

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

Thursday, January 16, 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>

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**AGENDA**

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**OPEN MEETING**

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

**CITIZENS and GUEST FORUM**

*To address the Council, please sign the Attendance Roster located on the table at the entrance in the foyer of the Public Safety Training Room. In accordance with the Open Meetings Act, Council may not discuss or take action on any item which has not been posted on the agenda. Speakers shall limit their comments to five (5) minutes each.*

3. Citizens to be heard

**PRESENTATIONS**

4. Presentation of a 5-Year Service Award to: Amanda Valdez, Deputy City Secretary  
Joanna Merrill, PSHRA-SCP, Director of HR and Communications
5. Presentation of the Alamo Chapter Clerk of the Year Award by the Alamo Chapter of TMCA, Inc. to City Secretary, Christina Picioccio  
Amanda Valdez, TRMC, Alamo Chapter President

**CONSENT AGENDA**

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

6. Approval of the December 19, 2024 Regular City Council meeting minutes  
Christina Picioccio, TRMC, City Secretary
7. Approval of the second 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
8. Approval of 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 Limits reducing the maximum speed limit of 20 mph on Noble Lark Drive and Kalkallo Drive  
Carole Vanzant, CPM, Assistant City Manager

- [9.](#) Approval of a resolution authorizing the execution of an agreement with Averro LLC for an IT Master Plan

Clayton Hoelscher, Procurement Manager

- [10.](#) Approval of Council Member Stroup's absence from the December 19, 2024 Regular City Council meeting

Emily Stroup, Council Member Place 1

### CONSIDERATION/DISCUSSION ITEMS

- [11.](#) Presentation of the Certificate of Unopposed Candidates and consideration and possible action approving a resolution declaring the unopposed candidate in the February 25, 2025 Special Election elected to office and to cancel said Special Election

Christina Picioccio, TRMC, City Secretary

- [12.](#) Consideration and possible action approving the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 13 Utilities, Article 13.03 Water and Sewer System, Division 3, Part II Drought Contingency Plan and amending Appendix A Fee Schedule, Article A9 (v) and (w) Drought Surcharge Rates to include a fourth stage

Kelsey Delgado, Project Manager

### WORKSHOP

- [13.](#) Community Center Update

Kelsey Delgado, Project Manager

Robert "Rocky" Lopez, AIA, Lopez Salas Architects, Inc.

### REPORTS FROM STAFF AND COMMITTEES

- [14.](#) May 3, 2025 General Election

Christina Picioccio, TRMC, City Secretary

### REQUESTS AND ANNOUNCEMENTS

15. Announcements and reports by Mayor and Council Members
16. Announcements by the City Manager
17. 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

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under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:

18. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas
19. 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

**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**

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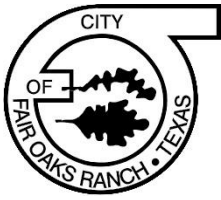
**Signature of Agenda Approval:** s/Gregory C. Maxton

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](http://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 13, 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, December 19, 2024 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: Rhoden, Olvera, Koerner, and Parker

Council Absent: Council Member Stroup

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

Aaron Matlock, resident, addressed concerns about pedestrian safety at the crosswalk connecting Elkhorn Ridge, Front Gate, and Van Raub Elementary, located at the 4-way stop at Dietz Elkhorn and Elkhorn Ridge. He shared that his family was nearly struck by a motorist who failed to see them. He noted that the reflective paint on the crosswalk is barely visible, there is no signage indicating a pedestrian crossing, nor is a crossing guard assigned to the intersection. Mr. Matlock noted the disparity between resources provided to Fair Oaks Ranch Elementary and Van Raub Elementary, and asked Council to enhance crosswalk visibility with reflective paint, lighting, and signage, extend the school zone west on Dietz Elkhorn to include the intersection, and assign a crossing guard to the intersection. He emphasized that these measures would improve driver awareness and ensure equitable resources for both elementaries.

Mayor Maxton read a letter from Marc and Brandi Friberg, residents, supporting the full closure of Noble Lark or implementing a right-turn-only restriction. The Fribergs have been collecting traffic data using a personal electronic counter since the street's reopening and provided access to their data on the Telraam.net webpage.

### PRESENTATIONS

#### 4. Presentation of the Alamo Chapter Clerk of the Year Award by the Alamo Chapter of TMCA, Inc. to City Secretary, Christina Picioccio

Mayor Maxton announced that this item has been postponed to the next meeting due to the presenter's inability to attend this meeting.

### CONSENT AGENDA

5. Approval of the November 21, 2024 Regular City Council meeting minutes
6. Approval of the December 5, 2024 Regular City Council meeting minutes

7. **Approval of a resolution authorizing the execution of a Purchase Order with Apollo Information Systems, Corp. for an IT assessment**
8. **Approval of a resolution to appoint Mr. Ed Barron to the Kendall Appraisal District Board of Directors for a two-year term, commencing January 1, 2025, and concluding December 31, 2026**

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

VOTE: 5 - 0; Motion Passed.

#### **CONSIDERATION/DISCUSSION ITEMS**

9. **Consideration and possible action accepting a private donation to the City of Fair Oaks Ranch Police Department**

MOTION: Made by Council Member Rhoden, seconded by Council Member Parker, to approve the City's acceptance of a private monetary donation to purchase equipment for the Police Department in the amount of \$2,000.

VOTE: 5 - 0; Motion Passed.

10. **Consideration and possible action approving a resolution authorizing the execution of a Purchase Order with Innovation Network Technologies for a partial network refresh**

MOTION: Made by Council Member Koerner, seconded by Council Member Olvera, to approve a resolution authorizing the execution of a Purchase Order with Innovation Network Technologies for a partial network refresh.

VOTE: 5 - 0; Motion Passed.

11. **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**

MOTION: Made by Council Member Parker, seconded by Council Member Rhoden, to approve the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

VOTE: 5 - 0; Motion Passed.

12. **Consideration and possible action approving a resolution establishing an interlocal agreement with Kendall County for Detention Services and authorizing the execution of all applicable documents by the City Manager**

MOTION: Made by Council Member Koerner, seconded by Council Member Olvera, to approve a resolution establishing an interlocal agreement with Kendall County for Detention Services and authorizing the execution of all applicable documents by the City Manager.

VOTE: 5 - 0; Motion Passed.

**13. Consideration and possible action approving a resolution adopting a City of Fair Oaks Ranch Public Improvement District policy**

MOTION: Made by Council Member Parker, seconded by Council Member Olvera, to approve a resolution adopting a Public Improvement District policy.

VOTE: 5 - 0; Motion Passed.

**WORKSHOP**

**14. Noble Lark Speed Limit**

Carole Vanzant, CPM, Assistant City Manager, facilitated a workshop with City Council on the speed limits for Noble Lark and Kalkallo. She presented a brief history of the area and summarized data collected during the period when emergency ordinances temporarily reduced the speed limit from 30 mph to 20 mph. Following the discussion, Council directed staff to draft an ordinance to permanently set the speed limit at 20 mph. The first reading of the ordinance will be presented at the January 16, 2025, City Council meeting.

**REQUESTS AND ANNOUNCEMENTS**

**15. Announcements and reports by Mayor and Council Members**

Council Member Koerner acknowledged the Navy’s victory in the Army vs. Navy game the previous weekend.

Mayor Maxton announced that the State of the City presentation is scheduled for 7:00 PM on January 30, 2025, at the Spring Creek United Methodist Church. He invited all residents to attend the event at no cost. Mayor Maxton reminded everyone that city offices would be closed on December 24-25, 2024, in observance of the Christmas holiday, as well as on January 1, 2025, in observance of New Years Day. The Mayor thanked all persons who contributed to the Blue Santa toy drive and announced that they filled the donation room and needed large vans and 4 patrol vehicles to transport the generous donations. Mayor Maxton also expressed gratitude to a small group of citizens for their work over three days to decorate City Hall for the holidays. The group consisted of Susie Richardson, Sharon Morrow, and Dede Manitzas. Mayor Maxton reminded everyone that the January 2, 2025, Council meeting has been canceled and the first meeting of 2025 is scheduled for January 16, 2025. Lastly, the Mayor wished everyone a happy holiday season on behalf of Council and staff.

**16. Announcements by the City Manager**

N/A

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

Council Member Koerner asked that the Transportation Safety Advisory Committee address the concerns that Mr. Matlock brought to Council during Citizens to be Heard.

Mayor Maxton introduced a video from the Police Department, where residents recorded officers engaging with the children of our community and helping parents with their Elf on a Shelf project. The Mayor applauded the officer’s holiday spirit.

**CONVENE INTO EXECUTIVE SESSION**

City Council convened into closed session at 7:27 PM 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:

- 19. 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

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:

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

**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**

City Council reconvened into open session at 8:19 PM. No action was taken.

**ADJOURNMENT**

Mayor Maxton adjourned the meeting at 8:19 PM

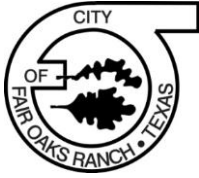
ATTEST:

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Gregory C. Maxton, Mayor

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Christina Picioccio, TRMC, City Secretary




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## CITY COUNCIL CONSENT ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

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AGENDA TOPIC: Approval of the second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025

DATE: January 16, 2025

DEPARTMENT: Finance

PRESENTED BY: Consent Item: Summer Fleming, CGFO, Director of Finance

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#### **INTRODUCTION/BACKGROUND:**

Encumbrances are obligations incurred by issuance of purchase orders for which payments have not yet been made. The City routinely has encumbrances at the end of the fiscal year for which materials or services have not yet been delivered. In accordance with generally accepted accounting principles, encumbrances remaining as of September 30, 2024, are not included in expenditure totals for FY 2023-24. Funds should now be reappropriated to the FY 2024-25 budget for these encumbrances that will be paid during the current fiscal year.

Funds for these expenditures have been allocated in the respective funds unassigned fund balance. While these expenditures will increase total expenditures in each fund for FY 2024-25, they do not change the amount of fund balances available or unappropriated on September 30, 2024.

The attached amendment would also reappropriate a net total of \$3,975,412 appropriated last year for various projects in the Capital Improvement Funds that were not completed in FY 2023-24.

Staff is also recommending the amendment include a total of \$238,050 for additional expenditures not anticipated in the FY 2024-25 adopted budget. These additional expenditures include the following:

- Partial IT Network Refresh – Replacement of firewalls, wireless access points, and network switches that have reached end of life, and a new fiber switch aggregator to increase capacity for a total combined cost of \$88,050.
- Water well pumps – While it is not known when a pump may need to be replaced, Staff recommends budgeting for the replacement of at least three pumps annually at a cost of \$50,000 each to ensure funds are available if necessary.

City Council approved the first reading of this ordinance at the December 19, 2024, Council meeting.

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

Compliance with Governmental Accounting Standards, citizen transparency and best practices in financial management. The carryover of continuing appropriations is necessary when appropriation and encumbrance balances from a fiscal year that has ended remain unspent. These



amounts are required to be carried forward into the next fiscal year to facilitate the completion of projects, contracts, or activities for which the funds were originally awarded.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The budget amendment as proposed and shown in Exhibit A will increase expenditures in each fund by the following:

	Encumbrances	Prior Project Appropriations	Expenditures not anticipated	Total
General Fund	\$350,745		\$88,050	<b>\$438,795</b>
Utility Fund	\$335,158		\$150,000	<b>\$485,158</b>
Strategic Projects Fund		\$2,273,010		<b>\$2,273,010</b>
Water Capital Fund		\$901,304		<b>\$901,304</b>
Wastewater Capital Fund		\$801,098		<b>\$801,098</b>
<b>Total</b>	<b>\$685,903</b>	<b>\$3,975,412</b>	<b>\$238,050</b>	<b>\$4,899,365</b>

**LEGAL ANALYSIS:**

Approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item - I move to approve the second 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**, the budget for the City of Fair Oaks Ranch, Texas for FY 2024-25 has heretofore been approved as provided by law and filed with the City Secretary under Ordinance 2024-19; and

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

**WHEREAS**, encumbrances and prior year project appropriations should now be reappropriated to the FY 2024-25 budget in accordance with generally accepted accounting principles, and

**WHEREAS**, staff recommends making the attached budget amendment as shown in **Exhibit A** inclusive of encumbrances, prior year project appropriations and other expenditures, and

**WHEREAS**, the City Council finds the budget amendment as detailed in the attachment is warranted.

**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 19<sup>th</sup> day of December 2024.**

**PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 16<sup>th</sup> day of January 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

FY 2023-24 Rollover for Encumbrances

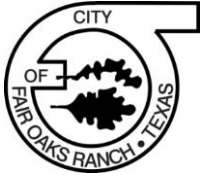
Fund/Department	PO Description	Amount Outstanding 9/30/2024
<b><u>General Fund</u></b>		
Information Technology	Vulnerability Assessment	\$112,000
	Sharepoint Migration	8,434
Municipal Court	Court Security Upgrades	1,680
Public Safety	New Patrol Vehicle Outfitting	20,627
	New Patrol Vehicle Outfitting	20,627
	New Patrol Vehicle Outfitting	20,627
	Police Raincoats	4,727
Maintenance	Tree Trimming Services	11,961
	Ford F250 Replacement	63,396
	Towable Man Lift	27,240
Engineering & Planning	Annual Street Maintenance	21,257
Building Codes	Safety Fence	1,509
Shared Services	Access Control	36,660
<b>Sub-Total General Fund</b>		<b><u>\$350,745</u></b>
<b><u>Utility Fund</u></b>		
Water	Software	\$12,500
	Jackson Well SCADA	28,815
	Base Station	120,000
	Ford Explorer	19,586
	Towable Man Lift	13,620
	Plant 5 Meters	16,443
	Wastewater	Maintenance of plant and lines
Ford F450		82,570
Ford Explorer		19,586
Towable Man Lift		13,620
<b>Sub-Total Utility Fund</b>		<b><u>\$335,158</u></b>
<b>Total Outstanding PO's</b>		<b><u><u>\$685,903</u></u></b>

