



CITY OF FAIR OAKS RANCH

CITY COUNCIL REGULAR MEETING

Thursday, February 03, 2022 at 6:30 PM

City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch

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 of the Council Chambers. In accordance with the Open Meetings Act, Council may not discuss or take action on any item which has not been posted on the agenda. Speakers shall limit their comments to five (5) minutes each.

3. Citizens to be heard

PRESENTATIONS

4. Presentation of Employee Service Awards to Stacy Love, Investigator (10 years).

Joanna Merrill IP/A-SLF, Director of Human Resources and Communications

CONSENT AGENDA

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

5. Approval of the January 20, 2022 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

6. Approval of a Resolution ordering a General Election to be held May 7, 2022, for the election of Council Member Places 3, 4, and 5.

Christina Picioccio, TRMC, City Secretary

7. Approval of a Resolution authorizing a Joint Election Agreement with Kendall County Elections relating to the May 7, 2022 election and authorizing the City Manager to execute all documents in connection therewith.

Christina Picioccio, TRMC, City Secretary

8. Approval of a Resolution to approve the 2021 Property Tax Levy.

Scott Huizenga, Assistant City Manager

CONSIDERATION/DISCUSSION ITEMS

9. Consideration and possible action on filling the Planning & Zoning Commission's Place 5 unexpired term.

Gregory C. Maxton, Mayor
Bobbe Barnes, P&Z Chairperson

10. Consideration and possible action on filling the open Zoning Board of Adjustment Place 1 and Alternate Places 6 and 7.

Christina Picioccio, TRMC, City Secretary

11. Consideration and possible action authorizing the City Manager to sign Professional Service Agreements for On-Call Engineering Services in support of Roadway CIP, Drainage CIP, Water, Wastewater and Reuse CIP, and general civil engineering projects.

Clayton Hoelscher, Procurement Manager
Grant Watanabe, P.E., Director of Public Works & Engineering Services

REPORTS FROM STAFF AND COUNCIL

12. Presentation of Financial Update and Quarterly Investment Report for Quarter 1 of Fiscal Year 2022.

Scott Huizenga, Assistant City Manager, Administrative Services

13. Police Department Annual Report.

Tim Moring, Chief of Police

REQUESTS AND ANNOUNCEMENTS

14. Announcements and reports by Mayor and Council Members.

15. Announcements by the City Manager.

16. 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:

17. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.

18. Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs. Edward I. Hill, Robert E. Heckendorn, Craig M. Luitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.
19. Development issues related to the development agreement for Boerne Ranch Estates/The Reserve.

Sec. 551.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

Meeting Cancelled

Signature of Agenda Approval: Justin E. Maples

Justin E. Maples, City Manager

Due to Winter Storm

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

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, January 31, 2022 and remained so posted continuously for at least 72 hours before said meeting was convened.

The Fair Oaks Ranch City Hall is wheelchair accessible at the side entrance of the building from the parking lot. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary's office at (210) 698-0900. Braille is not available. The City Council reserves the right to convene into Executive Session at any time regarding an issue on the agenda for which it is legally permissible; pursuant to Texas Government Code Chapter 551. Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

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AGENDA

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

CONSENT AGENDA

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Christina Picioccio, TRMC, City Secretary

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Christina Picioccio, TRMC, City Secretary

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Scott Huizenga, Assistant City Manager

CONSIDERATION/DISCUSSION ITEMS

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Gregory C. Maxton, Mayor
Bobbe Barnes, P&Z Chairperson

- [10.](#) Consideration and possible action on filling the open Zoning Board of Adjustment Place 1 and Alternate Places 6 and 7.

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Clayton Hoelscher, Procurement Manager
Grant Watanabe, P.E., Director of Public Works & Engineering Services

REPORTS FROM STAFF AND COUNCIL

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Scott Huizenga, Assistant City Manager, Administrative Services

13. Police Department Annual Report.

Tim Moring, Chief of Police

REQUESTS AND ANNOUNCEMENTS

14. Announcements and reports by Mayor and Council Members.
15. Announcements by the City Manager.
16. Requests by Mayor and Council Members that items be placed on a future City Council agenda.

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Sec. 551.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

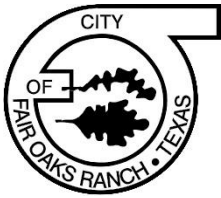
Signature of Agenda Approval: s/Tobin E. Maples

Tobin E. Maples, City Manager

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

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CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, January 20, 2022 at 6:30 PM

City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

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

With a quorum present, the meeting was called to order at 6:31 PM.

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

CITIZENS and GUEST FORUM

3. Citizens to be heard – No citizens signed up to be heard.

PRESENTATIONS

4. City Manager, Tobin Maples and Mayor Maxton recognized City Secretary, Christina Picioccio, for her achievement of Texas Municipal Clerks Certification.
5. John Schuggs, representative from Matrix Consulting Group, presented to Council the Police Utilization Study.
6. Julio Colunga, Assistant Director of Public Works, and Mike Garza, P.E., PTOE, RSP1, General Engineering Consultant, Legacy Engineering Group, presented to Council the Annual Street Maintenance Plan Update.

CONSENT AGENDA

7. Approval of the January 6, 2022 Regular City Council meeting minutes.
8. Approval of the second reading of an Ordinance amending the City of Fair Oaks Ranch Code of Ordinances Chapter 1 "General Provisions" by adding a new article entitled "Stormwater Pollution Prevention".
9. Approval of the second reading of an Ordinance amending the City of Fair Oaks Ranch Code of Ordinances Chapter 12 "Traffic & Vehicles" Article 12.04 "Operation of Golf Carts on Public Streets" by establishing regulations for the operation of recreational off-road vehicles and utility vehicles on city-owned streets and providing additional clarification regarding child safety restraints as defined by the Texas Transportation Code.
10. Approval of the second reading of an Ordinance amending the City Council Rules of Procedure.

11. **Approval of a Preliminary Plat request from Elkhorn Ridge SA, LLC for Elkhorn Ridge Unit 4 proposing 26 single-family residential lots, generally located north of the intersection of Dietz Elkhorn Road and Elkhorn Ridge, City of Fair Oaks Ranch, Texas**
12. **Approval of a request for an extension of time for consideration and possible action regarding the approval of a Preliminary Plat request from Green Land Ventures Ltd., for Stone Creek Ranch Unit 2C proposing 35 single-family residential lots, generally located north-west of the intersection of Rolling Acres Trail and Ammann Road, City of Fair Oaks Ranch, Texas**

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

VOTE: 7-0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

13. **Consideration and possible action approving a Preliminary Plat request from Green Land Ventures Ltd., for Stone Creek Ranch Unit 2C proposing 35 single-family residential lots, generally located north-west of the intersection of Rolling Acres Trail and Ammann Road, City of Fair Oaks Ranch, Texas.**

This agenda item was not considered as the request for an extension was approved in the Consent Agenda.

16. **Consideration and possible action to approve the City's proposed 5-year Drainage Capital Improvement Plan.**

This item was considered out of order at the request of Mayor Maxton.

MOTION: Made by Council Member Elizondo, seconded by Council Member Parker, to approve the proposed FY2022-27 Drainage Capital Improvement Plan.

AMENDED MOTION: Made by Council Member Koerner, seconded by Council Member Muenchow, to amend the proposed FY2022-27 Drainage Capital Improvement Plan with the movement of project #23 to the "Nice to Do" list.

VOTE TO AMEND: 7-0; Motion Passed.

VOTE ON AMENDED

MOTION: 7-0; Motion Passed.

14. **Consideration and possible action approving a Resolution adopting an amendment to the City's Flexible Benefit Plan Section 6.2(c) definition of "medical expenses" and authorizing the City Manager to sign applicable documents.**

MOTION: Made by Council Member Bliss, seconded by Council Member Stroup, to approve a Resolution adopting the provisions of the Internal Revenue Service Announcement 2021-7 and to authorize the City Manager to take all actions as deemed necessary to effectuate this Resolution.

VOTE: 6-0; Motion Passed. (Council Member Muenchow was not present during the vote)

15. Consideration and possible action approving a Resolution approving a Resolution to formalize the Application of Benefit Plan Surplus Funds.

