finance

SECTION 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless

be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED and APPROVED on this 6th day of April 2023.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

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

Frost Capital Markets Services

RESOLUTION (GOVERNMENTAL INSTITUTION)

BE IT RESOLVED THAT

Tobin Maples, City Manager

(Name and title of authorized person)

Scott Huizenga, Assistant City Manager

(Name and title of authorized person)

Rosie Vela, Director of Finance

(Name and title of authorized person)

"RESOLVED, that the Frost Bank be and is hereby designated a depository of click to enter name (the "Government Institution") for the safekeeping of securities.

FURTHER RESOLVED, that the listed individuals are hereby authorized in the name and on behalf of this Government Institution to enter into a Safekeeping/Custody Services Agreement with Frost Bank upon such terms and conditions as may be agreed upon, to deposit securities with Frost Bank, to withdraw and otherwise deal with same, all pursuant to the provisions of said agreement."

Municipality

(Type of Governmental Institution)

I, Tobin Maples, City Manager

(Name and title of Authorized Signer)

of The City of Fair Oaks Ranch, Texas

(Name of Governmental Institution)

hereby certify that the foregoing is a true copy of a resolution duly adopted by the

City Council

(Name of Governing Body of the Governmental Institution)

of said municipality at a meeting duly held the 6th day of

April, 2023 at which a quorum was present and voting and that the same

has not been repealed or amended and remains in full force and effect and does not conflict

with the City of Fair Oaks Ranch Charter

(Name of Document under which Governmental Institution is Operating)

Date: April 6, 2023

(Authorized Signer of Governmental Institution)

SAFEKEEPING AGREEMENT
(INSTITUTIONAL -- NO FOREIGN SECURITIES)

THIS SAFEKEEPING AGREEMENT (this "**Agreement**") is entered into as of the ____ day of _____, _____, by and between **FROST BANK**, a state banking association organized and existing under the laws of the state of Texas (the "**Bank**") and _____, a _____ (the "**Depositor**"). The Bank and the Depositor agree that all securities and/or other property deposited with and accepted by Bank ("**Security**") shall be governed by the terms and conditions herein set forth, and agree to the following:

W I T N E S S E T H:

The Bank shall establish and maintain a custody account (the "**Account**") for and in the name of the Depositor and hold therein all securities deposited with or collected by the Bank in its capacity as custodian for the Account. The terms "**Security**" or "**Securities**" shall mean any negotiable or non-negotiable investment instrument(s) commonly known as a security or securities in banking custom or practice, and so long as held by the Bank, all income therefrom and all cash deposited by, or for the account of, the Depositor. The Bank agrees to open the Account and hold all Securities and other property, from time to time, deposited with or collected by the Bank for the Account, subject to the terms and conditions of this Agreement, as the same may be amended from time to time.

SECTION 1
ACCEPTANCE OF SECURITIES

(a) The Bank shall accept delivery from and on behalf of the Depositor such Securities as shall, from time to time, be acceptable to it. Any Securities now held by the Bank for the Depositor under a prior custody agreement shall be deemed to have been deposited hereunder. The Bank shall have no responsibility to (i) determine the validity, genuineness or alteration of the Securities or related instruments delivered pursuant to the terms hereof; (ii) review the Securities; or (iii) provide advice to the Depositor relative to the purchase, retention, sale, exchange, disposition, call for redemption of the Securities or related instruments. The parties acknowledge that the Bank is performing the services hereunder merely as an aid to the Depositor, and this does not relieve the Depositor of its duty to manage and keep itself informed of information affecting its own portfolio.

(b) The Bank shall supply to the Depositor from time to time as mutually agreed by the Bank and the Depositor a written statement with respect to all of the Securities held in the Account. In the event that the Depositor does not inform the Bank in writing of any exceptions or objections to such statement within sixty (60) days after receipt of such statement, the Depositor shall be deemed to have approved such statement.

(c) The Bank shall segregate and identify on its books and records as belonging to the Depositor all Securities delivered by or for the account of the Depositor which are held by the Bank in the Account.

(d) The Depositor authorizes the Bank, for any Securities held hereunder, to use the services of any United States central securities depository it deems appropriate and where it may hold any of its own securities, including, but not limited to, the Depository Trust Company and the Federal Reserve Book Entry System. The term "*central securities depository*" shall also include any depository service which acts as a custodian of securities in connection with a system for the central handling of securities whereby all securities of a particular class or series of any issuer deposited within the system are treated as fungible and may be transferred by bookkeeping entry without physical delivery of security certificates. Placement by the Bank of Securities into a central securities depository or safekeeping facility shall neither augment nor diminish the Bank's duties or obligations under any other paragraph of this Agreement, provided that the Bank shall have no liability for the acts or failure to act of any such central securities depository.

(e) The Bank is authorized to re-register the Securities in the name of the Bank or its nominee unless alternative and acceptable registration instructions are promptly furnished by the Depositor.

SECTION 2 COLLECTION OF INCOME

The Bank agrees to collect and receive the dividends, interest and other income from the Securities, as directed by the Depositor, and will credit the Depositor's designated deposit account for such items. Charges, if any, will be charged to the Depositor's deposit account under advice. The Bank will make commercially reasonable efforts to collect and receive such dividends, interest and other income from the Securities but assumes no liability for its inability to do so due to the acts or omissions of Depositor, any issuer of Securities or such issuer's paying agent, or any third party. The Bank shall not be obligated to institute or participate in any legal proceedings relative to any such acts or omissions. The Bank is hereby authorized to sign, on the Depositor's behalf, any declarations, affidavits, certificates of ownership, or other documents which are now or may hereafter be required with respect to coupons, registered interest, dividends or other income on Securities. **THE DEPOSITOR HEREBY AGREES TO REIMBURSE, INDEMNIFY, AND HOLD HARMLESS, THE BANK, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COURT COSTS) THAT MAY ARISE BY REASON OF THE EXECUTION OF ANY SUCH DOCUMENTS BY THE BANK.**

SECTION 3 COLLECTION OF PRINCIPAL

The Bank is authorized to collect, receive and receipt for the principal of all Securities when and as the same may mature, be redeemed, or be sold upon the order of the Depositor. The proceeds of such collections, as well as any other principal payments received for any Securities, will be credited to the Depositor's designated deposit account. The Bank will use commercially reasonable efforts to collect the Securities and other property at maturity and at dates of call for payment, but assumes no responsibility for its inability to do so due to the acts or omissions of Depositor, any issuer of Securities or such issuer's paying agent, or any third party. The Bank shall not be obligated to institute or participate in any legal proceedings relative to any such acts or omissions. The Bank will not be liable for the insolvency, or default in the payment of principal or interest or in the performance, of the issuer of any Securities.

SECTION 4 WITHDRAWAL OF SECURITIES

The Securities will be released only upon the Bank's receipt of written instructions from the Depositor. In the event the Depositor is a corporation, limited liability company, or limited partnership, Securities will be released upon the instructions of such officer(s) as are authorized by an appropriate entity resolution ("**Authorized Representative**"), and the Depositor shall furnish the Bank on or before such withdrawal, certified copies of resolutions relating to or changing such authority. The Depositor expressly agrees that the Bank shall not be liable for any loss, damage, or liability resulting from the Bank's actions taken in accordance with instructions given to the Bank by an Authorized Representative. If the Depositor has delivered to the Bank Securities subject to a pledge, such Securities will be released only upon the receipt of (i) a written notice by the Depositor or an Authorized Representative, if requested by Bank, (ii) a written release of the pledgee, and (iii) a certificate of the Depositor certifying that the signature of the pledgee is authorized and authentic.

SECTION 5 STANDARD OF CARE

The Bank shall exercise commercially reasonable care in receiving, holding and handling the Securities. The Bank will exercise the commercially reasonable care expected of a professional custodian for hire with respect to the Securities in its possession or control.

SECTION 6 DEPOSITOR DUTIES

(a) The Depositor shall provide the Bank with a written certificate signed by an Authorized Representative containing the specimen signatures of each person authorized to act and give direction on behalf of the Depositor. The Bank shall be entitled to rely upon such certificate until notified in writing otherwise by the Depositor.

(b) The Bank is further authorized to rely upon any written instructions or instructions received by any other means and identified as having been given or authorized by any person named to the Bank as authorized to give written instructions, regardless of whether such instructions shall in fact have been authorized or given by any of such persons, provided that the Bank and the Depositor shall have agreed in writing upon the means of transmission and the method of identification for such instructions. Instructions received by any other means shall include verbal instructions, provided that any verbal instruction shall be promptly confirmed in writing. In the event verbal instructions are not subsequently confirmed in writing, as provided above, the Depositor agrees to hold the Bank harmless and without liability for any claims or losses in connection with such verbal instructions. Notwithstanding the above, instructions for the withdrawal of securities "*free of payment*" shall be given only in writing, manually signed by any such authorized persons.

(c) The Depositor may appoint one or more investment managers ("**Investment Managers**") with respect to the Account. The Bank is authorized to act upon instructions received from any Investment Manager to the same extent that the Bank would act upon the instructions of the Depositor, provided that the Bank has received copies of the instruments appointing the Investment Manager and written confirmation from the Investment Manager evidencing its acceptance of such appointment, or other evidence satisfactory to the Bank.

(d) If the Depositor should choose to have telecommunication or other means of direct access to the Bank's reporting system for Securities in the Account pursuant to paragraph (e) of Section 7, the Bank is also authorized to rely and act upon any instructions received by it through a terminal device, provided that such instructions are accompanied by code words which the Bank has furnished to the Depositor by any method mutually agreed to by the Bank and the Depositor, and which the Bank shall not have then been notified by the Depositor to cease to recognize regardless whether such instructions shall in fact have been given or authorized by the Depositor or any such person. The Depositor's delegates shall be named by a certificate provided to the Bank from time to time by the Depositor.

(e) In the event that the Bank shall receive conflicting instructions from Depositor regarding any particular transaction, the Bank shall make reasonable efforts to resolve such conflict; provided, however, the Bank may rely upon the instruction first received by the Bank and the Bank is hereby held harmless from all consequences of such reliance.

SECTION 7 BANK DUTIES

(a) The Bank shall receive or deliver, or shall instruct any other entity authorized to hold Securities hereunder to receive or deliver, Securities and credit or debit the Account, in accordance with written instructions from the Depositor. The Bank or such entity shall also receive in custody all stock dividends, rights and similar securities issued in connection with Securities held hereunder, shall surrender for payment, in a timely manner, all items maturing or called for redemption and shall take such other action as the Depositor may direct in properly authorized and timely written instructions to the Bank.

(b) All cash received or held by the Bank as custodian or by any entity authorized to hold the Securities hereunder as interest, dividends, proceeds from transfer, and other payments for or with respect to the Securities shall be (i) held in a cash account, or (ii) in accordance with written instructions received by the Bank, remitted to the Depositor.

(c) If the Bank has in place a system for providing telecommunication or other electronic access or other means of direct access by customers to the Bank's reporting system for Securities in the Account, then upon separate written agreement between the Bank and the Depositor, the Bank shall provide such service to the Depositor.

(d) During the Bank's regular banking hours and upon receipt of reasonable notice from the Depositor, any officer or employee of the Depositor, any independent accountant(s) selected by the Depositor and any person designated by any regulatory authority having jurisdiction over the Depositor shall be entitled to examine on the Bank's premises, the Securities held by the Bank on its premises, but only upon the Depositor's furnishing the Bank with properly authorized instructions to that effect, provided, such examination shall be consistent with the Bank's obligations of confidentiality to other parties. The Bank's reasonable costs and expenses in facilitating such examinations, including but not limited to the cost to the Bank of providing personnel in connection with examinations shall be borne by the Depositor, according to the research fee set forth in the fee schedule attached as Exhibit A. The Bank shall also, subject to restrictions under applicable law, seek to obtain from any entity with which the Bank maintains the physical possession of any of the Securities in the Account such records of such entity relating to the Account as may be required by the Depositor or its agents in connection with an internal examination by the Depositor of its own affairs. Upon a reasonable request from the Depositor, the Bank shall use its reasonable efforts to furnish to the Depositor such reports (or portions thereof) of the external auditors of each such entity as related directly to such entity's system of internal accounting controls applicable to its duties under its agreement with the Bank.

(e) The Bank will transmit to the Depositor upon receipt, all financial reports, stockholder communications, notices, proxies and proxy soliciting materials received from issuers of the Securities, and all information relating to exchange or tender offers received from offerors with respect to the Securities. Proxies will be executed by the registered holder if the registered holder is other than the Depositor, but the manner in which the Securities are to be voted will not be indicated. Specific instructions regarding proxies will be provided when necessary. The Bank shall not vote any of the Securities or authorize the voting of any Securities or give any consent or take any other action with respect hereto, except as provided herein. The Bank is authorized to accept and open in the Depositor's behalf all mail or communications received by it or directed to its care.

(f) In the event of tender offers, the Depositor shall mail or fax instructions to the Bank as to the action to be taken with respect thereto or telephone such instructions to the Depositor's account administrator at the Bank, designating such instruction as being related to a tender offer. The Depositor shall deliver to the Bank, by 4:00 p.m., San Antonio, Texas time on the following calendar day, written confirmation. The Depositor shall hold the Bank harmless from any adverse consequences of the Depositor's use of any other method of transmitting instructions relating to a tender offer. The Depositor agrees that if it gives an instruction for the performance of an act on the past permissible date of a period established by the tender offer or for the performance of such act or that it fails to provide next day written confirmation of an oral instruction, the Depositor shall hold the Bank harmless from any adverse consequences of failing to follow said instructions.

(g) The Bank shall not be liable for late submission of any items or information in response to calls for redemption, mergers, tenders, consolidations, reorganizations, recapitalizations, or similar

proceedings affecting the Securities when the Depositor has failed to timely instruct the Bank in writing. Should any Security held in a central securities depository be called for a partial redemption by the issuer of such Security, the Bank is authorized, in its sole discretion, to allot the called portion to the respective holders in any manner it deems fair and equitable.

(h) The Bank shall present all maturing bonds and coupons for collection and is authorized to receive payment of income and principal on other items in accordance with their terms. All funds so collected shall be credited to the Account or remitted in accordance with the instructions of the Depositor.

(i) The Bank shall not be liable in damages for any loss or damage beyond its reasonable control, including, but not limited to acts of God, war or terrorist act, fire, storm, or other catastrophe, interruption of transmission or communication facilities, equipment failure, or electrical or computer failure.

SECTION 8 FOREIGN SECURITIES

The Bank shall not hold Securities which are issued by foreign governments or foreign companies or for which the principal trading market is located outside the United States hereunder. Should the Bank elect to hold such securities, such activities shall be governed by a separate agreement between the bank and the Depositor.

SECTION 9 FEES AND EXPENSES

(a) The Depositor agrees to promptly pay upon receipt of an invoice from the Bank the fees and expenses set forth therein. Fees and expenses for the services to be rendered under this Agreement are set forth in **Exhibit A** attached hereto and incorporated herein for all purposes, as such may be amended from time to time, effective upon 30 days' prior written notice by the Bank to the Depositor. In addition, if the Bank advances securities to the Depositor for any purpose or in the event that the Bank or its nominee shall incur or be assessed any taxes, charges, expenses, assessments, claims or liabilities in connection with the performance of its duties hereunder, except such as may arise from or be caused by the Bank's or its nominee's gross negligence or willful misconduct, Depositor shall immediately reimburse the Bank, or its nominee, for such advances, taxes, charges, expenses, assessments, claims or liabilities, or replace such securities.

(b) The Bank may, in its sole discretion, advance funds on behalf of the Depositor which results in an overdraft if the monies held in the Account are insufficient to pay the total amount payable upon purchase of Securities as instructed. Any such overdrafts shall be deemed to be a loan made by the Bank to the Depositor payable promptly upon demand and bearing interest at Frost Bank's prime rate plus two percent per annum from the date incurred. Notwithstanding anything contained in this Agreement to the contrary, the Bank shall have no obligation to advance funds on behalf of the Depositor.

(c) The Bank shall have a lien on the Securities in the Account to secure payment of such fees and expenses, taxes, advances and other charges incurred under this Section 9. The Depositor agrees that the Bank's lien shall be a continuing lien and security interest in and on any Securities at any time held by or through it in accordance with this Agreement, for the benefit of the Depositor or in which the Depositor may have an interest which is then in the Bank's possession or control or in possession or control of any third party acting on the Bank's behalf. Upon failure by the Depositor to cure any overdraft amounts, or to reimburse the Bank for fees and expenses, taxes, advances and other charges, within 48 hours after the request for payment, the Bank may dispose of securities to the extent necessary to obtain reimbursement. The parties agree that upon Depositor's receipt of such request for payment, the Depositor shall not transfer or dispose of any securities except as agreed to by the parties until appropriate reimbursement is made. The Bank shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as in effect in State of Texas from time to time with respect to the Securities.

(d) The Bank is hereby authorized to charge the Depositor's deposit account number _____ for all fees and charges incurred or assessed hereunder.

SECTION 10 INVESTMENT RESPONSIBILITY

Unless otherwise agreed in writing by the Depositor and the Bank, the Bank is under no duty to (i) advise the Depositor relative to the investment, purchase, retention, sale, or other disposition of any Securities held hereunder; (ii) supervise the Depositor's investments, purchases or sales; (iii) invest, or see to the investment of, any cash proceeds or other cash deposited hereunder and held by the Bank; or (iv) determine whether any investment or sale made for the account of Depositor is made in conformity with Depositor's requirements or understandings. The Bank's duties hereunder are strictly ministerial in nature and are limited to those duties expressly set forth in this Agreement. Nothing in this Agreement shall be construed to impose fiduciary responsibilities on the Bank.

SECTION 11 LIMITATION OF LIABILITY

The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, it being expressly understood that there are no implied duties hereunder. In addition to other provisions of this Agreement, the Depositor agrees that the Bank (a) will be responsible only for the exercise of reasonable commercial standards of the banking business; (b) will not be liable for any loss or damage to the Securities when such loss or damage is due to any cause other than failure to exercise reasonable commercial standards, and in any event will not be liable for any decline in the market value of the Securities; (c) will not be considered an insurer against risk of loss, damage, destruction or decline in market value of the Securities; and (d) will not have liability to the Depositor with respect to the services rendered by the Bank pursuant to this Agreement until such time as the Securities are actually delivered to the Bank, it being understood and agreed that the Depositor bears the risk of loss with respect to shipment and delivery of the Securities to Bank. **IN NO EVENT SHALL THE BANK BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OTHER THAN DAMAGES WHICH RESULT FROM BANK'S FAILURE TO ACT IN GOOD FAITH OR IN ACCORDANCE WITH THE REASONABLE COMMERCIAL STANDARDS OF THE BANKING BUSINESS OR (II) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

In addition to any and all rights of reimbursement, indemnification, subrogation, or any other rights pursuant hereto or under law or equity, the Depositor hereby agrees, to the extent permitted by Texas law, to indemnify and hold harmless the Bank and its officers, directors, and agents (the "**indemnified parties**") from and against any and all claims, damages, losses, liabilities, reasonable costs, or reasonable expenses whatsoever (including attorneys' fees and court costs) which they may incur (or which may be claimed against them by any person or entity whatsoever) by reason of or in connection with (a) any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the information supplied by the Depositor to the Bank or its nominee in connection with the performance of their duties under this Agreement or the related documents, or the omission or alleged omission to state in such information a material fact necessary to make such statements, in the light of circumstances under which they are or were made, not misleading; or (b) the execution and delivery of this Agreement. If any proceeding shall be brought or threatened against any indemnified party by reason of or in connection with the events described in clause (a) or (b), such indemnified party shall promptly notify the Depositor in writing and the Depositor shall assume the defense thereof, including the employment of counsel satisfactory to such indemnified party and the payment of all costs of litigation. Notwithstanding the preceding sentence, such indemnified party shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the employment of such counsel shall have been authorized in writing by the Depositor or (ii) the Depositor, after due notice of the action, shall not have employed counsel to have charge of such defense, in either of

which events the reasonable fees and expenses of counsel for such indemnified party shall be borne by the Depositor. The Depositor shall not be liable for any settlement of any such action effected without its consent. Nothing under this section is intended to limit the Depositor's payment obligations contained elsewhere in this Agreement. This section shall survive the termination of this Agreement.

SECTION 12 BANK POWER OF ATTORNEY

In addition to other rights granted to the Bank pursuant to the terms of this Agreement, the Bank is authorized and empowered in the name of and on behalf of the Depositor to execute any certificates of ownership or other instruments which are or may hereafter be required by any regulations of the United States or any state or political subdivision thereof, so that the Bank may fulfill its obligations hereunder as required in connection with any Securities.

SECTION 13 AMENDMENTS

Except as otherwise provided hereby, the parties may make amendments to this Agreement from time to time, provided that any such amendment shall be reduced to writing; *provided, however*, the Bank may, at any time, in its sole discretion amend any of the provisions of this Agreement upon thirty (30) days' prior written notice to the Depositor.

SECTION 14 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 15 COMPLETENESS OF AGREEMENT

This Agreement, along with a copy of the fee schedule attached hereto as **Exhibit A**, constitutes the full and complete agreement between the Bank and the Depositor, and no other understanding or agreement, whether written or oral shall bind either of the parties hereto. The headings of Sections of this Agreement are for convenience only and have no effect on a party's responsibilities or liabilities.

SECTION 16 GOVERNING LAW

This Agreement shall be governed by the applicable laws of the State of Texas without giving effect to the choice of law principals thereof. This agreement is performable in Bexar County, Texas and venue for all purposes incident to this agreement shall be in Bexar County, Texas. **THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER THE DEPOSITOR OR THE BANK.**

SECTION 17 TERMINATION

This Agreement may be terminated by either the Depositor or the Bank upon at least ten (10) days prior written notice to the other. However, upon request of Depositor, the Bank shall continue to operate as the holder of securities for the Depositor under the terms and conditions of this Agreement for a period of up to sixty (60) days while the Depositor engages another safekeeping entity. The Depositor shall have a period of thirty (30) days from the date of the last and final accounting provided by the Bank to make any objection or claim, and failure to do so within the thirty (30) day period shall be deemed by the parties hereto to constitute accord and satisfaction. As soon as practicable following termination of this Agreement, the Bank shall deliver all Securities to the Depositor in accordance with the Depositor's written instructions.

SECTION 18 NOTICES

Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing and shall be deemed to have been given when personally delivered, when sent by facsimile with receipt confirmed, when delivered by a nationally recognized courier service, or three business days after deposited in the United States mail, first class postage prepaid, return receipt requested. Such notices shall be given to the parties hereto at the following addresses:

If to the Bank:

Frost Bank
P.O. Box 1600
San Antonio, Texas 78296
Attention: Custody Services Department
Facsimile No.: (210) 220 - 5986

If to the Depositor:

Attention: _____
Facsimile No.: _____

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

SECTION 19 MISCELLANEOUS

(a) This Agreement may be executed in any number of counterparts; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(b) Whenever the context hereof shall so require the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

(c) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

[(d) **The Addendum to Safekeeping Agreement attached hereto is incorporated herein and made a part hereof for all purposes.]**

IN WITNESS WHEREOF, the parties thereto executed this Agreement as of the day and year first above-written.

BANK:
FROST BANK

DEPOSITOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
TO
SAFEKEEPING AGREEMENT
Safekeeping Fees

		Effective June 30, 2018	
Account Maintenance	10.00	per Month per Account	
Capital Markets Online	40.00	per Month all services	
Per Item Charges		no charge for basic service	
Fixed Income Book Entry per receipt	0.60		
Equity Book Entry per receipt	1.50		
Physical per receipt	2.00		
Book Entry per \$10,000 of Par at Month End	0.035	per Month	
Physical per \$10,000 of Par at Month End	0.10	per Month	
Receipt Fees			
Security Receipt and Clearance Fees		On-Frost Transactions	Not On-Frost Transactions
FRB non-ABS/MBS	-		20.00
FRB ABS/MBS	-		25.00
Non-FRB non-ABS/MBS	-		30.00
Non-FRB ABS/MBS	-		35.00
Physical Items	-		75.00
	-		
Late Delivery Instructions	-		25.00
Change Delivery Instructions	-		25.00
Transactional Fees			
Interest Payment - credit to acct	1.00		
Principal Payment - credit to acct	8.00		
Called Bond Redemptions - credit to acct	10.00		
Maturities - credit to acct	10.00		
Wire Fee	25.00		
Pledging			
Pledge	6.00		
Release	6.00		
Substitution	12.00		
Registrations and Re-Registrations	35.00		
Physical examination of Securities	25.00	Per Hour	
Reorganizations - Tenders and Exchanges	35.00		
Treasury Auctions	50.00		
Account Verification Statements (free quarterly)	2.50		
Account Research	25.00	Per Hour	
Indirect Inquiries for Lost or Stolen Securities:			
Semi-Annual Charge	25.00		
Inquiry	3.00		
Over the Counter Collections			
Coupons	20.00	per envelope	
Bonds	20.00	per corpus + postage, insurance	
Proxies/Annual Statements	3.00		
Special Handling Charge (manual intervention)	20.00	additional per transaction	



Settlement & Processing Guide

Capital Markets

Effective January 1, 2016

SETTLEMENT		NOTIFICATION DEADLINES	
CASH (Trade day same as settle day), T +1 (Settle day one day after Trade day) Or FREE OF PAYMENT		Instructions must be received no later than <u>11:00 AM on settlement date</u> . Signed trade confirmation or other instructions can be faxed to 210-220-5986 or send a signed pdf of the broker confirm to custodyservices@frostbank.com . Please include account number/name, the Broker's company, and DTC # if applicable. Instructions can also be provided on Safekeeping Online.	
ALL OTHER TRADES (T + 2 OR GREATER)		Instructions must be received no later than <u>11:00 AM on settlement date</u> . Signed trade confirmation or other instructions can be faxed to 210-220-5986 or send a signed pdf of the broker confirm to custodyservices@frostbank.com . Please include account number/name, the Broker's company, and DTC # if applicable. Instructions can also be provided on Safekeeping Online.	
<ul style="list-style-type: none">TRADE INSTRUCTIONS RECEIVED PAST THE NOTIFICATION DEADLINE WILL BE ASSESSED A \$25 CHARGE AND PROCESSED ON A "BEST EFFORTS" BASIS.TRADE INSTRUCTIONS MODIFIED FROM ORIGINAL INSTRUCTIONS OR CANCELLED WILL BE ASSESSED A \$25 CHARGE.SALES OF PLEDGED SECURITIES WITH PLEDGE RELEASE RECEIVED AFTER 11:00 ON SETTLEMENT DAY WILL BE CONSIDERED A LATE TRADE AND BE ASSESSED A \$25 CHARGE AND PROCESSED ON A "BEST EFFORTS" BASIS.			
CATEGORY	FROST DELIVERY INSTRUCTIONS		SECURITY TYPES
FED ELIGIBLE SECURITIES	ABA: 114000093 FROST SA/1020 FAO: NAME/SAFEKEEPING ACCT #		Government Treasury & Agency Issues
DTC ELIGIBLE SECURITIES	DTC #901 AGENT ID #80901 INSTITUTION ID #26056 REF: FROST BANK #096285 **MUST BE INCLUDED FAO: NAME/SAFEKEEPING ACCT #		Municipals Corporate Debt Commercial Paper Equities CDs
PHYSICAL DELIVERY	PLEASE CALL FROST BANK SAFEKEEPING TO DISCUSS SETTLEMENT: 210-220-4138 or 210-220-4769		
Other Instructions			
MUTUAL FUNDS	Call your Frost salesperson no later than <u>3:00 PM</u> or <u>4:00 PM</u> depending on the fund.		
REPURCHASE AGREEMENTS	Call your Frost salesperson no later than <u>1:00 PM</u> to initiate repurchase agreements. Call your Frost salesperson no later than <u>10:00 AM</u> to request changes to TFN repurchase agreements.		
PLEDGES/RELEASES	Can be sent by FAX to 210-220-5986, emailed to custodyseivices@frostbank.com , or entered on Safekeeping Online. Send copy of pledge instructions or signed releases no later than <u>3:00 PM</u> . - OR - Send copy of signed pledgee release no later than 11:00 AM on settlement date for securities being withdrawn from safekeeping free of payment or sold.		
FED WIRE CASH	ABA 114000093 FROST BANK ACCT: ** please verify wire instructions with your Relationship Manager**		
TAX ID	74-0635455		
Definitions			
T	TRADE DATE	DATE THAT BUY/SELL IS ENTERED INTO WITH THE BROKER	
S	SETTLEMENT DATE	DATE THAT SECURITY IS DELIVERED INTO OR OUT OF YOUR SAFEKEEPING ACCOUNT AND PAYMENT IS MADE.	

