

CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, April 17, 2025 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.

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.

4. Approval of the April 3, 2025 Regular City Council meeting minutes

Christina Picioccio, TRMC, City Secretary

5. Approval of the second reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 3 Building Regulations, Article 3.03 Building Code, Article 3.04 Residential Code, Article 3.05 Energy Code, Article 3.06 Plumbing, Article 3.07 Electricity, Article 3.08 Mechanical Code, Article 3.09 Fuel Gas Code, Article 3.11 Swimming Pools and Spas, and Chapter 5 Fire Prevention and Protection, Article 5.02 Fire Code

Scott Davis, Building Official

6. Approval of a resolution authorizing the execution of an agreement with Perdue Brandon Fielder Collins & Mott, L.L.P. for the collection of delinquent utility accounts and execution of all applicable documents by the City Manager

Clayton Hoelscher, Procurement Manager

7. Approval of the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.002 Stop and Yield Signs by establishing a four-way stop intersection at Battle Intense, High Eschelon, and Hansel Drive

Carole Vanzant, CPM, Assistant City Manager

- [8.](#) Approval of the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 Prima Facie Speed Limit by reducing the maximum speed limit on No Le Hace between Fair Oaks Parkway and Dietz Elkhorn to 25 miles per hour

Carole Vanzant, CPM, Assistant City Manager

CONSIDERATION/DISCUSSION ITEMS

- [9.](#) Consideration and possible action approving a resolution authorizing execution of a Chapter 377 project funding agreement with the Fair Oaks Ranch Municipal Development District, and execution of all applicable documents by the City Manager

Scott M. Huizenga, ICMA-CM, City Manager

- [10.](#) Approval of a resolution authorizing the execution of an agreement with AAA Time Saver Services for the construction of a gateway feature monument

Clayton Hoelscher, Procurement Manager

- [11.](#) Consideration and possible action approving an amendment to the Municipal Development District Budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025

Summer Fleming, CGFO, Director of Finance

- [12.](#) Consideration and possible action approving the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025

Summer Fleming, CGFO, Director of Finance

- [13.](#) Consideration and possible action approving a resolution adopting the proposed benchmark organizations for the FY 2024-25 Compensation and Benefits Study

Jim Williams, MBA, ICMA-CM, Assistant City Manager

- [14.](#) Consideration and possible action approving a resolution amending the City of Fair Oaks Ranch's Personnel Policies

Jim Williams, MBA, ICMA-CM, Assistant City Manager

- [15.](#) Consideration and possible action to approve the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.001 Municipal Development District Board of Directors of the City of Fair Oaks Ranch Code of Ordinances

Laura Koerner, City Council Member, Place 4
Scott M. Huizenga, ICMA-CM, City Manager

WORKSHOP16. FY 2025-26 Strategic Action Plan

Jim Williams, MBA, ICMA-CM, Assistant City Manager

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. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.
21. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows.

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

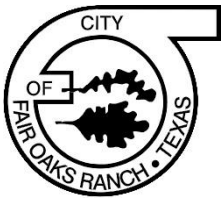
Signature of Agenda Approval: s/Gregory C. Maxton

Gregory C. Maxton, Mayor

I, Amanda Valdez, TRMC, Deputy 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 14, 2025 and remained so posted continuously for at least 72 hours before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting.

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, April 03, 2025 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, Rhoden, Olvera, Koerner, Parker and Swarek

With a quorum present, the meeting was called to order at 6:30 PM.

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

CITIZENS and GUEST FORUM

3. Citizens to be heard.

Resident Rich Nichols addressed the City Council regarding his repeated requests for a four-way stop sign at the intersection of Keeneland and Venturer. He expressed dissatisfaction that Council did not accept a recommendation from the Transportation Safety Advisory Committee to install signage as an alternate and stated that he would no longer pursue the matter.

Resident Nolan Kuehn encouraged the City Council to take an active role in the development of a trail system within the City. He noted that, despite an agreement with Bexar County to address potholes on Old Fredericksburg Road, the potholes remain unrepaired. Additionally, Mr. Kuehn also informed the Council that he is collaborating with the developers of Lemon Creek on a proposed bicycle trail and requested Council's support.

Resident Jim Roff requested that the second reading of the ordinance amending the composition of the MDD Board be removed from the Consent Agenda. He expressed concern that the MDD Board had not reached a final decision regarding the proposed language and noted that some individuals were asked to leave a prior meeting due to a quorum of the MDD being present, which he believes resulted in them being denied the opportunity to speak. Mr. Roff stated that this situation supports limiting the number of City Council members serving on the MDD Board to two.

PRESENTATIONS

4. Introduction of New Employees: Patrick Kearney, Civilian Investigator; Rodney Debose, Civilian Investigator; Charles Starks III, Police Officer; Michael De Hoyos, Police Officer; Garrett Crawford, Police Officer; Sara Cleboski, Animal Services Officer

Chief of Police Todd Smith introduced each of the new Police Department employees and provided a brief overview of their professional backgrounds, including how they came to join the City.

5. Recognition of the Employee of the Quarter (Q2 - January 2025 through March 2025): Casey Parker, Multimedia Communications Officer

Joanna Merrill, PSHRA-SCP, Director of Human Resources and Communications, announced that Casey Parker was selected as the Quarter 2 Employee of the Quarter and highlighted the positive impact his work has had on the City's ability to communicate effectively with our residents.

6. Recognizing Champion High School welding students for their work fabricating a custom City logo

Mayor Maxton recognized and thanked the staff and students from Champion High School for their efforts in creating a custom City logo. He also unveiled the welded sign featuring the logo during the meeting.

CONSENT AGENDA

7. Approval of the March 20, 2025, Regular City Council meeting minutes

8. Approving the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.001 Municipal Development District Board of Directors of the City of Fair Oaks Ranch Code of Ordinances; removing place position and allowing for change of status of board members

Council Member Rhoden asked to remove Item 8 from the consent agenda for discussion.

MOTION: Made by Council Member Olvera, seconded by Council Member Koerner, to approve the Consent Agenda.

VOTE: 7 - 0; Motion Passed.

PUBLIC HEARING

9. The City of Fair Oaks Ranch City Council will conduct a public hearing to receive public testimony on proposed local amendments to International Residential Code (IRC) Section E3901.4.2 and National Electric Code (NEC) Section 210.52 (c) (2)

- A. Mayor Maxton opened the public hearing at 7:08 PM
- B. Building Official Scott Davis provided a brief report regarding the proposed local amendments
- C. City Council received no public testimony for/against the proposed local amendments to IRC Section E3901.4.2 and NEC Section 210.52 (c) (2)
- D. The City Council asked clarifying questions of the Building Official
- E. The Mayor closed the public hearing at 7:13 PM

Council Member Koerner left the meeting at 7:08 PM and returned at 7:11 PM.

CONSIDERATION/DISCUSSION ITEMS

10. **Consideration and possible action approving the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 3 Building Regulations, Article 3.03 Building Code, Article 3.04 Residential Code, Article 3.05 Energy Conservation Code, Article 3.06 Plumbing, Article 3.07 Electricity, Article 3.08 Mechanical Code, Article 3.09 Fuel Gas Code, Article 3.11 Swimming Pools and Spas, and Chapter 5 Fire Prevention and Protection, Article 5.02 Fire Code**

MOTION: Made by Council Member Swarek, seconded by Council Member Rhoden, to approve the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 3 Building Regulations, Article 3.03 Building Code, Article 3.04 Residential Code, Article 3.05 Energy Conservation Code, Article 3.06 Plumbing, Article 3.07 Electricity, Article 3.08 Mechanical Code, Article 3.09 Fuel Gas Code, Article 3.11 Swimming Pools and Spas, and Chapter 5 Fire Prevention and Protection, as presented amending Section 5.02.001 paragraph A, excluding Appendix B.

VOTE: 7 - 0; Motion Passed.

8. **Approving the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.001 Municipal Development District Board of Directors of the City of Fair Oaks Ranch Code of Ordinances; removing place position and allowing for change of status of board members**

MOTION: Made by Council Member Rhoden, seconded by Council Member Olvera, that Council postpone indefinitely the second reading of the amending ordinance in the packet.

VOTE: 7 - 0; Motion Passed.

11. **Consideration and possible action approving a resolution amending the City of Fair Oaks Ranch's Personnel Policies**

MOTION: Made by Council Member Rhoden, seconded by Council Member Parker, to approve a resolution amending the City of Fair Oaks Ranch's Personnel Policies.

VOTE: 7 - 0; Motion Passed.

12. **Consideration and possible action approving a final plat request from Sitterle Homes LTD, on behalf of Oak Bend Forest, L.C., for Oak Bend Subdivision Phase I proposing 55 single-family residential lots**

MOTION: Made by Council Member Swarek, seconded by Council Member Koerner, to approve the Final Plat for Oak Bend Subdivision Phase I with the following conditions:

1. Applicant to provide an all-weather surface for all temporary fire truck turnarounds.
2. Applicant to correct all administrative errors on the Final Plat prior to recordation.

VOTE: 7 - 0; Motion Passed.

WORKSHOP**13. FY 2025-26 Budget Calendar**

Summer Fleming, CGFO, Director of Finance led a workshop with Council detailing the calendar to develop the FY 2025-26 budget.

REQUESTS AND ANNOUNCEMENTS**14. Announcements and reports by Mayor and Council Members**

Council Member Koerner announced that April 15th is Purple Up for Military Kids Day and April is Military Kids month. She encouraged people to wear purple on April 15th in support of military kids.

Mayor Maxton reminded residents that the City's updated Drought Contingency Plan went into effect on April 1, 2025. The Mayor went on to confirm that we are currently in Stage 2 and encouraged residents to visit our website for a list of restrictions in each stage.

15. Announcements by the City Manager

N/A

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

N/A

CONVENE INTO EXECUTIVE SESSION

City Council convened into closed session at 7:54 PM regarding:

Sec. 551.072 (Deliberation regarding real property)**19. 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**

City Council did not convene into closed session regarding:

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:

17. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas

18. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows

RECONVENE INTO OPEN SESSION

City Council reconvened into open session at 8:29 PM.



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the second reading of an ordinance amending City of Fair Oaks Ranch Code of Ordinances, Chapter 3 Building Regulations, Article 3.03 Building Code, Article 3.04 Residential Code, Article 3.05 Energy Conservation Code, Article 3.06 Plumbing, Article 3.07 Electricity, Article 3.08 Mechanical Code, Article 3.09 Fuel Gas Code, Article 3.11 Swimming Pools and Spas, and Chapter 5 Fire Prevention and Protection, Article 5.02 Fire Code.

DATE: April 17, 2025

DEPARTMENT: Public Works

PRESENTED BY: Consent Item: Scott Davis, Building Official

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch has periodically updated its building codes, typically every three years, to maintain compliance with current safety standards and industry regulations. The most recent update occurred on January 6, 2022, when the City adopted the 2021 edition of the International Code Council model codes and the 2020 edition of the National Electrical Code (NEC). As part of its ongoing commitment to upholding the highest standards, it is now recommended that the City adopt the 2024 edition of the International Code Council model codes and the 2023 edition of the National Electrical Code. This update will ensure the City remains aligned with the latest safety regulations and industry best practices.

The ordinance includes local amendments to the International Residential Code (IRC) and the NEC regarding kitchen islands. The 2024 IRC edition and the 2023 NEC allow builders or contractors to opt out of installing an electrical receptacle on kitchen islands. Requiring at least one receptacle on all kitchen islands is an enhanced safety measure. This change will benefit current and future residents by avoiding situations where appliances, such as crockpots or blenders, are plugged into a wall receptacle with the cord extended across the walkway between the island and receptacle. Homeowners may unintentionally trip over the cord or pull the appliance off the island, which could pose a scalding or falling hazard. In accordance with LGC Section 214.212, the City Council held a public hearing on the proposed local amendments. No testimony for or against the amendments were received.

The ordinance also excludes Appendix B to the International Fire Code. Appendix B provides fire flow requirements for buildings; however, the City's Unified Development Code directs the use of a different method for calculating required fire flow. To avoid creating an inconsistency, Appendix B has been struck through in the ordinance.

Lastly, sections related to the Means of Appeals and the Board of Appeals are excluded from the proposed updates, as the City has a separate ordinance establishing these procedures. Minor edits were made to the ordinance to clarify this.

On April 03, 2025, City Council approved the first reading of the ordinance with the proposed local amendments and removal of International Fire Code Appendix B from Article 5.02 Fire Code.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Allows enforcement of updated building and industry standards by the Building Codes staff.
- Contributes to the overall health, safety and welfare of the citizenry of Fair Oaks Ranch.
- Meets Strategic Action Plan Priority 2.1 – Manage the Physical Development of the City in Accordance with the Comprehensive Plan.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not Applicable

LEGAL ANALYSIS:

Approved as to form by the City Attorney

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve the second reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 3 Building Regulations, Article 3.03 Building Code, Article 3.04 Residential Code, Article 3.05 Energy Conservation Code, Article 3.06 Plumbing, Article 3.07 Electricity, Article 3.08 Mechanical Code, Article 3.09 Fuel Gas Code, Article 3.11 Swimming Pools and Spas, and Chapter 5 Fire Prevention and Protection, Article 5.02 Fire Code.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING CODE, ARTICLE 3.04 RESIDENTIAL CODE, ARTICLE 3.05 ENERGY CONSERVATION CODE, ARTICLE 3.06 PLUMBING, ARTICLE 3.07 ELECTRICITY, ARTICLE 3.08 MECHANICAL CODE, ARTICLE 3.09 FUEL GAS CODE, ARTICLE 3.11 SWIMMING POOLS AND SPAS, AND CHAPTER 5 FIRE PREVENTION AND PROTECTION, ARTICLE 5.02 FIRE CODE; PROVIDING FOR A PENALTY FOR NONCOMPLIANCE, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, it is the desire of the City of Fair Oaks Ranch to adopt, in all respects, the various International Codes relating to buildings, residential, energy conservation, plumbing, mechanical, swimming pools, fire, and fuel gas, and to adopt the National Electrical Code relating to electricity; and

WHEREAS, the adoption of these Codes is done to facilitate proper inspection activities relating to construction and to maintenance of buildings within the corporate city limits; and

WHEREAS, adopting periodic updates maintains compliance with current safety standards and industry regulations further ensuring public safety, health and general welfare; and

WHEREAS, the City Council of the City of Fair Oaks Ranch finds amending the Fair Oaks Ranch Code of Ordinances, Chapter 3 Building Regulations, Articles 3.03-3.09, Article 3.11 and Chapter 5 Fire Prevention and Protection, Article 5.02 is warranted..

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

- Section 1.** The Fair Oaks Ranch Code of Ordinances Chapter 3 Building Regulations, Article 3.03 Building Code, Article 3.04 Residential Code, Article 3.05 Energy Conservation Code, Article 3.06 Plumbing, Article 3.07 Electricity, Article 3.08 Mechanical Code, Article 3.09 Fuel Gas Code, Article 3.11 Swimming Pools, and Chapter 5 Fire Prevention and Protection, Article 5.02 Fire Code, are hereby amended as set forth in the attached **Exhibit A**.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

- Section 4.** That it is officially found, determined and declared that the meeting at which this Ordinance 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 3rd day of April 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 17th day of April 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

EXHIBIT A

[Deletions shown as strikethrough and additions shown as underlined]

Fair Oaks Ranch Code of Ordinances Chapter 3 “Building Regulations” is hereby amended as follows:

ARTICLE 3.03 - BUILDING CODE

Sec. 3.03.001 - Adopted

(a) The following codes are hereby adopted by reference as though copied herein fully:

(1) International Building Code, ~~2021~~ 2024 edition including appendix G ~~Section 113 (IBC) Means of Appeals is hereby repealed in its entirety.~~ but excluding Section 113 Means of Appeals and Appendix B Board of Appeals.

(2) International Existing Building Code, ~~2021~~ 2024 edition ~~Section 112 Means of Appeals is hereby repealed in its entirety.~~ but excluding Section 112 Means of Appeals and Appendix D Board of Appeals.

ARTICLE 3.04 - RESIDENTIAL CODE

Sec. 3.04.001 - Adopted

(a) The following code is hereby adopted by reference as though copied herein fully: International Residential Code for One- and Two-Family Dwellings, ~~2020~~ 2024 edition, including appendixes BB, BC, ~~AA~~ CA, AB, CB, AC, AD, CC, AG, CD, AH, BF, AJ, BO, AN, CE, and AP, CF ~~but excluding Sections R313 and P2904.~~ Section Board of Appeals is hereby repealed in its entirety. but excluding Sections R309, Section R112 Means of Appeals and Appendix AA Board of Appeals.

(c) Island and Peninsular Countertops and Work Surfaces. Section E3901.4.2 of the International Residential Code is hereby amended as follows: On an island or peninsula countertop or work surface a receptacle outlet shall be installed in accordance with Section E3901.4.3.

ARTICLE 3.05 - ENERGY CONSERVATION CODE

Sec. 3.05.001 - Adopted

(a) The following code is hereby adopted by reference as though copied herein fully: International Energy Conservation Code, ~~2021~~ 2024 edition ~~Section C110 Board of Appeals is hereby repealed in its entirety.~~ but excluding Section C109 Means of Appeals and Appendix CA Board of Appeals.

ARTICLE 3.06 - PLUMBING

Sec. 3.06.031 - Adopted

(a) The following code is hereby adopted by reference as though copied herein fully: International Plumbing Code, ~~2021~~ 2024 edition including Appendix E ~~Section 114 Means of Appeals is hereby repealed in its entirety.~~ but excluding Section 112 Means of Appeal and Section 113 Board of Appeals.

ARTICLE 3.07 – ELECTRICITY**Sec. 3.07.031 - Adopted**

(a)The following code is hereby adopted by reference as though copied herein fully: National Electrical Code, ~~2020~~ 2023 edition.

(c) “Island and Peninsular Countertops and Work Surfaces”. Section 210.52 (c) (2) of the National Electrical Code is hereby amended as follows: On an island or peninsula countertop or work surface a receptacle outlet shall be installed in accordance with Section 210.52 (c) (3).”

ARTICLE 3.08 - MECHANICAL CODE**Sec. 3.08.001 - Adopted**

(a)The following code is hereby adopted by reference as though copied herein fully: International Mechanical Code, ~~2021~~ 2024 edition ~~Section 113 Means of Appeals and Section 114 Board of appeals are hereby repealed in their entirety. but excluding Section 112 Means of Appeals and Section 113 Board of Appeals.~~

ARTICLE 3.09 - FUEL GAS CODE**Sec. 3.09.001 - Adopted**

(a)The following code is hereby adopted by reference as though copied herein fully: International Fuel Gas Code, ~~2021~~ 2024 edition. Including Appendices A, B and C ~~Section 113 (IFGC) Means of Appeal and section 114 Board of Appeals (IFGC) are hereby repealed in their entirety. but excluding Section 112 Means of Appeals and Appendix D Board of Appeals.~~

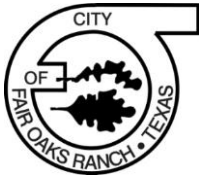
ARTICLE 3.11 - SWIMMING POOLS AND SPAS**Sec. 3.11.004 – Code Adopted**

(a)The following code is hereby adopted by reference as though copied herein fully: International Swimming and Spa Code, ~~2021~~ 2024 edition ~~Section 111 Means of Appeal and Section 112 Board of Appeals are hereby repealed in their entirety. but excluding Section 112 Means of Appeals and Appendix D Board of Appeals.~~

ARTICLE 5.02 - FIRE CODE**Sec. 5.02.001 - Adopted**

(a)The following code is hereby adopted by reference as though copied herein fully: International Fire Code, ~~2021~~ 2024 edition, including appendices B, C, D, E, F, G, H, I, J, K, L, M, and N ~~Section 111 Means of Appeals is hereby repealed in its entirety. but excluding Appendix A Board of Appeals and Section 112 Means of Appeals.~~

(b)"Security gates" in section 503.6 of the ~~2018~~ 2024 International Fire Code is hereby amended by replacing ~~where security gates are installed, they shall have an approved means of emergency operation~~ with where security gates are installed, they shall have a siren operated sensor means of emergency operation.



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with Perdue Brandon Fielder Collins & Mott, L.L.P. for the collection of delinquent utility accounts and execution of all applicable documents by the City Manager

DATE: April 17, 2025

DEPARTMENT: Finance

PRESENTED BY: Consent Item: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

The City currently has agreements in place with Perdue Brandon Fielder Collins & Mott, L.L.P. for the collection of delinquent property taxes and court-related collections. Historically, the City utilized a separate vendor for the collection of delinquent utility accounts; however, that vendor is no longer providing this service.

Given the City's existing and successful relationship with Perdue Brandon Fielder Collins & Mott, L.L.P., staff is recommending the execution of a new agreement with the firm to assume responsibility for delinquent utility account collections as well. This would streamline operations by consolidating all delinquent account collections under a single provider. Utility accounts that are more than 60 days past due are considered delinquent and will be referred to the firm.

There is no cost to the City to enter into this agreement. As compensation for services, the firm will impose an additional 30% fee on the total amount of the delinquent utility account turned over to them, pursuant to Section 552.001(b) of the Texas Local Government Code.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports 3.1 and 3.2 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Water and Wastewater Resources by enhancing the likelihood of the City collecting delinquent utility payments in a timelier manner.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

There is no cost for the City to enter into this agreement.

LEGAL ANALYSIS:

The City Attorney has reviewed and approved the agreement and resolution as to form. The attached Mandatory Notice of the contingent fee agreement has been posted in accordance with Texas Government Code Sec. 2254.1036.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution authorizing the execution of an agreement with Perdue Brandon Fielder Collins & Mott, L.L.P. for the collection of delinquent utility accounts and execution of all applicable documents by the City Manager.

MANDATORY NOTICE PURSUANT TO TEXAS GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the City of Fair Oaks Ranch, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015 (hereinafter "CITY"), will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. (hereinafter "FIRM") and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(a)(2) of the Government Code and shall announce the following:

A. CITY is pursuing a contract with the FIRM for the collection of delinquent utility accounts owed to CITY and through this contract CITY to increase recovery of delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(a)(1)(A).

B. CITY believes FIRM has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(a)(1)(B). The FIRM has collected delinquent government receivables for over 50 years, including the collection of delinquent utility accounts. The FIRM currently has 14 primary offices and multiple satellite offices throughout Texas, Oklahoma and Florida. It employs more than 350 individuals, including more than 50 attorneys. It uses a multi-office, fully integrated team approach allowing CITY access to all its offices and resources. Its collection team consists of long-term FIRM employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The FIRM utilizes proprietary collection software that can be tailored to meet any special need CITY may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and workflow.

C. The nature of any relationship between CITY and the FIRM is as follows. GOVT. CODE § 2254.1036(a)(1)(C).

The FIRM has represented taxing entities in Bexar County since 2001. The firm has represented the CITY in the collection of its delinquent ad valorem taxes for over 20 years.

D. The CITY does not have adequate support staff, computer software/programming, or experience to internally conduct delinquent utility account collection services and acquiring these will result in substantial expense to the CITY. GOVT. CODE § 2254.1036(a)(1)(D).

E. Delinquent utility account collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(a)(1)(E). The Texas Local Government Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent utility accounts. This percentage-based fee is assessed only against the delinquent account holder and not the CITY. The collection of delinquent utility accounts is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed the amount of delinquent utility accounts due. Moreover, the CITY would have to bear the cost of the hourly fees, because State law does not expressly authorize the CITY to be reimbursed for collection services based on an hourly fee.

F. CITY believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(a)(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless of the number of hours the Firm spends researching, contacting, and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the delinquent account holder and not an expense to the CITY.

Effective the 8th day of April, 2025

City of Fair Oaks Ranch

By 
Scott M. Huizenga, City Manager

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P. FOR THE COLLECTION OF DELINQUENT UTILITY ACCOUNTS AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City has an existing agreement with Perdue Brandon Fielder Collins & Mott, L.L.P. for the collection of delinquent property taxes and court collections, and

WHEREAS, this firm has collected delinquent City property taxes for over 20 years, and

WHEREAS, this firm has the ability to also collect delinquent utility account charges, and

WHEREAS, there is no cost for the City to enter into this agreement, as the fee for collecting this payment would be charged to the customer, and

WHEREAS, the City Council of the City of Fair Oaks Ranch supports this agreement and authorizes the execution of an agreement with Perdue Brandon Fielder Collins & Mott, L.L.P. (**Exhibit A**)

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

- Section 1** The City Council hereby authorizes the City Manager to execute an agreement with Perdue Brandon Fielder Collins & Mott, L.L.P. for the collection of delinquent utility accounts and to execute any and all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section3.** 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 4.** That 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, as amended, Texas Government Code.
- Section 5.** 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 provision of this resolution shall be and remain controlling as to the matters resolved herein.

- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 17th day of April 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

EXHIBIT A**CONTRACT FOR THE COLLECTION OF DELINQUENT UTILITY ACCOUNTS****THE STATE OF TEXAS**

§

§

COUNTY OF BEXAR

§

THIS CONTRACT is made and entered into by and between the **CITY OF FAIR OAKS RANCH, TEXAS, acting by and through its governing body**, (hereinafter the “Client”), and **PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P.**, (hereinafter the “Law Firm”). The terms and conditions of the contract are as follows:

1. **Nature of Services.** Client agrees to employ the Law Firm to collect utility accounts that are at least 60 days past due, as determined by Client, including, but not limited to, amounts due for utilities provided, services rendered, late fees, disconnect and reconnect fees, and all applicable statutory interest, attorney fees and court costs for the utility accounts that Client turns over to the Law Firm (“Delinquent Utility Accounts”).
2. **Compensation.** As compensation for services required hereunder, Law Firm shall receive a thirty percent (30%) collection fee of the total amount on the Delinquent Utility Accounts turned over to the Law Firm. It is expressly understood that the Law Firm is not entitled to receive payment on any delinquent utility account subsequently paid but that was not turned over to the Law Firm.

The thirty percent (30%) collection fee shall be added to the total amount owed on a Delinquent Utility Account turned over to the Law Firm, pursuant to Section 552.001(b) of the Texas Local Government Code.

3. **Term of Contract.** The initial term of this contract shall commence on April __, 2025, and end on April __, 2027, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate the agreement.

After the initial two-year term, this contract shall automatically renew and continue in full force and effect thereafter from year to year for additional twelve-month periods on the same terms and conditions unless either party delivers written notice to the other party of its intent to terminate this contract at least thirty (30) days prior to the renewal date of this contract.

If the contract is terminated, the Law Firm is entitled to continue its collection activities, and receive compensation in accordance with paragraph 2, on accounts referred by Client prior to termination for a period of thirty (30) days. At the end of such thirty (30) days, all records provided to Law Firm under this Contract shall be returned to Client.

EXHIBIT A

4. **Credit Reporting.** Client understands and agrees that the Law Firm will not report information on Client's Delinquent Utility Accounts to credit reporting agencies. If it is desired, the Client shall, in its sole discretion, report Delinquent Utility Accounts information to any such agency.
5. **Interest Accrual.** Absent an express agreement to the contrary, the Law Firm will not accrue interest on Client's Delinquent Utility Accounts.
6. **Litigation.** The Law Firm will not file suit, accept any compromise settlement, or incur any litigation expenses chargeable to Client without Client's approval. By agreeing to the filing of a lawsuit, Client understands that it must reimburse Law Firm for all costs and fees chargeable as court costs (e.g., filing fees, citation issuance, process service fees, etc.).
7. **Account Information.** Client agrees to submit for collection only Delinquent Utility Accounts that are validly due and owing by the utility customer or guarantor. Client will provide Law Firm with all information and documentation necessary for the collection of all submitted Delinquent Utility Accounts. Client will provide accurate information on each Delinquent Utility Account and will promptly report any payments it receives or adjustments it makes on Delinquent Utility Accounts turned over to the Law Firm. Client and Law Firm shall work together to expeditiously respond to any debtor correspondence regarding a disputed debt and requests for verification of debt received by Law Firm. Client agrees to provide Law Firm with all copies of records necessary to verify a debt within 10 days of Law Firm's request.

The Client shall refer all Delinquent Utility Accounts by electronic medium, or in any other way that is most favorable to the Client.
8. **Return of Accounts.** Client and Law Firm agree that Law Firm has no obligation to perform collection services for Delinquent Utility Accounts that are determined by Law Firm to be time-barred from collections by an applicable statute of limitation or other similar limitation. Following the return of such accounts from Law Firm to Client, Law Firm shall have no further obligations on these accounts.
9. **Receipt of Payments.** Client gives the Law Firm exclusive authority to collect amounts due on Delinquent Utility Accounts turned over to the Law Firm. It is understood and agreed that the Law Firm will instruct debtors to make all payments payable to Client, and the Law Firm will forward the payment to Client. In the event the Law Firm is identified as the payee, the Law Firm will endorse the payment over to Client.
10. **Billing.** The Law Firm will submit billing invoices to the Client no more frequently than on a monthly basis.
11. **Reporting.** Upon request, Law Firm will provide reports to the Client setting forth the status of Delinquent Utility Accounts turned over to Law Firm by Client.
12. **Notices.** All notices permitted or required under this contract shall be in writing and sent by certified United States mail or delivered by hand or courier to the appropriate party at the address specified

EXHIBIT A

below. Notice shall be deemed received five (5) business days after mailing if sent by certified United States mail or upon receipt if delivered by hand or courier.

Law Firm:

Perdue, Brandon, Fielder, Collins & Mott, LLP

Attn: John Banks

BY U.S. MAIL OR BY COURIER DELIVERY:

3301 Northland Drive, Suite 505

Austin, TX 78731

Telephone Number: 512-302-0190

Client:

City of Fair Oaks Ranch

Scott M. Huizenga

City Manager

7286 Dietz Elkhorn

Fair Oaks Ranch, TX 78015

13. **Compliance Verification.** A) Pursuant to Chapter 2271 of the Texas Government Code, Law Firm verifies that it does not and will not for the term of this contract boycott Israel. Law Firm will comply with all applicable Texas, Federal, and other laws in the performance of this contract. B) In order to comply with Tx. Govt. Code §2252.152, Law Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. C) In order to comply with Tx. Govt. Code §2274.002, Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. D) In order to comply with Tx. Govt. Code §2274.002, Law Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

14. **Entire Agreement.** This contract constitutes the entire agreement and understanding between Law Firm and Client with respect to the subject matter of this contract and supersedes all previous written or oral representations, agreements, and understandings. All modifications to this contract must be made in writing and signed by both parties. Furthermore, this Contract cannot be transferred or assigned by either party without the consent of both parties.

15. **Severability.** If any portion of this contract is found to be illegal, invalid, or otherwise incapable of being enforced, such portion shall be excluded to the minimum extent necessary to remedy such illegality, invalidity, or unenforceability. The remainder of the contract shall remain in full force and effect.

16. **Choice of Law.** This contract, and all claims or causes of action arising out of or related to this contract, shall be interpreted under and governed by the internal laws of the State of Texas.

EXHIBIT A

Client and Law Firm agree that exclusive venue lies with the courts located in Bexar County, Texas.

17. Attached hereto as Exhibit A, “Written Findings of Fact”, reflecting the City Council’s consideration of all matters listed in Section 2254.1036(a)(1) of the Texas Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

Effective this the _____ day of _____, 2025.

CITY OF FAIR OAKS RANCH

PERDUE BRANDON FIELDER COLLINS
& MOTT, LLP

BY: _____
Scott M. Huizenga
City Manager, City of Fair Oaks Ranch

BY: _____
John T. Banks
Partner

EXHIBIT A**EXHIBIT A***Written Findings: Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP:*

In an open meeting, the Fair Oaks Ranch City Council (“Council”) considered all matters listed in Section 2254.1036(a)(1) of the Texas Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP. Council, pursuant to Section 2254.1036(b) of the Government Code, hereby finds the following to be true:

- 1) there is a substantial need for the legal services specified in said contract;
- 2) these legal services cannot be adequately performed by the staff and supporting personnel of the City of Fair Oaks Ranch; and
- 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because the City of Fair Oaks Ranch does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, the City Council for the City of Fair Oaks Ranch hereby approves the contract by and between the City of Fair Oaks Ranch and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent Utility Accounts.



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.002 Stop and Yield Signs by establishing a four-way stop intersection at Battle Intense, High Eschelon, and Hansel Drive

DATE: April 17, 2025

DEPARTMENT: Public Works

PRESENTED BY: Consent Item: Carole Vanzant, CPM, Assistant City Manager

INTRODUCTION/BACKGROUND:

Chapter 12, Section 12.01.002 of the City Code of Ordinances provides for the placement of traffic-control signs in the city. Stop and yield signs provide enhanced safe and efficient intersections for vehicles and pedestrians.

In 2024, the City Council established the Transportation Safety Advisory Committee (“TSAC”) to assist in the continuance of the city’s quality of life through a citizen-government partnership that promotes safe and secure public roads and walks. The TSAC rules of procedures, section 5.1 states TSAC shall review transportation safety issues related to public transportation infrastructure that has been properly submitted to the Committee either by Fair Oaks Ranch citizens or by the City, and after due consideration and affirmative Committee vote, recommend action for City Council consideration.

- January 2024 - the City received a request from a resident requesting the intersection of Battle Intense, High Eschelon, and Hansel Drive as a four-way stop due to the intersection being used by children, golf carts, runners, and cyclists, the speed of vehicles on Battle Intense from Fair Oaks Parkway, drivers on Hansel Drive being unaware that the intersection is not a four-way stop, and due to steep streets.
- February 2025 - After reviewing and discussing the request, TSAC made an affirmative vote recommending the intersection of Battle Intense, High Eschelon, and Hansel Drive as a four-way stop due the area resident’s support, the intersection being offset, and the special conditions listed in the February 2024 Battle Intense, High Eschelon, and Hansel Drive Intersection Analysis.
- March 2025 – The TSAC Chair and Assistant City Manager provided the City Council with a presentation of the request and recommendation. After discussing, Council directed the preparation of an ordinance establishing a four-way stop intersection at Battle Intense, High Eschelon, and Hansel Drive.

Attached is a proposed ordinance for City Council’s consideration and possible action.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Provides for the continued improvement of the residents' quality of life relative to transportation safety.
- Provides for a citizen-government partnership.
- Meets the City's Strategic Action Plan pillars of Reliable and Sustainable Infrastructure and Responsible Growth.
- Complies with the City Council directive of March 20, 2025.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

\$250 for the purchase and installation of a stop sign on Battle Intense at High Eschelon.

LEGAL ANALYSIS:

Ordinance approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.002 Stop and Yield signs establishing a four-way stop intersection at Battle Intense, High Eschelon, and Hansel Drive.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.01 GENERAL PROVISIONS, SECTION 12.01.002 STOP AND YIELD SIGNS BY ESTABLISHING A FOUR-WAY STOP INTERSECTION AT BATTLE INTENSE, HIGH ESCHOLON, AND HANSEL DRIVE, PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 12, Section 12.01.002 of the City of Fair Oaks Ranch Code of Ordinances provides for the placement of traffic-control signs in the City of Fair Oaks Ranch, and

WHEREAS, stop signs provide enhanced safe and efficient intersections for vehicles and pedestrians, and

WHEREAS, in January 2024, the City received a resident request establishing the intersection of Battle Intense, High Eschelon, and Hansel Drive as a four-way stop, and

WHEREAS, on February 26, 2025, after reviewing and discussing the request, the Fair Oaks Ranch Transportation Safety Advisory Committee ("TSAC") made an affirmative Committee vote to recommending adding a stop sign on Battle Intense at the intersection of High Eschelon due to area residents' support, the intersection being offset, and the special conditions in the February 2024 Intersection Analysis of Battle Intense, Hansel and High Eschelon; and

WHEREAS, pursuant the TSAC Rules of Procedure, after due consideration and an affirmative Committee vote, recommended actions are advanced to the City Council for consideration; and

WHEREAS, on March 20, 2025, after reviewing the TSAC recommendation, the City Council directed the preparation of an ordinance placing a stop sign on Battle Intense at the intersection of High Eschelon; and

WHEREAS, the City Council finds for the safety of city residents establishing a four-way stop intersection at Battle Intense, High Eschelon, and Hansel Drive is warranted.

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

Section 1. The Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.002 is hereby amended establishing a four-way stop intersection at Battle Intense, High Eschelon, and Hansel Drive as show in **Exhibit A**.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not

affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

- Section 4.** That it is officially found, determined, and declared that the meeting at which this ordinance 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 17th of April 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 1st day of May 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

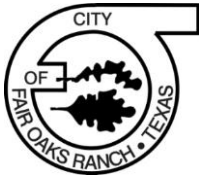
Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

EXHIBIT A

Chapter 12 Traffic and Vehicles; Article 12.01 General Provisions; Section 12.01.002 is hereby amended as follows:

[Deletions shown as strikethrough and Additions shown as underscore]:

<i>Non-Private Subdivision</i>		
<i>Through Street</i>	<i>Stop Sign Street</i>	<i>Yield Sign Street</i>
Battle Intense	Hansel Drive (x2)	
Battle Intense	High Eschelon	
<u>High Eschelon</u>	<u>Battle Intense</u>	Battle Intense
<u>Hansel Drive</u>	<u>Battle Intense</u>	



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 Prima Facie Speed Limit by reducing the maximum speed limit on No Le Hace between Fair Oaks Parkway and Dietz Elkhorn to 25 miles per hour

DATE: April 17, 2025

DEPARTMENT: Public Works

PRESENTED BY: Consent Item: Carole Vanzant, CPM, Assistant City Manager

INTRODUCTION/BACKGROUND:

Chapter 12, Section 12.01.003 of the City Code of Ordinances provides for the establishment of the maximum, reasonable, and prudent speed limits in the City of Fair Oaks Ranch. The prima facie speed limit is 30 miles per hour on all streets within the city unless amended by ordinance. The Texas Transportation Code section 545.356 states a city may declare a lower speed limit of not less than 25 miles per hour, if the City Council determines the prima facie speed limit is unreasonable or unsafe. Anything lower than 25 mph requires a traffic study.

In 2024, the City Council established the Transportation Safety Advisory Committee ("TSAC") to assist in the continuance of the city's quality of life through a citizen-government partnership that promotes safe and secure public roads and walks. The TSAC Rules of Procedure, section 5.1 states TSAC shall review transportation safety issues related to public transportation infrastructure that has been properly submitted to the Committee either by Fair Oaks Ranch citizens or by the City, and after due consideration and affirmative Committee vote, recommend action for City Council consideration.

- December 2024 - the City received a request from a resident residing on No Le Hace to reduce the speed limit on No Le Hace below the prima facie speed of 30 mph due to the road curves and amount of traffic in a residential area.
- February 2025 - after reviewing and discussing the request, TSAC made an affirmative vote to recommend reducing the speed limit on No Le Hace to 25 mph due to the road curves and traffic in a residential area.
- March 2025 – the TSAC Chair and Assistant City Manager provided the City Council with a presentation of the request and recommendation. After discussing, the Council directed the preparation of an ordinance reducing the speed limit to 25 mph on No Le Hace between Fair Oaks Parkway and Dietz Elkhorn.

Attached is a proposed ordinance for the City Council's consideration and possible action.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Provides for the continued improvement of the residents' quality of life relative to transportation safety.
- Provides for a citizen-government partnership.
- Meets the city's Strategic Action Plan pillars of Reliable and Sustainable Infrastructure and Responsible Growth.
- Complies with the City Council direction of March 20, 2025.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

\$1,250 for the purchase and installation of five speed limit signs.

LEGAL ANALYSIS:

Ordinance approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 Prima Facie Speed Limit by reducing the maximum speed limit on No Le Hache between Fair Oaks Parkway and Dietz Elkhorn to 25 miles per hour.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.01 GENERAL PROVISIONS, SECTION 12.01.003 PRIMA FACIE SPEED LIMIT BY REDUCING THE MAXIMUM SPEED LIMIT ON NO LE HACE BETWEEN FAIR OAKS PARKWAY AND DIETZ ELKHORN TO 25 MILES PER HOUR; AND PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 12, Section 12.01.003 of the City of Fair Oaks Ranch Code of Ordinances provides for the establishment of the maximum, reasonable, and prudent speed limits in the City of Fair Oaks Ranch; and

WHEREAS, in December 2024 the City received a resident request to reduce the speed limit on No Le Hace below the prima facie speed limit; and

WHEREAS, on February 26, 2025, after reviewing and discussing the request, the Fair Oaks Ranch Transportation Safety Advisory Committee ("TSAC") made an affirmative vote to recommend reducing the speed limit on No Le Hace to 25 mph due to the road curves and traffic in a residential area; and

WHEREAS, pursuant the TSAC Rules of Procedure, after due consideration and an affirmative Committee vote, recommended actions are advanced to City Council for consideration; and

WHEREAS, on March 20, 2025, after reviewing the TSAC recommendation, the City Council directed the preparation of a city ordinance reducing the speed limit to 25 mph on No Le Hace between Fair Oaks Parkway and Dietz Elkhorn; and

WHEREAS, the City Council finds for the safety of city residents the maximum, reasonable, and prudent speed limit on No Le Hace between Fair Oaks Parkway and Dietz Elkhorn is 25 miles per hour.

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

Section 1. The Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 Prima Facie Speed Limits is hereby amended reducing the maximum speed limit on No Le Hace between Fair Oaks Parkway and Dietz Elkhorn to 25 miles per hour as shown in **Exhibit A**.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not

affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

- Section 4.** That it is officially found, determined, and declared that the meeting at which this ordinance 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 17th day of April 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 1st day of May 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

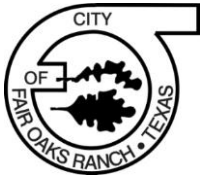
EXHIBIT A

Chapter 12 Traffic and Vehicles; Article 12.01 General Provisions; Section 12.01.003 Prima Facie Speed Limits is hereby amended as follows:

[Additions shown as underscore]

(2) 25 mph

No Le Haze between Fair Oaks Parkway and Dietz Elkhorn



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing execution of a Chapter 377 project funding agreement with the Fair Oaks Ranch Municipal Development District, and execution of all applicable documents by the City Manager

DATE: April 17, 2025

DEPARTMENT: Administration

PRESENTED BY: Scott M. Huizenga, ICMA-CM, City Manager

INTRODUCTION/BACKGROUND:

On May 16, 2024, the City Council approved a resolution authorizing the execution of an agreement for design services of a gateway monument and directed the City Manager to submit a grant application to the Municipal Development District for the project.

At its regular meeting on January 8, 2025, the MDD Board evaluated the grant application in the amount of \$148,128.50 submitted by the City for a gateway monument at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive. The Board determined the project complies with relevant statutes and aligns with the MDD's mission, goals, and objectives. Based on those determinations the Board approved the grant application and authorized the MDD President to proceed to negotiate a grant award agreement with the City.

After the grant application was approved, the City issued an RFP for the construction of the gateway monument and received three proposals. A committee reviewed each proposal and selected the vendor with the lowest and best bid. Construction costs for the gateway monument are \$199,840, and the City has expended \$25,000 to date on design costs for the project.

At its regular meeting on April 9, 2025, the MDD Board approved the City's amended application to include an amount up to \$224,840 to encompass the full project cost and approved execution of a project funding agreement with the City for this project.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This project has been designated as a priority in the Strategic Action Plan.

- 5.2.2 Develop Brand Identity and Credibility
- 5.2.6 Design and Construct a City Gateway Feature

The use of MDD funds for a gateway monument represents the use of sales tax proceeds to develop an asset that will provide long-term value to the City by reinforcing a positive image of the community and supporting future economic growth. The gateway monument will enhance the entryway into the City and establish a strong visual identity promoting civic pride and supporting the beautification of the City.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The total project cost including design and construction is \$224,840, of which the City will be reimbursed from the MDD upon completion of the project. The City has funds available to complete the project prior to receiving the reimbursement from the MDD. The upkeep and sustainable ongoing operations of the gateway monument will be incorporated into the routine maintenance schedule of the City's existing properties managed by the public works department.

LEGAL ANALYSIS:

The project funding agreement was prepared with assistance from the City Attorney and the resolution has been approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing execution of a Chapter 377 project funding agreement with the Fair Oaks Ranch Municipal Development District for the construction of a gateway monument.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING EXECUTION OF A CHAPTER 377 PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF FAIR OAKS RANCH, TEXAS AND THE FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, in accordance with Chapter 377 of the Texas Local Government Code ("377"), the Fair Oaks Ranch Municipal Development District ("MDD") may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development, stimulate business and commercial activity, as well as recreational or community facilities in the District, and

WHEREAS, the City of Fair Oaks Ranch ("City") desires to construct a Gateway Monument at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive, and

WHEREAS, the Gateway Monument will be constructed of masonry with decorative signage, metal beams, an arched metal element, stone columns, lighting, a concrete header curb and landscaping with natural vegetation, and

WHEREAS, the purpose of the project is to enhance the entryway into the City with a welcoming and iconic Gateway Monument, promoting civic pride, enhancing community identity, and supporting economic growth within the City, and

WHEREAS, upon completion of the Gateway Monument the MDD agrees to reimburse the City up to TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO CENTS (\$224,840.00); and,

WHEREAS, the City Council finds it to be in the public interest of the residents of Fair Oaks Ranch to construct the Gateway Monument and enter into a project funding agreement with the MDD.

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

- Section 1** The City Council hereby authorizes the City Manager to execute a Project Funding Agreement with the Fair Oaks Ranch Municipal Development District for the construction of a Gateway Monument.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section3.** 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 4.** That 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, as amended, Texas Government Code.
- Section 5.** 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 provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 17TH day of April 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

**CHAPTER 377 PROJECT FUNDING AGREEMENT
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FAIR OAKS RANCH, TEXAS AND
THE FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT**

This Chapter 377 Project Funding Agreement ("Agreement") is entered into between the City of Fair Oaks Ranch, Texas, a Texas home-rule municipal corporation, ("City") and the Fair Oaks Ranch Municipal Development District, a political subdivision of the State of Texas and City of Fair Oaks Ranch ("MDD"). The City and MDD may be referred to jointly herein as "the Parties" and individually as a "Party".

RECITALS

WHEREAS, in accordance with Chapter 377 of the Texas Local Government Code ("377"), the MDD may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development, stimulate business and commercial activity, as well as recreational or community facilities in the MDD; and

WHEREAS, the City desires to construct a Gateway Monument at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive; and

WHEREAS, the Gateway Monument will be constructed of masonry with decorative signage, metal beams, an arched metal element, stone columns, lighting, a concrete header curb and landscaping with natural vegetation; and

WHEREAS, the purpose of the project is to enhance the entryway into Fair Oaks Ranch with a welcoming and iconic Gateway Monument, promoting civic pride, enhancing community identity, and supporting economic growth within the City; and

WHEREAS, upon the completion of the Gateway Monument the MDD agrees to reimburse the City up to TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO CENTS (\$224,840.00); and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become

legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority.

- (a) The MDD's execution of this Agreement is authorized by Chapter 377 of the Texas Local Government Code and constitutes a valid and binding obligation of the MDD. The MDD acknowledges that City is acting in reliance upon the MDD's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the completion of the Facility, hereinafter established. The MDD's execution of this agreement is authorized by any necessary action of the governing bodies of the District and City.
- (b) The City's execution of this Agreement is authorized by any necessary action by the governing body of the City and constitutes a valid and binding obligation of the City.

2. Term.

This Agreement will become enforceable upon the Effective Date and will terminate on the first to occur of:

- (a) The expiration of the Grant Term, as defined by Article III;
- (b) Upon actual receipt by City of the MDD's payment of the Maximum Grant Amount; or
- (c) Upon another termination event as provided for in Article VIII.

3. Purpose.

The purpose of this Agreement is to formalize the agreements between the City and the MDD for the grant of funds associated with the construction of a Gateway Monument. This

Agreement specifically states the covenants, representations of the Parties, and the incentives associated with City's commitment to abide by the terms of this Agreement, which has been approved by the bodies governing the MDD and the City as required by state law. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by either Party may constitute a breach of the entire Agreement and terminate any further commitments by the nonbreaching Party unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement.

Upon the effective date, the MDD may designate, by Board action, the Treasurer and/or President to act as liaison and first point of contact for the City for purposes of this Agreement. Any proposed amendments to the Agreement shall still require the approval of the governing bodies of the MDD and City.

ARTICLE III

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Act of Default” or “Default” means failure of either Party to timely, fully, and materially comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement.

“City of Fair Oaks Ranch” or “City” means the governing municipal corporation that is legally authorized to control the area that is within the city limits of the City of Fair Oaks Ranch, and the area that is within the City and/or Comal, Kendall and Bexar County, Texas.

“Code” means the Fair Oaks Ranch Code of Ordinances in effect as of the Effective Date.

“Effective Date” means the Effective Date described in Article IX.

“Gateway Monument” means the planned monument to be constructed at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive that will include stone columns, decorative signage, metal beams, lighting, a concrete header curb, and landscaping with native vegetation.

“Force Majeure” means an event beyond the reasonable control of a Party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, and lockouts.

“*Grant Term*” means the period beginning on the Effective Date and ending on the date of termination as provided for in this Agreement

“*Maximum Grant Amount*” or “Maximum Total Amount of Grant Payment” means an amount not to exceed TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO CENTS (\$224,840.00.)

“*Program*” means the economic development program established by the MDD by Resolution, or Order, as authorized by Chapter 377, Texas Local Government Code, for making loans and grants of public money to promote state or local economic development, stimulate business and commercial activity, as well as recreational or community facilities within the District.

“*Project*” means City’s planned development and construction of a Gateway Monument.

“*Property*” means that portion of land within the existing right of way generally located at the intersection of Fair Oaks Parkway and Leslie Pfeiffer drive.