FY 2023-24 Rollover for Project Appropriations  
Strategic and Capital Projects

Fund/Department	Project Description	Amount Outstanding 9/30/2024
<b><u>Strategic Projects Fund</u></b>		
Reliable & Sustainable Infrastructure	Civic Center	\$254,192
	City Hall Renovation	158,835
	Rolling Acres Trail Project #5	222,905
	Tivoli Way Project #34	690,848
	Post Oak Trail	182,793
	Chartwell Lane Project #35	64,592
	Dietz Elkhorn Reconstruction	232,426
	Dietz Elkhorn Sidewalk	388,232
Public Health, Safety & Welfare	Fire Station #3 Upgrades	38,187
Operational Excellence	Third Party Scanning	40,000
<b>Sub-Total Strategic Projects Fund</b>		<b><u>\$2,273,010</u></b>
<b><u>Water Capital Fund</u></b>		
Water	Elevated Storage Tank	\$161,833
	Willow Wind/Red Bud Hill	24,167
	Old Fredericksburg Rd	261,180
	Rolling Acres Trail	26,678
	Elmo Davis Upgrades	29,642
	Cibolo Creek Waterline Relocation	36,375
	Plant 5 Expansion	206,429
	Impact Fee Study	35,000
	Well 27 Upgrades	30,000
	Well 25 Upgrades	30,000
	Well 28 Upgrades	30,000
	Well 31 Upgrades	30,000
<b>Sub-Total Water Capital Fund</b>		<b><u>\$901,304</u></b>
<b><u>Wastewater Capital Fund</u></b>		
Wastewater	WWTP Phase 1 Expansion	\$766,098
	Impact Fee Study	35,000
<b>Sub-Total Wastewater Capital Fund</b>		<b><u>\$801,098</u></b>
<b>Total Project Continuing Appropriations</b>		<b><u><u>\$3,975,412</u></u></b>

FY 2024-25 New Appropriations

Fund/Department	Description	Amount
<b><u>General Fund</u></b>		
Information Technology	Partial Network Upgrade	\$88,050
<b>Sub-Total General Fund</b>		<u>\$88,050</u>
<b><u>Utility Fund</u></b>		
Water	Replacement pumps	\$150,000
<b>Sub-Total Utility Fund</b>		<u>\$150,000</u>
<b>Total New Appropriations</b>		<u><u>\$238,050</u></u>



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

AGENDA TOPIC: Approval of 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 Limits reducing the maximum speed limit of 20 mph on Noble Lark Drive and Kalkallo Drive

DATE: January 16, 2025

DEPARTMENT: Public Works

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

**INTRODUCTION/BACKGROUND:**

In 2023, residents residing on Noble Lark Drive and Kalkallo Drive noted an increase in vehicle traffic and congestion. More specifically, that Noble Lark Drive and Kalkallo Drive was being used as a cut-through to and from Dietz Elkhorn Road. Residents noted that the heaviest traffic was causing safety concerns during school drop off and pick up times. In December 2023 the intersection was temporarily closed to assess the impacts of traffic from in the neighborhood. A short time later, the road was re-opened and City Council directed staff to find alternative methods to increase safety and mitigate traffic concerns on Noble Lark Drive and Kalkallo Drive.

On August 1, 2024, the City Council adopted Ordinance 2024-10 as an emergency ordinance that reduced the speed limit on Noble Lark Drive and Kalkallo Drive from 30 miles per hour to 20 miles per hour. The emergency ordinance was confirmed by the City Council on August 15, 2024. On September 19, 2024, the City Council approved an extension of the emergency ordinance to January 31, 2025, for the purpose of collecting more traffic analysis information.

Staff conducted additional traffic analysis on Noble Lark Drive and Kalkallo Drive during October, November and December 2024. At the December 19, 2024, City Council work session, staff presented an analysis and assessment of the recently acquired traffic data and concluded that the best course of action is to permanently reduce the speed limit on Noble Lark Drive and Kalkallo Drive to 20 miles per hour (map of sign locations attached as **Attachment A**).

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

1. Meets the priority 4.1 Strategic Action Plan – Enhance and Ensure Continuity of Police Services
2. Preserves quality-of-life characteristic through compliance with state law
3. Ensures legal means of enforcement are adopted by City Council

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

No fiscal impact

**LEGAL ANALYSIS:**

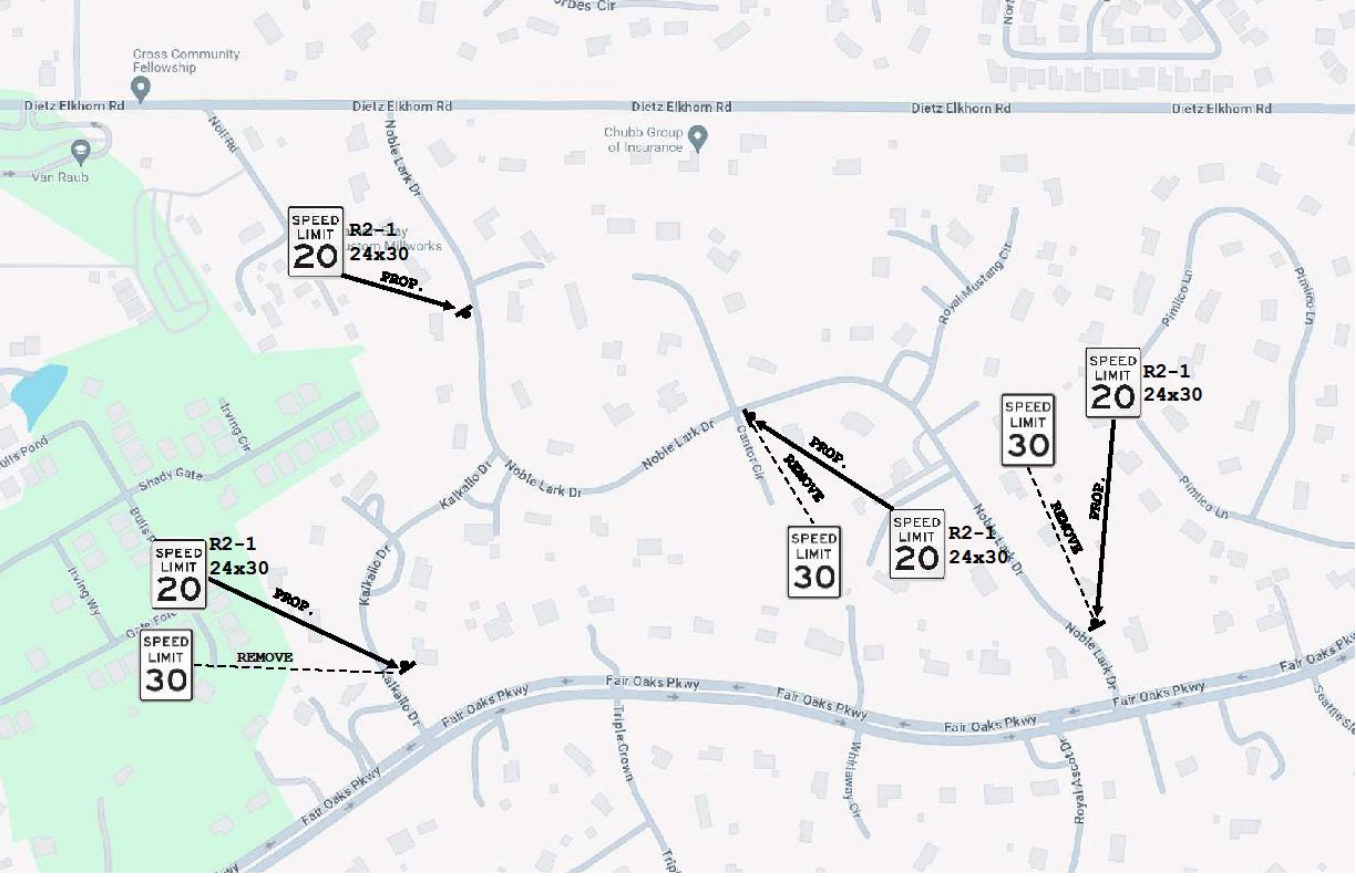
Approved as to form by the City Attorney's office

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item: I move to approve the first reading of an ordinance reducing the maximum speed limit of 20 mph on Noble Lark Drive and Kalkallo Drive.



# ATTACHMENT A



**AN ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, 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 REDUCING THE MAXIMUM SPEED LIMIT ON NOBLE LARK DRIVE AND KALKALLO DRIVE TO 20 MILES PER HOUR; AND PROVIDING FOR REPEALING, SAVINGS, PENALTY, AND SEVERABILITY CLAUSES**

**WHEREAS**, the City Council of the City of Fair Oaks Ranch adopted Ordinance 2024-10 on August 1, 2024, as an emergency ordinance reducing the speed limit on Noble Lark Drive and Kalkallo Drive from 30 miles per hour to 20 miles per hour; and

**WHEREAS**, on September 19, 2024, the City Council extended the emergency ordinance to January 31, 2025; and

**WHEREAS**, during October, November and December 2024 staff conducted additional traffic analysis on Noble Lark Drive and Kalkallo Drive; and

**WHEREAS**, on December 19, 2024, the results from traffic analysis were presented to the City Council; and

**WHEREAS**, based on the traffic analysis and direction from City Council, it is in the City's best interest to prioritize safety and reduce the speed limit on Noble Lark Drive and Kalkallo Drive from 30 miles per hour to 20 miles per hour.

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

**Section 1.** 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 Limits is hereby amended reducing the maximum speed limit on Noble Lark Drive and Kalkallo Drive to 20 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.

**Section 10.** 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 11.** Any person, firm, entity, or corporation who violates any provision of this article, as it exists or may be amended, shall be fined a sum not exceeding five hundred dollars (\$500.00).

**PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 16<sup>th</sup> day of January 2025.**

**PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 6<sup>th</sup> day of February 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]

**(1) 20 mph**

Noble Lark Drive

Kalkallo Drive




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## CITY COUNCIL CONSENT ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

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AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with Averro, LLC for an IT Master Plan

DATE: January 16, 2024

DEPARTMENT: Finance

PRESENTED BY: Consent Item: Clayton Hoelscher, Procurement Manager

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#### **INTRODUCTION/BACKGROUND:**

The FY 2024-25 Budget includes funding for an IT Master Plan. The IT Master Plan will help the City identify its five-year IT needs by assessing the current technology environment, business information systems, and IT infrastructure as well as provide improvement recommendations and estimated costs based on future needs. The main areas to be analyzed in this assessment include:

- City compliance in the IT regulatory environment.
- How IT serves current and future City business needs.
- Security, disaster recovery planning, and risk management.
- Aligning IT with the City's Strategic Action Plan goals and priorities.
- Funding current and future IT needs.

Ultimately, the IT Master Plan will guide the City in both short-term and long-term technology decision making. To support this effort, a Request for Proposals was advertised. Proposals were received on December 3, with five proposals being received. The proposals were reviewed based on the following criteria:

- Qualifications and Experience
- Project Approach
- Price

After evaluation, the City selected Averro, LLC as the highest ranked respondent.

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

- Aligns with Strategic Action Plan item 5.5 Evaluate and Update IT Infrastructure, Software and Security.
- Complies with procurement requirements.
- Supports all components of the City by identifying opportunities to improve City IT services, policies, and planning.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The IT Master Plan is included in the FY 2024-25 budget at \$50,000. The cost for the IT Master Plan will be \$74,931.00. Savings are available in the Strategic Action Plan fund to cover the appropriation.

**LEGAL ANALYSIS:**

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

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item: I move to approve a resolution authorizing the City Manager to execute an agreement with Averro, LLC for an IT Master Plan in an amount not to exceed \$74,931.00.

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AVERO, LLC FOR AN IT MASTER PLAN, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER**

**WHEREAS**, the City of Fair Oaks Ranch (the “City”) included funds in FY 2024-25 for an IT Master Plan; and

**WHEREAS**, proposals were received in accordance with Texas Local Government Code Chapter 252 and Avero, LLC was selected; and

**WHEREAS**, the cost for the IT Master Plan is \$74,931.00; and

**WHEREAS**, this agreement will assess the City’s IT environment, processes, infrastructure and provide recommendations for the City to implement; and

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports the project and authorizes the execution of an agreement with Avero, LLC (**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 Avero, LLC for an IT Master Plan, to expend required funds up to \$74,931.00 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 16th day of January 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**

**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 Avero LLC (“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 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. For this project the Anticipated Schedule for Completion is attached as Exhibit C.

## **Section 6. Insurance.**

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

In addition to the insurance provided for in Exhibit D, 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 Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.**

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

**Section 10. Notices. Any notice required or desired to be given from one party to the other**

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

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

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

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

**Section 14. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in 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.

**23. Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which

notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

**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.

**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.

**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.

**EXECUTED**, by the City on \_\_\_\_\_.

**CITY:**

**PROFESSIONAL:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott M. Huizenga

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

Avero LLC  
512 West Broadway Avenue  
Maryville, TN 37801

**EXHIBIT A  
SCOPE OF SERVICES**

**EXHIBIT B  
COMPENSATION**

# Project Budget

Avèro Advisors proposes the following hourly rates and the following estimated project costs in order to complete the **IT Master Plan** project for the City of Fair Oaks Ranch.

We are committed to working closely with the city to ensure that the project does not exceed the proposed cost. If any project tasks outside the scope of the initial contract arise, they will be billed separately at the individual rates listed in the **Hourly Rate Chart** below, upon prior written approval from the City of Fair Oaks Ranch and Avèro Advisors. Invoices for completed services will be submitted monthly by Avèro Advisors.

## Hourly Rate Chart

Project Team Role	Hourly Rate
<b>Project Executive</b>	\$300
<b>VP of Client Success</b>	\$250
<b>Director of Client Success</b>	\$225
<b>Project Manager</b>	\$200
<b>Associate / Senior Consultant</b>	\$175

Based on our experience executing projects similar in scope for organizations similar in size and complexity to the City of Fair Oaks Ranch, Avèro Advisors estimates a cost of **\$65,621** to complete the project. We would like to note that we have provided contingency pricing at \$9,310 for the Cybersecurity Risk Assessment, and an Annual Performance Review priced at \$10,050. The **Estimated Project Budget** on the following page (subject to input from the City's project sponsors) details the estimated cost of each project phase based on the estimated hours of work each role on the Proposed Project Team will perform over the course of each project task. Additionally, we have included a separate chart that provides a detailed price breakdown for the yearly cost of the annual performance review if the City decides to proceed with that deliverable.

