



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

Thursday, May 16, 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>

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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. Swearing in of elected officials: Gregory C. Maxton, Mayor and Emily Stroup, Council Member Place 1.

Laura Koerner, Mayor Pro Tem

5. Public Works Week Proclamation.

Gregory C. Maxton, Mayor

### **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 April 9, 2024 Town Hall meeting minutes.

Christina Picioccio, TRMC, City Secretary

7. Approval of the May 2, 2024 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

8. Approval of the second reading of an ordinance amending Ordinance 2018-03 by removing the real property ownership requirement in Section 1 Planning and Zoning Commission, Item #3; and providing an effective date.

Christina Picioccio, TRMC, City Secretary

- [9.](#) Approval of a resolution amending Resolution 2024-15 by removing the real property ownership requirement in Section 2.0 Creation and Membership, line 2.2; and providing an effective date.

Christina Picioccio, TRMC, City Secretary

- [10.](#) Approval of a resolution authorizing the execution of an agreement with Intermountain Slurry Seal, Inc. for micro-surfacing.

Clayton Hoelscher, Procurement Manager

- [11.](#) Approval of a resolution authorizing the execution of an agreement with Pavement Restoration, Inc. for asphalt rejuvenator.

Clayton Hoelscher, Procurement Manager

- [12.](#) Approval of Council Member Stroup's absence from the April 18, 2024 Regular City Council meeting.

Emily Stroup, Council Member Place 1

### CONSIDERATION/DISCUSSION ITEMS

- [13.](#) Consideration and possible action electing a Council Member to serve as Mayor Pro Tem at the first regular City Council meeting following each regular city election.

Gregory C. Maxton, Mayor

- [14.](#) Consideration and possible action approving a resolution authorizing the execution of an agreement with E-Z Bel Construction, LLC for the Tivoli Way Drainage Improvements Project.

Clayton Hoelscher, Procurement Manager

- [15.](#) Consideration and possible action approving the first reading of an ordinance establishing stop signs at various intersections within the corporate limits of the City and authorizing the codification of street stop and yield signs in Chapter 12 of the City's Code of Ordinances.

Tim Moring, Chief of Police

- [16.](#) Consideration and possible action approving a resolution authorizing execution of an agreement for design services of a Gateway Feature, expenditure of the required funds, and execution of all applicable documents by the City Manager and directing the City Manager to submit a grant application to the Municipal Development District.

Laura Koerner, Mayor Pro Tem Place 5  
Scott Parker, Council Member Place 4

### WORKSHOP

- [17.](#) FY 2025-29 Five-Year Financial Plan.

Summer Fleming, Director of Finance

- [18.](#) Compensation Plan.

Joanna Merrill, IPMA-SCP, Director of HR & Communications

**REPORTS FROM STAFF AND COMMITTEES**

- [19.](#) 2024 Boards and Commissions.

Christina Picioccio, TRMC, City Secretary

**REQUESTS AND ANNOUNCEMENTS**

20. Announcements and reports by Mayor and Council Members.
21. Announcements by the City Manager.
22. Requests by Mayor and Council Members that items be placed on a future City Council agenda.

**CONVENE INTO EXECUTIVE SESSION**

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

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

23. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.
24. 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)**

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

**RECONVENE INTO OPEN SESSION**

*Discussion and possible action on items discussed in Executive Session.*

**ADJOURNMENT**

**Signature of Agenda Approval:** s/Scott Huizenga

Scott Huizenga, ICMA-CM, City Manager

I, Christina Picioccio, TRMC, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the City’s website [www.fairoaksranchtx.org](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, May 13, 2024 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).



*Proclamation*  
*The City of Fair Oaks Ranch*  
*Office of the Mayor*

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Fair Oaks Ranch; and,

**WHEREAS**, these services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees who are responsible for building, improving and protecting our City’s roads, water supply, wastewater systems, public buildings, and other facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens in the City of Fair Oaks Ranch to gain knowledge, interest and understanding of the importance of public works and public works programs in our community; and,

**WHEREAS**, the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association, and,

**WHEREAS**, the dedicated individuals who staff our public works department are materially influenced by the people’s attitude and understanding of the importance of the work they perform.

**NOW, THEREFORE**, I, Gregory C. Maxton, Mayor of the City of Fair Oaks Ranch, do hereby designate the week May 19 – 25, 2024 as Public Works Week. I urge all citizens to join me in recognizing our public works professionals for the substantial contributions they make to protecting our health, safety, and quality of life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Fair Oaks Ranch to be affixed this 2<sup>nd</sup> day of May, 2024.

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

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

**CITY OF FAIR OAKS RANCH  
TOWN HALL MINUTES  
April 9, 2024, 6:30 PM  
Spring Creek United Methodist Church  
9200 Dietz Elkhorn Road  
Fair Oaks Ranch, TX 78015**

A Town Hall meeting regarding the Bond Election for Major Roadway Improvements and the Street Maintenance Sales Tax Renewal Election was held at the Spring Creek United Methodist Church.

The following Council Members were present: Mayor Gregory C. Maxton, and Council Members: Emily Stroup, Keith Rhoden, Ruben Olvera, Laura Koerner, and Scott Parker.

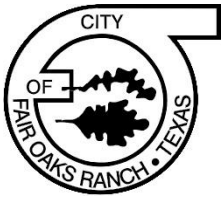
No discussion or action occurred.

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Gregory C. Maxton, Mayor

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Christina Picioccio, TRMC, City Secretary



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

Thursday, May 02, 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>

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## MINUTES

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### OPEN MEETING

1. **Roll Call - Declaration of a Quorum**

Council Present: Mayor Maxton and Council Members: Stroup, Rhoden, Olvera, Koerner, Parker, and Muenchow

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** – None.

### PRESENTATIONS

4. **Municipal Clerks Week Proclamation.**

Gregory C. Maxton, Mayor, presented a proclamation honoring Municipal Clerks Week.

5. **Police Week and Peace Officers Memorial Day Proclamation.**

Gregory C. Maxton, Mayor, presented a proclamation honoring Police Week and Peace Officers Memorial Day.

6. **Presentation of a 5-Year Service Award to: Clifford McClendon, Custodian-Maintenance Worker; Eddie Merrill, Police Officer.**

Joanna Merrill, IPMA-SCP, Director of HR and Communications, presented 5-Year Service Awards to Clifford McClendon, Custodian-Maintenance Worker and Eddie Merrill, Police Officer.

### CONSENT AGENDA

7. **Approval of the April 18, 2024 Regular City Council meeting minutes.**

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

VOTE: 7 - 0; Motion Passed.

**CONSIDERATION/DISCUSSION ITEMS**

**8. Consideration and possible action approving a resolution authorizing the establishment of a Tree Mitigation Fund and the creation of an Oak Wilt Program.**

MOTION: Made by Council Member Stroup, seconded by Council Member Koerner, to approve a resolution authorizing the establishment of a Tree Mitigation Fund and the creation of an Oak Wilt Program.

VOTE: 7 - 0; Motion Passed.

**9. Consideration and possible action to approve the first reading of an ordinance amending Ordinance 2018-03 by removing the real property ownership requirement in Section 1 Planning and Zoning Commission, Item #3; and providing an effective date.**

MOTION: Made by Council Member Muenchow, seconded by Council Member Koener, to approve the first reading of an ordinance amending Ordinance 2018-03 by removing the real property ownership requirement in Section 1 Planning and Zoning Commission, Item #3; and providing an effective date.

VOTE: 7 - 0; Motion Passed.

**WORKSHOP**

**10. Traffic Safety Committee.**

Laura Koerner, Council Member Place 4, led a discussion regarding a Traffic Safety Committee. Council agreed to create this committee and Council Member Koerner will work with staff to bring an ordinance to Council at a future meeting.

**REPORTS FROM STAFF AND COMMITTEES**

**11. Quarterly Financial and Investment Report for the Quarter Ended March 31, 2024**

Summer Fleming, Director of Finance, provided to Council the Quarterly Financial and Investment Report for the Quarter Ended March 31, 2024.

**REQUESTS AND ANNOUNCEMENTS**

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

Council Member Stroup reminded everyone that Election Day is Saturday, May 4, 2024 and that all Fair Oaks Ranch registered voters can cast their ballot in the Public Safety Training Room of the Police Station from 7:00 AM – 7:00 PM.

**13. Announcements by the City Manager.**

N/A

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

N/A

**CONVENE INTO EXECUTIVE SESSION**

City Council did not convene into 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:

- 15. To receive legal advice from Special Counsel and the City Attorney regarding the City’s ground water rights.**
- 16. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.**
- 17. 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)**

- 18. 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**

N/A

**ADJOURNMENT**

Mayor Maxton adjourned the meeting at 7:14 PM.

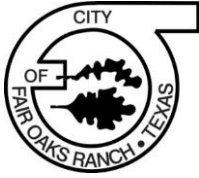
ATTEST:

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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 Ordinance 2018-03 by removing the real property ownership requirement in Section 1 Planning and Zoning Commission, Item #3; and providing an effective date.

DATE: May 16, 2024

DEPARTMENT: City Secretary

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

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**INTRODUCTION/BACKGROUND:**

At the March 21, 2024 City Council meeting, City Council approved the Planning & Zoning Commission's recommended changes to modify the language in its Rules of Procedure. Specifically, the Council changed Rule 2.2 by removing the staggered start up terms language necessary at the creation of the Commission and Rule 10.3 by removing the requirement for City Council ratification of changing commission meeting dates or times. During that discussion Council Member Koerner requested additional background information regarding Rule 2.2 language which requires that commission members be real property owners.

At the April 4, 2024 City Council meeting, staff confirmed Ordinance 2018-03 establishing the P&Z Commission and Resolution 2024-15 amending the P&Z Rules of Procedure contained the same language. Staff further:

1. Noted that no record was found explaining why there is a requirement to be a "real property owner."
2. Noted that research found such a condition is not a requirement under the City's Charter nor in Local Government Code 211.007.
3. Provided City Council with a report of P&Z membership requirements from various cities.

To allow non-property-owning city residents the ability to participate on the P&Z Commission, City Council directed staff to amend Ordinance 2018-03 (attached **Exhibit A.**)

City Council approved the first reading of this ordinance at the May 2, 2024 City Council meeting.

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

To allow all city residents the ability to participate on the P&Z Commission.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A

**LEGAL ANALYSIS:**

Ordinance approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item - I move to approve the second reading of an ordinance amending Ordinance 2018-03 by removing the real property ownership requirement in Section 1 Planning and Zoning Commission, Item #3; and providing an effective date.

**AN ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING ORDINANCE 2018-03 BY REMOVING THE REAL PROPERTY OWNERSHIP REQUIREMENT IN SECTION 1 PLANNING AND ZONING COMMISSION, ITEM #3; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, pursuant to the review of recommended amendments to the Planning and Zoning Rules of Procedure at the March 21, 2024 City Council meeting, the City Council requested that staff research Rule 2.2 which states that Commissioners be real property owners, and,

**WHEREAS**, at the April 4, 2024 Council Meeting, staff reported that this requirement was consistent with Ordinance 2018-03, establishing the Planning & Zoning Commission, Sec. 1 (3) which states “Members serve at the will of the City Council and shall be resident citizens, real property owners, and qualified voters of the City of Fair Oaks Ranch”, and,

**WHEREAS**, this condition is not a requirement under Local Government Code Sec. 211.007, the code which establishes the municipal regulatory authority in the creation of a zoning commission, and,

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Fair Oaks Ranch, Texas to remove the requirement of real property ownership.

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

**Section 1.** Ordinance 2018-03, Section 1 “Planning and Zoning Commission (3) 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.** 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 10.** 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 2nd day of May 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 May 2024.**

\_\_\_\_\_  
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

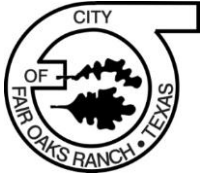
Ordinance 2018-03, Section 1 “Planning and Zoning Commission;” 3 is hereby amended as follows:

[Deletions shown as strikethrough and additions shown as underscore]

## Ordinance 2018-03

### Section 1 - Planning and Zoning Commission

3. Members serve at the will of the City Council and shall be resident citizens, real property  
~~owners~~, and qualified voters of the City of Fair Oaks Ranch.



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

AGENDA TOPIC: Approval of a resolution amending Resolution 2024-15 by removing the real property ownership requirement in Section 2.0 Creation and Membership, line 2.2; and providing an effective date.  
DATE: May 16, 2024  
DEPARTMENT: City Secretary  
PRESENTED BY: Consent Item - Christina Picioccio, TRMC, City Secretary

**INTRODUCTION/BACKGROUND:**

At the March 21, 2024 City Council meeting, City Council approved the Planning & Zoning Commission’s recommended changes to modify the language in its Rules of Procedure. Specifically, the Council changed Rule 2.2 by removing the staggered start up terms language necessary at the creation of the Commission and Rule 10.3 by removing the requirement for City Council ratification of changing commission meeting dates or times. During that discussion Council Member Koerner requested additional background information regarding Rule 2.2 language which requires that commission members be real property owners.

At the April 4, 2024 City Council meeting, staff confirmed Ordinance 2018-03 establishing the P&Z Commission and Resolution 2024-15 amending the P&Z Rules of Procedure contained the same language. Staff further:

- 1. Noted that no record was found explaining why there is a requirement to be a “real property owner.”
- 2. Noted that research found such a condition is not a requirement under the City’s Charter nor in Local Government Code 211.007.
- 3. Provided City Council with a report of P&Z membership requirements from various cities.

To allow non-property-owning city residents the ability to participate on the P&Z Commission, City Council directed staff to amend Resolution 2024-15 (attached **Exhibit A.**)

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

To allow all city residents the ability to participate on the P&Z Commission.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A

**LEGAL ANALYSIS:**

Resolution approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item - I move to approve the second reading of an ordinance amending Resolution 2024-15 by removing the real property ownership requirement in Section 2.2 Creation and Membership; and providing an effective date.

**A RESOLUTION**

**A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AMENDING THE RULES OF PROCEDURE OF THE FAIR OAKS RANCH PLANNING AND ZONING COMMISSION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Fair Oaks Ranch City Council, under resolution 2018-03, established a Planning and Zoning Commission as required by the City of Fair Oaks Ranch Charter Section 7.14 and Local Government Code, Chapter 211; and,

**WHEREAS**, on March 19, 2018, City Council adopted resolution 2018-05 instituting Rules of Procedure for the Commission that provide an effective and efficient administration of the Planning and Zoning Commission duties; and,

**WHEREAS**, the Rules of Procedure have undergone several amendments since its inception; and,

**WHEREAS**, City Council investigated the current requirement that Commission members be real property owners; and

**WHEREAS**, after careful consideration the City Council deems it is necessary to remove the real property owner requirement and to amend these Rules of Procedures to encourage citizen engagement.

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

- Section 1.** The Fair Oaks Ranch Planning and Zoning Commission Rules of Procedure shall be amended as set forth in the attached, as **“Exhibit A.”**
- Section 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and that 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 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 16 day of May 2024.**

\_\_\_\_\_  
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

Resolution, Section 2.0 "Creation and Membership;" item 2.2 is hereby amended as follows:

[Deletions shown as strikethrough and additions shown as underscore]

### Resolution 2024-15

#### Section 2.0 – Creation and Membership

- 2.2 The Commission shall consist of seven (7) regular members who will serve for terms of three (3) years, staggered. Members will be resident citizens, ~~real property owners~~, and qualified voters of the City. Each member shall occupy a place on the Commission, such places being numbered 1 through 7. City Council will appoint members of the Planning and Zoning Commission by Place.



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

AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with Intermountain Slurry Seal, Inc. for micro-surfacing.  
DATE: May 16, 2024  
DEPARTMENT: Finance  
PRESENTED BY: Consent Item – Clayton Hoelscher, Procurement Manager

**INTRODUCTION/BACKGROUND:**

The City budgeted \$840,000 for various street maintenance projects this fiscal year. Various types of applications are being utilized to accomplish this work. Quantities and locations for each application are included with this agenda item. This agenda item covers the micro-surfacing component of the program. This application is also known as slurry seal.

The City is utilizing an Interlocal Agreement for this purchase. The City has an Interlocal Agreement with Bexar County, allowing the City to take advantage of the bid pricing the County receives. The lowest bidding contractor from the Bexar County competitive bid was Intermountain Slurry Seal, Inc. This year’s plans include 48,008 square yards of micro-surfacing treatment.

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

- Supports Priority 3.4 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives.
- Utilizing the pricing from the Interlocal Agreements and Purchasing Cooperative allows the City to take advantage of pricing that was received for larger quantity projects.
- Complies with Competitive Procurement Requirements.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The City budgeted \$840,000 for this year’s Street Maintenance and Repair Program. This agreement will cover the micro-surfacing component of the program. The cost for micro-surfacing is \$258,000.00, which includes 5% contingency.

**LEGAL ANALYSIS:**

The Contractor will be required to sign and adhere to the City’s Standard Construction Agreement prior to the commencement of work. A copy is attached as **Exhibit A**.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item – I move to approve a resolution authorizing the execution of an agreement with Intermountain Slurry Seal, Inc. for a total value not to exceed \$258,000.00, expenditure of the required funds, and execution of all applicable documents by the City Manager.



**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH INTERMOUNTAIN SLURRY SEAL, INC. FOR MICRO-SURFACING, 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 2023-24 for the Street Maintenance Program; and,

**WHEREAS**, the cost for the micro-surfacing component of the program is \$258,000.00; and,

**WHEREAS**, Chapter 791 of the Texas Government Code allows local governments to enter into Interlocal Agreements with other local governments or state agencies; and,

**WHEREAS**, the City previously executed an Interlocal Agreement with Bexar County which allows the City to utilize existing pricing; and,

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports this purchase and authorizes the execution of an agreement with Intermountain Slurry Seal, Inc. **(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 Intermountain Slurry Seal, Inc. for micro-surfacing, to expend required funds up to \$258,000.00 including contingency, 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 16<sup>h</sup> day of May 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CITY OF FAIR OAKS RANCH  
CONSTRUCTION AGREEMENT**

**THE STATE OF TEXAS §  
  §  
KENDALL COUNTY           §**

This Construction Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and Intermountain Slurry Seal, Inc. (“Contractor”).

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

**Section 2. Scope of Work.**

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

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

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

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

**Section 3. Compensation.**

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

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

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

#### **Section 4. Time of Completion.**

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before September 30, 2024.