ATTACHMENT A
SAFEKEEPING AGREEMENT
GOVERNMENTAL ENTITY RIDER

This Agreement is an agreement between the Bank and [Click here to enter name of entity..](#) Accordingly, this Agreement is modified in accordance with the following provisions of this Attachment:

1. **No Indemnity.** Section 11 of the Safekeeping Agreement and any analogous provision of any Service Addendum or any other Bank Agreement, Schedule and Disclosure is hereby modified to remove therefrom any agreement by the Depositor to indemnify the Bank and its affiliates, directors, officers, employees and agents.
2. **Mandamus.** In addition to the other remedies specified in this Agreement, the Bank shall be entitled to a writ of mandamus upon any breach of this Agreement by the Depositor to the extent that is permitted by law.
3. **Representations.** The Depositor represents and warrants that, to the extent required by applicable law (including but not limited to any statute, ordinance or charter), (a) the execution, delivery and performance of this Agreement are in compliance with any competitive bidding requirement and (b) the payment to the Bank of all fees and other expenses properly chargeable to the Depositor under this Agreement have been authorized by all necessary action, including but not limited to the inclusion of such amounts in the approved budget of the Depositor.
4. **Payment Procedure.** If the Depositor is subject to Chapter 113 of the Texas Local Government Code, (a) the Depositor must check the following box (and if the Depositor fails to check such box, this Section shall be of no force or effect); (b) rather than charging a Deposit Account, the Bank shall provide the Depositor with invoices for all fees and other charges due to the Bank pursuant to the terms of this Agreement, and (c) the Depositor directs that such invoices should be sent to the following address and with the following reference (if indicated) for prompt handling and payment:

 Reference: _____

☐ The Depositor certifies that it is subject to Chapter 113 of the Texas Local Government Code.

5. **Execution.** The execution of this Attachment by the Depositor in the space provided below, and the affixing of the Depositor's seal as provided below, shall be the formal execution of this Agreement (including the Safekeeping Agreement and all Service Addenda executed and delivered concurrently herewith). The Depositor agrees that it will execute, seal and deliver all Service Addenda executed after the date hereof in compliance with all applicable law (including

but not limited to statutes, ordinance and charter), and that this Attachment shall be deemed a part of each such subsequent Service Addendum.

IN WITNESS WHEREOF, the Bank and the Depositor have caused this Attachment to be executed by their respective duly authorized representatives.

FROST BANK

By: _____

Name: _____

Title: _____

Enter name of entity

By: _____

Name: [Click here to enter name of signer.](#)

Title: [Click here to enter title.](#)

ATTEST:

Name: _____

Title: _____

(SEAL)



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
April 6, 2023

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to spend up to a total combined amount of \$90,000 on agreements for on-call Building Inspector and Plan Review Services

DATE: April 6, 2023

DEPARTMENT: Building Codes

PRESENTED BY: Katie Schweitzer, P.E., Manager of Engineering Services

INTRODUCTION/BACKGROUND:

The City's Financial Management Policy section VIII.B states, "*The City Manager may execute any contract, including legal settlements, less than \$50,000 provided there is a budget appropriation for such contract.*" Furthermore, Appendix A of the City's Procurement Policy requires City Council approval when a purchase exceeds \$50,000 if the purchase is unbudgeted.

The purpose of this agenda item is to ask for City Council approval for the City Manager to exceed the \$50,000 purchasing authority in order to fund existing 3rd party contracts for on-call building inspector and plan review services beyond budgeted amounts. If approved, existing and projected salary savings will be utilized so a formal budget amendment is not required.

By way of background, the Building Codes department consists of one Building Official, one Building Inspector, and one Administrative Assistant. In lieu of funding additional FTE's, \$22,000 was programmed in the FY 2022-23 Budget to supplement anticipated workloads with 3rd party on-call service contractors. The Texas Government Code exempts services of this nature from the competitive bidding process, so staff negotiated and executed two on-call contracts to supplement inspection services as budgeted.

In December 2022, the City's Building Official submitted his retirement effective January 2, 2023. In mid-January 2023, the City's Building Inspector submitted a two-week resignation notice. Late January, the City Manager entered into a third Building Inspector Services agreement to conduct plan reviews and inspection services. The Agreement was executed under emergency conditions due to:

1. the unfilled vacancy in the Building Official position; and,
2. the new vacancy in the Building Inspector position; and,
3. to continue effective operations in the Building Codes department.

City Council ratified the executed Agreement on February 2, 2023. Utilizing salary savings, an internal departmental budget adjustment of \$20,000 was made for a total budget of \$42,000 (\$22,000 + \$20,000 = 42,000) for building codes on-call services. The City Manager has the authority to make internal departmental adjustments of this nature.

The following provides the on-call service expenses through March 31, 2023:

\$18,762 spent through March 20, 2023

+\$12,925 will be utilized through March 31, 2023 (based on reserved inspections and plan reviews)

Total: \$31,687

With an average weekly on-call service expense of \$4,000, staff anticipates the total cost for on-call inspection services will exceed remaining budgeted funds of \$10,313 ($\$42,000 - \$31,687 = \$10,313$) and the established \$50,000 purchasing authority prior to hiring and onboarding a Building Official or Inspector.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Receiving City Council approval as required by the City's Financial Management Policy.
- By maintaining the on-call services, the City can continue maintaining the general health, safety, and welfare of its citizens in a timely manner.
- No budgetary impact as funding comes from the Building Codes department salary savings.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The Building Codes department salary lines savings will be utilized.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to spend up to a total combined amount of \$90,000 on agreements for on-call Building Inspector and Plan Review Services.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
April 6, 2023

AGENDA TOPIC: Consideration and possible action regarding requirements or expenditures associated with the Local Disaster

DATE: April 6, 2023

DEPARTMENT: Administration

PRESENTED BY: Gregory C. Maxton, Mayor
Tobin E. Maples, AICP, City Manager

INTRODUCTION/BACKGROUND:

As a result of the damaging ice storm in February, leaving behind approximately 35,000 cubic yards of downed tree limbs, Mayor Maxton's submitted a declaration of local disaster to the state on February 17, 2023. At the February 23, 2023, Special City Council meeting Council approved extending the declaration through Resolution 2023-07. Council also approved budgeting \$300,000.00 in unallocated funds towards efforts to remove the debris from city streets while staff determines the best course of action and contracts with the appropriate vendor. As this is a fluid situation which might require prompt, regular City Council direction, this will be a standing agenda item until the situation is resolved.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Routinely presenting this agenda item will allow for timely decision by City Council. This benefits residents by expediting the removal of the debris, potentially lowering overall costs, and minimizing health and safety issues.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

TBD

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

As determined:



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 6, 2023

AGENDA TOPIC: Consideration and possible action on a Concept Plan request from the applicant Urbanist Inc. on behalf of the property owners Brenda Minahan and Mark Minahan for a proposed multi-unit residential community on approximately 19.8 acres zoned Mixed Use Village District (MU). Generally located north-east of the intersection of Dietz Elkhorn Road & Ralph Fair Road

DATE: April 6, 2023

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Katherine Schweitzer, P.E., Manager of Engineering Services
Lata Krishnarao, AICP, LEED ND, Consultant, Ardurra

SUMMARY:

The applicant is proposing a multi-unit rental residential community development (active adult 55+) consisting of one and two bedrooms units, duplexes, and quadplexes. The total number of units proposed is 207 units as per the Concept Plan. As per the Unified Development Code (UDC) Sec. 3.8 (3), a Concept Plan is required to be approved prior to the approval of the Preliminary Plat for this development since it will require off-site roadway, drainage, and utility connections or improvements that will have a substantial impact or effect on other properties or developments.

The subject tract is zoned Mixed Use Village District (MU) and the current UDC allows the entire tract to be developed as multi-family residential use, as proposed.

The 19.8-acre parcel is currently vacant and undeveloped.

A staff report provided at the P & Z meeting is attached.

PLANNING AND ZONING COMMISSION MEETING:

This item was considered by the Planning and Zoning Commission (P & Z) meeting of March 9, 2023.

At the meeting citizens voiced concerns regarding this development with 207 units. Their concerns included the detrimental effect of the increased density on the police department, schools, traffic, "dark skies", Camp Bullis, trees, water, property values, and small community feel. They also expressed their preference for ownership versus rental units.

The P & Z concerns included lack of ownership options, golf cart circulation, connectivity to surroundings; impact of traffic on surrounding streets and uses (including a school); and adequacy of utilities. The P & Z encouraged the applicant to comply with the Comprehensive Plan's vision for the Mixed Use district by incorporating a mix of uses and a "village" design concept.

After hearing concerns from citizens and P & Z members, the applicant requested an extension of time to modify the layout to address the items discussed at the meeting. The P & Z unanimously recommended approval for the extension of time and will consider the revised Concept Plan at a

later meeting. It is expected that the P & Z will make a recommendation to the City Council at that time.

APPROVAL PROCESS:

The Unified Development Code requires the following approvals for this proposed development in the Mixed Use District.

- 1. Approval of a Concept Plan – P & Z recommendation and City Council action
- 2. Approval of a Preliminary Plat in compliance with the Concept Plan – P & Z recommendation and City Council action
- 3. Approval of a Final Plat in compliance with the Concept Plan and Preliminary Plat – P & Z recommendation and City Council action
- 4. Approval of building permits – Staff

LOCATION AND SURROUNDINGS:

The site is generally located north-east of the intersection of Dietz Elkhorn Road and Ralph Fair Road. A summary of the surrounding land uses, and zoning designations can be found in the following table:

Zoning		Land Use
NORTH	Neighborhood Residential	Vacant
SOUTH	Mixed Use Village	Tri-county Meat Market, Brand Liquors, El Poblano Restaurant, Gas Station
WEST	Existing Residential 2	Single Family Residential
EAST	Neighborhood Residential	Vacant

CONFORMANCE WITH COMPREHENSIVE PLAN:

Background:

The City adopted the current Comprehensive Plan in 2018 as part of a mission to strengthen and preserve the City’s character.

Purpose of the Comprehensive Plan:

The purpose of the Comprehensive Plan is to determine community vision, goals, and aspiration regarding community development. This living document is intended to guide City’s land use, policies, and spending priorities for years to come. It addresses how “...thoughtful design can maintain and improve quality of life for the people who live in Fair Oaks Ranch, and how to balance personal freedom with rules for common protection of property values, safety, and the preservation (and enhancement) of the community character.”

As per the Comprehensive Plan – “The Comprehensive Plan will help guide where and how the development happens, and to shape the future growth in ways that will complement and protect the values of the existing community, and serve as a foundational rulebook for the landowners,

developers, surveyors, engineers, and architects and for the City employees who will shepherd them.”

The Comprehensive Plan serves as a guide to frame zoning regulations that regulate all development and land uses.

Process of Adoption of Comprehensive Plan:

The current Comprehensive Plan was created by the citizens of Fair Oaks Ranch and the process spanned over two years (2017-2018). It was led by a steering committee appointed by the City Council who worked with staff and the professional planning team. The citizens and other stakeholders were heard through workshops and City-wide “Town Hall” meetings, as well as numerous smaller meetings, planning exercises, and community surveys. The plan reflected the vision of the community.

Components of the Comprehensive Plan:

The Comprehensive Plan has two components:

- 1. Text - The Comprehensive Plan contains a Future Land Use chapter that includes the descriptions of the various land use classifications, and recommendations on the appropriate land uses, development regulations, design standards, and zoning categories for each of these land use classifications.
- 2. Map - The Future Land Use Map (FLUM) included in the Comprehensive Plan shows suitable locations in the City for the various land use classifications. The FLUM classifications should be used in conjunction with associated text descriptions to assess the types of land uses and development desired for in a particular area.

Comprehensive Plan Recommendations for this Property:

The FLUM (Exhibit C: Future Land Use Map (FLUM) adopted in June 2018 designates this property as Mixed Use Village. The Comprehensive Plan recommends the following standards:

Mixed-Use Village	
Permitted Uses	<ul style="list-style-type: none">Commercial (office, retail, restaurant)Residential (Small Lot Single Family, Cottage, Townhouse, Multifamily, Aging Adult)Auto-oriented site elements are restricted
Lot and Block Standards	<ul style="list-style-type: none">Walkable rectilinear and/or connected blocks
Building Form and Development Standards	<ul style="list-style-type: none">3 stories (max.) 4 stories (max.) allowed within 500’ of Old Fredericksburg Road.Buildings generally placed with pedestrian friendly frontage at the front of lot facing the primary street or open spaceLocation of parking regulated (behind or to the side of the primary building)
Building Design Standards	<ul style="list-style-type: none">Buildings to be oriented towards the primary street with at least one pedestrian entrance on primary streetCompatible with “Hill Country” aesthetic. Generally, masonry or comparable for ground floor facades
Transportation (Street Types)	<ul style="list-style-type: none">State Highway Major ThoroughfareLocal Multimodal StreetNeighborhood StreetAlley

Relevant Excerpts from the Comprehensive Plan:

The MU designation is described as – “... areas within the City of Fair Oaks Ranch where the City encourages a mixture of uses that create pedestrian scaled development at major transportation nodes. The City encourages development in this area to generally conform to a Hill Country design aesthetic, similar to the materials and massing that can be found in downtown commercial districts in communities such as Boerne, Fredericksburg and Comfort. Sites in the MU district are appropriate for direct access to primarily Arterial, Collector streets and Local Connector Streets.”

The Comprehensive Plan identifies undeveloped or underdeveloped tracts in locations that would be appropriate for MU zones to create unique opportunities for higher quality mixed-use developments. In addition to the subject tract, some of the areas designated as such in the City are following intersections:

- Old Fredericksburg Road and Fair Oaks Parkway
- I-10 Frontage and Leslie Pfeiffer
- I-10 Frontage and Fair Oaks Parkway
- Dietz Elkhorn Road and Elkhorn Ridge Road

The Comprehensive Plan also envisions that mixed-use developments in the MU district will:

- Relieve fiscal pressures by encouraging developments with a stronger tax base
- Create stronger, more resilient development in the core focus areas
- Protect adjacent residential areas and other environmentally sensitive areas
- Incorporate a mix of housing types, including aging adult options allowing older residents the option to downsize their home but remain in the community
- Promote walkability, with a mix of retail, restaurants, offices, civic uses, and housing options
- Serve as connections to the trail system and serve as “gateways” that create gravity for higher-quality development throughout the City
- Promote a sense of “community” and “place”

The Comprehensive Plan recommends that - “Typical development that does not consider adjacent neighborhoods, adjacent parcels or align with the broader goals of the City should be discouraged, in favor of higher-quality developments. Projects that are master planned and developed in a cohesive manner often achieve higher returns and hold stronger values than typical centers.”

Applicant’s response:

As per the applicant, the following measures are proposed to meet the vision of the Comprehensive Plan:

1. In addition to the apartment homes and apartment flats, the community will be staffed full time and operated as a commercial (multifamily) business.
2. Landscaping plan will be submitted as required with the permit submittal.
3. Providing a “neighborhood focus” specifically for the residents of the community and their visitors which may include:
 - A 5,000 sf Amenity Center containing:
 - Leasing Offices
 - Clubroom and Multipurpose Areas
 - Great Room and Kitchen

- Full-service Fitness Center
- Mail room
- Pool, landscaped Pool Deck, and lounge and outdoor dining seating
- Outdoor Kitchen
- Pickleball Courts
- Pocket Parks throughout the community
- Dog Park
- Community Plaza with benches under the existing (saved) Heritage trees, grassy play areas, landscaped edges and showcases, trellises, and a central plaza area for events like group resident activities and family gatherings.

Findings:

- The proposed development is not consistent with the recommendations of the Comprehensive Plan that envisions a mixed use development consisting of retail, restaurants, offices, and civic uses. The proposal is for a rental residential only community comprising of one and two bedrooms units, duplexes, and quadplexes.
- The applicant has not submitted specific site plans that show the proposed landscaping with details, buffers, and building design.
- It is not clear how the images of the proposed buildings relate to the types of the residential and where they are located on the site plan.

CONFORMANCE WITH THE UNIFIED DEVELOPMENT CODE:

The property is currently zoned as MU. As per the UDC, MU zoning encourages a mixture of uses that create pedestrian scaled development at major nodes in the City that generally conform to a Hill Country Design aesthetic.

The Concept Plan provided by the applicant does not propose a mixture of uses as it includes only residential uses such as one bedroom and two bedrooms units, duplexes, and quadplexes. However, these uses are permitted by right in MU Zone as per the UDC use table. As currently written, the MU district does not contain any restriction on the distribution of uses or ratios. The property can be used for any single use or multiple uses permitted in that zone. (See attached Use Table).

Applicant's response:

As per the applicant, the intent of the proposed community is to create a vibrant, pedestrian-friendly community that conforms to a Hill Country aesthetic as recommended by the UDC. The Concept Plan, imagery examples, and the response letter February 15, 2023 indicate that the applicant will conform to the UDC requirements including the design principles required by UDC Sec. 7.4. The applicant has indicated the proposed development will:

- Create a pedestrian oriented public and private realm
- Meet the design compatibility requirements through the use of variations in building elements
- Strengthens Fair Oak Ranch's desire for the Hill Country aesthetic
- Use architectural details to create interest
- Incorporate open spaces (Community Plaza, Amenity decks, Dog Park, and Heritage tree parks) into the fabric of the development

- Create designs that increase the quality, adaptability and sustainability of Fair Oak Ranch's building stock.

As per the applicant, the proposal includes:

- A series of street facing 2-story buildings (labeled A & B in the site plan) with pedestrian entrances facing Ralph Fair Road. It is indicated that direct pedestrian access to the public sidewalk on Ralph Fair Road can occur at each of these buildings if required. Central pedestrian access is shown adjacent to the Amenity Center and the Community Plaza.
- Multiple areas where heritage and small trees being retained within resident parks. Placement of single story residential with conforming to residential transition standards along north, east, and south property lines. Parks, detention, and tree save areas are also designed along these property lines. As per the response letter and example imagery, the applicant has indicated to conform to the UDC recommendation regarding the building form and design.

Findings:

- Use - The proposed residential uses are permitted in the MU District.
- Mix of uses – The proposed development does not include other non-residential uses as per the intent of the MU District in the UDC.
- Concept Plan details- The submittal does not include any specific details of the proposed building design as required by the UDC. The concept imagery provided does not clarify how the images of the proposed buildings relate to the types of the residential units and where they are located on the site plan.
- The landscaping plan provided does not match the revised Concept Plan. An updated landscaping plan with details of the landscaping elements is required to confirm if the proposed development will meet the UDC requirements.

CONFORMANCE WITH THE CHARACTER OF THE AREA:

Existing character:

The adjacent properties on the north and east are zoned Neighborhood Residential which permits one-acre single family uses. Currently these areas are vacant and undeveloped. The area on the west is zoned Existing Residential 2 and consists of existing single-family residences.

Applicant's response:

The setbacks that abut residential zones on the north and east are ten-foot wide, the minimum setbacks required by the UDC for mixed use developments.

As per the applicant, buildings along the north, east, and south will be single story residential and will comply with the residential standards required by the UDC. A six foot high fence, landscaping, several parks, detention, and tree save areas are also proposed along these property lines. Additionally, building in the transition area will not exceed a height of 30 feet.

Findings:

- Setbacks required for residential developments are typically a minimum of 20' in the rear. The proposed 10' setback for units along the property line may adversely affect the proposed residential units as well as the future single-family neighborhoods.
- The traffic generated by the proposed use may have an adverse impact on circulation and safety on surroundings due to inadequate capacity, street continuity, and linkages. This

will need to be properly reviewed with a Traffic Impact Analysis report.

CONFORMANCE WITH THE AVAILABILITY OF UTILITIES:

Location of utilities:

City water and sewer is not available in the immediate vicinity of the subject property. The applicant will need to put in water and sewer main connections as well as up size a portion for the sewer system.

Capacity: The adequacy of water and sewer utilities and the City's infrastructure, including roadway and storm drainage facilities, will need to be reevaluated to ensure adequacy for the proposed development, due to the higher intensity of the proposed use.

Applicant's proposal:

The applicant is proposing water and sewer extensions from the Arbors subdivision, located to the north of the subject property.

Findings:

- This property is within water and wastewater certificates of convenience and necessity (CCN) for the City of Fair Oaks Ranch and therefore the City of Fair Oaks Ranch is obligated to provide these services to the property.
- A study for water and wastewater will be needed to verify existing infrastructure is adequate for the proposed use. Any inadequacies will need to be upgraded at the expense of the developer.

CONFORMANCE WITH THE TRANSPORTATION MAP:

The traffic generated by the proposed development will impact City roads. The site is directly accessed by Dietz Elkhorn Road. Fair Oaks Parkway and Dietz Elkhorn Road provide connections from I-10 to the proposed development.

- Fair Oaks Parkway is a Collector Road. Currently it is a two-lane road. The typical right of way width required is 83'. No significant expansion is contemplated for this road. Improvements may be needed to adequately support a mixed-use development. A Traffic Impact Analysis (TIA) will be required to determine the extent of improvements.
- Dietz Elkhorn Road is a Collector Road. Currently it is a two-lane road. The typical right of way width is 83'. No expansion is recommended for this road; however, improvements may be needed to adequately support a mixed use development. A Traffic Impact Analysis (TIA) will be required to determine the extent of improvements.

Applicant's proposal:

The applicant has provided a preliminary traffic analysis and is proposing a detailed Traffic Impact Analysis (TIA). As per the applicant, a right-hand deceleration lane for northbound traffic on Ralph Fair Road is proposed. Secondary access will be limited to residents exiting and emergency only. This will need to be coordinated with TXDOT as FM3351 is a TXDOT road.

Findings:

- City's roadway infrastructure may not be suitable and adequate for the proposed development. Further study with a Traffic Impact Analysis (TIA) is needed.

STAFF ANALYSIS:

Based on the review of the application and supporting documents, UDC, Comprehensive Plan, and other applicable City standards, the staff's observations are as follows:

1. The proposed use is allowed by the UDC, but the proposed development with only residential uses does not meet the intent of the Mixed Use district, as described in the Comprehensive Plan or the UDC.
2. The submittal does not include any plans or specific details showing conformance to the building design standards and landscaping standards required by the UDC. This information is required to confirm if the proposed development will meet the UDC requirements and the intent of the Comprehensive Plan.
3. The proposed development may have a significant impact on public infrastructure such as roads, water, sewer, and drainage systems.
4. The proposed development may have a significant impact on public services such as police and fire protection.
5. Street improvements will be needed to alleviate congestion due to the development. Further study is needed for the extent of improvements needed.
6. Staff review comments (All materials received by February 15, 2023):
 - i. A revised landscaping plan that matches the revised layout (addition of new parking spaces near parks 4, 6, 9, 10, 13, 14 etc.) are not found in the resubmittal. These parking spaces appear to be a part of the areas shown as parks in the previous submittal. This may also affect the area of landscaping.
 - ii. Some fields in the Universal Application form are blank (e.g. contact name, address etc. in the Property owner Information section).

CRITERIA FOR REVIEW:

As per UDC, the Concept Plan needs to be reviewed for:

- a. Compliance with the Comprehensive Plan, UDC, and any additional adopted plans (e.g., Water, Wastewater, and Reuse Master Plan; Master Drainage Plan).
- b. Compatibility of land uses, and
- c. Coordination of improvements within and among individual parcels of land or phases of development.

Concept Plans will be reviewed by the Planning and Zoning and the recommendation will be forwarded to City Council for review and final action.

POLICY ANALYSIS:

The City of Fair Oaks Ranch's current process requires the P & Z to consider the Concept Plan application and make a recommendation to the City Council. The City Council has the final authority to act on the Concept Plan.

LEGAL ANALYSIS:

Sec. 212.009 (b-2) of the Texas Local Government Code sets the following guidelines for approval of a plan.

Sec. 212.009. APPROVAL PROCEDURE: INITIAL APPROVAL.

(a) The municipal authority responsible for approving plats shall approve, approve with conditions, or disapprove a plan or plat within 30 days after the date the plan or plat is filed. A plan or plat is approved by the municipal authority unless it is disapproved within that period and in accordance with Section 212.0091.

(b) If an ordinance requires that a plan or plat be approved by the governing body of the municipality in addition to the planning commission, the governing body shall approve, approve with conditions, or disapprove the plan or plat within 30 days after the date the plan or plat is approved by the planning commission or is approved by the inaction of the commission. A plan or plat is approved by the governing body unless it is disapproved within that period and in accordance with Section 212.0091.

Additionally, the code allows for extension of time as follows:

(b-2) Notwithstanding Subsection (a) or (b), the parties may extend the 30-day period described by those subsections for a period not to exceed 30 days if:

(1) the applicant requests the extension in writing to the municipal authority responsible for approving plats or the governing body of the municipality, as applicable; and

(2) the municipal authority or governing body, as applicable, approves the extension request.

RECOMMENDED MOTION/ PROPOSED MOTION:

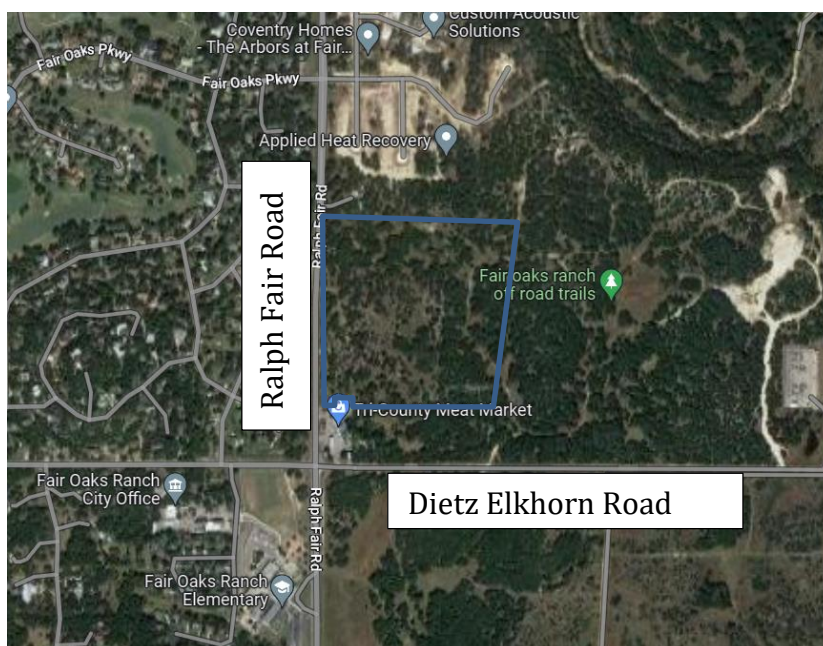
Staff recommends approval of the extension of time to provide the applicant with the opportunity to address the items discussed at the P & Z meeting. In addition to the concerns raised by P & Z, the staff has several review comments that have not been addressed.