MOTION: Made by Council Member Elizondo, seconded by Council Member Koerner, to approve a resolution formalizing the allocation of surplus or “forfeited” funds under Article VI Section 7.2 of the Benefit Plan “Application of Benefit Plan Surplus” to revert back to the City in accordance with Benefit Plan and IRS guidelines and to authorize the City Manager to execute applicable documents.

VOTE: 7-0; Motion Passed.

17. Consideration and possible action authorizing the City Manager to execute a contract with Trox to purchase equipment for live streaming public meetings.

MOTION: Made by Council Member Elizondo, seconded by Council Member Muenchow, to authorize the City Manager to execute a contract with Troxell Communications plus any additional requirements needed to support stand up and operation of the system at an amount not to exceed \$35,000.

VOTE: 7-0; Motion Passed.

18. Consideration and possible action on filling the Planning & Zoning Commission’s Place 5 unexpired term.

MOTION: Made by Council Member Koerner, seconded by Council Member Muenchow, to leave Place 5 P&Z Commissioner’s unexpired term unfilled until October 1, 2022.

After Council discussion the consensus was to defer the item until the Mayor could reach out to the Planning & Zoning Commission Chairperson to get feedback on the need to fill the position.

Council Member Koerner withdrew her motion.

REPORTS FROM STAFF AND COMMITTEES

19. Update on May 2022 Elections.

City Secretary, Christina Picioccio, provided an update on new information regarding the upcoming May 7, 2022 General Election and the effects of a special Constitutional Amendment election happening at the same time. A presentation was made to Council showing various options. Council provided direction to staff to pursue a contract with Kendall County. All residents eligible to vote in the City election will cast their ballots at Kendall County Polling Sites inclusive of Van Raub Elementary (within the city limits).

REQUESTS AND ANNOUNCEMENTS

20. Announcements and reports by Mayor and Council Members.

Council Member Stroup informed everyone that the FORHA Adopt a Highway event has been rescheduled to January 29, 2022.

Council Member Elizondo informed all present that the Kendall County Law Enforcement Alumni Association is hosting two free events. An Active Shooter Preparedness Training at 10:00 AM on Saturday, January 29, 2022 at Apache Rifleworks and a Refuse to be a Victim Seminar at 9:00 AM in the Bevy Hotel, February 5, 2022.

21. Announcements by the City Manager.

City Manager, Tobin Maples, reminded everyone that bulk pickup is ongoing and currently on schedule. Mr. Maples also thanked all staff for their hard work in preparing for the predicted storm weather event.

22. 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 Executive Session at 10:13 PM regarding:

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:

25. Development issues related to the development agreement for Boerne Ranch Estates/The Reserve.

Sec. 551.072 (Deliberation regarding real property)

26. 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 Executive Session regarding:

23. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
24. Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs. Edward I. Hill, Robert E. Heckendorn, Craig M. Luitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.

RECONVENE INTO OPEN SESSION

City Council reconvened into Open Session at 10:38 PM. No action was taken.

ADJOURNMENT

Mayor Maxton adjourned the meeting at 10:38 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 3, 2022

AGENDA TOPIC: Approval of a Resolution ordering a General Election to be held May 7, 2022, for the election of Council Member Places 3, 4, and 5

DATE: February 3, 2022

DEPARTMENT: City Secretary

PRESENTED BY: Consent Agenda – Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

The Texas Election Code requires City Council to order the election no later than the 78th day (February 18, 2022) before Election Day, May 7, 2022. This year Council Places 3, 4, and 5 are up for reelection. The City Secretary presented to council at the January 20, 2022, council meeting various options regarding the May election. Council directed staff to proceed with ordering the election and to contract with Kendall County to run our city elections.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Affords the citizens the opportunity to elect their local government officials and complies with State Election Code and City Charter.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Costs estimates provided by Kendall County are \$7, 197.85. Total election budget is \$38, 222.00.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda - I move to approve a Resolution ordering a General Election to be held May 7, 2022, for the election of the Council Member Places 3, 4, and 5.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 07, 2022 FOR THE ELECTION OF CERTAIN CITY OFFICERS; PROVIDING PROCEDURES AND DEADLINES FOR THE FILING OF CANDIDATE APPLICATIONS TO BE PLACED ON THE BALLOT; FOR THE LOCATION AND TIME FOR EARLY VOTING; AUTHORIZING CONTRACTS WITH THE ELECTION ADMINISTRATOR OF KENDALL COUNTY, TEXAS TO CONDUCT THE ELECTIONS; AUTHORIZING THE ELECTIONS TO BE HELD AS A JOINT ELECTION; AND FOR NOTICE OF SAID ELECTIONS TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the laws of the State of Texas provide that on May 7, 2022, there shall be a general election for municipal officers; and,

WHEREAS, the City of Fair Oaks Ranch is a Home Rule municipality located in Bexar County, Comal County and Kendall County, adopted as authorized by Article XI, Section 5, of the Texas Constitution; and

WHEREAS, Section 4.01 of the City's Charter requires the City of Fair Oaks Ranch to conduct an election for city officers annually on an authorized uniform election date; and

WHEREAS, pursuant to Chapter 3 of the Texas Election Code, the City Council of the City of Fair Oaks Ranch, Texas hereby calls for the above general election for municipal officers and hereby sets forth the procedures and requirements for the conduct of said election as prescribed by the Texas Election Code; and

WHEREAS, pursuant to Chapter 271 of the Texas Election Code, the City will contract with the Kendall County Elections Administrator to conduct this election.

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

SECTION 1. The City of Fair Oaks Ranch hereby orders a Municipal General Election to be held on May 7, 2022, an authorized uniform election date, for the purpose of:

- a. Electing Council Members for Places 3, 4, and 5.
 - i. The Council Member elected to Places 3, 4, and 5, shall serve a term of 3 years, with their terms terminating in 2025, or when their successors are duly elected;
 - ii. That at said election each of the aforementioned named City Council positions shall be voted upon separately and that the candidate receiving the majority votes for each said City Council position shall be elected to that office;
 - iii. That qualified persons desiring to be candidates in the aforementioned City Council Places shall file applications for candidacy with the City Secretary beginning at 8 AM on the 19th day of January and not later than 5:00 PM on the 18th day of February, 2022.

SECTION 2. All qualified voters of the City of Fair Oaks Ranch shall be entitled to vote in said election.

SECTION 3. Early voting in said elections shall be conducted during the early voting period designated as April 25 through May 3, 2022. The Kendall County Election Administrator is hereby charged with the duty of conducting early voting in said election, as required by law. Applications for ballot by mail shall be mailed to:

Staci L. Decker, REO, Elections Administrator elections@co.kendall.tx.us
 Kendall County Elections Office Number: 830-331-8701
 221 Fawn Valley Dr., STE 100
 Boerne, TX 78006
<https://www.co.kendall.tx.us/page/Elections>

SECTION 4. The main early polling place for the holding of said election shall be at the Kendall County Courthouse Annex, 221 Fawn Valley, Boerne, Texas 78006 on the following dates and times; and the entire City of Fair Oaks Ranch, Texas, for the purpose of holding said election shall be and constitute one Municipal election precinct.

Mon. April 25 – Fri. April 29.....8:00 AM to 6:00 PM
 Sat. April 30 10:00 AM to 6:00 PM
 Sun. May 1 Closed
 Mon. May 2 – Tue. May 37:00 AM to 7:00 PM

SECTION 5. The polling place on Election Day shall be open from 7:00 AM to 7:00 PM.

SECTION 6. Pursuant to Section 61.012, Texas Election Code, as amended, the City shall provide at least one accessible voting system in each polling place used in the election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Touch screen machines may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail. The Elections Administrator shall also utilize a Central Counting Station (the “**Station**”) as provided by Section 127.001, et seq., Texas Election Code, as amended. Kendall County Election Administrator Staci L. Decker, serving as the Elections Official Manager and Presiding Judge of the Stations, will appoint the Election Judges and Station Clerks for each Station location, and will establish a written plan for the orderly operation of the Station locations in accordance with the provisions of the Texas Election Code. The Elections Administrator will appoint the Tabulation Supervisors which will also serve as the Programmers for the Stations. Lastly, the Elections Administrator will publish notice and conduct testing on the automatic tabulation equipment relating to the Stations and conduct instruction for the officials and clerks for the Stations in accordance with the provisions of the Texas Election Code. Voting by Mail ballot and Provisional Voting shall be done on paper ballot.