**Note:** Avèro Advisors anticipates that travel expenses will amount to an additional 10% of the Total Fees during our engagement with the City. Avèro Advisors will invoice the City for our team's actual travel expenses at cost. Only actual travel expenses incurred will be invoiced, supported by the relevant receipts. The full amount estimated for travel expenses may not be entirely spent.

## Estimated Project Budget

City of Fair Oaks Ranch

### IT Master Plan

VP Client Success	Director Client Success	Project Manager	Consultant	Hourly Rate	Total Hours
\$250	\$225	\$200	\$175		
19	49	102	188		

	Hours	Hours	Hours	Hours	
<b>PROJECT MANAGEMENT</b>	<b>2</b>	<b>3</b>	<b>6</b>	<b>12</b>	<b>\$4,475</b>

Project Planning & Kick-Off	1	2	4	8	\$2,900
Executive Visioning	1	1	2	4	\$1,575

<b>DISCOVERY &amp; ASSESSMENT</b>	<b>11</b>	<b>30</b>	<b>60</b>	<b>120</b>	<b>\$42,500</b>
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Current-State Discovery	4	12	24	48	\$16,900
Future-State Visioning	4	12	24	48	\$16,900
Current-State IT Assessment	3	6	12	24	\$8,700

<b>STRATEGIC PLANNING</b>	<b>6</b>	<b>16</b>	<b>36</b>	<b>56</b>	<b>\$22,100</b>
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IT Modernization Strategies	2	4	12	18	\$6,950
IT Strategic Roadmap	2	4	10	10	\$5,150
IT Strategic Plan	2	8	14	28	\$10,000

<b>TOTAL FEES</b>	<b>\$69,075</b>
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New Client Discount (5%)	(\$3,454)
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$65,621</b>

<b>CONTINGENCY</b>	<b>3</b>	<b>6</b>	<b>14</b>	<b>28</b>	<b>\$9,800</b>
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Cybersecurity Risk Assessment	3	6	14	28	\$9,800
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<b>TOTAL FEES</b>	<b>\$9,800</b>
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New Client Discount (5%)	(\$490)
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$9,310</b>

**EXHIBIT C  
SCHEDULE OF COMPLETION**



# Project Timeline

Based on our past experience executing projects similar in scope and complexity to the City of Fair Oaks Ranch’s IT Master Plan project, Avèro Advisors estimates a timeline of three (3) months for the project’s duration. The phases of the project are outlined in the **Estimated Project Timeline** below (subject to input from the City’s project sponsors).

We are committed to working closely with the City to ensure that the project meets all the criteria within the requested scope of work and does not exceed the agreed-upon timeline.

## Estimated Project Timeline

City of Fair Oaks Ranch

### IT Master Plan (3 months)

	Project Management (.5 months)	Discovery & Assessment (1.5 months)	Strategic Planning (1 month)
Project Management			
Project Planning & Kick-Off			
Executive Visioning			
Discovery & Assessment			
Current-State Discovery			
Cybersecurity Risk Assessment			
Future-State Visioning			
Current-State IT Assessment			
Strategic Planning			
IT Modernization Strategies			
IT Strategic Roadmap			
IT Strategic Plan			

## EXHIBIT "D"

## 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](mailto:choelscher@fairoaksranchtx.org)  
Attn: Clayton Hoelscher, Procurement Manager  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

**EXHIBIT "E"**  
**EVIDENCE OF INSURANCE**

**WILL BE OBTAINED PRIOR TO CONTRACT EXECUTION**



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

AGENDA TOPIC: Approval of Council Member Stroup’s absence from the December 19, 2024 Regular City Council meeting  
DATE: January 16, 2025  
DEPARTMENT: City Council  
PRESENTED BY: Consent Item –Emily Stroup, Council Member Place 1

**INTRODUCTION/BACKGROUND:**

Council Member Stroup requests approval from missing the December 19, 2024 Regular City Council meeting due to a medical procedure.

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

Complies with Section 3.09 of the Home Rule Charter.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A

**LEGAL ANALYSIS:**

N/A

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item – I move to approve Council Member Stroup’s absence from the December 19, 2024 Regular City Council meeting.



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

AGENDA TOPIC: Presentation of the Certificate of Unopposed Candidates and consideration and possible action approving a resolution declaring the unopposed candidate in the February 25, 2025 Special Election elected to office and to cancel said Special Election

DATE: January 16, 2025

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

**INTRODUCTION/BACKGROUND:**

Jonathan Swarek was the sole applicant to file for Council Place 6, a position vacated by Council Member Muenchow. The seat is set to be filled through a special election scheduled for February 25, 2025. Following the conclusion of the filing periods for ballot and write-in candidacies on December 26, 2024, Mr. Swarek remained unopposed.

Pursuant to Chapter 2 of the Election Code, the procedure to declare the candidates unopposed as elected and to cancel the Special Election is as follows:

Subchapter C. Election of Unopposed Candidate

Step 1 – Sec. 2.052 – Certification of Unopposed Status

- (a) The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office if, were the election held, only the votes cast for that candidate in the election for that office may be counted.
- (b) The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadlines for placement on the ballot and list of write-in candidates.

Step 2 – Sec. 2.053. – Action on Certification

- (a) On receipt of the certification, the governing body of the political subdivision by order or ordinance shall declare each unopposed candidate elected to the office. If no election is to be held on election day by the political subdivision, a copy of the order or ordinance shall be posted on election day at each polling place used or that would have been used in the election.
- (b) If a declaration is made under Subsection (a), the election is not held.

Step 3 – Sec 2.053

- (e) A certificate of election shall be issued to each candidate in the same manner and at the same time as provided for a candidate elected at the election. The candidate must qualify for the office in the same manner as provided for a candidate elected at the election.

Subchapter D. Cancellation of Elections

Step 4 – Sec. 2.081 Cancellation of Moot Measure

- (a) If an authority that orders an election on a measure determines that the action to be authorized by the voters may not be taken, regardless of the outcome of the election, the authority may declare the measure moot and remove the measure from the ballot.
- (b) If a measure is declared moot under this section and is removed from the ballot, the authority holding the election shall post notice of the declaration during early voting by personal appearance and on election day, at each polling place that would have been used for the election on the measure.

This agenda item is to initiate the steps as outlined above

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

Compliance with State Election Laws

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The adopted budget allocates \$32,000.00 for the FY 2024-25 election budget. With the cancellation of this Special Election, the funding will be available, in its entirety, for the May Regular Election.

**LEGAL ANALYSIS:**

Resolution approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

I move to accept the Certificate of Unopposed Candidates and to approve a resolution declaring the unopposed candidate in the February 25, 2025 Special Election elected to office and to cancel said Special Election.

**A RESOLUTION**

**A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS DECLARING UNOPPOSED CANDIDATES IN THE FEBRUARY 25, 2025 SPECIAL ELECTION ELECTED TO OFFICE; CANCELLING SAID ELECTION; CONTAINING OTHER PROVISIONS RELATING TO THE ELECTION; AND PROVIDING FOR SEVERABILITY CLAUSE**

**WHEREAS**, on December 5, 2024, the City Council of Fair Oaks Ranch adopted Resolution 2024-71, calling a Special Election for the purpose of electing a Council Member for Place 6, following the resignation of Council Member Muenchow, for the City of Fair Oaks Ranch, Texas; and,

**WHEREAS**, notice of said election was given in accordance with the law; and,

**WHEREAS**, pursuant to resolution 2024-05, Section 1 and Section 146.054 of the Texas Election Code, the deadlines for the filing applications for a place on the ballot of the City’s Special Election have expired; and,

**WHEREAS**, the City Secretary, in accordance with Section 2.052, Texas Election Code, has certified to the City Council, in writing, (attached hereto as **EXHIBIT A**) that Jonathan Swarek is unopposed for the election to the office of Council Member Place 6; and,

**WHEREAS**, the City Council hereby finds and determines that this candidate whose name is to appear on the ballot in said election is unopposed, and under these circumstances, Section 2.053 of the Texas Election Code authorizes the City Council to declare the candidate elected to office and to cancel the Special Election.

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

**SECTION 1.** That the facts and matters set forth in the preamble of this resolution are hereby found to be true and correct.

**SECTION 2.** That, in accordance with Section 2.053 of the Texas Election Code, the following unopposed candidates are hereby declared elected to the respective offices shown, and shall be issued a certificate of election following the time the election would have been canvassed:

- Council Member, Place 6 – Jonathan Swarek

**SECTION 3.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council of the City of Fair Oaks Ranch, Texas and made a part of this resolution for all purposes as findings of fact.

**SECTION 4.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provisions of this resolution shall be and remain controlling as to the matters resolved herein.

**SECTION 5.** It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including



this resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**SECTION 6.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED, APPROVED and ADOPTED this 16<sup>th</sup> day of January 2025.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Picioccio, TRMC  
City Secretary

\_\_\_\_\_  
Denton Navarro Rodriquez Bernal Santee & Zech  
P.C., City Attorney

**Exhibit A**

**CERTIFICATION OF UNOPPOSED CANDIDATES  
CERTIFICACIÓN DE CANDIDATOS ÚNICOS**

To: Presiding Officer of Governing Body  
*Al: Presidente de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidate is unopposed for election to office for the election scheduled to be held on February 25, 2025.

*(Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el February 25, 2025.)*

Office (Cargo)

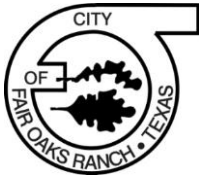
Candidate (Candidato)

Council Member, Place 6

Jonathan Swarek

\_\_\_\_\_  
Christina Picioccio, TRMC, City Secretary  
City of Fair Oaks Ranch

Dated this 16<sup>th</sup> Day of January, 2025



**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 City of Fair Oaks Ranch Code of Ordinances, Chapter 13 Utilities, Article 13.03 Water and Sewer System, Division 3, Part II Drought Contingency Plan and amending Appendix A Fee Schedule, Article A9 (v) and (w) Drought Surcharge Rates to include a fourth stage

**DATE:** January 16, 2025

**DEPARTMENT:** Public Works

**PRESENTED BY:** Kelsey Delgado, Project Manager

**INTRODUCTION/BACKGROUND:**

In May 2023, the City Council amended the Drought Contingency Plan to include updated triggers, drought surcharges, and a drought surcharge appeal process. Since the amendments were adopted, the prolonged drought has continued and several surrounding entities, including the City’s triggers – Guadalupe Blanco River Authority (GBRA) and Trinity Glen Rose Groundwater Conservation District (TGRGCD), have also implemented Drought Contingency Plan updates.

On December 5, 2024, the City Council held a workshop regarding potential updates to the City’s Drought Contingency Plan to better align with triggering entities and expand flexibility in response to ongoing drought conditions. The updates included expansion of the number of drought stages from three to four, and limitations on drip irrigation in the revised Stages 3 and 4. Based on Council feedback, an amending ordinance was drafted and is attached.

If approved, the amended Drought Contingency Plan shall go into effect on April 1, 2025. The delayed implementation provides adequate time to notify utility customers of the upcoming changes. The communication plan consists of updates to the City’s website, newsflashes and social media posts, inclusion in the City’s newsletter, and a bill insert.

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

- Supports 3.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Water Resources.
- Establishes a new stage between the current Stages 2 and 3 of the Drought Contingency Plan to expand flexibility and response to drought conditions.
- Better aligns drought stages with the City’s triggering entities.

**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 13 Utilities, Article 13.03 Water and Sewer System, Division 3, Part II Drought Contingency Plan and Appendix A Fee Schedule, Article A9 (v) and (w) Drought Surcharge Rates to include a fourth stage.

**AN ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES, CHAPTER 13 UTILITIES, ARTICLE 13.03 WATER AND SEWER SYSTEM, DIVISION 3, PART II DROUGHT CONTINGENCY PLAN AND AMENDING APPENDIX A FEE SCHEDULE, ARTICLE A9 (V) AND (W) DROUGHT SURCHARGE RATES TO INCLUDE A FOURTH STAGE**

**WHEREAS**, the City of Fair Oaks Ranch, Texas, recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought or upon failure of major system components, and

**WHEREAS**, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality (“TCEQ”), including Title 30, Chapter 288, Subchapters A and B of the Texas Administrative Code require all public water supply systems in Texas to prepare, update and adopt a water conservation and drought contingency plan at a minimum at least every five years, and

**WHEREAS**, in accordance with the regulations established by the TCEQ, it is necessary to regularly review, update and adopt an amended water conservation and drought contingency plan, and

**WHEREAS**, as authorized under law, and in the best interests of the citizens of Fair Oaks Ranch, Texas, and its customers, the City Council deems it necessary to amend certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies, and

**WHEREAS**, City Council deems it necessary to amend the City’s Drought Contingency Plan by revising drought stage initiation triggers and measures to incorporate a fourth stage and establish related drought surcharge fees.

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

- Section 1.** Chapter 13 Utilities, Article 13.03 Water and Sewer System, Division 3 Drought Surcharge Rates and Drought Contingency Plan, Part II Drought Contingency Plan and Appendix A Fee Schedule, Article A9 (v) and (w) Water Charges – Drought Surcharge Rates 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 April 1, 2025, 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 16<sup>th</sup> day of January 2025.**

**PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 6<sup>th</sup> day of February 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 13 Utilities, Article 13.03 Water and Sewer System, Division 3 Drought Surcharge Rates and Drought Contingency Plan, Part II Drought Contingency Plan is hereby amended as follows:

[Deletions shown as strikethrough and additions shown as underscore]

**Sec. 13.03.117 Criteria for Initiation and Termination of Drought Stages and Responses**

(a) Monitoring. FORU shall monitor water supply and/or demand conditions on a monthly basis until such time that conditions warrant initiation of stage 1, after which daily conditions shall be monitored to determine initiation and termination of each stage of the plan, that is, when the specified "triggers" are reached. The triggering criteria described below are based on analysis of the vulnerability of the water source under drought of record conditions, current water demands and current National Weather Service extended weather predictions.