“*Substantial Completion*” generally means that point in time when the entity or person overseeing the construction of the Gateway Monument provides possession to the City, and as more specifically defined in the construction documents for the Gateway Monument.

ARTICLE IV FACILITY

Description of the Gateway Monument. Located at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive, the Gateway Monument will be constructed to clearly identify the entrance into Fair Oaks Ranch and create a visual identity for the City’s entryway coming from Interstate Highway 10. The Gateway Monument will include stone columns, metal beams, decorative signage, lighting, a concrete header curb and landscaping with native vegetation. Collectively these elements will serve to beautify the area, promote civic pride, and make Fair Oaks Ranch more attractive to residents, businesses, and visitors.

ARTICLE V CITY’S OBLIGATIONS

1. Required Reporting

Quarterly Progress Reports. Beginning on the effective date, City shall deliver to MDD a report at each MDD Quarterly Meeting (unless such meeting is cancelled) until completion of the Gateway Monument and payment of the Grant. Each Quarterly Progress Report may include, but not necessarily be limited to, the following elements:

- a. construction schedule
- b. scope of work changes
- c. contract amendments
- d. risk and mitigations

2. Default.

a. Construction. Failure to complete the construction of the Gateway Monument within THREE HUNDRED SIXTY-FIVE (365) days from the Effective Date, shall cause the automatic termination of this Agreement without the need for any further action by the MDD; and, the MDD shall have no obligation to make any Grant Payments to City. Enforcement of this section is subject to Force Majeure. In the event of unforeseeable third-party delays, which are not Force Majeure, and upon a reasonable showing by City that it has in good faith commenced and is diligently pursuing the correction, removal or abatement of such delays by using commercially reasonable efforts, the MDD may consent to and excuse any such delays.

b. Force Majeure Events. Should a Force Majeure event impact the scheduled completion of the Gateway Monument, the City shall notify the MDD as soon as possible after learning of the qualifying event. The notice should include a description of the event, the specific delay that has been caused by the event, associated documentation, and the amount of time the City is requesting to be added to the time for completion of the Gateway Monument as an Amendment to the Agreement. Said request will be considered by the MDD at a called or regular meeting of the Board.

c. Reports and Information. City's failure to timely and substantially comply with the reporting requirements of this Article may be considered a default; and, MDD shall be under no obligation to make any Grant Payment until such default is cured by compliance with such reporting requirements.

ARTICLE VI MDD'S OBLIGATION

- 1. Grant Payments.** Provided City is in full compliance with the terms of this Agreement and is not in Default, upon receipt of a Notice of Substantial Completion as defined in the contract for construction for the Gateway Monument, a Grant Payment not to exceed TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO CENTS (\$224,840.00) shall be made from MDD to City within thirty (30) days from date of Notice of Substantial Completion.
- 2. Source of Grant Payments.** Said Grant Payments shall be payable only from the MDD's Project Fund for its portion of all Sales Tax generated within the District received from the Comptroller, or any other lawfully appropriated funds held by the MDD for project purposes.
- 3. Maximum Total Amount of Grant Payment.** The maximum total amount of any Grant Payment authorized by this Agreement shall not exceed TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO CENTS (\$224,840.00).
- 4. Designated Funds.** MDD will provide for the Grant Payment to be made pursuant to this Agreement by establishing a separate MDD fund, or a subaccount of any existing fund or account in the MDD treasury, into which the Maximum Grant funds will be deposited or otherwise designated during the Term of this Agreement (the "Designated Funds").

- 5. Grant does not create a Debt.** Amounts payable under this Agreement constitute economic development funds and do not create a debt of the MDD. Said funds are payable only after Notice of Substantial Completion as set forth herein is received.

ARTICLE VII COVENANTS AND DUTIES

1. City's Covenants and Duties. City makes the covenants and warranties to the MDD and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the City.

- (a) The execution of this Agreement has been duly authorized by the governing body of City, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of City Charter.
- (b) City shall timely and fully comply with all of the terms and conditions of this Agreement.
- (c) City agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of any improvements to the property.
- (d) City agrees to develop the Project in accordance with the ordinances, rules, and regulations in effect on the date the Project was designated, unless specified otherwise in this Agreement.
- (e) City agrees to commence and complete the Project in substantial accordance with the Agreement.
- (f) City shall cooperate with the MDD in providing all necessary information to assist them in complying with this Agreement.
- (g) In accordance with Texas Government Code section 2264.051 City certifies that it does not and will not knowingly employ an undocumented worker, as that term is defined in the section and will require the same of those constructing the Gateway Monument.
- (h) To the extent required by Texas Government Code Section 2270.002 City acknowledges it currently does not, and shall not during the term of this Agreement, "Boycott Israel" and will require the same of those constructing the Gateway Monument.

2. MDD's Covenants and Duties.

- (a) The MDD agrees to pay to City an amount, as specified below, not to exceed the Maximum Grant Amount from sources contemplated by this Agreement over a period not to exceed the Grant Term, subject to the conditions precedent that City has timely and fully complied with all applicable terms and conditions contained in this Agreement, and

the above designated Development Requirements are then satisfied. Further, MDD's obligation to pay City shall cease upon payment in full of the Maximum Grant Amount, or the expiration of this Agreement after the Grant Term, even if the Maximum Grant Amount has not been paid, or termination of this Agreement by MDD as provided herein, whichever occurs first.

(b) Failure by MDD to timely and substantially comply with its obligations hereunder shall be an Act of Default by MDD if uncured as provided for herein, and such uncured Act of Default will give City the right to the contracted amount then currently owing not already provided to City by MDD, subject the dispute resolution process established in Article IX.

(c) Subject to the terms and conditions as set forth above, MDD shall pay City the Maximum Grant Amount. Such payment is due to City as provided in Article VI. Failure by MDD to timely and fully comply with its obligations hereunder shall be an Act of Default.

ARTICLE VIII TERMINATION

1. **Termination.** This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date, 365 days from the Effective Date;
- (c) Default by City; or
- (d) Payment of the maximum funds contemplated herein.

ARTICLE IX DISPUTE RESOLUTION

1. **Mediation.** If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between designated representatives of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to litigation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of mediation shall be assessed equally between the Parties with each party bearing their own costs for attorneys' fees, experts, and other costs of mediation and any ensuing litigation.

ARTICLE X MISCELLANEOUS

1. **MDD's Liability Limitations.** Should MDD fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of the Agreement, such failures shall be an Act of Default by MDD and MDD shall have ninety days to cure and remove the Default upon receipt of written notice to do so from City. City specifically agrees that MDD shall only be liable to City for the amount of the money payments then currently owing to City and shall not be liable to City for any alleged or actual incidental or consequential damages.
2. **Mutual Assistance.** The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
3. **Effective Date.** This Agreement shall become effective on the date of execution by the last party.
4. **Representations and Warranties.** The MDD represents and warrants to City that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. City represents and warrants to the MDD that it has the requisite authority to enter into this Agreement.
5. **Independent Contractors.**
 - (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, City at no time will be acting as an agent of the MDD and that all consultants or contractors engaged by City respectively will be independent contractors of City; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the MDD will not be liable for any claims that may be asserted by any third party occurring in connection with City respectively under this Agreement.
 - (b) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the City or MDD with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - (c) No employee of the City, or any board member, or agent of the MDD, or City Council member or agent of City shall be personally responsible for any liability arising under or growing out of this Agreement.
6. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, facsimile with receipt confirmation, or by depositing the same in the United States Mail, postage prepaid and certified with return receipt requested, addressed to the Party at the address set forth below:

If intended for MDD:

MDD President
 City of Fair Oaks Ranch
 7286 Dietz Elkhorn
 Fair Oaks Ranch, TX 78006

If to the City:

City Manager
 City of Fair Oaks Ranch
 7286 Dietz Elkhorn
 Fair Oaks Ranch, TX 78006

Any Party may designate a different address at any time upon written notice to the other Parties.

7. **Governmental Records.** All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10
8. **Governing Law.** The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in Kendall County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
9. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties, as approved by the governing bodies of MDD and the City.
10. **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.
11. **Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by governing bodies of MDD and the City.

13. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

14. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

15. **Exhibits.** Any Exhibits attached hereto are incorporated by reference for all purposes. Exhibits included:

Exhibit “A” Approved application for funding.

16. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

17. **Employment of Undocumented Workers.** During the term of this Agreement, City agrees to not knowingly contract with any firm or individual for the construction of the Facility who employs any undocumented workers.

18. **Governmental Functions; Liability; No Waiver of Immunity or Defenses**

a. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

i. The services provided for herein are governmental functions, and the City and the MDD shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

ii. The relationship of the MDD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

iii. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

b. The City shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the MDD in connection with the Agreement, and the MDD covenants and agrees, to the extent permitted by law, that the MDD shall be solely responsible, as between the MDD and the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the MDD or its respective employees, agents, representatives, or assigns, in connection therewith.

c. The MDD shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the City in connection with the Agreement, and the City covenants and agrees, to the extent permitted by law, that the City shall be solely responsible, as between the MDD and the City, for and with respect to any claim or cause of action

arising out of or with respect to any act, omission, or failure to act by the City or its respective employees, agents, representatives, or assigns, in connection therewith.

d. Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the MDD shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

e. Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

19. **Additional Instruments.** The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

20. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Executed on this _____ day of _____ 2025.

MDD

By: _____
Laura Koerner, President

ATTEST:

By: _____
Board Secretary

Executed on this _____ day of _____, 2025.

CITY

By: _____
Scott M. Huizenga, City Manager

ATTEST:

By: _____
Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with AAA Time Saver Services for the construction of a gateway feature monument

DATE: April 17, 2025

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

On July 18, 2019, the City Council created a Branding Advisory Committee, which was tasked with the development and implementation of a citywide branding program to include initiatives such as a City entryway or gateway feature.

Citizens were appointed to a subcommittee specifically dedicated to the Gateway Feature in November 2023. This Gateway Feature Committee was tasked with discussing and investigating the possible construction of gateway features at the main entryways to the City.

A conceptual design was completed by Halff Associates, Inc. and the City Council authorized full design services at the May 16, 2024 meeting. The City advertised a Request for Proposals for the construction of this project in January 2025. Proposals were due on January 28, 2025 and three proposals were received. A selection was made based on the following criteria:

- Price
- Relevant Experience
- Project Approach

An evaluation committee met and selected AAA Time Saver Services as the highest ranked respondent. Negotiations occurred and the final negotiated amount is \$199,840.00. The project is expected to take 120 days to construct.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Aligns with Strategic Action Plan item 5.2.2 Develop Brand Identity and Credibility.
- Aligns with Strategic Action Plan item 5.2.5 Design and Construct a City Gateway Feature.
- Complies with procurement requirements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

This project will be reimbursed by a grant from the Municipal Development District if the City Council approves the funding agreement.

LEGAL ANALYSIS:

The City’s standard Construction Agreement is being utilized for this project.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the City Manager to execute an agreement with AAA Time Saver Services for the construction of a gateway feature monument in an amount not to exceed \$199,840.00.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AAA TIME SAVER
SERVICES FOR THE CONSTRUCTION OF A GATEWAY FEATURE MONUMENT,
EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE
DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City created a Gateway Feature committee to capture the City’s identity and distinguish it from surrounding areas, and

WHEREAS, the design of a gateway feature monument was previously authorized and has been completed, and

WHEREAS, proposals were received in accordance with Texas Local Government Code Chapter 252, and

WHEREAS, the proposal from AAA Time Saver Services was selected for a cost of \$199,840.00, and

WHEREAS, the City Council of the City of Fair Oaks Ranch supports this purchase and authorizes the execution of an agreement with AAA Time Saver Services **(Exhibit A)**.

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

- Section 1** The City Council hereby authorizes the City Manager to execute an agreement with AAA Time Saver Services for the construction of a gateway feature monument, to expend required funds up to \$199,840.00, and to execute any and all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section3.** 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 4.** That 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, as amended, Texas Government Code.
- Section 5.** 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

provision of this resolution shall be and remain controlling as to the matters resolved herein.

- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 17th day of April 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

CITY OF FAIR OAKS RANCH
CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
 §
 KENDALL COUNTY §

This Construction Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and AAA Time Saver Services ("Contractor").

Section 1. Duration. This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

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

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

Section 3. Compensation.

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

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

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

Section 4. Time of Completion.

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before 120 calendar days after issuance of a Notice to Proceed.

Section 5. Insurance.

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

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

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

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

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a

subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

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

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

Section 6. Miscellaneous Provisions.

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

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

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

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

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

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

Section 7. Termination.

(A) This Agreement may be terminated:

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

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed

at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification. Contractor agrees to indemnify and hold the City of Fair Oaks Ranch, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the Work or goods performed or provided by Contractor – expressly including those arising through strict liability or under the constitutions of the United States.

Section 9. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver. Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Kendall County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Kendall County, Texas.

Section 14. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit. City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained

in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

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

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

24. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

25. Energy Company Boycotts. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify City.

26. Firearm Entities and Trade Association Discrimination. Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify City.

27. Sales Tax. The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act") and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the services to be provided under this Contract, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

28. Compliance with Laws, Charter, Ordinances. Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the ordinances of the City of Fair Oaks Ranch, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.

29. Liquidated Damages. Contractor hereby acknowledges that the award of the contract includes the requirement to timely commence the work on the Project in accordance with the fully executed Contract. Contractor hereby further agrees to pay to City as liquidated damages the applicable sum quoted below, for each calendar day in excess of the time set forth for completion of the Project. Time of completion is of the essence for the Project.

For each day that any work shall remain uncompleted after the time specified in the Contract, or the increased time granted by the City, or as equitably increased by additional work or materials ordered after the Contract is executed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due from the City:

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES
Less than \$25,000.00	\$100.00 Per Day
\$25,000.00 to \$99,999.99	\$150.00 Per Day
\$100,000.00 to \$499,999.99	\$200.00 Per Day
\$500,000.00 to \$1,000,000.00	\$250.00 Per Day
More than \$1,000,000.00 (sliding scale)	\$350 Per Day first 30 days; \$400 Per Day 31-60 days; \$500 Per Day 90 days and beyond

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the default shall continue after the time stipulated in the Contract for completing the work. The said amounts are fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages that the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain and which shall be retained from the monies due, or that may become due, under the Contract; and if said monies be insufficient to cover the amount owing, then the surety shall pay any additional amounts due. Notwithstanding the foregoing, in the event that the actual damages incurred by the City exceed the amount of liquidated damages, the City shall be entitled to recover its actual damages.

30. Warranty

The Contractor shall provide a warranty covering defect of material and workmanship for one calendar year following final completion of the Project.

31. Retainage

For each progress payment made prior to Final Completion of the Work, the City may withhold retainage in the amount of 10%. Retainage will be released upon achievement of Final Completion and acceptance by the City.

EXECUTED on _____.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: Scott M. Huizenga

Name: _____

Title: City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY

CONTRACTOR

City of Fair Oaks Ranch
Attn: Scott M. Huizenga
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

AAA Time Saver Services
PO Box 691431
San Antonio, TX 78269

EXHIBIT A

Exhibit “A”

SCOPE OF SERVICES

Price Proposal Form

Price to construct entire project (Includes all required Bonds, Insurance, Mobilization costs and any additional costs).

\$ 199,840.00 One Hundred Ninety Nine thousand eight hundred forty

The individual signing this certifies that he/she is a legal agent of the Company, authorized to submit on behalf of the Company, and is legally responsible for the decisions as to the supporting documentation provided.

Company Name: AAA Time Saver Services

Authorized Representative: Carlos Hernandez

Signature:  _____

Printed name: Carlos Hernandez

Title: Owner

Date: 04/02/2025

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Fair Oaks Ranch accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

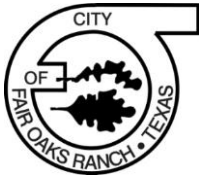
With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**.
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement**.
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fair Oaks Ranch of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions

- representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
 14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

City of Fair Oaks Ranch
Attn: Clayton Hoelscher, Procurement Manager
Email: choelscher@fairoaksranchtx.org
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Exhibit “C”
EVIDENCE OF INSURANCE



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving an amendment to the Municipal Development District Budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025

DATE: April 17, 2025

DEPARTMENT: Finance

PRESENTED BY: Summer Fleming, CGFO, Director of Finance

INTRODUCTION/BACKGROUND:

On April 9, 2025, the MDD Board approved a grant application in the amount of \$224,840 from the City of Fair Oaks Ranch for a gateway monument at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive and subsequently approved the execution of a Chapter 377 Project Funding Agreement with the City for this project.

This budget amendment appropriates \$224,840 for the awarded grant. The project is expected to conclude this fiscal year, at which time the MDD will reimburse the City in accordance with the project funding agreement.

The MDD Rules of Procedure Article IV, Section 1, and City Ordinance Section 1.08.001, require the MDD budget to be approved by City Council, including any amendments to the budget appropriating funds.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The use of MDD funds for a gateway monument represents the use of sales tax proceeds to develop an asset that will provide long-term value to the City by reinforcing a positive image of the community and supporting future economic growth. The gateway monument will enhance the entryway into the City and establish a strong visual identity promoting civic pride and supporting the beautification of the City.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The proposed budget amendment will increase appropriations in the MDD budget by \$224,840 awarded for the project.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve an amendment to the Municipal Development District budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

**FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT
FISCAL YEAR 2024-2025
PROPOSED BUDGET AMENDMENT**

	FY 24-25 ADOPTED BUDGET	FY 24-25 PROPOSED AMENDMENT	FY 24-25 AMENDED BUDGET
Beginning Fund Balance	\$ 3,331,455		\$ 3,331,455
<u>Revenues</u>			
Local Sales Tax	\$ 504,000	\$ -	\$ 504,000
Interest	100,000	-	100,000
Total Revenue	604,000	-	604,000
<u>Expenditures</u>			
Supplies	250	-	250
Training/Seminars	500	-	500
Attorney	3,500	-	3,500
Auditor	4,725	-	4,725
Professional Services	33,450	-	33,450
Insurance	50	-	50
Awarded Grants	25,000	224,840	249,840
Total Expenditures	67,475	224,840	292,315
Revenues over/(under) expenditures	\$ 536,525	\$ (224,840)	\$ 311,685
Ending Fund Balance	\$ 3,867,980		\$ 3,643,140



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

DATE: April 17, 2025

DEPARTMENT: Finance

PRESENTED BY: Summer Fleming, CGFO, Director of Finance

INTRODUCTION/BACKGROUND:

On April 3, 2025, City Council approved a resolution authorizing execution of a Purchase and Sale Agreement with the City of Boerne for the acquisition of real property for a total purchase price of \$543,628.80 plus applicable closing costs. A corresponding budget appropriation is required to fund this expenditure.

Additionally, City Council will consider action on two items related to the construction of a gateway monument. The first consideration is authorization to execute a project funding agreement with the Fair Oaks Ranch Municipal Development District for an awarded grant in the amount of \$224,840 for the design and construction of a gateway monument. The second consideration is authorization to execute a construction contract with AAA Time Saver Services in the amount of \$199,840 for the construction of the gateway monument. If approved, a budget amendment is required to appropriate funds for the cost of the construction contract and corresponding revenue to record the awarded grant from the MDD.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The purchase of land for an above-ground storage tank serves a public purpose and provides for the health, safety, and general welfare of the Fair Oaks Ranch citizens. The construction of a gateway monument will enhance the entryway into the City and establish a strong visual identity promoting civic pride and supporting the beautification of the City.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The proposed budget amendment will increase appropriations in the Water Capital Fund by \$543,628.80. Funds for the purchase of land associated with the above-ground water storage facility are reserved from contribution-in-aid and impact fees collected. The amendment will also increase appropriations in the Strategic Projects Fund by \$199,840 for the construction of a gateway monument and increase corresponding grant revenues by \$224,840 awarded for the project.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE BUDGET OF THE CITY OF FAIR OAKS RANCH, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025.

WHEREAS, on April 3, 2025, City Council approved a resolution authorizing execution of a Purchase and Sale Agreement with the City of Boerne for the purchase of real property in conjunction with the construction of an above-ground water storage facility in the amount of \$543,628.80 plus all closing costs associated with the transaction; and,

WHEREAS, on April 17, 2025, City Council approved a resolution authorizing execution of a Chapter 377 project funding agreement with the Fair Oaks Ranch Municipal Development District in the amount of \$224,840.00 for the design and construction of a Gateway Monument, and,

WHEREAS, on April 17, 2025, City Council approved a Resolution authorizing the execution of a construction contract with AAA Time Saver Services in the amount of \$199,840.00 for the construction of a Gateway Monument, and,

WHEREAS, pursuant to Texas LGC 102.010 budget amendments shall be passed and approved by City Council, and,

WHEREAS, the City Council finds the budget amendment as detailed in **Exhibit A** is warranted to fund the agreements as authorized by City Council.

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

- Section 1.** The City Secretary is hereby directed to file this ordinance as an amendment to the original budget and the Director of Finance is hereby directed to amend the original budget with the amendments listed in the attached **Exhibit A**.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this ordinance 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 17th day of April 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 1st day of May 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

**PROPOSED BUDGET AMENDMENTS
CITY OF FAIR OAKS RANCH
FISCAL YEAR 10/1/2024 - 9/30/2025**

Proposed Increases to Budgeted Expenditures

<u>Dep't</u>	<u>Acct #</u>	<u>Acct Name</u>	<u>Item</u>	<u>Amount</u>
Water Utility	22-504-101	Elevated Storage Tank	Land acquisition for elevated storage tank	\$ 543,629
SAP	02-506-105	Gateway Monument	Construction of Gateway Monument	\$ 199,840
Total Proposed Expenditure Increases				\$ 743,469

Proposed Increases to Budgeted Revenues

	<u>Acct #</u>	<u>Acct Name</u>	<u>Reason for Budget Surplus</u>	<u>Amount</u>
Revenue	01-400-930	Grants & Contributions	Grant funds awarded by the MDD	\$ 224,840
Total Proposed Revenue Increases/Expenditure Decreases				\$ 224,840

Transfers Required Between Funds

	<u>Acct #</u>	<u>Acct Name</u>	<u>Item</u>	<u>Amount</u>
Total Net Transfers between Funds				\$ -



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution adopting the proposed benchmark organizations for the FY 2024-25 Compensation and Benefits Study

DATE: April 17, 2025

DEPARTMENT: Human Resources

PRESENTED BY: Jim Williams, MBA, ICMA-CM, Assistant City Manager

INTRODUCTION/BACKGROUND:

The Human Resources Department engaged Evergreen Solutions, LLC to conduct a comprehensive review and analysis of the City’s compensation and benefits plan. Through this initiative, Evergreen has developed a set of proposed benchmark organizations to align the City’s compensation strategy with both market standards and internal equity goals.

These benchmarks will aid in the analysis of pay practices that enhance the City’s ability to recruit, retain, and engage high-quality employees while supporting the City’s strategic priorities. Evergreen identified the proposed benchmarks through detailed analysis of key positions, using both external market data and internal role comparisons.

The department now seeks Council approval to adopt the 20 benchmark organizations as a framework for future compensation planning and potential pay structure adjustments.

Evergreen Solutions utilizes a multi-pronged methodology in recommending market peers. The aim is to survey a broad range of organizations that fall into multiple categories comparability to Fair Oaks Ranch to achieve the most representative aggregation of data.

Market peers were determined by classifying comparators and/or competitors. Comparators are analogous to Fair Oaks Ranch in one or more criteria: size, number of residents served, per capita income, total tax rate, safest city designation and/or operating budget. Evergreen sought organizations that align with the City’s values and promote a similar level of responsiveness to resident needs.

Other market peers were determined by competition for quality employees in the labor market. Many of the City’s employees commute from outside the City and could conceivably commute to other employers. Identifying organizations that are potential market competitors is based on proximity and internal/external offerings. These are not mutually exclusive criteria, as a market peer could be both a comparator and competitor. Evergreen also recommends applying a cost-of-living factor to peer responses to ensure equity in employee purchasing power rather than basing it solely on salary equality.

1. Alamo Heights	11. San Marcos
2. Bee Cave	12. Schertz
3. Boerne	13. Seguin
4. Bulverde	14. Selma
5. Flower Mound	15. Shavano Park
6. Heath	16. Southlake
7. Helotes	17. Terrell Hills
8. Kyle	18. Trophy Club
9. New Braunfels	19. University Park
10. San Antonio	20. Kendall County

*Data can be found in “**Exhibit A**”

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports the City’s Strategic Action Plan 5.1.1 Evaluate and Update Compensation and Benefit Plans inclusive of Public Safety.
- Improves the City’s ability to compete in the labor market, ensuring essential services are staffed with qualified professionals.
- Promotes transparency and fairness in compensation practices.
- Aligns with best practices in public sector human resources management.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Adoption of the recommendations does not in itself trigger direct financial changes but will serve as a reference point for future budget planning.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution adopting the proposed benchmark target recommendations as presented for the FY 2024-25 Comprehensive Compensation and Benefits Study and future market comparisons.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS
ADOPTING THE PROPOSED BENCHMARK ORGANIZATIONS FOR THE FY 2024-25
COMPENSATION AND BENEFITS STUDY

WHEREAS, City Staff engaged Evergreen Solutions, LLC to perform a Comprehensive Compensation and Benefits Study to provide an objective and expert evaluations of the City’s compensation structure, and

WHEREAS, Evergreen Solutions, LLC conducted a comprehensive review for key benchmark comparators across the current market, where the review included an analysis of market data for comparable municipalities and public sector organizations to evaluate the City’s pay competitiveness and equity, and

WHEREAS, Evergreen Solutions, LLC identified 20 benchmark organizations that will serve as the foundation for future compensation structure updates, and

WHEREAS, the City’s current compensation philosophy calls for attracting and retaining a high-performing workforce by maintaining competitive and equitable compensation practices, and

WHEREAS, the City Council of the City of Fair Oaks Ranch finds it necessary and appropriate to adopt the proposed benchmark organizations to guide compensation planning and ensure strategic alignment with organizational goals.