Motion: I move to approve the extension of time request from the applicant Urbanist Inc. on behalf of the property owners Brenda Minahan and Mark Minahan for a proposed multi-unit residential community on approximately 19.8 acres zoned Mixed Use Village District (MU).

If Council is not interested in approval of the extension of time, staff recommends that the applicant's letter and supporting documents dated February 15, 2023, and additional details regarding landscaping, buffers, and building design be added as conditions of approval if the City Council decides to approve this Concept Plan request.

Motion: I move to approve the Concept Plan request from the applicant Urbanist Inc. on behalf of the property owners Brenda Minahan and Mark Minahan for a proposed multi-unit residential community on approximately 19.8 acres zoned Mixed Use Village District (MU), with conditions. (List conditions, if any)

Exhibit A: Aerial Map and Existing Site Conditions



Source: Google

Exhibit B: Current Zoning Map

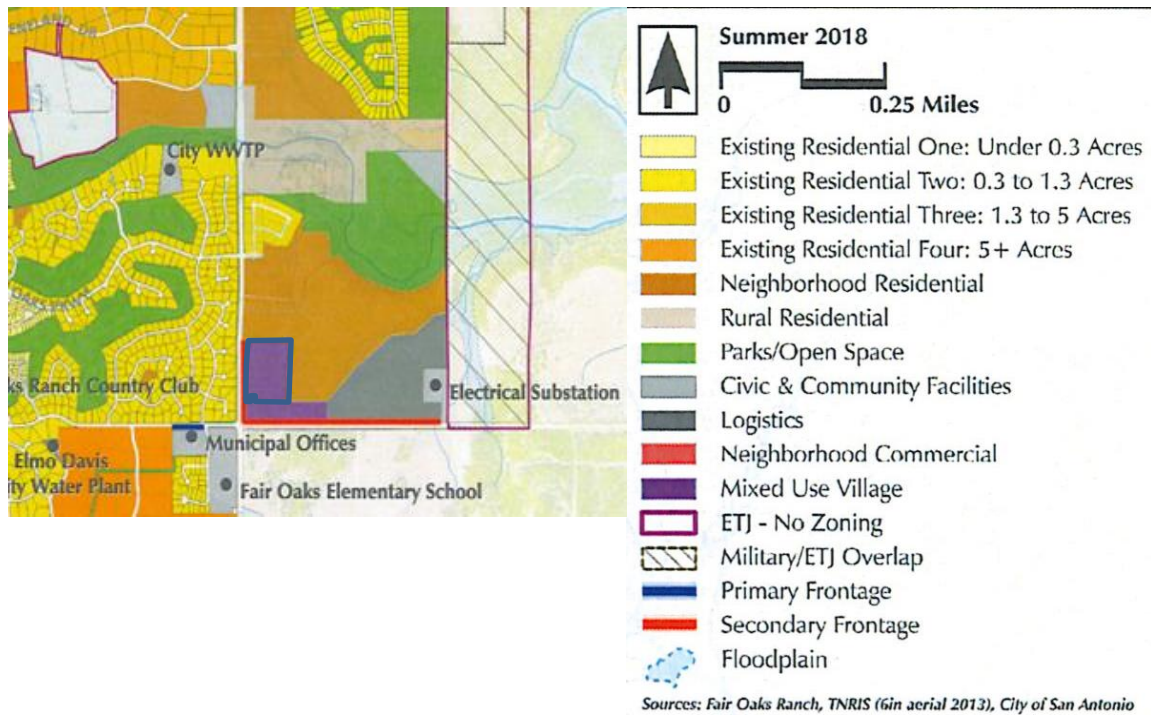
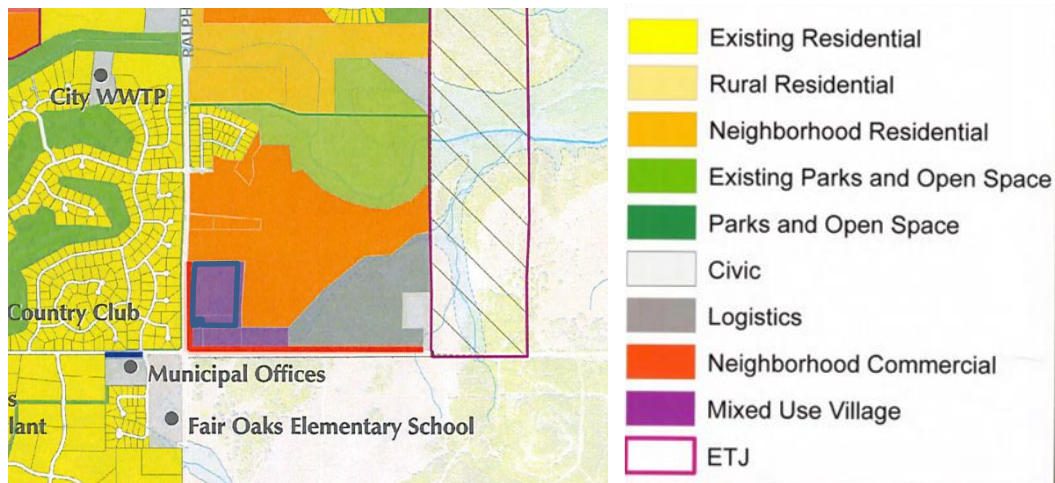


Exhibit C: Future Land Use Map (FLUM)



Attachments:

1. Universal Application
2. S9 Concept Plan Application Form
3. Supporting Documents Provided by the Applicant
4. Use Table
5. Concept Plan Extension Request



7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

PH: (210) 698-0900.FAX: (210) 698-3565. bcodes@fairoaksranchtx.org www.fairoaksranchtx.org**UNIVERSAL APPLICATION (FORM UA)**

All applications must be submitted with:

(1) A complete **Universal Application** form (2 pages), and(2) A complete **Specific Application Form** with all materials listed in the checklist for the specific application.

The City staff is available to assist you in person at City Hall or over the phone at (210) 698-0900.

DEVELOPMENT INFORMATION

Project Name/Address/Location: **BOTANICA FAIR OAKS** Acreage: **19.799**
 Brief Description of Project: **LUXURY BUILD TO RENT COMMUNITY**
 Is property platted? ☒ No ☐ Yes Subdivision name: **TBD (PLATTING)** No. of Lots: **N/A**
 Recordation #: **TBD (PLATTING)** Parcel(s) Tax ID#: **PROP ID - 1049681 (BEXAR CO.)**
 Existing Use: **RANGE NATIVE PASTURE** Proposed Use: **MULTI-UNIT RESIDENTIAL COMMUNITY**
 Current Zoning: **MIXED USE VILLAGE** Proposed Zoning: **NO CHANGE**
 Occupancy Type: **R-2** Sq. Ft: **1,048** Bed #: **1 & 2** Bath #: **1 & 2** Car Garage #: **2**
 Water System ☐ Well ☒ Public Flood Zone: ☐ Yes ☒ No Sewer System: ☐ Septic ☒ Public

PROPERTY OWNER INFORMATION

Owner: **Mark & Brenda Minahan** Contact Name:
 Address: City/State/ZIP:
 Phone: Email:

APPLICANT INFORMATION

Applicant/Developer: **Urbanist Inc.** Contact Name: **Jonathan Bursey**
 Address: **5851 San Felipe, Suite 230** City/State/ZIP: **Houston, TX 77057**
 Phone: **310.871.9027** Email: **jon@urbanistusa.com**

KEY CONTACT INFORMATION

Name of the Individual: **Sean York, Development Mgr.** Contact Name:
 Address: City/State/ZIP:
 Phone: **832.250.3203** E-mail: **syork@reddcoredevco.com**

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)

Jonathan Bursey, Urbanist, Inc.

Signature:  Date: 2/1/2023

(Signed letter of authorization required if the application is signed by someone other than the property owner)

ATTACHED

*****OFFICE USE ONLY*****

DATE REC'D: 2/27/2023 BY: KGS
 FEES PAID: \$100 (already paid) APPROVED BY: _____
 DATE APPROVED: _____
 APPLICATION/PERMIT NO: _____ EXP DATE: _____

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

SPECIFIC APPLICATION FORM (S1-S39). Please check the appropriate type below:**Land Use Policy Related**

(Section 3.9 of the UDC)

- ☐ Annexation* - Form S1
- ☐ Comprehensive Plan Amendment (Text)
- ☐ Unified Development Code (UDC) Text Amendment
- ☐ Rezoning/ FLUM amendment* - Form S2
- ☐ Special Use Permit* - Form S3
- ☐ Planned Unit Development (PUD)* - Form S4
- ☐ Development Agreement
- ☐ Conservation Development Alternative* (CDA) (Section 4.8) - Form S5

Subdivision and Property Development Related

(Section 3.8 of the UDC)

- ☐ Amending Plat* - Form S6
- ☐ Minor Plat* - Form S7
- ☐ Development Plat* - Form S8
- ☒ Concept Plan** - Form S9
- ☐ Preliminary Plat* - Form S10
- ☐ Final Plat* - Form S11
- ☐ Replat* - Form S12
- ☐ Construction Plans* - Form S13
- ☐ Vacating Plat
- ☐ Plat Extension

Site Development Related

(Section 3.9 of the UDC)

- ☐ Vested Rights Verification Letter
- ☐ Zoning Verification Letter
- ☐ Written Interpretation of the UDC
- ☐ Temporary Use Permit* - Form S14
- ☐ Special Exception* - Form S15
- ☐ Site Development Permit* (Site Plan Review) - Form S16
- ☐ Floodplain Development Permit* - Form S17
- ☐ Stormwater Permit* - Form S18
- ☐ Certificate of Design Compliance* - Form S19
- Appeal of an Administrative Decision
- ☐ Zoning ☐ Others
- Variance
- ☐ Policy ☐ Judicial* - Form S20
- ☐ Sign Special Exception/Appeal to an Administrative Decision
- ☐ Administrative Exception
- ☐ Permit for Repair of Non-Conforming Use/Building
- ☐ Letter of Regulatory Compliance
- ☐ On-Site Sewage Facility Permit (OSSF)
- ☐ Certificate of Occupancy (CO)* - Form S21
- ☐ Relief from Signage Regulations
- ☐ Group Living Operation License* - Form S22
- ☐ Grading/Clearance Permit - Form S23

Building Permits Related**Commercial**

- ☐ New/Remodel/Addition* - Form S24
- ☐ Fence* - Form S25
- ☐ Miscellaneous* - Form S26

Residential

- ☐ New Home* - Form S27
- ☐ Remodel/Addition* - Form S28
- ☐ Detached Buildings* - Form S29

Others

- ☐ Solar* - Form S30
- ☐ Swimming Pool* - Form S31
- ☐ Demolition, Drive or Move
- ☐ New Lawn/Water* - Form S32
- ☐ Backflow Device/Irrigation Systems - Form S33
- ☐ Sign* (Permanent) - Form S34 A
- ☐ Sign* (Temporary) - Form S34 B
- ☐ Appeal of Denial of Sign Permit
- ☐ Master/ Common Signage Plan* - Form S35
- ☐ Water Heater or Water Softener* - Form S36
- ☐ Right-of-Way Construction* - Form S37
- ☐ Flatwork* - Form S38

Inspections

- ☐ Mechanical ☐ Electrical
- ☐ Plumbing ☐ Building
- ☐ Others _____

Water- Wastewater Service

- ☐ Connect/ Disconnect Form* - Form S39

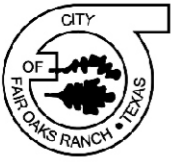
*These types of applications require additional information as listed in the Specific Application Form. Refer to **Appendix B** of the Administrative Procedures Manual for more information.

** The Concept Plan is required for PUD and CDA, and for Rezoning if included in a previously approved Concept Plan.

Application Checklist for all Applications

- ☒ Universal Application Form (Form UA).
- ☒ Items listed in the checklist for the Specific Application Form (Form S#) ¹. (Please make sure the boxes are checked)
- ☒ Application Processing Fees and other application fees. **APPLICATION FEE WIRED TO CITY**
- ☒ Letter of intent explaining the request in detail and reason for the request.
- ☒ Signed Letter of Authorization required if the application is signed by someone other than the property owner.
- ☒ Site plan and shapefile drawings (if applicable) for the property
- ☒ Location map clearly indicating the site in relation to adjacent streets and other landmarks
- ☒ One (1) copy of proof of ownership (recorded property deed or current year tax statements) **INCLUDED W/TITLE COMMITMENT & TAX RECORD ATTACHED**
- ☒ One (1) USB drive containing the general required documents in Adobe PDF format (if required) **ITEMS PROVIDED VIA E-MAIL**

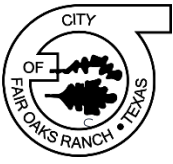
¹For items that are duplicated in the specific type of application, only one copy is required.

**S9****SPECIFIC APPLICATION FORM - CONCEPT PLAN**

Section 3.8 (3) of the Unified Development Code

The following steps must be completed and the following items must be submitted for the application to be deemed complete and processed:

- ☒ Pre-Application Conference prior to application submittal.
- ☒ A completed Universal Application and checklist signed by the owner/s of the property.
- ☒ Title report.
- ☒ Payment of all other applicable fees (see Schedule of Fees). **APP. FEE WIRED TO CITY**
- ☒ 8½ x 11 copy of the legal description (metes and bounds) of the area. If the property is platted, a copy of the plat should be provided.
- ☒ Location/vicinity map showing the location, boundaries of the proposed development, adjacent subdivisions, and the streets in the vicinity of the site. Indicate scale or not to scale (NTS) and provide north arrow. **PROVIDED ON ALL CIVIL PLANS**
- ☒ Conceptual plans in conformance with the Unified Development Code (UDC) and Comprehensive Plan showing the following:
 - ☒ General topographic conditions, floodplains, watercourses, recharge zones, geological features, protected areas, and any other significant environmental features that may affect the site.
 - ☒ General layout of proposed buildings, the forms and densities proposed, cultural and recreational facilities, and amenities, if applicable.
 - ☒ Total acreage of the site, areas of residential and non-residential development proposed, the number of acres proposed to be dedicated as community open space, and area of impervious cover.
 - ☒ Total number of residential dwelling units of each type proposed, and the approximate gross square footage of each type of non-residential development proposed.
 - ☒ General layout of pathways, driveways and streets in the subdivision, and any on-site or off-site traffic improvements proposed.
- ☒ Conceptual plan for the provision of water and waste water.
- ☒ Conceptual drainage plan.
- ☒ Conceptual tree protection plan.
- ☐ Phasing plan, if applicable. **NOT APPLICABLE**
- ☒ Evidence or proof that all taxes and obligations have been paid for the subject property.



7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

PH: (210) 698-0900 FAX: (210) 698-3565 bcodes@fairoaksranchtx.org www.fairoaksranchtx.org

- ☒ Electronic copies of the required exhibits in "PDF" format and shapefile for property boundary where applicable in a USB flash drive or via email.

Urbanist, Inc
5851 San Felipe, Suite 230
Houston, TX 77057

urbanist.

February 1, 2023

Katherine Schweitzer, PE
Manager of Engineering Services
City of Fair Oaks Ranch
7286 Dietz-Elkhorn
Fair Oaks Ranch, Texas 78015

Re: Botanica Fair Oaks – Luxury Build-to-Rent Concept Plan Submission

Dear Ms. Schweitzer,

This submittal is to submit the Concept Site Plan for the proposed Botanica Fair Oaks community, to be developed on one land parcel in its entirety of approximately 19.799 acres of undeveloped land located on Ralph Fair Road (the "**Project**").

The Project will consist of single-story 1 & 2 bedroom units and two-story duplex and fourplexes with 2 bedroom units. The total unit count is 210 units with a 5,480 SF amenity center and over 135,000 SF of park/commons area.

Sincerely,



Jonathan Bursey

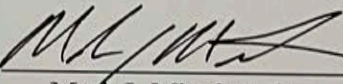
Managing Director and General Partner of
UGro-P6 Botanica Fair Oaks, LLC

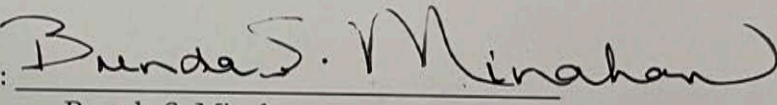
Letter of Authorization

The undersigned, being the owner (the "**Owner**") of approximately 19.799 acres of undeveloped land located on Ralph Fair Road in San Antonio, Texas (the "**Property**"), does hereby authorize Jonathan Bursey to submit a Concept Plan to the City of Fair Oaks for a proposed development provisionally named Botanica Fair Oaks, a multi-unit residential community.

The Owner understands that this Concept Plan is, as the name suggests, for now only a concept. The purpose of the Concept Plan is for the City of Fair Oaks to officially assess the merits and viability of the proposed development and provide feedback and comments. The Owner understands that an approval of a Concept Plan does not cause any change the Property nor provide any rights to change the Property such as a building permit or a replat approval.

Owner

By: 
Mark J. Minahan Sr

By: 
Brenda S. Minahan

Date Signed: 1/30/2023

Payment Summary

Status**Bank Received****Entry Method**

Freeform

Entered on

02/01/2023 02:27 PM

Last Approved On

02/01/2023 02:28 PM

Extracted date/Released on

02/01/2023 02:28 PM

BankReceived on

02/01/2023 02:28 PM

First Confirmation Number

230201012096

Originator Information

Account Number UGRO P6 Botanica Fair Oaks LLC - XXXX1801 - CMATX - Comerica Texas**Internal Comment** Botanica Fair Oaks Concept Plan

Beneficiary Information

Name City of Fair Oaks Ranch**Country** UNITED STATES**Account Number**

310101524

Bank Code Type ABA**Bank Entry Method** Bank Code Look-up**Bank** 114000093

FROST BANK

SAN ANTONIO, TX

US

Date & Amount**Value Date**

02/01/2023

Charges Shared**Credit Amount** 100.00 USD

Additional Information



METES AND BOUNDS DESCRIPTION FOR

A 19.799 acre, or 862,452 square feet more or less, tract of land comprised of all of the 3.5 acre tract described in instrument to Mark J. and Brenda Minahan recorded in Volume 16788, Page 898 in the Official Public Records of Bexar County, Texas, and all of the 16.288 acre tract described in instrument to Mark J. and Brenda Minahan recorded in Volume 14756, Page 2229 in said Official Public Records, in the Maria De La Luz Guerra Survey No. 172, Abstract No. 257, County Block 4741, in the City of Fair Oaks Ranch, Bexar County, Texas. Said 19.799 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

- BEGINNING:** At a found ½" iron rod on the east right-of-way line of Ralph Fair Road (F.M. 3351), a variable width public right-of-way, at the southwest corner of said 3.5 acre tract and the most westerly northwest corner of the 0.321 acre tract described in Volume 9133, Page 1068 in said Official Public Records;
- THENCE:** N 00°11'48" W, along and with the east right-of-way line of said Ralph Fair Road and a west line of said 3.5 acre tract, at a distance of 170.87 feet passing a found iron rod with cap marked "ACES", at the northwest corner of said 3.5 acre tract and the southwest corner of said 16.288 acre tract, continuing along and with the east right-of-way line of said Ralph Fair Road and the west line of said 16.288 acre tract, a total distance of 705.48 feet to a found mag nail;
- THENCE:** Northeasterly, continuing along and with the east right-of-way line of said Ralph Fair Road and the west line of said 16.288 acre tract, along a tangent curve to the right, said curve having a radius of 5679.58 feet, a central angle of 02°54'18", a chord bearing and distance of N 01°15'21" E, 287.93 feet, for an arc length of 287.96 feet to a point, at the northwest corner of said 16.288 acre tract and the southwest corner of the 159.74 acre tract described in Volume 18763, Page 4 in said Official Public Records, from which a found ½" iron rod bears N 89°55'08" W, a distance of 0.62 feet;
- THENCE:** S 89°55'08" E, departing the east right-of-way line of said Ralph Fair Road, along and with the north line of said 16.288 acre tract and a south line of said 159.74 acre tract, a distance of 888.44 feet to a found ½" iron rod, at the northeast corner of said 16.288 acre tract and an angle point of said 159.74 acre tract;

Job No.:9110-21

16.299 Acres

Page 2 of 2

THENCE: S 03°59'17" W, along and with the east line of said 16.288 acre tract and a west line of said 159.74 acre tract, at a distance of 821.38 feet passing a found iron rod with cap marked "Pfeiffer", at the southeast corner of said 16.288 acre tract and the northeast corner of said 3.5 acre tract, continuing along and with an east line of said 3.5 acre tract and a west line of said 159.74 acre tract, a total distance of 1022.60 feet to a found ½" iron rod, at the southeast corner of said 3.5 acre tract, an angle point of said 159.74 acre tract and the northeast corner of the 4.939 acre tract described in Volume 4846, Page 1787 in said Official Public Records;

THENCE: S 89°50'53" W, along and with a south line of said 3.5 acre tract and the north line of said 4.939 acre tract, a distance of 588.07 feet to a found iron rod with cap marked "Reaves", at an angle point of said 3.5 acre tract, the northwest corner of said 4.939 acre tract, the northeast corner of Lot 1, Block 1, RFR Subdivision recorded in Volume 9532, Page 203 in the Deed and Plat Records of Bexar County, Texas, and the southeast corner of said 0.321 acre tract;

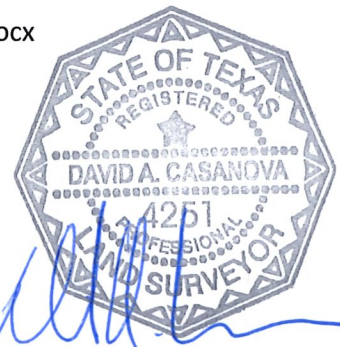
THENCE: N 00°00'27" E, along and with a west line of said 3.5 acre tract and the east line of said 0.321 acre tract, a distance of 100.00 feet to a found iron rod with cap marked "Pfeiffer", at an angle point of said 3.5 acre tract and the northeast corner of said 0.321 acre tract;

THENCE: S 89°48'39" W, along and with a south line of said 3.5 acre tract and a north line of said 0.321 acre tract, a distance of 100.00 feet to a found ½" iron rod, at an angle point of said 3.5 acre tract and most northerly northwest corner of said 0.321 acre tract;

THENCE: S 00°00'27" W, along and with an east line of said 3.5 acre tract and a west line of said 0.321 acre tract, a distance of 70.00 feet to a found iron rod with cap marked "Pfeiffer";

THENCE: S 89°58'12" W, along and with a south line of said 3.5 acre tract and a north line of said 0.321 acre tract, a distance of 133.14 feet to the POINT OF BEGINNING and containing 19.799 acres in the City of Fair Oaks Ranch, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9110-21 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 23, 2021
JOB NO. 9110-21
DOC. ID. N:\Survey21\21-9100\9110-21\Word\9110-21 FN 19.799 AC.docx



NOTES:

- 1) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 2) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.

TABLE A ITEMS

- 1) 1/2" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET AT SUBJECT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE SUBJECT PROPERTY'S ADDRESS HAS NOT BEEN ASSIGNED.
- 3) THE SUBJECT PROPERTY IS WITHIN THE FOLLOWING FLOOD ZONE(S) AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP NUMBER 4802900105F, DATED SEPTEMBER 29, 2010 FOR BEXAR COUNTY, TEXAS AND INCORPORATED AREAS. THIS DATA IS AVAILABLE ON THE WEBSITE WWW.MSC.FEMA.GOV ZONE X (UNSHADED), DEFINED AS: "OTHER AREAS; AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN."
- 4) GROSS LAND AREA IS 19.799 ACRES OR 862,452 SQUARE FEET (MORE OR LESS).
- 5) FLOOD LIMIT LINES DO NOT REPRESENT THAT THE PROPERTY WILL OR WILL NOT FLOOD. SUCH LINES AND AREAS ARE FROM SAID FEDERAL EMERGENCY MANAGEMENT AGENCY DATA SOURCES AND ARE STATISTICAL ONLY. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF SAID DATA.
- 6) SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN ON THE SURVEY.
- 7) THE SUBJECT TRACT HAS ZERO (0) PARKING SPACES.