(b) Stage 1, ~~moderate~~ mild water shortage conditions.

(1) Triggers.

(A) Requirements for initiation. Customers shall reduce nonessential water uses when two (2) of three (3) conditions have been met:

- (i) The static water level in the FORU observation well averages less than or equal to 1,045 feet above mean sea level for 15 consecutive days;
- (ii) The water system's average daily consumption of Trinity Aquifer groundwater for the same consecutive 15 days exceeds 1.2 million gallons per day; or
- (iii) Either Guadalupe-Blanco River Authority (GBRA) or Trinity Glen Rose Groundwater Conservation District (TGRGCD) implements stage 1 water reduction requirements of their drought contingency plan.

(B) Requirements for termination. Stage 1 of the plan may be rescinded when the static water level in the observation well averages greater than 1,045 feet above mean sea level for 60 consecutive days and GBRA or TGRGCD is no longer in stage 1 (or worse) conditions from their drought contingency plan.

(2) Response.

(A) Goal. Achieve both a reduction in total water use and reduce monthly average Trinity Aquifer groundwater use for 30 consecutive days to less than 1.2 million gallons per day.

(B) Supply management measures.

- (i) Implementation of a surcharge on all water used over 20,000 gallons per residential account per billing period and 50,000 gallons per commercial account per billing period.
- (ii) Commercial car washing (using nonrecycled technology) banned.
- (iii) Reduce water main flushing to that required to maintain quality standards.
- (iv) All landscape watering permits issued prior to the implementation of Stage 1 restrictions are rescinded. No additional permits shall be issued, with the exception of newly built homes or with proof of new lawn purchase, as defined in section 13.03.116, within the last seven (7) days prior to Stage 1 implementation.

(c) Stage 2, ~~severe~~ moderate water shortage conditions.

**EXHIBIT A**

(1) Triggers.

- (A) Requirements for initiation. Customers shall further reduce nonessential water uses when two (2) of three (3) conditions have been met:
  - (i) The static water level in the FORU observation well averages less than or equal to 1,035 feet above mean sea level for eight (8) consecutive days;
  - (ii) The water system's average daily consumption of Trinity Aquifer groundwater for the same consecutive eight (8) days exceeds ~~700,000~~ 900,000 gallons per day; or
  - (iii) Guadalupe-Blanco River Authority (GBRA) or Trinity Glen Rose Groundwater Conservation District (TGRGCD) implements stage 2 water reduction requirements of their drought contingency plan.
- (B) Requirements for termination. Stage 2 of the plan may be rescinded when the static water level in the observation well averages greater than 1,035 feet above mean sea level for 60 consecutive days and GBRA or TGRGCD is no longer in stage 2 (or worse) conditions from their drought contingency plan. Upon termination of stage 2, stage 1 becomes operative.

(2) Response.

- (A) Goal. Achieve both a reduction in total water use and reduce the average Trinity Aquifer groundwater use for 30 consecutive days to less than 0.9 million gallons per day.
- (B) Supply management measures.
  - (i) Implementation of a surcharge on all water used over 15,000 gallons per residential account per billing period and 40,000 gallons per commercial account per billing period.
  - (ii) Use of water from fire hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare.
  - (iii) Ornamental water fountain water usage banned.
  - (iv) No sale of bulk water, unless work is being completed for the City.
  - (v) Landscape watering permits for new lawn purchases are rescinded and no new permits will be issued.
  - (vi) Golf course watering is limited to the use of effluent and non-potable irrigation well water provided by the FORU wastewater treatment plant and wells, unless approved by the City Manager or designee.

(d) Stage 3, severe water shortage conditions.

(1) Triggers.

- (A) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain nonessential water uses provided in this plan when two (2) of three (3) conditions have been met:
  - (i) The static water level in the FORU observation well is equal to or less than 1,025 feet above mean sea level for eight (8) consecutive days;
  - (ii) The water system's average daily consumption of Trinity Aquifer groundwater for the same consecutive eight (8) days exceeds 700,000 gallons per day; or
  - (iii) Guadalupe-Blanco River Authority (GBRA) or Trinity Glen Rose Groundwater Conservation District (TGRGCD) implements stage 3 water reduction requirements of their drought contingency plan.
- (B) Requirements for termination. Stage 3 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for 60 consecutive days.

(2) Response.



**EXHIBIT A**

- (A) Goal. Achieve both a reduction in total water use and reduce the average Trinity Aquifer groundwater use for 30 consecutive days to less than 0.9 million gallons per day.
- (B) Supply management measures.
  - (i) Implementation of a surcharge on all water used over 10,000 gallons per residential account per billing period and 30,000 gallons per commercial account per billing period.
  - (ii) Landscape watering through an irrigation system is limited to once every other week;
  - (iii) Power washing sidewalks, driveways, pavement, the outside of buildings or other impervious surfaces is prohibited.
  - (iv) Watering with drip irrigation is allowed every Monday, Wednesday, and Friday.

(~~d~~e) Stage ~~3~~ 4, critical water shortage conditions.

(1) Triggers.

(A) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain nonessential water uses provided in this plan when one (1) of three (3) conditions have been met:

- (i) The static water level in the FORU observation well is equal to or less than 1,020 feet above mean sea level;
- (ii) At any time that the water system's production wells are failing so that normal production of 1.2 million gallons per day of Trinity Aquifer groundwater cannot be maintained for seven (7) consecutive days; or
- (iii) Guadalupe-Blanco River Authority (GBRA) or Trinity Glen Rose Groundwater Conservation District (TGRGCD) implements stage ~~3~~ 4 water reduction requirements of their drought contingency plan.

(B) Requirements for termination. Stage ~~3~~ 4 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for 60 consecutive days.

(2) Response.

(A) Goal. Limit consumption to domestic water use as defined in section 13.03.116.

(B) Supply management measures.

- (i) ~~Implementation of a surcharge on all water used over 10,000 gallons per residential account per billing period and 30,000 gallons per commercial account per billing period,~~ Implementation of a surcharge as described in Stage 3 remains in effect.
- (ii) All nonessential water uses, as defined in section 13.03.116, are prohibited except for watering by handheld hose.
- (iii) Watering with drip irrigation is allowed once a week as determined by the year-round watering day schedule.
- (~~iii~~ iv) Golf course watering is limited to the use of effluent water provided by the FORU wastewater treatment plant or a water source other than that provided by FORU.
- (~~iv~~ v) A moratorium is imposed on the issuance of irrigation (with the exception of newly built homes) and swimming pool permits. Swimming pools under construction during the implementation of this drought response shall be filled only with water purchased from a source other than FORU, unless approved by the City Manager or designee.

**EXHIBIT A**

- (v ~~vi~~) Hosston/Sligo aquifer water may be diverted to drinking water distribution, if authorized by TCEQ.
- (vi ~~vii~~) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage is in effect.
- (vii ~~viii~~) Water-flow restrictors may be installed on customer meters.

Appendix A Fee Schedule Article A9 (v) and (w) Water Charges – Drought Surcharge Rates are hereby amended as follows:

[Deletions shown as strikethrough and additions shown as underscore]

(v) Drought surcharge rates - Residential:

- (1) Stage 1, ~~moderate~~mild water shortage conditions - residential cost per 1,000 gallons:
  - (A) 0 - 20,000 gallons.....\$0.00
  - (B) 20,001 - 40,000 gallons.....\$5.00
  - (C) 40,001 - 60,000 gallons.....\$6.00
  - (D) 60,001 - 75,000 gallons.....\$7.00
  - (E) 75,001 - 100,000 gallons.....\$10.00
  - (F) Over 100,000 gallons.....\$12.50
- (2) Stage 2, ~~severe~~moderate water shortage conditions - residential cost per 1,000 gallons:
  - (A) 0 - 15,000 gallons.....\$0.00
  - (B) 15,001 - 20,000 gallons.....\$5.00
  - (C) 20,001 - 40,000 gallons.....\$7.50
  - (D) 40,001 - 60,000 gallons.....\$10.00
  - (E) 60,001 - 75,000 gallons.....\$15.00
  - (F) 75,001 - 100,000 gallons.....\$20.00
  - (G) Over 100,000 gallons.....\$30.00
- (3) Stage 3 severe and Stage 4 critical water shortage conditions - residential cost per 1,000 gallons:
  - (A) 0 - 10,000 gallons.....\$0.00.
  - (B) 10,001 - 20,000 gallons.....\$7.50
  - (C) 20,001 - 40,000 gallons.....\$10.00
  - (D) 40,001 - 60,000 gallons.....\$15.00

**EXHIBIT A**

- (E) 60,001 - 75,000 gallons.....\$20.00
- (F) 75,001 - 100,000 gallons.....\$30.00
- (G) Over 100,000 gallons.....\$35.00

(w) Drought surcharge rates - Commercial:

(1) Stage 1, ~~moderate~~ mild water shortage conditions - commercial cost per 1,000 gallons:

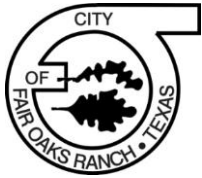
- (A) 0 - 50,000 gallons.....\$0.00
- (B) 50,001 - 60,000 gallons.....\$6.00
- (C) 60,001 - 75,000 gallons.....\$7.00
- (D) 75,001 - 100,000 gallons...\$10.00
- (E) Over 100,000 gallons.....\$12.50

(2) Stage 2, ~~severe~~ moderate water shortage conditions - commercial cost per 1,000 gallons:

- (A) 0 - 40,000 gallons.....\$0.00
- (B) 40,001 - 60,000 gallons.....\$10.00
- (E) 60,001 - 75,000 gallons.....\$15.00
- (F) 75,001 - 100,000 gallons.....\$20.00
- (G) Over 100,000 gallons.....\$30.00

(3) Stage 3 severe and Stage 4 critical water shortage conditions - commercial cost per 1,000 gallons:

- (A) 0 - 30,000 gallons.....\$0.00
- (B) 30,001 - 40,000 gallons.....\$10.00
- (D) 40,001 - 60,000 gallons.....\$15.00
- (E) 60,001 - 75,000 gallons.....\$20.00
- (F) 75,001 - 100,000 gallons.....\$30.00
- (G) Over 100,000 gallons.....\$35.00



**CITY COUNCIL WORKSHOP  
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Community Center Update  
DATE: January 16, 2025  
DEPARTMENT: Public Works  
PRESENTED BY: Kelsey Delgado, Project Manager  
Robert "Rocky" Lopez, AIA, Lopez Salas Architects, Inc.

**INTRODUCTION/BACKGROUND:**

In June 2023, the City entered into a professional services agreement with Lopez Salas Architects, Inc. (LSA) for facility planning and design services for the Community Center. As part of the facility planning phase, the consultant conducted a workshop with City Council to prioritize intended uses for the new Community Center and met with intended users to gain input on space needed and other specific facility requirements. A second Council workshop was held on September 9th to present the input received, share the proposed functional and support space requirements, adjacency diagrams, and receive authorization to move on to the schematic design phase.

On November 16, 2023, LSA presented the draft schematic floor plan to Council. During that workshop, Councilmembers requested several changes which were incorporated, and the revised schematic floor plan was presented on February 15, 2024.

On February 27th, the City held a townhall meeting to share information about the Community Center project and initiated a survey to obtain feedback on three potential exterior roof options. The majority of respondents favored the Gable Roof option which was approved by Council on April 18th. This decision enabled LSA to move from the schematic to the design development phase.

This workshop will present highlights from the 100% design development plans to include exterior elevations, building sections, roof plan, floor finish and reflected ceiling plan, proposed interior and exterior materials, and an update on the project schedule and estimated construction cost.

At the start of the project, construction costs were estimated at \$425 per square foot based on industry averages for this region. LSA, in partnership with two general contractors, has refined the construction estimate which now stands around \$2,452,260 or \$460 per square foot. Several changes during the schematic phase contributed to this increase:

- The original shed roof over the event hall space and flat roof over the corridor area was changed to a gable roof over the entire facility. This increased standing seam metal roof and structural support requirements, exterior and interior wall heights, glazing surface area and created an attic space over the corridor area.
- Exterior stucco was changed to limestone masonry to better align with the City Campus and ranch style character.

- The current estimate also includes the demolition of the old police department building. Demolition has been presumed as part of the project scope from the beginning. However, it was previously a separate project cost.

While the latest estimate has increased when compared to the original estimate, it is still a preliminary estimate from two general contractors. Based on comparable projects from other municipalities in Central Texas, it appears this project should fall in the \$425-475 per square foot range. Comparable projects will be presented during the workshop. In addition, several deductive bid alternates have also been identified to help manage construction costs.

Although no formal action is requested as part of this workshop, staff seeks direction on the plans and estimated cost to ensure that the architect's vision for the facility aligns with City Council expectations. If no changes or adjustments are requested, staff plan to advertise the bid opportunity in February and receive bids in the March timeframe.

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

- Supports Priority 3.5 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable City Facilities and Project 3.5.5 to Plan and Construct a Community Center.
- Provides flexible, highly functional meeting and event space for City Council, Boards/Committees/Commission, townhalls, FORHA/HOAs, elections, civic and local business organizations, and private events. A facility use policy will be developed prior to occupancy to address citizen concerns regarding event size, noise, operating hours, traffic and other potential issues.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

This project is supported by a grant from the Municipal Development District (MDD) in the amount of \$1.2 million. In its January 8, 2024 report, the Bond Advisory Committee recommended the City seek an amendment to the Funding Agreement to include the full cost of the project and potential changes to the grant payment methodology. Staff plan to present funding options after bids are received for consideration at a future City Council meeting.