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

- Section 1.** That the City of Fair Oaks Ranch adopts the proposed benchmark organizations, as presented in **Exhibit A**.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** 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 4.** That 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, as amended, Texas Government Code.
- Section 5.** 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

provision of this resolution shall be and remain controlling as to the matters resolved herein.

- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 17th day of April 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

"EXHIBIT A"

Target	Population	Distance (Miles)	FTE Count	Per Capita Income	Total Tax Rate	Budget	COL
Cities							
Fair Oaks Ranch	11,406	0	85.00	\$ 84,981	0.2853	\$ 28,706,312	100.1
Alamo Heights	7,466	27	104.00	\$ 95,001	0.3701	\$ 23,117,976	100.1
Bee Cave	8,621	85	66.00	\$ 90,122	0.0200	\$ 13,157,275	106.6
Boerne	21,774	8	320.25	\$ 44,880	0.4716	\$ 138,000,000	111.0
Bulverde	6,970	20		\$ 46,350	0.2298	\$ 9,464,300	111.0
Flower Mound	79,445	287	729.00	\$ 68,823	0.3872	\$ 276,786,712	104.0
Heath	11,238	304	75.50	\$ 107,255	0.2903	\$ 10,525,700	103.2
Helotes	9,952	17	84.00	\$ 53,037	0.3100	\$ 10,461,575	100.1
Kyle	62,548	66	433.00	\$ 36,546	0.4693	\$ 282,642,793	94.8
New Braunfels	110,958	40	897.00	\$ 44,460	0.4089	\$ 388,838,475	98.9
San Antonio	1,495,295	26	13839.00	\$ 32,983	0.5416	\$ 3,956,628,529	100.1
San Marcos	71,569	63	941.91	\$ 26,576	0.6030	\$ 342,578,537	94.8
Schertz	43,239	35	488.00	\$ 41,418	0.4900	\$ 132,189,127	96.0
Seguin	36,013	60		\$ 31,915	0.5125	\$ 207,675,748	96.0
Selma	11,748	32		\$ 43,427	0.1879	\$ 30,315,012	100.1
Shavano Park	3,784	25	51.00	\$ 111,913	0.3127	\$ 6,900,000	100.1
Southlake	31,137	282	585.00	\$ 117,219	0.3050	\$ 149,279,451	111.0
Terrell Hills	5,059	30	50.00	\$ 110,935	0.3547	\$ 7,900,266	100.1
Trophy Club	13,666	290	94.78	\$ 85,826	0.4155	\$ 38,623,779	101.5
University Park	24,954	280		\$ 111,757	0.2299	\$ 42,377,197	109.2
Counties							
Kendall	51,828	0	355.00	\$ 57,181	0.3827	\$ 93,265,801	111.0



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution amending the City of Fair Oaks Ranch's Personnel Policies

DATE: April 17, 2025

DEPARTMENT: Administration

PRESENTED BY: Jim Williams, MBA, ICMA-CM, Assistant City Manager

INTRODUCTION/BACKGROUND:

The City last updated its personnel policies in 2006. Staff recently initiated a review of the City's Personnel Policies Manual and identified priority sections for updates. This resolution, if adopted, will amend Chapters 2 and 8. The proposed comprehensive changes are summarized below and presented in Exhibit A, attached.

Chapter 2 Employee Responsibilities

- Updates the title to be Employee Code of Conduct, which reflects the general theme of the updated policy
- Updates professional appearance standards. Clearly spells out appearance standards and streamline language to be more succinct. Adds a sub-section that gives guidance to Human Resources when addressing religious and cultural accommodations and how overall dress and appearance conflicts will be addressed
- Remove Timeliness and Attendance section – this was moved to Chapter 6 Work Schedules
- Updates employee records disclosure language to be more succinct and consistent with Texas Public Information Act
- Adds conflict of interest and ethics section to include conflict disclosure requirements and a conflict determination process
- Updates language in the Political Activities section
- Updates the public relations section to provide more guidance on media outreach, initial media response, and how the City will handle media requests for access to facilities and restricted areas
- Deletes references to use of telephones – this was included in the recent Chapter 11 Use of City Resources adoption
- Updates recording of conversations section language

Chapter 8 Leave Time

- Adds a general policy statement about the City's overall intent for leave benefits
- Adds definitions for different leave types and leave terms used in the updated policy

- Updates language for leave approval process, transfers managing and approvals to supervisors
- Updates vacation leave to depict current accrual rates, and current use and administration practices
- Updates sick leave to depict current accrual rates and current use and administration practices
- Establishes rates of charging vacation and sick leave to ¼ hour increments
- Adds a subsection to address patterns of sick leave abuse
- Adds a comprehensive Family and Medical Leave Act (FMLA) section
 - Summarizes the minimum FMLA compliance standards adopted by the City and serves as a FMLA guide for supervisors
 - Retains the City's current FMLA eligibility period of a rolling 12-month period and minimum protected leave requirement by law: 12 weeks.
 - Outlines how the City will pay benefits during a period of paid or unpaid FMLA
- Clarifies the leave of absence policy to include rules for eligibility, how employees request a leave of absence, and the maximum allowable time an employee can be on extended leave of absence (90 days)
- Updates the Military Leave section to be compliant with the Uniformed Services Employment and Reemployment Rights Act (USERRA) as well as provides a succinct guide for supervisors. The section clarifies the rules around the maximum amount of days an employee on USERRA leave will not lose pay to 15 days per year
- Updates language to match current practice for employees tasked for jury duty and provides 1 hour of admin leave for employees to vote during federal, state and local elections
- Updates bereavement leave section with clearer language and proposes to increase the bereavement leave benefit from 3 to 5 days
- Updates job abandonment language to match current practice

Upon adoption of this resolution, Administration will promptly implement these policy changes across the organization. Additional updates to the Personnel Policies Manual will be presented to the City Council for consideration in future meetings.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Consistent with Strategic Action Plan Priority 5.1 to Evaluate and Implement Key HR Programs That Promote Organizational Design and Development

Implements Strategic Action Plan Project 5.1.2 to Evaluate and Update Employee Handbook

Complies with Chapter 5 of the Home Rule Charter for the City Manager to implement ordinances and policies adopted by the City Council.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

None

LEGAL ANALYSIS:

The resolution is approved as to form by the City Attorney's office.

Policy Chapters 2 and 8 were reviewed by the City Attorney's office.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution amending the City of Fair Oaks Ranch's Personnel Policies.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AMENDING THE PERSONNEL POLICIES MANUAL

WHEREAS, the City of Fair Oaks Ranch has established workplace rules that promote consistent and fair practices that result in effective public service delivery, and

WHEREAS, the City's Personnel Policies Manual was last updated in 2006, and

WHEREAS, the City finds it necessary to update these policies, and

WHEREAS, the City wishes to amend Chapter 2 Employee Responsibilities and Chapter 8 Leave Time, and

WHEREAS, it is in the best interest of the City to have an updated and relevant Personnel Policies Manual.

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

- Section 1.** The City Council hereby adopts the amended sections and changes to outdated terms in the City of Fair Oaks Ranch Personnel Policies Manual, as presented in Exhibit A.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** 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 4.** That 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, as amended, Texas Government Code.
- Section 5.** 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 provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 17th day of April 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

2.00 EMPLOYEE CODE OF CONDUCT

2.01 GENERAL

City employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of illegal and unethical conduct. Employees are expected to carry out efficiently the work items assigned as their responsibility, to maintain good moral conduct, and to do their part in maintaining good relationships with the public, city officials, and their fellow employees.

2.02 PROFESSIONAL APPEARANCE

2.03.01 Employees are expected to present themselves and represent the City in a professional manner that reflects the City's values and the public's interest. A well-maintained personal appearance fosters a productive work environment and enhances the City's image. Employees should dress in a manner that is neat, clean, and appropriate for their job duties and work environment.

2.03.02 Dress code guidelines.

- Business Attire. Employees in executive roles, meetings with other entities representing the City, at speaking engagements on behalf of the City or a professional organization or in speaking roles at conferences will wear business professional or business casual attire, as specified by their Department Head.
- Casual Attire. May be permitted by their Department Head so long as it remains modest, clean and workplace appropriate.
- Uniforms. Employees issued and required to wear uniforms shall wear them as specified by their Department Head. Employees who have been issued uniforms may have to return them upon leaving City employment.
- Safety Gear. Employees issued and required to wear personal protective equipment (PPE) will comply with safety standards and dress requirements specified by their Department Head.
- Prohibited Attire. Employees who report to work in unacceptable dress may be required to leave the work center and change into acceptable attire before being allowed back into the work center. The following attire is not allowed:
 - Clothing with offensive or inappropriate graphics or slogans,
 - Ripped, torn, or distressed clothing,
 - Shorts or miniskirts,
 - Leggings (Unless worn under a dress or tunic of appropriate length),
 - Athletic wear, including yoga pants or gym shorts,
 - Shoes not in good repair or inappropriate for the safety environment, or beachwear

2.03.03 Grooming and Hygiene. Employees are expected to maintain good personal hygiene and a well-groomed appearance which includes:

- Clean and well-maintained clothing,
- Neatly groomed hair and facial hair,

- Proper hygiene practices that promote a respectful and comfortable work environment.

2.03.04 Religious and cultural accommodations will be handled fairly, on a case-by-case basis, and where appropriate. Employees should discuss religious or cultural accommodations with the Human Resources Department.

2.03.05 Enforcement. Department Heads in consultation with the Human Resources Department will settle and decide all conflicts on what attire is permitted in the workplace.

2.03 PUBLIC ACCESS CONFIDENTIALITY FORM

Certain personnel-related information is exempt from disclosure under the Texas Public Information Act. Employees must elect, within the first 14 days of employment, if they do not wish to disclose their home address, telephone number, emergency contact information, social security number, or information that could reveal whether the employee has family members (see form in Appendix B).

2.04 CONFLICT OF INTEREST / ETHICS

2.05.01 Consistent with Texas Local Government Code Chapter 171 and City Code Chapter 1.10 this policy establishes high moral and ethical standards for employees that fosters trust, respect and confidence of City residents. A fair and open government requires that City business be conducted in a manner that preserves the integrity of the local government process and avoids conflicts of interest and ethical concerns.

2.05.02 Disclosure of potential conflicts is required as soon as practicable when the employee becomes aware of the potential conflict. Employees will make disclosures in writing to their Department Head and the Human Resources Department. Disclosures will include all facts about potential conflicts, to include:

- hours and days engaged in outside activities,
- the nature of the outside activities,
- the nature the financial interests, or
- a gift or gratuity, which includes:
 - the form (money, loan, entertainment, hospitality, promise, etc.), and
 - the circumstances in which the gift could be inferred as intended to influence the employee's official duties or confer a benefit for past performance of official duties.

The Human Resources Department will refer the employee's conflict disclosure to the City Attorney's office for a conflict determination assessment. The City Attorney's office will provide conflict determination assessment to the City Manager. The City Manager will review the conflict determination assessment and forward their decision to Human Resources. The Human Resources Department will reply to the employee and Department

Head in writing the results of the conflict determination. The Employee will have 10 business days to resolve identified conflicts. A record of the conflict disclosure and determination will be kept in the employee's personnel file.

2.05.03 Outside activities. Employees may not engage in any outside employment, activity, or enterprise that is inconsistent or incompatible with City employment, job performance, or reflects unfavorably in any way upon the City. Advance approval is required for employees wishing to engage in outside employment activities.

2.05.04 Gifts and gratuities. Except for general gifts available to all employees, individual employees may not accept personal gifts or gratuities from contractors, vendors, residents or any parties conducting business with the City.

2.05.05 Financial Interest. Employees shall have no financial interest in any contract, service, or other work performed by the City, nor profit directly or indirectly from a contract, purchase, sale, or service between the City and any person or company. An employee may not:

- solicit or accept or agree to accept a financial benefit that might reasonably tend to influence their performance,
- accept outside employment or compensation that might reasonably induce an employee to disclose confidential information or would tend to impair independence of judgement while in performance of City duties,
- make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and City duties, or
- solicit or accept a financial benefit from another person in exchange for having performed duties as a City employee in favor of that person.

2.05.06 Financial Obligations. Employees are expected to manage their personal finances and fulfill financial obligations, including taxes and court-ordered child support. Failure to pay just debts may result in disciplinary action, particularly if it affects job performance or leads to workplace disruptions.

2.05 POLITICAL ACTIVITY

2.06.01 City employees are encouraged to participate in the electoral process and exercise their civic rights, including voting, in accordance with state and federal laws and City policies. City employees may not:

- Use their position to influence or interfere with the result of an election or nomination for office,
- Directly or indirectly coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency or person for a political purpose,
- Be a candidate for election to the City of Fair Oaks Ranch City Council, or
- Use City resources to contribute to a political campaign.

2.06.02 Campaign materials may not be displayed on City-owned property, vehicles, or

buildings.

2.06.03 An employee's lawful political activity shall not influence decisions regarding compensation, promotions, demotions, work assignments, leave or travel requests, or any other employment-related matters.

2.06 PUBLIC RELATIONS

2.07.01 Media Inquiries. Communication with the public and media about City issues and problems is the responsibility of the Mayor and City Manager and will normally be coordinated through the Communications Department. Employees are not permitted to speak to or reply to a media inquiry without authorization from the City Manager.

2.07.02 Media Outreach. Employees are not permitted to initiate contact with journalists or media outlets, or post content on a social media site on behalf of the City without written authorization from the City Manager. Employees wishing to publicize a program or event via media outreach will coordinate their efforts through the Communications Department.

2.07.03 Emergency or After-Hours Initial Media Response. In the event of crisis or rapid development of an event and when the Communications Department, Mayor or City Manager has not been mobilized, City supervisors and above may provide a brief, initial response. An emergency response should include:

- An acknowledgment of the request,
- A brief statement of facts,
- A holding statement (if available), and
- An estimate of when a more detailed statement will be available.

Supervisors, at their soonest opportunity will report to the City Manager, Mayor and the Communications Department the initial response information that was relayed to the media.

2.07.04 Media Access to City Events. Media are entitled to access the City Hall campus to the same extent as other members of the public. Media must be accompanied by a Communications Department staff member if granted access to municipal offices or work centers not accessible by the public, conference rooms or meeting spaces that have not been noticed for a public meeting, or incident sites that are temporarily blocked off from the public by an incident commander for safety concerns or operational need.

2.07.05 The City Manager will maintain supplemental media inquiry and outreach procedures that conform to this policy.

2.8 RECORDING OF CONVERSATIONS

Electronic recording of conversations between employees or between employees and elected officials is prohibited unless all parties are aware and have expressly consented to the recording.

8.00 LEAVE

8.01 GENERAL POLICY

Leave is a benefit intended to provide employees time away from the work environment to pursue activities that will promote the wellbeing of the employee. Use of leave benefits on a regular basis is encouraged and shall not be unreasonably denied. Violations of this policy may result in disciplinary action.

8.02 DEFINITIONS

Initial Employment Period is a period of six months commencing with the employee's first day of employment.

Leave Time is either sick leave, vacation leave, bereavement leave, administrative leave, FMLA leave, or military leave. Leave time is time during normal working hours in which an employee is not in the work center and does not engage in the performance of job duties. Leave time may be either paid or unpaid.

Paid Leave is the authorized time off from work that an employee is compensated for, even though they are not actively working.

Unpaid Leave is an authorized time off from work where an employee does not receive regular wages or salary during the absence. Unpaid leave is typically used when an employee has exhausted their paid leave options.

Sick Leave is the authorized time off from work that an employee can take when they or a member of their household is ill, injured, or needs medical care such as doctor's appointments or recovery from a medical procedure.

Vacation Leave is the authorized time off from work that an employee takes for personal rest, relaxation, or travel.

FMLA is job-protected unpaid leave under the Family and Medical Leave Act.

Military Leave is job-protected leave under the Family and Medical Leave Act for eligible employees with family members in the military. It includes two types of leave: Qualified Exigency Leave or Military Caregiver Leave.

Administrative Leave is a temporary authorized absence from work. Administrative Leave can be either paid or unpaid.

Leave of Absence is an approved period of time, typically in weeks or months, that an employee takes off from work, either in paid or unpaid status.

Excused Absence is those hours or days when an employee is excused from being present during work time. Examples include vacation, sick, holiday, civil duty, etc. An excused

absence may be with or without pay, depending on the circumstances that led to the absence.

Unexcused Absence is those hours or days when the employee is absent from regular duty without permission of their Department Head. Employees are not paid for unauthorized absences, and such absences are subject to disciplinary action. Examples include tardiness; unauthorized absence, absence resulting from detention in a county, state or federal prison, etc.

8.03 APPROVAL OF LEAVE

8.03.01 Sick and Vacation Leave must be approved by the employee's supervisor.

8.03.02 Supervisors are responsible for verifying employees have adequate leave balances before approving leave.

8.04 VACATION LEAVE

8.04.01 Vacation leave accrues at the following rate for regular full-time employees:

Length of Service	Accrual Rate (hours per pay period)	Annual Accrual
0 to 5 years of service	4.62 hours/PP	120 hours
6 to 10 years of service	6.16 hours/PP	160 hours
11 to 15 years of service	7.70 hours/PP	200 hours
16 to 20 years of service	9.23 hours/PP	240 hours
21+ years of service	10.77 hours/PP	280 hours

8.04.02 Temporary and part-time employees do not earn vacation leave.

8.04.03 Employees in unpaid leave status or on Administrative Leave will not accrue vacation leave.

8.04.04 Except for FMLA leave, employees may not be in unpaid leave status while they have a vacation leave balance.

8.04.05 Employees in workers compensation status will not accrue leave.

8.04.06 The maximum accrual balance of leave may not exceed the maximum rate of

accrual in a two-year period. Leave will not be added to an employee's leave balance once they achieve the maximum accrual balance.

8.04.07 Vacation leave is customarily not granted during the initial employment period. Requests for leave during the initial employment period should be granted based on exceptional circumstances and will be approved by a Department Head.

8.04.08 Vacation leave must be scheduled and approved in advance. Supervisors are responsible for publishing and maintaining work center vacation schedules. A vacation leave request in excess of 10 working days must be submitted by the employee 30 days in advance.

8.04.09 Vacation leave will be charged in ¼ hour (0.25 hour) increments. Vacation leave used may not exceed the balance that has been accrued.

8.04.10 Upon voluntary separation of employment, employees will be paid the balance of unused accrued vacation leave at the hourly rate of pay the employee was earning at the time of separation.

8.05 SICK LEAVE

8.05.01 Regular full-time employees earn and may use sick leave benefits starting on their date of employment. Temporary and part-time employees do not earn sick leave. Employees using sick leave are in paid status. Sick leave accrues at the rate of 4.0 hours per pay period.

8.05.02 Employees may use sick leave when absent from work due to:

- Personal illness or physical or mental incapacity,
- Medical, dental, or optical examinations or treatments,
- Physical therapy if prescribed by a physician, or
- Illness of immediate family member or any other relative of the employee who resides in the employee's household and requires the employee's personal care and attention.

8.05.03 Employees may accumulate an unlimited balance of sick leave – there are no sick leave caps. Accumulated sick leave balances are not paid to employees upon termination of employment.

8.05.04 Requests to use sick leave for non-emergency reasons should be made and secured at least one workday in advance when possible.

8.05.05 Employees must inform their supervisor as soon as possible via phone call, text message or email that they will need to use sick leave and the expected duration of the absence. If the period of absence needs to be extended, employees must notify their supervisor not later than four hours prior to their next scheduled shift.

8.05.06 Failure to provide notice may result in the employee being placed into a leave-without-pay status. Upon returning to work and before the end of the pay period, employees

who have been absent on sick leave must complete the required sick leave approval form.

8.05.07 Sick leave will be charged in ¼ hour (0.25 hour) increments, not to exceed the employee's normally scheduled hours for that day. The use of sick leave will not be considered hours worked in the calculation of overtime.

8.05.08 If a sick leave absence exceeds three days or if a pattern of sick leave abuse arises, a Department Head may request a written physician's note certifying the employee's illness or fitness for duty.

8.05.09 Abusing sick leave for purposes other than legitimate reasons outlined in this policy is prohibited.

8.05.10 If sick leave balances have been exhausted, employees may use vacation leave (if available) in lieu of unpaid leave.

8.05.11 When an employee is on vacation leave and an authorized reason for sick leave occurs, the employee may be granted sick leave for the duration of time needed to address the illness. Changes in leave type must be approved by the supervisor.

8.05.12 Supervisors shall notify Human Resources if an employee is absent for more than three consecutive days on sick leave or become aware of a potential FMLA eligible condition.

8.06 FAMILY AND MEDICAL LEAVE

8.06.01 General Policy.

1. The Family and Medical Leave Act of 1993 (FMLA) (including subsequent amendments) provides **eligible** employees the right to take an unpaid, job-protected leave of absence for specified family and medical reasons with a continuation of group health insurance coverage under the same terms and conditions as if they had not taken leave.
2. Eligible employees reporting back to work from FMLA leave are entitled to be returned to the same position the employee held before the FMLA leave started, or moved to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment as provided by the Act.
3. The Human Resources Department will implement FMLA leave administrative procedures consistent with this policy.

8.06.02 Family and Medical Leave – Eligibility and Qualifying Circumstances

1. In order to qualify for family or medical leave under this policy, employees must meet the minimum **conditions** in the Act.
2. The 12-month eligibility period for leave will be computed as a **rolling 12-month**

period measured backward from the date leave is used.

3. To qualify for family medical leave under this policy, leave may be granted for any one of the **reasons** listed in the Act.

8.06.03 Length of Qualified Leave

Eligible employees are entitled to up to 12 weeks of leave within a 12-month rolling period for reasons defined in the Act except for military care giver leave. Eligible employees are entitled to up to 26 weeks of military care giver leave as defined in the Act, within a 12-month rolling period.

8.06.04 Employee Status and Benefits During Qualified Leave

1. Employee Status

- Should the employees' circumstances change at any time during the FMLA leave period, or if an employee has decided or is otherwise unable to return from FMLA leave, immediate notice to the Human Resources Department is required.
- The City, periodically through the course of FMLA leave, may request the employee to verify their intent to return to City employment and may require recertification or follow-up confirming the conditions of the medical qualifying event.
- The employee is responsible for providing appropriate documentation and responding to the City's requests. Failure to provide appropriate documentation may result in a denial of FMLA leave.

2. Employee Benefits

- Health Benefits
 - While an employee is on FMLA leave, the City will continue the employee's health insurance benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. All Health payments will continue to be deducted from the employee's paycheck for as long as the employee remains in paid status.
 - If an employee goes into leave without pay status, the employee must continue to pay the employee share of insurance premiums. These may be deducted, where possible, from the paycheck issued just prior to commencement of the FMLA leave or paid directly to the City. In the event advance deductions or payments are not made, premiums will be deducted from the first full paycheck upon return to work. Pay cannot be reduced below minimum wage and therefore may require more than one pay period to recover payroll deductions.
 - If at any time FMLA leave goes into unpaid status, the employee will be notified in writing and required to make the employee's share of the

insurance premium payment. The employee will then have a 30-day grace period in which to make the payment. If payment is not made within this timeframe, the employee's health care coverage may be cancelled, provided the City notifies the employee in writing at least 15 days before the date on which the healthcare coverage will lapse.

- Supplemental Life or Supplemental Insurance (AFLAC)
 - Premiums must be paid during an employee's leave without pay.
 - Payment must be received by the first of the month by cash, personal check or credit card, or through payroll deduction. The City will not advance premiums to the carrier if those premiums are not paid timely by the employee.
 - If payment is not received by the due date, the employee must contact the carrier to determine status and continuation of coverage.
- Flexible Spending Account
 - If the employee has elected to pay into a Flexible Spending Account, the amounts specified to be withheld each pay period must be continued at the originally designated rate for the duration of leave without pay.
 - Since these deductions are withheld from pre-tax dollars, whenever possible, deductions will be made in advance of the employee going into leave without pay status.
 - If funds are not available for these deductions to be taken in advance, all amounts will be deducted from the employee's first paycheck upon return to work. Pay cannot be reduced below minimum wage and therefore may require more than one pay period to recover payroll deductions. In the event an employee does not return to work all applicable deductions will be made from the employee's final paycheck.
- 457 Deferred Compensation Plan
 - If the employee has elected to contribute to a 457 Deferred Contribution Plan, contributions will be deducted as normal while in paid status.
 - If the employee goes into leave without pay status, all contributions will be discontinued for the period of leave without pay. Upon return to work, contributions will commence at the previously designated amount.
- TMRS Contributions
 - Leave without pay can affect TRMS service credit, as time spent in a non-paid status may not be considered creditable service for retirement purposes, depending on the length and circumstances of the leave.
 - All contributions will be discontinued for the period of leave without

pay. Upon return to work, contributions will commence at the previously designated rates.