#### **Section 5. Insurance.**

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

## **Section 6. Miscellaneous Provisions.**

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

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

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

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

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

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

### **Section 7. Termination.**

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**30. Warranty**

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

**EXECUTED** on \_\_\_\_\_.

**CITY:**

**CONTRACTOR:**

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

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

Name: Scott M. Huizenga

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

**CONTRACTOR**

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

Intermountain Slurry Seal, Inc.  
Attn: Kevin Harris  
520 North 400 West  
North Salt Lake, UT 84054

**Exhibit "A"**  
**SCOPE OF SERVICES**



520 North 400 West, North Salt Lake, UT 84054  
 Phone (801) 532-8200 | Fax (801) 526-6198

# ESTIMATE

**Contractor:** Town of Fair Oaks Ranch  
**Project Number:** N/A

**Contractor:** Intermountain Slurry Seal  
**Contact:** Kevin Harris

**Project Name:** 2024 Micro-surfacing  
**Date:** 5.1.24  
**Letting Time:** N/A

**Phone:** 682.229.0843  
**Fax:**  
**Email:** [kevin.harris@gcinc.com](mailto:kevin.harris@gcinc.com)

Item #	Description	Quantity	Unit	Unit Price	Total
1	* Furnish & Install Ty III Micro-surfacing	750	TON	\$ 328.00	\$ 246,000.00
2	Contingency	1	LS	\$ 12,000.00	\$ 12,000.00
	*Secured through an Inter-local Agreement with the Bexar County Contract No.: 346				\$ 258,000.00

### Quote is for Labor, Equipment, and Materials for Micro-surfacing Only

**NOTES:**

- \* Micro-surfacing to be placed in one lift at a rate of 30 lbs/SY (Composite) for 49,995 SY.
- \* The Contingency will be used if needed to account for any additional field measured area above the Google areas.
- \* Work to performed using Truck Mount pavers or continuous paver.
- \* Work to scheduled during the timeframe that Intermountain addresses other local city projects.
- \* It is recommended that the streets be checked for any patching needs and patched accordingly by the City.
- \* City to provide a staging area for micro-surfacing operations.
- \* City to ensure tree limbs are cut to a minimum vertical clearance of 12' prior to micro-surfacing operations.
- \* Estimated to complete Micro-surfacing in 4 shifts.
- \* This project to be billed per TON of actual material placed at the specified rate in the field.
- \* Traffic control for Mirco-surfacing operations only.
- \* Streets to be closed completely on a temporary basis using Cones and/or Folding barricades during paving operations. Longer streets will be handled by addressing them in half street closures.
- \* ISS to provide 1 week notice prior to starting work, and must have a mutually agreed upon schedule.

**EXCLUSIONS:**

- \* Pavement Markings, Temporary Pavement Markings, Striping Layout, Pavement Marking and Tab Removal, Crack Sealing, Patching, Heavy Debris Removal, Noise Permits and Herbicide application.

Estimate valid for 30 days.

Please review, sign and return VIA fax to (972)353.6275 or e-mail to [kevin.harris@gcinc.com](mailto:kevin.harris@gcinc.com)

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

## Exhibit "B"

## REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

## INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



**Exhibit "C"**  
**EVIDENCE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/05/07) 2024 Item #10.

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

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

PRODUCER LIC #0C36861 Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco, CA 94105	1-415-403-1491	CONTACT NAME: Kimberly Leikam PHONE (A/C. No. Ext): 415-403-1491 E-MAIL ADDRESS: kleikam@alliant.com	FAX (A/C. No): 415-874-4818
INSURED Intermountain Slurry Seal, Inc. 585 West Beach Street Watsonville, CA 95076 USA		INSURER(S) AFFORDING COVERAGE	
		INSURER A: TRANSPORTATION INS CO	NAIC # 20494
		INSURER B: VALLEY FORGE INS CO	20508
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 750809338 REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	GL2074978689	10/01/23	10/01/26	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Contractual	X	X	BUA2074978692	10/01/23	10/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC274978630 (CA) WC274978644 (AOS/Stop Gap)	10/01/23	10/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Job #:1650 City of Fair Oaks Ranch 2024 Micro-surface  
 The City of Fair Oaks Ranch is named additional insured with respect to General Liability and Automobile Liability per the attached forms. A waiver of subrogation in favor of The City of Fair Oaks Ranch applies per the attached forms. This insurance is primary and non-contributory coverage.

GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 10/13

<b>CERTIFICATE HOLDER</b> 1650 City of Fair Oaks Ranch Clayton Hoelscher, Procurement Manager 7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015-4707 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

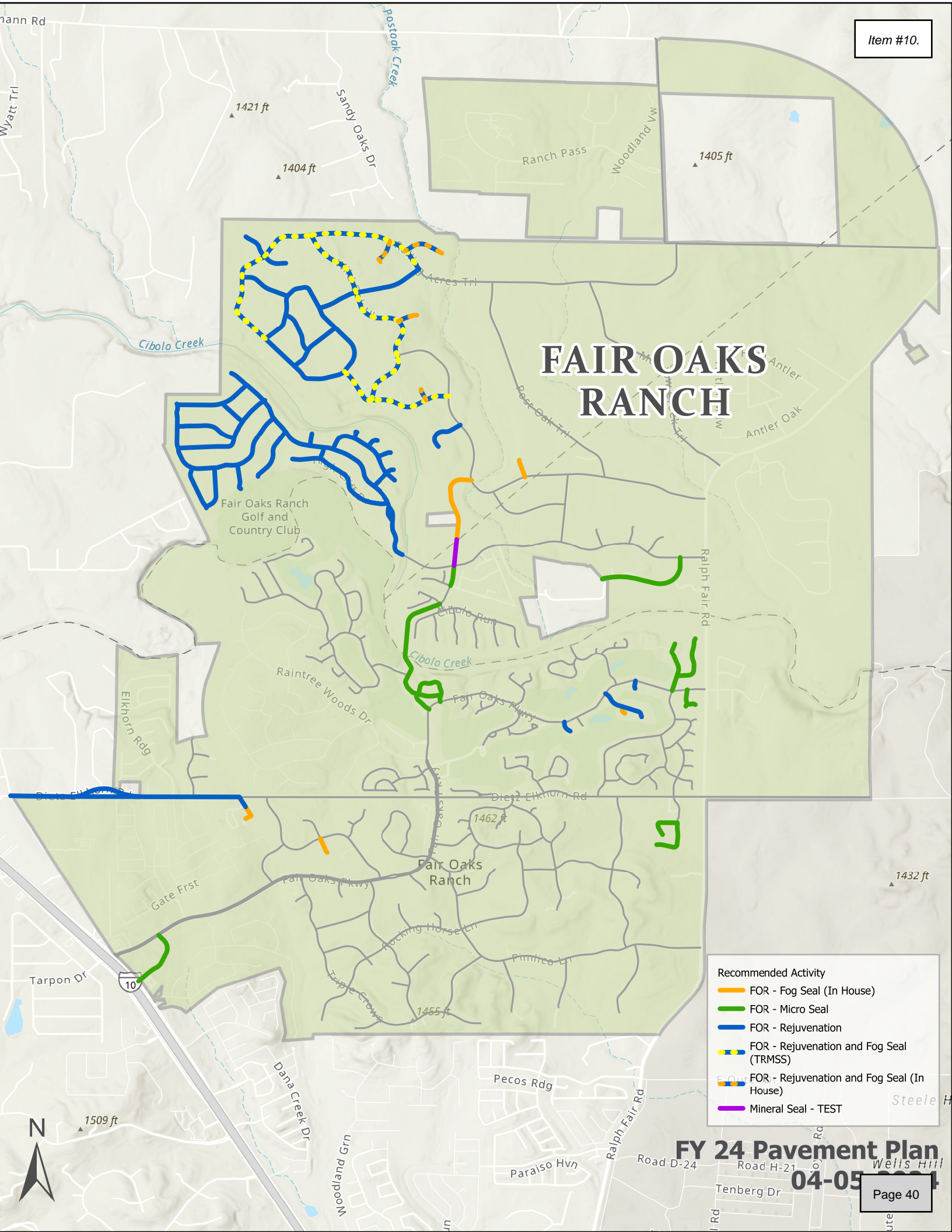
DATE  
05/07/2024

NAME OF INSURED: Intermountain Slurry Seal, Inc.

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

# FAIR OAKS RANCH

- Recommended Activity**
- FOR - Fog Seal (In House)
  - FOR - Micro Seal
  - FOR - Rejuvenation
  - — FOR - Rejuvenation and Fog Seal (TRMSS)
  - — FOR - Rejuvenation and Fog Seal (In House)
  - Mineral Seal - TEST





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

AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with Pavement Restoration, Inc. for asphalt rejuvenator.  
DATE: May 16, 2024  
DEPARTMENT: Finance  
PRESENTED BY: Consent Item – Clayton Hoelscher, Procurement Manager

**INTRODUCTION/BACKGROUND:**

The City budgeted \$840,000 for various street maintenance projects this fiscal year. Various types of applications are being utilized to accomplish this work. Quantities and locations for each application are included with this agenda item. This agenda item covers the asphalt rejuvenator component of the program.

The City is utilizing an Interlocal Agreement for this purchase. The City has an Interlocal Agreement with Bexar County, allowing the City to take advantage of the bid pricing the County receives. The lowest bidding contractor from the Bexar County competitive bid was Pavement Restoration, Inc. This year’s plans include 212,866 square yards of asphalt rejuvenator treatment.

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

- Supports Priority 3.4 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives.
- Utilizing the pricing from the Interlocal Agreements and Purchasing Cooperative allows the City to take advantage of pricing that was received for larger quantity projects.
- Complies with Competitive Procurement Requirements.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The City budgeted \$840,000 for this year’s Street Maintenance and Repair Program. This agreement will cover the asphalt rejuvenator component of the program. The cost for asphalt rejuvenator is \$244,795.71 with a 5% contingency in the amount of \$12,239.79 for a total value not to exceed \$257,035.50.

With this Program’s micro-surfacing component cost at \$258,000, we are within the city budget.

**LEGAL ANALYSIS:**

The Contractor will be required to sign and adhere to the City’s Standard Construction Agreement prior to the commencement of work. A copy is attached as **Exhibit A**.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item – I move to approve a resolution authorizing the execution of an agreement with Pavement Restoration, Inc. for \$244,795.71 with a 5% contingency in the amount of \$12,239.79 for a total value not to exceed \$257,035.50, expenditure of the required funds, and execution of all applicable documents by the City Manager.

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PAVEMENT RESTORATION, INC. FOR ASPHALT REJUVENATOR, 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 2023-24 for the Street Maintenance Program; and,

**WHEREAS**, the cost for the asphalt rejuvenator component of the program is \$257,035.50; and,

**WHEREAS**, Chapter 791 of the Texas Government Code allows local governments to enter into Interlocal Agreements with other local governments or state agencies;and,

**WHEREAS**, the City previously executed an Interlocal Agreement with Bexar County which allows the City to utilize existing pricing; and,

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports this purchase and authorizes the execution of an agreement with Pavement Restoration, Inc. **(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 Pavement Restoration Inc. for asphalt rejuvenator, to expend required funds up to \$257,035.50 including contingency, 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 16<sup>h</sup> day of May 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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

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



**CITY OF FAIR OAKS RANCH  
CONSTRUCTION AGREEMENT**

**THE STATE OF TEXAS   §  
  §  
KENDALL COUNTY       §**

This Construction Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and Pavement Restoration, Inc. (“Contractor”).

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

**Section 2. Scope of Work.**

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

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

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

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

**Section 3. Compensation.**

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

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

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

#### **Section 4. Time of Completion.**

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before September 30, 2024.

#### **Section 5. Insurance.**

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

## **Section 6. Miscellaneous Provisions.**

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

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

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

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

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

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

### **Section 7. Termination.**

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

**30. Warranty**

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

**EXECUTED** on \_\_\_\_\_.

**CITY:**

**CONTRACTOR:**

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

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

Name: Scott M. Huizenga

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

**CONTRACTOR**

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

Pavement Restoration, Inc.  
Attn: Rob Wiggins  
P.O. Box 1532  
Boerne, TX 78006

**Exhibit "A"**  
**SCOPE OF SERVICES**



# PAVEMENT RESTORATION, Inc

CITY OF FAIR OAKS RANCH  
ATT: MR CLAYTON HOELSCHER  
PROCUREMENT MANAGER

5/7/2024

FORMAL PROPOSAL FY24

REF: - RECLAMITE REJUVENATOR APPLICATION  
POSSIBLE START DATE: TBD  
REFERENCE: FY 24 PAVEMENT PLAN – REJUVENATION

Completed Turn – key APPLICATION @ \$ 1. 15 per sq yard (Bexar Co benefit Pricing )

APPLICATION TURNKEY OF ASPHALT STREET ASSETS  
MAP STREETS WILL BE AS PER PUBLIC WORKS SCHEDULE IDENTIFIED

- |  |                    |
|--|--------------------|
| 1. Street list in blue for Rejuvenation                | 168,158.820 SQ YDS |
| 2. Street list in yellow for Rejuvenation and Fog seal | 37,938.740 SQ YDS  |
| 3. Street list in orange for Rejuvenation and Fog seal | 6,768.275 SQ YDS   |

TOTAL SQ YDS: 212,865.835  
TOTAL PROPOSAL: \$ 244,795.71

- Inclusive :** Mobilization  
 Street assessment  
 Resident Notification  
 Traffic control  
 Reclamite  
 Product application  
 Sanding (WASHED CONCRETE SAND)  
 Sweeping up of residue sand next day  
 Before / After street core samples to Independent Lab Analysis

*RBW/ggms*

SIGNED: Rob Wiggins  
President

Pavement Restoration Inc

## Exhibit "B"

## REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

## INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

**Exhibit "C"**  
**EVIDENCE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/05/08) 2021 Item #11.

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

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

PRODUCER M. E. Wilson Company, LLC  300 W. Platt St. Ste 200 Tampa, FL 33606	1-813-229-8021	CONTACT NAME: Oriana Kasten PHONE (A/C, No, Ext): 813-984-3610 E-MAIL ADDRESS: okasten@mewilson.com	FAX (A/C, No): 813-354-4807
INSURED Palmetto Prime of Tampa, Inc.; Pavement Restoration, Inc Will-Bea Leasing Inc 5423 N. 59th Street  Tampa, FL 33610 USA		INSURER(S) AFFORDING COVERAGE INSURER A: IMPERIUM INS CO INSURER B: INSURANCE CO OF THE WEST INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35408 27847	

COVERAGES CERTIFICATE NUMBER: 750811700 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	CONIICGL000011701	01/01/24	01/01/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CONIICCA000034001	01/01/24	01/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Basic PIP \$ 10,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	CONIICCX000010701	01/01/24	01/01/25	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WFL502889409	01/01/24	01/01/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: The City of Fair Oaks Ranch Reclamite Rejuvenator Application

Certificate holder is additional insured with respects to the General Liability policy for on-going and completed operations per attached CG2010 1219 and CG2037 1219 and on the Auto Liability per attached CA2048 1013. General Liability and Auto Liability on a Primary and Noncontributory basis per attached CG2001 1219 and CA0449 1116. Waiver of Subrogation applies in favor of the certificate holder with respects to General Liability, Auto Liability and Workers Compensation policies referenced above per attached CA0443 1120, CG2453 1219 and WC0003 13.

### CERTIFICATE HOLDER

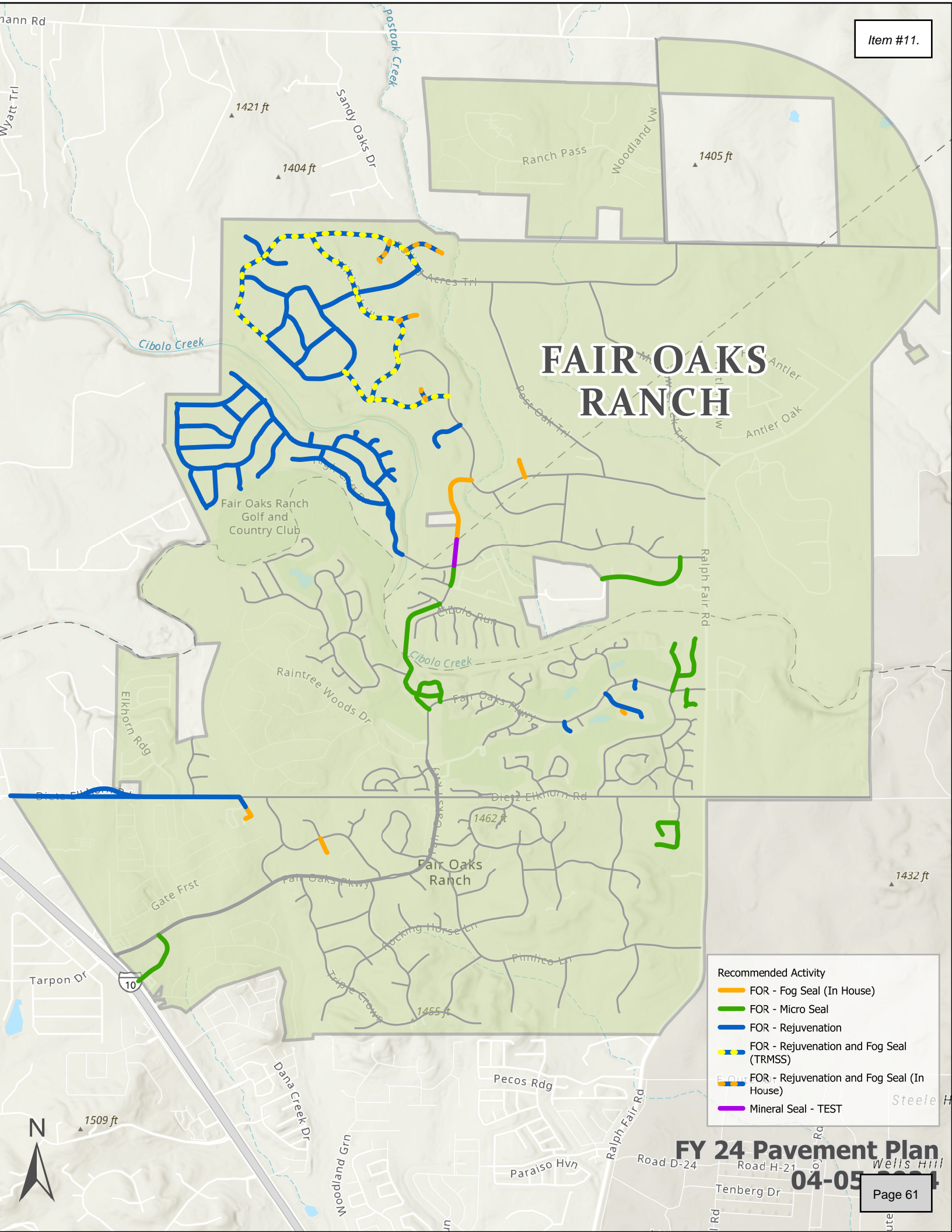
City of Fair Oaks Ranch  
  
7286 Dietz Elkhorn  
  
Fair Oaks Ranch, TX 78015  
  
USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

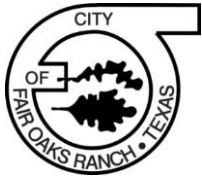
AUTHORIZED REPRESENTATIVE





# FAIR OAKS RANCH

- Recommended Activity**
- FOR - Fog Seal (In House)
  - FOR - Micro Seal
  - FOR - Rejuvenation
  - FOR - Rejuvenation and Fog Seal (TRMSS)
  - FOR - Rejuvenation and Fog Seal (In House)
  - Mineral Seal - TEST



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

AGENDA TOPIC: Approval of Council Member Stroup’s absence from the April 18, 2024 Regular City Council meeting  
DATE: May 16, 2024  
DEPARTMENT: City Council  
PRESENTED BY: Consent Item – Emily Stroup, Council Member Place 1

**INTRODUCTION/BACKGROUND:**

Council Member Stroup requests approval from missing the April 18, 2024 Regular City Council meeting due to personal reasons.