LINE LEGEND

- X — X — BARBED WIRE FENCE
 — O — O — CHAIN LINK FENCE
 — O — O — WROUGHT IRON/ORNAMENTAL FENCE

DEED/PLAT REFERENCE

- D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
 D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 D.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

SYMBOL LEGEND

- CBX COMMUNICATION JUNCTION BOX
 CMP CORRUGATED METAL PIPE
 ET ELECTRIC TRANSFORMER
 GATE
 RCP REINFORCED CONCRETE PIPE
 SET 1/2" I.R. (PD)
 FOUND MONUMENT

LEGEND

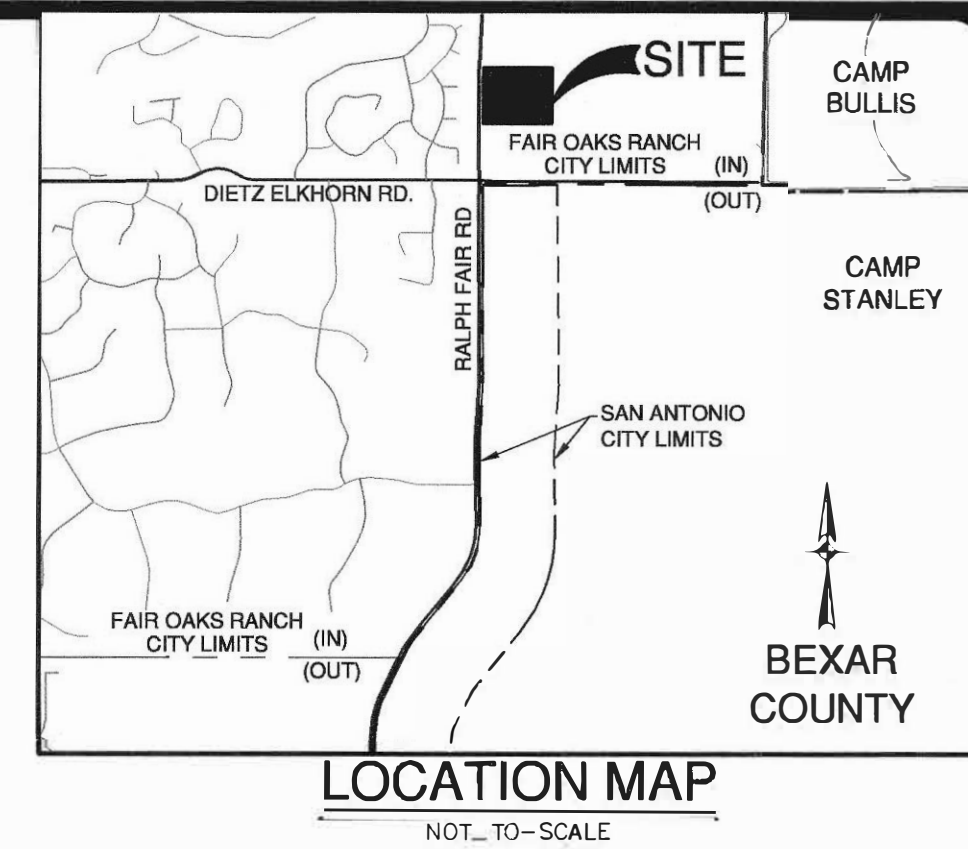
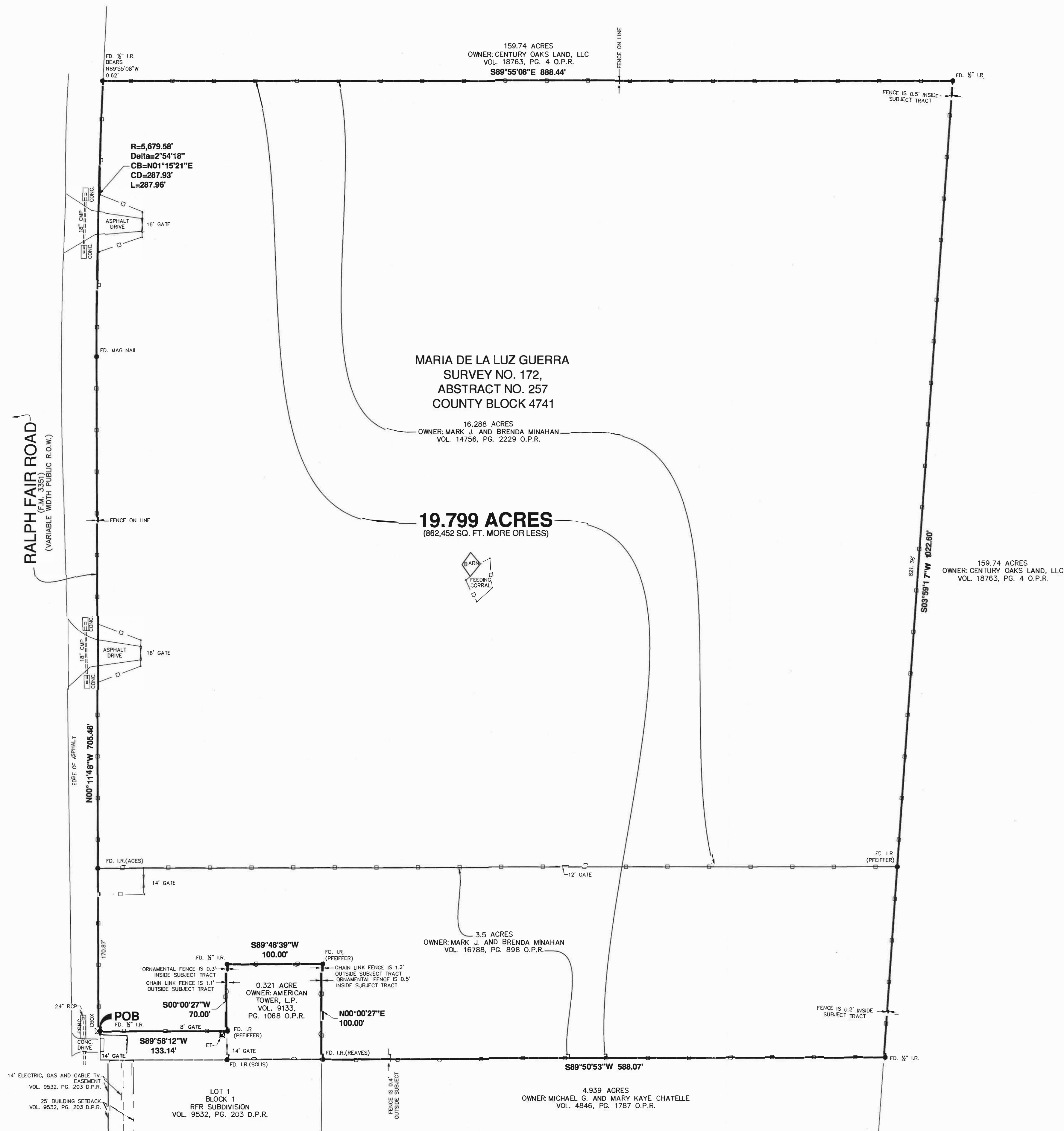
- CONC. CONCRETE
 FD. FOUND
 I.R. IRON ROD

REFERENCES:
 THIS SURVEY WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, THE TITLE COMMITMENT LISTED BELOW.

TITLE COMMITMENT: G.F. # SOT-48-4300112105188-08
 CHICAGO TITLE INSURANCE COMPANY
 DATE ISSUED: MAY 27, 2021
 EFFECTIVE DATE: MAY 21, 2021

ONLY THOSE MATTERS IDENTIFIED IN THE TITLE COMMITMENT AND THOSE THAT THE SURVEYOR WAS AWARE OF AT THE TIME OF THIS SURVEY ARE SHOWN.

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:
 VOLUME 9133, PAGE 1073, REAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS (APPLIES)



METES AND BOUNDS DESCRIPTION FOR

A 19.799 acre, or 862,452 square feet more or less, tract of land comprised of all of the 3.5 acre tract described in instrument to Mark J. and Brenda Minahan recorded in Volume 16788, Page 898 in the Official Public Records of Bexar County, Texas, and all of the 16.288 acre tract described in instrument to Mark J. and Brenda Minahan recorded in Volume 14756, Page 2229 in said Official Public Records, in the Maria De La Luz Guerra Survey No. 172, Abstract No. 257, County block 4741, in the City of Fair Oaks Ranch, Bexar County, Texas. Said 19.799 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found 1/2" iron rod on the east right-of-way line of Ralph Fair Road (F.M. 3351), a variable width public right-of-way, at the southwest corner of said 3.5 acre tract and the most westerly northwest corner of the 0.321 acre tract described in Volume 9133, Page 1068 in said Official Public Records;

THENCE: N 00°11'48" W, along and with the east right-of-way line of said Ralph Fair Road and a west line of said 3.5 acre tract, at a distance of 170.87 feet passing a found iron rod with cap marked "ACES", at the northwest corner of said 3.5 acre tract and the southwest corner of said 16.288 acre tract, continuing along and with the east right-of-way line of said Ralph Fair Road and the west line of said 16.288 acre tract, a total distance of 705.48 feet to a found mag nail;

THENCE: Northeasterly, continuing along and with the east right-of-way line of said Ralph Fair Road and the west line of said 16.288 acre tract, along a tangent curve to the right, said curve having a radius of 5679.58 feet, a central angle of 02°54'18", a chord bearing and distance of N 01°15'31" E, 287.93 feet, for an arc length of 287.96 feet to a point, at the northwest corner of said 16.288 acre tract and the southwest corner of the 159.74 acre tract described in Volume 18763, Page 4 in said Official Public Records, from which a found 1/4" iron rod bears N 89°55'08" W, a distance of 0.62 feet;

THENCE: S 89°55'08" E, departing the east right-of-way line of said Ralph Fair Road, along and with the north line of said 16.288 acre tract and a south line of said 159.74 acre tract, a distance of 888.44 feet to a found 1/2" iron rod, at the northeast corner of said 16.288 acre tract and an angle point of said 159.74 acre tract;

THENCE: S 03°59'17" W, along and with the east line of said 16.288 acre tract and a west line of said 159.74 acre tract, at a distance of 821.38 feet passing a found iron rod with cap marked "Pfeiffer", at the southeast corner of said 16.288 acre tract and the northeast corner of said 3.5 acre tract, continuing along and with an east line of said 3.5 acre tract and a west line of said 159.74 acre tract, a total distance of 1022.60 feet to a found 1/2" iron rod, at the southeast corner of said 3.5 acre tract, an angle point of said 159.74 acre tract and the northeast corner of the 4.939 acre tract described in Volume 4846, Page 1787 in said Official Public Records;

THENCE: S 89°50'53" W, along and with a south line of said 3.5 acre tract and the north line of said 4.939 acre tract, a distance of 588.07 feet to a found iron rod with cap marked "Reaves", at an angle point of said 3.5 acre tract, the northwest corner of said 4.939 acre tract, the northeast corner of Lot 1, Block 1, RFR Subdivision recorded in Volume 9532, Page 203 in the Deed and Plat Records of Bexar County, Texas, and the southeast corner of said 0.321 acre tract;

THENCE: N 00°00'27" E, along and with a west line of said 3.5 acre tract and the east line of said 0.321 acre tract, a distance of 100.00 feet to a found iron rod with cap marked "Pfeiffer", at an angle point of said 3.5 acre tract and the northeast corner of said 0.321 acre tract;

THENCE: S 89°48'39" W, along and with a south line of said 3.5 acre tract and a north line of said 0.321 acre tract, a distance of 100.00 feet to a found 1/2" iron rod, at an angle point of said 3.5 acre tract and most northerly northwest corner of said 0.321 acre tract;

THENCE: S 00°00'27" W, along and with an east line of said 3.5 acre tract and a west line of said 0.321 acre tract, a distance of 70.00 feet to a found iron rod with cap marked "Pfeiffer";

THENCE: S 89°58'12" W, along and with a south line of said 3.5 acre tract and a north line of said 0.321 acre tract, a distance of 133.14 feet to the POINT OF BEGINNING and containing 19.799 acres in the City of Fair Oaks Ranch, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9110.21 by Pape-Dawson Engineers, Inc.

TO: MARK J. MINAHAN, BRENDA MINAHAN AND CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, AND 9 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 25, 2021.

DATE OF PLAT OR MAP: AUGUST 23, 2021

DAVID A. CASANOVA
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251
 DCASANOVA@PAPE, DAWSON.COM



PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 972.429.8494
 TYP E FIRM REGISTRATION #470 | TYP E FIRM REGISTRATION # 09 4390

ALTANSPS LAND TITLE SURVEY

A 19.799 ACRE, OR 862,452 SQUARE FEET MORE OR LESS, TRACT OF LAND COMPRISED OF ALL OF THE 3.5 ACRE TRACT DESCRIBED IN INSTRUMENT TO MARK J. AND BRENDA MINAHAN RECORDED IN VOLUME 16788, PAGE 898 IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, AND ALL OF THE 16.288 ACRE TRACT DESCRIBED IN INSTRUMENT TO MARK J. AND BRENDA MINAHAN RECORDED IN VOLUME 14756, PAGE 2229 IN SAID OFFICIAL PUBLIC RECORDS, IN THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, ABSTRACT NO. 257, COUNTY BLOCK 4741, IN THE CITY OF FAIR OAKS RANCH, BEXAR COUNTY, TEXAS.

JOB NO. **9110-21**
 DATE **MAY 2021**
 CHECKED DAC DRAWN DOW
 CIVIL JOB NO.
 REFERENCE: 9244-17
 SHEET **1** OF **1**

PROJECT NAME: MINAHAN TRACT

THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER ATTACHED TO ALL TITLE INSURANCE COMMITMENTS.

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one (1) of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Our company's right to access and use Title Data's title plants is governed by the Subscription Agreement(s) we have with Title Data, which restricts who can receive and/or use a title insurance commitment, which is based in whole or in part, upon Title Data's records and information. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

This Title Insurance Commitment should not be re-distributed without first confirming with the issuing agent what is permissible under the terms of their Subscription Agreement with Title Data.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Commitment Number:

**Chicago Title Insurance Company****CTT21749540**

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (Chicago Title Insurance Company, a Florida corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Chicago Title Insurance Company

By:

Issued By:

Chicago Title of Texas, LLC

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary



Authorized Signatory

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO.: CTT21749540****SCHEDULE A**

Effective Date: January 22, 2023 at 8:00 AM

Commitment No.: CTT21749540-Commitment for Title Insurance (T-7)

GF No.: CTH-IL-CTT21749540KI

Issued: January 29, 2023 at 8:00 AM

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:
Proposed Insured:

- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:
Proposed Insured: Ralph Fair Road Capital LLC a Texas Limited Liability Company

- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
Proposed Insured:
Proposed Borrower:

- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
Proposed Insured:
Proposed Borrower:

- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Policy Amount:
Proposed Insured:
Proposed Borrower:

- (f) OTHER

Policy Amount:
Proposed Insured:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Mark J. Minahan and Brenda Minahan

SCHEDULE A

(continued)

4. Legal description of land:

Tract 1:

BEING 16.288 Acres out of the M. De La Luz Guerra Survey Number 172, Abstract Number 257, C.B. 4741, in Bexar County, Texas, and being part of a 20.139 acre tract of land recorded in Volume 5787, Page 1967 in the Bexar County Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING At a found 1/2" iron rod with "Pfeiffer Cap" for the southwest corner of this tract and the northwest corner of a 3.5 acre tract as recorded in Volume 12843, Page 2112 of the Public Records of Bexar County, Texas, said point being in the east right-of-way of FM 3351 (Ralph Fair Road);

THENCE North 00° 00' 07" West a distance of 534.59 feet with said right-of-way to a found 1/2" iron rod with "ACES" Cap for a point of curvature;

THENCE curving to the right with a central angle of 2° 54' 14", a radius of 5679.58, a curve length of 287.86 and a chord bearing and distance of N 01° 18' 06" East a distance of 287.83 feet at a found 1/2" iron rod with for a point of tangency, the northwest corner of this tract, the southwest corner of a 159.74 acre tract as recorded in Volume 9675, Page 2082 of the Public Records of Bexar County, Texas, and the east line of said FM 3351.

THENCE departing said right-of-way South 89° 42' 11" East a distance of 888.51 feet with the south line of said 159.74 acre tract to a found 1/2" iron rod for the northeast corner of this tract;

THENCE South 04° 07' 46" West a distance of 820.52 feet with the line of said 159.74 acre tract to a found 1/2" iron rod with "Pfeiffer Cap" for the southeast corner of this tract and the northeast corner of the aforementioned 3.5 acre tract;

THENCE North 89° 57' 17" West a distance of 835.92 feet with the North line of said 3.5 acre tract to the POINT OF BEGINNING and containing 16.288 acres, more or less, in Bexar County, Texas.

Tract 2:

FIELD NOTES FOR 3.5 ACRES OF LAND, MORE OR LESS, OUT OF THE M. DE LA LUZ GUERRA SURVEY NUMBER 172, ABSTRACT NUMBER 257, COUNTY BLOCK 4741 IN BEXAR COUNTY, TEXAS, (LOCATIONS AND CONFIGURATIONS OF ANY ORIGINAL PATENTS, ETC. ON OR ADJOINING THIS TRACT ARE APPROXIMATE, SAID PATENTS, ETC. WERE NOT RESEARCHED OR LOCATED ON THE GROUND. PATENT PROBLEMS AND/OR CONFLICTS MAY EXIST.) AND BEING PART OF A 20.139 ACRE TRACT OF LAND CONVEYED TO MARIA E. GARZA RECORDED IN VOLUME 5787, PAGE 1967 IN THE BEXAR COUNTY OFFICIAL PUBLIC RECORDS; SAID 3.5 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL IRON PINS CITED ARE 1/2" DIAMETER.

REFERENCE IS MADE TO A 12" X 18" PLAT OF 3.5 ACRES DATED DECEMBER 27, 2004 AND APRIL 20, 2005 ACCOMPANYING THESE FIELD NOTES.

BEARING BASE USED: GEODETIC NORTH DERIVED FROM G.P.S. OBSERVATIONS.

BEGINNING AT A FOUND IRON PIN BY FENCE CORNER ON THE WEST LINE OF A 159.74 ACRE TRACT OF LAND CONVEYED TO THE CORLEY FAMILY, L.L.C. DESCRIBED IN EXHIBIT "A" IN DEED RECORDED IN VOLUME 9675, PAGE 2082 - BEXAR COUNTY OFFICIAL PUBLIC RECORDS FOR THE NORTHEAST CORNER OF THE ADJOINING 4.939 ACRE TRACT OF LAND CONVEYED TO MICHAEL G. CHATELLE, ET UX RECORDED IN VOLUME 4846, PAGE 1787 - BEXAR COUNTY

SCHEDULE A

(continued)

OFFICIAL PUBLIC RECORDS, THE SOUTHEAST CORNER OF THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE SOUTHERLY LINE OF THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT, NORTH 89° 57' 17" WEST, 587.81 FEET TO A FOUND IRON PIN BY FENCE CORNER FOR THE SOUTHEAST CORNER OF THE ADJOINING 0.321 ACRE TRACT OF LAND CONVEYED TO AMERICAN TOWER, LP. RECORDED IN VOLUME 9133, PAGE 1068 BEXAR COUNTY OFFICIAL PUBLIC RECORDS.

THENCE ALONG THE EAST, NORTH AND WEST LINES OF THE ABOVE REFERENCED AMERICAN TOWER 0.321 ACRE TRACT, NORTH 00° 81' 45" EAST, 100.00 FEET TO A FOUND IRON PIN FOR THE NORTHEAST CORNER OF SAID AMERICAN TOWER 0.321 ACRE TRACT, NORTH 89° 57' 17" WEST, 100.00 FEET TO A SET IRON PIN WITH CAP FOR THE NORTH NORTHWEST CORNER OF SAID AMERICAN TOWER 0.321 ACRE TRACT, SOUTH 00° 08' 45" WEST, 70.00 FEET TO A SET IRON PIN WITH CAP, AND NORTH 89° 57' 17" WEST, 133.24 FEET TO A SET IRON PIN WITH CAP ON THE EAST LINE OF RALPH FAIR ROAD FOR THE WEST NORTHWEST CORNER OF SAID AMERICAN TOWER, 0.321 ACRE TRACT AND SOUTHWEST CORNER OF THIS TRACT.

THENCE ALONG THE EAST LINE OF RALPH FAIR ROAD, NORTH 00° 01' 35" WEST, 171.01 FEET TO A SET IRON PIN WITH CAP FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE CROSSING THROUGH THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT, SOUTH 89° 57' 17" EAST, 835.78 FEET TO A SET IRON PIN WITH CAP ON THE EAST LINE OF SAID GARZA 20.139 ACRE TRACT AND THE WEST LINE OF THE ABOVE REFERENCED ADJOINING CORLEY FAMILY 159.74 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE EAST LINE OF THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT AND THE WEST LINE OF SAID CORLEY FAMILY 159.74 ACRE TRACT, SOUTH 04° 11' 24" WEST, 201.54 FEET TO THE PLACE OF BEGINNING.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

END OF SCHEDULE A

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO.: CTT21749540

SCHEDULE B EXCEPTIONS FROM COVERAGE

Commitment No.: CTT21749540

GF No.: CTH-IL-CTT21749540KI

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

[Volume 9133, Page 1073](#), Real Property Records, Bexar County, Texas.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

(Applies to the Owner Policy only.)

4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2021 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2021 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

SCHEDULE B EXCEPTIONS FROM COVERAGE

(continued)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

(Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
 - a. Rights of parties in possession.
 - b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.
 - c. Those liens created at closing, if any, pursuant to lender instructions.
 - d. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.
 - e. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated March 15, 1929, recorded March 28, 1929 at [Volume 1097, Page 281](#), Deed Records, Bexar County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
 - f. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO.: CTT21749540****SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO.: CTT21749540****SCHEDULE C**

Commitment No.: CTT21749540

GF No.: CTH-IL-CTT21749540KI

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:
 - Confirmation prior to closing that the County Clerk of Bexar County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
 - Electronic recordation of the instruments to be insured in the Official Public Records of Bexar County, Texas.
 - Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
 - Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.
6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
7. The Company must be furnished with a marital affidavit from each record owner from the date of his/her acquisition of subject property to the present time. The spouse of each record owner must join in any conveyance of subject property.
8. The following note is for informational purposes only:

SCHEDULE C

(continued)

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

9. The last Deed found of record affecting the Land was recorded July 28, 2014, at Volume 16788, Page 898, Real Property Records, Bexar County, Texas, wherein Mark J. Minahan and Brenda Minahan acquired 3.5 acres of the subject property.

Other Deed found of record affecting the Land was recorded December 3, 2010, at Volume 14756, Page 2229, Real Property Records, Bexar County, Texas, wherein Mark J. Minahan and Brenda Minahan acquired 16.288 acres of the subject property.

10. Note –Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

11. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

- Confirmation prior to closing that the County Clerk of Bexar County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
- Electronic recordation of the instruments to be insured in the Official Public Records of Bexar County, Texas.
- Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
- Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO.: CTT21749540

SCHEDULE C
(continued)

87.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO.: CTT21749540

SCHEDULE D

Commitment No.: CTT21749540

GF No.: CTH-IL-CTT21749540KI

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are officers and/or directors of **Chicago Title Insurance Company, a Florida corporation**:

Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Marjorie Nemzura, Michael J. Nolan, Edson N. Burton, Jr.

Officers: Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

Chicago Title of Texas, LLC

(a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of **Chicago Title of Texas, LLC**

(b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC

(c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Officers: Raymond Randall Quirk (President), Brian K. Baize (President), Gayle Brand (President), Jennifer Clarke (President), Michael J. DeBault (President), John Tannous (President), Anthony John Park (Executive Vice President and Chief Financial Officer), Joseph William Grealish (Executive Vice President), John Ernst (Executive Vice President), Todd Rasco (Executive Vice President), Jeffrey Colby (Senior Vice President), Winford Dubose (Vice President), Brewer Gregory (Vice President), Marjorie Nemzura (Vice President and Secretary)

(d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. NONE.

(e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$
Endorsement Charges	\$
Total	\$

CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO.: CTT21749540****SCHEDULE D**

(continued)

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Percent/Amount

To Whom

For Services

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

—Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

—Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.



Effective Date: 5/1/2018

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.



Effective Date: 5/1/2018

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



Bexar CAD

Property Search > 1049681 MINAHAN MARK J &
BRENDA for Year 2022

Tax Year: 2022

Property

Account

Property ID:	1049681	Legal Description:	CB 4741 P-4B & P-4E ABS 257
Geographic ID:	04741-000-0046	Zoning:	OCL
Type:	Real	Agent Code:	60075
Property Use Code:	002		
Property Use Description:	Rural		

Protest

Protest Status:
Informal Date:
Formal Date:

Location

Address:	RALPH FAIR RD BOERNE, TX 78015	Mapsc0:	414A8
Neighborhood:	IH10/RALPH FAIR (BO)	Map ID:	21022
Neighborhood CD:	21022		

Owner

Name:	MINAHAN MARK J & BRENDA	Owner ID:	2743210
Mailing Address:	PO BOX 417 BOERNE, TX 78006-0417	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$1,250,000	\$1,310
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$1,250,000	
(-) Ag or Timber Use Value Reduction:	-	\$1,248,690	

(=) Appraised Value:	=	\$1,310	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$1,310	

Taxing Jurisdiction

Owner: MINAHAN MARK J & BRENDA

% Ownership: 100.000000000000%

Total Value: \$1,250,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax		
06	BEXAR CO RD & FLOOD	0.023668	\$1,310	\$1,310	\$0.31		
08	SA RIVER AUTH	0.018360	\$1,310	\$1,310	\$0.24		
09	ALAMO COM COLLEGE	0.149150	\$1,310	\$1,310	\$1.95		
10	UNIV HEALTH SYSTEM	0.276235	\$1,310	\$1,310	\$3.62		
11	BEXAR COUNTY	0.276331	\$1,310	\$1,310	\$3.62		
45	FAIR OAKS RANCH	0.329100	\$1,310	\$1,310	\$4.31		
61	BOERNE ISD	1.178600	\$1,310	\$1,310	\$15.44		
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$1,310	\$1,310	\$0.00		
Total Tax Rate:		2.251444					
Taxes w/Current Exemptions:					\$29.49		
Taxes w/o Exemptions:					\$29.49		

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RNP	Range Native Pasture	16.2880	709505.28	0.00	0.00	\$1,028,910	\$1,080
2	RNP	Range Native Pasture	3.5000	152460.00	0.00	0.00	\$221,090	\$230

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$0	\$1,250,000	1,310	1,310	\$0	\$1,310
2021	\$0	\$1,034,360	1,310	1,310	\$0	\$1,310
2020	\$0	\$1,095,000	1,310	1,310	\$0	\$1,310
2019	\$0	\$1,051,500	1,310	1,310	\$0	\$1,310

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/24/2010	WD	Warranty Deed	GARZA MARIA E	MINAHAN MARK J & BRENDA	14756	2229	20100217039

2023 data current as of Jan 31 2023 1:08AM.**2022 and prior year data current as of Jan 6 2023 6:47AM****For property information, contact (210) 242-2432 or (210) 224-8511 or email.**

**ALBERT URESTI, MPA, PCAC**

Bexar County Tax Assessor-Collector

2022 REAL PROPERTY**04741-000-0046**

(ACCOUNT NUMBER)

01/31/2023

OWNER:

MINAHAN MARK J & BRENDA
PO BOX 417
BOERNE, TX 78006-0417

LEGAL DESCRIPTION:

CB 4741 P-4B & P-4E ABS 257

LOCATION: RALPH FAIR RD**ACREAGE: 19.7880**

APPAISED VALUE		CAP VALUE	HOMESTEAD VALUE	NON-QUAL VALUE
LAND	IMPROVEMENT			
1,310	0	0	0	0
AGRI. MKT VALUE		PROD VALUE		ASSESSED VALUE
1,250,000		1,310		1,250,000

TAXING UNIT	EXEMPTIONS	TAXABLE VALUE	TAX RATE	TAX AMOUNT
ROAD AND FLOOD	0 0 0 0	1,310	0.023668	0.31
ALAMO COMM COLLEGE	0 0 0 0	1,310	0.149150	1.95
HOSPITAL DISTRICT	0 0 0 0	1,310	0.276235	3.62
BEXAR COUNTY	0 0 0 0	1,310	0.276331	3.62
SA RIVER AUTHORITY	0 0 0 0	1,310	0.018360	0.24
FAIR OAKS RANCH	0 0 0 0	1,310	0.329100	4.31
TAXES FOR 2022:				\$14.05

IF YOU BELIEVE THIS STATEMENT WAS MAILED TO YOU IN ERROR, PLEASE CALL OUR OFFICE AT (210) 335-2251.

TAXES MAY BE PAID BY E-CHECK OR CREDIT CARD VIA THE INTERNET AT WWW.BEXAR.ORG/TAX OR BY PHONE AT 1-888-852-3572.

DETACH HERE AND RETURN WITH PAYMENT

5.1.112

Para obtener informacion, por favor llame (210) 335-2251. Please call (210) 335-2251 for information.

ASSESSMENT RATIO FOR ALL UNITS IS 100%. SEE BACK OF STATEMENT OR NEWSLETTER FOR IMPORTANT TAX INFORMATION.