8.06.05 FMLA - Use of Paid or Unpaid Leave

1. An employee authorized for FMLA leave must use available sick leave and personal holidays prior to using leave without pay (unpaid FMLA leave). Employees may use vacation leave prior to using unpaid FMLA leave.
2. Once an employee elects to go into a leave without pay status (unpaid FMLA leave), they cannot later change their mind and decide to intermittently or in full use their vacation leave during the FMLA leave qualifying event.

8.06.06 FMLA - Intermittent Leave or Reduced Work Schedule

1. When intermittent FMLA leave is necessary and authorized due to the serious health condition of the employee or qualified family member of the employee, the employee may take FMLA leave on an intermittent basis per processing increments of $\frac{1}{4}$ hour (0.25 hours).
2. An employee may request a reduced hours work schedule for the birth, adoption, or foster care of a child; however, reduced hour work schedule must be mutually agreed upon by both the City and employee and must be taken in a single block of time.

8.06.07 Certification of the Serious Health Condition

1. The City will use Department of Labor published forms for certification of serious health conditions.
2. If the certificate does not include all required information needed to make the FMLA leave eligibility determination, the City will contact the employee who will be responsible for obtaining the information from the health care provider within a reasonable length of time.
3. The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor selected by the City.
4. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will jointly select the third doctor, and the City will pay for the opinion. This third opinion will be considered final.

8.06.12 Certification of Military Related FMLA Leave

1. The City requires the employee to provide a copy of the covered military member's active-duty orders or other documentation issued by the military that indicates that the covered military member is on active-duty or called to active-duty status in support of a contingency operation, and the dates of the covered military member's active-duty service.

2. The employee must respond to requests for certification within 15 calendar days of notice or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of FMLA leave.

8.06.12 Responsibilities

1. Employees: It is the responsibility of the employee to promptly notify his/her supervisor of the request for time off required for family or medical reasons and to produce any required medical certifications within the time limits provided by the FMLA. If the employee intends to retain or use vacation leave in FMLA status, it is their responsibility to notify payroll in advance of the payroll processing.
2. Supervisors: It is the responsibility of the supervisor to notify Human Resources immediately once they become aware of requested leave due to family or medical reasons. If an employee calls-in sick for more than three consecutive workdays, and the employee's supervisor becomes aware of a potential FMLA qualified leave, then the supervisor shall notify the Human Resources Department immediately.
3. Human Resources: It is the responsibility of the Human Resources Department to notify the employee of his/her eligibility to take a designated family medical leave of absence within five business days of the date an employee requests FMLA leave, or when notified by the supervisor.
 - The City may, where information suggests an absence is a qualifying condition, initiate FMLA leave for employees. Such FMLA leave designation shall not be declined by the employee.
 - If the supervisor is not aware of the reason for leave, or if the employee requests FMLA leave retroactively, leave may be designated retroactively only while the leave is in progress or within three business days of the employee's return to work.
 - FMLA leave will only be considered for absences dating back no more than 15 days from the date the FMLA leave was approved by the City.
 - Calls to either the supervisor or the Human Resources Department by persons other than the employee will be accepted when the employee or other person can demonstrate the employee was incapacitated due to a serious medical condition and not able to report.

8.07 EXTENDED LEAVE OF ABSENCE

8.07.01 General Policy

1. The City recognizes that there may be situations where an employee needs to take extended time away from work for personal reasons that may not be covered by sick leave, vacation leave, FMLA leave, ADA accommodations, worker's compensation or any other formal remedy.
2. Employees who have been employed by the City for at least two years may be eligible for an extended, unpaid leave of absence.
3. An extended leave of absence may be granted following the completion of a qualified FMLA leave.
4. Extended leave of absence request shall be made in writing to include a description

of circumstances to the employee's Department Head. The request will be reviewed and may be approved by the City Manager.

8.07.02 Qualifying Extended Leave of Absence Circumstances

1. Sabbatical leave,
2. Treatment of health conditions or recovery from treatment,
3. Care for a family member with a serious health condition,
4. Education,
5. Family emergencies, or
6. Employee has not taken an extended leave of absence in the past five years.

8.07.03 Length and Employee Status During Extended Leave of Absence

1. Extended leave of absences may not exceed 90 days in duration.
2. Employees must exhaust their vacation leave before requesting an extended leave of absence and before entering unpaid status.
3. Accrued sick leave may be used and exhausted for health or health care related circumstances before entering unpaid status.
4. Employees in unpaid extended leave status may continue to receive City benefits such as Health benefits and supplemental insurance benefits so long as they pay the full premiums for said benefits (i.e. COBRA insurance coverage).
5. Employees wishing to end the extended absence leave early must give their Department Head at least two-weeks notice.
6. Upon return to work, employees will be reinstated to their position to include pay and benefits status.
7. Employment while on extended absence leave will be grounds for immediate dismissal of City employment.

8.08 EXTENDED MILITARY LEAVE

8.08.01 Employees who are qualified members of uniformed services, have applied for membership in the uniformed services, or have obligations to serve in the uniformed services may be entitled to an extended leave of absence from their City duties, without loss of time, seniority, benefits, or salary based on their uniformed services duties. The Uniformed Services Employment and Reemployment Rights Act (USERRA) and State law defines uniformed services and eligibility requirements.

8.08.02 Eligible employees may use 15 calendar days of extended military leave per year for active duty, active-duty training, or inactive duty training. This can be extended under certain conditions in accordance with USERRA.

8.08.03 Employees shall not lose pay while on extended military leave, not to exceed 15 days annually. The City will reimburse employees for any shortfall in compensation from military pay received and their monthly rate of City pay. Employees will provide the City documentation of all pay received while on extended military leave.

8.08.04 Employees performing eligible service in the uniformed services may continue coverage under the City's health plan for up to 24 months. The City will pay the premium through the end of the first month of eligible absence and the employee, if they wish to participate, will reimburse the City for the monthly premium (i.e. COBRA insurance coverage) for the remainder of the eligible absence.

8.08.04 An employee who has been absent from their City position due to qualified service in the U.S. Armed Services is eligible for reemployment if: the employee provided advanced notice of their service to the City; the cumulative service is five years or less; the employee timely returns to work or re-applies for work after the service; and the employee's separation or dismissal from service does not disqualify the employee. Human Resources shall consult with the City Attorney about each reemployment situation.

8.08.05 Returning service members have a set period of time in which to report back to work to preserve their reemployment rights. The City will accept a verbal or written notification as application to return to their City position. Application shall be made to the Human Resources Department. Employees who served more than 180 days must provide application not later than 90 days after completing service. Employees who served more than 30 days, but less than 181 days must provide application not later than 14 days after completing service, unless it is impossible or unreasonable for the employee to do so, in which case the employee must submit application not later than the next full calendar day after it becomes possible to do so. Employees who served less than 30 days must submit application not later than the second day of the first full, regularly scheduled work period.

8.09 CIVIC DUTY LEAVE

8.09.01 Employees are granted civic duty leave with pay for jury duty, when subpoenaed to testify before a grand jury at a criminal trial, or in a civil case in which the City is a party. Any wage received for jury duty shall be remitted to the City.

8.09.02 Employees are granted one (1) hour of civic duty leave to vote in a regular or special federal, state, or local election. Employees must coordinate with their supervisors before taking civic duty leave.

8.09.03 When an employee has completed civic duty leave for the day, and the total accumulated time for civic duty and work time has not reached their normally scheduled work hours, they must report to the City for duty to complete the remaining work hours, or take vacation leave to accumulate the required paid hours. Employees who expect to be absent from work for more than one workday on civic duty leave must notify their supervisor daily and at the beginning of the workday.

8.09.04 When an employee is absent for serving as an authorized subpoenaed witness or for jury duty, if asked by a supervisor they must provide documentation of actual time served when they return to duty.

8.10 BEREAVEMENT LEAVE

8.10.01 If an employee experiences a family member's death, the employee is authorized to take five working days of paid leave to grieve and attend to necessary arrangements. Bereavement leave will be taken in consecutive days and may not be used intermittently. Employees may be asked to provide documentation supporting a bereavement leave request and if asked they shall present it to their Department Head within five business days from the date they return to work.

8.10.02 Employees may supplement bereavement leave with additional paid or unpaid leave if extra time is needed. Additional time shall be approved by the employee's Department Head.

8.10.03 For purpose of bereavement leave eligibility, "family" is a spouse, parent, grandparent, child, grandchild, sibling, equivalent relations of a spouse (e.g. in-laws) or any person in the employee's household who was dependent on the employee for care.

8.11 ADMINISTRATIVE LEAVE

The City Manager may authorize administrative leave, with or without pay, when warranted by unforeseen circumstances not otherwise provided for in these policies.

8.10 JOB ABANDONMENT

Unauthorized absence from work exceeding three consecutive workdays without the employee notifying a supervisor or the Human Resources Department will be considered job abandonment and will be treated as a voluntary resignation. Prior to dismissal for job abandonment, the Human Resources Department will make reasonable efforts to contact the employee to determine if there are mitigating circumstances (i.e. employee is incapacitated). Exceptions due to mitigating circumstances may be approved by the City Manager.

2.00 EMPLOYEE RESPONSIBILITIES CODE OF CONDUCT**14.032.01 GENERAL**

~~14.03.08 The City of Fair Oaks Ranch is a public, tax-supported organization. Its City~~ employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of ~~even the appearance of~~ illegal ~~or~~ and unethical conduct ~~at all times~~. Employees are expected to carry out efficiently the work items assigned as their responsibility, to maintain good moral conduct, and to do their part in maintaining good relationships with the public, city officials, and their fellow employees.

~~2.00.01 In the absence of any request for clarification, the City will assume that each employee understands the responsibilities assigned to the position which they occupy as set out in the city's job description for that job.~~

~~2.00.02 Relationships between co-workers must never affect an employee's job performance or interfere with activities in the workplace. Mediocrity, indifference and other attitudes or behaviors that cause irreconcilable friction among employees or are counter-productive to completing specific tasks and delivering services shall not be tolerated and are subject to disciplinary action.~~

~~2.00.03 It shall be the responsibility of each employee to maintain the standards of physical fitness required to successfully perform their assigned job. The minimum required fitness standard shall be clearly defined at the time of employment.~~

~~2.00.04 Employees are expected to keep their financial affairs in good order. Failure to pay just debts, including taxes and court approved child support, may constitute cause for disciplinary action, particularly if the employee's job performance is impeded or there is interference in the workplace by individuals or firms attempting to collect debts.~~

14.042.02 PROFESSIONAL APPEARANCE

~~2.00.05 Employees of the City are hired to provide services to the citizens of Fair Oaks Ranch and to perform specific tasks in professional manner. As representatives of the City, employees should present a positive professional image to our customers and each other. An employee's appearance can impact our citizens' perceptions of the City. Employees are expected to exercise daily hygiene care and to dress and groom themselves in a neat and tasteful manner which is appropriate to the particular job being performed. Neat, well-groomed appearance and a courteous attitude are necessary in creating and maintaining a professional, favorable image of the City's work force.~~

~~2.00.06 Business Casual Dress—this policy establishes “business casual” as the foundation of our professional dress policy for non-uniformed employees. On normal business days, an employee shall wear “business casual” attire. However, if business needs of the day warrant it, an employee may be required to dress in business wear (i.e. special meetings). Employee clothing should always be neat and clean. Employees who report to work in unacceptable dress~~

~~may be required to go home and change into acceptable clothing. The City reserves the right to change or cancel its business casual dress policy. Examples of inappropriate attire:~~

- ~~• Shirts with slogans or large emblems that may be deemed inappropriate by citizens, the Department Head or City Administrator.~~
- ~~• Strapless shirts~~
- ~~• Tank tops/spaghetti strap dresses/shirts~~
- ~~• Sweat suits/Windsuits~~
- ~~• Shorts~~
- ~~• Leggings~~
- ~~• Floppy shoes such as flip flops, thongs~~
- ~~• Overalls~~
- ~~• Provocative or revealing attire (revealing bare back or midriffs)~~
- ~~• Metal piercing(s) on a visible body part of the body (excluding ears)~~

~~Lapel pins that may be deemed inappropriate~~2.03.01 Employees are expected to present themselves and represent the City in a professional manner that reflects the City's values and the public's interest. A well-maintained personal appearance fosters a productive work environment and enhances the City's image. Employees should dress in a manner that is neat, clean, and appropriate for their job duties and work environment.

2.03.02 Dress code guidelines.

- ~~• Business Attire. Employees in executive roles, meetings with other entities representing the City, at speaking engagements on behalf of the City or a professional organization or in speaking roles at conferences will wear business professional or business casual attire, as specified by their Department Head.~~
- ~~• Casual Attire. May be permitted by citizens, their Department Head or City Administrator so long as it remains modest, clean and workplace-appropriate.~~
- ~~• Shoes not in good repair and/or inappropriate for safety environments~~

~~2.00.07 Uniforms are furnished to some City employees in order to identify the employees to the public and to maintain a presentable, and uniformed appearance. Employees provided issued and required to wear uniforms are required to shall wear them while at work. In the Public Works as specified by their department, employees choosing not to be provided with pants from the City's contracted vendor, \$100 per fiscal year will be allocated to assist the employee in the purchase of blue jeans. No monies will be allocated for the maintenance costs of the purchased jeans.~~

- ~~14.04.09~~• head. Employees who have been issued City uniforms must may have to return these uniforms them upon leaving City employment.

~~2.00.08 Steel Toed Boots – The Public Works department employees are required to wear steel toed work boots. The City will reimburse non-introductory period employees up to \$100 per fiscal year to assist them in the purchase/upkeep of their steel toed work boots.~~

2.01—TIMELINESS AND ATTENDANCE

~~2.01.01 Employees are to be punctual in reporting for work, keeping appointments, and meeting schedules for completion of work.~~

~~2.01.02 Advance notice of at least 15 minutes before the employees scheduled start time who expects to be late or absent from work is required. Notice will be given to the employee's Department Head. If the immediate Department Head is unable to be reached, the employee shall notify the City Administrator. See LEAVE TIME chapter of these policies for matters involving planned absences.~~

~~2.01.03 Failure to report within the required period can be considered justification for disallowing paid sick leave for an absence. If an employee is absent for medical reasons for three or more consecutive workdays, the employee may not return to work without a doctors statement giving the date of illness or injury, and releasing the employee for return to work without limitation. Frequent tardiness or un-excused absence is not permissible and is grounds for disciplinary action up to and including termination.~~

- ~~• Safety Gear. Employees issued and required to wear personal protective equipment (PPE) will comply with safety standards and dress requirements specified by their department head.~~
- ~~• Prohibited Attire. Employees who report to work in unacceptable dress may be required to leave the work center and change into acceptable attire before being allowed back into the work center. The following attire is not allowed:~~
 - ~~• Clothing with offensive or inappropriate graphics or slogans~~
 - ~~• Ripped, torn, or distressed clothing~~
 - ~~• Shorts or miniskirts~~
 - ~~• Leggings (Unless worn under a dress or tunic of appropriate length)~~
 - ~~• Athletic wear, including yoga pants or gym shorts~~
 - ~~• Shoes not in good repair or inappropriate for the safety environment, or beachwear~~

~~2.03.03 Grooming and Hygiene. Employees are expected to maintain good personal hygiene and a well-groomed appearance which includes:~~

- ~~• Clean and well-maintained clothing.~~
- ~~• Neatly groomed hair and facial hair.~~
- ~~• Proper hygiene practices that promote a respectful and comfortable work environment.~~

~~2.03.04 Religious and cultural accommodations will be handled fairly, on a case-by-case basis, and where appropriate. Employees should discuss religious or cultural accommodations with the Human Resources department.~~

~~2.03.05 Enforcement. Department Heads in consultation with the Human Resources Department will settle and decide all conflicts on what attire is permitted in the workplace.~~

~~14.052.03 PUBLIC ACCESS CONFIDENTIALITY OF ADDRESS OR~~

TELEPHONE FORM

~~Each employee may choose whether the City discloses their home address and telephone number to the public on request. If a new employee, except police officers, does not request confidentiality~~Certain personnel-related information is exempt from disclosure under the Texas Public Information Act. Employees must elect, within the first 14 days of employment, ~~the~~if they do not wish to disclose their home address ~~and,~~ telephone number, emergency contact information, social security number ~~on file are considered public, or information that could reveal whether the employee has family members.~~ (see form in Appendix B).

2.02 — OUTSIDE ACTIVITIES

2.04 CONFLICT OF INTEREST / ETHICS

2.05.01 Consistent with Texas Local Government Code Chapter 171 and City Code Chapter 1.10 this policy establishes high moral and ethical standards for employees that fosters trust, respect and confidence of City residents. A fair and open government requires that City business be conducted in a manner that preserves the integrity of the local government process and avoids conflicts of interest and ethical concerns.

2.05.02 Disclosure of potential conflicts is required as soon as practicable when the employee becomes aware of the potential conflict. Employees will make disclosures in writing to their Department Head and the Human Resources Department. Disclosures will include all facts about the potential conflict, to include:

- hours and days engaged in outside activities,
- the nature of the outside activities,
- the nature of the financial interest, or
- a gift or gratuity, which includes:
 - the form (money, loan, entertainment, hospitality, promise, etc...), and
 - the circumstances in which the gift could be inferred as intended to influence the employee's official duties or confer a benefit for past performance of official duties.

The Human Resources department will refer the employee's conflict disclosure to the City Attorney's office for a conflict determination assessment. The City Attorney's office will provide conflict determination assessment to the City Manager. The City Manager will review the conflict determination assessment and forward the decision to Human Resources. The Human Resources department will reply to the employee and Department Head in writing the results of the conflict determination. The Employee will have 10 business days to resolve identified conflicts. A record of the conflict disclosure and determination will be kept in the employee's personnel file.

~~2.02.01—2.05.03 Outside activities.~~ Employees may not engage in any outside employment, activity, or enterprise ~~to be~~that is inconsistent or incompatible with City employment ~~with the City or which could adversely affect the employee's~~ job performance. ~~Conduct or injuries off the job which adversely affects the ability of the employee to properly complete their job or adversely affects the ability of the City to provide services shall be cause for disciplinary action.~~

~~14.05.08 An employee who wishes, or reflects unfavorable in any way upon the City. Advance approval is required for employees wishing to engage in outside employment activity must submit a full and complete written request describing the employment activity, and must have advance approval to engage in any outside employment, including self-employment. An administrative/public works employee must have the advance approval of the City Administrator, and a law enforcement employee must have the advance approval of the Police Chief.~~activities.

~~2.02.02 If a city employee is injured on the job in the course of employment outside of their employment with the City, the employee may not file a workers' compensation claim against the City.~~2.05.04 Gifts and gratuities. Except for benefits related general gifts available to the injury, regardless of the fact that the outside employment has been approved.

~~2.03~~ **GIFTS AND GRATUITIES**

~~Employees will~~all employees, individual employees may not accept personal gifts or gratuities, ~~except for generic gifts given to all for special events,~~ from contractors, vendors, residents or other persons who have any parties conducting business dealings with the City, that might influence their official actions or impair their independence of judgement in the performance of their city duties.with the City.

~~2.04~~ **CONFLICT OF INTEREST**

~~14.05.09 No employee~~2.05.05 Financial Interest. Employees shall have no financial interest ~~of~~in any contract, service, or other work performed by the City, nor ~~personally~~ profit directly or indirectly from a contract, purchase, sale, or service between the City and any person or company. An employee may not:

- ~~An employee may not: 1)~~ solicit or accept or agree to accept a financial benefit, that might reasonably tend to influence ~~his or her~~their performance ~~of duties for the City,~~
- 2) ~~accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties,~~ 3) ~~1~~
- accept outside employment or compensation that might reasonably induce an employee to disclose confidential information or would tend to impair independence of judgement while in performance of City duties ~~for the City,~~ 4) ~~1~~
- make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and City duties ~~for the City,~~ or 5) ~~1~~

~~14.05.10~~• solicit or accept, or agree to accept, a financial benefit from another person in exchange for having performed duties as a ~~city~~City employee in favor of that person.

~~2.04.01 No employee who exercises any functions or responsibilities in the review or approval of an undertaking or the carrying out of one of the City's contracts shall participate in any decision relating to that contract if the decision affects their personal pecuniary interest as mandated by Chapter 171 of the Local Government Code.~~

2.05.06 Financial Obligations. Employees are expected to manage their personal finances and fulfill financial obligations, including taxes and court-ordered child support. Failure to pay just debts may result in disciplinary action, particularly if it affects job performance or leads to workplace disruptions.

14.062.05 POLITICAL ACTIVITY

~~14.06.08~~ 2.06.01 City employees are encouraged to ~~vote~~participate in the electoral process and ~~to exercise other prerogatives of citizenship consistent~~their civic rights, including voting, in accordance with state and federal ~~law~~laws and ~~these~~City policies. ~~A city employee~~City employees may not:

- Use their ~~official authority or position to~~ influence ~~to~~or interfere with ~~or affect~~ the result of an election or nomination for office_;;
- Directly or indirectly ~~coerce, attempt to~~ coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency or person for a political purpose_;;
- Be a candidate for election to the City of Fair Oaks Ranch City Council_; or

~~Use their working time or city resources to participate in a political campaign of another person for an elective position or for any other political purpose including making political speeches, soliciting by telephone, distributing political literature, or writing or handling letters related to a political campaign or activity.~~

~~2.04.02 No city-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity.~~

- Use City resources to contribute to a political campaign.

2.06.02 Campaign materials may not be displayed on City-owned property, vehicles, or buildings.

~~14.06.09~~ 2.06.03 An employee's lawful political activity, ~~not in violation of this section,~~ shall not ~~be considered in determining his or her~~influence decisions regarding compensation, ~~eligibility for promotion or demotion~~promotions, demotions, work ~~assignment~~assignments, leave or travel ~~request~~requests, or ~~in applying any other employment practices to the employee-related matters.~~

~~2.04.03 Violation of this policy is grounds for dismissal.~~

~~2.05— COMMUNICATIONS~~

~~2.05.01 Internal Communications— Employees may, from time to time, be given directions or asked questions from persons outside the normal chain of command. In such cases, the employee must notify their Department Head by the end of their shift about the instruction or question, its purpose, the relevant facts of the situation, and the employee's response to the direction or question. Department Heads are responsible for reporting these incidents promptly to the City Administrator in those instances where there could be adverse consequences.~~

~~2.06 Public and News PUBLIC RELATIONS~~

~~2.05.02-2.07.01 Media -Inquiries. Communication with the public and media about City issues orand problems is the responsibility of the Mayor and City Administrator. Employees are to refer members of the news media to the City Administrator if a question is non-routine, controversial or outside of the scope of the employee's normal duties, and are to notify the City Administrator of scheduled interviews with the news media.~~

~~2.05.03 Requests for Council Action— An employee may request that a matter be considered by the City Council by submitting the item in writing to their Department Head Manager and will normally be coordinated through the lines of organization to the City Council.~~

~~2.10— RECORDINGS OF CONVERSATION~~

~~If an employee wishes to tape record any conversation between themselves and any other city employee or officer, or between two or more other city employees, the employee wishing to make the recording must first notify the other person(s) of their intent and must ask the other person(s) authorization to make the recording. Any unauthorized taping of any conversation is grounds for immediate dismissal.~~

~~2.11— CHAIN OF COMMAND~~

~~In order for the City to function properly as an organization, it is necessary that employees adhere to the City's chain of command as shown on the City's Organizational Chart filed with the City Secretary. Employees are to follow the chain of command in seeking administrative or operational decisions.~~

~~2.12— MISUSE OF INFORMATION~~

~~Employees and members of their families are prohibited from using city information obtained through employment for the purpose of furthering their private interest, if such information has not been made available to the public.~~

~~2.13— TELEPHONE USE~~

~~15.00.01 City telephones are to be used for city business. It is understood that occasionally~~

~~personal calls are necessary; however, use of telephones for local personal calls is Communications Department. Employees are not permitted only if the number and lengths of calls are kept to a minimum. Personal directory assistance and call to speak to or reply to a media inquiry without written authorization from the City Manager.~~
~~back service calls are prohibited.~~

~~2.13.01 Personal long distance calls are permitted under emergency situations. If a non-emergency long distance call is made outside the exchange area, a signed statement must be submitted to the City Accountant indicating information relating to that specific call. Reimbursement by the employee is required.~~

~~2.13.02 If the City furnishes an employee with cellular telephone service, any personal usage by the employee must be paid personally by the employee upon receipt of the invoice. Failure to pay will result in termination of the phone service and a disciplinary notation placed in the employee's file.~~

~~2.14 EXPENDITURES~~

~~2.14.01 Employees are not allowed to charge personal items on the City's charge accounts.~~

~~2.14.02 All expenditures for purchasing materials and supplies must be approved by a Department Head. The City will only pay from invoices which the City Accountant will use to process for payment unless otherwise authorized by the City Administrator. See the city's Financial Policy filed with the City Secretary for further instructions.~~

~~2.14.03 The City of Fair Oaks Ranch name or its tax exempt status shall never be used by any employee for their personal advantage on any purchase.~~

~~2.14.04 Employees receiving city issued credit cards will review, read, and sign the City Credit Card Policy found in Appendix B of this manual before issuance of any city credit card. The City Secretary will issue the credit card(s) after the Department Head has forwarded the signed Policy to her for placement in the employees personnel file.~~

~~2.15 INDICTMENTS AGAINST EMPLOYEES~~

~~2.15.01 An employee may be suspended, with or without pay, if accused of or indicted for a crime or official misconduct pending a decision on the indictment such as dismissal, acquittal or conviction.~~

~~If the indictment is dismissed or if the employee is acquitted, the suspended employee shall be reinstated to their position, or a similar one if the former position is not available, without loss of any benefits and such suspension shall not be considered as a disciplinary action.~~

2.07.02 Media Outreach. Employees are not permitted to initiate contact with journalists or media outlets, or post content on a social media site on behalf of the City without written authorization from the City Manager. Employees wishing to publicize a program or event via media outreach will coordinate their efforts through the Communications Department.