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

Complies with Section 3.09 of the Home Rule Charter.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

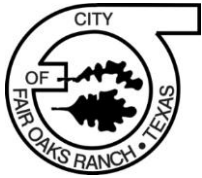
N/A

**LEGAL ANALYSIS:**

N/A

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item – I move to approve Council Member Stroup’s absence from the April 18, 2024 Regular City Council meeting.



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

AGENDA TOPIC: Consideration and possible action electing a Council Member to serve as Mayor Pro Tem at the first regular City Council meeting following each regular City election

DATE: May 16, 2024

DEPARTMENT: City Council

PRESENTED BY: Gregory C. Maxton, Mayor

**INTRODUCTION/BACKGROUND:**

Section 3.05 – Mayor Pro Tem., of the Home Rule Charter states the following:

- A. The Mayor Pro Tem shall be a Council Member elected by the City Council at the first regular City Council meeting following each regular City election.

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

N/A

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

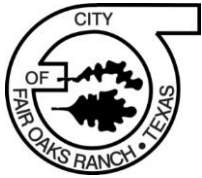
N/A

**LEGAL ANALYSIS:**

N/A

**RECOMMENDATION/PROPOSED MOTION:**

I move to elect (insert council member name here) as Mayor Pro Tem.



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

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an agreement with E-Z Bel Construction, LLC for the Tivoli Way Drainage Improvements Project.  
DATE: May 16, 2024  
DEPARTMENT: Finance  
PRESENTED BY: Clayton Hoelscher, Procurement Manager

**INTRODUCTION/BACKGROUND:**

The City budgeted for drainage improvements for Tivoli Way this fiscal year. This project will manage stormwater generated in the City right-of-way on Fair Oaks Parkway and Windermere Drive. and redirect stormwater around The Fountains subdivision to Dietz Elkhorn. This will be accomplished through a series of grated inlets and an underground storm drain system. Design services were completed by one of the City’s On-Call Engineering Consultants.

To support this effort, an Invitation for Bids was advertised. Bids were received on April 24th. Five bids were received and E-Z Bel Construction, LLC was the lowest responsible bidder for this project. The following bids were received:

- E-Z Bel Construction, LLC \$1,376,743.00
- Aetos Construction, LLC \$1,422,411.99
- C3 Environmental Specialties \$1,564,702.10
- J3 Company, LLC \$1,665,476.50
- Rucoba & Maya Construction, LLC \$1,832,747.10

The City recommends adding a 5% contingency to the contract, resulting in a total cost of \$1,445,580.15.

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

- Supports Priority 3.3 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Drainage Improvement Initiatives
- Complies with Competitive Procurement Requirements

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The City recommends adding a 5% contingency to the contract, resulting in a total cost of \$1,445,580.15. There is currently \$1,105,800 available in SAP Account 02-504-111. \$244,763.00 is available from the Delta Dawn Project (Account # 02-504-123) with the remaining amount of \$95,017.15 available from the Bond Development Account (#02-504-114).

**LEGAL ANALYSIS:**

The Contractor will be required to sign and adhere to the City’s Standard Construction Agreement prior to the commencement of work. A copy is attached as **Exhibit A**.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve a resolution authorizing the execution of an agreement with E-Z Bel Construction, LLC for \$1,376,743.00 with a 5% contingency in the amount of \$68,837.15 for a total value not to exceed \$1,445,580.15, expenditure of the required funds, and execution of all applicable documents by the City Manager.

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE TIVOLI WAY DRAINAGE IMPROVEMENTS PROJECT, 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 2023-24 for the Tivoli Way Drainage Improvements Project; and,

**WHEREAS**, bids were received in accordance with Texas Local Government Code Chapter 252; and,

**WHEREAS**, E-Z Bel Construction, LLC was the lowest responsible bidder; and,

**WHEREAS**, the cost to complete this Project is \$1,376,743.00 with a 5% contingency not to exceed a total cost of \$1,445,580.15; and,

**WHEREAS**, the City Council of the City of Fair Oaks Ranch continues to support the need for this drainage improvement project to mitigate the impact of stormwater flowing from public right-of-way to private property.

**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 E-Z Bel Construction, LLC (**Exhibit A**) for the Tivoli Drainage Improvements Project, to expend required funds up to \$1,445,580.15 including contingency, 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 16<sup>th</sup> day of May 2024.**

---

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Christina Picioccio, TRMC  
City Secretary

---

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

**CITY OF FAIR OAKS RANCH**  
**CONSTRUCTION AGREEMENT**

THE STATE OF TEXAS §  
  §  
KENDALL COUNTY       §

This Construction Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and E-Z Bel Construction, LLC. (“Contractor”).

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

**Section 2. Scope of Work.**

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

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

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

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

**Section 3. Compensation.**

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

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



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

#### **Section 4. Time of Completion.**

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before 266 calendar days.

#### **Section 5. Insurance.**

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

## **Section 6. Miscellaneous Provisions.**

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

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

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

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

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

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

### **Section 7. Termination.**

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**30. Warranty**

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



**EXECUTED** on \_\_\_\_\_.

**CITY:**

**CONTRACTOR:**

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

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

Name: Scott M. Huizenga

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

**CONTRACTOR**

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

**Exhibit "A"**  
**SCOPE OF SERVICES**

UNIT PRICING FOR TIVOLI DRAINAGE IMPROVEMENTS - RE-BID (Revised on 04/23/2024 through Addendum #1)

TxDOT Item No.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL (\$)
100-6003	PREPARING ROW (TREE)(5" TO 12" DIA)	EA	17	\$ 3,000.00	\$ 51,000.00
100-6004	PREPARING ROW (TREE)(12" TO 24" DIA)	EA	2	\$ 3,500.00	\$ 7,000.00
100-6007	PREPARING ROW (TREE)(GREATER THAN 24" DIA)	EA	5	\$ 4,000.00	\$ 20,000.00
104-6044	REMOVING CONC (FLUME)	SY	78	\$ 8.00	\$ 624.00
104-6031	REMOVING CONC (HEADWALL)	CY	6	\$ 100.00	\$ 600.00
105-6002	REMOVING STAB BASE AND ASPH PAV (2")	SY	861	\$ 18.00	\$ 15,498.00
158 6005	SPEC EXCAV WORK (ORIG) (CHANNEL)	CY	135	\$ 30.00	\$ 4,050.00
160 6004	FURNISHING AND PLACING TOP SOIL (6")	SY	2370	\$ 6.00	\$ 14,220.00
164 6007	BROADCAST SEED(PERM)(URBAN)(CLAY)	SY	2370	\$ 0.45	\$ 1,066.50
168 6001	VEGETATIVE WATERING	MG	10	\$ 100.00	\$ 1,000.00
400 6006	CUT & RESTORING PAV	SY	867	\$ 37.00	\$ 32,079.00
402 6001	TRENCH EXCAVATION PROTECTION	LF	1342	\$ 50.00	\$ 67,100.00
432 6002	RIPRAP (CONC)(5IN)	CY	22	\$ 850.00	\$ 18,700.00
464 6008	RC PIPE (CL III)(36 IN)	LF	466	\$ 345.00	\$ 160,770.00
464 6009	RC PIPE (CL III)(42 IN)	LF	374	\$ 610.00	\$ 228,140.00
464 6010	RC PIPE (CL III)(48 IN)	LF	401	\$ 625.00	\$ 250,625.00
464 6018	RC PIPE (CL IV)(24 IN)	LF	66	\$ 375.00	\$ 24,750.00
464 6019	RC PIPE (CL IV)(30 IN)	LF	41	\$ 425.00	\$ 17,425.00
464 6021	RC PIPE (CL IV)(42 IN)	LF	20	\$ 1,100.00	\$ 22,000.00
465 6032	INLET(COMPL)(PCU)(3FT)(BOTH)	EA	1	\$ 21,000.00	\$ 21,000.00
465 6063	INLET(COMPL)(PSL)(RH)(4FTX4FT)	EA	2	\$ 15,000.00	\$ 30,000.00
465 6066	INLET(COMPL)(PSL)(RH)(5FTX5FT)	EA	5	\$ 26,500.00	\$ 132,500.00
465 6068	INLET(COMPL)(PSL)(RH)(6FTX6FT)	EA	1	\$ 42,000.00	\$ 42,000.00
465 6128	INLET(COMPL)(PSL)(FG)(4FTX4FT)	EA	4	\$ 15,000.00	\$ 60,000.00
467 6478	SET (TY II)(48 IN)(RCP)(4:1)(PARALLEL)	EA	1	\$ 8,000.00	\$ 8,000.00
500 6001	MOBILIZATION	LS	1	\$ 75,000.00	\$ 75,000.00
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	\$ 1,500.00	\$ 18,000.00
506 6001	ROCK FILTER DAM (INSTALL)(TY 1)	LF	70	\$ 39.00	\$ 2,730.00
506 6011	ROCK FILTER DAM (REMOVE)	LF	70	\$ 10.00	\$ 700.00
506 6020	CONSTRUCTION EXITS (INSTALL) (TY I)	SY	67	\$ 30.00	\$ 2,010.00
5006 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1316	\$ 4.00	\$ 5,264.00
5006 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1316	\$ 1.00	\$ 1,316.00
644-6001	IN SM RD SN SUP&AM TY1OBWG(1)SA(P)	EA	4	\$ 750.00	\$ 3,000.00
644-6076	REMOVE SM RD SN SUP&AM	EA	4	\$ 150.00	\$ 600.00
666 6266	RE PM TY I (W)24*(SLD)(100MIL)	LF	15	\$ 25.00	\$ 375.00
666 6342	REF PROF PAV MRK TY I (W)4*(SLD)(100MIL)	LF	1577	\$ 2.00	\$ 3,154.00
666 6342	REF PROF PAV MRK TY I (Y)4*(SLD)(100MIL)	LF	1007	\$ 2.00	\$ 2,014.00
666-6224	PAVEMENT SEALER 4"	LF	2584	\$ 1.00	\$ 2,584.00
672 6006	REFL PAV MRKR TY I-A	EA	50	\$ 6.00	\$ 300.00
672 6007	REFL PAV MRKR TY I-C	EA	70	\$ 6.00	\$ 420.00
672 6010	REFL PAV MRKR TY II-C-R	EA	11	\$ 6.00	\$ 66.00
COSA - 500	CONCRETE CURB (7IN)	LF	916	\$ 25.00	\$ 22,900.00
SAWS 841	HYDROSTATIC TESTING OPERATIONS	EA	2	\$ 1,500.00	\$ 3,000.00
SAWS 836	PIPE FITTINGS, ALL SIZES AND TYPES	TN	0.4	\$ 0.01	\$ 0.00
SAWS 844	2" BLOWOFF, TEMPORARY	EA	2	\$ 1,200.00	\$ 2,400.00

**Exhibit A**

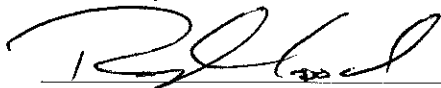
SAWS 847	LINE DISINFECTION	EA	2	\$ 450.00	\$ 900.00
TOTAL					\$ 1,376,880.50

Note: All PREP ROW (TREE) items are solely for tree removal NOT tree planting.

By signing below, company acknowledges it has received all bidding documents and instructions, and agrees to execute the Standard Construction Services Agreement if awarded a contract for this Project and promptly supply any required insurance certificate(s) and/or endorsements, Payment and Performance Bonds upon request by the City and prior to commencement of work. The required certified check, cashier's check or bid bond shall be included and immediately follow this executed Unit Pricing Form.

COMPANY: E-Z Bel Construction, LLC

AUTHORIZED COMPANY REPRESENTATIVE Randy Hood, COO

SIGNATURE: 

DATE April 24, 2024

## Exhibit "B"

## REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

## INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

**Exhibit "C"**  
**EVIDENCE OF INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ DD/YY) Item #14. 5/2/2024

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

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

PRODUCER: HUB International Texas, Inc. One Alamo Center 106 S. St. Mary's Street, Ste. 800 San Antonio TX 78205
CONTACT NAME: Nancy Pruski
PHONE (A/C. No. Ext): 210-298-7162
FAX (A/C. No): 210-298-7162
E-MAIL ADDRESS: nancy.pruski@hubinternational.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Lloyds Ins. Co. NAIC # 41262
INSURER B: Zurich American Insurance Co. 16535
INSURER C: Navigators Insurance Company 42307
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 765524769 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Contractors Equipment.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability is follow form of underlying.
Project: Tivoli

CERTIFICATE HOLDER: The City of Fair Oaks Ranch Attn: Clayton Hoelscher, Procurement Manager 7286 Dietz Elkhorn Fair Oaks Ranch TX 78015
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Manuel Jimenez III





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

**AGENDA TOPIC:** Consideration and possible action approving the first reading of an ordinance establishing stop signs at various intersections within the corporate limits of the City; authorizing the codification of street stop and yield signs in Chapter 12; Section 12.01.002 of the City’s Code of Ordinances; prescribing for a penalty of not less than \$25 nor more than \$500; providing for an effective date; and providing for the publication of the caption hereof.

**DATE:** May 16, 2024  
**DEPARTMENT:** Police Department  
**PRESENTED BY:** Tim Moring, Chief of Police

**INTRODUCTION/BACKGROUND:**

Our city is a bedroom community which desires to retain that flavor. As a council and staff, we are committed to fulfilling our residents’ expressed desires to protect our quality of life and provide for public health and safety. Stop and yield street signs provide enhanced safe and efficient intersections for vehicles and pedestrians. The City is authorized by Title 7, Subchapter C of the Texas Transportation Code to establish and regulate compliance with rules governing the use of public streets.

At the February 1, 2024 City Council workshop, staff presented an Intersection Analysis study relative to Battle Intense, Hansel Drive, and High Eschelon. After reviewing the findings of the study, Council provided staff direction to install an additional stop sign at Battle Intense and High Eschelon changing the intersection from a three-way to a four-way stop.

Throughout the years, various ordinances have been approved establishing and defining stop and yield street signs within the corporate limits of the City. After staff performed a comprehensive inventory, six intersections were found not to be approved by ordinance. The oversight occurred with the 2017 annexations and also from two Front Gate street intersections from ordinances 2018-02 and 2022-10 (note: a law enforcement agreement exists with this subdivision). The affected intersections include the following.

1. Intersection of Dietz Elkhorn Road and Enchanted Glen
2. Intersection of Dietz Elkhorn Road and Old Dietz Elkhorn Road (2 signs)
3. Intersection of Enchanted Glen and Enchanted Elm, and Enchanted Glen and Enchanted Park.
4. Intersection of Gate Forest and Irving Way
5. Intersection of Shady Gate and Irving Way

For the effectiveness of enforcement and ease of tracking stop and yield signs in the city, staff believes it is appropriate to codify all street stop and yield signs in the city’s Code of Ordinances; Chapter 12 – Traffic and Vehicles.

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

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

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A

**LEGAL ANALYSIS:**

Reviewed and approved by City Attorney’s office.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve the first reading of the ordinance establishing street stop and yield signs at various city intersections and authorizing the codification of said into the city’s Code of Ordinances, Chapter 12.

**AN ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, ESTABLISHING STOP SIGNS AT VARIOUS INTERSECTIONS WITHIN THE CORPORATE LIMITS OF THE CITY; AUTHORIZING THE CODIFICATION OF STREET STOP AND YIELD SIGNS IN CHAPTER 12; SECTION 12.01.002 OF THE CITY’S CODE OF ORDINANCES; PRESCRIBING FOR A PENALTY OF NOT LESS THAN \$25 NOR MORE THAN \$500; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF**

**WHEREAS**, the City of Fair Oaks Ranch is authorized by Title 7, Subchapter C of the Texas Transportation Code to establish and regulate compliance with rules governing the use of public thoroughfares; and,

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

**WHEREAS**, the City Council (“Council”) of Fair Oaks Ranch previously approved various ordinances establishing and defining stop and yield signs within the corporate limits of the City of Fair Oaks Ranch; and,

**WHEREAS**, at the February 1, 2024 City Council meeting, Council directed the placement of an additional stop sign at the intersection of Battle Intense and High Eschelon; and,

**WHEREAS**, on November 28, 2017, the City annexed various extraterritorial jurisdiction areas whereupon stop signs existed at various intersections; and,

**WHEREAS**, staff performed a comprehensive inventory of stop and yield street signs, and,

**WHEREAS**, for the effectiveness of enforcement and ease of tracking stop and yield signs, the Council finds codification of established stop and yield street signs as shown in **Exhibit A** will provide safe and efficient intersections for vehicles in conformance with the published guidance of the Texas Manual on Uniform Traffic Control Devices.

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

**Section 1.** The Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.002 is hereby amended to include established stop and yield sign street locations as set forth in **Exhibit A**.

**Section 2.** That the recitals contain 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.** 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 6.** 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 7.** 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 8.** 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 9.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**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.

**PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 16th day of May, 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 6th day of June, 2024.**

\_\_\_\_\_  
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**

Chapter 12; Article 12.01; Section 12.01.002 is hereby amended as follows. Cross through denotes deletions and italics denote additions.