# City of Fair Oaks Ranch

## New Community Center

City Council Meeting  
January 16, 2025



# AGENDA

- **Review of Bidding/Construction Set**
- Review Interior Materials
- Review Exterior Materials
- Schedule and Project Status
- Review Opinion of Probable Costs
- Review of Current Comparable & Alternates
- Next Steps

# FAIR OAKS RANCH COMMUNITY CENTER

FAIR OAKS RANCH, TEXAS

100% CONSTRUCTION DOCUMENT SUBMISSION

10/31/2024

ARCHITECTS

**LOPEZ SALAS ARCHITECTS, INC.**  
SAN ANTONIO, TEXAS

CIVIL ENGINEER

**MATKIN HOOVER**  
SAN ANTONIO, TEXAS

STRUCTURAL ENGINEER

**INTELLIGENT ENGINEERING SERVICES**  
SAN ANTONIO, TEXAS

MEP ENGINEER

**MS2 CONSULTING ENGINEERS**  
SAN ANTONIO, TEXAS

LANDSCAPE ARCHITECT

**C2 LANDGROUP, INC.**  
SAN ANTONIO, TEXAS



OWNER

**CITY OF FAIR OAKS RANCH**  
FAIR OAKS RANCH, TEXAS

CITY LEADERS

**GREG MAXTON**  
MAYOR

EMILY STROUP  
PLACE 1

KEITH RHODEN  
PLACE 2

RUBEN J. OLVERA  
PLACE 3

LAURA KOERNER  
PLACE 4

SCOTT PARKER  
PLACE 5

PLACE 6



SET NO. \_\_\_\_\_







Project No. 23013  
Date: 10/31/2024

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AGENCY & USER  
DESIGNED ARCHITECT #14016

NO.	REVISION	DATE

CITY OF FAIR OAKS RANCH  
FAIR OAKS RANCH COMMUNITY CENTER  
FAIR OAKS RANCH, TEXAS

EXTERIOR  
PERSPECTIVES

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A0.4



3 NORTH ENTRANCE VIEW



2 SOUTH ENTRANCE VIEW



4 NORTHEAST VIEW



1 EAST TERRACE



CONFERENCE ROOM



DAIS



MEETING / EVENT HALL

# INTERIOR IMAGES



Project No. 23013  
Date: 11/12/2024

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THIS DOCUMENT HAS BEEN REVIEWED BY THE ARCHITECT FOR CONFORMANCE WITH THE PROFESSIONAL SEAL AND LICENSE REQUIREMENTS.

NO. REVISION DATE

CITY OF FAIR OAKS RANCH  
FAIR OAKS RANCH COMMUNITY CENTER  
FAIR OAKS RANCH, TEXAS

SITE PLAN & DETAILS

The record copy of this drawing is to be filed with the City of Fair Oaks Ranch, 201, 500-A, Austin, Texas 78705. The contractor is responsible for the protection of all existing utilities shown on this drawing. The contractor shall obtain all necessary permits, registration and other approvals from the local authority.

A1.1

**GENERAL NOTES**

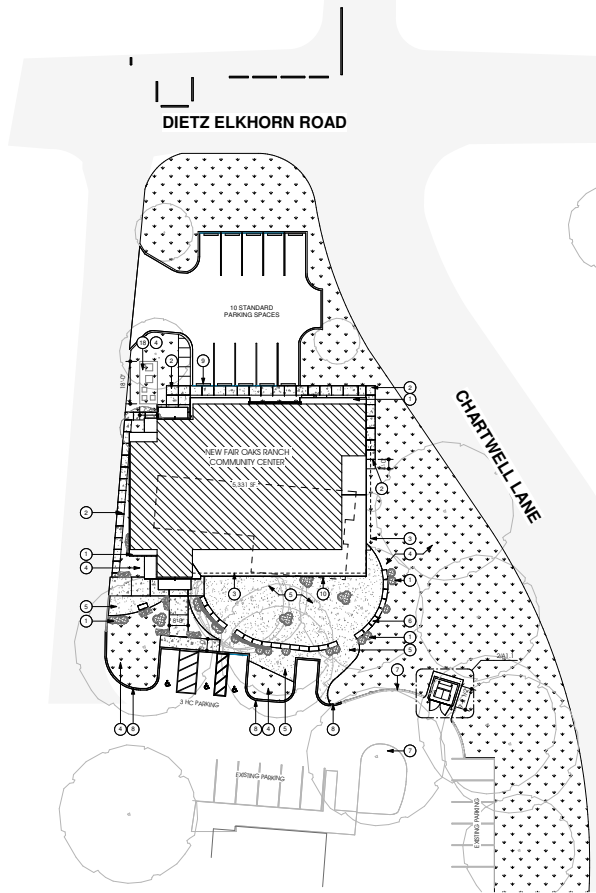
1. ARCHITECTURAL SITE PLAN IS FOR REFERENCE ONLY. REFER TO CIVIL.
2. CONTRACTOR WILL NOTIFY ARCHITECT IMMEDIATELY WITH ANY DIMENSIONAL DISCREPANCIES.
3. REFER TO MEP FOR ELECTRICAL AND LIGHTING.

**KEYNOTES**

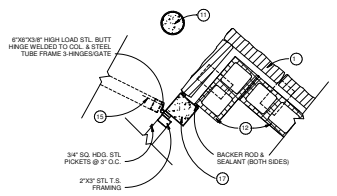
1. LANDSCAPING, RE: LANDSCAPE.
2. CONC. WALK, RE: CIVIL.
3. LINE OF ROOF OVERHANG.
4. NEW 800, RE: LANDSCAPE.
5. DECOMPOSED GRANITE, RE: LANDSCAPE.
6. 2 X 2 X 4 LIMESTONE BUTTERFLICK BLOCKS, RE: LANDSCAPE.
7. EXISTING CONC. CURB TO REMAIN.
8. NEW CONCRETE CURB, RE: CIVIL.
9. WHEEL STOPS, RE: CIVIL.
10. DIMENSION BLDG STRUCTURE & FOUNDATION IN ITS ENTIRETY. REMOVE UNDERGROUND UTILITIES PER CIVIL.
11. 6" HDG BOLLARD, GROUT FILLED, RE: 6A-1.
12. SML. PFB.
13. CEMENT STONE VENEER DUMPSTER ENCLOSURE.
14. INTEGRAL COLOR CMU COPING.
15. HDG STL. TUBE GATE FRAME WITH 18 GA. GALV. STEEL SOLID PANEL.
16. LOCKING HORN, RE: 9 & 10A-1.
17. 600 HDG T.S. POST GROUT FILLED.
18. CONCRETE PAD FOR CONDENSING UNITS, RE: MEP.

**PARKING COUNT**

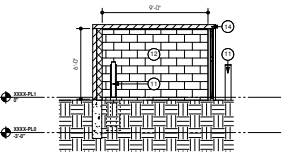
STANDARD PARKING PROVIDED =	10
HANDICAP PARKING PROVIDED =	3
TOTAL PARKING PROVIDED =	13



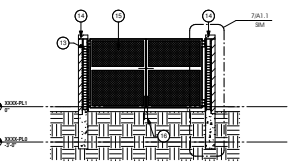
1 ARCHITECTURAL SITE PLAN  
11-2024



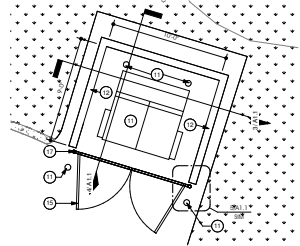
5 JMB/HINGE DETL. @ DUMPSTER ENCLOSURE  
1/4\"/>



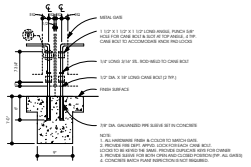
4 SIDE CMU WALL @ DUMPSTER  
1/4\"/>



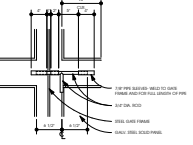
3 CMU WALL @ DUMPSTER  
1/4\"/>



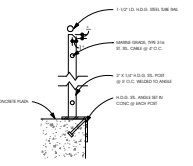
2 ENLARGED PLAN DUMPSTER ENCLOSURE  
1/4\"/>



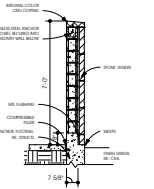
10 CANE BOLT  
1/4\"/>



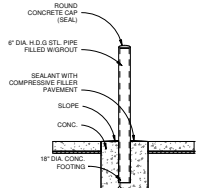
9 SLIDE BOLT  
1/4\"/>



8 POST/RAIL SECTION  
1/4\"/>



7 SECTION  
1/4\"/>



6 BOLLARD DETAIL  
1/4\"/>



Project No. 23013

Date: 11/12/2024

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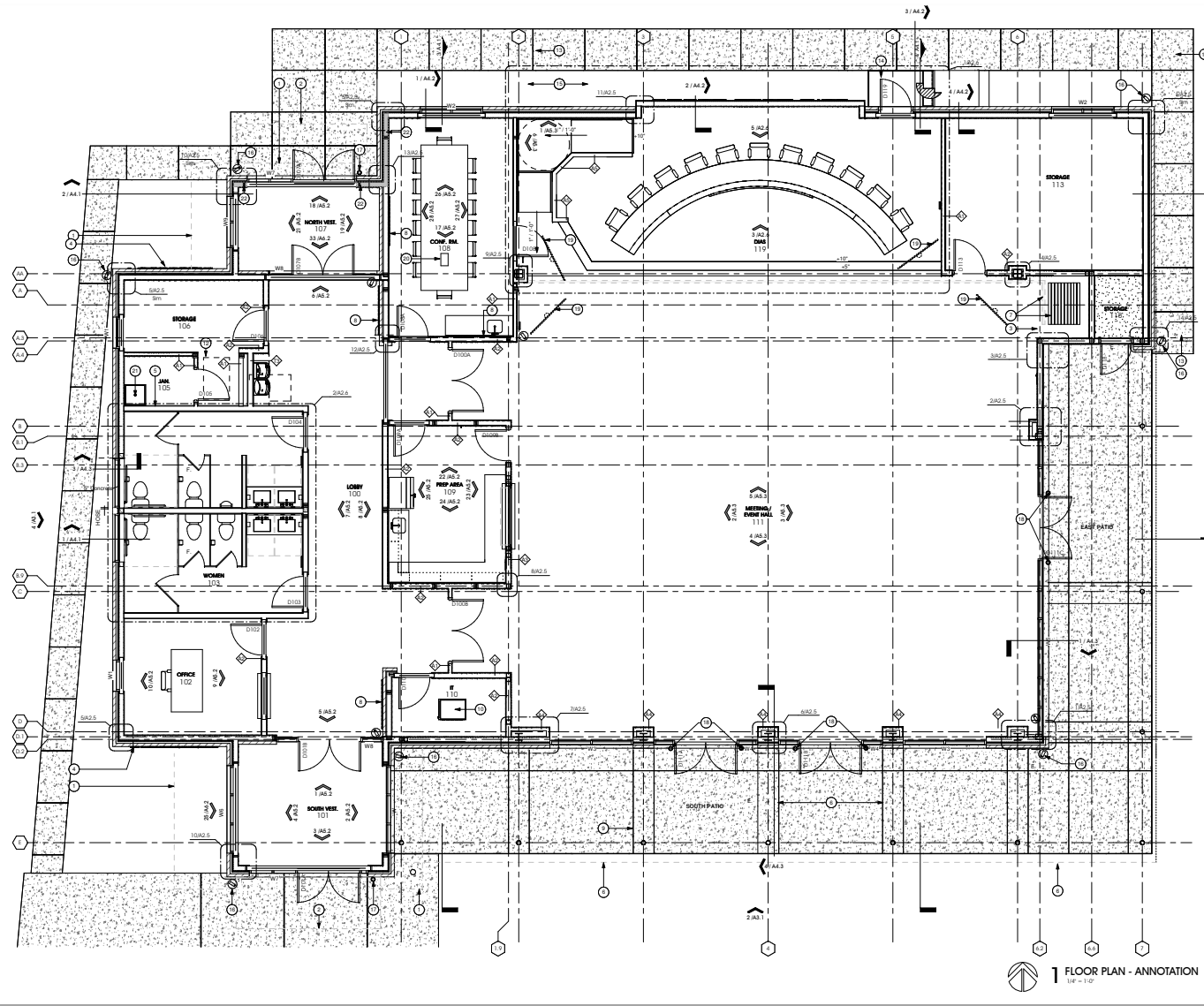
NO. REVISION DATE

CITY OF FAIR OAKS RANCH  
 FAIR OAKS RANCH COMMUNITY CENTER  
 FAIR OAKS RANCH, TEXAS

FLOOR PLAN - ANNOTATION

The record copy of this drawing is on the blue print of paper. This drawing is prepared by the architect and is subject to the provisions of the International Building Code, the International Fire Code, and the International Mechanical, Electrical and Plumbing Codes. Registration may be required by the local jurisdiction.

A2.1



- KEYNOTES**
- 1 LINE OF ROOF OVERHANG
  - 2 LINE OF OVERHANG ABOVE
  - 3 1" THICK CAST BRONZE LETTERS, W/ 1" OFFSET FROM FACE OF MASONRY, RE. ELEV.
  - 4 RE. TRIP PANEL AS SPECIFIED
  - 5
  - 6 DECO CONTROL JOINTS, TYP. RE. CIVIL
  - 7 OPERABLE PARTITION WITH HINGED POCKET DOOR CLOSURE PANEL, FINISH: ALL STRUCT. SUPPORT & TRUSS SYSTEM PER MANUFACTURER RECS.
  - 8 WALL MOUNTED MONITOR CPCL. GC TO PROVIDE BOX WITH EMPTY CONDUIT AND PULL STRING FOR DATA & POWER, BLOCKING AT WALL AS REQUIRED, RE. MECH.
  - 9 EXPANSION JOINTS, RE. CIVIL
  - 10 OWNER PROVIDED EQUIPMENT
  - 11 PULL DOWN OVERHEAD ATTIC ACCESS LADDER, RE. MECH.
  - 12 CONC. SIDEWALK, RE. CIVIL
  - 13 CONC. STROP-W/ STAIRS, RE. CIVIL
  - 14 LANDSCAPE AREA RE LANDSCAPE
  - 15 FUTURE WALL MOUNTED CAMERA LOCATION CPCL. GC TO PROVIDE BOX WITH EMPTY CONDUIT AND PULL STRING FOR DATA & POWER
  - 16 ACCESS CONTROL
  - 17 GC TO COORDINATE WITH STROBEFRONT MANUFACTURER TO PROVIDE EMPTY CONDUITS WITH PULL STRING IN FRAME FOR FUTURE SECURITY BY OWNER
  - 18 MONITOR WITH COIL AND MOUNT EXTENSION CPCL. GC TO PROVIDE STRUC. SUPPORT, JOCK W/ POWER, RE. ELECT. PROVIDE EMPTY CONDUIT WITH PULLSTRING FOR DATA
  - 19 FLOOR BOX WITH DATA, JOMB & POWER CPCL. GC TO PROVIDE EMPTY CONDUIT AND PULL STRING FOR DATA & POWER, RE. ELECT.
  - 20
  - 21 MOP SINK, RE. PLUMBING
  - 22 CONC. FOUNDATION CURB, RE. STRUCT.