- SECTION 7.** The City Secretary shall serve as the election officer of the May 7, 2022, General Election of the City of Fair Oaks Ranch as required and authorized by law.
- SECTION 8.** The City Secretary is hereby authorized and directed to post notice of said election, in both English and Spanish, on a bulletin board used for posting notices of the City Council meetings of the City of Fair Oaks Ranch at 7286 Dietz Elkhorn, City of Fair Oaks Ranch, Texas (the polling places for the holding of said election) not later than the twenty-first (21) day before Election Day. Said notice shall remain posted through the end of Election Day.
- SECTION 9.** The City Secretary is further authorized and directed to cause notice of said election to be published in a newspaper of general circulation in the City of Fair Oaks Ranch at least once, not earlier than the thirtieth (30th) day nor later than the tenth (10th) day before Election Day.
- SECTION 10.** The City Secretary shall send a copy of the notice of said election to the County Clerk and Voter Registrar of Bexar, Comal, and Kendall County no later than the 60th day before Election Day.
- SECTION 11.** The Council authorizes the City Manager to negotiate and enter into one or more joint election agreements with other governmental organizations in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee, and the City Attorney.
- SECTION 12.** The Council authorizes the City Manager to negotiate and enter into contracts with the Elections Administrator to conduct the elections in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager and the City Attorney.
- SECTION 13.** 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 this Council declares that this Resolution would have been enacted without such invalid provision.

APPROVED on this the 3rd day of February, 2022.

ATTEST:

Christina Picioccio, City Secretary

Gregory Maxton, Mayor

APPROVED AS TO FORM:

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



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

February 3, 2022

AGENDA TOPIC: Approval of a Resolution authorizing a Joint Election Agreement with Kendall County Elections relating to the May 7, 2022 election and authorizing the City Manager to execute all documents in connection therewith

DATE: February 3, 2022

DEPARTMENT: City Secretary

PRESENTED BY: Consent Agenda - Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

Texas Election Code Section 271.002 authorizes two or more political subdivisions to enter into an agreement to hold elections jointly. As such, the Federal and State Governments encourage entities such as cities, school districts, water districts, etc. to contract with their local County Elections Office to administer respective elections jointly with other entities. The intent of administering joint elections is to provide convenient, simple and cost-effective elections.

By way of background, the cost for Fair Oaks Ranch to hold a stand-alone election is approximately \$30,000. Historically, the City has contracted with Bexar County and has held the election in the City Hall Council Chambers. As of 2021, the city campus has been expected to be under construction for the new Civic Center and City Hall renovations making it tenuous to hold elections on premises. In May and July of 2021, the city contracted with Kendall County to run its city elections as Kendall County was the only county to obtain a polling site within the city limits for all its residents.

The City Secretary presented to council at the January 20, 2022, council meeting various options regarding the May 2022 election. Council directed staff to proceed with ordering the election and to contract with Kendall County to run our city elections.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Contracting with Kendall County Elections to be part of their joint ballot is convenient for our citizens and less expensive than conducting a stand-alone election. Entering into a Joint Election Agreement with Kendall County will provide for multiple early voting poll sites, experienced poll workers and efficient Election night results.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Costs estimates as provided in Exhibit B are \$7, 197.85. Total election budget is \$38, 222.00.

LEGAL ANALYSIS:

Approved as to form

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda - I move to approve a Resolution approving a Joint Election Agreement with Kendall County Elections and authorize the City Manager to sign the Agreement.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS APPROVING A JOINT ELECTION AGREEMENT AMONG THE CITY OF FAIR OAKS RANCH, KENDALL COUNTY ELECTIONS, AND OTHER GOVERNMENTAL ENTITIES RELATING TO CONDUCTING A JOINT ELECTION ON MAY 7, 2022 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH ON BEHALF OF THE CITY OF FAIR OAKS RANCH

WHEREAS, Section 271.002 of the Elections Code provides that if the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same county, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the City of Fair Oaks Ranch along with several other political subdivisions all located within Kendall County desire to enter in a joint election agreement setting forth each entity's individual obligations with respect to conducting their respective elections on May 7, 2022; and

WHEREAS, the City Council finds that entering into a Joint Election Agreement with these political subdivisions will provide a simple, convenient and cost saving election which will benefit the voters within the City of Fair Oaks Ranch and that the terms set forth in the Joint Election Agreement, attached hereto as *Exhibit A*, are in the city's best interest and should be adopted.

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

Section 1. Approval of Joint Election Agreement. The City Council hereby approves the Joint Election Agreement attached as *Exhibit A - C*.

Section 2. Authority to Execute Agreement. The City Manager is hereby authorized to execute the Joint Election Agreement on behalf of the City and any other documents in connection with said Agreement.

Section 3. This Resolution shall be in full force and effect from and after its passage by the City Council.

PASSED, APPROVED, AND ADOPTED on this 3rd day of February, 2022.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

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

EXHIBIT A**JOINT ELECTION AGREEMENT**

between **Kendall County** and the following Local Political Subdivision (LPS):

City of Boerne
City of Fair Oaks Ranch
Boerne Independent School District
Comal Independent School District
Cow Creek Groundwater Conservation District
Kendall County Municipal Utility District No. 1

This Agreement is entered into by and between the Kendall County Elections Administrator “ADMINISTRATOR” and the entities listed above. They may be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a).

It is agreed that the Entities will hold an election on **Saturday, May 7th, 2022** (the “Joint Election”) under the following terms and conditions:

I.

Each Entity shall share the expense of the Main Early Voting and Election Day polling locations consisting of on-site voting equipment, payroll of election workers, and other costs common to each Entities election, as applicable to the specific Entity and agreed upon by the election services contract. Each Entity understands they will appear on a joint ballot and use joint forms and election materials, which will better serve the voters.

II.

The Entities agree that the Kendall County Elections Administrator, Staci L. Decker, will serve as the Early Voting Clerk and the Central Count Station Manager for the **May 7th, 2022** election.

III.

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

IV.

Each Entity is responsible for giving notice of their election pursuant to Section 4.003 of the Texas Election Code.

V.

ADMINISTRATOR will tabulate the ballots and provide each entity a Certification of Election Results along with the returns of the election.

VI.

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

VII.

If an Entity cancels its election pursuant to section 2.053 of the election code, that Entity shall promptly notify ADMINISTRATOR. Cancellation of an Entities election shall not void this agreement for any remaining Entity conducting an election on **Saturday, May 7th, 2022.**

VIII.

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

IX.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. An original signed copy of this agreement shall be provided to each entity who enters into contract with ADMINISTRATOR.

**THIS IS THE SIGNATURE PAGE AFFIXED TO THE MAY 7, 2022 JOINT ELECTION AGREEMENT BETWEEN
KENDALL COUNTY AND LOCAL POLITICAL SUBDIVISIONS**

Administrator:

(SEAL)

BY: _____

STACI L. DECKER, ELECTIONS ADMINISTRATOR

KENDALL COUNTY ELECTIONS OFFICE

Signed and agreed to this ____ day of _____, 2022.

The Local Political Subdivision "LPS":

Approved by the _____ in its meeting held the _____ day of _____, 2022, and executed by its authorized representative.

BY: _____

Printed Name: _____

Official Title: _____

Name of Entity: _____

Signed and agreed to this ____ day of _____, 2022.