Sec. 12.01.002 - Ordinances Saved From Repeal

All ordinances authorizing the placement of traffic-control devices, including stop signs, yield signs, and other traffic-control signals, and markings; the designation of speed zones, no-passing zones, no-parking zones, one-way streets, and through streets; and other ordinances regulating traffic on specific streets or parts of streets in the City ~~are not included in this Code but~~ are specifically saved from repeal upon adoption of this Code. Such ordinances are on file in the City Secretary's offices. (Ordinance adopting Code)

<b>Non-Private Subdivisions</b>			
<b>Through Street</b>	<b>Stop Sign Street</b>	<b>Yield Sign Street</b>	<b>Sign Ordinance</b>
Ammann Road	Rolling Acres Trail		35.9
Battle Intense	Cibolo Run		35.12
	Fairway Valley Drive		35.10
	Hansell Drive (x2)		35.10
	High Eschelon		35.10
	<i>High Eschelon</i>		
Cavalry Drive	Furtoso Way		35.13
	Knotty Grove Drive		35.13
Chartwell Lane	Chartwell Circle		35.9
Cibolo Meadow	Cibolo Valley		2015-19
Cibolo Oaks	Cibolo View		2015-19
Cibolo Run	Cibolo Court		35.12
	Cibolo Gap		2011-04
	Cibolo Path		35.15
	Cibolo Trace		35.15
	Cibolo Run (x3)		35.15
Cibolo Valley	Battle Intense		2015-19
Cibolo View	Battle Intense		2015-19
Cloud Croft Lane	Ledge Drive		35.9
	Sendero Ridge Drive		35.9
Dapper Dan Drive	Cloud Croft Lane		35.9
Dietz Elkhorn Road	Chartwell Lane		35.9
	Cheyenne Ridge		2022-11
	<i>Enchanted Glen</i>		
	Fair Oaks Parkway		35.9
	Kempton Circle		35.9
	No Le Haze Drive		35.9

	Noble Lark Drive		35.9
	<i>Old Dietz Elkhorn Road (x2)</i>		
	Preakness Lane		35.9
	Saddle Song		35.9
	Square Gate		2020-27
	Summit Ridge Drive	Summit Ridge Drive	35.9
	Timber Top Drive		35.9
	Windermere Drive		35.9
	Four Way Stop - Square Gate and Elkhorn Ridge		2020-27 and 2022-11
<i>Enchanted Glen</i>	<i>Enchanted Elm</i>		
	<i>Enchanted Park</i>		
Fair Oaks Parkway	Falls Terrace		35.9
	Front Gate		2018-02
	Grand Turf		35.9
	Hansel Drive		35.9
	Heritage Trail		35.14
	High Eschelon		35.9
	Kalkallo Drive		35.9
	Leslie Pfeiffer Drive		35.9
	Mellow Wind Drive		35.9
	Midnight Sun		35.9
	No Le Hace Drive (x2)		35.9
	Noble Lark Drive		35.9
	Oakview Pass (x2)		35.9
	Pimlico Lane (x2)		35.9
	Raintree Woods Drive		35.9
	Royal Ascot Drive		35.9
	Saddleback Circle		35.9
	Scintilla Lane		35.9
	Seattle Slew		35.9
	Slumberwood		35.9
	Summer Sweet		35.9
	Terra Bella		35.9
	Terra Vista		35.9
	Tivoli Way		35.12
	Triple Crown		35.9
	Whirlaway Circle		35.9

	Windchime Hill		35.9
	Windermere Drive		35.9
Fairway Bluff Drive	Fairway Bend Drive	Fairway Point	35.9
	Fairway Green Drive	Fairway Trace	35.9
	Fairway Trail Drive		35.9
	Fairway Valley		35.9
Fairway Green Drive	Double Eagle Circle		35.9
	Fairview Place(x2)		35.9
Fairway Vista Drive	Fairway Ash		35.9
	Fairway Bluff Drive		35.9
	Fairway Green Drive		35.9
	Fairway Run		35.9
	Fairway Spring Drive		35.9
Grand Coteau Drive		Affirmed Drive	35.9
		Proximity Drive	35.9
High Cliff Drive	Fallow Place		35.9
High Eschelon		Battle Intense	35.9
Jodhpur Drive	Cavalry Drive		35.12
	Furtoso Way		35.12
	Knotty Grove		35.12
	Man O War Drive (x2)		35.12
	Ovaro Circle		35.12
Keeneland Drive	Axton Drive		35.12
	Battle Intense		35.9
	Cavalry Drive		35.13
	Delta Dawn Lane		35.13
	Fallow Place		35.9
	High Cliff Drive		35.9
	Jodhpur Drive (x2)		35.13
	Robin Dale Drive		35.9
	Royal Valance		35.9
	Saratoga Lane		35.9
	Sweet Ridge Circle		35.9
	Venturer		35.9
	Wildfire Drive		35.9



	Woodbine Way		35.12
Mandetta Drive	Saddle Song		35.9
	Saddle Star		35.9
	Saddle Tan		35.9
Mellow Ridge	Mellow Court		35.9
Mellow Wind Drive	Mellow Circle		35.9
	Mellow Ridge		35.9
No Le Hace Drive	Cojak Circle	Sumpter Drive	35.9
	Mandetta Drive		35.9
	Proximity Drive		35.9
Noble Lark Drive		Cantor Circle (x2)	35.9
		Kalkallo Drive	35.9
		Royal Mustang Circle	35.9
Northview Pass	Oakview Bend		35.9
Oakview Bend	Oakview Pass		35.9
Oakview Pass	Northview Pass		35.9
	Oakview Ridge (x2)		35.9
Old Dietz Elkhorn Road	Stevenson Gate		2022-10
Pimlico Lane	Preakness Lane	Aqueduct Lane	35.9
	Riva Ridge Drive	Equestrian	35.9
	Rocking Horse Lane (x2)	Pimlico Lane	35.9
	Turf Paradise Lane	Ruffian Drive	35.9
		Steeplechase Lane	35.9
Preakness Lane	Secretariat Lane (x2)		35.9
Ralph Fair Road	Honeycomb Rock		
	Keeneland Drive		35.9
	Meadow Creek Trail		35.9
	Fair Oaks Parkway		35.9
	Pimlico Lane		35.9

	Silver Spur Trail		35.9
	Stephanie Way		
Robin Dale Drive		Intrepid Drive	35.9
Rocking Horse Lane	Pimlico Lane (x2)	Clydesdale Circle	35.9
	Royal Ascot Drive (x2)	Jim Dandy Circle	35.9
	Secretariat Lane	Quadrille Lane (x2)	35.9
	Sendero Ridge Drive (x2)		35.9
Rolling Acres Trail	Burnt Cedar East	Flagstone Hill Drive	35.9
	Burnt Cedar West	Scarteen	35.9
	Deer Summit	Sunland	35.9
	Meadow Creek Trail	Wembley	35.9
	Post Oak Trail	Wild Oak Hill	35.9
	Rexon Circle		35.9
	Rock Forest		35.9
	Wild Oak Hill (x2)		35.9
Royal Ascot Drive	Kahilan Drive	Damascus Drive	35.9
	Rocking Horse Lane (x2)	Pintado	35.9
Royal Mustang Circle		Royal Turf Circle	35.9
Saddle Song	Saddle Pass		35.9
	Saddle Side		35.9
	Sumpter Drive (x2)		35.9
Scarteen	Flagstone Hill Drive	Sky Blue Ridge	35.9
	Rolling Acres Trail	Sunland	35.9
		Wembley	35.9
Scintilla Lane		Softwind Circle	35.9
Secretariat Lane	Preakness Lane (x2)		35.9
Sendero Ridge Drive	Riva Ridge Drive		35.9
	Windemere Drive		35.9
Silver Spur Trail	Intrepid Drive	Firebird	35.9
	Post Oak Trail	Post Oak Trail	35.9
	Robin Dale Drive	Rock Oak Circle	35.9
	Rolling Acres Trail	Wild Oak Hill	35.9

	Venturer		35.9
Summit Ridge Drive	Ridgeview Trail	Duberry Ridge	35.9
Sumpter Drive		Grand Coteau Drive	35.9
		Mandetta Drive	35.9
Sweetwind Circle		Sweetwind Circle	35.9
Terra Vista	Terra Manor		35.9
Triple Crown	Rocking Horse Lane (x2)	Damascus Drive	35.9
	Royal Ascot Drive	Equestrian	35.9
		Paddock Lane	35.9
		Percheron Circle	35.9
		Quadrille Lane	35.9
Wembley		Sky Blue Ridge	35.9
Wild Oak Hill	Silver Spur Trail	Windmill Circle	35.9
	Flagstone Hill Drive		35.9
Windchime Hill		Windchime Way	35.9
Windermere Drive	Angel Fire Drive		35.9
	Cloud Croft Lane		35.9
	Crown Terrace		35.9
Woodbine Way	Axton Drive (x3)		35.12
	Lammtarra Circle		35.12
	Point Given Circle		35.12
	Roseben Circle		35.12

<b>Private Subdivisions</b>			
<b>Through Street</b>	<b>Stop Sign Street</b>	<b>Yield Sign Street</b>	<b>Sign Ordinance</b>
<b>Elkhorn Ridge – LE Agreement (March 21, 2022)</b>			
Elkhorn Ridge	Bellacor Ridge		2022-11
	Cheyenne Ridge		2022-11

	Elkhorn Ridge (halfmoon cul-de-sac)		2022-11
	Fowler Hill		2022-11
	Graford Ridge		2022-11
	Kearney Ridge (x2)		2022-11
	Mendrin Ridge		2022-11
	Whimsey Ridge		2022-11
Wackford Ridge	Whimsey Ridge		2022-11
	Slate Creek		2022-11
Whimsey Ridge	Slate Creek		2022-11
<b>Front Gate – Ordinance 2017-04 Traffic Regulations; LE Agreement (March 21, 2022)</b>			
Bulls Pond	Gate Forest		2022-10
	Shady Gate (x2)		2022-10
Bull Ride	Pfeiffers Gate (x2)		2022-10
Fairs Gate	Craigs Gate		2018-02
	Gate Run		2018-02
	Leslies Gate		2018-02
	Maureens Pond		2018-02
	Pond Gate		2018-02
	Whisper Gate		2018-02
Front Gate	Bull Ride		2022-10
	Gate Forest (x2)		2018-02
	Irving Hill		2018-02
	Whisper Gate (x2)		2018-02
Gate Forest	Bull Ring		2018-02
	Bull Gate		2022-10
	Hidden Gate		2018-02
	Howards Bull		2018-02
	<i>Irving Way</i>		
	Kings Gate		2018-02
	Pfeiffers Gate (x2)		2018-02

Pfeiffers Gate	Bull Ride (x2)		2022-10
	Gate Forest (x2)		2018-02
	Shady Gate		2018-02
	Whisper Gate (x2)		2018-02
Shady Gate	Bulls Pond (x2)		2022-10
	Irving Circle		2022-10
	<i>Irving Way</i>		
Shady Pond	Bucking Bill		2022-10
	Square Gate		2022-10
Square Gate	Bull Ride		2022-10
Stevenson Gate	Craigs Gate		2018-02
	Gate Run		2018-02
	Pond Gate		2018-02
Whisper Gate	Front Gate (x2)		2018-02
	Pfeiffers Gate (x2)		2018-02
<b>Raintree Woods – LE Agreement via Ordinance 137 (Sept. 20, 2001)</b>			
Bold Forbes		Terret Circle	35.11
Connemara Drive		Raintree Ridge	35.11
Raintree Woods Drive	Alydar Circle	Dew Ridge	35.11
	Red Bud Hill (x2)	Summersong	35.11
	Seabiscuit Drive (x5)	Willow Wind	35.11
Red Bud Hill		Raintree Hill	35.11
Seabiscuit	Connemara (x2)	Avator (x2)	35.11
		Bold Forbes	35.11
		Deer Leap	35.11
		Dew Wood	35.11
		Tessara	35.11

<b>Setterfeld Estates -LE Agreement (January 30, 2023)</b>			
Setterfeld Circle	Agarita Mist		2023-02
	Honeycomb Rock		2023-02
	Saur Legacy Drive		2023-02
	Wild Coyote Lane		2023-02
<b>The Woods at Fair Oaks Ranch – LE Agreement via Ordinance 2015-16 (Dec. 17, 2015)</b>			
Autumn Haven	Monument Oak		2015-17
Copper Leaf	Woodland Parkway		2015-17
Heritage Trail	Monument Oak (x2)		2015-17
	Woodland Parkway		2015-17
Ivy Brook	Turning Leaf		2015-17
Monument Oak	Heritage Trail (x2)		2015-17
Timberland Trail	Heritage Trail		2015-17
Turning Leaf	Monument Oak		2015-17
Woodland Parkway	Timberland Trail		2015-17



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

**AGENDA TOPIC:** Consideration and possible action approving a resolution authorizing execution of an agreement for design services of a Gateway Feature, expenditure of the required funds, and execution of all applicable documents by the City Manager and directing the City Manager to submit a grant application to the Municipal Development District.

**DATE:** May 16, 2024

**DEPARTMENT:** Mayor & City Council

**PRESENTED BY:** Laura Koerner, Mayor Pro Tem Place 5  
Scott Parker, Council Member Place 4

**INTRODUCTION/BACKGROUND:**

On July 18, 2019, the City Council created a Branding Advisory Committee, and appointed three members of City Council to the Committee. The Committee was tasked with working with staff toward the development and implementation of a citywide branding program to include initiative recommendations such as a City entryway/gateway feature.

By December 2022, the Communications team had created and proposed a formalized Strategic Communications Plan that included Priority 5.2.6: Design and Construct a City Gateway Feature. Citizens were appointed to a subcommittee specifically dedicated to the Gateway Feature in November 2023. This Gateway Feature Committee was tasked with discussing and investigating the possible construction of gateway features at the main entryways to the City.

During a recent Town Hall meeting, Halff Associates, Inc. presented a design concept to the community and the City conducted a short survey to gather feedback for the optional auxiliary features and locations of potential gateway features. Based on feedback received, the Committee advanced the scope for the final conceptual design of a Gateway Feature.

Features under review were:

- Cow/Horse Sculpture – Removed from design
- Pillar and Fence Structure – Clarified placement and location
- Lighting – Will be added to the design process
- Font Considerations
- Materials

In order to advance the Project, the City is seeking approval of a resolution authorizing the City Manager to execute an agreement to provide for design, survey, and geotechnical services for the Gateway Feature and to authorize the City Manager to apply for a grant from the Municipal Development District (MDD) to assist with funding the project.

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

This project has been designated as a priority in the Strategic Action Plan for FY 2023-24.

- 5.2.2 Develop Brand Identity and Credibility
- 5.2.3 Create Opportunities for Resident Engagement and Participation
- 5.2.6 Design and Construct a City Gateway Feature

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

Decisions regarding this project will direct movement towards obtaining final construction cost and design. The cost for design, survey and geotechnical services is estimated at \$25,000. The design will produce an opinion of probable construction cost. Staff will present funding options to the City Council at a later date inclusive of potential grant project application to the Municipal Development District (MDD).

**LEGAL ANALYSIS:**

The City’s standard work authorization form is being utilized. Additionally, the City Attorney has reviewed and approved the Resolution.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve a resolution authorizing the execution of an agreement for design services of a Gateway Feature, expenditure of the required funds, and execution of all applicable documents by the City Manager and directing the City Manager to submit a grant application to the Municipal Development District.



**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT FOR DESIGN SERVICES OF A GATEWAY FEATURE, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER AND DIRECTING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE MUNICIPAL DEVELOPMENT DISTRICT.**

**WHEREAS**, the City of Fair Oaks Ranch (“City”) has been without a signature gateway feature since the feature referred to as “The Boat” was removed; and,

**WHEREAS**, the City Branding Committee selected a Citizens Committee on November 2023; and,

**WHEREAS**, the Committee discussed and advanced the scope to provide for conceptual design of a gateway feature with several options; and,

**WHEREAS**, these options were presented to citizens at a Town Hall Event on February 27, 2024, and with a resident survey to gain input on this Project; and,

**WHEREAS**, City Council desires a Gateway Feature, with the first feature located on Fair Oaks Parkway, which may serve as the primary feature for more in the future; and,

**WHEREAS**, grant funding for community purposes is available through the Municipal Development District under Local Government Code Chapter 377; and,

**WHEREAS**, City Council wishes to begin the Project immediately.

**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 negotiate and execute an agreement to provide for design, survey and geotechnical services within the City’s approved Procurement Policy and based on the conceptual design included in **Exhibit A**, to expend required funds and to execute any and all applicable documents to effectuate this Resolution.

**Section 2.** The City Council directs the City Manager to submit an application to the Municipal Development District for grant funding to support this project.

**Section 3.** 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.

**Section 4.** 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 5.** 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 6.** 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 7.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 8.** 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 16<sup>th</sup> day of May 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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

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





**CITY OF FAIR OAKS RANCH**  
COMMUNITY ENTRY CONCEPT; MAY 3, 2024







**CITY OF FAIR OAKS RANCH**  
COMMUNITY ENTRY CONCEPT; MAY 3, 2024



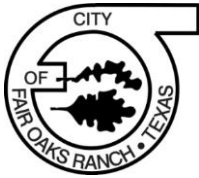




**CITY OF FAIR OAKS RANCH**  
COMMUNITY ENTRY CONCEPT; MAY 3, 2024







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

AGENDA TOPIC: FY 2025-29 Five-Year Financial Plan  
DATE: May 16, 2024  
DEPARTMENT: Finance  
PRESENTED BY: Summer Fleming, Director of Finance

**INTRODUCTION/BACKGROUND:**

Long-term financial planning is essential to the stability and sustainability of every City. The City of Fair Oaks Ranch currently has several long-range plans that inform the budget and policy processes including a Comprehensive Plan, a Master Transportation Plan, the Strategic Action Plan, the Capital Improvements Plan, and Five-Year Financial Plan. The Five-Year Financial Plan is a long-term financial plan that links long-term policies and plans directly to the annual budget.

The plan was first presented to Council in March of last fiscal year and only included the General Fund and tax supported capital improvements. The plan, as presented, now includes the Utility Fund. The Five-Year Financial Plan forms the basis for the annual FY 2024-25 Budget discussions as well as the long-term financial direction for the City.

The General Fund plan includes a Baseline Scenario and one Balanced Scenario. Both scenarios use the same initial assumptions for revenues and operational expenditures and include the approved \$16 million GO Bond and incremental budget increases to ensure fire and EMS service, whether as a contract model or as a standalone department.

The Baseline Scenario includes cash funding for all approved drainage projects.

The Balanced Scenario differs in that it includes the issuance of \$2.1 million in Certificates of Obligation to fund drainage. The Balanced Scenario also models the addition of two positions in the General Fund – a Communications Manager and a Drainage Maintenance Lead. Finally, it assumes an adjustment to property taxes to maintain the City’s adopted reserve policy of 50% (six months) of operations.

The Utility Fund plan includes the Baseline Scenario for operations and no funding for capital improvement plan projects. A Balanced Scenario is currently being developed and will include an increase in the utility rates to achieve the City’s adopted reserve policy of 12 months of operations.