1 FLOOR PLAN - ANNOTATION  
 1/8" = 1'-0"





Project No. 23013  
 Date: 11/12/2024

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 REVIEW & LINES (REVISIONS AND/OR COMMENTS)

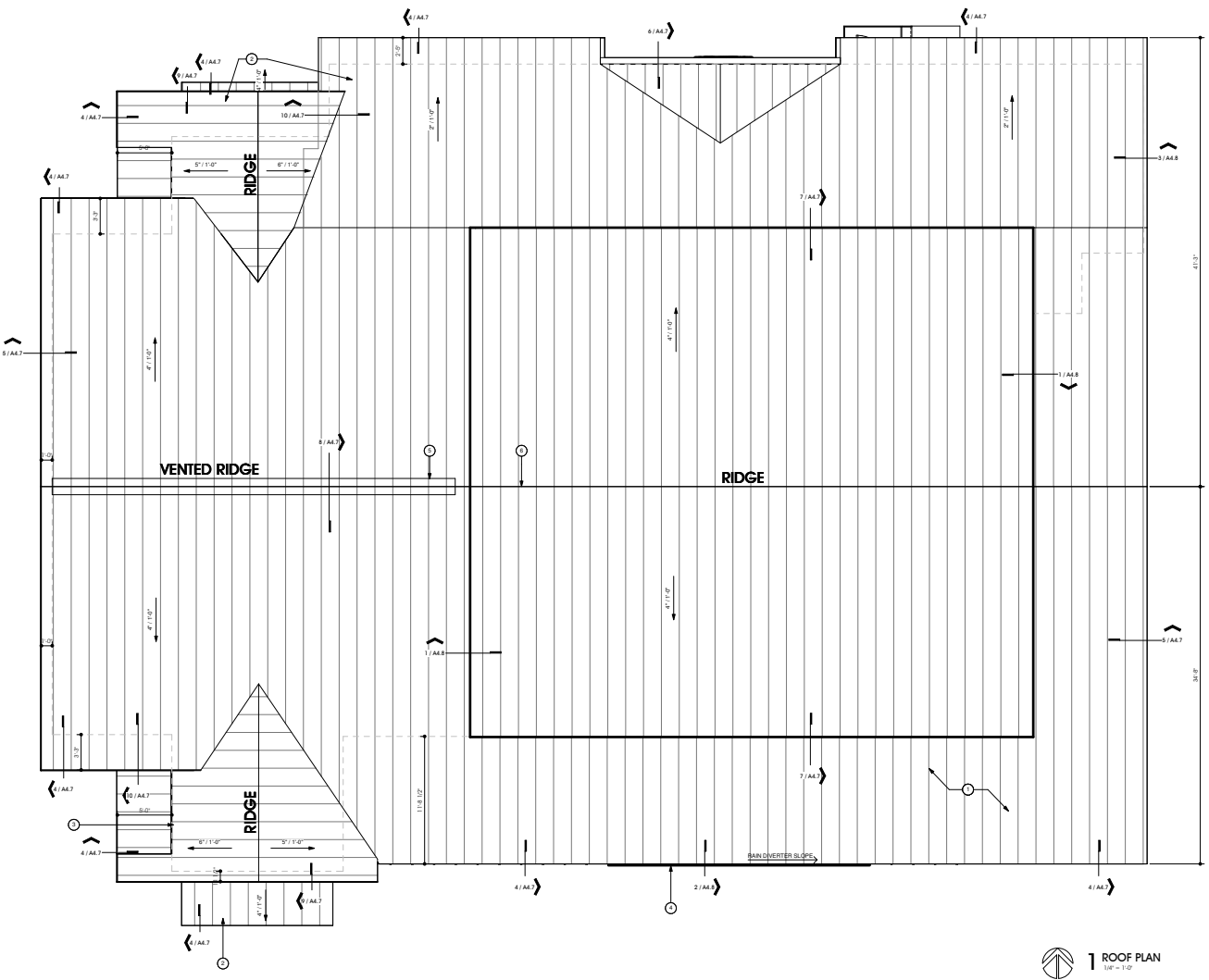
NO.	REVISION	DATE

CITY OF FAIR OAKS RANCH  
 FAIR OAKS RANCH COMMUNITY CENTER  
 FAIR OAKS RANCH, TEXAS

ROOF PLAN

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A2.4



- KEYNOTES**
1. STANDING SEAM METAL ROOF, RE. DETAILS
  2. ROOF BY STANDING SEAM METAL ROOF & BRACKET SUPPORTS, RE. STRUCT.
  3. LINE OF BUILDING PERIMETER BELOW
  4. WATER OVERLET @ EDGE BTWN COL. GRID 3 & 5
  5. RIDGE VENT, RE. 4/A4.7
  6. RIDGE CAP (NON VENTED)

1 ROOF PLAN  
 1/4" = 1'-0"



Project No. 23013  
 Date: 11/12/2024

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 PREPARED FOR REVIEW PURPOSES  
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 HERRERA & LOPEZ  
 REGISTERED ARCHITECTS (P. 6343)

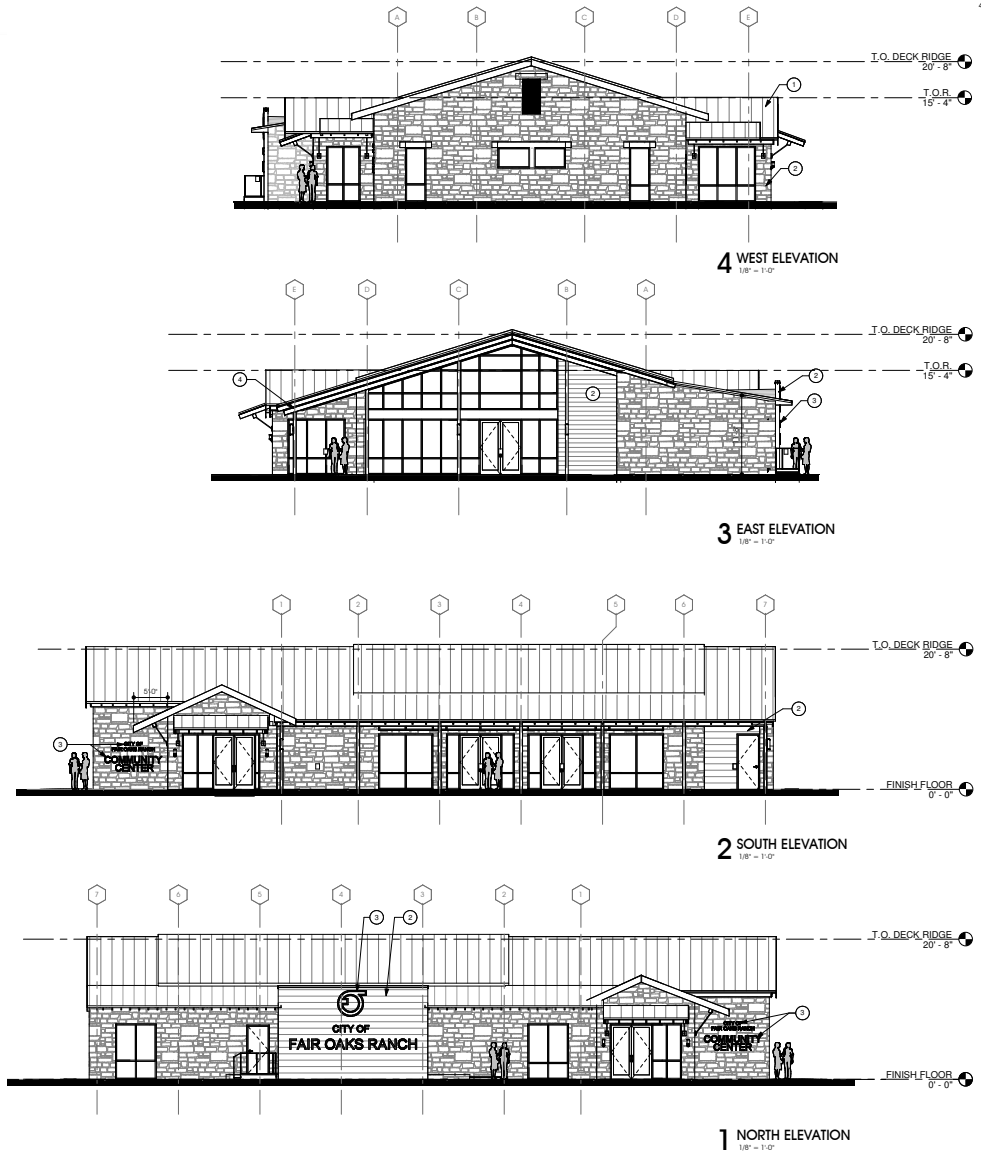
NO.	REVISION	DATE

CITY OF FAIR OAKS RANCH  
 FAIR OAKS RANCH COMMUNITY CENTER  
 FAIR OAKS RANCH, TEXAS

BUILDING ELEVATIONS

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 City of Fair Oaks Ranch, 201 San Antonio,  
 San Antonio, Texas 78205. The  
 information is provided for the  
 purpose of providing information to the  
 public and is not intended to be used for  
 any other purpose. The information is  
 provided for informational purposes only.  
 Information is not intended to be used for  
 any other purpose.

A3.1



- KEYNOTES**
- 1 PREFINISHED STANDING METAL ROOF SYSTEM
  - 2 METAL PANEL, REFER TO MATERIAL LEGEND A5.1
  - 3 1" THICK CASI BRONZE LETTER, 1/4" OFFSET FROM FACE OF MASONRY, RE. ELEV.
  - 4 EXPOSED STRUCTURAL STEEL, PAINT





Project No. 23813  
 Date: 11/12/2024

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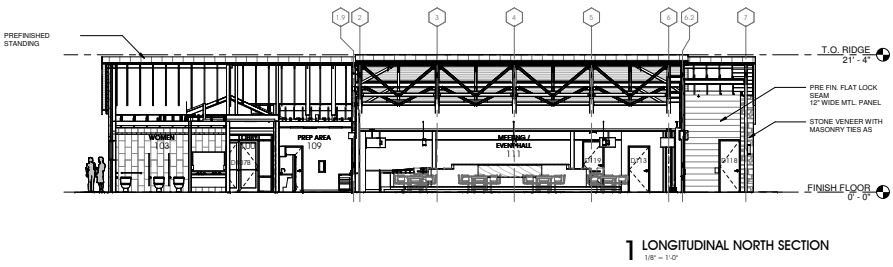
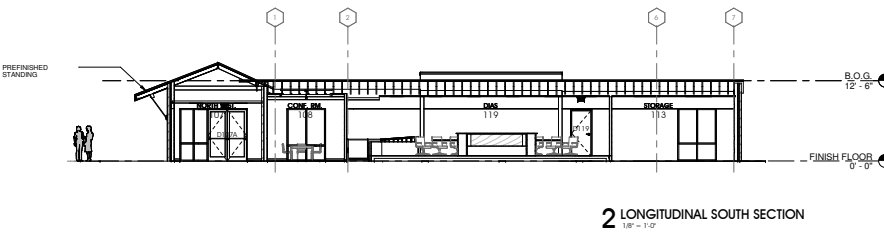
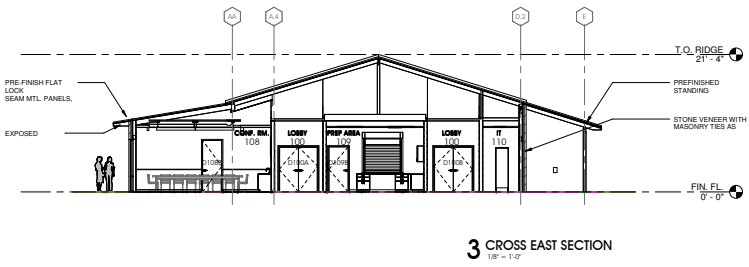
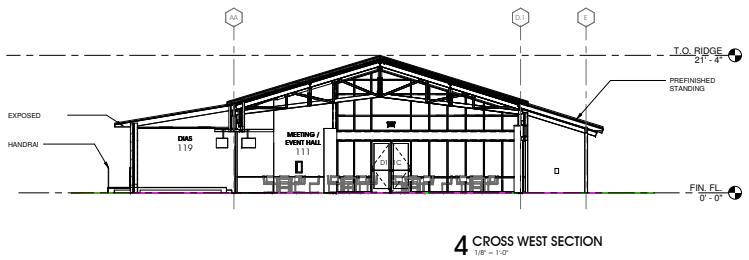
NO. REVISION DATE

CITY OF FAIR OAKS RANCH  
 FAIR OAKS RANCH COMMUNITY CENTER  
 FAIR OAKS RANCH, TEXAS

BUILDING SECTIONS

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A4.1





Project No. 23013  
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 HENRI & LINDY ARCHITECTURE #10025