Exhibit B *Item #7.*

[illegible]

Exhibit B *Item #7.*

Section D. Miscellaneous Expenses

May 7, 2022 Joint Election
(Estimate of Election Expenses)

Postage	(Mail Media to ES&S)	\$200.00	\$200.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Personal Vehicle Mileage (Setup/Opening/Closing)	**No Charge to LPS**	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	SUBTOTAL	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sections A-D Total		\$57,379.00	\$20,363.50	\$5,568.50	\$6,543.50	\$6,695.50	\$3,915.50	\$6,233.50	\$4,143.50	\$3,915.50
Section E. Administrative Fee										
Elections Services Contract Administrative Fee	(Election Total x 10%)	\$5,737.90		\$556.85	\$654.35	\$669.55	\$391.55	\$623.35	\$414.35	\$391.55
	SUBTOTAL	\$5,737.90		\$556.85	\$654.35	\$669.55	\$391.55	\$623.35	\$414.35	\$391.55
TOTAL ESTIMATED COST OF ELECTION:		\$63,116.90	\$20,363.50	\$6,125.35	\$7,197.85	\$7,365.05	\$4,307.05	\$6,856.85	\$4,557.85	\$4,307.05

MAY, 2022 JOINT ELECTION**KENDALL COUNTY, TEXAS****Division of Expenses**

Item to be Divided	Special Notes
Ballot Printing Costs	To be divided equally among entities conducting an election.
Publication of Notices <ul style="list-style-type: none"> ○ Notice of Public Test of Equipment ○ Early Voting Notices ○ Election Day Notices (to include polling locations) 	To be divided equally among entities conducting an election.
Programming Media: Election Systems and Software	To be divided equally among entities conducting an election.
Supplies: Ballot By Mail, Early Voting, Election Day & Central Count	To be divided equally among entities conducting an election.
Early Voting Clerks (Main location)	To be divided equally among entities conducting an election.
Early Voting Clerks (Branch location)	To be paid for by the requesting entity.
Election Day Judges & Clerks	This will be split according to the precincts your jurisdiction falls within.
Training of Election Workers	This will be paid for by the County. (Only when it's a County ORDERED Election)
Pickup & Delivery of Election Equipment and Supplies	This will be split according to the precincts your jurisdiction falls within.
Early Voting Ballot Board Personnel	To be divided equally among entities conducting an election.
Central Count Station Personnel	To be divided equally among entities conducting an election.
Provisional & Late Ballot Board Personnel	To be divided equally among entities conducting an election.
Election Day Site Support Personnel (Including Vendor Support)	This will be paid for by the County. (Only when it's a County ORDERED Election)
Postage	To be divided equally among entities conducting an election.
Vehicle Mileage (Employees)	To be paid for by the requesting entity.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 3, 2022

AGENDA TOPIC: Approval of a Resolution to approve the 2021 Property Tax Levy
 DATE: February 3, 2022
 DEPARTMENT: Finance
 PRESENTED BY: Scott Huizenga, Assistant City Manager

INTRODUCTION/BACKGROUND:

Pursuant to the Texas Property Tax Code, Chapter 26.09(e), after City Council sets the 2021 property tax rate, the levy roll is determined, by the property tax collector, based on said approved property tax rate, and presented to Council for approval: *The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and **submit it to the governing body of the unit for approval**. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.*

City Council, on September 27, 2021, set the 2021 property tax rate at \$.3518 on each \$100 taxable valuation of property. See attached 2021 Levy Total report for calculation of Total Levy.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Compliance with state law.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

M&O Levy @ \$.3223 tax rate:	\$5,993,284.64*	M&O Tax Revenue Budgeted:	\$5,714,476**
I&S Levy @ \$.0295 tax rate:	<u>548,563.13*</u>	I&S Tax Revenue Budgeted:	<u>547,171</u>
Total Levy:	\$6,541,847.77	Property Tax Revenue Budgeted:	\$6,261,647

* Levy is calculated at 100% of Total Taxable value without consideration for properties still in dispute with the appraisal review board.

** Amounts are per the adopted FY 21-22 Budget, and are based on historical collection rates, the City budgeted at 99.1% collection, and based on a taxable value that accounts for properties still in dispute with the appraisal review board.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

As approval of the levy roll is required by statute, "I move to approve a resolution approving the City of Fair Oaks Ranch 2021 property tax levy roll of \$6,541,847.77."

A RESOLUTION**APPROVAL OF THE 2021 PROPERTY TAX LEVY ROLL FOR THE CITY OF FAIR OAKS RANCH, TEXAS**

WHEREAS, pursuant to Texas Property Tax Code, Vernon's Texas Codes Annotated, Section 26.09(e) the City Council of the City of Fair Oaks Ranch, Texas, must officially approve the tax levy roll of the City of Fair Oaks Ranch, Texas for the year 2021.

NOW, THEREFORE, be it resolved that:

1. The City Council of the City of Fair Oaks Ranch hereby officially approves the 2021 property tax levy roll as required by the Property Tax Code, Vernon's Texas Codes Annotated, Section 26.09(e) in the amount of \$6,541,847.77 based on a tax rate of \$0.3518 per \$100 valuation of a total taxable value of \$1,859,424,810.
2. A signed copy of this Resolution shall be submitted, by the City Secretary, to the city's property tax collector, Bexar County Tax Assessor Collector.
3. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED, APPROVED, AND ADOPTED on this 3rd day of February 2022.

Greg Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

February 3, 2022

AGENDA TOPIC: Consideration and possible action on filling the Planning & Zoning Commission's Place 5 unexpired term

START DATE: February 3, 2022

DEPARTMENT: City Secretary

PRESENTED BY: Mayor Gregory Maxton
P&Z Chairperson Bobbe Barnes

INTRODUCTION/BACKGROUND:

Section 3.04 (d) of the City Charter provides the Mayor shall appoint, upon nomination by majority vote of the City Council, the members of citizen advisory boards and commissions.

- On March 19, 2018, under Resolution 2018-06, the City Council appointed Douglas Leonard to serve on the P&Z Commission as Commissioner, Place 5.
- On September 17, 2020, under Resolution 2020-19, Commissioner Leonard was re-appointed to serve October 1, 2020 through September 30, 2023.
- On December 29, 2021, the City received notification of Commissioner Leonard's resignation from the Commission.

Section 2.1 of the Commission's Rules of Procedure states, "*The Planning and Zoning Commission was established, under Ordinance 2018-03, and members serve at the will of the City Council. Appointments/reappointments to the Planning and Zoning Commission shall be made annually based on the term expiration and expressed interest of members to continue to serve, or at such other times as may be authorized by State Law. Terms shall coincide with the city's fiscal year (October 1 through September 30). Appointments to fill unexpired terms will be made on an as need basis.*"

Tonight's agenda item is to receive guidance from the City Council on how staff is to proceed with the unexpired term:

- Appoint to fill the unexpired term
 - City Council to appoint directly; or
 - City Council to perform the standardized appointment process (interviews)
- Leave the unexpired term unfilled until October 2022.

Note: There are no open applications on file in the City Secretary's office and all candidates interviewed in September 2021 were placed on a city committee, board, or commission.

This agenda item was originally brought for council consideration at the January 20, 2022, council meeting. Council deferred the item at that time, desiring feedback from the P&Z Chairperson. Mayor Maxton reached out to Chairperson Barnes, who expressed interest in filling the position as soon as possible.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Complies with Section 2.1 of the Planning and Zoning Commission's Rules of Procedure relative to a filling a Commissioner's unexpired term.
2. Provides the City Council with two options on addressing the unexpired term.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

None.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Two potential motions:

- A. I move to fill Place 5 P&Z Commissioner's unexpired term *by direct appointment or by utilizing the city's standardized appointment process.*
- B. I move to leave Place 5 P&Z Commissioner's unexpired term unfilled until October 1, 2022.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 3, 2022

AGENDA TOPIC: Consideration and possible action on filling the open Zoning Board of Adjustment Place 1 and Alternate Places 6 and 7.

DATE: February 3, 2022

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

The City's Zoning Ordinance, Section 14.01.004 (a) entitled, "Zoning Board of Adjustment" provides for the structure and procedure of the Zoning Board of Adjustment ("the Board"):

(1) Creations, Appointment and Removal

- a. The Zoning Board of Adjustment is established in accordance with Chapter 211 of the Texas Local Government Code (LGC). The Board Members are appointed by the City Council.
- b. The Board shall consist of five (5) members who shall be appointed by majority vote of the city Council.
- c. A member may only be removed for cause.
- d. A vacancy on the Board shall be filled for the unexpired term.
- e. City Council, by majority vote, shall appoint two individuals as alternate board members to serve in the absence of one or more regular members when requested to do so by the Mayor or City Manager. An alternate member serves for the same period as a regular member and is subject to removal in the same manner as a regular member⁴. A vacancy among the alternate embers is filled in the same manner as a vacancy among the regular members.

During the last appointment process at the end of Fiscal Year 2020-2021, due to limited applications received, the city was unable to fill Place 1 and Alternate Places 6 & 7.

In addition, Section 14.01.004 (b) of the City's Zoning Ordinance entitled, "Meetings and Vote" states:

- (1) Each case that goes before the ZBOA must be heard by at least four (4) of the five (5) members.
- (2) The concurring vote of four (4) of the five (5) members of the ZBOA is necessary to:
 - a. Reverse an order, requirement, decision, or determination of an administrative official, or
 - b. Authorize a variation from the terms of a zoning regulation.