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

Priority 1.2 of the Strategic Action Plan is to develop a Five-Year Forecast. The Five-Year Financial Plan provides residents, the City Council, and staff with the analysis and direction to make informed decisions regarding long-term financial policies for operations and capital improvements. The plan provides the link between the strategic plan and the annual budget.

However, the Five-Year Financial Plan is not a forecast. It is not meant to predict exactly what will happen in the future. Rather, it is intended to provide outcomes given certain sets of assumptions. The financial plan should be considered a living document. It is intended to be enhanced consistently with updated assumptions based on policy direction and new information.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The Five-Year Financial Plan *operationalizes* the Strategic Plan through every pillar, priority, and project as adopted by the City Council.



# Five-Year Financial Plan

Summer Fleming, Director of Finance

May 16, 2024



# FIVE-YEAR FINANCIAL PLAN SCENARIOS



## Baseline Scenario

“Known knowns” e.g. wages and benefits, current debt service, inflationary growth, projected revenue growth. Incorporates the approved GO Bond for roadway CIP.

## Balanced Scenario

Baseline scenario plus incorporates a \$2.1 million Certificate of Obligation to fund all drainage projects, and an increase in the property tax rate to maintain operating reserve.

# Baseline Scenario Assumptions



Item #17.

## Revenues

- 3.5% increase in property tax revenue per year
- 4.0% increase in sales tax revenue per year
- 45.0% decrease in investment interest revenue over 5 years
- 1.5% increase in other revenue sources

## Expenditures

- 2.5% increase in wages for employee merit
- 4.4% Cost of Living Adjustment (COLA) in first year, 2.0% each subsequent year
- 5% increase in health insurance, and facility, engineering, and software contracts
- Incremental increases to ensure fire and EMS service, whether as a contract model or as a standalone department
- 2% all other expenditures
- Assumes \$20,000/yr of new equipment for public safety and \$50,000/yr for maintenance dept.
- Assumes no new FTEs
- \$16 million GO Bond to fund approved roadway projects
- Cash funding for all drainage projects

# Capital Improvements Plan

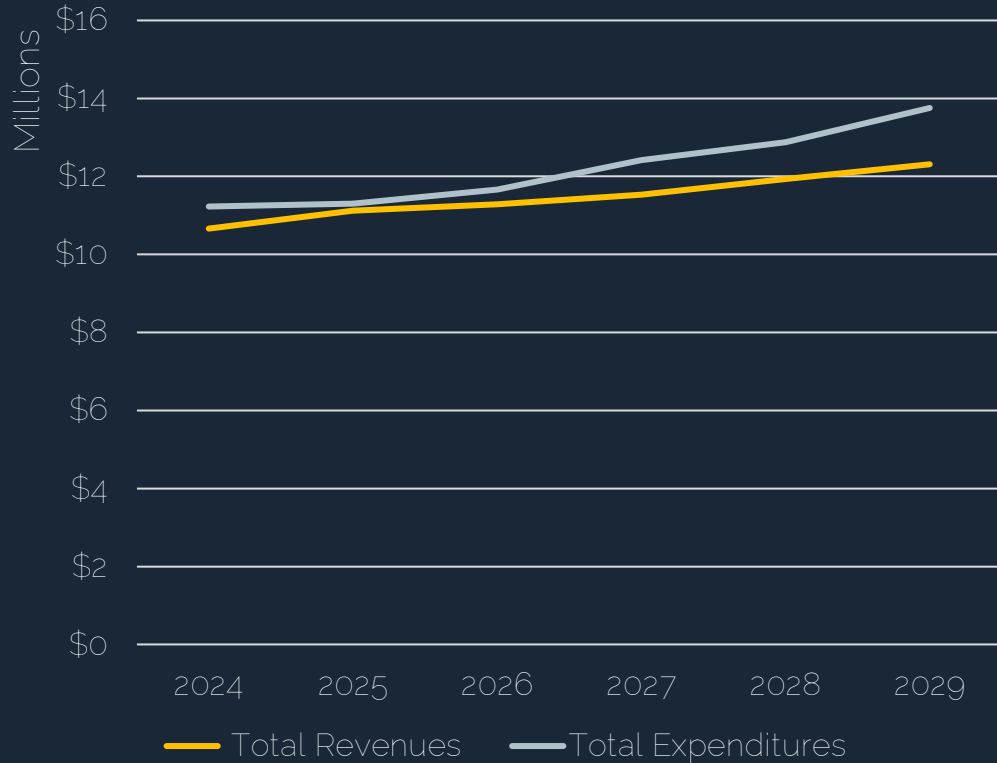


	<i>Prior</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>Total</i>
<b>RELIABLE AND SUSTAINABLE INFRASTRUCTURE - ROADWAY PROJECTS</b>								
Dietz Elkhorn Roadway Reconstruction	100,721	509,429	2,093,922	1,581,078	-	-	-	4,285,150
Reconstruct Battle Intense near Trailside	-	-	420,000	-	-	-	-	420,000
Rolling Acres Roadway Reconstruction	-	-	-	315,000	315,000	1,260,000	1,260,000	3,150,001
Ammann Road Maintenance	-	-	439,699	435,512	2,769,375	2,769,375	-	6,413,961
<b>Total Roadway</b>	<b>100,721</b>	<b>509,429</b>	<b>2,953,621</b>	<b>2,331,590</b>	<b>3,084,375</b>	<b>4,029,375</b>	<b>1,260,000</b>	<b>14,269,111</b>
<b>RELIABLE AND SUSTAINABLE INFRASTRUCTURE - DRAINAGE PROJECTS</b>								
Drainage 28907 Chartwell Lane (CIP #35)	-	64,829	270,400	-	-	-	-	335,229
Drainage 8472 Rolling Acres Trail (CIP# 2)	-	-	67,600	162,240	-	-	-	229,840
Drainage 8040 Rolling Acres Trail (CIP# 4)	-	-	67,600	162,240	-	-	-	229,840
Drainage 7740 Pimlico Lane (CIP# 42)	-	-	113,844	-	-	-	-	113,844
Drainage 8426 Triple Crown (CIP# 41)	-	-	-	-	253,094	-	-	253,094
Drainage 8312 Triple Crown (CIP #43)	-	-	-	-	269,967	-	-	269,967
Drainage 32030 Scarteen (CIP# 53)	-	-	-	-	-	72,331	193,853	266,184
Drainage 31988 Scarteen (CIP# 44)	-	-	-	-	-	100,000	-	100,000
Drainage 7644 Pimlico Lane (CIP# 46)	-	-	-	-	-	100,000	-	100,000
Drainage 8045 Flagstone Hill (CIP# 63)	-	-	-	-	-	-	100,000	100,000
Drainage 8402 Battle Intense LWC (CIP# 23)	-	-	-	-	-	-	200,000	200,000
<b>Total Drainage</b>	<b>-</b>	<b>64,829</b>	<b>519,444</b>	<b>324,480</b>	<b>523,062</b>	<b>272,331</b>	<b>493,853</b>	<b>2,197,999</b>

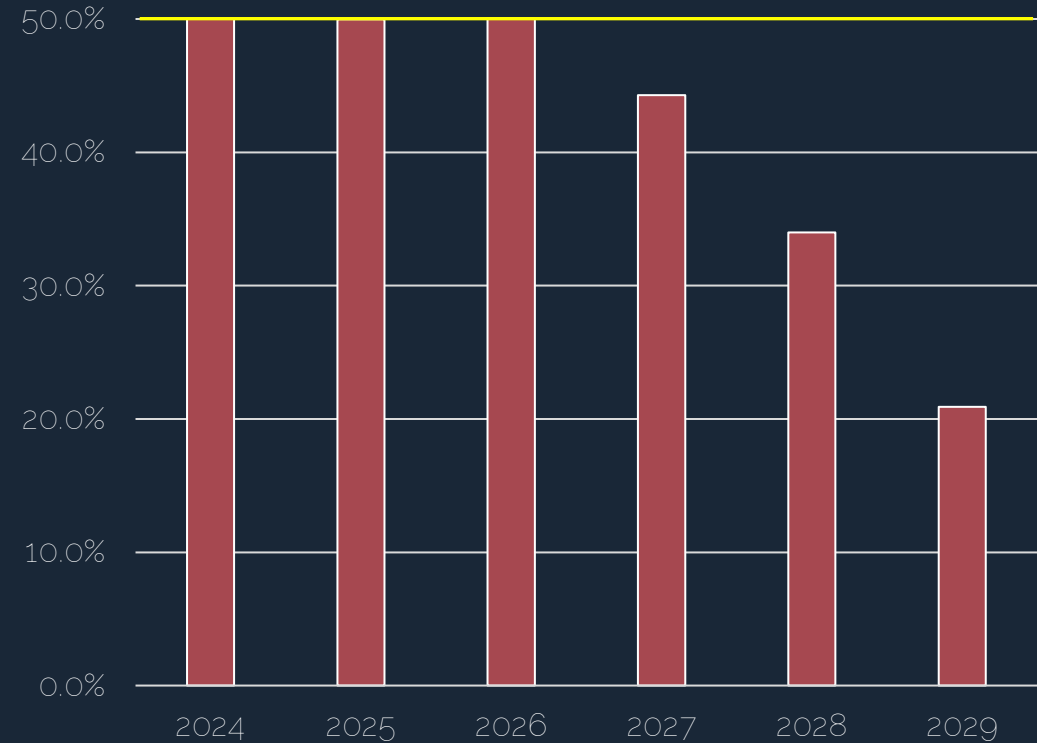
# Baseline Scenario Dashboard



### Revenues and Expenditures



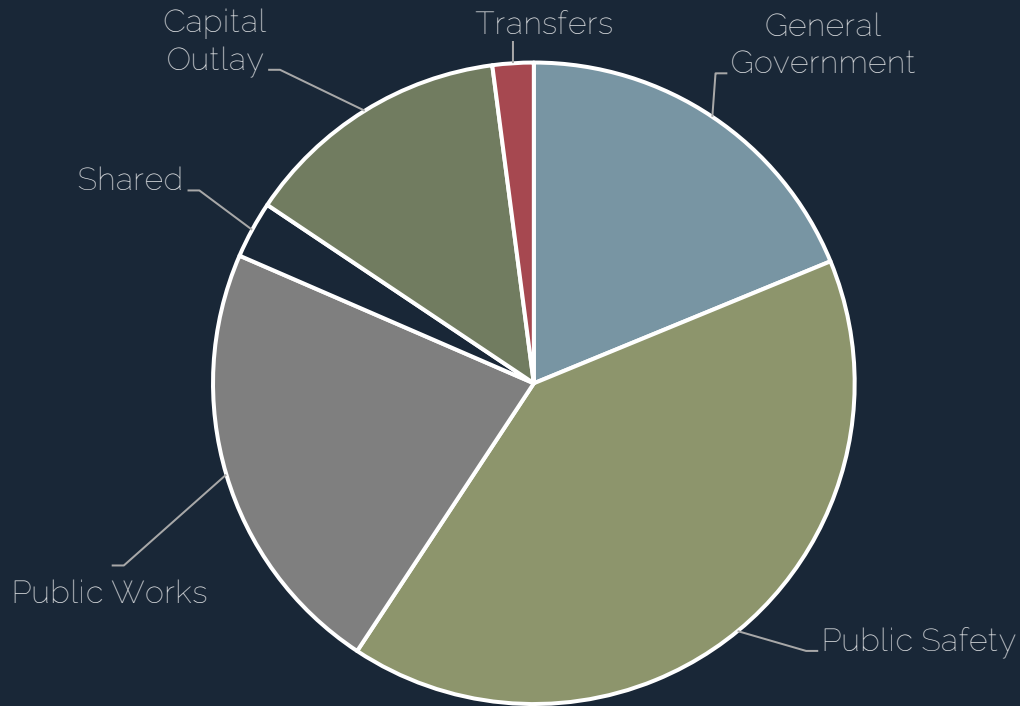
### Reserves as a Percent of Operating Expenditures



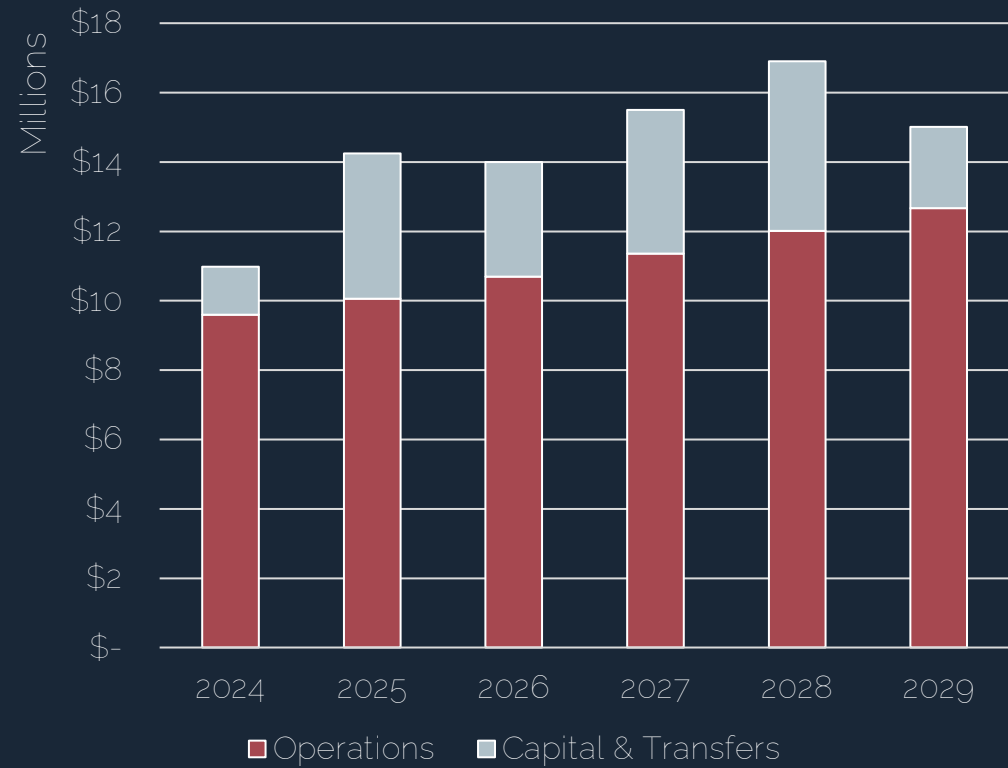
# Portfolio of Services



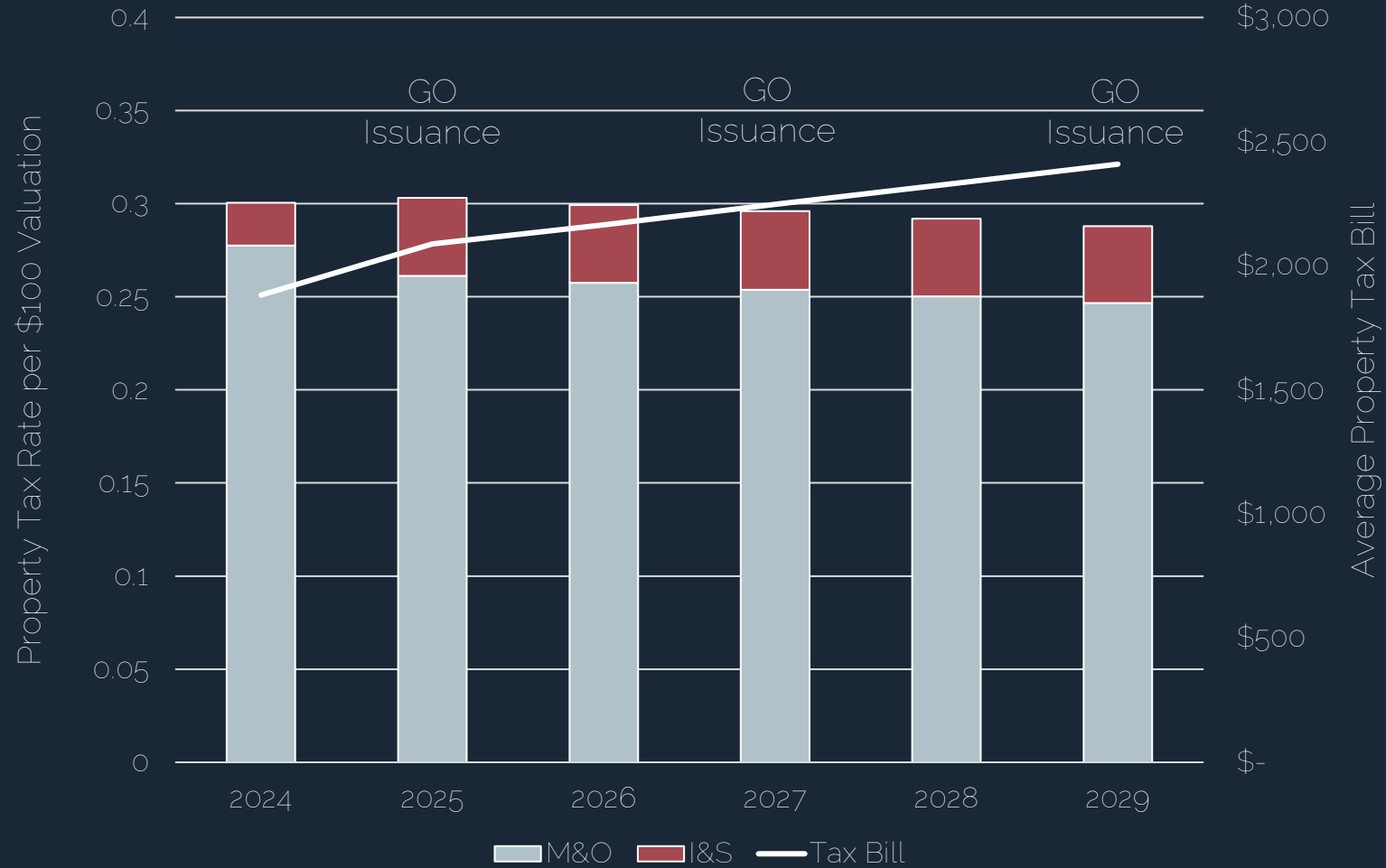
FY 2029 Projected Governmental Fund Expenditures