NO. REVISION DATE

CITY OF FAIR OAKS RANCH  
 FAIR OAKS RANCH COMMUNITY CENTER  
 FAIR OAKS RANCH, TEXAS

FINISH FLOOR PLAN  
 A5.1

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ROOM FINISH SCHEDULE										
ROOM NUMBER	ROOM NAME	FLOOR FINISH	BASE FINISH	CEILING			CEILING FINISH	CEILING HEIGHT	NOTES	
				NORTH	SOUTH	EAST				WEST
100	LOBBY	F-1A LVT	WB	PF-1	PF-1	PF-2	PF-1	GYP-1	11'-0"	
101	SOUTH VEST.	F-1A LVT	RB	PF-1	PF-1	PF-1	PF-1	SAT-1	8'-0"	
102	OFFICE	F-1B CPT	RB	PF-1	PF-1	PF-1	PF-2	GYP-1	10'-0"	
103	WOMEN	F-1C PT	CTB	PF-1	PF-1	PF-1	PF-1	GYP-1	10'-0"	QUARTZ COUNTER TOP
104	MEN	F-1C PT	CTB	PF-1	PF-1	PF-1	PF-1	GYP-1	10'-0"	QUARTZ COUNTER TOP
105	JAN.	F-1D SC	RB	PF-1	PF-1	PF-1	PF-1	SAT-1	10'-0"	
106	STORAGE	F-1E VCT	RB	PF-1	PF-1	PF-1	PF-1	SAT-1	10'-0"	
107	NORTH VEST.	F-1A LVT	RB	PF-1	PF-1	PF-1	PF-1	GYP-1	8'-0"	
108	CONF. RM.	F-1B CPT	RB	PF-2	PF-1	PF-1	PF-1	GYP/SAT	11'-0"	PLAM ON COUNTERTOP & CABINETS
109	PREP AREA	F-1C PT	CTB	PF-1	PF-1	PF-1	PF-2	SAT-1	10'-0"	PLAM ON COUNTERTOP & CABINETS
110	R	F-1E VCT	RB	PF-1	PF-1	PF-1	PF-1	SAT-1	10'-0"	PLAM ON COUNTERTOP & CABINETS
111	MEETING / EVENT HALL	F-1A LVT	WB	PF-1	PF-1	PF-1	PF-3	N/A		
112	STORAGE	F-1E VCT	RB	PF-1	PF-1	PF-1	PF-1	SAT-1	10'-0"	
118	STORAGE	F-1D SC	RB	PF-1	PF-1	PF-1	PF-1	SAT-1		
119	DIAS	F-1A LVT	WB	PF-1	PF-1	PF-1	PF-1	GYP/SAT	10'-0"	

FINISH LEGEND

**FLOOR**  
 F-1A LVT LUXURY VINYL TILE  
 F-1B CPT CARPET TILE  
 F-1D SC DAL TILE GARGWOOD / PORCELAIN (12"x12") WOOD LOOK PORCELAIN TILE / COLOR: ELM  
 GWOB SEALED CONCRETE  
 F-1E VCT VCT

**BASE**  
 RB RUBBER  
 CTB TILE BASE  
 WB WOOD BASE  
 WEATHERED SW 3134-8 TEAK

**CEILING**  
 GYP-1 PAINTED GYPSUM BOARD  
 SAT-1 SUSPENDED ACOUSTIC TILE

**WALL**  
 PF-1 PAINTED WALL (FIELD)  
 PF-2 PAINTED WALL (ACCENT 1)  
 PF-3 PAINTED WALL (ACCENT 2)  
 W-1 PORCELAIN TILE WALL  
 W-2 PORCELAIN ACCENT TILE  
 W-3 STONE VENEER WALL  
 W-4 METAL PANEL

**BASE AND UPPER CABINET - COUNTERTOP PLASTIC LAMINATE**  
 PL-1 REPPRODUCE R0507-60 (BASE AND UPPER CABINETS)  
 PL-2 WILSONART WILSONART (COUNTERTOP)  
 SHADOW ZEPHYR 482-60

**QUARTZ FOR RESTROOM COUNTERTOPS**  
 DAL TILE ONE QUARTZ SURFACE  
 MONOCHROMATIC LOOK, COLOR: WHITE ICE N030

**TOILET PARTITIONS**  
 TP SCRANTON  
 STAINLESS STEEL TOILET PARTITION

**MANUF. / PATTERN / SIZE / COLOR**  
 MOHAWK GROUP / LIVING LOCAL COLLECTION / COLOR: B2 TAN TONE  
 MOHAWK GROUP / ORNAMENTAL GRAN / COLOR: TRU GLAZES  
 TARKETT VCT FLOORING / COLOR: STARRY NIGHT 320  
 MOHAWK GP. / COLOR: 955 SMOKE / 4" WITH COVE  
 DALTILE / COVE BASE / SIZE: T80  
 4" WOOD BASE / 3/4" 4" BASE (STAR) / ARII CUSTOM GRADE STRAIGHT GRAINED  
 VENEER PLYWOOD W/ STAINED FINISH  
 ARMSTRONG / 24"x24" / WHITE  
 SW 704 DREAM WHITE SHERWIN WILLIAMS  
 SW 952 LET IT RAIN SHERWIN WILLIAMS  
 SW 702 SHERWIN WILLIAMS  
 SW 703 SHERWIN WILLIAMS  
 DAL TILE / PORCELAIN / 4" x 4" / COLOR: IRISLAND NINA MATTE / (FOR BOTH RESTROOMS)  
 MEN AND WOMENS RESTROOM  
 LOBBY ENTRANCE WALL, STONE VENEER WALL PANELS  
 EXTERIOR WALL PANEL AT STORAGE WALL, DASH AREA AND FIRE RISER

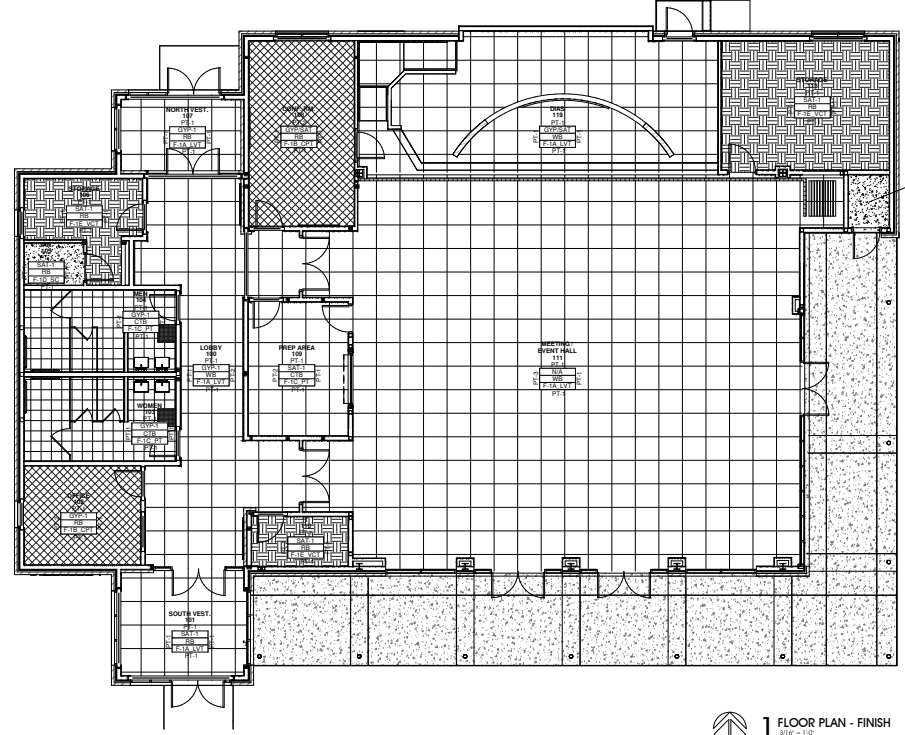
GENERAL NOTES:  
 1. ALL INTERIOR FINISH MATERIALS SHALL BE CLASS C IN ACCORDANCE WITH IRC TABLE B01.13

ROOM FINISH TAG KEY



FINISH LEGEND

- ▣ CPT (CARPET)
- ▣ FT (PORCELAIN TILE)
- ▣ LVT (LUXURY VINYL TILE)
- ▣ SC (SEALED CONCRETE)
- ▣ VCT (VINYL COMPOSITION TILE)
- ▣ FT ACCENT (PORCELAIN TILE)



1 FLOOR PLAN - FINISH  
 1/12/2024



Project No. 23013  
Date: 06/06/2024

NOT FOR BIDDING, PERMIT OR CONSTRUCTION

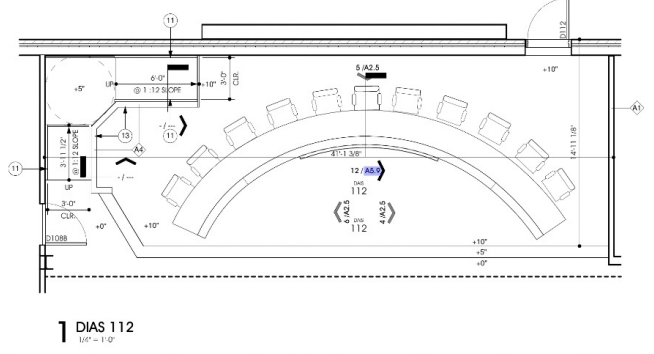
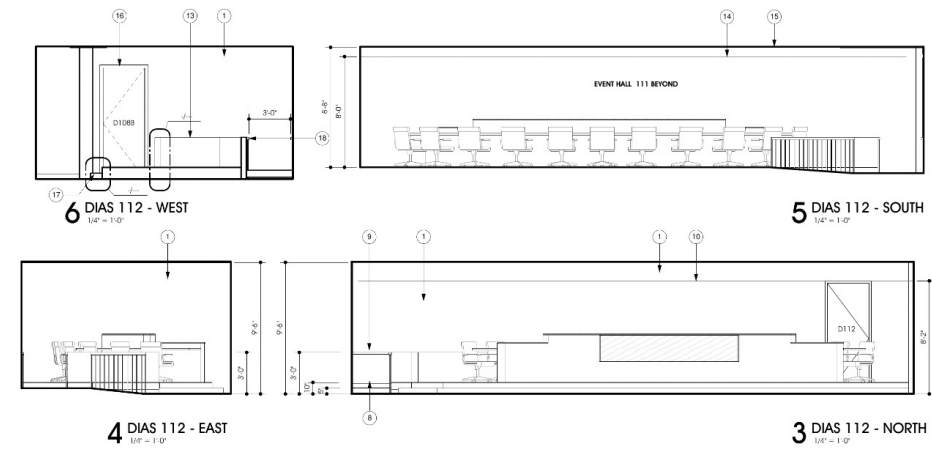
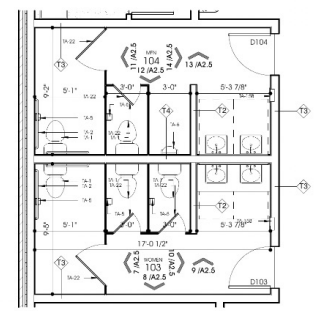
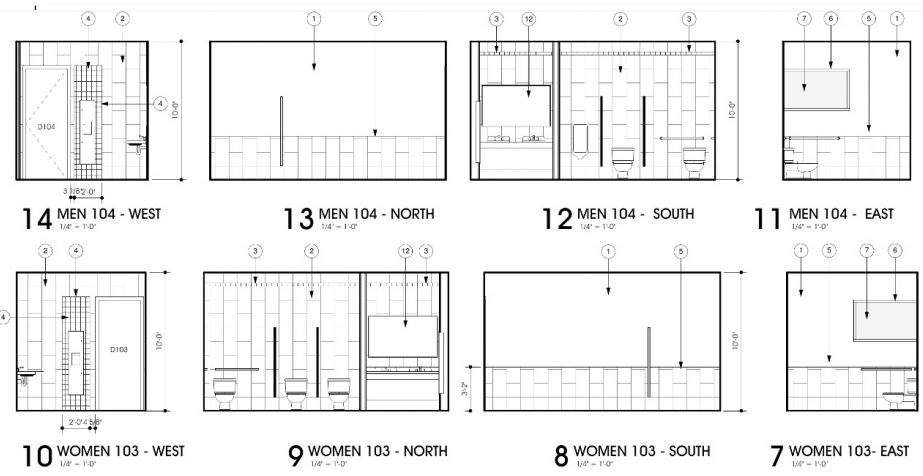
NO. REVISION DATE

NEW COMMUNITY CENTER FOR  
CITY OF FAIR OAKS RANCH  
FAIR OAKS RANCH, TEXAS

ENLARGED PLANS

The record copy of this drawing is to be filed in the City of Fair Oaks Ranch, Texas 78150. This document is prepared for the project of the City of Fair Oaks Ranch, Texas. The project manager shall be responsible for the accuracy of the information and data on the site and all other plans.