2.07.03 Emergency or After-Hours Initial Media Response. In the event of crisis or rapid development of an event and when the Communications Department, Mayor or City Manager has not been mobilized, City supervisors and above may provide a brief, initial response. An emergency response should include:

- An acknowledgment of the request,
- A brief statement of facts,
- A holding statement (if available), and
- An estimate of when a more detailed statement will be available.

Supervisors, at their soonest opportunity will report to the City Manager, Mayor and the Communications Department the initial response information that was relayed to the media.

2.07.04 Media Access to City Events. Media are entitled to access the City Hall campus to the same extent as other members of the public. Media must be accompanied by a Communications Department staff member if granted access to municipal offices or work centers not accessible by the public, conference rooms or meeting spaces that have not been noticed for a public meeting, or incident sites that are temporarily blocked off from the public by an incident commander for safety concerns or operational need.

2.07.05 The City Manager will maintain supplemental media inquiry and outreach procedures that conform to this policy.

2.10 RECORDING OF CONVERSATIONS

15.00.02 Electronic recording of conversations between employees or between employees and elected officials is prohibited unless all parties are aware and have expressly consented to the recording.

6.4 8.00 LEAVE TIME

8.00 GENERAL POLICY

Leave is a benefit intended to provide employees time away from the work environment to pursue activities that will promote the wellbeing of the employee. Use of leave benefits on a regular basis is encouraged and shall not be unreasonably denied. Violations of this policy may result in disciplinary action.

6.28.01 DEFINITIONS

Initial Employment Period is a period of six months commencing with the employee's first day of employment.

Leave Time -is either sick leave, vacation leave, bereavement leave, administrative leave, FMLA leave, or military leave. Leave time is time during normal working hours in which an employee is not in the work center and does not engage in the performance of job duties. Leave time may be either paid or unpaid.

Paid Leave is the authorized time off from work that an employee is compensated for, even though they are not actively working.

Unpaid Leave is an authorized time off from work where an employee does not receive regular wages or salary during the absence. Unpaid leave is typically used when an employee has exhausted their paid leave options.

Sick Leave is the authorized time off from work that an employee can take when they or a qualified member of household are ill, injured, or need medical care such as doctor's appointments or recovery from a medical procedure.

Vacation Leave is the authorized time off from work that an employee takes for personal rest, relaxation, or travel.

FMLA is job protected unpaid leave under the Family and Medical Leave Act.

Military Leave is job-protected leave under the Family and Medical Leave Act for eligible employees with family members in the military. It includes two types of leave: Qualified Exigency Leave or Military Caregiver Leave.

Administrative Leave is a temporary authorized absence from work. Administrative Leave can be either paid or unpaid.

Leave of Absence is an approved period of time, typically in weeks or months, that an employee takes off from work, either in paid or unpaid status.

Excused Absence - Those hours or ~~daydays~~ when an employee is excused from being present during work time. Examples include vacation, sick, holiday, civil duty, etc. An excused absence may be with or without pay, depending on the circumstances that led to the absence.

Unexcused Absence - Those hours or ~~daydays~~ when the employee is absent from regular duty without permission of their Department Head. Employees are not paid for unauthorized absences, and such absences are subject to disciplinary action. Examples include tardiness; unauthorized absence, absence resulting from detention in a county, state or federal prison, etc.

8.008.02 APPROVAL OF LEAVE

~~All leave, except for Holiday, taken by employees, 8.03.01 Sick and Vacation Leave must be approved by the employee's Department Head. Approved leave requests are maintained in the employee's personnel file-supervisor.~~

~~9 Department Heads are responsible for determining that leave is accrued and available for use in the amounts requested by an employee. In addition, Department Heads are responsible for ensuring that all vacation and sick leave usage is recorded on the employee's time sheet sent to Accounting for payroll purposes.~~

~~8.03.02 Supervisors are responsible for verifying employees have adequate leave balances before approving leave.~~

9.008.03 VACATION ACCRUAL/LEAVE

~~Employees are encouraged to take regular vacations at least annually.~~
8.04.01 Vacation leave accrues at the following rate for ~~all~~ regular full-time employees:

<u>Length of Service</u>	<u>Employees Vacation Leave Earned</u>
Through 5	6.66 hours per month/80 hours per year
Years 6 through 15	10 hours per month/120 hours per year
More than 16 years	13.33 hours per month/160 hours per year

~~However, no vacation will be granted during the first six months of employment.~~

<u>Length of Service</u>	<u>Accrual Rate (hours per pay period)</u>	<u>Annual Accrual</u>
<u>0 to 5 years of service</u>	<u>4.62 hours/PP</u>	<u>120 hours</u>
<u>6 to 10 years of service</u>	<u>6.16 hours/PP</u>	<u>160 hours</u>
<u>11 to 15 years of service</u>	<u>7.70 hours/PP</u>	<u>200 hours</u>
<u>16 to 20 years of service</u>	<u>9.23 hours/PP</u>	<u>240 hours</u>

21+ years of service10.77 hours/PP280 hours

8.04.02 Temporary and part-time employees do not earn vacation leave.

8.04.03 Employees ~~cannot in unpaid leave status will not~~ accrue ~~more than two (2) years worth of earned vacation time. On the employee's anniversary date, any vacation leave.~~

8.04.04 Except for FMLA leave, employees may not be in unpaid leave status while they have a vacation leave balance.

8.04.05 Employees ~~in excess of the appropriate maximum is reduced to the maximum without workers~~ compensation. ~~Employees status will not accrue leave.~~

• 8.04.06 The maximum accrual balance of leave may not exceed the maximum rate of accrual in a two-year period. ~~Leave will not be paid in lieu of taking vacation leave added to an employee's leave balance once they achieve the maximum accrual balance.~~

8.04.07 Vacation leave is customarily not granted during the initial employment period. ~~Requests for leave during the initial employment period should be granted based on exceptional circumstances and will be approved by a Department Head.~~

• 8.04.08 Vacation leave must be scheduled and approved ~~one week in advance unless unusual circumstances are present. Supervisors are responsible for publishing and, must accommodate the City's maintaining work schedule. Department Heads are responsible for establishing center~~ vacation schedules. ~~If a desired leave conflicts with city requirements, the City's requirements are given first consideration. A vacation leave request in excess of 10 working days must be submitted by the employee 30 days in advance and must be approved by the Department Head or Chief of Police with concurrence of the City Administrator.~~

• ~~Employees must take vacation~~ 8.04.09 Vacation leave will be charged in ¼ hour (0.25 hour) increments of at least 4 hours or at the discretion of their Department Head. Vacation taken cannot. Vacation leave used may not exceed the balance that ~~which~~ has been accrued.

~~A regular full-time employee who is dismissed as a result of a reduction force~~ 8.04.10

Upon voluntary separation of employment, employees will be paid their the balance of unused accrued vacation leave at the hourly rate of pay the employee was earning at the time of separation.

8.04 SICK LEAVE

• 8.05.01 Regular full-time employees earn and may use sick leave benefits

starting on their date of employment. Temporary and part-time employees do not earn sick leave. Employees using sick leave are in paid status. Sick leave accrues at the employee's current following rate of pay.:

~~10 — Upon voluntary termination, a regular full-time employee who has completed at least six months of continuous employment will be paid for accrued and unused vacation leave up to the limit of their maximum allowable accumulation. No payment will be paid if employment is voluntarily terminated within six months of employment.~~

<u>Employee Type</u>	<u>Accrual Rate (hours per pay period)</u>	<u>Annual Accrual Amount</u>
<u>Regular Full-Time, Working 2080 annual hours</u>	<u>4.00 hours/PP</u>	<u>104 hours 13 days</u>
<u>Regular Full-Time, Working 2184 annual hours</u>	<u>6.00 hours/PP</u>	<u>156 hours 13 days</u>

8.05.02 Employees

~~11 — SICK ACCRUAL/LEAVE~~

• An employee may use ~~accrued~~ sick leave when ~~the employee is~~ absent from work due to:

- 1. Personal illness or physical or mental incapacity,
- 2. Medical, dental, or optical examinations or treatments,
- 3. Physical therapy if prescribed by a physician, or
- 4. Illness of immediate family member or any other relative of the employee who resides in the employee's household and requires the employee's personal care and attention.

~~Regular full-time employees are entitled to paid sick leave benefits from the employee's date of employment. Sick leave accrues at a rate of two (2) hours per work week. Employees do not earn sick leave while out on unpaid leave of any type for the entire pay period.~~ 8.05.03 Employees may accumulate an unlimited balance of sick leave – there are no sick leave caps. Accumulated sick leave balances are not paid to employees upon termination of employment.

~~12 —~~ 8.05.04 Requests to use Temporary and part-time employees do not earn sick leave.

~~Approval of sick leave for non-emergency medical, dental or optical appointments shall be reasons should be made and~~ secured at least one workday in advance. ~~In all other instances of use of sick leave, the employee, except for law enforcement, must verbally notify their Department Head not later than 15 minutes of their scheduled time on the first day of when possible.~~

• ~~8.05.05 Employees must inform their supervisor as soon as possible via phone call, text message or email that they will need to use sick leave and the expected duration of the absence unless emergency conditions exist. If the period of sick leave exceeds one day, the employee absence needs to be extended, employees must notify their Department Head within 15 minutes of their scheduled work time on a daily basis. Police personnel must notify the on-duty supervisor at least supervisor not later than four hours prior to the beginning of their next assigned scheduled shift.~~

• ~~8.05.06 Failure to provide the required notice may result in the employee being placed on into a leave-without-pay status and may result in disciplinary action against the employee. Employees are expected to return to work as soon as they no longer need to take sick leave. Immediately upon. Upon returning to work and before the end of the pay period,~~ employees who have been absent on sick leave must complete the required sick leave approval form.

~~8.05.07 Sick leave must will be taken charged in a minimum of 1¼ hour (0.25 hour) increments or at, not to exceed the discretion employee's normally scheduled hours for that day. The use of sick leave will not be considered hours worked in the calculation of overtime.~~

~~8.05.08 If a sick leave absence exceeds three days or if a pattern of sick leave abuse arises, a Department Head may request a written physician's note certifying the employee's illness or fitness for duty.~~

~~8.05.09 Abusing sick leave for purposes other than legitimate reasons outlined in this policy is prohibited.~~

~~8.05.10 If sick leave balances have been exhausted, employees may use vacation leave (if available) in lieu of un-paid leave.~~

~~8.05.11 When an employee is on vacation leave and an authorized reason for sick leave occurs, the employee may be granted sick leave for the duration of time needed to address the illness. Changes in leave type must be approved by the supervisor.~~

~~8.05.12 Supervisors shall notify Human Resources if an employee is absent for more than three consecutive days on sick leave or become aware of a potential FMLA eligible condition.~~

8.05 FAMILY AND MEDICAL LEAVE

8.06.01 General Policy.

1. The Family and Medical Leave Act of 1993 (FMLA) (including subsequent amendments) provides **eligible** employees the right to take an unpaid, job-protected leave of absence for specified family and medical reasons with a continuation of group health insurance coverage under the same terms and conditions as if they had not taken leave.
2. Eligible employees reporting back to work from FMLA leave are entitled to be returned to the same position the employee held before the FMLA leave started, or moved to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment as provided by the Act.
3. The Human Resources Department will implement FMLA leave administrative procedures consistent with this policy.

8.06.02 Family and Medical Leave – Eligibility and Qualifying Circumstances

1. In order to qualify for family or medical leave under this policy, employees must meet the minimum **conditions** in the ACT.
2. The 12-month eligibility period for leave will be computed as a **rolling 12 month period** measured backward from the date leave is used.
3. To qualify for family medical leave under this policy, leave may be granted for any one of the **reasons** listed in the Act.

8.06.03 Length of Qualified Leave

Eligible employees are entitled to up to 12 weeks of leave within a 12-month rolling period for reasons defined in the Act except for military care giver leave. Eligible employees are entitled to up to 26 weeks of military care giver leave as defined in the Act, within a 12-month rolling period.

8.06.04 Employee Status and Benefits During Qualified Leave

1. Employee Status

- Should the employees' circumstances change at any time during the FMLA leave period, or if an employee has decided or is otherwise unable to return from FMLA leave, immediate notice to the Human Resources Department is required.
- The City, periodically through the course of FMLA leave, may request the

employee to verify their intent to return to City employment and may require recertification or follow-up confirming the conditions of the medical qualifying event.

- The employee is responsible for providing appropriate documentation and responding to the City's requests. Failure to provide appropriate documentation may result in a denial of FMLA leave.

2. Employee Benefits

• Health Benefits

- While an employee is on FMLA leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. All Health payments will continue to be deducted from the employee's paycheck for as long as the employee remains in paid status.
- If an employee goes into leave without pay status, the employee must continue to pay the employee share of premiums. These may be deducted, where possible, from the paycheck issued just prior to commencement of the FMLA leave or paid directly to the City. In the event advance deductions or payments are not made, premiums will be deducted from the first full paycheck upon return to work. Pay cannot be reduced below minimum wage and therefore may require more than one pay period to recover payroll deductions.
- If at any time FMLA leave goes into unpaid status, the employee will be notified in writing and required to make the employee's share of the Health premium payment. The employee will then have a 30-day grace period in which to make the payment. If payment is not made within this timeframe, the employee's health care coverage may be cancelled, provide the City notifies the employee in writing at least 15 days before the date on which the healthcare coverage will lapse.

• Supplemental Life or Supplemental Insurance (AFLAC)

- Premiums must be paid during an employee's leave without pay.
- Payment must be received by the first of the month by cash, personal check or credit card, or through payroll deduction. The City will not advance premiums to the carrier if those premiums are not paid timely by the employee.
- If payment is not received by the due date, the employee must contact the carrier to determine status and continuation of coverage.

• Flexible Spending Account

- If the employee has elected to pay into a Flexible Spending Account, the amounts specified to be withheld each pay period must be continued at the originally designated rate for the duration of leave without pay.
- Since these deductions are withheld from pre-tax dollars, whenever possible, deductions will be made in advance of the employee going into leave without pay status.
- If funds are not available for these deductions to be taken in advance, all amounts will be deducted from the employee's first paycheck upon return to work. Pay cannot be reduced below minimum wage and therefore may require more than one pay period to recover payroll deductions. In the event an employee does not return to work all applicable deductions will be made from the employee's final paycheck.
- 457 Deferred Compensation Plan
 - If the employee has elected to contribute to a 457 Deferred Contribution Plan, contributions will be deducted as normal while in paid status.
 - If the employee goes into leave without pay status, all contributions will be discontinued for the period of leave without pay. Upon return to work, contributions will commence at the previously designated amount.
- TMRs Contributions
 - Leave without pay can affect TRMS service credit, as time spent in a non-paid status may not be considered creditable service for retirement purposes, depending on the length and circumstances of the leave.
 - All contributions will be discontinued for the period of leave without pay. Upon return to work, contributions will commence at the previously designated rates.

8.06.05 FMLA - Use of Paid or Unpaid Leave

1. An employee authorized for FMLA leave must use available sick leave and personal holidays prior to using leave without pay (unpaid FMLA leave). Employees may use vacation leave prior to using unpaid FMLA leave.
2. Once an employee elects to go into a leave without pay status (unpaid FMLA leave), they cannot later change their mind and decide to intermittently or in full use their vacation leave during the FMLA leave qualifying event.

8.06.06 FMLA - Intermittent Leave or Reduced Work Schedule

1. When intermittent FMLA leave is necessary and authorized due to the serious

health condition of the employee or qualified family member of the employee, the employee may take FMLA leave on an intermittent basis per processing increments of ¼ hour (0.25 hours).

2. An employee may request a reduced hours work schedule for the birth, adoption, or foster care of a child; however, reduced hour work schedule must be mutually agreed upon by both the City and employee and must be taken in a single block of time.

8.06.07 Certification of the Serious Health Condition

1. The City will use Department of Labor published forms for certification of serious health conditions.
2. If the certificate does not include all required information needed to make the FMLA leave eligibility determination, the City will contact the employee who will be responsible for obtaining the information from the health care provider within a reasonable length of time.
3. The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor selected by the City.
4. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will jointly select the third doctor, and the City will pay for the opinion. This third opinion will be considered final.

8.06.12 Certification of Military Related FMLA Leave

1. The City requires the employee to provide a copy of the covered military member's active-duty orders or other documentation issued by the military that indicates that the covered military member is on active-duty or called to active-duty status in support of a contingency operation, and the dates of the covered military member's active-duty service.
2. The employee must respond to requests for certification within 15 calendar days of notice or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of FMLA leave.

8.06.12 Responsibilities

1. Employees: It is the responsibility of the employee to promptly notify his/her supervisor of the request for time off required for family or medical reasons and to produce any required medical certifications within the time limits provided by the FMLA. If the employee intends to retain or use vacation leave in FMLA status, it is their responsibility to notify payroll in advance of the payroll processing.
2. Supervisors: It is the responsibility of the supervisor to notify Human Resources immediately once they become aware of requested leave due to family or medical reasons. If an employee calls-in sick for more than three consecutive

workdays, and the employee's supervisor becomes aware of a potential FMLA qualified leave, then the supervisor shall notify the Human Resources Department immediately.

3. Human Resources: It is the responsibility of the Human Resources Department to notify the employee of his/her eligibility to take a designated family medical leave of absence within five business days of the date an employee requests FMLA leave, or when notified by the supervisor.

- The City may, where information suggests an absence is a qualifying condition, initiate FMLA leave for employees. Such FMLA leave designation shall not be declined by the employee.
- If the supervisor is not aware of the reason for leave, or if the employee requests FMLA leave retroactively, leave may be designated retroactively only while the leave is in progress or within three business days of the employee's return to work.
- FMLA leave will only be considered for absences dating back no more than 15 days from the date the FMLA leave was approved by the City.
- Calls to either the supervisor or the Human Resources Department by persons other than the employee will be accepted when the employee or other person can demonstrate the employee was incapacitated due to a serious medical condition and not able to report.

8.06 EXTENDED LEAVE OF ABSENCE

8.07.01 General Policy

1. The City recognizes that there may be situations where an employee needs to take extended time away from work for personal reasons that may not be covered by sick leave, vacation leave, FMLA leave, ADA accommodations, worker's compensation or any other formal remedy.
2. Employees who have been employed by the City for at least two years may be eligible for an extended, unpaid leave of absence.
3. An extended leave of absence may be granted following the completion of a qualified FMLA leave.
4. Extended leave of absence request shall be made in writing to include a description of circumstances to the employee's Department Head. The request will be reviewed and may be approved by the City Manager.

8.07.02 Qualifying Extended Leave of Absence Circumstances

1. Sabbatical leave,
2. Treatment of health conditions or recovery from treatment,
3. Care for a family member with a serious health condition,
4. Education,
5. Family emergencies, or
6. Employee has not taken an extended leave of absence in the past five years.

8.07.03 Length and Employee Status During Extended Leave of Absence

1. Extended leave of absences may not exceed 90 days in duration.
2. Employees must exhaust their vacation leave before requesting an extended leave of absence and before entering unpaid status.
3. Accrued sick leave may be used and exhausted for health or health care related circumstances before entering unpaid status.
4. Employees in unpaid extended leave status may continue to receive City benefits such as Health benefits and supplemental insurance benefits so long as they pay the full premiums for said benefits (i.e. COBRA insurance coverage).
- *5. Employees wishing to end the extended absence leave early must give their Department Head at least two-weeks notice.

~~13 To receive sick leave pay for sick time taken that precedes or follows a holiday, a regular day off, a vacation day or some other form of excused absence, the Department Head feels that the employee's return to work may pose a health hazard or safety hazard to others or to the employee, or when deemed appropriate by the City Administrator, a written physician or hospital/clinic statement must be provided to the employee's Department Head upon return to work; otherwise, the sick time off will be unpaid.~~

~~14 Undocumented sick leave occurrences are limited to three (3) per calendar year (January 1 to December 31). Undocumented sick leave is when an employee does not provide a written physician or a hospital/clinic statement to support the use of sick leave. An employee having more than three undocumented sick leave occurrences during a calendar year will be required to take all additional undocumented sick leave in that calendar year without pay. Undocumented sick leave cannot be used for sick leave instances listed in Section 8.04.06.~~

~~6. Excessive use of sick leave without justification shall result in disciplinary action, including~~Upon return to work, employees will be reinstated to their position to include pay and benefits status.

~~15 Employment while on extended absence leave will be grounds for immediate dismissal.~~

~~16 Sick leave not used during the year in which it accrues, accumulates and is available for use in succeeding years.~~

~~8 For documented sick leave, an employee who has exhausted earned sick leave benefits may request to use accrued vacation, other paid leave, or may request leave of absence without pay. No advance of unearned sick leave benefits will be made.~~

~~9 When an illness or physical incapacity occurs during the time an employee is on vacation leave, sick leave may be granted by the Department Head to cover the period of~~

~~illness or incapacity, and the charge against vacation leave reduced accordingly.~~

Application for substitution must be supported by a medical certificate or other acceptable evidence.

- ~~7. Unused sick leave is canceled upon termination of of City employment without compensation to the employee.~~

~~16.00~~ **EXTENDED LEAVE FOR ILLNESS, MATERNITY, OR TEMPORARY DISABILITY**

~~This section applies to extended illness, extended maternity, or temporary disabilities which are not related to bona fide, on-the-job work-related injuries. Please see Chapter 10, Health and Safety, for information on absences resulting from those types of injuries.~~

~~16.01 Upon written approval of the employee's Department Head, an employee may use accrued sick leave and vacation leave for the purpose of paid absence from duty during an extended illness, extended maternity, or temporary disability. All accrued sick and vacation leave be must used prior to any requested leave without pay being granted.~~

~~16.02 During an unpaid leave of absence, an employee accrues no additional vacation leave or sick leave. Other benefits are retained during unpaid leave of absence unless otherwise prohibited by the terms or provisions of the benefit program. Medical insurance will be continued if the employee pays the premiums in full (including the City's share) in a timely manner.~~

~~16.03 An employee requesting a paid or unpaid leave of absence for extended illness, extended maternity, or temporary disability must submit to the Department Head a medical doctor's statement as to the date upon which the employee is no longer able to perform his or her duties and the expected length of the recuperation period, as well as a written statement for the employee concerning his or her intentions about returning to work at the City.~~

~~16.04 An extended maternity leave must be taken in a continuous time period and may not be taken in intermittent periods (e.g., one week working and the next week on leave) or through a reduced work schedule (e.g., changing from 40 hours per week to 20 hours per week).~~

~~16.05 Eligible employees may take reasonable leaves of absence for adoption or placement of a foster child as determined by the Mayor.~~

~~16.06~~8.07 **MILITARY LEAVE**

~~17~~ 8.08.01 Employees who are qualified members of uniformed services, have applied for membership in the National Guarduniformed services, or Federal Reserve

~~components of have obligations to serve in the Armed Forces are uniformed services may be entitled to an extended leave of absence from their City duties, without loss of time, seniority, benefits, or salary, based on all days during which they are engaged in authorized training or duty ordered by proper authority, for not more than 15 working days in any one calendar year. Military leave in excess of 15 working days will be charged to vacation leave or leave without pay their uniformed services duties. The Uniformed Services Employment and Reemployment Rights Act (USERRA) and State law defines uniformed services and eligibility requirements.~~

8.08.02 Eligible employees may use 15 calendar days of extended military leave per year for active duty, active-duty training, or inactive duty training. This can be extended under certain conditions in accordance with USERRA.