Projected Governmental Operations vs Capital Expenditures



# Property Tax Rates



# Balanced Scenario Assumptions



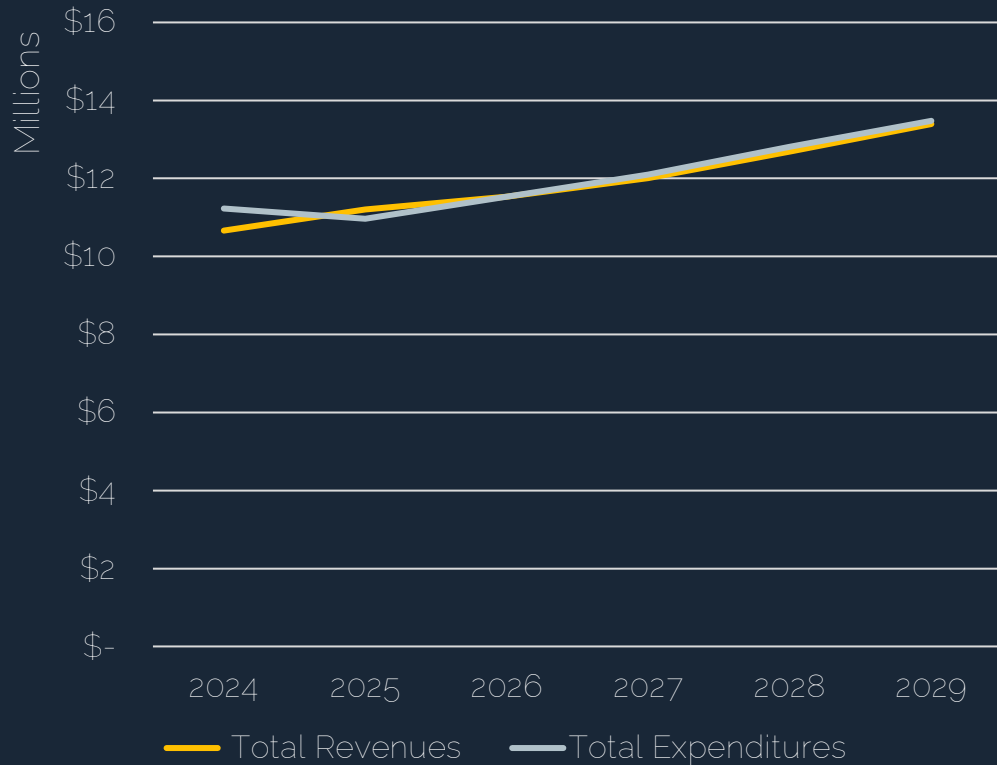
All Baseline Assumptions plus:

- Addition of a Communications Manager and Drainage Lead (\$187,993 initial year)
- Certificates of Obligation for \$2.1 million to fund all approved drainage projects
- Includes Ad Valorem tax rate increases to maintain the City's reserve policy of 50% of operating expenditures

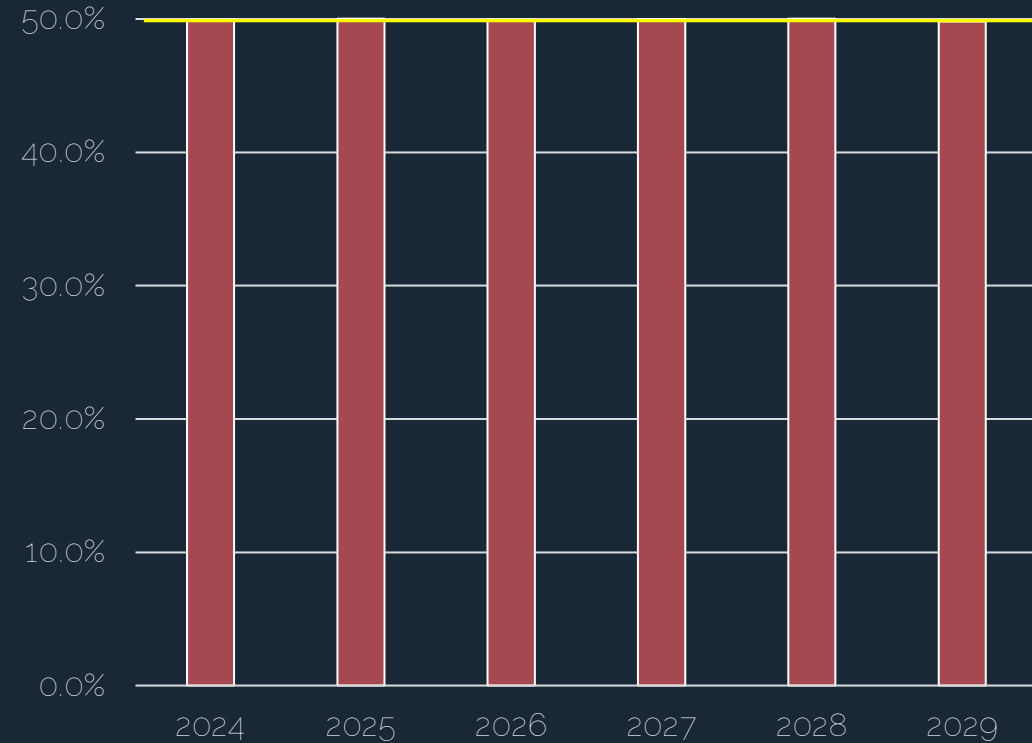
# Balanced Scenario Dashboard



### Revenues and Expenditures



### Reserves as a Percent of Operating Expenditures

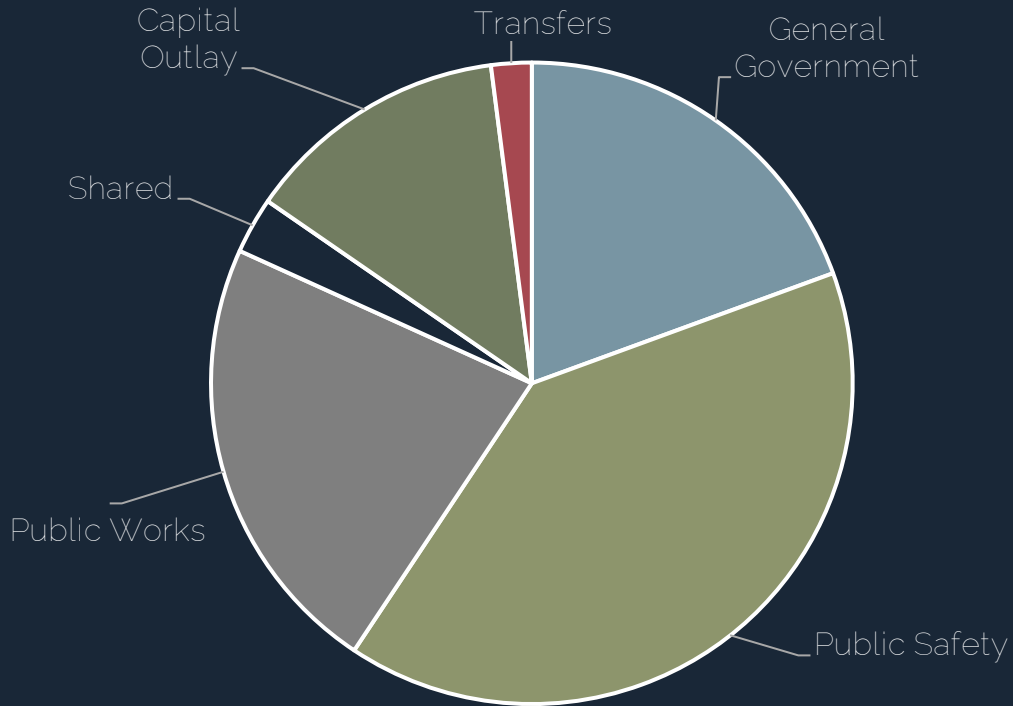




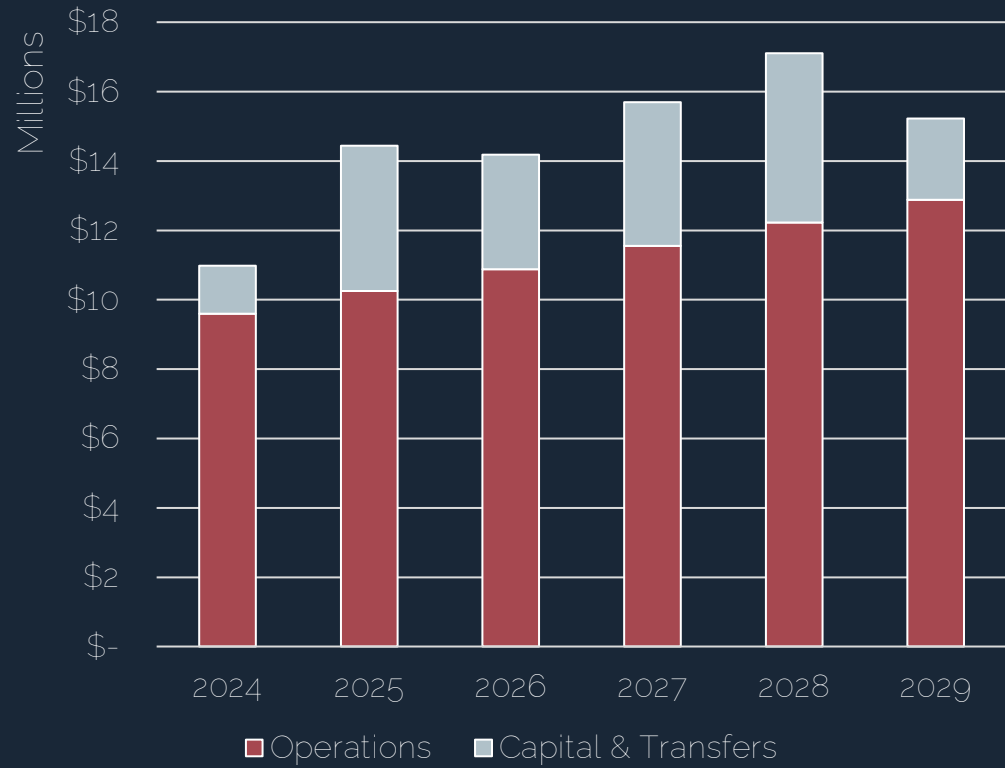
# Portfolio of Services



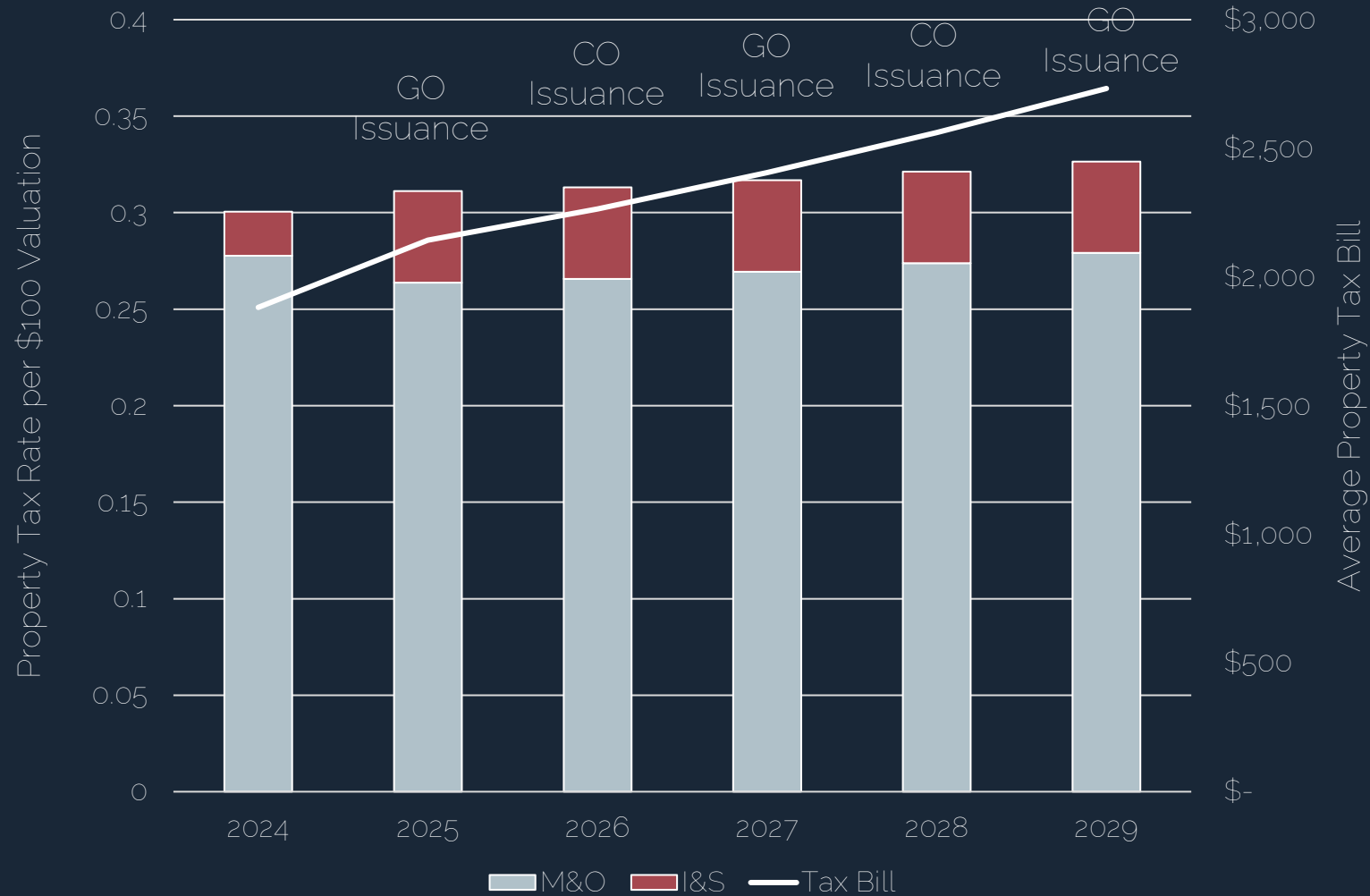
FY 2029 Projected Governmental Fund Expenditures



Projected Governmental Operations vs Capital Expenditures



# Property Tax Rates





# FIVE-YEAR FINANCIAL PLAN

Utility  
Fund  
Baseline  
Scenario

“Known knowns” e.g. wages and benefits, current debt service, inflationary growth, projected revenue growth.



# Baseline Scenario Assumptions

## Revenues

- 2.0% increase in residential water revenue each year
- 2.0% increase in residential wastewater revenue each year
- 45.0% decrease in investment interest revenue over 5 years
- 1.5% increase in other revenue sources

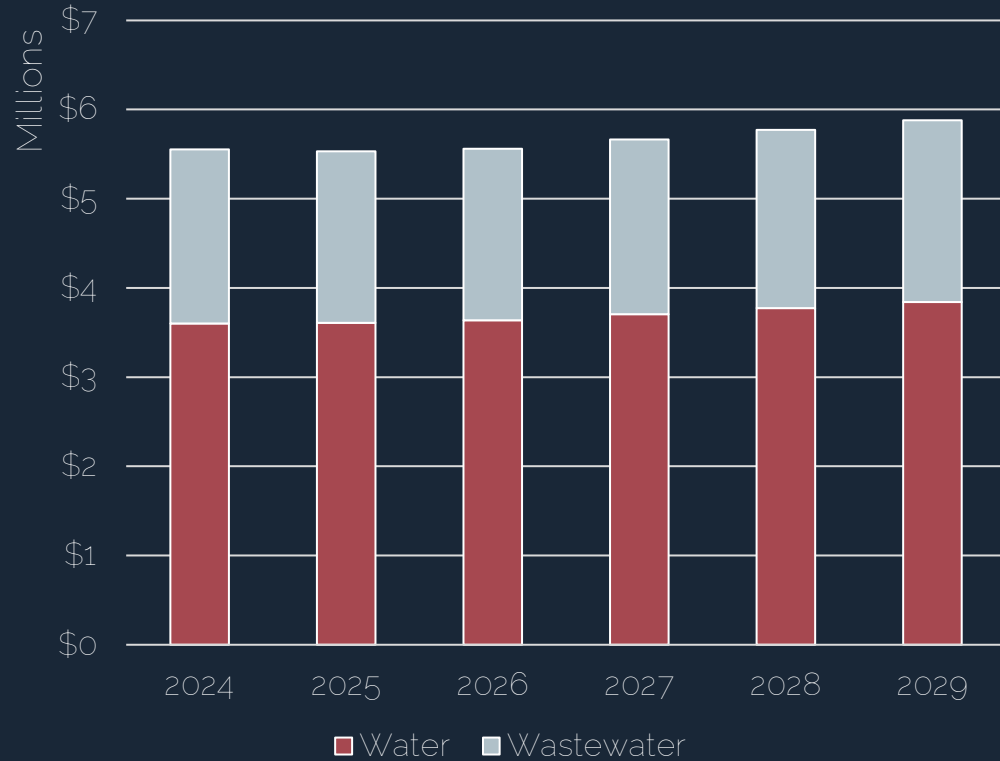
## Expenditures

- 2.5% increase in wages for employee merit
- 4.4% Cost of Living Adjustment (COLA) each year, 2.0% each year following
- 5% increase in health insurance, facility and software contracts
- 2% all other expenses
- Assumes \$25,000/yr of new equipment for water and wastewater
- Assumes \$10,000/yr of new operational capital for water and wastewater
- Assumes no new FTEs
- Assumes no CIP funding