01/31/2023

2022 Payment Amount Due:

If paid in JAN 2023 **14.05**
If paid in FEB 2023 **15.03**
If paid in MAR 2023 **15.33**

**DELINQUENT AFTER
FEBRUARY 1, 2023
AMOUNT PAID:**

04741-000-0046

MINAHAN MARK J & BRENDA
PO BOX 417
BOERNE, TX 78006-0417

MAKE CHECK PAYABLE TO:

ALBERT URESTI, MPA, PCAC
BEXAR COUNTY TAX ASSESSOR-COLLECTOR
P O BOX 2903
SAN ANTONIO, TX 78299-2903

047410000046900 000001405 000001503 000001533 000001559 000000000 000000000

5:27
◀ Messages

LTE

Thank You for Your Payment

Approved

1/31/2023 6:26 PM Central Standard Time



Customer Name Mark J Minahan

Effective Date

1/31/2023

Approved 21279404

Item	Amount
Property Tax ACT	\$14.05
Subtotal:	\$14.05
Transaction Fee:	\$0.30

AA  collectorsolutions.com 

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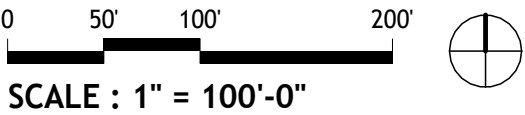
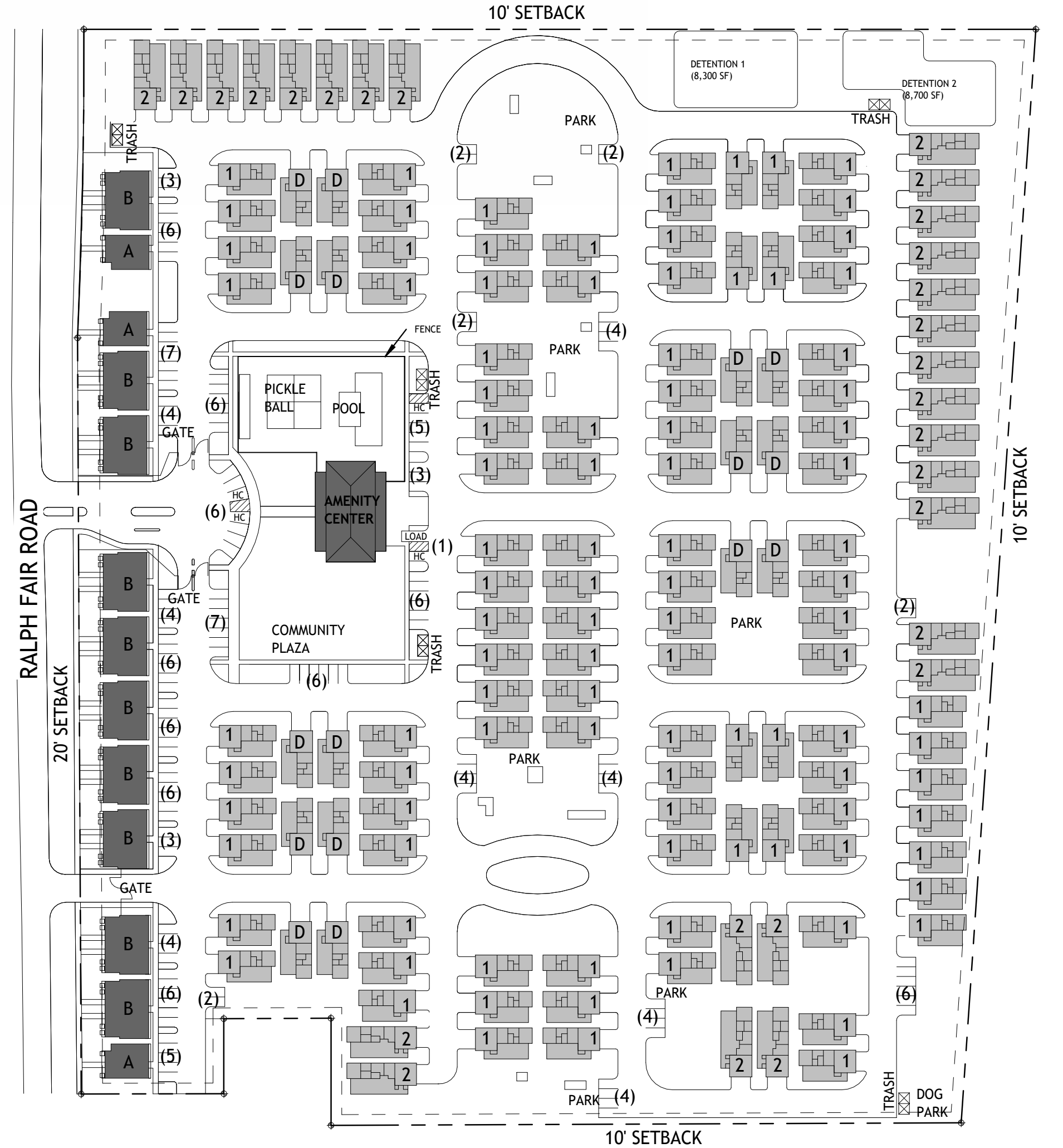
RESIDENTIAL UNIT TABULATIONS

UNIT TYPES	NO. OF BLDGS	UNITS PER BLDG	TOTAL UNITS	NET UNIT AREA	GROSS UNIT AREA	TOTAL GROSS AREA
ONE-STORY, ONE BEDROOM UNITS	102	1	102	963 SF	1,360 SF	138,720 SF
ONE-STORY, TWO BEDROOM UNITS	27	1	27	1,312 SF	1,709 SF	46,143 SF
TWO STORY, DUPLEX (D) ONE BEDROOM UNITS	16	2	32	946 SF	1,249 SF	39,968 SF
TWO-STORY, TWO BEDROOM QUADPLEX (B) UNITS	10	4	40	1,009 SF	1,114 SF	44,560 SF
TWO-STORY, TWO BEDROOM DUPLEX (A) UNITS	3	2	6	1,009 SF	1,167 SF	7,002 SF
TOTALS			207	1,048 SF	1,320 SF	273,240 SF
AMENITY CENTER					5,480 SF	

PARKING TABULATIONS

UNIT TYPE	DESCRIPTION	NO. OF BLDGS	UNITS	TOTAL UNITS	# BRs	REQ'D PARKING
A	Two Story 2-BR Duplex	3	2	6	12	9
B	Two-Story 2-BR Quadplex	10	4	40	80	60
D	Two Story 1-BR Duplex	16	2	32	32	48
1	One-Story 1-BR	102	1	102	102	153
2	One-Story 2-BR	27	1	27	54	41
		158		207	280	310

PARKING	PROVIDED
GARAGE SPACES	296
SURFACE (RESIDENT)	85
SURFACE (VISITOR)	52
	433



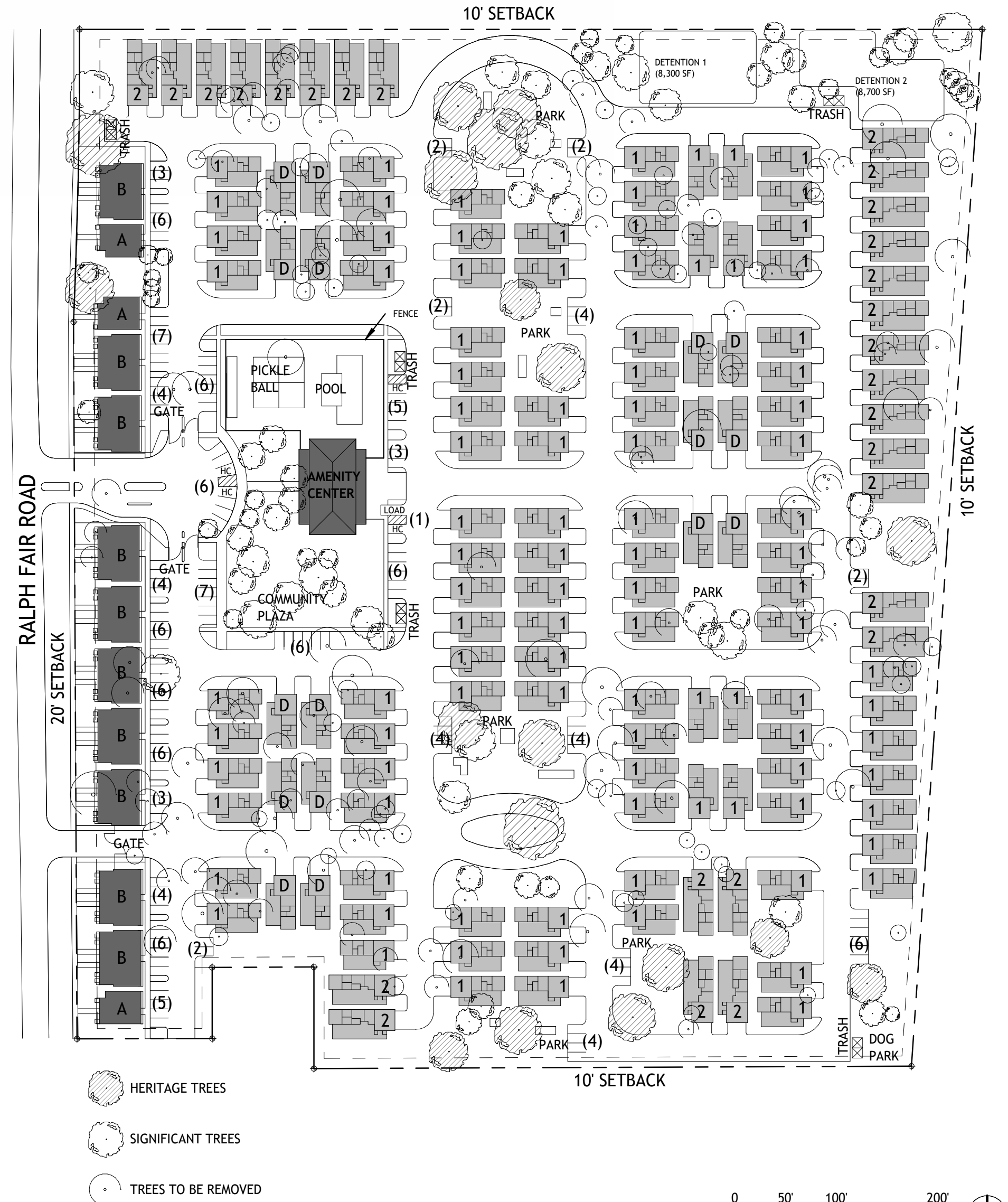
RESIDENTIAL UNIT TABULATIONS

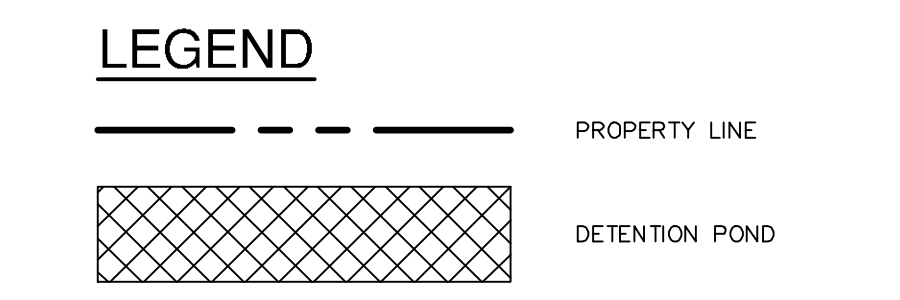
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ONE-STORY, ONE BEDROOM UNITS	102	1	102	963 SF	1,360 SF	138,720 SF
ONE-STORY, TWO BEDROOM UNITS	27	1	27	1,312 SF	1,709 SF	46,143 SF
TWO STORY, DUPLEX (D) ONE BEDROOM UNITS	16	2	32	946 SF	1,249 SF	39,968 SF
TWO-STORY, TWO BEDROOM QUADPLEX (B) UNITS	10	4	40	1,009 SF	1,114 SF	44,560 SF
TWO-STORY, TWO BEDROOM DUPLEX (A) UNITS	3	2	6	1,009 SF	1,167 SF	7,002 SF
TOTALS			207	1,048 SF	1,320 SF	273,240 SF
AMENITY CENTER					5,480 SF	

PARKING TABULATIONS

UNIT TYPE	DESCRIPTION	NO. OF BLDGS	UNITS	TOTAL UNITS	# BRs	REQ'D PARKING
A	Two Story 2-BR Duplex	3	2	6	12	9
B	Two-Story 2-BR Quadplex	10	4	40	80	60
D	Two Story 1-BR Duplex	16	2	32	32	48
1	One-Story 1-BR	102	1	102	102	153
2	One-Story 2-BR	27	1	27	54	41
		158		207	280	310

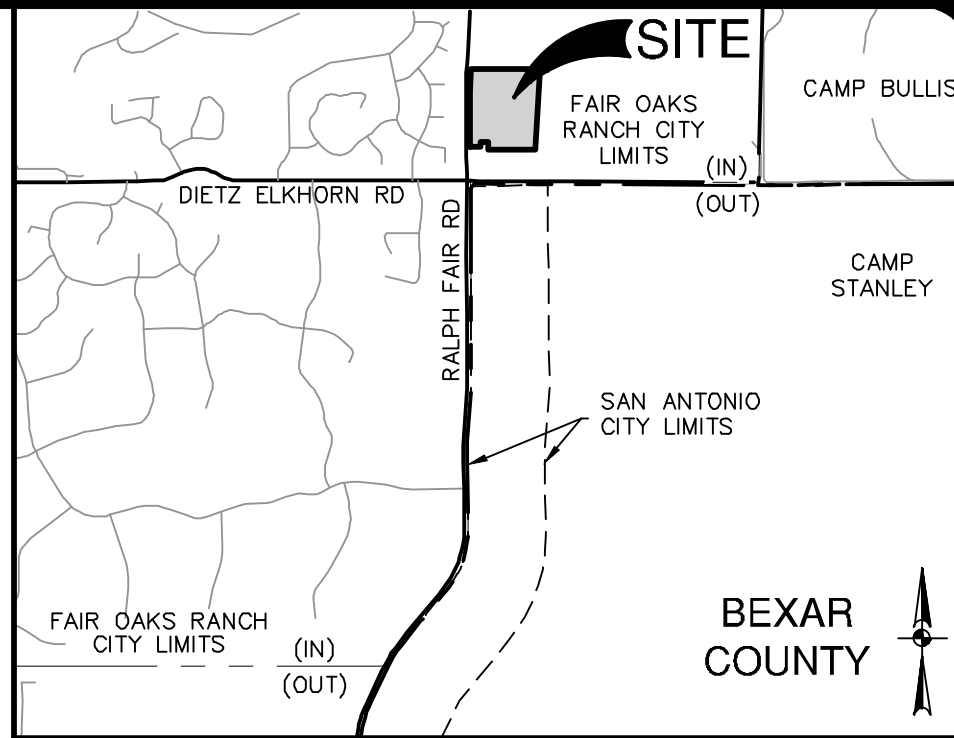
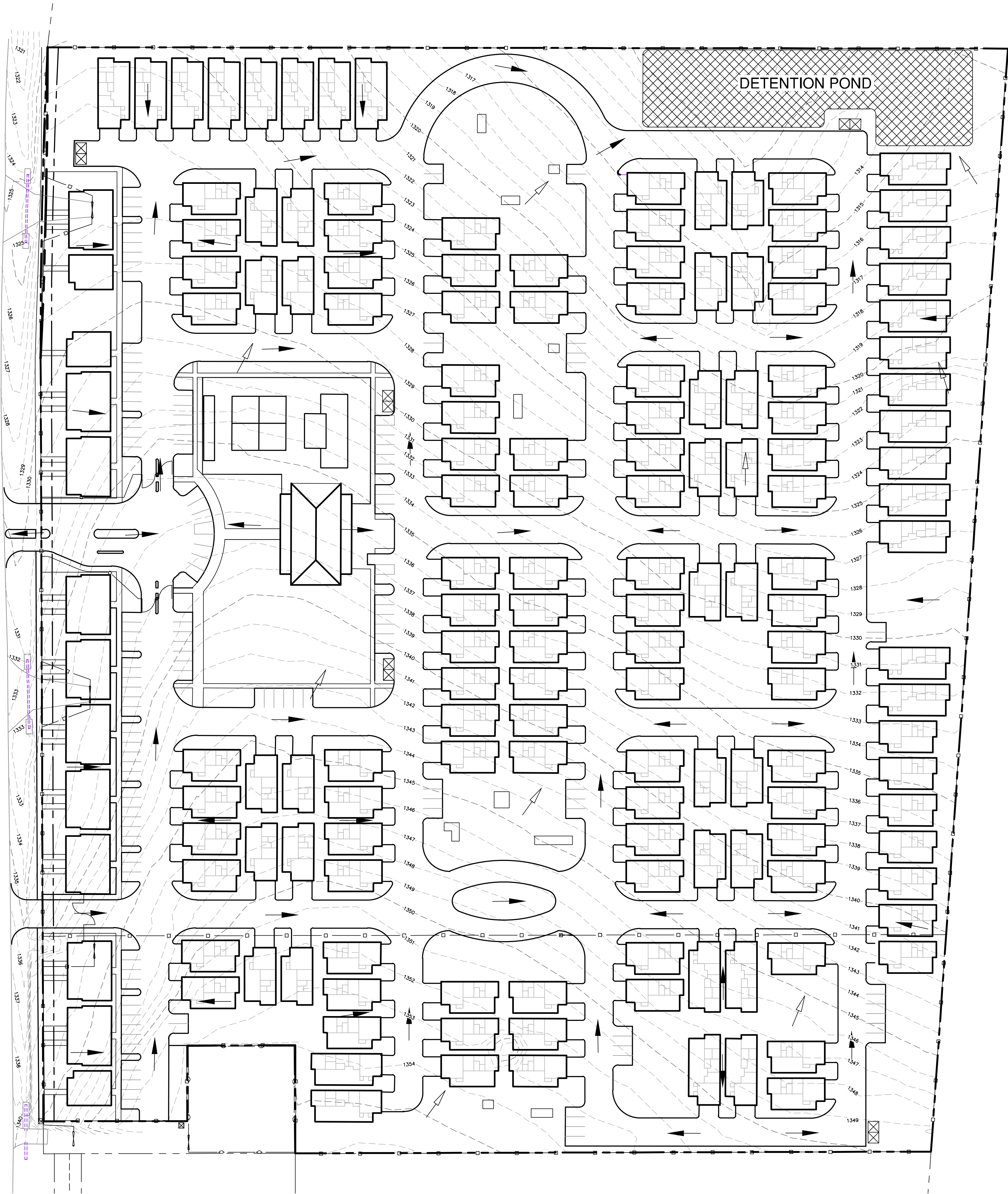
PARKING	PROVIDED
GARAGE SPACES	296
SURFACE (RESIDENT)	85
SURFACE (VISITOR)	52
	433



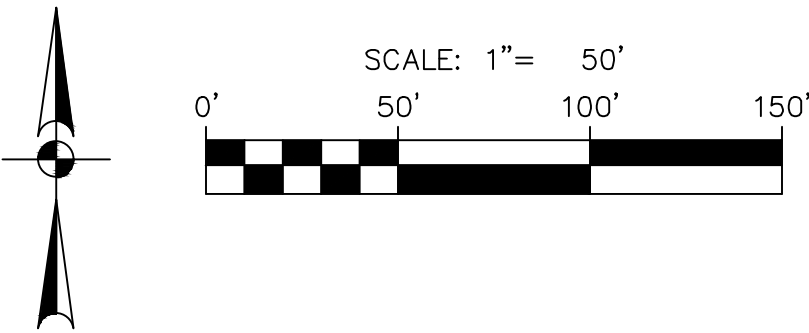


PLAT NO. N/A
JOB NO. 12973--00
DATE JANUARY 2023
DESIGNER AA
CHECKED EK DRAWN AA
SHEET 1 OF 3

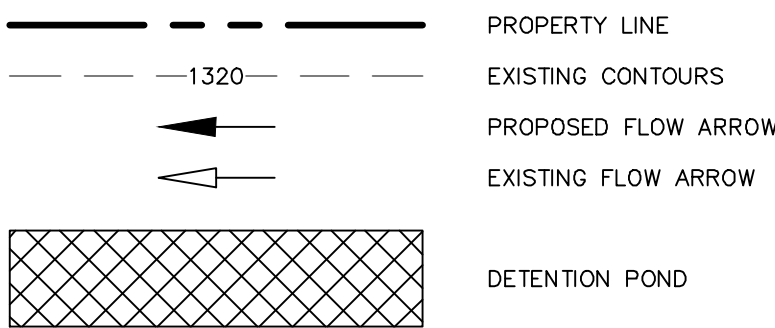
RALPH FAIR RD (FM 3351)



NOT-TO-SCALE



LEGEND



Precipitation		Area		PA1		Peak Flow (cfs)		
Watershed	Area (ac)	CN (unitless)	Tc (min)	5	25	100	5	25
Existing Conditions								
Existing Overall Watershed	21.944	77.00	24	64.88	130.12	206.06		
Proposed Conditions								
Proposed Overall Watershed	21.944	85.00	25	80.99	147.03	222.01		

- 1 Watershed from watershed tab
2 Area from watershed tab
3 CN from coefficient tab
4 Tc from time of concentration tab
6 Peak Flow determined utilizing the unit hydrograph method

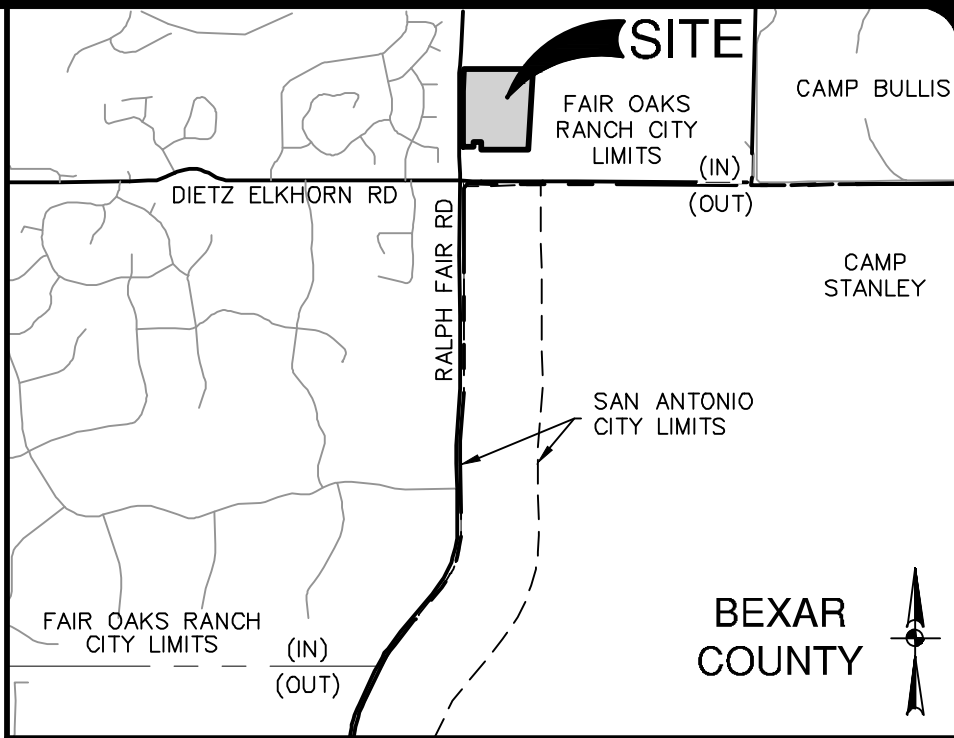
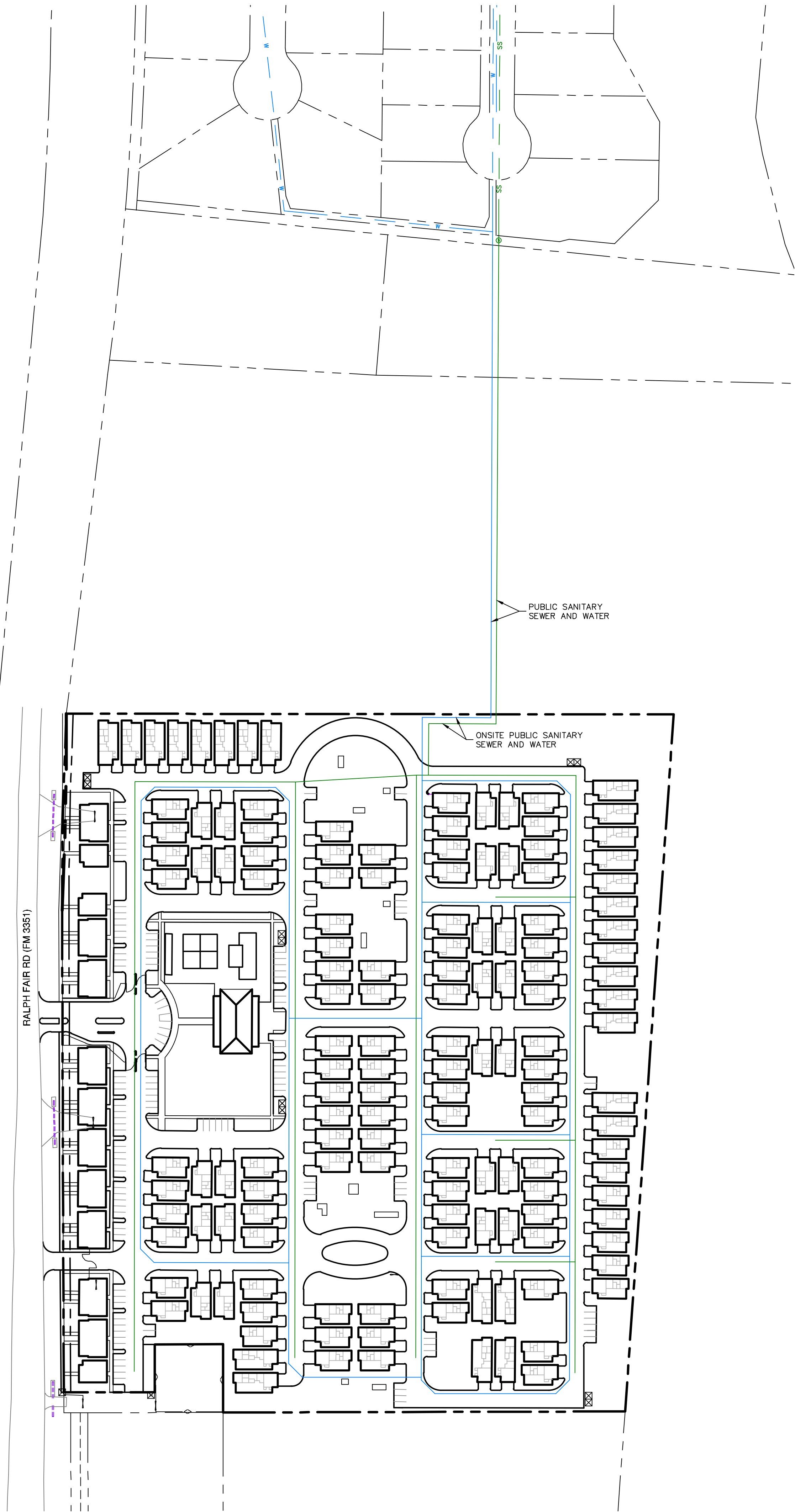
FAIR OAKS MULTIFAMILY
FAIR OAKS RANCH, TEXAS

GRADING AND DRAINAGE EXHIBIT

PLAT NO. N/A
JOB NO. 12973-00
DATE JANUARY 2023
DESIGNER AA
CHECKED EK DRAWN AA
SHEET 3 OF 3

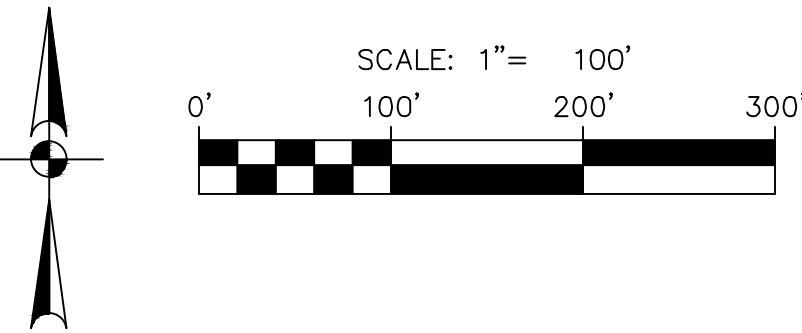
Date: Feb 15, 2023 10:17am User: jdc - caryington
File: FAIR_OAKS_Multifamily_Overall_Station.dwg

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LOCATION MAP

NOT-TO-SCALE



LEGEND

- PROPERTY LINE
- PROPOSED 8" FIRE/WATER LINE
- EXISTING 8" WATER LINE
- PROPOSED 8" SEWER LINE
- EXISTING 8" SEWER LINE

*ON-SITE UTILITIES TO BE PRIVATE

This document is released for INTERIM REVIEW purposes ONLY under the authorization of Thomas Matthew Carter, P.E., #79272 on 2/15/2023. This document is not to be used for CONSTRUCTION.