~~8.08.03 Employees shall not lose pay while on authorized extended military, reserve/guard training (leave, not to exceed 15 days annually). The City will reimburse employees for any short fall in compensation from military pay received and their monthly rate of City pay. Employees will provide the City documentation of all pay received while on reserve/guard duty extended military leave.~~

~~18 Regular employees who are ordered to extended active duty with the federal military forces are entitled to all of the re-employment rights and benefits provided by USERRA upon their release from active duty when submitting documentation of timely application, absence did not exceed 5 years, or no dishonorable discharge or other event causing loss of military benefits (Legal Reference: LGC 143.072)~~

~~19 Requests for approval of military leave must have copies of the relevant military orders attached. (Legal Reference: VTCA Government Code, Section 413.005; 28 US Code Ann. Chapter 43).~~

CIVIL 8.08.04 Employees performing eligible service in the uniformed services may continue coverage under the City's health plan for up to 24 months. The City will pay the premium through the end of the first month of eligible absence and the employee, if they wish to participate, will reimburse the City for the monthly premium (i.e. COBRA insurance coverage) for the remainder of the eligible absence.

8.08.04 An employee who has been absent from their City position due to qualified service in the U.S. Armed Services is eligible for reemployment if: the employee provided advanced notice of their service to the City; the cumulative service is five years or less; the employee timely returns to work or re-applies for work after the service; and the employee's separation or dismissal from service does not disqualify the employee. Human Resources shall consult with the City Attorney about each reemployment situation.

8.08.05 Returning service members have a set period of time in which to report back to work to preserve their reemployment rights. The City will accept a verbal or written notification as application to return to their City position. Application shall be made to the

Human Resources department. Employees who served more than 180 days must provide application not later than 90 days after completing service. Employees who served more than 30 days, but less than 181 days must provide application not later than 14 days after completing service, unless it is impossible or unreasonable for the employee to do so, in which case the employee must submit application not later than the next full calendar day after it becomes possible to do so. Employees who served less than 30 days must submit application not later than the second day of the first full, regularly scheduled work period.

19.008.08 CIVIC DUTY LEAVE

• 8.09.01 Employees are granted ~~civil~~civic duty leave with pay for jury duty, when subpoenaed to testify before a grand jury at a criminal trial, or in a civil case in which the City is a party ~~of and, for the purpose of voting if the employee's work schedule would otherwise prohibit travel to their voting place.~~ Any wage received for ~~service is to jury duty shall~~ be ~~reimbursed~~remitted to the City.

8.09.02 Employees are granted one (1) hour of civic duty leave to vote in a regular or special federal, state, or local election. Employees must coordinate with their supervisors before taking civic duty leave.

• 8.09.03 When an employee has completed ~~civil leave~~civic duty leave for the day, and the total accumulated time for civic duty and work time has not reached their normally scheduled work hours, they must report to the City for duty ~~for the remainder of the workday.~~ ~~If to complete the employee will~~remaining work hours, or take vacation leave to accumulate the required paid hours. Employees who expect to be absent from work for more than one workday on ~~civil~~civic duty leave, ~~they~~ must notify their ~~Department Head~~supervisor daily and at the beginning of the workday.

• 8.09.04 When an employee is absent for serving as an authorized subpoenaed witness or for jury duty, if asked by a supervisor they must provide documentation of actual time served ~~upon returning~~when they return to duty.

19.018.09 BEREAVEMENT LEAVE

~~In the event of a death in~~8.10.01 If an employee's ~~employee~~ experiences a family, ~~no more than three~~ member's death, the employee is authorized to take five working days ~~per funeral~~of paid leave to grieve and attend to necessary arrangements. Bereavement leave will be taken in consecutive days and ~~may be granted to full time employees by~~not be used intermittently. Employees may be asked to provide documentation supporting a bereavement leave request and if asked they shall present it to their Department Head ~~within five business days from the date they return to work.~~

• 8.10.02 Employees may supplement bereavement leave with additional paid or unpaid leave if extra time is needed. Additional time ~~(vacation, administrative, sick, or~~

~~leave-with-out pay) must~~shall be approved by the City employee's Department Head.
~~Administrator in advance and will depend on the circumstance.~~

* 8.10.03 For purpose of ~~funeral~~bereavement leave eligibility, "family" only ~~includes a~~ spouse, ~~child, parent, brother, sister, grandchildren, grandparent, child, grandchild, sibling, equivalent relations of a spouse (e.g. in-laws) or grandparents of employee.~~ It also includes any relative person in the employee's household who ~~is~~was dependent on the employee for care.

19.028.10 ADMINISTRATIVE LEAVE

The City ~~Administrator~~Manager may authorize administrative leave, with or without pay, when warranted by unforeseen circumstances not otherwise provided for in these policies.

~~8.10~~ INJURY LEAVE

~~For information on occupational disability of injury leave for bonafide, on-the-job, work-related injuries. Please see Chapter 10; Health and Safety.~~

~~8.11~~ LEAVE OF ABSENCE WITHOUT PAY

~~8.12 Leave of absence without pay is an approved absence from duty in a non-pay status. Granting a leave of absence without pay is at the discretion and recommendation of the City Administrator and approved by the Mayor, but such leave is not authorized unless there is a reasonable expectation that the employee will return to employment with the City at the end of the approved period and is based upon the employee's length of service with the City, past attendance record, the department's needs and prospect for temporary replacement of the employee or reassignment of the employee's duties.~~

~~8.13 Leaves of absence without pay will not be authorized unless all applicable accrued paid leave has been exhausted. Approval of leave and any extensions must be documented and placed in the employee's personnel or medical file, as appropriate.~~

~~8.14 A leave of absence without pay must be appropriate for the following reasons:
Recovery from extended illness, extended maternity, or temporary disability;
Educational purposes when successful completion will benefit the City;
National Guard, reserve training, and active military duty; or~~

~~Any other reason which, in the judgement of the City Administrator and the Mayor, merits a leave of absence without pay.~~

JOB

~~8.15 Employees on leave of absence without pay receive no compensation and accrue~~

~~no benefits. However, previously accrued benefits are retained during leave of absence unless otherwise prohibited by the terms or provisions of the benefit programs. Medical insurance can be continued if the employee pays the monthly premium (including the City's portion) in full.~~

~~8.16 An employee on extended leave must contact the appropriate Department Head at least once a week to report on their status unless another schedule is agreed to in writing. Failure to provide required medical status reports or to contact the office on the schedule required by the City may result in the City revoking the leave and taking disciplinary action up to and including dismissal.~~

~~8.17 The City ensures an employee's return to the same or equivalent position when they return from an authorized leave of absence without pay status. Upon returning to work after a leave of absence without pay, an employee receives an adjusted employment date and adjusted anniversary date which reflects the period of time that the employee used for the purpose of calculating leave accrual benefits.~~

~~8.18 A leave of absence without pay may be revoked upon receipt of evidence submitted that the cause for granting such leave was misrepresented, or has ceased to exist.~~

~~8.19 USING LEAVE IN COMBINATION~~

~~With the approval of the Department Head and the City Administrator, other types of leave may be used in combination or coupled with holidays if it is determined to be in the best interests of the City and the employee.~~

~~8.208.10 ABANDONMENT OF POSITION~~

Unauthorized absence from work ~~for a period of exceeding~~ three consecutive ~~days~~workdays without ~~the employee~~ notifying ~~the City~~a supervisor or the Human Resources Department ~~will be~~ considered job abandonment and will be treated as a voluntary resignation. ~~Prior to dismissal for job abandonment, the Human Resources Department will make reasonable efforts to contact the employee to determine if there are mitigating circumstances (i.e. employee is incapacitated).~~ Exceptions due to mitigating circumstances ~~can only~~may be ~~granted~~approved by the City ~~Administrator~~Manager.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action to approve the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.001 Municipal Development District Board of Directors of the City of Fair Oaks Ranch Code of Ordinances

DATE: April 17, 2025

DEPARTMENT: Administration

PRESENTED BY: Laura Koerner, Council Member, Place 4
Scott M. Huizenga, ICMA-CM, City Manager

INTRODUCTION/BACKGROUND:

This item is a new first reading of an ordinance amending the composition of the Municipal Development District (MDD) Board of Directors. A previous version of this ordinance was approved on first reading but postponed indefinitely on the second reading. The MDD Board met on April 9, 2025, and adopted a revised recommendation for City Council consideration. The updated ordinance:

- Removes place designations for board seats.
- Limits membership to no more than two City Council members and one FORHA board member.
- Clarifies how to handle board members whose affiliation changes during a term.
- Reflects input directly from the MDD Board in Exhibit A.

Background and History

The MDD was established in 2011 with the purpose of providing a stimulus of economic growth within the City. The citizens of Fair Oaks Ranch approved a 0.5-cent tax to be added to the municipal sales tax as a funding source. In August 2011 the City Council created a Board of Directors (the "board") to manage and control the District as a separate political subdivision of the City.

The current board composition consists of seven (7) Directors, each of whom shall be appointed by the City Council. Two (2) Directors shall be persons who are members of the City Council, and one (1) Director shall be a person who is a member of the City's Homeowner's Board of Directors. Each Director shall be appointed to a place as follows:

- (A) Place one: City Councilmember.
- (B) Place two: City Councilmember.
- (C) Place three: Member of the City's Homeowner's Board of Directors.
- (D) Place four: At-large.

- (E) Place five: At-large.
- (F) Place six: At-large.
- (G) Place seven: At-large.

Each Director shall be appointed for a two (2) year staggered term to begin October 1st and end on September 30th of the second year. A Director shall serve until a successor is appointed. Any Director may be removed by the City Council at any time without cause.

The existing ordinance assigns board members to specific place designations, including two City Council members and one FORHA Board member. However, this rigid structure has created practical challenges:

- Term alignment between Council, FORHA, and MDD appointees often causes discrepancies;
- Confusion arises when a board member’s status changes mid-term (e.g., a resident becomes a council member after appointment as an at-large member).

On April 3 the City Council postponed the second reading of the previously proposed ordinance indefinitely to allow the MDD Board time to reevaluate the structure. The MDD subsequently approved revised Rules of Procedure on April 9 and recommended updates to the ordinance. These updates are incorporated into the attached ordinance via Exhibit A. The board recommendation is attached as depicted in Exhibit A of the ordinance. The primary recommendations include the following changes.

- No more than two MDD directors shall be City Council members and no more than one director shall be a board member of the Fair Oaks Ranch Homeowners’ Association.
- The Council may allow a director to complete their term or appoint a replacement if the director no longer serves in their appointed capacity as a council member or a FORHA director.
- The Council may allow a director to complete their term or appoint a replacement if the director is subsequently elected to the City Council or the FORHA board.
- The ordinance removes place designations to remove potential conflicts when a director’s status as a council member or a FORHA director changes.

The proposed draft represents a substantive change from the previous ordinance that the City Council passed on first reading and subsequently postponed. Therefore, the Council will hear this revised ordinance as a new first reading.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Complies with Texas Local Government Code Chapter 377 Municipal Development Districts
- Clarifies conflicts created by misaligned term dates and role transitions
- Provides practical governance flexibility while preserving representation

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not Applicable

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.001 Municipal Development District Board of Directors.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.08 BOARDS, COMMISSIONS, AND COMMITTEES, SECTION 1.08.001 MUNICIPAL DEVELOPMENT DISTRICT BOARD OF DIRECTORS OF THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Texas Local Government Code Chapter 377 provides for the creation and governance of Municipal Development Districts (MDD), to include the appointment of directors, and

WHEREAS, section 1.08.001 of the City of Fair Oaks Ranch Code of Ordinances (City Code) provides for the creation and composition of the MDD Board of Directors, and

WHEREAS, the MDD board met on April 9, 2025, and discussed proposed changes to the MDD's rules of procedure, including recommendations on board composition, and

WHEREAS, at the April 9, 2025, meeting, the MDD board voted to request that City Council amend Section 1.08.001 of City Code to change the MDD board composition as set forth in Exhibit A, attached.

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

- Section 1.** Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.001 Municipal Development District Board of Directors is hereby amended as set forth in the attached **Exhibit A**.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this ordinance 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.

Section 7. All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.

Section 8. This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 17th day of April 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 1st day of May 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

EXHIBIT A

Chapter 1 "General Provisions;" Article 1.08 "Boards, Commissions, and Committees", Section 1.08.001 "Municipal Development District Board of Directors" is hereby amended as follows:

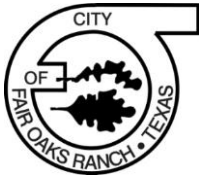
[Deletions shown as strikethrough and additions shown as underscore]

Sec. 1.08.001 - Municipal Development District Board of Directors

- (a) Creation of Board of Directors. A Board of Directors (the "board") which is hereby created which shall manage and control the district. The board shall exercise all of the powers of the district subject to the restrictions imposed by law and any duly and properly enacted bylaws adopted by the board.
- (b) Composition and terms of office.
- (1) The board shall consist of seven (7) Directors, each of whom shall be appointed by the City Council by resolution. Each of the Directors shall be a resident of the ~~City or a resident of the City's extraterritorial jurisdiction.~~ district. No more than two (2) Directors shall be persons who are members of the City Council and no more than one (1) Director shall be a person who is a member of ~~City's Homeowner's~~ the Fair Oaks Ranch Homeowners Association Board of Directors.
 - ~~(A) Place one: City Councilmember.~~
 - ~~(B) Place two: City Councilmember.~~
 - ~~(C) Place three: Member of the City's Homeowner's Board of Directors.~~
 - ~~(D) Place four: At large.~~
 - ~~(E) Place five: At large.~~
 - ~~(F) Place six: At large.~~
 - ~~(G) Place seven: At large.~~
 - (2) Each Director shall be appointed for a two (2) year staggered term to begin on October 1st and end on September 30th of the second year. A Director shall serve until a successor is appointed.
 - (3) If a Director appointed in their capacity as a member of the City Council or the Homeowners Association board no longer serves in that capacity, the City Council may allow the individual to complete the remainder of their term or appoint a replacement to serve the unexpired term.
 - (4) If a Director is subsequently elected to the City Council or begins serving as a board member in a Homeowners Association, the Council may allow the individual to complete their term or appoint a replacement to serve the unexpired term.

~~(5) (3)~~ Any Director may be removed from the board by the City Council at any time without cause.

- (c) Annual budget. The fiscal year of the district shall commence on October 1st of each year and end on September 30th of the following year. The board's budget shall be approved by the City Council no later than the City Council's ~~regular~~ last September council meeting.
- (d) Annual audit. The district's financial books, records, accounts, and financial statements shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm at the expense of the district. A copy of the final audit shall be filed with the City Secretary no later than March 30th of the following fiscal year for which the audit is performed for.



CITY COUNCIL WORKSHOP

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: FY 2025-26 Strategic Action Plan Workshop

DATE: April 17, 2025

DEPARTMENT: Administration

PRESENTED BY: Jim Williams, MBA, ICMA-CM, Assistant City Manager

INTRODUCTION/BACKGROUND:

The City adopted its current Strategic Plan (SAP) in 2019. Each year, the SAP's priorities and work plans are reviewed to ensure they remain aligned with Council directives and available resources. This workshop is intended to accomplish the following goals:

- Review FY 2024-25 SAP performance
- Discuss emerging internal and external operating environment enablers and challenges
- Discuss and seek Council direction on proposed SAP adjustments for FY 2025-26

Exhibit A is a summary of the SAP initiatives or projects either in progress or projected to start. **Exhibit B** is a summary of the strategic initiatives that have been accomplished or abandoned since 2019.

Next steps: Staff will present a resolution City Council in May 2025 recommending the adoption of the FY 2025-26 SAP. Once adopted, the SAP will serve as a foundational guide for developing the FY 2025-26 Budget. Budget work sessions are scheduled to begin in June.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Supports Strategic Action Plan Priority 1.1.1 Develop and Maintain a Budget that links with the Strategic Action Plan (SAP). An annually updated SAP will be used to inform decision making in the budget preparation and approval process.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

FY 2025-26 Strategic Action Plan

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

FINANCIAL RESILIENCE AND RESPONSIBILITY PRIORITY AREAS AND PROJECTS								2021	2022	2023	2024	2025	2026	2027	2028
1.1	Develop and Maintain a Budget process that links with the Strategic Action Plan														
1.1.2	Implement sustainable recurring budget/SAP process and procedures (Council Resolution)														
1.1.4	Redesign Enterprise Budget Process and Rate Model														
1.1.6	Implement a strategic planning, reporting, and monitoring system														
1.1.7	Develop and track Key Performance Indicators														
1.2	Develop a 5-Year Forecast														
1.2.4	Develop and integrate staffing plan into the long-term financial plan														
1.2.6	Integrate the Utility Fund into the long-term financial plan														
1.3	Develop a Risk Inventory and mitigation strategies														
1.3.2	Develop a Risk Inventory for operational risks														
1.3.3	Implement internal controls for financial and operational risks														
1.3.4	Complete a risk management audit to ensure compliance with risk mitigation strategies														
1.3.5	[PROPOSED] Develop Risk Management Policy														
1.4	Develop Sustainable Financing Strategies aligned with service delivery expectations														
1.4.4	Update Water Impact Fee Study														
1.4.5	Update Wastewater Impact Fee Study														
1.4.11	Develop a long-term capital and debt financing plan														
1.5	Ensure continuity and excellence of Financial Reporting Reliability														
1.5.1	Evaluate and update fund balance and reserve policies														
1.5.6	Review and Update Financial Management Policies														
1.6	Implement Procurement Function														

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

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FY 2025-26 Strategic Action Plan

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

RESPONSIBLE GROWTH MANAGEMENT PRIORITY AREAS AND PROJECTS		2021	2022	2023	2024	2025	2026	2027	2028
2.1	Manage the physical development of the city in accordance with the Comprehensive Plan								
2.1.1	Update International Family of Building and Life Safety Codes (every 3 years)								
2.1.2	Update the Unified Development Code								
2.1.3	Implement turnkey predevelopment process/development handbook (Administrative Procedures Manual)								
2.1.9	Engage with regional development committees and initiatives								
2.1.10	Identify staffing and training resources to manage the development process								
2.1.12	Update Transportation Plan								
2.1.13	Update the Comprehensive Plan								
2.2	Implement and update Infrastructure Master Plans								
2.2.4	Evaluate and update Master Plans (Waster, Wastewater)								
2.2.6	Evaluate and update Master Plans (Drainage)								
2.2.7	[Proposed] Implement Master Roads Plan (CIP)								
2.3	Enhance Local Mobility and Multimodal Connectivity								
2.3.5	Institute transportation and traffic safety committees and to identify needs and opportunities								
2.4	Align Strategies with alternative funding sources								
2.4.1	Develop City Sponsored Application for Gateway Infrastructure *Contingent on MDD approval								
2.4.5	Align and update Community Center Agreement between City and MDD								
2.5	Develop, Implement and Update Environmental Sustainability Programs								

FY 2025-26 Strategic Action Plan

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

RELIABLE AND SUSTAINABLE INFRASTRUCTURE PRIORITY AREAS AND PROJECTS		2021	2022	2023	2024	2025	2026	2027	2028
3.1	Enhance and Ensure Continuity of Reliable Water Resources								
3.1.17	Evaluate water needs for fire protection, integrate into Water Master Plan update								
3.1.18	Update drought contingency plan								
3.2	Enhance and Ensure Continuity of Reliable Wastewater Treatment								
3.3	Enhance and Ensure Continuity of Reliable Drainage Improvement Initiatives								
3.3.2	Design and maintain a drainage maintenance program								
3.3.3	Assess the effectiveness of drainage maintenance program								
3.4	Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives								
3.4.4	Assess effectiveness of the annual road maintenance program								
3.5	Enhance and Ensure Continuity of Reliable City Facilities								
3.5.2	Develop a City Facilities and Space Utilization Master Plan								
3.5.5	Plan and construct a community center								

FY 2025-26 Strategic Action Plan

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

PUBLIC HEALTH AND SAFETY PRIORITY AREAS AND PROJECTS		2021	2022	2023	2024	2025	2026	2027	2028
4.1	Enhance and Ensure Continuity of Police Services								
4.1.11	Establish a Police Cadet Program								
4.2	Develop a Long-Term Strategy for Continuity of Fire Services								
4.2.2	Implement findings from standards and utilization study								
4.2.3	Update and renew service agreements with fire service providers								
4.2.4	Fire Station #3 Phase 2 Upgrades								
4.3	Develop a Long-Term Strategy for Continuity of Emergency Medical Services								
4.3.2	Implement findings from standards and utilization study								
4.3.3	Update and renew service agreements with emergency medical service providers								
4.4	Develop Ongoing Community Outreach and Education Programs								
4.5	Establish a Formal Emergency Response Plan								
4.5.2	Develop and document a Continuity of Operation Plan								
4.5.3	Ensure senior staff is properly certified/trained for EOC (NIMS/ICS)								
4.5.5	[Proposed] Develop and implement Emergency Management Testing, Training & Evaluation program								
4.6	Review and update Municipal Court best practices								
4.6.2	Determine advantages and applicability of a court of record								

FY 2025-26 Strategic Action Plan

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

OPERATIONAL EXCELLENCE PRIORITY AREAS AND PROJECTS		2021	2022	2023	2024	2025	2026	2027	2028
5.1	Evaluate and Implement key HR Programs that Promote Organizational Design and Development								
5.1.1	Evaluate and Update Compensation and Benefit Plans								
5.1.2	Evaluate and Update Employee Handbook								
5.1.5	Implement Learning Management System								
5.1.6	Update Performance Evaluation - Integrate Merit Based Pay Increases								
5.1.7	Implement Recruitment and Retention SOP								
5.1.8	Develop long-term staffing plan								
5.2	Develop and Implement a Proactive Communication Strategy								
5.2.7	[Proposed] Implement Biannual Community Survey								
5.2.8	[Proposed] Implement Community Polling System								
5.2.9	[Proposed] Automate Community Sentiment & Social Listening								
5.2.10	[Proposed] Develop Crisis Communications Plan Annex for EOP								
5.3	Evaluate and Update Service Delivery Expectations and Best Practices								
5.3.3	Develop and implement digitization program for city records								
5.3.3b	3rd Party Scanning of City Records								
5.5	Evaluate and Update IT Infrastructure, Software, and Security								
5.5.1	Define and Develop and Implement Core components of the IT master Plan								
5.5.2	Conduct IT risk analysis and vulnerability assessment								
5.3.13	[Proposed] IT Master Plan recommendation TBD								
5.3.14	[Proposed] IT Master Plan recommendation TBD								

FY 2025-26 Strategic Action Plan

Summary of Completed Projects 2019 - 2025

FINANCIAL RESILIENCE AND RESPONSIBILITY PRIORITY AREAS AND COMPLETED PROJECTS

1.1 Develop and Maintain a Budget process that links with the Strategic Action Plan

- 1.1.1 Implement recurring budget/SAP review process utilizing new budget software (ClearGov)
- 1.1.3 Improve Budget Deliverables to GFOA Standards
- 1.1.5 Develop Standardized capital project financial management process (combined with 1.2.3)

1.2 Develop a 5-Year Forecast

- 1.2.1 Develop 5-year Revenue and Operational Projections
- 1.2.2 Develop 5 year operational projections (combined with 1.2.1)
- 1.2.3 Develop 5 Year CIP projections
- 1.2.4 Develop and integrate staffing plan into the long-term financial plan
- 1.2.5 Integrate Capital Improvements Plan funding into the long-term financial plan

1.3 Develop a Risk Inventory and mitigation strategies

- 1.3.1 Complete Internal Controls framework for Financial Statement Controls

1.4 Develop Sustainable Financing Strategies aligned with service delivery expectations

- 1.4.1 Implement a sustainable and equitable drainage funding source for stormwater
- 1.4.2 Develop a sustainable and equitable Water Rate (combined with 1.4.4)
- 1.4.3 Develop a sustainable and equitable Wastewater Rate (combined with 1.4.5)
- 1.4.6 Review and Update General and Enterprise Fund Financial Policies (moved to 1.5.6)
- 1.4.7 Address sales tax base - sales tax audit
- 1.4.8 Negotiate and update new franchise fee agreements for reliability and cost recovery
- 1.4.9 Develop a sustainable and equitable Water Rate
- 1.4.10 Develop a sustainable and equitable Wastewater Rate

1.5 Ensure continuity and excellence of Financial Reporting Reliability

- ~~1.5.2 Determine reporting requirements for grants, new utilities, etc.~~
- 1.5.3 Assess Monthly and Quarterly financial reporting deliverables
- 1.5.4 Reconcile Impact Fees
- 1.5.5 Evaluate and improve Equipment Replacement Fund
- 1.5.7 Implement Storm Water Utility Cost Center and Business Functions

1.6 Implement Procurement Function

- 1.6.1 Hire Procurement Manager
- 1.6.2 Establish Procurement Policy to include purchases, credit card purchases, employee reimbursables, etc.
- 1.6.4 Formalize process for contracts execution and compliance