A2.5



# AGENDA

- Review of Bidding/Construction Set
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Off White Color Walls & Stained Wood Doors, Door Frames and Base

Walls & Door Frames



Luxury Vinyl Slats (Wood "Look")



Color & Style as Selected by Owner



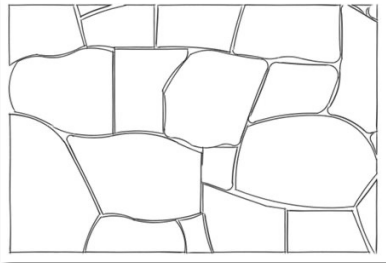
Walls & Door Frames



Main Floor Finish

# AGENDA

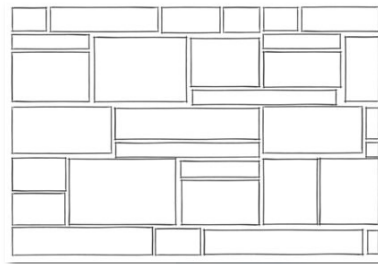
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Mosaic Veneer



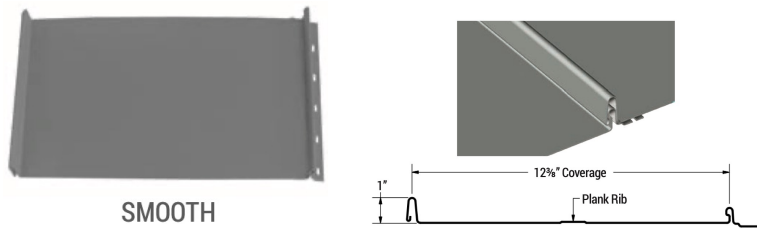
Existing Stone



Square Veneer



Stone Veneer Options

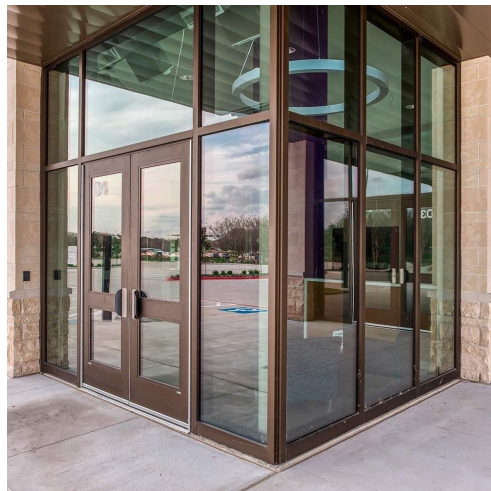


SMOOTH

Roof: Standing Seam Metal



Galvalume



Aluminum Storefronts



Existing Metal Roofs



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## Project Production Schedule

November 12, 2024	100% Complete Plan & Specifications for Bidding
January 16, 2025	Council Meeting Presentation
February 25	Pre-Bid Meeting at Site with Bidders
March 20	Receive Bids from General Contractors
April 3	City Negotiates Contract with Selected GC
April 17	City Council Approval and Contract award
May 12	Begin Construction
(12 months)	Estimated Duration of Construction
May 8, 2026	Substantial Completion (Estimate)
30 Days after SC	Owner Move-in (Estimate)

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## 2023 SD Phase OPCC – New Construction

**Building & Site Dev Costs:** 5,331 SF \$425/SF: **\$2,256,675**  
( For the Initial Scheme)

Potential Added Costs: Owner requested changes from the initial design will affect the costs of construction due to the following modification.

- **Building Massing:** Initial structure was designed with value in mind, utilizing a split shed roof for the Event space. This single ridge line allowed for a long-shed roof from west to east, creating a large volume over the Event Center while allowing other areas to remain at standard roof heights. These other functions utilized low economical flat roofs tucked into the large volume.
- **New Massing & Roof Areas:** Large expanse of gable roof from end to end will require a larger area of standing seam metal roof, creates more spatial volume over lobby, and support spaces that were formerly low volumes with flat roofs.
- **Removal of cost-effective flat roofs in shorter support spaces.**
- **Added Exterior Masonry Veneer:** New design removed large areas of stucco and metal panels and replace with masonry stone veneer requiring additional linear feet of masonry lug at the foundation perimeter.

## 2024 90% CD Phase OPCC – New Construction

**Building & Site Dev Costs:** Breakdown in CSI Divisions on Following page

# 95% CD Phase OPCC - New Const. for 5,331 s.f.

- OPPC #1 – SWATT GROUP  
**\$460/sf**
- OPPC #2 – JARIK BUILDERS  
**\$450/sf**



**JARIK BUILDERS**

ATTN: Lopez Salaz Architects  
 PROJECT: Fair Oaks Ranch Community Center  
 DATE: November 11, 2024  
 PLANS: Interim Review Set 10/11/24

### PROJECT ANALYSIS


\*\*THIS ANALYSIS IS NOT FOR BID PURPOSES AND IS NOT A BINDING AGREEMENT\*\*

Please see the following project allowances for main construction items. If you have any questions, please contact Erik Huedephol.

- Sitework & Demolition: \$140,000
- Building Pad / Foundation: \$180,000
- Framing / Trusses: \$325,000
- MEP: \$285,000
- Window/Door Glass package: \$180,000
- Landscaping: \$100,000
- Based on 5,130sf

**Estimated Contract Amount: \$2,400,000.00**

Erik Huedephol  
 JARIK Builders



COMMERCIAL GENERAL CONTRACTORS

408 Morrow Street, Suite 100  
 Austin, TX 78702  
 Office: (512) 238-4400  
 Email: info@swattsgroup.com  
 www.swattsgroup.com

## PROPOSAL

**PROJECT:** Fair Oaks Ranch Community Center (ROM)  
**ADDRESS:** Fair Oaks Ranch Texas  
**SUITE:** Suite  
**RF#:** 5.811  
**DATE:** 11/11/2024

**REVISION:** 1

GENERAL REQUIREMENTS			
PROJECT MANAGEMENT	\$	157,513	\$ 29.55
FIELD SUPERVISION	\$	25,478	\$ 4.78
PROJECT COORDINATOR	\$	70,400	\$ 13.21
PERMITS AND FEES	\$	22,282	\$ 4.18
TEMPORARY PROTECTION & IN PROGRESS CLEANING	\$	NIC	
DUMPSTERS	\$	7,200	\$ 1.35
FINAL CLEANING	\$	1,333	\$ 0.25
INSURANCE	\$	1,386	\$ 0.26
BUILDER'S RISK INSURANCE	\$	24,520	\$ 4.60
PAYMENT & PERFORMANCE BOND	\$	NIC	
PRINTING & EXPEDITING	\$	NIC	
TEMPORARY SANITARY FACILITIES	\$	750	\$ 0.14
MISCELLANEOUS	\$	4,039	\$ 0.76
	\$	125	\$ 0.02
<b>EARTHWORK</b>			
SITE LOGISTICS	\$	408,600	\$ 76.82
SITE WORK	\$	37,750	\$ 7.09
EROSION CONTROL	\$	213,166	\$ 39.99
SITE UTILITIES	\$	11,420	\$ 2.14
STRIPING & PARKING ACCESSORIES	\$	75,360	\$ 14.14
LANDSCAPING & IRRIGATION	\$	5,600	\$ 1.05
	\$	65,305	\$ 12.25
<b>CONCRETE</b>			
CONCRETE	\$	171,345	\$ 35.89
	\$	191,245	\$ 35.89
<b>STRUCTURAL &amp; MISCELLANEOUS METALS</b>			
UNIT MASONRY	\$	50,000	\$ 9.38
	\$	260,300	\$ 48.98
<b>WOODWORK &amp; MILLWORK</b>			
STRUCTURAL STEEL	\$	172,300	\$ 32.32
ERECTOR	\$	88,000	\$ 16.51
ROUGH CARPENTRY	\$	115,723	\$ 21.72
MILLWORK	\$	290,500	\$ 54.49
	\$	24,645	\$ 4.62
<b>THERMAL &amp; MOISTURE PROTECTION</b>			
ROOFING	\$	130,450	\$ 24.47
	\$	130,450	\$ 24.47
<b>DOORS &amp; WINDOWS</b>			
HOLLOW METAL DOORS & FRAMES	\$	91,150	\$ 17.11
INTERIOR DOORS	\$	4,125	\$ 0.77
FINISH HARDWARE	\$	15,425	\$ 2.89
GLASS & GLAZING	\$	7,140	\$ 1.34
	\$	64,500	\$ 12.10
<b>FINISHES</b>			
DRYWALL PARTITIONS	\$	160,757	\$ 30.16
ACOUSTIC CEILING AND TILE	\$	59,880	\$ 11.23
PAINT & WALLCOVERING	\$	12,469	\$ 2.34
CERAMIC TILE & STONE	\$	33,240	\$ 6.24
FLOORING & BASE	\$	9,625	\$ 1.81
SEALED CONCRETE	\$	42,862	\$ 8.04
	\$	2,682	\$ 0.50
<b>SPECIALTIES</b>			
TOILET PARTITIONS & ACCESSORIES	\$	101,600	\$ 1.91
	\$	101,600	\$ 1.91
<b>MECHANICAL &amp; FIRE SPRINKLER</b>			
MECHANICAL	\$	329,193	\$ 61.75
PLUMBING	\$	159,099	\$ 29.84
FIRE SPRINKLER	\$	131,444	\$ 24.66
	\$	38,650	\$ 7.25
<b>ELECTRICAL</b>			
ELECTRICAL & LIGHTING	\$	274,705	\$ 51.70
FIRE ALARM	\$	262,004	\$ 48.15
	\$	16,260	\$ 3.05
<b>SUBTOTAL</b>			
GENERAL CONTRACTOR FEES	\$	2,382,922	\$ 44.88
	\$	71,488	\$ 13.41
<b>TOTAL CONSTRUCTION COSTS</b>			
	\$	2,454,410	\$ 462.40

1 of 1

# AGENDA

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# Comparable Projects/Costs

Project: Leander Senior Center                      Price/Date: \$8,800,000 / April 2024  
 Area: 10,000 SF                                              Price/SF: \$450/SF

- Conventional steel framing: Conference Center, Office, support spaces

Project: City of Castroville Community Ctr Price/Date: \$2,9760,480 / June 2024  
 Area: 6,360 SF                                              Price/SF: \$468/SF

- Wood framing: Small Retail space, Office, support spaces and drive through lane

Project: Bulverde Orthodontist Office              Price/Date: \$2,150,000 / March 2024  
 Area: 5,000 SF                                              Price/SF: \$430/SF

- Wood framing: fully built interior offices, exam rooms and support spaces

Project: Burnett City Hall, Burnett, Tx              Price/Date: \$7,300,000 / Jan 2024  
 Area: 16,000 SF                                              Price/SF: \$456/SF

- Conventional steel framing: Conference Room, Offices, support spaces

Project: HTeaO Alamo Heights                      Price/Date: \$1,230,000 / June 2024  
 Area: 2,050 SF                                              Price/SF: \$600/SF

- Wood framing: Small Retail space, Office, support spaces and drive through lane

## Comparable Projects/Costs

Project: Bulverde Police HQ                      Price/Date: \$4,670,832 / April 2022  
 Area: 13,578 SF (2<sup>nd</sup> Floor unfinished)      Price/SF: \$344/SF  
 • PEMB: Police Headquarters, Offices, cells, conference area, community room & Gym/Lockers

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Project: College Station Health Clinic          Price/Date: \$5,000,000 / Feb 2023  
 Area: 12,000 SF                                      Price/SF: \$416/SF  
 • Wood Frame with limestone and stucco exteriors; exam room and offices

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Project: Kerrville PSHQ Building                Price/Date: \$38,740,538 / March 2024  
 Area: 67,000 SF                                      Price/SF: \$578/SF  
 • Tilt-up Concrete Panels/Interior Steel Framing: Police Department, Fire Department and Municipal Court

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Project: Leander Office Building                Price/Date: \$4,250,000 / May 2024  
 Area: 10,000 SF                                      Price/SF: \$425/SF  
 • Conventional steel framing: 5 Office Suites with on site parking

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Project: City of Fredericksburg PSH            Price/Date: \$28,192,210 / August 2022  
 Area: 42,360 SF                                      Price/SF: \$450/SF  
 • Conventional steel framing: Police Department, Fire Department and Municipal Court

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# Alternates

1.- SEALED CONCRETE IN EVENT CENTER			
3,770	BASE BID: Floor finish as shown on plans.	\$14.00 per s.f. =	\$52,780.00
3770	ALTERNATE: Provide price for sealed concrete in the Event Center in lieu of the Luxury Vinyl tile flooring as shown on plans.	\$11.00 per s.f. =	\$41,470.00
<b>Subtotal</b>			<b>\$11,310.00</b>
2.- MOVABLE PARTITION			
1	BASE BID: Partition as shown on plans. Price from DEA is \$41,700 x 25% OH&P =	\$1.00	\$52,125.00
<b>Subtotal</b>			<b>\$52,125.00</b>
3.- STANDING SEAM METAL ROOF			
8133	BASE BID: Standing Seam Metal Roof as shown on Plans	\$14.00 per s.f. =	\$113,862.00
8133	ALTERNATE: Provide price for using to Architectural Grade Composite Shingles in lieu of standing seam metal roof shown	\$10.00 per s.f. =	\$81,330.00
<b>Subtotal</b>			<b>\$32,532.00</b>
4.- PLASTER ( 3 COAT)			
2488	BASE BID: Exterior Wall Limestone Veneer as shown on Plans	\$29.00	\$72,152.00
2,488	ALTERNATE: Replace stone veneer shown on Exterior Elevations with exterior 3-coat plaster.	\$15 each	\$37,320.00
<b>Subtotal</b>			<b>\$34,832.00</b>
5.- REMOVAL OF OUTDOOR SEATING AREA			
24	Base Bid: Limestone butter blocks, 2 ft X 2 ft X 4ft	\$600.00 unit	\$14,400.00
	Alternate: Mulch and decomposed granite as shown on Site Plan and Landscape Drawings		
<b>Subtotal</b>			<b>\$14,400.00</b>
<b>COST SAVING TOTAL</b>			<b>Grand Total \$133,889.00</b>

## Next Steps

### Our next steps will include:

- After City Council update: City to publish Bidding Documents and Bid Date.
- Prepare Contract Documents for Bidding, reach out to the GC Community to develop interest in your project.
- Perform a Pre-Bid Conference on site with all interested Bidders.
- Assist the City with review of Bids and provide a "Best Value" recommendation for a General Contractor.
- After Council approval, set up a Pre-Construction Meeting with GC and major Subs.

# Thank You

LOPEZ SALAS ARCHITECTS, INC.



# Additional Information to have on-hand







# May 3, 2025 City Election

Christina Picioccio  
City Secretary, TRMC



# Places Open For Election

PLACE	COUNCIL MEMBER	TERM	CONTINUING SERVICE ELIGIBILITY
3	RUBEN J. OLVERA	2025-2028	YES
4	LAURA KOERNER	2025-2028	NO
5	SCOTT PARKER	2025-2028	YES





# General Election

Filing Period	Jan 15th – Feb 14th
Order Election	Feb 6th
Cancellation of General Election if No Candidate Opposed	Feb 21st
Early Voting Period	April 21st – April 29th
Election Day	May 3rd
Canvass Period	May 6th – May 14th
Special Meeting to Canvass Election	May 12th
Oath of Office/Council Members Assume Duty	May 15th



# *Questions?*