To properly perform their role and allow for potential absenteeism, it will require its' five (5) regular members and at least one (1) alternate.

Tonight's agenda item is to receive guidance from the City Council on how staff is to proceed with the filling these open seats as the City anticipates receiving an application to go before the ZBOA very soon.

- a. City Council can appoint directly; or
- b. City Council can perform the standardized appointment process (interviews)

Note: There are no open applications on file in the City Secretary's office and all candidates interviewed in September 2021 were placed on a city committee, board, or commission.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- 1. Complies with Section 14.01.004 (a) of the Zoning Ordinance.
- 2. Provides the City Council with two options on addressing filling the open seats.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Two potential motions:

- A.** I move to fill Place 1 and Alternate Places 6 & 7 of the Zoning Board of Adjustment *by direct appointment.*
- B.** I move to fill Place 1 and Alternate Places 6 & 7 of the Zoning Board of Adjustment *by utilizing the City's standardized appointment process.*



CITY COUNCIL STAFF REPORT

CITY OF FAIR OAKS RANCH, TEXAS

February 3, 2022

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign Professional Service Agreements for On-Call Engineering Services in support of Roadway CIP, Drainage CIP, Water, Wastewater and Reuse CIP, and general civil engineering projects

DATE: February 3, 2022

DEPARTMENT: Public Works Department

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

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch is seeking consulting firms to provide on-call engineering services to support various utility and infrastructure projects for the next several years. These projects include those identified in approved Capital Improvement Plans (CIP) and other engineering assignments. To support this, the City issued a Request for Qualifications for On-Call Engineering Services in November 2021. Consultants had the option to be considered for any or all of the following categories: Roadway CIP, Drainage CIP, Water and Wastewater CIP, and General Civil Engineering. The City received the following number of submittals for each category:

Roadway CIP:	Drainage CIP:	Water, Wastewater and Reuse CIP:	General Civil Engineering:
14	16	13	17

In each category, consultants were scored, ranked and selected based on the following criteria published in the RFQ:

- Team Qualifications and Experience (25 points)
- Project Manager Experience (25 points)
- Project Approach and Work Plan (30 points)
- Quality Control/Quality Assurance (10 points)
- Overall Proposal Quality (10 points)

After evaluation, the City selected a number of top-ranked consultants in each category based on the expected engineering workload associated with that category. The largest number of consultants (5 total) were selected for the Water, Wastewater and Reuse CIP category since that category potentially represents 24 projects valued at \$46.2M. A lesser number of consultants were selected for the Roadway CIP (represents 8 projects valued at \$17.4M) and Drainage CIP (represents 22 projects valued at \$6.2M) categories. The General Civil Engineering category will

cover additional projects that may come up over the course of the contract term. By executing agreements with these firms, the City establishes a preauthorized list of firms for each category which will allow the City to execute more efficiently. The following firms were selected in each category:

Roadway CIP	Drainage CIP	Water,Wastewater and Reuse CIP	General Civil Engineering
<ul style="list-style-type: none"> • Ardurra • CDS Muery • CP&Y • Pape Dawson 	<ul style="list-style-type: none"> • Halff Associates • CP&Y • Ardurra • Pape Dawson 	<ul style="list-style-type: none"> • Pape Dawson • Weston Solutions • Kimley-Horn • Ardurra • Freese and Nichols 	<ul style="list-style-type: none"> • Pape Dawson • RPS • Halff Associates

A contract mirroring the standardized Professional Services Agreement following this consideration page will be executed for each consultant. Hourly rates for each consultant have been determined to be fair and reasonable and will be included in each individual PSA upon award.

Executing these on-call agreements does not guarantee any compensation to the consultants. Compensation will be defined in specific future work authorizations executed throughout the duration of the agreements. These projects would be approved by City Council in the fiscal year budget and executing work authorizations would not require additional City Council approval. City Council approval would be required for projects that were not included in the fiscal year budget before a work authorization is issued.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Strategic Action Plan items for Responsible Growth Management and Reliable and Sustainable Infrastructure.
- Having multiple qualified firms under contract will allow the City to quickly negotiate and execute proposals for future design work for the next 4 years.
- Complies with Texas Professional Services Procurement Act guidelines.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Executing these on-call agreements does not guarantee any compensation to the selected consultants, nor do they obligate the city in any way. These agreements serve as a vehicle for executing projects approved as part of the normal budget process.

LEGAL ANALYSIS:

Consultant will be required to sign and adhere to the City's Standard Professional Service Agreement prior to the commencement of work.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign Professional Services Agreements with the selected consultants and for future work authorizations to be issued utilizing these agreements provided work authorizations are for approved projects included in our annual budgets.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
 KENDALL COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and _____ ("Professional").

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

(B) *Billing Period:* The Professional may submit 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 Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

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

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

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

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

Section 5. Time of Completion.

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

Section 6. Insurance.

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

In addition to the insurance provided for in Exhibit C, Professional shall maintain the following limits and types of insurance:

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

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

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

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

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

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently

rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

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

Section 7. Miscellaneous Provisions.

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

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

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

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

wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

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

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

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

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

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them,

from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

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

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

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

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or

violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

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

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

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

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

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

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

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

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

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

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

Section 25. 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.

Section 26. Energy Company Boycotts. Professional 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, Professional shall promptly notify City.

Section 27. Firearm Entities and Trade Association Discrimination. Professional 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, Professional shall promptly notify City.

Section 28. Multiyear contract. “The Parties acknowledge and agree that Article 11, Sections 5 and 7 of the Texas Constitution prohibits municipalities from incurring debt beyond its current budget year without first providing for a 2% percent sinking fund. As this Agreement provides for payment not to exceed the City’s fiscal year budget, the Parties hereby agree that: **notwithstanding any provision of this Agreement to the contrary the City’s obligation to make payment on this Agreement shall terminate according to Section 8 of this agreement. Should City Council fail to provide such funding, the City shall have no further financial obligation under this agreement after September 30th of the required year, and the Professional shall have no further obligation under this Agreement save and except its obligation to complete all work for which payment was made by City.** It is City Council’s intent to use its best efforts to obtain and appropriate funds for payment.

EXECUTED, by the City on _____.

CITY:

PROFESSIONAL:

By: _____

By: _____

Name: Tobin Maples, AICP

Name:

Title: City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

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

EXHIBIT A SCOPE OF SERVICES

This agreement is for on-call engineering services. A specific scope of work for each project will be included in each work authorization. This agreement shall remain valid for a period of four (4) years from contract execution and may be extended upon agreement by both parties. This agreement does not guarantee any compensation to consultant. Compensation will be defined in specific work authorizations executed throughout the duration of this contract.

EXHIBIT B COMPENSATION

Hourly rates for each consultant have been determined to be fair and reasonable and will be included in each individual PSA upon award.

EXHIBIT “C”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each, and every condition contained herein. The Professional 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 Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional 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, Professional 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. Professional 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 Professionals 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, Professional 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 Professional'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
emailed to: choelscher@fairoaksranchtx.org
Attn: Clayton Hoelscher, Procurement Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

EXHIBIT “D”

EVIDENCE OF INSURANCE



CITY COUNCIL REPORT

CITY OF FAIR OAKS RANCH, TEXAS

February 3, 2022

AGENDA TOPIC: Presentation of Financial Update and Quarterly Investment Report for Q1 of Fiscal Year 2022

DATE: February 3, 2022

DEPARTMENT: Finance

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

INTRODUCTION/BACKGROUND:

Pursuant to Texas Government Code Section 2256.023 and the City's Investment Policy Section 12, City staff is required, on a quarterly basis, to prepare and submit to City Council a written report of investment transactions that have occurred since the previous report, and the market value of the current investments.

The attached presentation is being made to comply with PFIA reporting requirements and provide a financial update for Q1 of FY22.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Frequent review and reporting of the City's assets and investment vehicles is both prudent and necessary to verify that the City's investment portfolio is being managed according to the investment policy.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The investment portfolio shall be managed in accordance with the objectives specified in the investment policy (safety, liquidity, diversification, and yield). The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.

LEGAL ANALYSIS:

Not applicable at this time.