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #170 | TEXAS SURVEYING FIRM #10028800


FAIR OAKS MULTIFAMILY
FAIR OAKS RANCH, TEXAS
OVERALL UTILITY EXHIBIT

PLAT NO.	N/A
JOB NO.	12973-00
DATE	JANUARY 2023
DESIGNER	AA
CHECKED	EK DRAWN AA
SHEET	2 OF 3

LEGEND

- 
- COMMUNITY ENTRY/EXIT

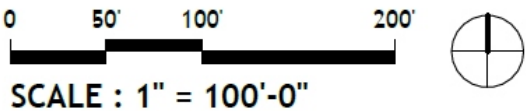
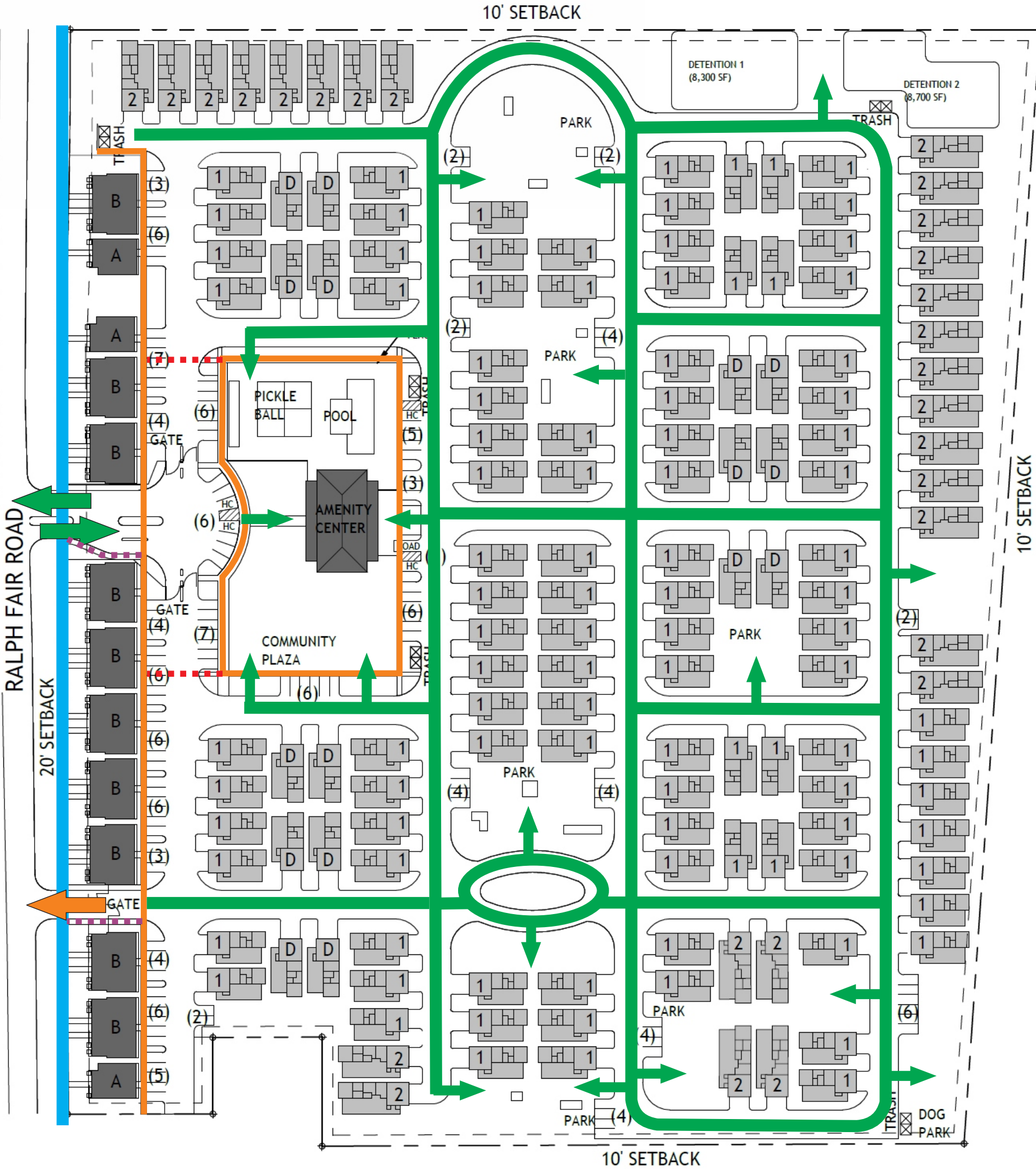
RESIDENT EXIT ONLY

SHARED ACCESS DRIVE
- 
- CROSS STREET CONNECTOR

INTERNAL SIDEWALK CONNECTOR

PUBLIC SIDEWALK (RALPH FAIR RD)

PUBLIC SIDEWALK CONNECTOR





Public Works ■ 7286 Dietz Elkhorn ■ Fair Oaks Ranch TX, 78015 ■ (210) 698-0900

February 8, 2023 / [February 15, 2023](#)

RE: Concept Plan Review - Botanica Fair Oaks Multi-unit Residential Community
North-east of the intersection of Dietz Elkhorn and Ralph Fair Rd. Road

Mr. Bursey,

The Concept Plan submittal for the proposed Fair Oaks Botanica Residential Community was received by the City on February 1, 2023 and deemed to be a complete submittal.

As per UDC. Sec 3.8 (3), a Concept Plan is required for this development since it will require off-site road, drainage, or utility connections or improvements that will have a substantial impact or effect on other properties or developments. The Concept Plan will be reviewed by the Planning and Zoning Commission and the Commission will forward its recommendation to the City Council, which is responsible for final action on Concept Plans.

Based on the review, the following items are outstanding or need to be addressed. Please note that these comments cannot be considered as Site Plan approval. A detailed Site Plan review will be conducted at the time of building permit submittal.

CLARIFICATIONS:

- Utility conflicts: Clarify the location of easements in setbacks. It appears that landscaping that is shown in the setbacks may be over proposed easements and utilities. Adding a table showing the required and proposed setbacks will be beneficial. Ralph Fair Secondary Frontage 10' min. setback – 20' max. setback. Side- 5' (min.), Rear -10'(min.).

[Easements/Setbacks are shown on revised site plan.](#)

North	East	West (Ralph Fair Rd)	South
10 feet*	10 feet*	20 feet	10 feet*

[*Assuming a stricter Residential to Commercial interface.](#)

- Provide more details about the restrictive covenants indicated on the survey.
[A copy of the one Restrictive Covenant is included.](#)

MAINTENANCE:

- Clarify who will be maintaining the landscaped area in the yards and other common open space and amenities.
[The Community will be managed by an institutional-grade property management company, e.g. Asset Living.](#)

CALCULATIONS:

1. Landscaping:

- a. Clarify if the parking lot landscaping is included in the 34.4% landscaped area.
The total site Landscaped area is 296,315 gsf, or 34.4% of the total site area. Of that total landscaped area, approx. 11,700 gsf (18.1%) is within the “front parking zone”.
- b. Show calculations to confirm that the following parking lot landscaping meets the UDC requirements:

- i. Front: The landscaped area within the parking lot will be at least ten percent (10%) of that portion of the parking lot and circulation area that is located between the front facade building line and the primary right-of-way property line. The landscaped areas within these parking lots will contain at least one shade tree per twelve (12) parking spaces
We do not have parking “between the front façade building line and primary right-of-way” (Ralph Fair Road). Parking is internal and out of sight from public right-of-way.

However, the current front parking arrangement shows one new tree well for every 6 parking spaces which is double the requirement above.

- ii. Side: At least three percent (3%) of the parking lot and circulation area located between the side facade building line and the side property line where there is no right-of-way will be landscaped. The landscaped areas within parking lots will contain one shade tree per thirty (30) parking spaces.

Plans submitted will comply.

There is only one parking area on the south side of the parcel which has approx. 7,500 gsf of parking and circulation area. The current plan also shows landscaped areas of approx. 2,400 gsf on the east, south and west of the parking area adjacent to the south property line.

DEVELOPMENT DETAILS

4. UDC Section 7.5 (6) requires the community green or plaza to be developed to create a neighborhood focus.
UDC Section 7.5 refers to Water Conservation Education – We assume you mean Section 6.9 (10) which refers to community green or plaza.

Explain how this intent is met. Show the amenities proposed in the community plaza. Is this just an open space? How will this be the community focus as envisioned by the UDC?

The **central** “neighborhood focus” surpasses the vision of the UDC as it includes:
green open space

1. Amenity Club House w/leasing office, lounge & kitchen, community room & fitness center.
2. Community Pool
3. Pickle Ball Courts

4. Green open space plaza/park area with benches for gathering

In addition, there is a dog park and several other pocket parks with heritage and new trees evenly distributed throughout the community.

(A concept plan of the Amenity Center has been included in our submission.)

(The community green/plaza will be more fully developed by a landscape architect as part of the permit submittal.)

The Community Plaza will be adjacent to the Amenity Center, a hub of activity within the development. Here residents can have meetings, conferences, art classes, family gatherings, etc. It is important that all of these elements are central and adjacent coming together to provide the “neighborhood focus”.

It is important to have this indoor/outdoor space adjacent to the front entry to facilitate visitors and family members access to the group events. Additional parking is available adjacent to the Center if needed.

2. Currently the UDC requires information on building form to be submitted with the Concept Plan. We could not find this specific requirement within the UDC or Concept Plan Submittal Checklist, however we have included our previously submitted Concept Package to remind of our intent for a modern hill country design aesthetic. Information of building form, elevation, etc. is helpful to ensure conformance with the character envisioned for a The Mixed-Use Village District (MU). The Mixed Use District has specific requirements on the features listed below and as indicated in prior meetings. Please refer to the UDC for additional details.

- First floor to floor height: 11'-0" to 11'-9".
- Facade Composition, including rhythm, material, color, and/or texture: The façade materials include Hill Country limestone and stucco with accents, downspouts, and trim of painted metal to match. See further description below.
- Building design - building entrances, bay windows, display windows, storefronts, arcades, facade relief, panels, balconies, cornices, bases, pilasters, or columns, articulation, transparency. Typical one-story residences have gabled roofs and facades with generous sized windows, front and back to bring light into the interior spaces. This is also true of the A and B two-story buildings along Ralph Fair Road.
- The central Amenity Center mimics the residences with a symmetrical façade with a high bay, deep roof atrium space that has expanses of glass front and back. We meet the requirements of UDC Table 7.1 on Transparency (see below). Low roofed porches on the front and back temper and scale down the large atrium space with low slope roofs, columns and materials that conform to the Hill Country standards. Typical facades will have a distinct base middle and top configuration, with stucco above stone, mostly. The building types that we indicate on the current site plan have a fenestration of varying types of materials. The unit buildings that face Ralph Fair (Types A and B) are two story with changes in façade fenestration at 20 feet and 8 feet across the façade. This includes stone, stucco, wood-look tile, and dark gray slate. We also have corners and facades of “green wall” next to these materials. On the internal units we have a module of 28 feet on each unit lot which fits in the 20' to 30' module required. There will be façade and material selections within those parameters.

Vertically, interest is maintained by frames around window areas, stairs that

are delineated differently and the tripartite banding of materials. Horizontally the building massing of the residences (one and two story) and Amenity Center create a sense of scale and proportion similar to the Hill Country aesthetic examples found in Chapter 7 of the UDC. This type of character has been translated from the town center retail facades shown there into tasteful residential designs of all structures. Building entrances are articulated, trim is expressed and columns used where appropriate.

Table 7.1

Multifamily Buildings: Façade Frontage Type	Primary or Secondary Frontage	General Frontage/All other sides
Ground Floor	25% (min. req.) 29.9% Provided	None
Upper Floors	20% (min. req.) 20.2% Provided	None

- Roof design:** Roof design will be gabled roofs that have deep slopes (9/12) with adjacent porches or garage blocks of lesser slopes (3/13), typical of the Hill Country aesthetic. Residential roofs will have luxury composite shingles, the Amenity Building will be coated standing seam metal roofs. The A and B residential buildings will have metal canopies at both the parking lot and street elevations, and entrances from the public sidewalk. Shaded sidewalks shall be provided alongside at least a quarter of the A and B buildings frontage along the off-street surface parking lot to the east of the buildings. This includes a shaded sidewalk shall consist of a 5-foot clear zone and 5-foot planting zone, planted with trees no more than 30 feet on center. Building entrances along Ralph Fair shall have canopies. The facades along Ralph Fair are a balance of solid and glass with a 27% glass to solid ratio. Roof slopes vary between a 2 ½ to 12 slope and 4/12. No parapets are used-all roofs are sloped (gable or shed).
- Street Cross-sections and Standards, Planting Zone for the placement of street trees and placement of street furniture, etc.** See attached diagram for a typical street section showing dimension of the street edge conditions.



PARKING

5. Address the following regarding parking:

- i. Will the garages be accessed through driveways?

Yes, all driveways for single story residential garages will be accessed from the internal 26-foot-wide drive aisles.

- ii. Where will the visitor parking be located for the units at the rear? Will they have to walk from the visitors parking spaces located behind the quadruplexes located along Ralph Fair Road.

Visitor parking is distributed throughout the project. In general, parking for the A and B unit buildings occur along the rear (east) frontage parking areas and near the Amenity Center. Residential parking averaging just under at 2 per residence occur at the residential garages throughout. All other surface parking around the Amenity/Community Plaza (for visitors there) and near parks are designed for visitors or residents to be close to those adjacent residences or amenities within the parks or Community Plaza. The total number of visitor spaces is 52.

Parking/Loading: In addition, we indicate one small loading space as per UDC Table 6.4 and four handicap spaces (one van accessible) per UDC Table 6.3.

CONFORMANCE TO ADOPTED DOCUMENTS

1. Conformance with the Comprehensive Plan:

- a. The development does not propose a mix of uses. The site is proposed to be developed for all residential uses – duplex, fourplex, and single-family units. A landscaping plan has not been submitted. A landscaping plan will be submitted as required with the permit submittal.

It is not clear how the proposed development will meet the intent of the Comprehensive Plan in terms of mixed uses and hill-country character for this area:

Mixed-Use Village – The Mixed-Use Village District (MU) indicates areas within the City of Fair Oaks Ranch where the City encourages a mixture of uses that create pedestrian scaled development at major transportation nodes. The City encourages development in this area to generally conform to a Hill Country design aesthetic, similar to the materials and massing that can be found in downtown commercial districts in communities such as Boerne, Fredericksburg and Comfort. Sites in the MU district are appropriate for direct access to primarily Arterial, Collector streets and Local Connector Streets.

This has already been established in prior meetings with City staff and Gunda Corp who confirmed that a mixture of different uses is not required. Our previous pre-development submissions and meetings have all contained the same uses as within our Concept Plan and was confirmed to be acceptable.

In addition to the apartment homes and apartment flats, the community will be staffed full time and operated as a commercial (multifamily) business.

In addition, we are providing a “neighborhood focus” specifically for the residents of the community and their visitors which may include:

- A 5,000 sf Amenity Center containing:
 - Leasing Offices
 - Clubroom and Multipurpose Areas
 - Great Room and Kitchen
 - Full-service Fitness Center
 - Mail room
- Pool, landscaped Pool Deck, and lounge and outdoor dining seating
- Outdoor Kitchen
- Pickleball Courts
- Pocket Parks throughout the community
- Dog Park
- Community Plaza with benches under the existing (saved) Heritage trees, grassy play areas, landscaped edges and showcases, trellises, and a central plaza area for events like group resident activities and family gatherings.

2. Conformance with the Unified Development Code:

- a. The UDC requires that the development include a mixture of uses to create pedestrian scaled development that generally conforms to a Hill Country Design aesthetic. It is not clear from the Concept Plan, what features, pedestrian connectivity, design elements, building elevations will be proposed to achieve this.

The intent of this community has always been to create a vibrant, pedestrian-friendly community that conforms to a Hill Country aesthetic as recommended by the UDC. Please refer to the Concept Imagery provided with our response.

The design of the buildings and open areas of the development will comply with UDC Section 7.4 General Standards and Guidelines. As such, the development will follow the Design Principles of the section including: a.) Create a pedestrian oriented public and private realm, b.) Design compatibility through the use of variations in building elements, c.) strengthens Fair Oak Ranch's desire for the Hill Country aesthetic, d.) Use of architectural details to create interest, e.) Incorporation open spaces (Community Plaza, Amenity decks, Dog Park, and Heritage tree parks) into the fabric of the development, and f.) Create designs that increase the quality, adaptability and sustainability of Fair Oak Ranch's building stock.

As requested in a prior pre-development meeting, the current site plan includes a series of street facing 2-story buildings (labeled A & B) which have pedestrian entrances facing Ralph Fair Rd. Direct pedestrian access to the public sidewalk on Ralph Fair Rd can occur at each of these buildings if required.

The central pedestrian access is adjacent to the Amenity Center and the Community Plaza.

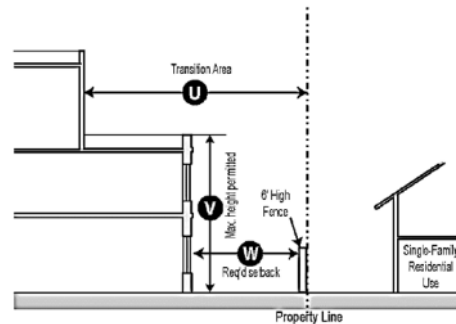
- b. The UDC requires that all Protected (TC 28 inches or larger) and Heritage (TC 75 inches or larger) trees meet mitigation and replacement conditions outlined in UDC 8.8(7)b other than qualified preservation exemptions. Mitigation shall be at a 1:1 ratio for TC inches to be removed, no trees smaller than TC 8 inches is allowed for mitigation, total tree coverage on the lot (as measured in TC inches) is approximately the same as pre-development conditions, the Tree Plan shall show a planting diagram where new trees will be planted, a warranty is required for all trees TC 28 inches or larger. The Project will comply with mitigation requirements. We are showing multiple areas where we are saving heritage and smaller trees within resident park areas.

3. Conformance with the character of the area and residential transition:

It is not clear from the Concept Plan how the placement, buffers, and other considerations have been incorporated to make the development compatible to adjacent property on the north and east that is zoned for one-acre single family uses. Buildings along north, east & south property lines will be single story residential which comply with the Residential Transition Standards of UDC Section 6.8 Mixed-Use Village (MU) residential buffer requirements (e). A 6-foot-high fence and landscaping will be part of the landscape design. Also, many of the parks, detention, and tree-save areas that are part of the overall plan are at these edge conditions. No Transition Area is required as the buildings are single story and do not exceed 30 feet in height.

The setbacks shown on the north and east are minimum setbacks required. The Project will comply w/all setback requirements. Additionally, it is not clear if residential transition standards in the UDC are met, as details have not been provided. See description above. Reference Diagram [e] below from the UDC.

Residential Transition Standards		
The following transition standards shall apply to all new building construction adjacent to a Residential Zoning District. This requirement shall NOT apply if a street, alley or other similar R-O-W separates the subject lot and adjoining Residential Zoning District		
i. Transition Area	25' min.	U
ii. Max. Building Height within Transition Area	2 stories or 30'	V
iii. Required setback	10' min.	W
iv. A maximum 6' high solid screening fence and landscaping screen shall also be required. The required fence shall NOT be chain link or vinyl. Wood fencing must be double-sided		



Conformance with the availability of utilities:

The City's infrastructure availability and capacity, including roadway adequacy and storm drainage facilities, need to be evaluated to ascertain improvements that may be needed. Water and sewer utilities have already been evaluated. An analysis of off-site utility connections has been performed and the results of those studies are included with this submission response.

4. Conformance with the Transportation Map:

The Concept plan does not address measures proposed to address the impact of the traffic generated by the proposed development on City roads. The site is accessed by Ralph Fair Road. Additionally, Fair Oaks Parkway and Dietz Elkhorn Road will also be impacted.

- Ralph Fair Road is an Arterial Road (proposed) as per the Transportation Map. Currently it is a two-lane road with no bike lane or sidewalks. Improvements will be needed to adequately support a mixed-use development. Traffic Impact Analysis (TIA) will be required to determine the extent of improvements. A TIA will be completed by Pape Dawson Engineers.
- Fair Oaks Parkway is a Collector Road. Currently it is a two-lane road. The typical right of way width required is 83'. No significant expansion is contemplated for this road. Improvements will be needed to adequately support a mixed-use

development. Traffic Impact Analysis (TIA) will be required to determine the extent of improvements. A TIA will be completed by Pape Dawson Engineers.

- Dietz Elkhorn Road is a Collector Road. Currently it is a two-lane road. The typical right of way width is 83'. No expansion is recommended for this road; however, improvements will be needed to adequately support a mixed-use development. Traffic Impact Analysis (TIA) will be required to determine the extent of improvements. A TIA will be completed by Pape Dawson Engineers.
- There might need to be additional deceleration lanes and acceleration lanes as well as turning lanes on Ralph Fair Rd. Per the scoping meeting w/COFOR, we are proposing a right-hand deceleration lane for northbound traffic on Ralph Fair Road. Secondary Access will be resident exit and emergency access only.

5. Other Concerns:

- Driveway separation, width, and turning radius to meet Fire Code. The development will meet all requirements for driveway separation, width and turn radius to meet Fire Code. The plans show a 26-foot width standards and 25 foot turning radius at all corners to meet fire code.
- Width of internal streets that area designed as driveways with 24' width. Will it be sufficient to support the density and vehicular traffic? Typically, local streets are 50' ROW. As confirmed in the pre-development courtesy review dated 12/09/22, the Project will not include any "internal streets". These will be maintained as shared access drive aisles similar to other multifamily projects with internal private drive aisles which are certainly sufficient to support the density of vehicular traffic within this gated community. As per the site section on page 4, internal drive aisles will be 26 feet in width and the building to building dimension will be 50 feet, allowing for 12 feet each side for green strips, paths/sidewalks, and a front yard planting area for trees and landscaping. In this respect, the profile view of building to building will look very similar (but a smaller scale) to the nearby prestigious community, The Dominion.

Staff may have additional comments after reviewing the information provided to address these comments.

Please address the comments listed above by February 15, 2023. If you have any questions, please feel free to contact us.

Sincerely,



Katie Schweitzer, P.E., Manager of
Engineering Services

cc: (via email)
Tobin Maples, AICP, City Manager
Carole Vanzant (Assistant City Manager)
Sandy Gorski, Public Works Admin. Assistant

Attached: Redlined Concept Plan
Botanica Fair Oaks

Botanica | Concept Presentation



Botanica Fair Oaks, A New Standard for Healthy Community Living

Set in the beautiful City of Fair Oaks Ranch, Botanica heralds a new design approach to modern development, cultural and community building.

Botanica residents will live in an exclusive, affordable-luxury, single-story apartment 55+ active adult Build-to-Rent community, with luxury amenities including a fitness center & pickleball courts, a community center & business lounge, outdoor 'secret garden' lounge spaces & outdoor summer kitchen, designer pool & relaxation cabanas, recessed fire pit, EV charging, and high-speed Internet connectivity throughout.

Botanica's ground-breaking health and wellness focused botanical village will combine Fair Oaks Ranch's aspirational rural residential lifestyle, with beautifully crafted, single story luxury apartments, which include the highest standard of design and finishes as standard.

We partnered with AgroSci, an industry leader in exterior and interior vertical wall manufacture and installation. Their line of Vertical Gardens, Green Walls and Boxwood designs add striking beauty and nature to our property, for the benefit of all residents.

Green open spaces and biophilic green walls and landscaping ensures that residents' health and wellbeing are at the center of Botanica's design. Designed to embody sustainability, longevity and greatly improve one's quality of life. Botanica has been carefully planned. The International WELL Building Institute's 'WELL Building Standard' will be met.

At Botanica, residents will benefit from construction and design philosophies that address standards in air, water, nourishment, light, fitness, and comfort. Our residents will enjoy a built environment that enhances quality of life. Botanica signals the arrival of a new standard in health & wellness living and community building.

Developed by Urbanist, Botanica blends sophisticated urban dynamics, with unique heritage and traditional neighborhood values. The result is a unique living environment, where people and the community at large will thrive.



Inspiration



Inspiration



Architectural Inspiration



Architectural Inspiration



Architectural Inspiration



Architectural Inspiration

It All Starts With A Plant

AgroSci Designs Soil Based Green Wall and Growing Systems that provides a consistently “managed root zone environment” = Simplicity and Sustainability.