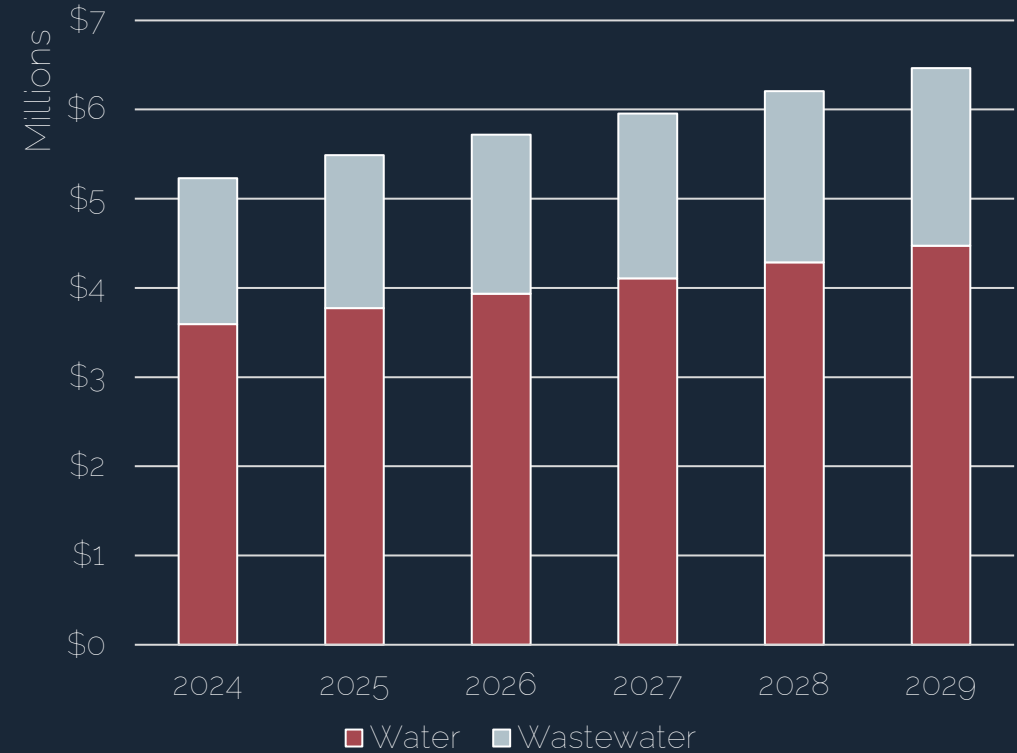
# Baseline Scenario Dashboard



### Operating Revenues Allocated by Utility



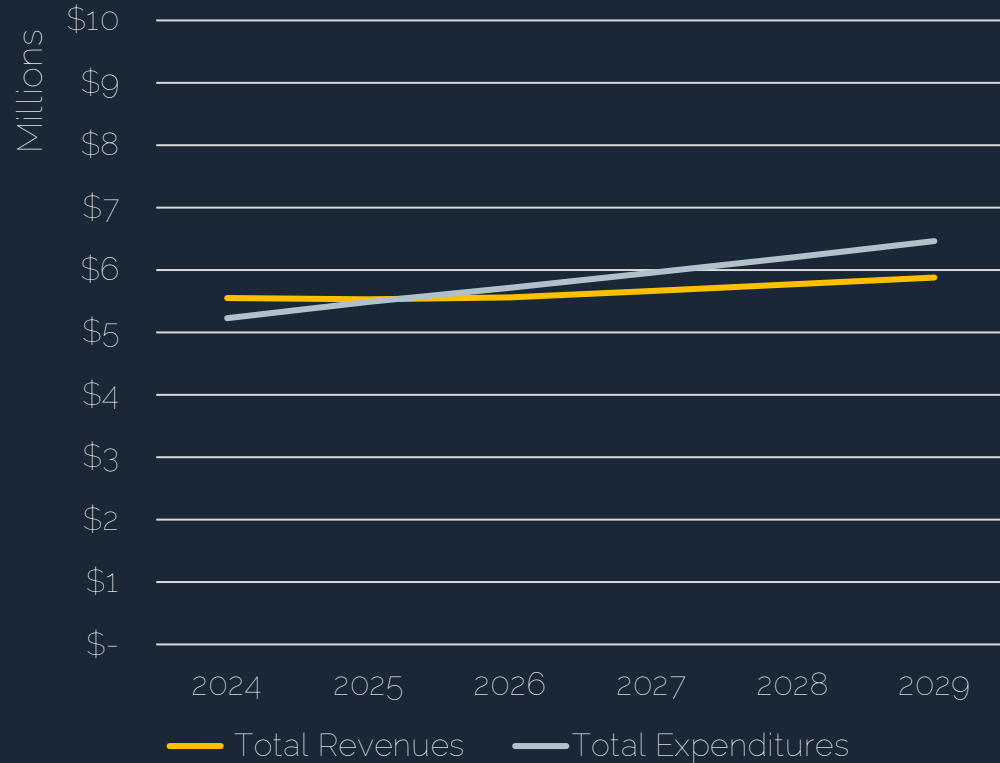
### Operating Expenses Allocated by Utility



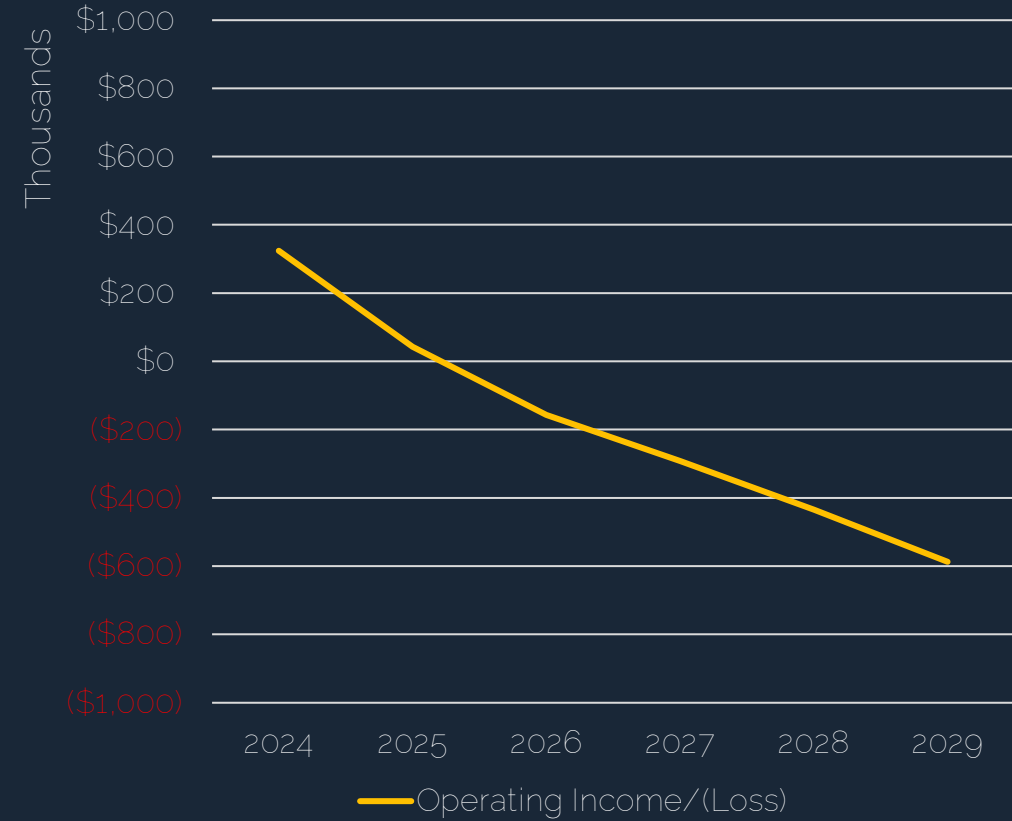
# Baseline Scenario Dashboard



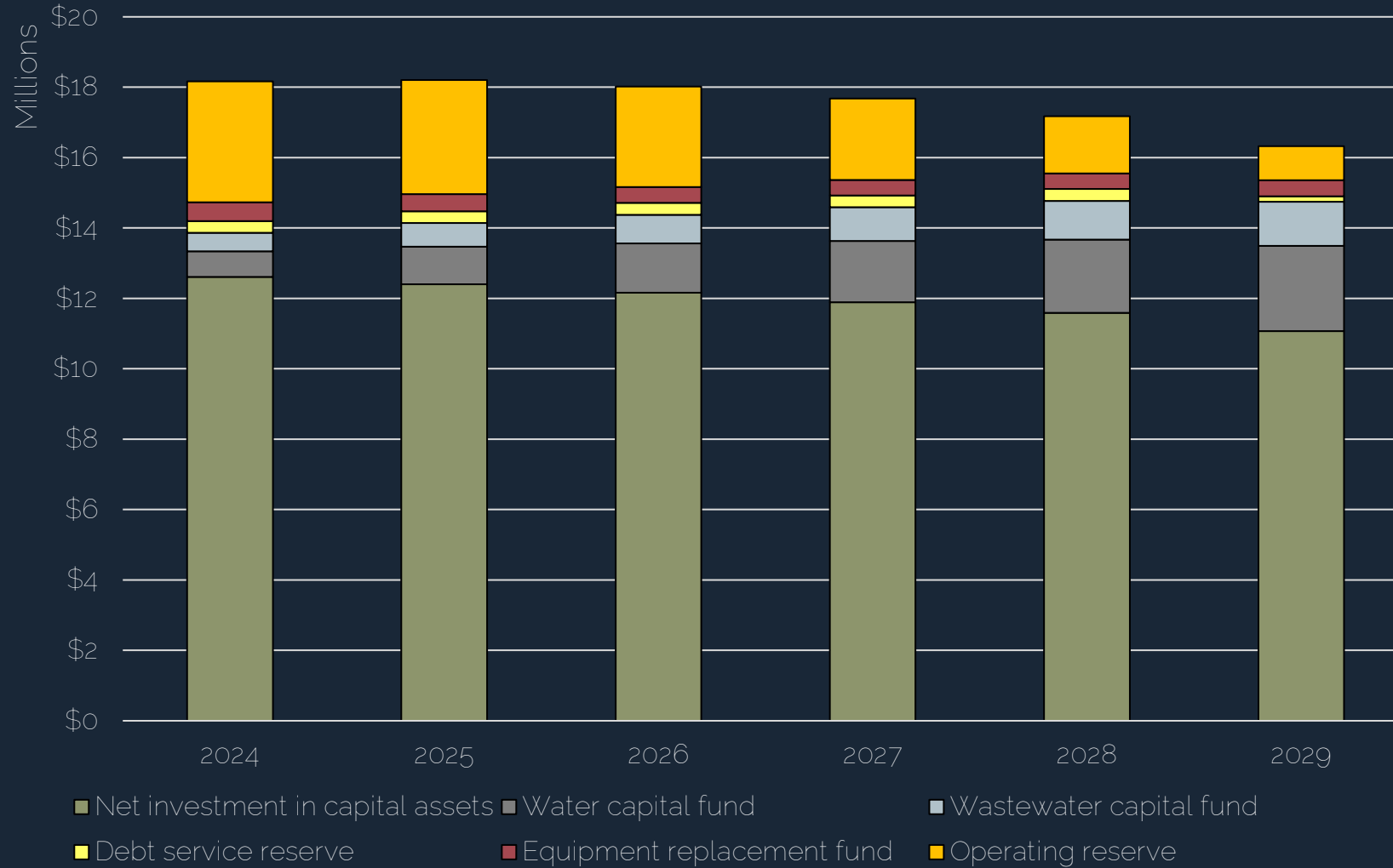
## Operating Revenues and Expenses



## Operating Income/(Loss)



# Net Position





# Questions?





# City of Fair Oaks Ranch

Fair Oaks Ranch, Texas

## **FIVE-YEAR**

# **FINANCIAL PLAN**

FY 2025-2029



## FIVE-YEAR FINANCIAL PLAN

Long term planning is essential to the stability and sustainability of every city. The City of Fair Oaks Ranch currently has several long-range plans that inform the budget and policy processes including a Comprehensive Plan, a Master Transportation Plan, the Strategic Action Plan, the Capital Improvement Plans, and Five-Year Financial Plan. The Five-Year Financial Plan is a long-term financial plan that links long-term policies and plans directly to the annual budget. The plan projects revenues, expenditures and other factors that will have impacts on our financial health given specified assumptions. This five-year financial plan will help staff address the long-term objectives and priorities set forth by the City Council and provide a guide for future decision making. This planning model looks at future trends, assesses areas of potential trouble, and helps the City develop tools to achieve our goals and vision while maintaining our fiscal health.

The Baseline Scenario estimates future revenues and expenditure trends using assumptions with high probability and likelihood. The basis for this model is the FY 2023-24 Adopted Budget less one-time revenues and expenditures.



Figure 1: Planning and Budgeting Cycle

### Scenarios

This model can generate alternative scenarios by taking the baseline and adding a variety of “what if” assumptions such as amending the capital improvements plan (CIP), incorporating debt for high-priority projects, adding new programs, and adjusting for inflation, salary and benefits changes, and more. The more reasonable or likely the assumption, the more useful the scenario will be for future planning.

This planning model is not a static document. It will be updated regularly, and the assumptions will shift with the economic and programmatic trends that impact our revenues and expenditures. The model is not meant to predict exactly what will happen in the future. However, it is intended to provide an outcome *given a certain set of assumptions*. It is one tool of many that can guide the Council when making policy decisions for the future of the City.

## GOVERNMENTAL FUNDS

### BASELINE SCENARIO

The planning model begins with a Baseline Scenario, which uses assumptions that can be ascertained with reasonable certainty using conservative assumptions. The Baseline Scenario uses the Adopted FY 2023-24 Budget with the following assumptions going forward:

*Expenditures*

- No new employees throughout the forecast period
- Wage increases for all employees grow with a 4.4% cost of living adjustment in the first year, and 2.0% each subsequent year, and 2.5% merit increases for eligible employees per year
- Employer insurance premiums increase 5.0% per year
- All software subscriptions increase 5.0% per year
- All facility and engineering contracts increase 5.0% per year
- All other operational costs increase 2.0% per year
- Incremental budget increases to ensure fire and EMS service, whether as a contract model or as a standalone department
- \$20,000 per year of new equipment for public safety and \$50,000 per year for maintenance
- Funding only capital projects that have been reviewed by the bond committee and the City Council
- \$16 million GO Bond to fund all approved roadway projects
- Cash funding of all approved drainage projects

*Revenue*

- Property Taxes increase by the voter-approval rate, maximum rate of 3.5% per year
- Sales Tax revenue increases 4.0% per year
- Other revenue sources increase 1.5% per year
- 45% decrease in investment interest revenue over 5 years

BALANCED SCENARIO

Includes assumptions in the baseline scenario plus the following:

- Issuance of \$2.1 million Certificate of Obligation to fund approved drainage projects
- Addition of two positions – a Communications Manager and a Drainage Maintenance Lead
- Adjustment to property tax rates to maintain the City’s adopted reserve policy of 6 months of operational expenditures

	BASELINE	BALANCED
Sales tax increase 4.0%/yr.	X	X
Salary increases 4.4% COLA year one/2.0% COLA subsequent years +2.5% Merit/yr.	X	X
Health Insurance Premium increase 5.0%/yr.	X	X
Operational Costs increase 2.0%/yr.	X	X
Contract Services increase 5.0%/yr.	X	X
\$20,000/yr. new equipment for public safety	X	X
\$50,000/yr. new equipment for maintenance	X	X
GO Bond to fund approved roadway projects	X	X
No new FTEs	X	
2 New FTEs		X
Drainage Projects in approved CIPs funded with cash	X	
Drainage Projects in approved CIPs funded with CO		X
Property tax M&O revenue increase 3.5%/yr.	X	
Property tax rate adjusted to maintain reserve		X



## UTILITY FUND

### BASELINE SCENARIO

Currently a Baseline Scenario has been developed for the Utility Fund. It uses assumptions that can be ascertained with reasonable certainty using conservative assumptions. The Baseline Scenario uses the Adopted FY 2023-24 Budget with the following assumptions going forward:

#### *Expenditures*

- No new employees throughout the forecast period
- Wage increases for all employees grow with a 4.4% cost of living adjustment in the first year, and 2.0% each subsequent year, and 2.5% merit increases for eligible employees per year
- Employer insurance premiums increase 5.0% per year
- All software subscriptions increase 5.0% per year
- All facility and engineering contracts increase 5.0% per year
- All other operational costs increase 2.0% per year
- \$25,000 per year of new equipment for the water and wastewater utilities
- \$10,000 per year of new operational equipment for the water and wastewater utilities
- No funding of capital projects

#### *Revenue*

- 2.0% increase in residential water revenue each year
- 2.0% increase in residential wastewater revenue each year
- Other operational revenue sources increase 1.5% per year
- 45% decrease in investment interest revenue over 5 years