1.7 Modernize Enterprise Resource Planning System

RESPONSIBLE GROWTH MANAGEMENT PRIORITY AREAS AND COMPLETED PROJECTS

2.1 Manage the physical development of the city in accordance with the Comprehensive Plan

- 2.1.4 Update Health Inspection Ordinance
- 2.1.5 Expand Fire Inspection and ultimately Fire Marshall roles
- 2.1.6 FM 3351 Owners Rep/Project Management and Utility Relocation
- 2.1.7 Development Initiatives
- 2.1.8 Review future land use map
- 2.1.10 Identify staffing and training resources to manage the development process
- 2.1.11 ~~Integrate small commercial opportunities into the Comprehensive Plan to diversify tax base~~

2.2 Implement and update Infrastructure Master Plans

- 2.2.1 Develop project criticality chain and funding plan (Water CIP)
- 2.2.2 Develop project criticality chain and funding plan (Wastewater CIP)
- 2.2.3 Develop project criticality chain and funding plan (Drainage CIP)
- 2.2.5 Evaluate and update Comprehensive Plan and UDC **see 2.1.13**

2.3 Enhance Local Mobility and Multimodal Connectivity

- 2.3.1 Update Street Signage Citywide (Operational budget 01-640-254)
- 2.3.2 Develop and Implement a city ROW Beautification ROW
- 2.3.3 Improve Access to Preserve and Park
- 2.3.4 Traffic Impact Analysis
- 2.3.6 Revise development and multimodal development and design standards (see master transportation plan)
- 2.3.7 Evaluate and update the transportation plan for the city and surrounding area (see transportation plan)

2.4 Align Strategies with alternative funding sources

- 2.4.2 Develop MDD owners representation consulting agreement *Contingent on MDD approval
- 2.4.3 Infrastructure Project Development *Contingent on MDD approval

2.5 Develop, Implement and Update Environmental Sustainability Programs

- 2.5.1 Implement Municipal Separate Storm Sewer System (MS4) permit requirements
- 2.5.2 Develop and Implement a Water Conservation program
- 2.5.3 Establish a Rebate Program (TGRGCD, In-House, etc.)
- 2.5.4 UDC Requirements for New Developments (Tree Preservation, Open Space, Conservation) (combine w2.1.13)
- 2.5.5 Create a Geological Features Map
- 2.5.6 Develop and Implement Tree preservation and Oakwilt Assessment Program
- 2.5.7 Review wildlife education, preservation and management strategies
- 2.5.8 Establish partnerships with outside entities for conservation initiatives

RELIABLE AND SUSTAINABLE INFRASTRUCTURE PRIORITY AREAS AND COMPLETED PROJECTS

3.1 Enhance and Ensure Continuity of Reliable Water Resources

- 3.1.0 Develop Water Capital Improvement Plan and funding opportunities (Water CIP)
- 3.1.1 Implement and Educate regarding the Backflow Prevention Compliance program
- 3.1.15 Evaluate and ensure water supply availability and continuity in accordance with adopted master plans

3.2 Enhance and Ensure Continuity of Reliable Wastewater Treatment

- 3.2 Design, construct, and complete wastewater projects as identified in the five-year capital improvements plan
- 3.2.0 Develop Wastewater Capital Improvement Plan and funding opportunities (Wastewater CIP)
- 3.2.1 Upgrade and Expand the WWTP Effluent Transfer Pump Station (27R) part of 3.2.11
- 3.2.2 Existing Wastewater Treatment Plant Improvements - Solids Handling Improvements (4R)
- 3.2.3 Install 8-inch Gravity Sanitary Sewer Line and Decommission Falls Lift Station (1S)
- 3.2.4 Finalize and Advance Wastewater Treatment Plant Study (2.1S)
- 3.2.6 Implement Mechanical System Improvements at School Lift Station (8R)
- 3.2.7
- 3.2.7
- 3.2.8 Install SCADA at the Live Oak and Blackjack Chlorine Booster Stations
- 3.2.9 Install New Gravity Trunk Line from Old WWTP to New WWTP (3S)
- 3.2.10 Upgrade Reuse Water System: 2.0 MGD Pump Station (1RU)
- 3.2.11 Wastewater Treatment Plant Phase 1 Expansion
- ~~3.2.12 Install multiple Gravity Sanitary Sewer Lines per Master Plan~~
- 3.2.13 Update and Repair WW Treatment Plant Buildings - repair road (Operational budget 05-502-150)
- 3.2.16 1.6 MGD Lift Station and 12" Force Main to New WWTP (4S)
- ~~3.2.14 Create Regional Partnerships for future Utility and Infrastructure Needs~~
- 3.2.15 Implement Wastewater System EPA Risk Assessment and Emergency Response Plan
- 3.2.5 Improve the Capacity, Maintenance, Operation and Maintenance (CMOM) EPA program

3.3 Enhance and Ensure Continuity of Reliable Drainage Improvement Initiatives

- 3.3.0 Develop Drainage Capital Improvement Plan and funding opportunities (Wastewater CIP)
- 3.3.1 Establish a programmed and systematic approach for Drainage Improvements from Master Plan (CIP)
- 3.3.2 Design and maintain a drainage maintenance program

3.4 Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives

- 3.4.1 Develop Roadway Capital Improvement Plan and funding opportunities (Roadway CIP)
- 3.4.2 Conduct long-term road condition analysis (traffic studies, PCI, etc.)
- 3.4.3 Design and maintain a roadway maintenance program

3.5 Enhance and Ensure Continuity of Reliable City Facilities

- 3.5.3 Develop a Citywide space plan (combined with 3.5.2)
- 3.5.4 City Hall Renovation-Construction
- 3.5.6 City Hall Renovation - Equipment and Furniture
- 3.5.7 Develop a replacement program for assets crucial to city operations

PUBLIC HEALTH AND SAFETY PRIORITY AREAS AND COMPLETED PROJECTS

4.1 Enhance and Ensure Continuity of Police Services

- 4.1.1 Implement Police Salary and Benefit Plan
- 4.1.2 ~~Reclassify 4 Patrolman to Corporal Positions~~
- 4.1.3 ~~Reclassify Lt. to Assistant Chief~~
- 4.1.4 ~~Hire non sworn Property Room/Compliance Manager~~
- 4.1.5 ~~Establish asset forfeiture account~~
- 4.1.6 Develop a standards of cover and utilization study
- 4.1.7 Implement findings from standards and utilization study
- 4.1.8 Maintain K-9 Unit Capability
- 4.1.9 Review Organizational Structure to Ensure Continuity of Leadership
- 4.1.9a ~~Reclassify 4 Patrolman to Corporal Positions~~
- 4.1.9b ~~Reclassify Lt. to Assistant Chief~~
- 4.1.10 Develop a formal officer recognition program/event to boost morale

4.2 Develop a Long-Term Strategy for Continuity of Fire Services

- 4.2.1 Develop a standards of cover and utilization study

4.3 Develop a Long-Term Strategy for Continuity of Emergency Medical Services

4.4 Develop Ongoing Community Outreach and Education Programs

- 4.4.1 Develop a School Resource Officer Program

4.5 Establish a Formal Emergency Response Plan

- 4.5.1 Develop an incident command hierarchy
- 4.5.4 Refine communications role for Council and staff

4.6 Review and update Municipal Court best practices

- 4.6.1 Review and implement court security upgrades
- 4.6.3 Streamline Judge and Prosecutor case flow processes - Municipal Court (was 5.3.6)
- 4.6.4 Enhance online services for case management and customers - Municipal Court (was 5.3.8)

OPERATIONAL EXCELLENCE PRIORITY AREAS AND COMPLETED PROJECTS

5.1 Evaluate and Implement key HR Programs that Promote Organizational Design and Development

5.1.3 Evaluate, Update and Develop Talent Management Processes/Programs

5.1.4 Evaluate and Implement technology to improve efficiency within HR (NeoGov)

5.2 Develop and Implement a Proactive Communication Strategy

5.2.1 Create, coordinate, and lead Strategic Communication efforts

5.2.2 Develop Brand Identity and Credibility

5.2.3 Create Opportunities for Resident Engagement and Participation

5.2.4 Provide Transparent and Timely Communication to Media and Public

5.2.5 Ensure a Well-Informed City Workforce

5.2.6 Design and Construct a City Gateway Feature (moved to 3.5.7)

5.3 Evaluate and Update Service Delivery Expectations and Best Practices

~~5.3.1 Evaluate and Improve operational performance targets and KPI's~~

5.3.2 Develop and implement a records management plan

5.3.3a Acquire Software for Digitization (now operational 01-612-701)

~~5.3.4 Cost of services program based on service delivery expectations~~

5.3.5 Implement paper-lite processes and procedures - Municipal Court

5.3.5a Reduce paper forms in court processes for greater efficiency and enhanced customer service

5.3.5b Enhance use of current technologies in Municipal Court including court management system and electronic signature

5.3.6 Streamline Judge and Prosecutor case flow processes - Municipal Court

5.3.7 Develop Risk mitigations and corrections strategies - Municipal Court

5.3.8 Enhance online services for case management and customers - Municipal Court

5.3.8a Develop online service automation for resolution of cases and citations

5.3.8b Enhance online informational services for municipal court clients and customers

5.3.9 Evaluate the efficacy of implementing paperless/paperlite electronic document management (combined with 5.3.3)

5.3.10 Implement agenda management program

5.3.11 Evaluate and implement Public Information Request software programs

5.3.12 Implement Fuel Station for City Fleet Vehicles

5.5 Evaluate and Update IT Infrastructure, Software, and Security

5.5.3 Evaluate and Update Cyber Security Processes and Procedures

5.5.3 *Numerous IT Capital Projects



Strategic Action Plan Workshop

FY 2025-26



Jim Williams, MBA, ICMA-CM

Assistant City Manager

Agenda



- SAP High Level Overview
- Discussion: Emerging Enablers and Challenges
- Recap FY 2024-25 SAP Performance
- Staff Recommendations: 2025-26 SAP Adjustments
- Open Discussion / Council Direction

Meeting Objectives

- Review: Are work priorities in line with Council objectives?
- Reinforce: Incorporate the plan into programs and activities
- Goal: Identify priorities for upcoming budget season

Mission and Vision



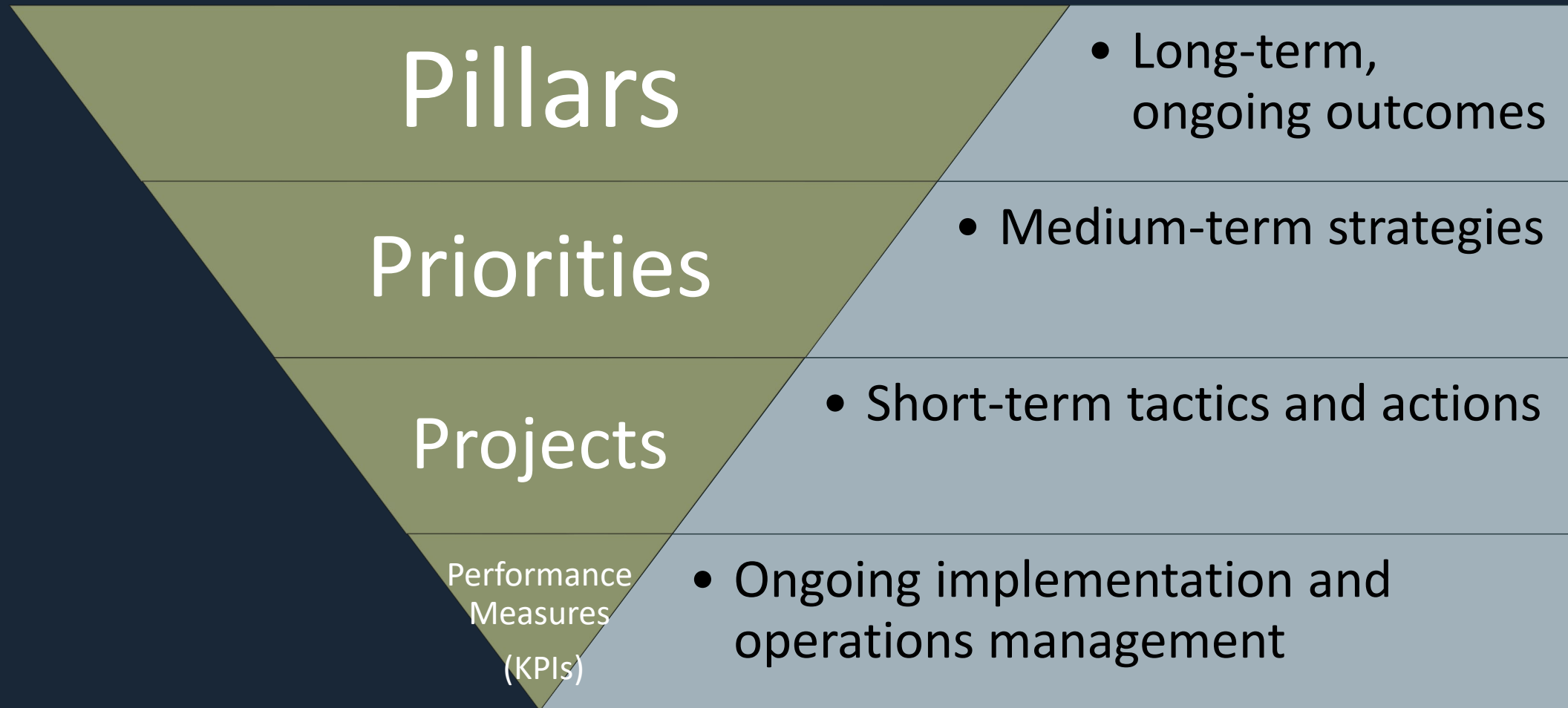
Vision Statement

To offer the ideal place to call home in the hill country, guided by strong community values and responsible growth that provides residents of all ages a place to relax and reconnect.

Mission Statement

To deliver exceptional public services, preserve the natural beauty of our city, protect and promote quality of life, and foster community engagement.

Strategic Plan Hierarchy



Strategic Plan Pillars



Financial Resilience
and Responsibility



Reliable and
Sustainable
Infrastructure



Public Health
and Safety



Responsible Growth
Management



Operational
Excellence

Emerging Enablers and Challenges



The World Has Changed Since 2019!

- COVID-19 Pandemic
- US Exit - Afghanistan & Iraq
- War in Ukraine
- Two Presidential Elections
- Border Tensions
- Zoom
- Suez Canal Blockage
- Texas Winter Storm
- Global Chip Shortage
- Inflation Surge
- Uvalde School Shooting
- COFOR Comp Plan, UDC changes



Emerging Enablers and Challenges

Most Recent Staff Observations:

- Media & Information Sharing Capabilities
- Police Recruiting and Retention
- Council turn over since 2019 plan adoption
- We're focusing more on recruiting the best people
- Employee leave accruals
- General distrust of government
- Transparency portal – fewer citizen complaints
- Lots of community comms channels – hard to listen
- Street maintenance – new technologies
- Retention and turn-over rates

Emerging Enablers and Challenges

Most Recent Staff Observations:

- The City is fiscally healthy
- Build-out...its coming?
- Safest City in the SATX metro!
- Financial transparency (PAFR)
- More citizen involvement in Boards and Commissions
- Technology opportunities
- Cyber threats
- Becoming more involved with other agencies & governments
- Global economy
- U.S. fiscal policy changes
- EMS/Fire response time
- 1st line supervisors

Plan Performance



Financial Resilience & Responsibility

Notable Achievements

AA+ Bond Rating

5-Year Forecast

Waste Water – “above water”

Fund Balance Policies

CIP Bond Program

GFOA Awards

Property at Risk inventory

Quarterly Financial Reports

Procurement Function

Workplan Update



Financial Resilience & Responsibility



Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

FINANCIAL RESILIENCE AND RESPONSIBILITY PRIORITY AREAS AND PROJECTS

	2021	2022	2023	2024	2025	2026	2027
1.1: Develop and Maintain a Budget process that links with the Strategic Action Plan							
1.1.2 Implement sustainable recurring budget/SAP process and procedures (Council Resolution)							
1.1.4 Redesign Enterprise Budget Process and Rate Model							
1.1.6 Implement a strategic planning, reporting, and monitoring system							
1.1.7 Develop and track Key Performance Indicators							
1.2: Develop a 5-Year Forecast							
1.2.4 Develop and integrate staffing plan into the long-term financial plan							
1.2.6 Integrate the Utility Fund into the long-term financial plan							
1.3: Develop a Risk Inventory and mitigation strategies							
1.3.2 Develop a Risk Inventory for operational risks							
1.3.3 Implement internal controls for financial and operational risks							
1.3.4 Complete a risk management audit to ensure compliance with risk mitigation strategies							
1.3.5 [PROPOSED] Develop Risk Management Policy							

Workplan Update



Financial Resilience & Responsibility

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

FINANCIAL RESILIENCE AND RESPONSIBILITY PRIORITY AREAS AND PROJECTS	2021	2022	2023	2024	2025	2026	2027
1.4 Develop Sustainable Financing Strategies aligned with service delivery expectations							
1.4.4 Update Water Impact Fee Study							
1.4.5 Update Wastewater Impact Fee Study							
1.4.11 Develop a long-term capital and debt financing plan							
1.5 Ensure continuity and excellence of Financial Reporting Reliability							
1.5.1 Evaluate and update fund balance and reserve policies							
1.5.6 Review and Update Financial Management Policies							
1.6 Implement Procurement Function							
1.6.3 Implement Purchase Order Process in Incode and create Citywide SOP							
1.7 Modernize Enterprise Resource Planning System							
1.7.1 Conduct Strengths, Opportunities, Aspirations, and Results (SOAR) Analysis							
1.7.2 Identify current system resources and redundancies							
1.7.3 Identify and evaluate current ERP platform and alternatives							
1.7.4 Select and implement modern ERP System							

Plan Performance



Responsible Growth Management

Notable Achievements

UDC Updates

Drought Contingency Plan

TXDOT Coordination

FLUM Updates

TSAC formation

Workplan Update



Responsible Growth Management

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled



RESPONSIBLE GROWTH MANAGEMENT PRIORITY AREAS AND PROJECTS

	2021	2022	2023	2024	2025	2026	2027
2.1 Manage the physical development of the city in accordance with the Comprehensive Plan							
2.1.1 Update International Family of Building and Life Safety Codes (every 3 years)							
2.1.2 Update the Unified Development Code							
2.1.3 Implement turnkey predevelopment process/development handbook (Administrative Procedures Manual)							
2.1.9 Engage with regional development committees and initiatives							
2.1.10 Identify staffing and training resources to manage the development process							
2.1.12 Update Transportation Plan							
2.1.13 Update the Comprehensive Plan							
2.2 Implement and update Infrastructure Master Plans							
2.2.4 Evaluate and update Master Plans (Waster, Wastewater)							
2.2.6 Evaluate and update Master Plans (Drainage)							
2.2.7 [Proposed] Implement Master Roads Plan (CIP)							

Workplan Update



Responsible Growth Management

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

RESPONSIBLE GROWTH MANAGEMENT PRIORITY AREAS AND PROJECTS

	2021	2022	2023	2024	2025	2026	2027
2.3: Enhance Local Mobility and Multimodal Connectivity							
2.3.5 Institute transportation and traffic safety committees and to identify needs and opportunities							
2.4: Align Strategies with alternative funding sources							
2.4.1 Develop City Sponsored Application for Gateway Infrastructure *Contingent on MDD approval							
2.4.5 Align and update Community Center Agreement between City and MDD							
2.5: Develop, Implement and Update Environmental Sustainability Programs							

Plan Performance



Reliable and Sustainable Infrastructure

Notable Achievements

W&WW Master Plan

MDD Grants

Drought Contingency Plan

Post Oak Trail Reconstruction

City Hall Renovation

Pavement OCI

Progress on EST

Water Tank Maintenance Program

SAWS Interconnect

Tivoli Way Drainage

Chartwell – Dietz Intersection

Workplan Update



Reliable and Sustainable Infrastructure



Project Status Legend

Yellow	Project Planning Phase
Green	In Progress/Funds Budgeted
Blue	Project Completed/Operational
Red	Project On Hold or Canceled

RELIABLE AND SUSTAINABLE INFRASTRUCTURE PRIORITY AREAS AND PROJECTS							
	2021	2022	2023	2024	2025	2026	2027
3.1: Enhance and Ensure Continuity of Reliable Water Resources							
3.1.17 Evaluate water needs for fire protection, integrate into Water Master Plan update				Yellow	Green	Green	Blue
3.1.18 Update drought contingency plan				Yellow	Blue		
3.2: Enhance and Ensure Continuity of Reliable Wastewater Treatment							
3.3: Enhance and Ensure Continuity of Reliable Drainage Improvement Initiatives							
3.3.2 Design and maintain a drainage maintenance program				Green	Blue		
3.3.3 Assess the effectiveness of drainage maintenance program						Green	Blue
3.4: Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives							
3.4.4 Assess effectiveness of the annual road maintenance program	Blue			Green	Blue		
3.5: Enhance and Ensure Continuity of Reliable City Facilities							
3.5.2 Develop a City Facilities and Space Utilization Master Plan						Green	Blue
3.5.5 Plan and construct a community center	Yellow	Yellow	Yellow	Yellow	Green	Blue	

Plan Performance



Public Health and Safety

Notable Achievements

Fire / EMS response times

Police Cadet Program

Fire Station 3 Upgrades

SRO Program

Citizens Police Academy

EOC Plan

Low Crime Rate

Police Utilization Study

Fire/EMS Utilization Study

Junior Police Academy

Court Security Upgrades

Court backlog

Workplan Update



Public Health and Safety

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

PUBLIC HEALTH AND SAFETY PRIORITY AREAS AND PROJECTS		2021	2022	2023	2024	2025	2026	2027
4.1	Enhance and Ensure Continuity of Police Services							
4.1.11	Establish a Police Cadet Program							
4.2	Develop a Long-Term Strategy for Continuity of Fire Services							
4.2.2	Implement findings from standards and utilization study							
4.2.3	Update and renew service agreements with fire service providers							
4.2.4	Fire Station #3 Phase 2 Upgrades							
4.3	Develop a Long-Term Strategy for Continuity of Emergency Medical Services							
4.3.2	Implement findings from standards and utilization study							
4.3.3	Update and renew service agreements with emergency medical service providers							
4.4	Develop Ongoing Community Outreach and Education Programs							

Workplan Update



Public Health and Safety

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled

PUBLIC HEALTH AND SAFETY PRIORITY AREAS AND PROJECTS							2021	2022	2023	2024	2025	2026	2027
4.5 Establish a Formal Emergency Response Plan													
4.5.2 Develop and document a Continuity of Operation Plan													
4.5.3 Ensure senior staff is properly certified/trained for EOC (NIMS/ICS)													
4.5.5 [Proposed] Develop and implement Emergency Management Testing, Training & Evaluation program													
4.6 Review and update Municipal Court best practices													
4.6.2 Determine advantages and applicability of a court of record													

Plan Performance



Operational Excellence



Notable Achievements

IT Help Desk Response Times

Emergency communications

Website

Social Media

Overall outreach efforts

Retention Rates

Recruitment - better candidate pool

Agenda management workflows

Enhanced payment options

Work order management system

Workplan Update



Operational Excellence

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled



OPERATIONAL EXCELLENCE PRIORITY AREAS AND PROJECTS

	2021	2022	2023	2024	2025	2026	2027
5.1: Evaluate and Implement key HR Programs that Promote Organizational Design and Development							
5.1.1 Evaluate and Update Compensation and Benefit Plans							
5.1.2 Evaluate and Update Employee Handbook							
5.1.5 Implement Learning Management System							
5.1.6 Update Performance Evaluation - Integrate Merit Based Pay Increases							
5.1.7 Implement Recruitment and Retention SOP							
5.1.8 Develop long-term staffing plan							
5.2: Develop and Implement a Proactive Communication Strategy							
5.2.7 [Proposed] Implement Biannual Community Survey							
5.2.8 [Proposed] Implement Community Polling System							
5.2.9 [Proposed] Automate Community Sentiment & Social Listening							
5.2.10 [Proposed] Develop Crisis Communications Plan Annex for EOP							

Workplan Update



Operational Excellence

Project Status Legend	
	Project Planning Phase
	In Progress/Funds Budgeted
	Project Completed/Operational
	Project On Hold or Canceled



OPERATIONAL EXCELLENCE PRIORITY AREAS AND PROJECTS							
	2021	2022	2023	2024	2025	2026	2027
5.3 Evaluate and Update Service Delivery Expectations and Best Practices							
5.3.3 Develop and implement digitization program for city records							
5.3.3b 3rd Party Scanning of City Records							
5.5 Evaluate and Update IT Infrastructure, Software, and Security							
5.5.1 Define and Develop and Implement Core components of the IT master Plan							
5.5.2 Conduct IT risk analysis and vulnerability assessment							
5.3.13 [Proposed] IT Master Plan recommendation TBD							
5.3.14 [Proposed] IT Master Plan recommendation TBD							



Questions & Council Direction