RECOMMENDATION/PROPOSED MOTION:

This presentation is for informational purposes only and to comply with requirements under Texas Government Code Section 2256.023 and the City's Investment Policy.



FINANCIAL UPDATE AND QUARTERLY INVESTMENT REPORT

Presented by Scott Huizenga, Assistant City
Manager

February 3, 2022



General Fund



General Fund Revenues

Type	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	Q1 Actual	% of Budget
Property Tax	\$5,881,175	\$5,769,576	\$5,769,476	\$2,330,827	40.4%
Sales Tax	1,435,762	1,570,018	1,570,108	126,633	8.1%
Franchise Fees	651,534	618,200	618,200	27,589	4.5%
Permits	499,777	400,000	400,000	84,941	21.2%
Fines & Forfeitures	139,753	129,923	129,923	42,538	32.7%
All Other	829,727	575,901	583,851	103,181	17.9%
Totals	\$9,437,728	\$9,063,518	\$9,071,468	\$2,715,708	30.0%

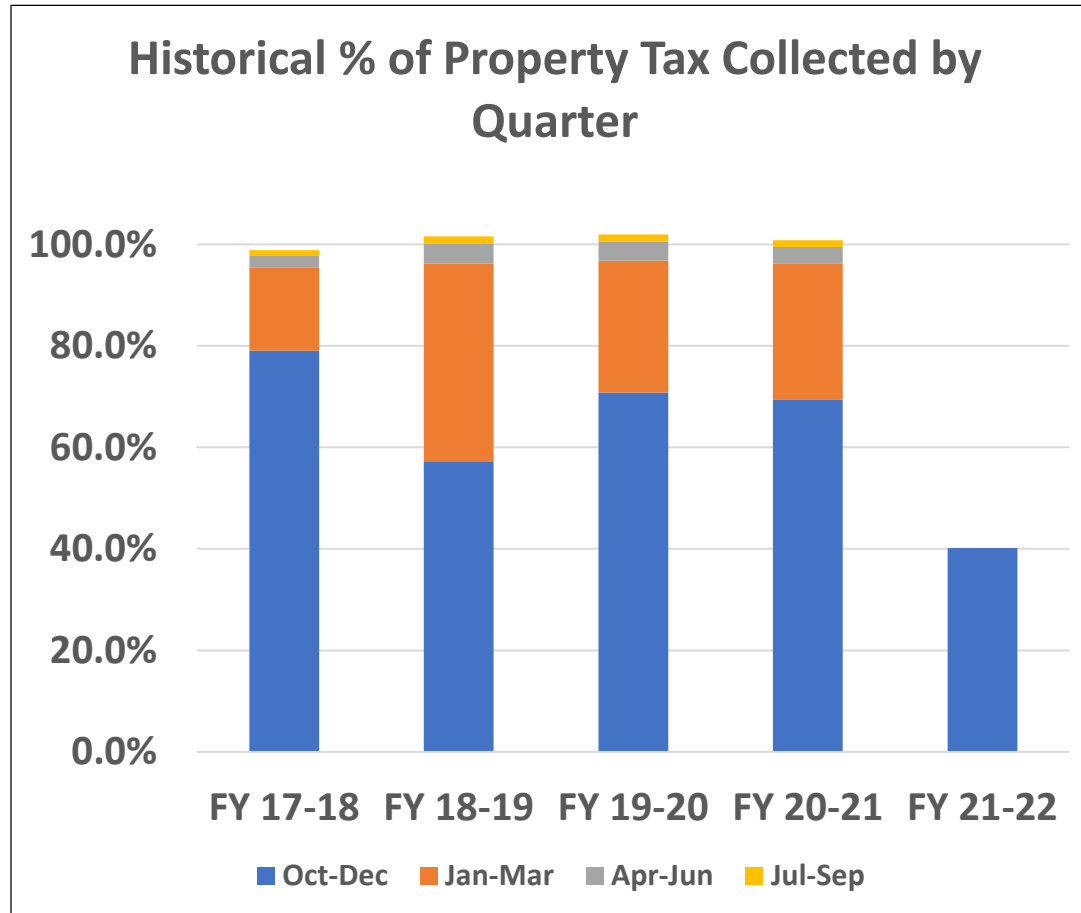


General Fund Expenses

Type	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	Q1 Actual	% of Budget
Personnel	\$4,305,366	\$5,205,922	\$5,211,275	\$1,024,797	19.7%
Supplies, Maint, Ops	721,305	1,325,097	1,325,197	60,137	4.5%
Prof. Services	1,149,943	1,427,218	1,427,218	205,497	14.4%
Shared Services	353,885	513,773	513,729	202,158	39.3%
Capital Outlay	316,341	389,500	418,558	29,058	7.5%
Transfers	472,493	1,140,185	1,140,185	1,140,185	100.0%
Totals	\$7,319,333	\$10,001,695	\$10,036,162	\$2,661,833	26.6%



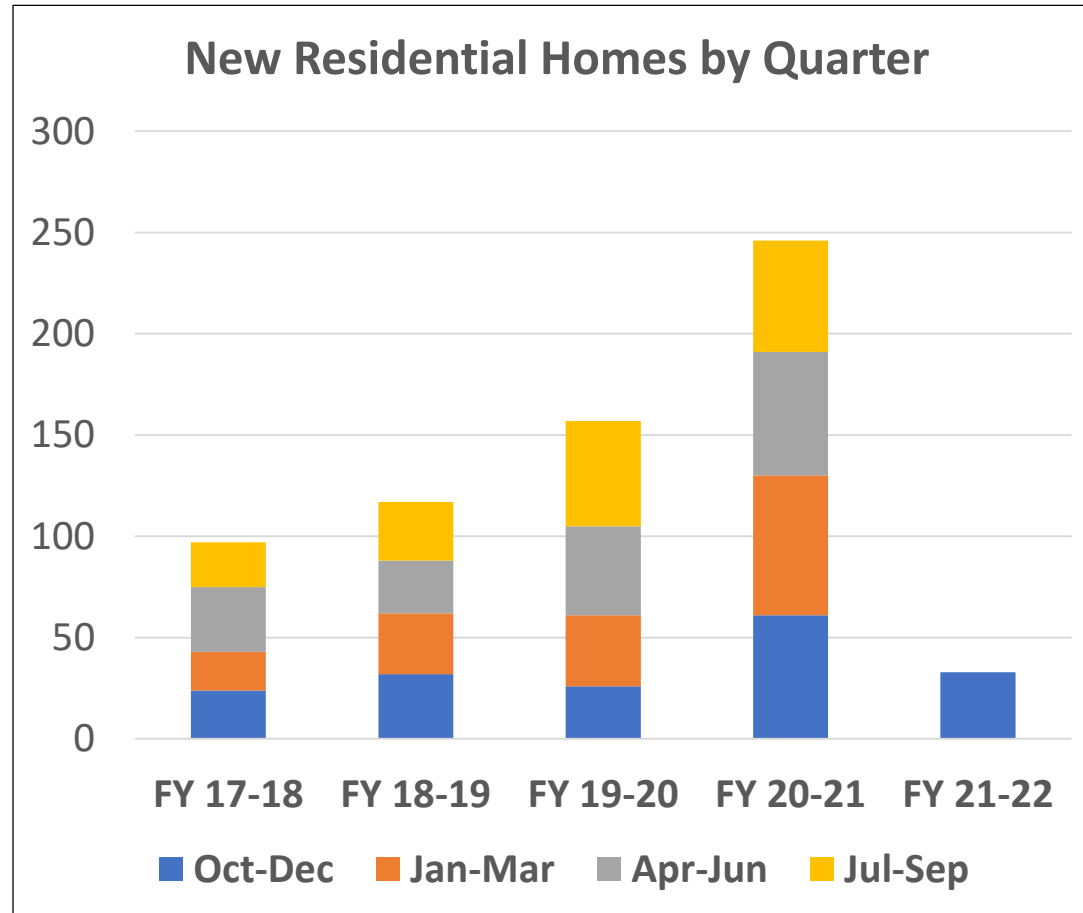
Property Taxes



40.7% of Budgeted Ad Valorem Tax levy collected as compared to 69.3% at the same time last year. Likely due to the tax due date of January 31 and more citizens using available payment plans.