Resulting In:

- Long Term Plant Sustainability
- Low Water and Resource Usage
- Low Maintenance



Versatile ~ Affordable ~ Sustainable



Outdoor

- Stainless steel grid panel structure
- Drip emitter system
- Individually planted pots

Indoor:

- Fully integrated panel system
- Self contained re-circulating watering
- Individually planted pots
- Phytoremediation system
- “Cleans and recycles indoor air”

Custom:

- Interior and Exterior Options
- Design Patterns with Base Planters



Green Wall Systems





LEGEND

- A-1
- A-2
- B

UNIT COUNT

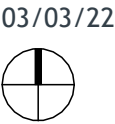
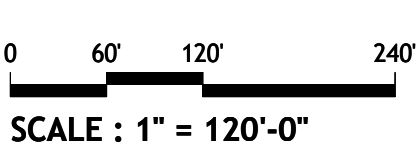
QUAD PLEXES: 10 BLOCKS x 4 =	40
ZERO-LOT- LINE: ORIGINAL COUNT =	184
- 21 UNITS =	163
+ 7 UNITS =	170
TOTAL UNITS	210
UPA =	10.60

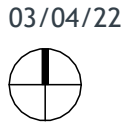
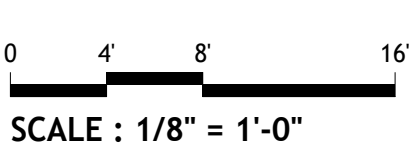
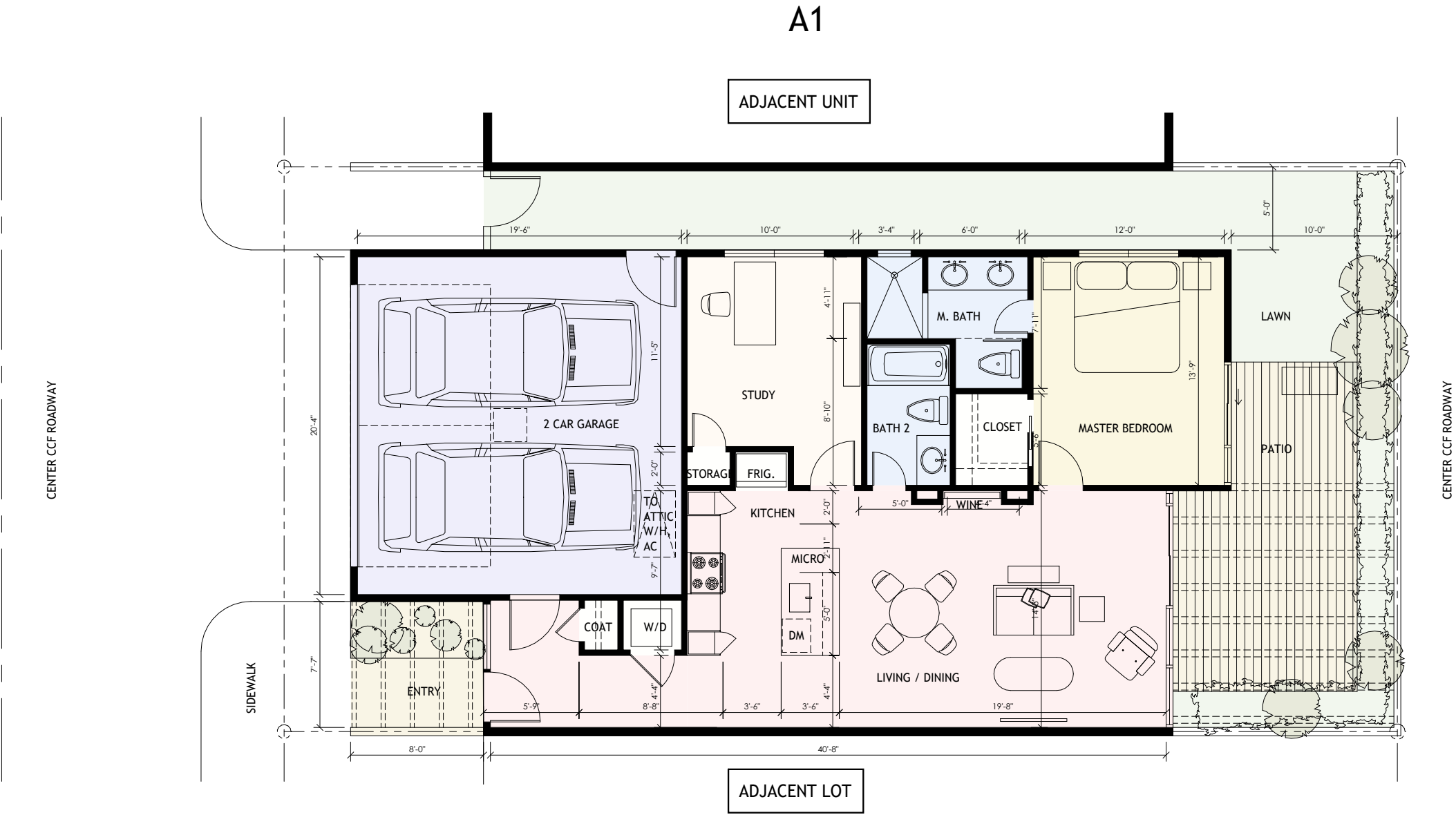
AMENITY

AMENITY BUILDING 5,000 SF

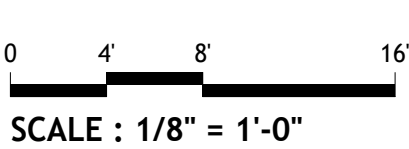
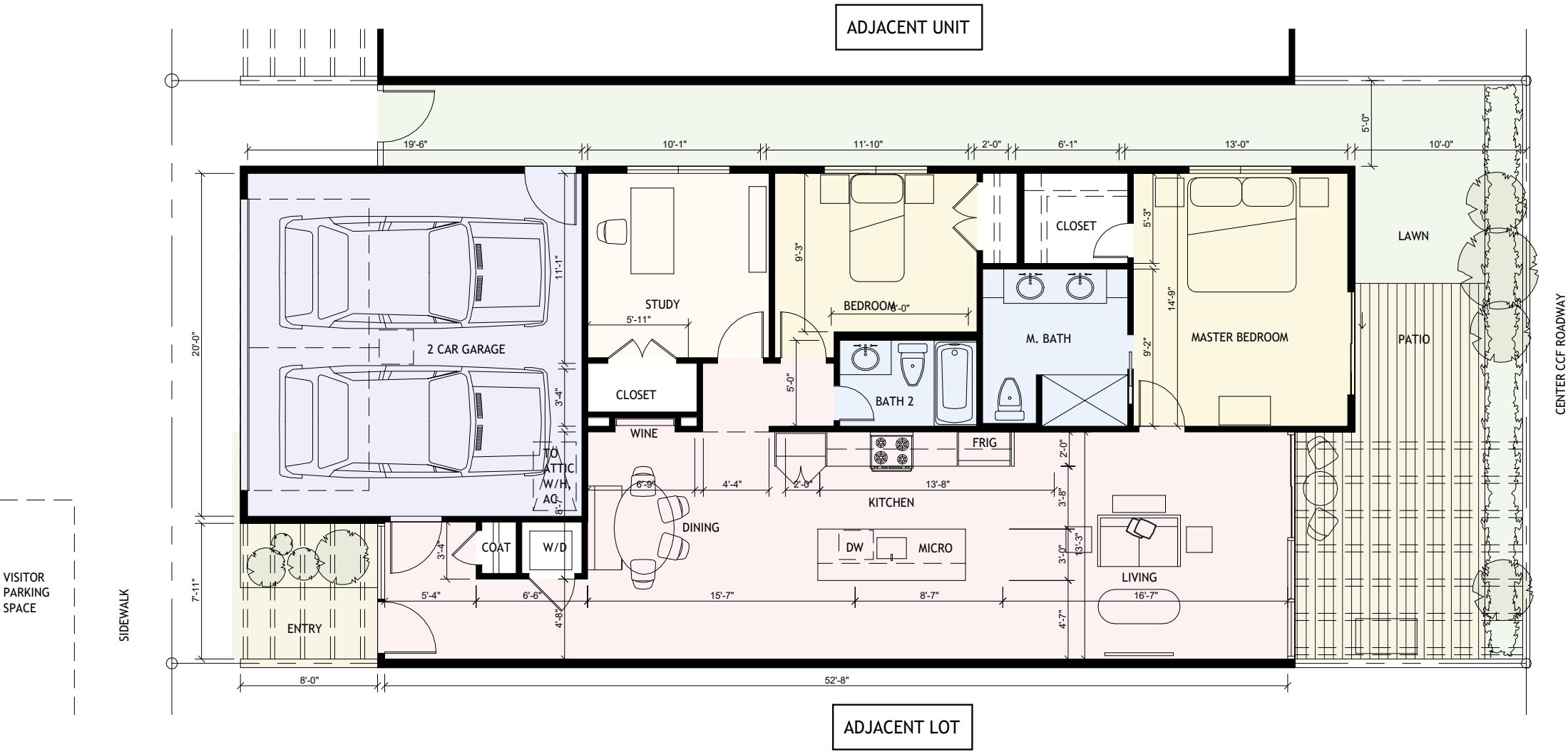
PARKING

UNITS	340
SURFACE	148

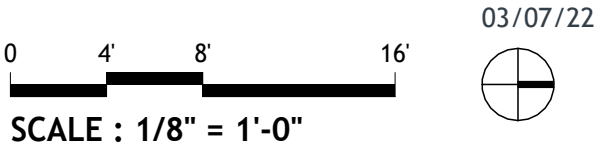
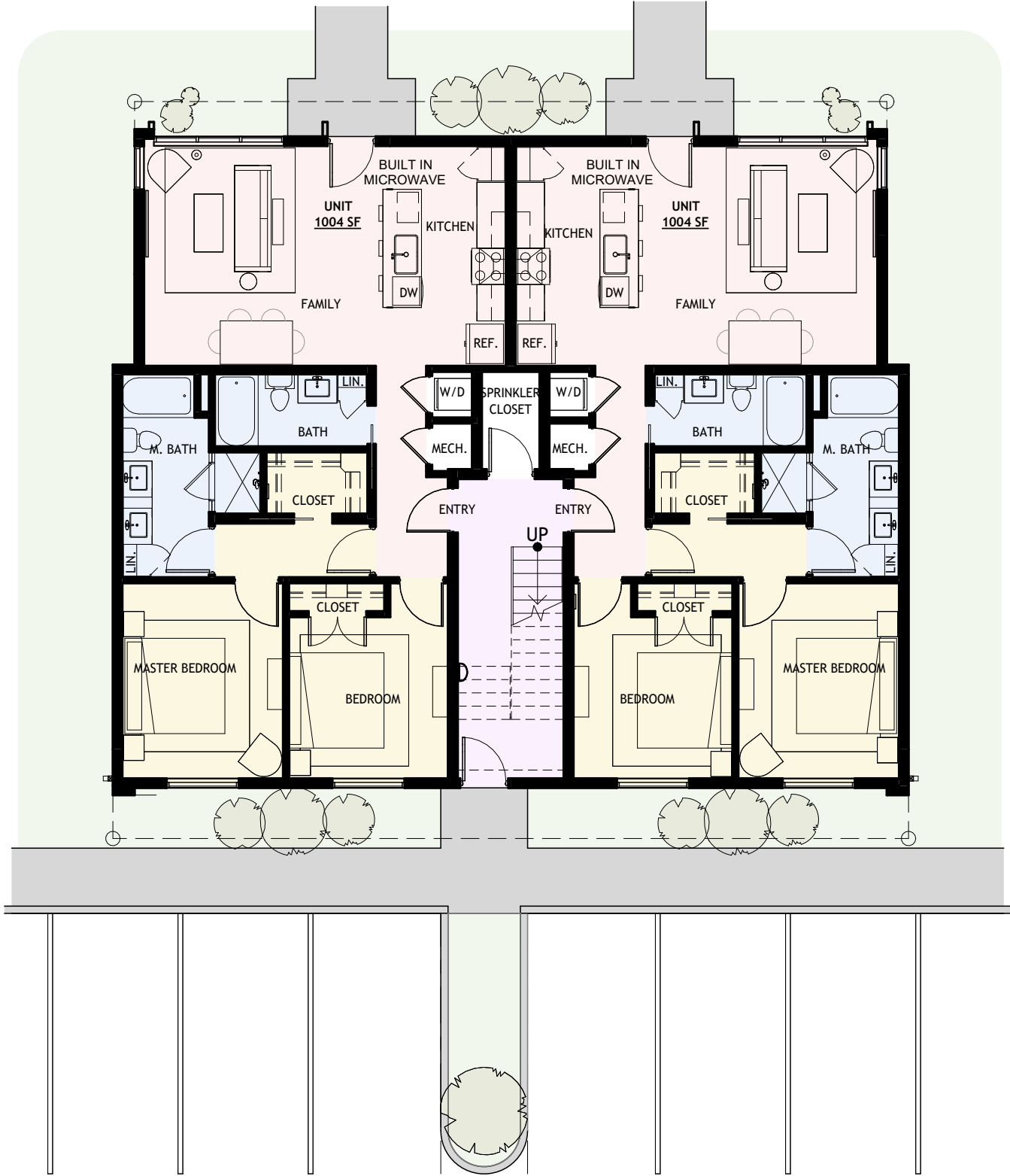




A2

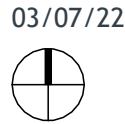


RALPH FAIR ROAD





0 4' 8' 16'
SCALE : 3/32" = 1'-0"



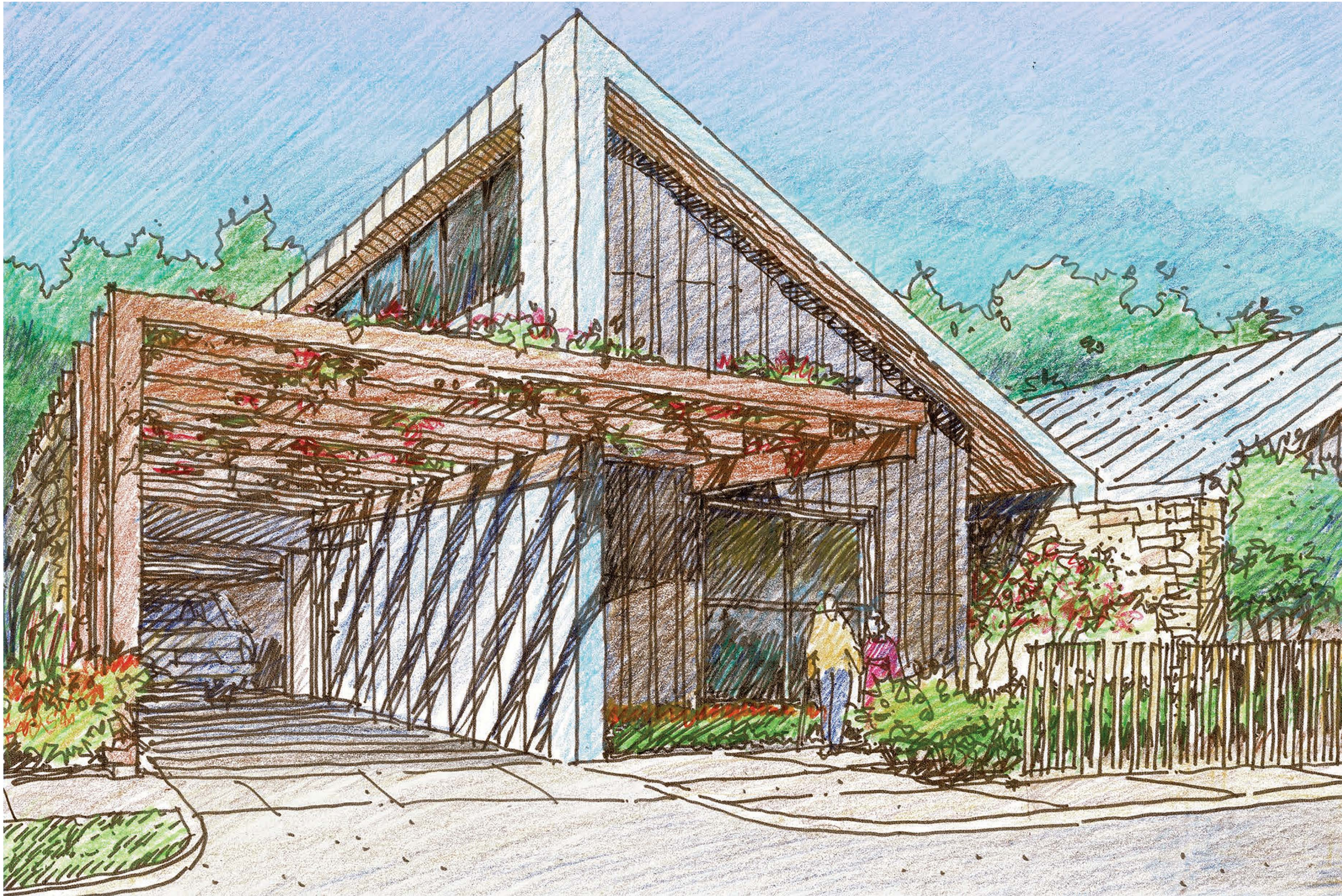


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03/08/22

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Concept Sketch















Amenity Center - Ball Room



Amenity Center - Craft Room



Amenity Center - Cinema Room



Amenity Center - Board Room



Amenity Center -Aerobic Room



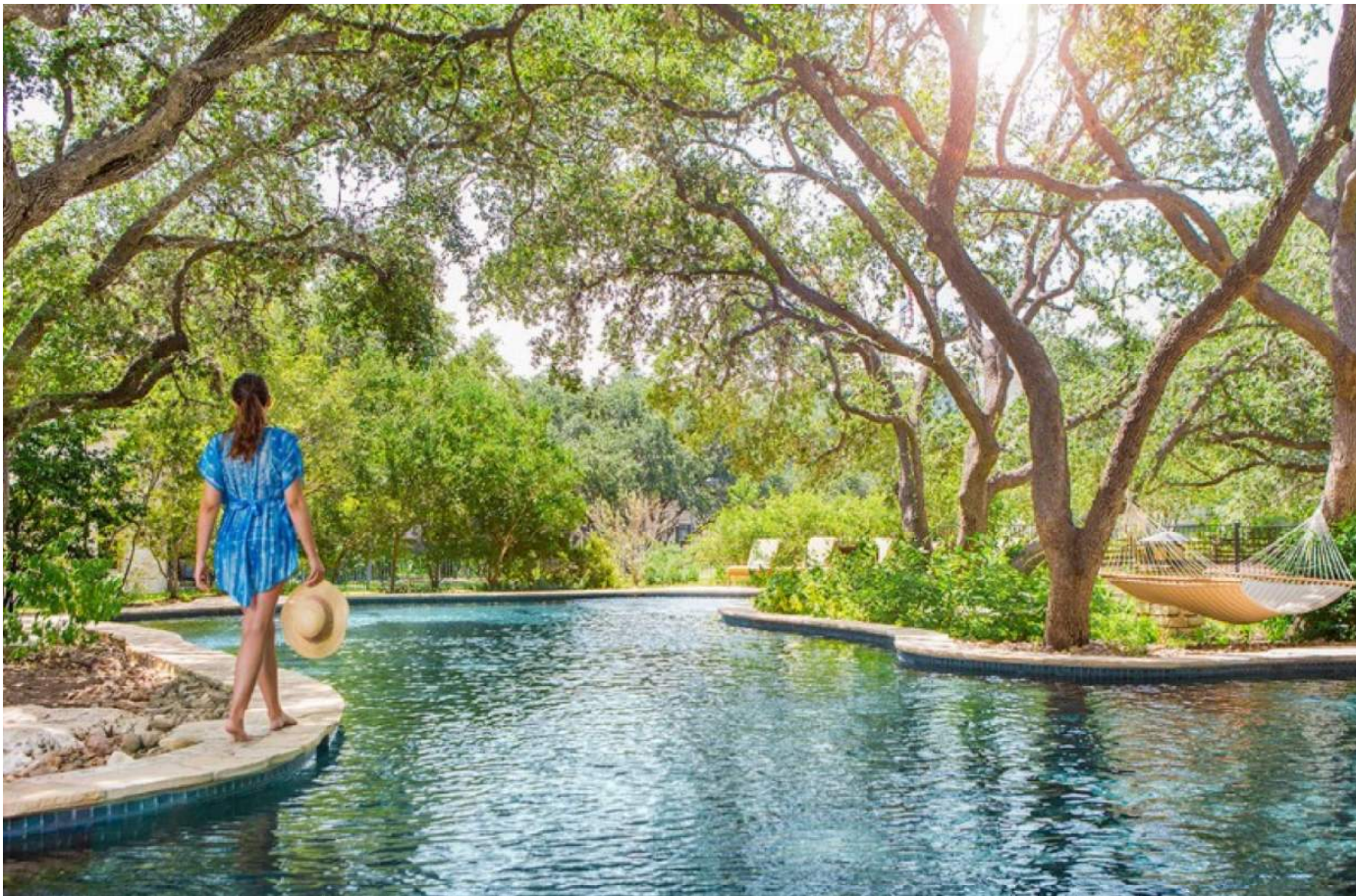
Amenity Center - Weight Room



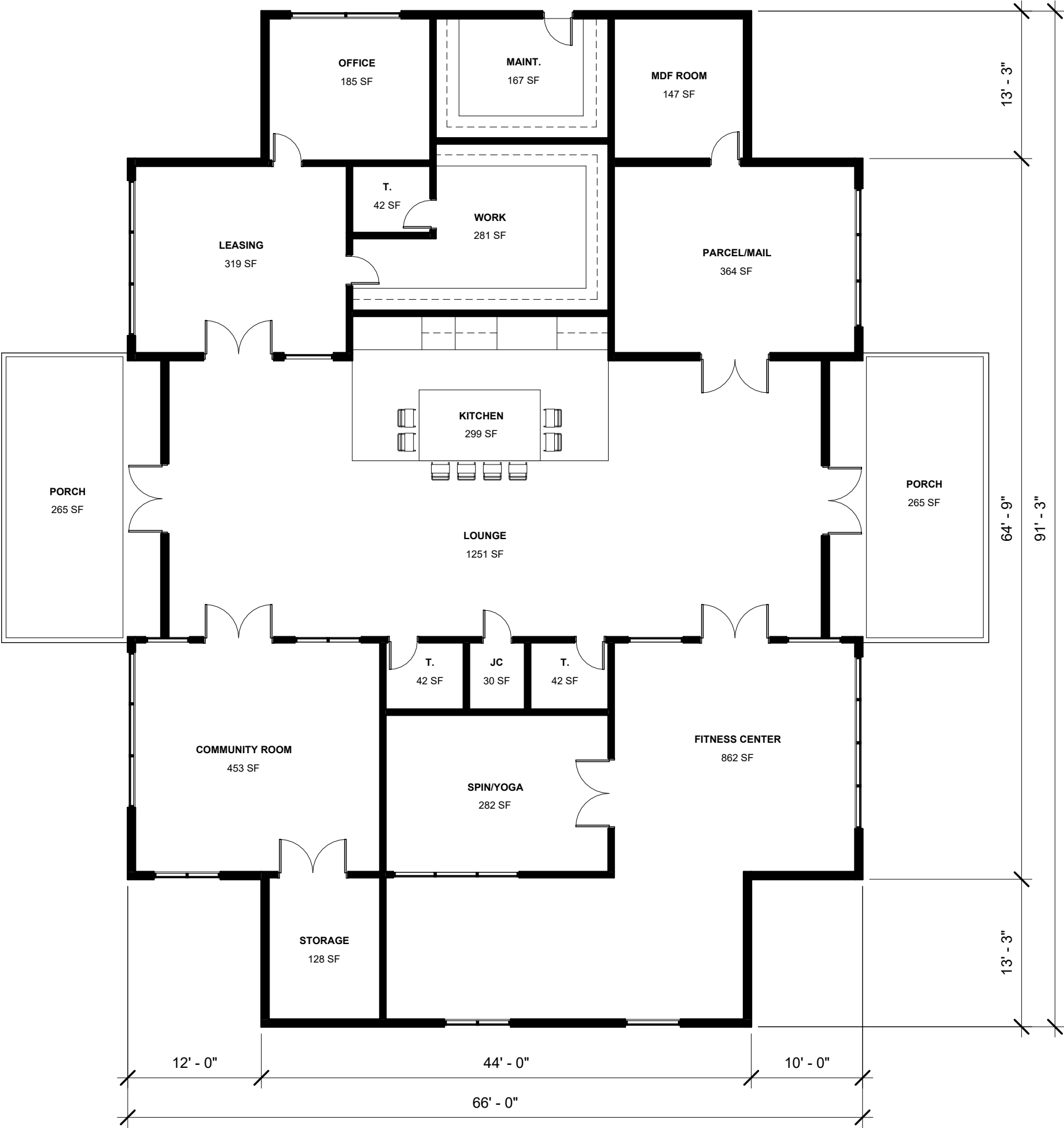
Amenity Center - Outside Seating



Amenity Center - Outside Seating



Amenity Center - Lap Pool



1 AMENITY CENTER
1" = 10'-0"

- c. A Special Use Permit (S) is allowed **only if approved by City Council** in accordance the standards found in Section 3.7.
- d. Not Permitted (NP)
- (2) For uses not listed, the City Manager shall use the descriptions found in Appendix B: Definitions to determine how an unlisted use should be treated. The City Manager shall produce an administrative policy for addressing unlisted uses, consistent with all other provisions of this UDC, either allowing for administrative decisions by the City Manager or requiring legislative action by the City Council, or a combination of both the above, depending on the circumstance.

Table 4.2: Use Table

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

Zoning District	Mixed Use Village	Neighborhood Commercial	Community Facilities	Logistics	Existing Residential	Neighborhood Residential	Rural Residential	Open Space ¹
Commercial/ Office <u>with drive through facility</u>	P	NP	NP	NP	NP	NP	NP	NP
Pet and animal sales or service	P	NP	NP	P	NP	NP	NP	NP
Fitness, recreational sports, gym, athletic club, dance or yoga studio	P	P	P	P	NP	NP	NP	NP
Parks, greens, plazas, squares, and playgrounds	P	P	P	P	P	P	P	P
Business associations and professional membership organizations	P	P	P	P	NP	NP	NP	NP
Childcare, day care, and preschools	P/C	P/C	P/C	NP	NP	NP	NP	NP
Family home child care	P/C	P/C	P/C	NP	S	S	S	NP
Schools, libraries, and community/civic facilities	P	NP	P	NP	NP	NP	NP	NP
Religious Institutions	NP	NP	P	P	NP	NP	NP	NP
Universities and Colleges and Technical, trade, and specialty schools	P	NP	P	P	NP	NP	NP	NP
Hospitals and nursing establishments	P	NP	P	NP	NP	NP	NP	NP
Social, fraternal and philanthropic organizations	P	P	P	P	NP	NP	NP	NP
Transitional Housing	S	S	S	S	S	S	S	NP
Community or Group Homes	P/C	P/C	P/C	P/C	P/C	P/C	P/C	NP
Public administration uses (including local, state, and federal government uses, public safety, health and human services)	P	P	P	P	NP	NP	NP	NP

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

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

¹ Open Spaces are reserved for active or passive recreation, and for the preservation of land in its natural state. Building on, or modification of, land in Open Space districts is generally prohibited except where incidental to a larger purpose of preserving and enhancing Open Space areas; or, where necessary for public health and safety purposes. The only exception is the category in Table 4.2 described as “Parks, greens, plazas, squares, and playgrounds.” These uses are allowed in Open Space districts, provided that vertical construction is kept to a minimum and, in the opinion of the City Manager, the primary purpose of the land use is not to provide for activity intended for other districts nor to otherwise circumvent this provision and the intent of this zoning UDC and the Comprehensive Plan of Fair Oaks Ranch.

Section 4.10 Conditional Uses

(1) Retail Sales or Service with Drive Through Facility

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



March 30, 2023

Via Email: bcodes@fairoaksranchtx.org

City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Re: Botanica Fair Oaks

To whom it may concern:

Please consider this a letter of extension to Concept Plan the above referenced development. We are formally requesting a 30 day extension of the Botanica Fair Oaks Concept Plan.

The property is located east of Ralph Fair Road between Dietz Elkhorn Road and Arbor Falls. The new development's specific land uses will be determined as the planning process proceeds, but initial concept plans are proposing a multifamily development.

If you have questions or require any additional information, please do not hesitate to contact our office at your earliest convenience.

Sincerely,
Pape-Dawson Engineers, Inc.

A handwritten signature in blue ink, appearing to read 'Thomas M. Carter'.

Thomas M Carter, P.E.
Senior Vice President

Attachments

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CITY COUNCIL WORKSHOP

CITY OF FAIR OAKS RANCH, TEXAS

April 6, 2022

AGENDA TOPIC: FY 2023-24 Budget Calendar

DATE: April 6, 2022

DEPARTMENT: Administration

PRESENTED BY: Scott M. Huizenga, Assistant City Manager, Administrative Services

INTRODUCTION/BACKGROUND:

On March 21, the Finance Department provided instructions to staff to prepare departmental budget requests for the FY 2023-24 Budget. Staff will have approximately one month to complete its budget requests. In May, departments will meet first with the Finance Department, and then the City Manager, to complete the first draft budget for City Council review.

The *draft* FY 2023-24 Budget Calendar includes four budget workshops in June and July in which the City Council may review in detail each of the operational departmental budgets and the Capital Improvements Plan. In August, the City Council will consider the FY 2023-24 Proposed Budget and the Proposed Maximum Tax rate inclusive of changes resulting from the budget workshops. The first and second readings of the budget and tax ordinances are scheduled for September 14 and September 21, respectively.

This workshop will review the draft budget calendar and solicit feedback from the City Council on the schedule, the preferred format of the budget workshops, and the desired documentation for the workshops. The frequency of budget workshops and the types of budget presentations have varied in the last several years. Questions to consider for the workshop may include, but are not limited to:

- How often would the City Council like to meet on the draft budget? Is there a desire for special meetings in lieu of, or in addition to, the proposed workshops during Regular Council Meetings?
- What types of documentation and backup material should staff provide as part of the budget workshops?
- What is the desired presentation format for the budget workshops (e.g., formal presentation vs Question-and-Answer)?
- Should the Council schedule a planning meeting or workshop to focus on the Strategic Action Plan, identify budget goals and priorities, or further discuss the budget calendar?

RECOMMENDATION/PROPOSED MOTION:

No formal action is required. The intended outcome is to draft a final budget calendar and to provide clarity to staff in the expectations from the City Council for the FY 2023-24 Budget process.