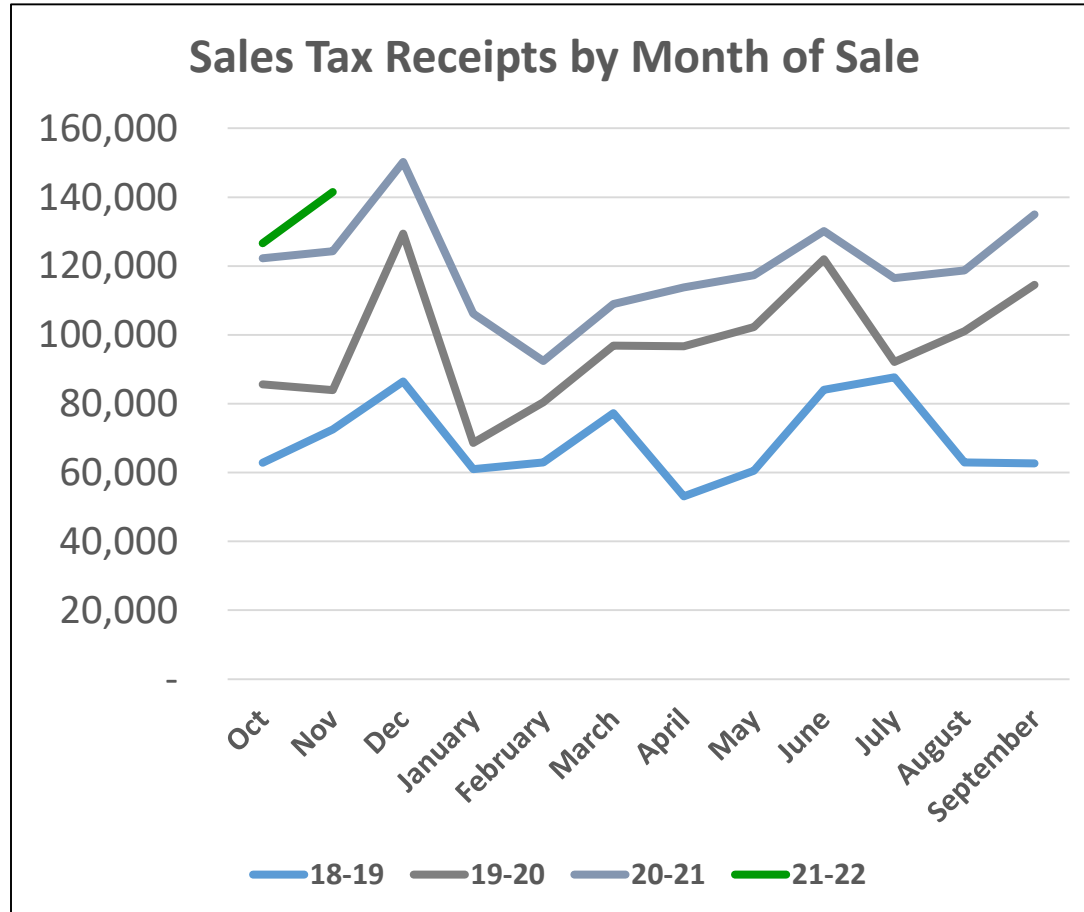
Residential Permits



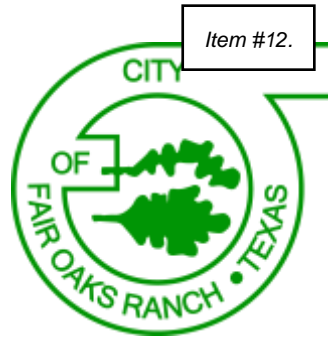
33 New Residential Home permits issued this quarter as compared to 61 the same time last year.



Sales Tax



- Sales tax collections through October are \$14k higher than last October.
- Sales taxes are collected 2 months in arrears.

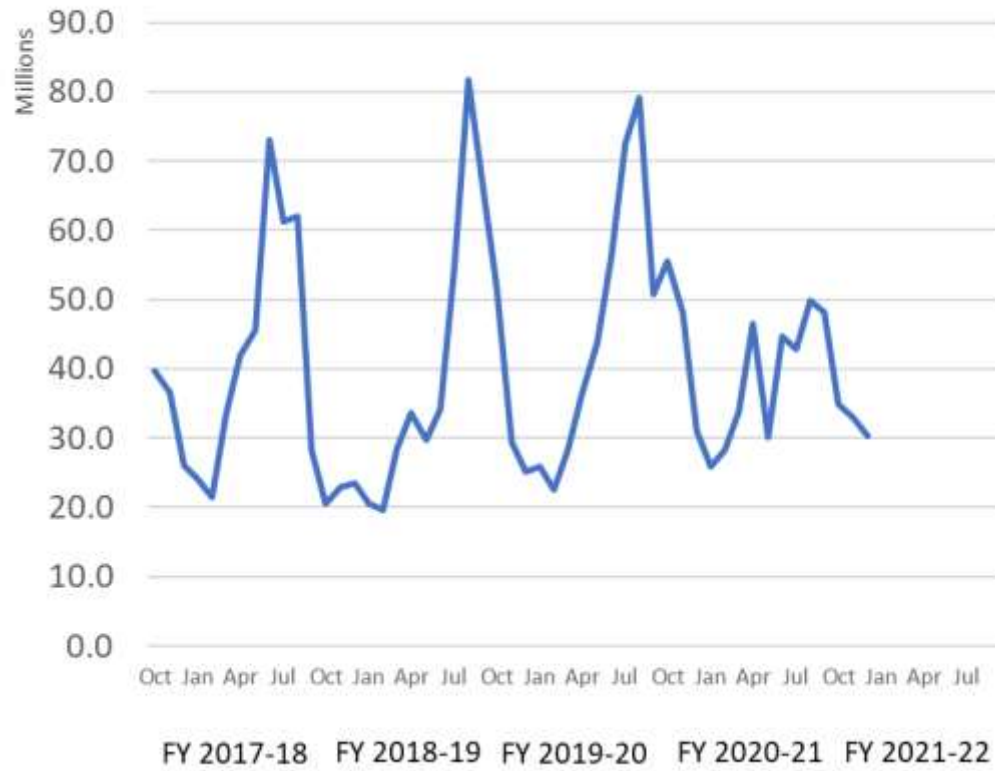


Enterprise Fund

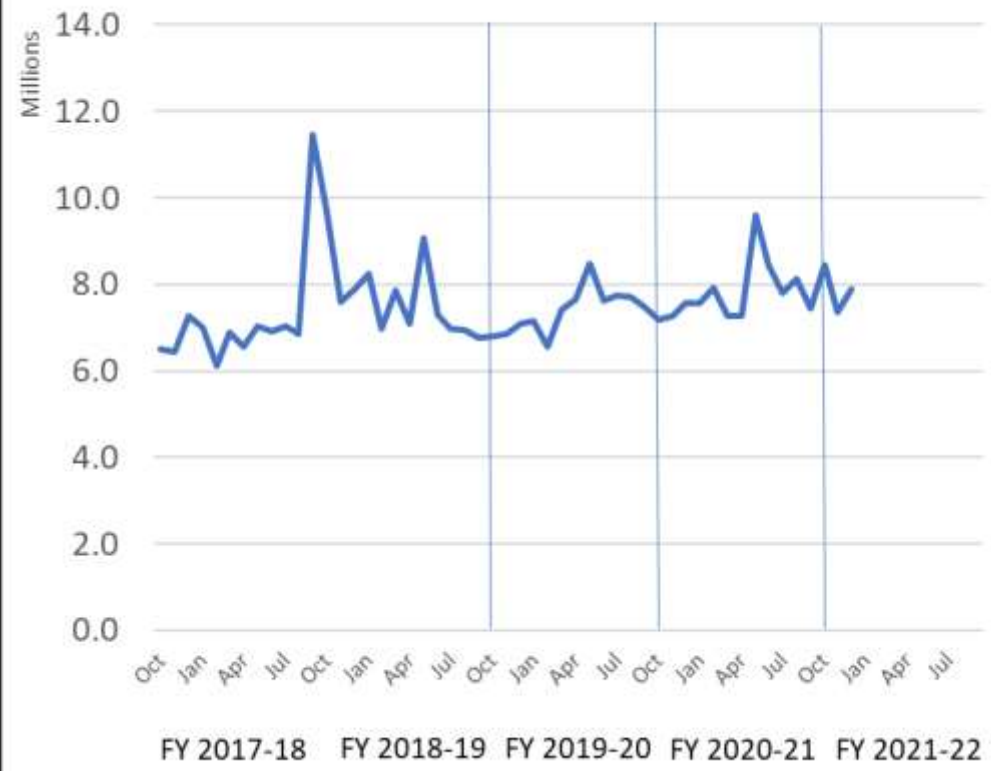


Enterprise Fund Highlights

Water Billed Consumption (gallons)



Wastewater Treated (gallons)





Utility Revenues

Type	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	Q1 Actual	% of Budget
Water Revenues	\$4,268,594	\$4,325,991	\$4,326,491	\$915,579	21.2%
Wastewater Revenues	1,415,841	2,290,608	2,290,608	331,256	14.5%
Totals	\$5,684,435	\$6,616,599	\$6,617,099	\$1,246,835	18.8%



Utility Expenses and Non-Cash Adjustments

Type	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	Q1 Actual	% of Budget
Personnel	\$1,389,854	\$1,792,534	\$1,792,096	\$387,967	21.6%
Supplies, Maint, Ops	2,179,467	2,531,775	2,533,201	635,482	25.1%
Services	377,461	289,991	289,991	73,800	25.4%
Total Expenses	\$3,946,782	\$4,614,300	\$4,615,289	\$1,097,429	23.8%
Total Capital and Non-Cash Adjust	\$926,704	\$1,225,621	\$1,225,621	\$194,540	15.9%

Quarterly Investment Report



Investment Report

Investment Inventory 10/1/2021 - 12/31/2021

Security	Yield	Beg Bal	Transfers In/(Out) *	Interest Earnings	Ending Bal	Ending Market	Weighted Avg Maturity **
Pool (Texpool 004) General	0.04%	15,415,251	1,963,828	1,500	17,380,579	17,380,579	41 days
Pool (Texpool 006) Debt Service	0.04%	35,522	-	3	35,525	35,525	41 days
Pool (Texpool 001) Utility	0.04%	1,135,684	-	106	1,135,790	1,135,790	41 days
Pool (Texpool 002) Water Cap	0.04%	179,433	-	17	179,449	179,449	41 days
Pool (Texpool 003) Sewer Cap	0.04%	84,328	-	8	84,336	84,336	41 days
Pool (Texpool 005) 1997 CO	0.04%	-	-	-	-	-	41 days
TOTAL		16,850,217	1,963,828	1,634	18,815,679	18,815,679	-

* Transfers In/Out

Transfers out of TexPool accounts represent vendor payments made, or funding of city operations by transferring funds to the City's operating cash account. Transfers into TexPool accounts represent deposits of property tax revenue.

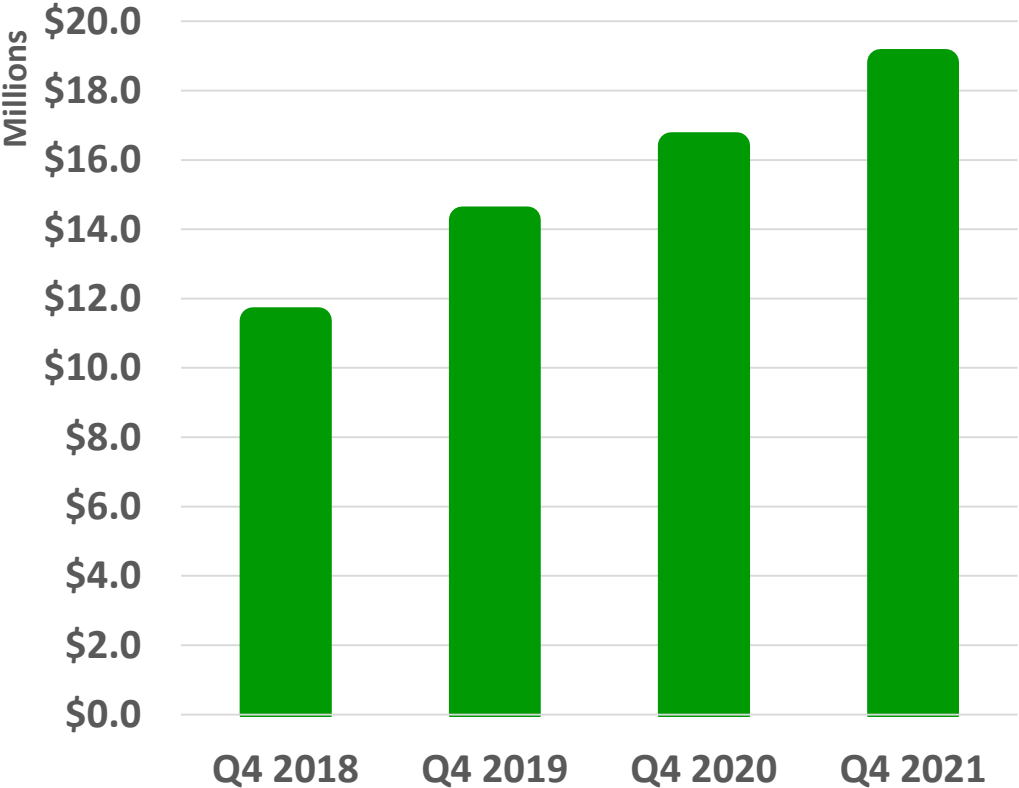
** Weighted Average Maturity

Per the City's investment policy, the City will not directly invest in securities maturing more than 13 months from the date of purchase. Reserve funds may be invested in securities up to 2 years.

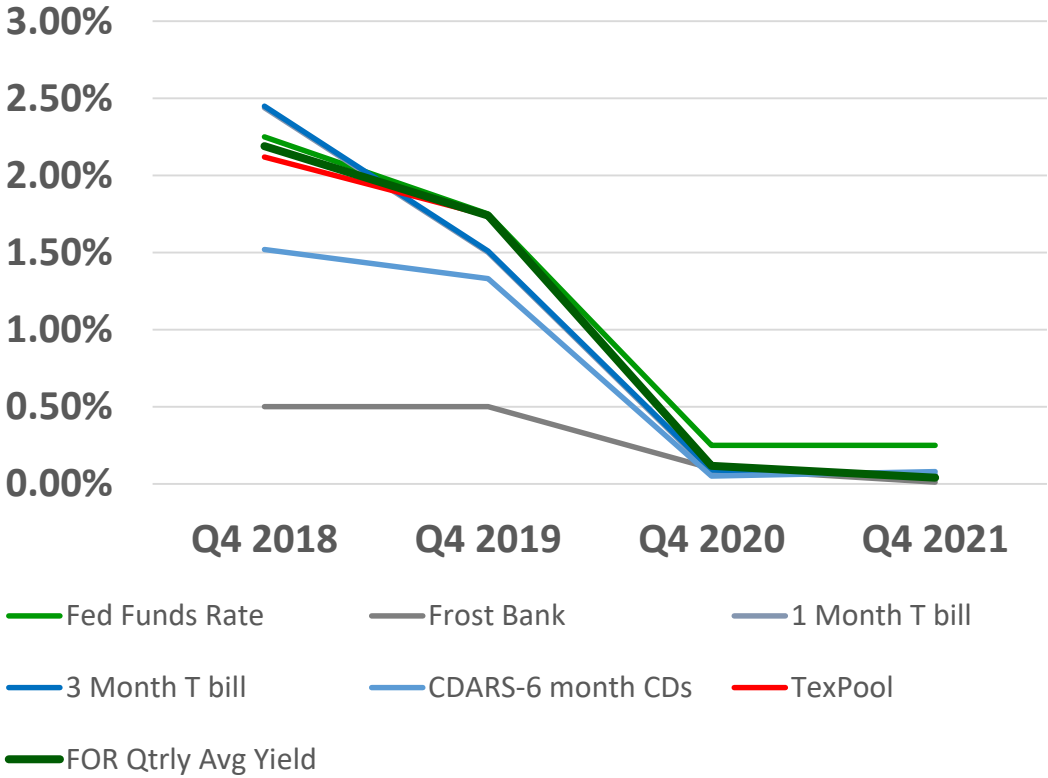


Investment Report

Investment Balance



Comparative Yields



FINANCIAL UPDATE AND QUARTERLY INVESTMENT REPORT

Presented by Scott Huizenga, Assistant City
Manager

February 3, 2022