FY 2023-24 BUDGET CALENDAR

Budget Planning	March 2	COUNCIL: 5-Year Financial Plan to Council
	April 6	COUNCIL: Present Budget Calendar to Council
	April 20	COUNCIL: Five-Year Financial Plan Baseline Assumptions
	May 4	COUNCIL: Present Preliminary Tax Rolls
	May	COUNCIL PLANNING MEETING: Strategic Action Plan, Budget Goals and Review Budget Calendar
Budget Development	June 1 (Regular Meeting)	*COUNCIL* Budget 101 and Budget Overview Mayor and Council and Administration Budgets
	June 15 (Regular Meeting)	*COUNCIL* Public Safety, City Secretary, Municipal Court, HR/Communications, Finance, IT
	July 6 (Regular Meeting)	*COUNCIL* Public Works General Fund and Utility
	July 20 (Regular Meeting)	*COUNCIL* CIP and any additional departmental questions
Budget Presentation, Consideration, and Adoption	July 25	Deadline for Chief Appraisers to deliver certified rolls or certified estimates to taxing units and certification of anticipated collection rate by tax collector. (Tax Code Sec. 26.01(a-1))
	August 3 (Regular Meeting)	Finance Director submits the No-New Revenue and Voter Approval rates to City Council. (Tax Code Sec 26.04(e)). Calculation forms must be certified and posted to the Truth in Taxation websites for the appraisal districts Finance Director posts the calculated no-new-revenue tax rate and voter approval tax rate, along with certain debt information on the home page of the City's website using form prescribed by comptroller (Tax Code Sec 26.04(e)).
	August 17 (Regular Meeting)	City Council confirms maximum proposed tax rate and Council takes a record vote. (Tax Code Sec 26.061(b)) City Council schedules one public hearing on the budget (LGC 102.006 (a-b)) and a meeting to vote on the tax rate (Tax Code Sec. 26.05(d)); (Tax Code Sec 26.06) Formal Budget Submittal + Budget Summary Presentation
	August 21	City Manager files budget with City Secretary (LGC Sec. 102.005(a)) City Secretary ensures the proposed budget is available on the website and available for inspection at City Hall (LGC Sec. 102.005(c))
	September 14 (Special Meeting)	Public Hearing for proposed budget and tax rate. Council Meeting for the First Reading of Budget and Tax Rate Ordinances is held.
	September 21	Second Reading and adoption of the Budget and Tax Rate ordinances.



CITY COUNCIL WORKSHOP

CITY OF FAIR OAKS RANCH, TEXAS

April 6, 2023

AGENDA TOPIC: Proposed Amendments to Drought Contingency Plan

DATE: April 6, 2023

DEPARTMENT: Public Works

PRESENTED BY: Kelsey Delgado, Environmental Program Manager

INTRODUCTION/BACKGROUND:

In 2022, the City experienced a record-breaking drought. For the first time since the Drought Contingency Plan had been updated in 2013, our water utility initiated Drought Stage 2. This workshop presentation was developed in response to lessons learned from the ongoing drought and to gauge Council's interest in updating the Drought Contingency Plan's initiation triggers and restrictions. Doing so can improve our response to, and conservation during, future drought conditions.

Several possible updates to the Plan have been evaluated that could be incorporated to better protect our infrastructure and aid in water conservation to ensure all customers have potable water for essential uses. This workshop will provide a brief background on the city's water utility and drought history, review possible trigger and restriction updates, and discuss a possible drought surcharge appeal process to provide an avenue for relief from surcharges associated with extreme leaks.

Staff is seeking Council guidance regarding future Drought Contingency Plan updates, if any. No formal Council action is requested as part of this workshop.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Better protect and preserve the city's water resources and infrastructure.
- Helps conserve water during times of extreme drought to ensure all utility customers have potable water for essential uses.
- Provides surcharge relief to Fair Oaks Ranch Utility customers who experience extreme water leaks during a drought stage.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

N/A

Drought Contingency Plan Workshop

Kelsey Delgado, Environmental Program Manager

06 April 2023



Purpose

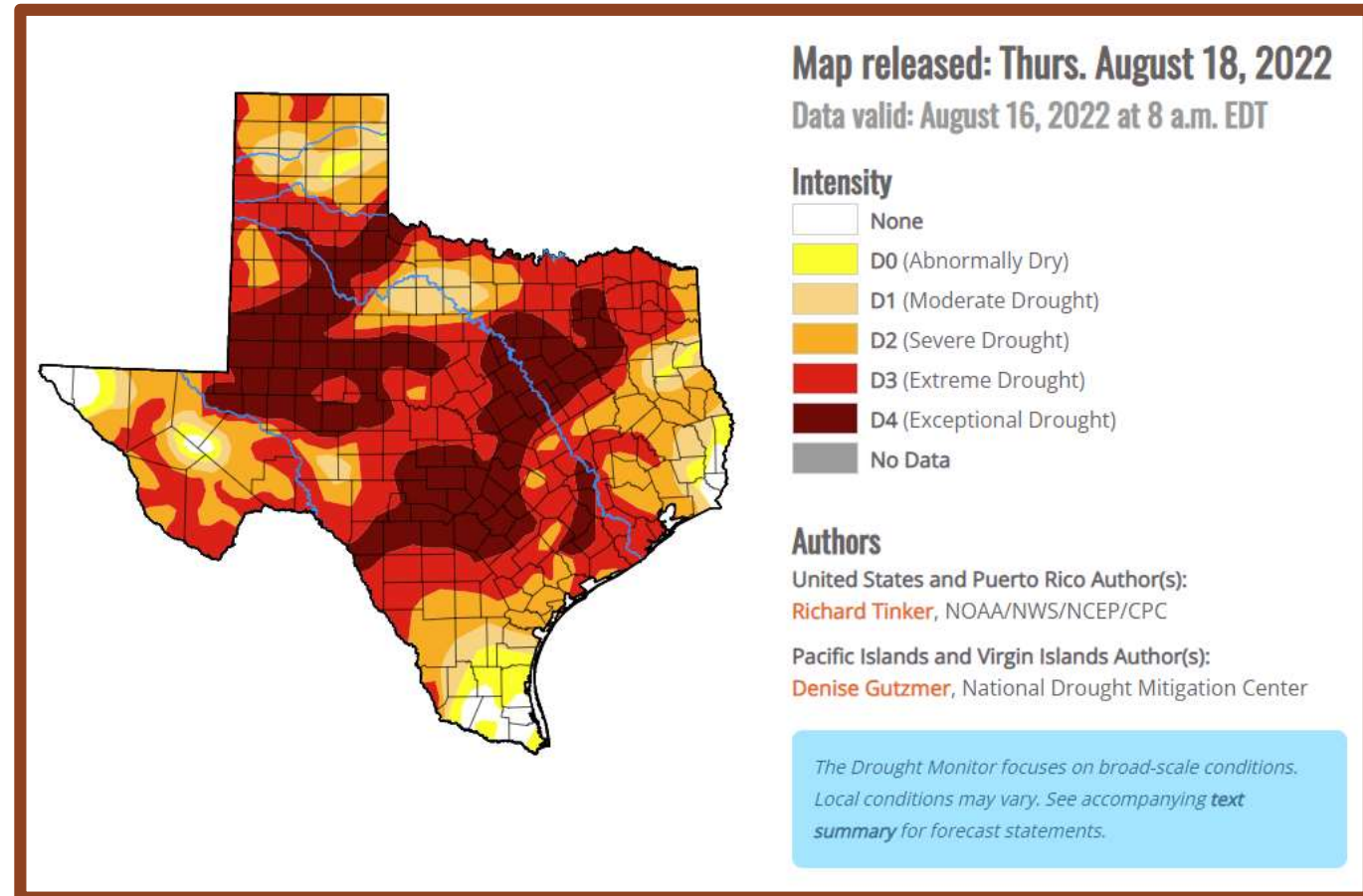
- Based on lessons learned from Summer 2022, staff is seeking guidance from City Council in updating the Drought Contingency Plan.
- Discuss possible stage initiation triggers and restriction updates which, if implemented, could improve conservation and protect our infrastructure and resources during drought conditions.

Background

2022 was an exceptionally hot and dry year.

For the first time since the Drought Contingency Plan was updated in 2013, we had entered Stage 2. What we have seen so far:

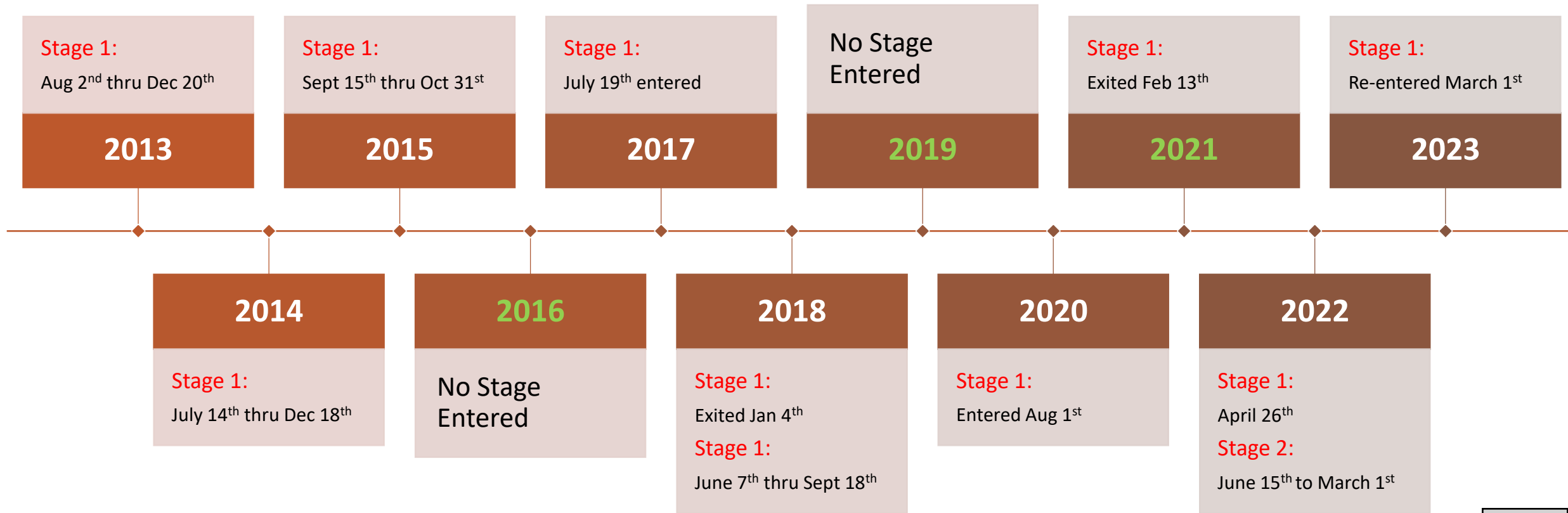
- Increased severity of drought
- Continued stress on our water utility
- The need for more water conservation practices to prevent us moving into stricter drought stages



Lessons Learned from Summer 2022

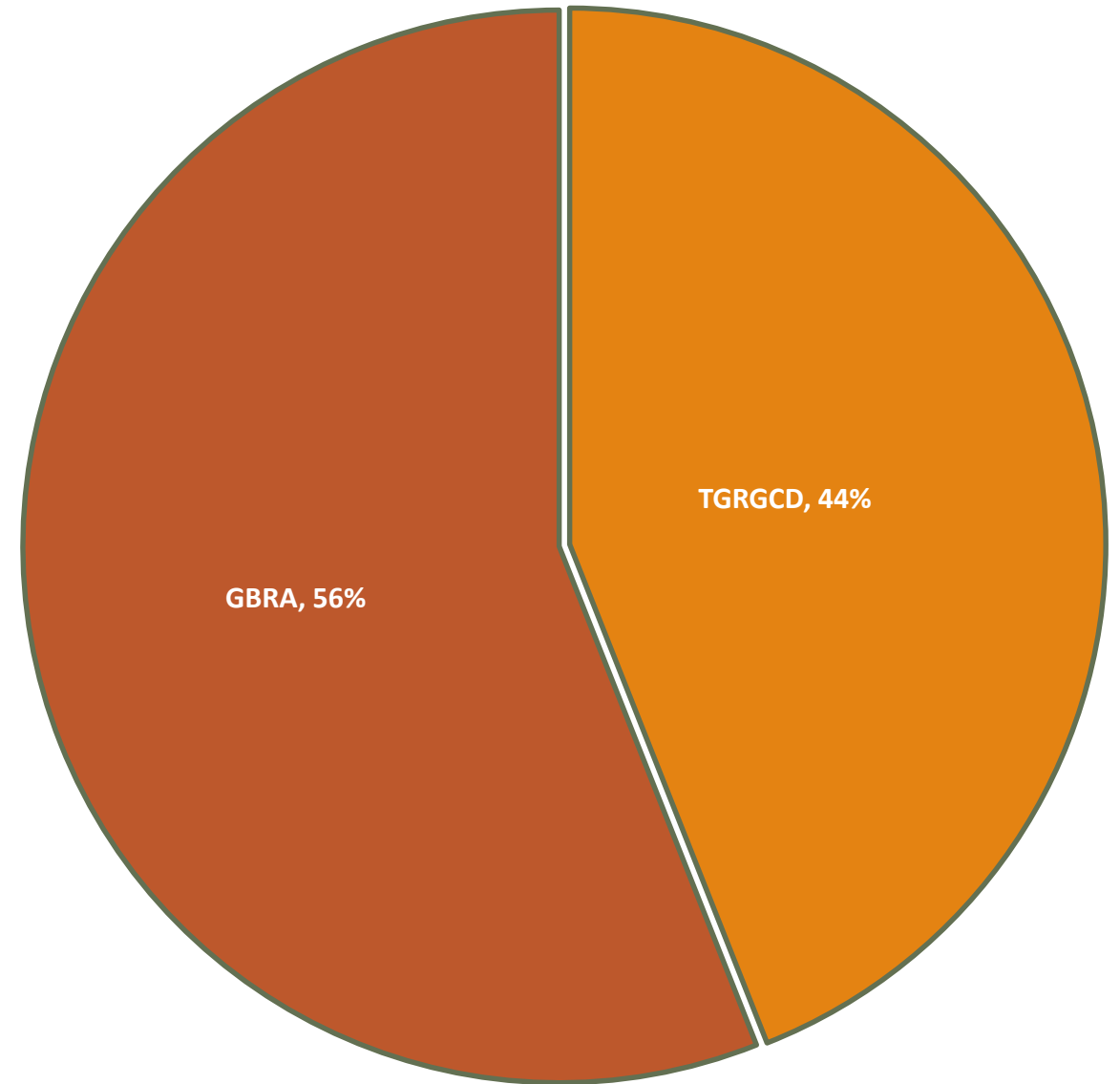
- Faced challenges in our water utility due to high water usage during a significant drought
- Drought Stage 2 implemented early by Order of the Mayor to avoid pressure loss issues (i.e. boil water notices) and system failure
- Difficulty meeting demand surges (watering hours) heightened by inadequate storage capacity. High demand led to intermittent system shut down to prevent damage to pump station equipment.
- Well production (GPM) decreased on average by 25% (some wells >60%) as groundwater levels dropped. Increase in GBRA purchased water helped cover deficit.

Drought Stage History



Water Providers for Fair Oaks Ranch

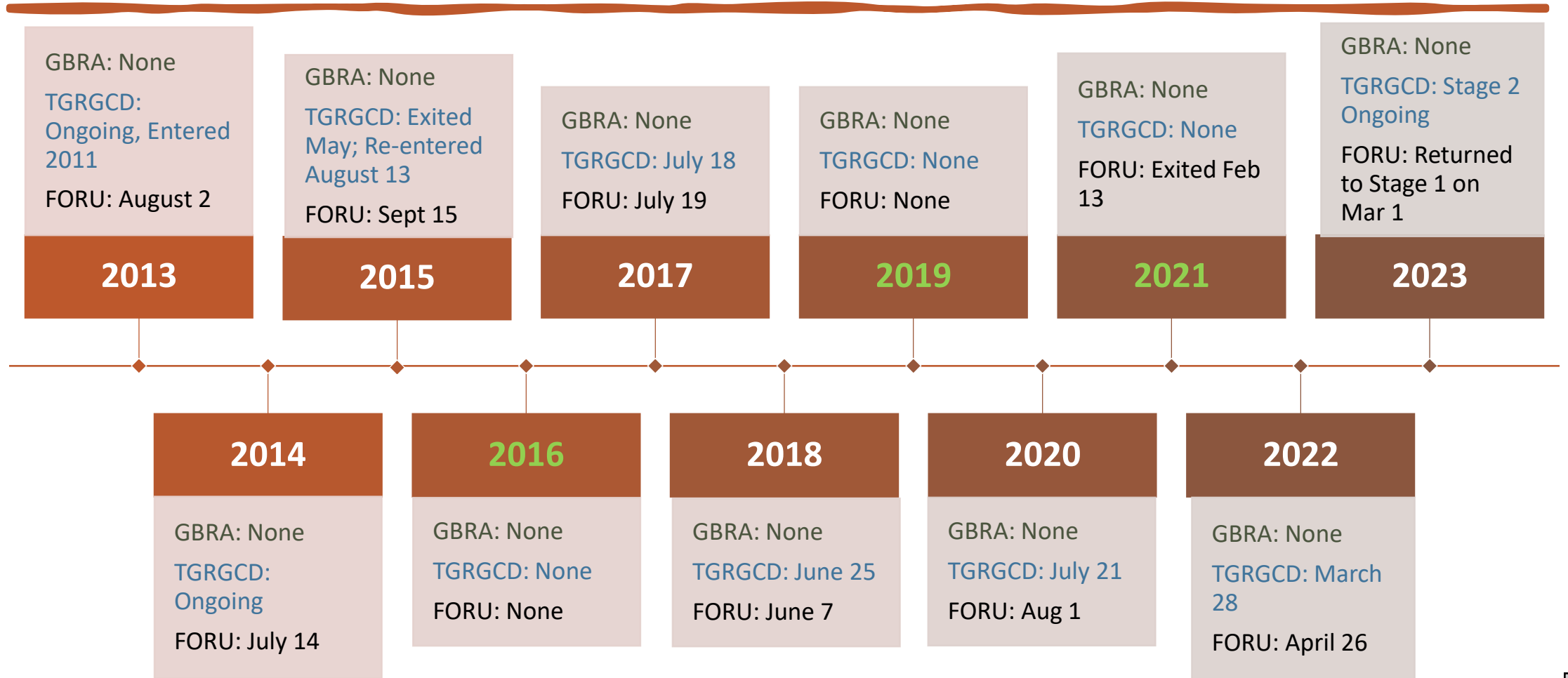
- Fair Oaks Water Utility – 3206 connections*
 - 44% groundwater (TGRGCD)
 - 56% surface water (GBRA)



Suggested Trigger Updates

- Add Trinity Glen Rose Groundwater Conservation District (TGRGCD) as a trigger for stage initiation
 - Would need to meet 2 of 4 triggers for initiation
 - *Current Triggers (Must meet 2 of 3): Observation well level, Average consumption, GBRA Drought Initiation*
- Heighten water level average in FORU observation well.
 - Stage 1: 1,045 feet (*currently at same level*)
 - Stage 2: 1,035 feet (*currently at 1,030 feet*)
 - Stage 3: 1,020 feet (*currently at 1,015 feet*)
 - Current drought reached a low of 1024' in Oct 2022.

Historical Drought Trigger Dates



Suggested Restriction Updates

Stage 1

- All landscape water permits are rescinded except for newly built homes*
 - *Add exception for newly purchased lawns within the last seven (7) days prior to Stage 1 implementation.*

Stage 2

- Watering times are shortened to once a week from 8pm to midnight (*eliminating midnight to 10am*)
- Landscape water permits for new lawn purchases are rescinded
- Swimming pools shall be covered by 25% of it's surface area.
- Golf Course watering is limited to effluent and non-potable irrigation well water, unless otherwise approved by City Manager or designee

Stage 3

- Clarification added for the moratorium on landscaping and construction of pools restriction. This would entail a moratorium on *irrigation and pool permits*.
 - *Additionally, pools under construction during Stage 3 would need to be filled with water from a source other than FORU, unless otherwise approved by City Manager or designee.*

Suggested Surcharge Updates

- Residential surcharges lowered and initiated in intervals of 5,000 gallons:
 - Stage 1 – 20,000 gallons (*currently at 25,000 gallons*)
 - Stage 2 – 15,000 gallons (*currently at 18,000 gallons*)
 - Stage 3 – 10,000 gallons (*currently at 18,000 gallons*)
- Add Commercial surcharges which will be initiated in intervals of 10,000 gallons:
 - Stage 1 – 50,000 gallons
 - Stage 2 – 40,000 gallons
 - Stage 3 – 30,000 gallons

FORU Customer Water Consumption by Suggested Surcharge Initiation

69.85% used
 \leq 20,000
gallons

52.30% used
 \leq 15,000
gallons

33.95% used
 \leq 10,000
gallons

2022 Residential Water Consumption Average

Summer

(June thru Sept)

MONTHLY: 19,070

TOTAL: 76,282

Winter

(Jan, Feb & Dec)

MONTHLY: 8,395

TOTAL: 25,185

Drought Surcharge Appeal

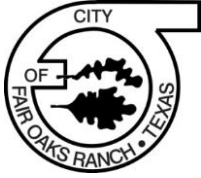
- A petition to remove drought surcharges from a monthly statement may be submitted in writing to the City Manager or designee for customers that experience an **extreme leak**.
- **Extreme Leak** Definition:
 - Monthly consumption exceeds the customers' two year average* for that same month by double
 - *If two years' worth of data is unavailable, water consumption must be more than three times the amount used from the previous month
- Process for Appeal Consideration:
 - Provide request in writing including details of water leak
 - Include Proof repair within 30 days of discovery or notification from City
 - City notify resident of determination after review and consideration

Separate from a Leak Appeal and may be considered for any leak found on customers' property

Summary of Suggested Updates

- Heightening Observation Well reads to 1,045 ft, 1,035 ft, 1,020 ft
- Adding TGRGCD as a trigger for initiation
- Adding an exception for new lawn purchases within 7 days of Stage 1 initiation
- Shortening Watering times at Stage 2 from 8pm to midnight
- Shift Golf Course watering to effluent and non-potable irrigation well sources at Stage 2
- Residential Surcharge Initiations changes
 - Stage 1 – Implement at 20,000 gallons
 - Stage 2 – Implement at 15,000 gallons
 - Stage 3 – Implement at 10,000 gallons
- Commercial Surcharge Initiation
 - Stage 1 – Implement at 50,000 gallons
 - Stage 2 – Implement at 40,000 gallons
 - Stage 3 – Implement at 30,000 gallons

Questions?



CITY COUNCIL WORKSHOP
CITY OF FAIR OAKS RANCH, TEXAS
April 6, 2022

AGENDA TOPIC: Discussion and possible action to shape and frame the Q2 Town Hall meeting
DATE: April 6, 2022
DEPARTMENT: City Council
PRESENTED BY: Gregory C. Maxton, Mayor

INTRODUCTION/BACKGROUND:

On March 16, 2023, Council established that the Q2 Town Hall will be held at 6:30 PM on April 18th at the Spring Creek United Methodist Church. Council selected the Wastewater Treatment Plant as the primary topic and the disaster response to the recent winter storm as the secondary topic.

The purpose of this workshop is to provide City Council with an opportunity to provide guidance regarding desired speaking rolls, presentation ownership, supportive materials, talking point, etc.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This town hall corresponds with Priority 3.2 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Wastewater Treatment in Accordance with CCN Obligations. The town hall also corresponds with Priority 4.5, Establish a Formal Emergency Response Plan.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

TBD

LEGAL ANALYSIS:

No Legal analysis was required for his agenda item.

RECOMMENDATION/PROPOSED MOTION:

No formal action is required. The goal is to provide staff with insight and direction regarding the Q2 Town Hall meeting.

To: Honorable Mayor Gregory C. Maxton and City Council Members
City of Fair Oaks Ranch

**Capital Improvements Advisory Committee Semiannual Progress Report
March 2, 2023 Meeting**

Overview:

A Capital Improvements Plan is required by LGC § 395, *Financing Capital Improvements Required by New Development in Municipalities, Counties and Certain other Local Governments*. The plan is to identify capital improvements or facility expansions required by new service units projected; and to include a description of the service area and projection of changes in land uses, densities, intensities, and populations in the service area over a 10-year period. Since the City imposes an impact fee, a periodic review shall be performed at least every five years to determine the need of updating the plans and/or impact fees.

To partially pay for the extension of its Water and Wastewater systems attributable to new development, the City of Fair Oaks Ranch has opted to charge impact fees as allowed under Texas Local Government Code Title 12. Subtitle C. Chapter 395 (Code).

The Code requires the governing body (City) to appoint a Capital Improvements Advisory Committee (CIAC). The CIAC serves in an advisory capacity and is established to:

1. advise and assist the City in adopting land use assumptions;
2. review the capital improvements plan and file written comments;
3. monitor and evaluate implementation of the capital improvements plan;
4. file semiannual reports with respect to the progress of the capital improvements plan and report to the City any perceived inequities in implementing the plan or imposing the impact fee; and
5. advise the City of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

Progress Report:

Chairperson Mebane called the semi-annual CIAC meeting to order at 9:00 AM, Thursday, March 2, 2023. Below are the members present along with their designation and term expiration:

Paul Mebane, Chair (At Large) 9/30/25
Vice Chair Chris Weigand (Real Estate) 9/30/23
Joe DeCola (Real Estate) 9/30/24
John Guidry (At Large) 9/30/24
Seth Mitchell (At Large) 9/30/24
Ben Koerner (At Large) 9/30/23
Arthur Waterman (Building) 9/30/23
Marcus Garcia (Development) 9/30/25

Chairperson Mebane declared a quorum present.

Absent was:

Dana Green (Development) 9/30/25

Council and Staff Present:

Emily Stroup – Council Representative
 Gregory C. Maxton, Mayor
 Grant Watanabe, P.E. – Director of Public Works & Engineering Services
 Katherine Schweitzer, P.E. – Manager of Engineering Services
 Julio Colunga, Assistant Director of Public Works
 Sandra Gorski, Public Works Administrative Assistant
 Rosie Vela, Finance Director
 Amanda Valdez, TRMC – Deputy City Secretary

Following introductions, staff provided updates on Capital Improvement Plans and Impact Fee Capital Projects. Staff also provided an update on Land Use Assumptions and answered questions of the members.

COMMITTEE RECOMMENDATIONS:

1. While there have been no significant changes to the Capital Improvement Plan or Land Use Assumptions, it is recognized that costs are rising, and home building is slowing. We talked to Freese & Nichols about updating their 2019 Impact Fee Report. They indicated it would not be as simple as applying escalation factors across the board, and it would be better to have the Capital Improvement Plan project cost estimates and Land Use Assumptions updated to prepare a new report. It is recommended that the Water, Wastewater and Reuse Master Plan be updated in early FY23-24 to present new impact fee recommendations to Council in early 2025. [It is noted that New Braunfels recently updated their impact fees to a total of \$25,000 for both water and wastewater, compared to FOR's current \$15,000 for both.]
2. The 2022 Garver Wastewater Treatment Study recommended upgrading the existing wastewater treatment plant at an estimated cost of approximately \$17M. The cost of a new wastewater treatment plant (which is in the current Capital Improvement Plan prepared in 2019) was about \$18M. Garver estimated the cost of such a new plant now to be around \$50M. We have indications that construction costs have generally doubled compared to a few years ago.
3. The current Land Use Assumptions assume Fair Oaks Ranch buildout for water and wastewater infrastructure by 2033. Currently, the rate of home building is not keeping up with the progress to achieve this and is slowing with the economy. Tracking data of water and wastewater meters shows Fair Oaks Ranch homes requiring meters in 2022 to be about 50% of what it had been in the previous two years.
4. The Committee is open to supporting additional duties as assigned by the City Council. Per adopted Rules of Procedures, these may include reviewing proposed Capital Improvement Plans, providing written comments on those plans and monitoring and evaluating implantation of those plans.

The next Semi Annual CIAC meeting will take place on September 7, 2023.

Signed: Paul Mebane
 Paul Mebane, CIAC Chairperson

Date: March 27, 2023