## Governmental Baseline Scenario

### Assumptions

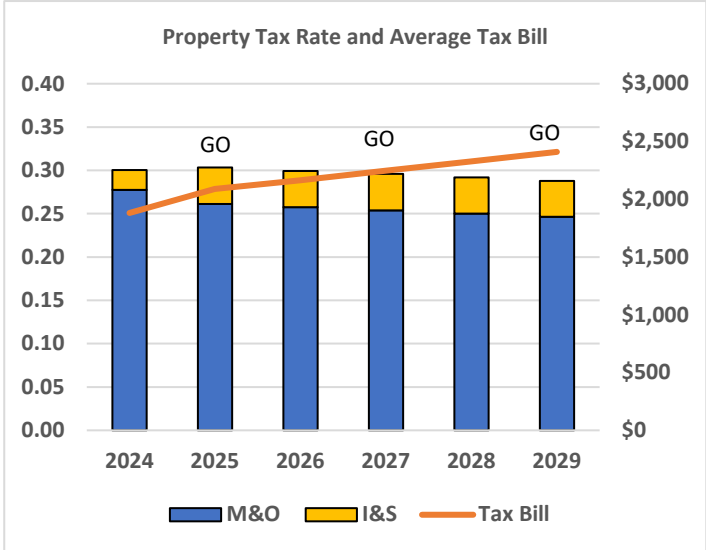
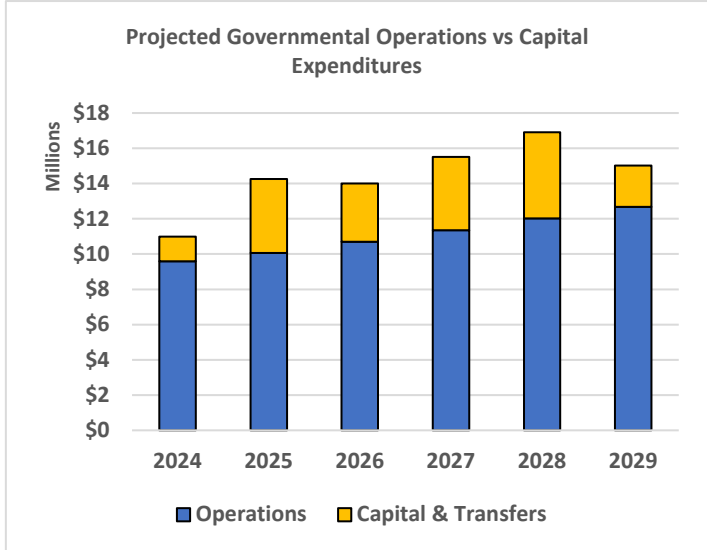
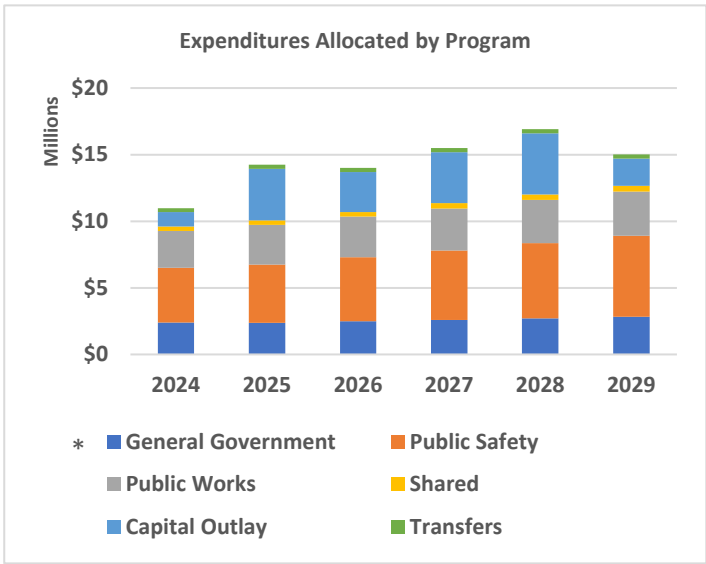
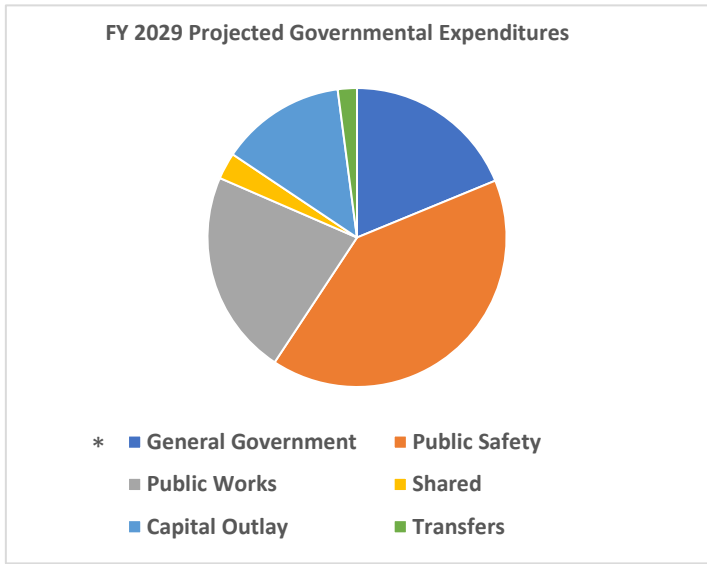
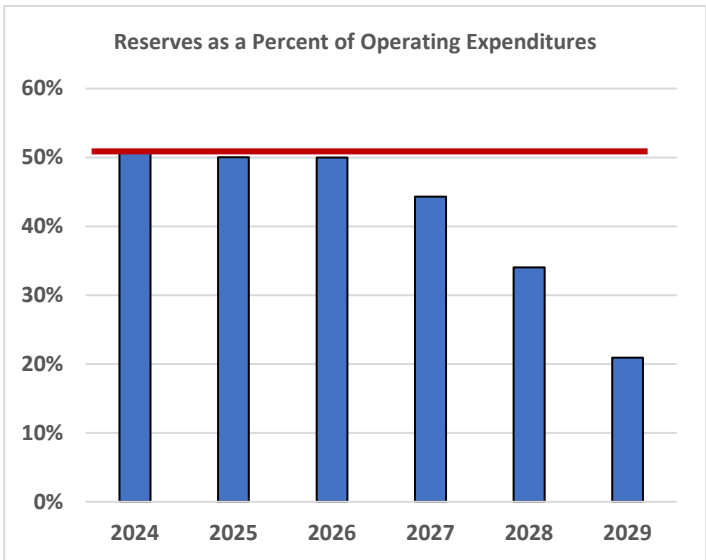
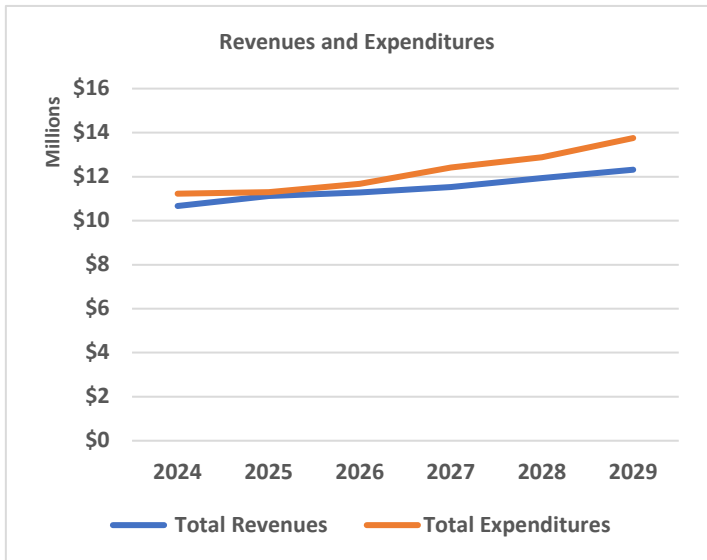
#### Revenue

- 3.5% increase in Property Tax revenue (voter-approval rate) each year based on total taxable valuation percentage increases of 10%/5%/5%/5%/5%
- 4.0% increase in Sales Tax revenue each year
- 1.5% increase for all other lines
- 45% decrease in investment interest revenue over 5 years

#### Expenditures

- 2.5% merit increases for eligible employees
- 4.4% Cost of Living Adjustment (COLA) in first year, 2.0% each subsequent year
- 5% increase in health insurance costs
- 5% increase in software subscriptions
- 5% increase in facility, engineering contracts
- Incremental budget increases to ensure fire and EMS service, whether as a contract model or as a standalone department
- 2% increase in all other costs
- \$1 Million in road maintenance each year
- Drainage maintenance budget of \$50,000 per year
- 5% increase each year in IT workstation replacement budget starting with \$20K
- No new employees throughout the forecast period
- Assumes only capital projects that have been reviewed by the bond committee and the City Council
- Assumes life-cycle replacements funded by the Equipment Replacement Fund, and \$20,000/yr. of new equipment for public safety and \$50,000/yr. for the maintenance department
- Incorporating an \$16 million GO bond disbursed in three tranches for roadway CIP
- All cash payments for approved drainage CIP

### Baseline Scenario Dashboard



\*General Government: Admin, City Sec, HR, Finance, IT and Municipal Court  
 Shared: IT shared services and Non-Departmental shared

Public Works: Maintenance, Building Codes and Engineering

**FY 2024-29 Baseline Scenario Financial Plan by Program**

	<b>2024</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
	<i>Budgeted</i>	<i>Projected</i>					
<b>GENERAL FUND</b>							
<b>Beginning Fund Balance</b>	6,625,229	6,625,229	6,897,298	6,717,863	6,338,446	5,446,720	4,504,459
<b>Revenue</b>							
PROPERTY TAX	6,600,557	6,758,557	7,001,806	7,245,385	7,497,481	7,758,390	8,028,422
MIXED BEVERAGE	25,000	25,000	25,000	25,000	25,000	25,000	25,000
SALES TAX	1,675,071	1,774,246	1,742,074	1,811,757	1,884,227	1,959,596	2,037,980
BANK/INVESTMENT INTEREST	450,000	550,000	270,000	162,000	164,430	166,896	169,400
FRANCHISE FEES	740,685	755,685	749,283	760,522	771,930	783,509	795,262
PERMITS	209,075	259,580	250,711	254,472	258,289	262,163	266,096
ANIMAL CONTROL	1,135	1,385	1,152	1,169	1,187	1,205	1,223
FINES & FORFEITURES	176,465	196,665	179,165	181,852	184,580	187,349	190,159
FEES & SERVICES	278,053	485,124	282,224	286,457	290,754	295,115	299,542
MISCELLANEOUS	225,011	265,741	226,821	228,658	230,523	232,415	234,336
SCHOOL CROSSING GUARD	10,665	13,165	10,825	10,987	11,152	11,319	11,489
LEOSE PROCEEDS	1,850	4,234	1,850	1,850	1,850	1,850	1,850
POLICE SEIZED PROCEEDS	-	-	-	-	-	-	-
<b>Total Operating Revenue</b>	<b>10,393,567</b>	<b>11,089,381</b>	<b>10,740,911</b>	<b>10,970,110</b>	<b>11,321,402</b>	<b>11,684,808</b>	<b>12,060,758</b>
<b>Transfer In</b>							
CAPITAL REPLACEMENT	272,500	272,500	379,408	317,012	207,060	250,951	254,134
<b>Total Revenue</b>	<b>10,666,067</b>	<b>11,361,881</b>	<b>11,120,319</b>	<b>11,287,122</b>	<b>11,528,462</b>	<b>11,935,759</b>	<b>12,314,893</b>
<b>Expenditures by Program</b>							
<b>General Government</b>							
PERSONNEL	1,562,762	1,336,411	1,667,173	1,742,492	1,821,237	1,903,563	1,989,634
SUPPLIES & OPERATIONS	25,887	72,169	27,611	28,065	28,528	28,999	29,478
PROFESSIONAL SERVICES	798,819	830,993	685,087	728,389	740,971	786,895	802,226
<b>Public Safety</b>							
PERSONNEL	3,059,742	2,888,798	3,260,613	3,405,256	3,556,456	3,714,511	3,879,735
SUPPLIES & OPERATIONS	106,980	108,113	111,036	115,269	119,687	124,299	129,115
PROFESSIONAL SERVICES	942,346	951,946	1,003,579	1,268,666	1,534,838	1,802,148	2,070,652
<b>Public Works</b>							
PERSONNEL	1,424,460	1,329,780	1,518,345	1,586,764	1,658,298	1,733,090	1,811,288
SUPPLIES & OPERATIONS	1,022,908	1,094,983	1,175,804	1,179,393	1,183,077	1,186,859	1,190,743
PROFESSIONAL SERVICES	314,938	315,388	282,711	294,958	307,781	321,207	335,267
<b>Shared Services</b>							
PERSONNEL	-	-	-	-	-	-	-
SUPPLIES & OPERATIONS	4,100	4,100	4,172	4,245	4,320	4,397	4,475
PROFESSIONAL SERVICES	332,828	321,243	327,263	338,992	401,214	413,953	427,233
<b>Total Operating Expenditures</b>	<b>9,595,770</b>	<b>9,253,924</b>	<b>10,063,394</b>	<b>10,692,489</b>	<b>11,356,406</b>	<b>12,019,921</b>	<b>12,669,846</b>

	<b>2024</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
	<b>Budgeted</b>	<b>Projected</b>					
<b>GENERAL FUND</b>							
<b>Capital Outlay</b>							
GENERAL GOVERNMENT	20,626	20,048	27,000	22,050	23,153	24,310	25,526
PUBLIC SAFETY	247,985	384,542	150,000	153,000	156,060	159,181	162,365
PUBLIC WORKS	245,500	315,827	229,408	164,012	51,000	91,769	91,769
SHARED SERVICES	-	-	-	-	-	-	-
<b>Transfers Out</b>							
TRANSFER TO CAP IMP FUND	813,526	813,526	519,444	324,480	523,062	272,331	493,853
TRANSFER TO VEH/EQUIP FUND	301,945	301,945	310,508	310,508	310,508	310,508	310,508
<b>Total Expenditures</b>	<b>11,225,352</b>	<b>11,089,813</b>	<b>11,299,754</b>	<b>11,666,539</b>	<b>12,420,188</b>	<b>12,878,021</b>	<b>13,753,866</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>(559,285)</b>	<b>272,069</b>	<b>(179,435)</b>	<b>(379,417)</b>	<b>(891,726)</b>	<b>(942,262)</b>	<b>(1,438,974)</b>
<b>Ending Fund Balance</b>	<b>6,065,944</b>	<b>6,897,298</b>	<b>6,717,863</b>	<b>6,338,446</b>	<b>5,446,720</b>	<b>4,504,459</b>	<b>3,065,485</b>
<b>Non-Spendable</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>
<b>Restricted Reserves</b>	<b>123,638</b>	<b>123,638</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>
<b>Tree Mitigation and Legal Reserve</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>
<b>Unallocated Reserve Balance</b>	<b>967,563</b>	<b>1,798,917</b>	<b>1,270,000</b>	<b>580,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Operating Reserve Balance</b>	<b>4,688,119</b>	<b>4,688,119</b>	<b>5,032,852</b>	<b>5,343,435</b>	<b>5,031,709</b>	<b>4,089,448</b>	<b>2,650,474</b>
<b>Percent of Operating Expenditures</b>	<b>48.9%</b>	<b>50.7%</b>	<b>50.0%</b>	<b>50.0%</b>	<b>44.3%</b>	<b>34.0%</b>	<b>20.9%</b>



### FY 2024-29 Baseline Scenario Financial Plan by Category

	2024 <i>Budgeted</i>	2024 <i>Projected</i>	2025	2026	2027	2028	2029
<b>GENERAL FUND</b>							
<b>Beginning Fund Balance</b>	6,625,229	6,625,229	6,897,298	6,717,863	6,338,446	5,446,720	4,504,459
<b>Revenue</b>							
PROPERTY TAX	6,600,557	6,758,557	7,001,806	7,245,385	7,497,481	7,758,390	8,028,422
MIXED BEVERAGE	25,000	25,000	25,000	25,000	25,000	25,000	25,000
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PERMITS	209,075	259,580	250,711	254,472	258,289	262,163	266,096
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LEOSE PROCEEDS	1,850	4,234	1,850	1,850	1,850	1,850	1,850
POLICE SEIZED PROCEEDS	-	-	-	-	-	-	-
<b>Total Operating Revenue</b>	<b>10,393,567</b>	<b>11,089,381</b>	<b>10,740,911</b>	<b>10,970,110</b>	<b>11,321,402</b>	<b>11,684,808</b>	<b>12,060,758</b>
<b>Transfer In</b>							
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<b>Total Revenue</b>	<b>10,666,067</b>	<b>11,361,881</b>	<b>11,120,319</b>	<b>11,287,122</b>	<b>11,528,462</b>	<b>11,935,759</b>	<b>12,314,893</b>
<b>Expenditures by Category</b>							
<b>Personnel</b>							
SALARIES	4,435,518	4,006,440	4,741,569	4,954,939	5,177,912	5,410,918	5,654,409
OVERTIME	43,581	82,646	46,503	48,582	50,754	53,024	55,397
PAYROLL TAXES	345,819	308,247	369,386	385,842	403,037	421,002	439,774
WORKERS' COMP INSURANCE	114,140	106,300	115,852	117,590	119,354	121,144	122,961
RETIREMENT	552,703	497,514	590,840	617,427	645,212	674,246	704,587
HEALTH INSURANCE	666,615	522,641	699,946	734,943	771,690	810,275	850,788
UNIFORM ALLOWANCE	27,000	24,000	27,000	27,000	27,000	27,000	27,000
CAR ALLOWANCE	7,200	7,200	7,200	7,200	7,200	7,200	7,200
ALLOWANCE FOR VACANCIES	(145,612)	-	(152,165)	(159,012)	(166,167)	(173,645)	(181,459)
<b>Supplies, Maintenance and Operations</b>							
SUPPLIES & CONSUMABLES	32,825	32,825	32,666	33,319	33,985	34,665	35,358
MINOR EQUIPMENT & FURNITURE	47,104	51,826	47,332	48,279	49,244	50,229	51,234
FUEL	65,450	65,450	68,497	71,692	75,042	78,555	82,239
UNIFORMS	22,730	22,730	23,158	23,594	24,039	24,492	24,955
MISCELLANEOUS	-	-	-	-	-	-	-
COMMITTEES	2,500	2,500	2,538	2,576	2,614	2,653	2,693
COURT TECHNOLOGY	2,823	2,823	5,075	5,151	5,228	5,307	5,386
COURT SECURITY BUILDING	6,000	51,338	6,090	6,181	6,274	6,368	6,464
VEHICLE MAINTENANCE/REPAIRS	35,880	35,880	37,224	38,626	40,089	41,616	43,210
EQUIPMENT MAINTENANCE/REPAIRS	15,500	15,500	15,810	16,126	16,449	16,778	17,113

	2024 <i>Budgeted</i>	2024 <i>Projected</i>	2025	2026	2027	2028	2029
<b>GENERAL FUND</b>							
BUILDING MAINTENANCE/REPAIRS	23,063	52,063	23,524	23,995	24,475	24,964	25,463
LANDSCAPING & GREENSPACE MAINT	15,500	15,500	5,610	5,722	5,837	5,953	6,072
STREET MAINTENANCE	870,000	910,431	1,030,600	1,031,212	1,031,836	1,032,473	1,033,122
DRAINAGE WORK	20,000	20,000	20,000	20,000	20,000	20,000	20,000
EMERGENCY RESPONSE	500	500	500	500	500	500	500
<b>Professional Services</b>							
PROFESSIONAL SERVICES	1,457,175	1,495,395	1,390,311	1,675,040	1,961,837	2,250,807	2,542,058
DUES/SUBSCRIPTIONS	18,996	21,596	22,270	22,651	23,040	23,437	23,842
TRAINING/SEMINARS & TRAVEL	114,005	113,755	110,025	112,086	114,187	116,331	118,518
MEETINGS & RELATED TRAVEL	22,000	21,800	22,204	22,412	22,624	22,841	23,062
PUBLIC RELATIONS & EVENTS	64,100	64,791	58,137	59,195	60,274	61,374	62,497
EMPLOYEE APPRECIATION	15,340	15,340	15,581	15,826	16,077	16,332	16,593
ELECTIONS	32,000	32,000	16,000	32,000	16,000	32,000	16,000
RECORDING / REPORTING	10,000	10,000	10,000	10,000	10,000	10,000	10,000
EMPLOYMENT COSTS	2,675	2,675	2,729	2,783	2,839	2,896	2,953
INVESTIGATIONS	7,000	7,000	7,140	7,283	7,428.46	7,577.03	7,728.57
LEOSE TRAINING	3,000	3,000	1,850	1,850	1,850	1,850	1,850
FELONY FORFEITURE EXPENDITURES	-	-	-	-	-	-	-
TECH/INTERNET/SOFTWARE MAINT	309,812	310,975	315,131	330,888	347,432	364,804	383,044
<b>Shared Services</b>							
FACILITY CONTRACTS & SERVICES	176,555	143,592	172,783	181,422	190,493	200,018	210,019
POSTAGE	5,625	5,625	5,738	5,852	5,969	6,089	6,210
GENERAL LIABILITY INSURANCE	65,000	86,378	66,300	67,626	68,979	70,358	71,765
ELECTRICITY	44,000	44,000	44,880	45,778	46,693	47,627	48,580
PHONE/CABLE/ALARMS	41,648	41,648	37,563	38,314	39,080	39,862	40,659
COMMUNITY CENTER	-	-	-	-	50,000	50,000	50,000
<b>Total Operating Expenditures</b>	<b>9,595,770</b>	<b>9,253,924</b>	<b>10,063,394</b>	<b>10,692,489</b>	<b>11,356,406</b>	<b>12,019,921</b>	<b>12,669,846</b>
<b>Capital Outlay</b>							
FURNITURE, FIXTURES & EQUIP	514,111	720,417	406,408	339,062	230,213	275,261	279,660
<b>Transfers Out</b>							
TRANSFER TO CAP IMP FUND 02	813,526	813,526	519,444	324,480	523,062	272,331	493,853
TRANSFER TO VEH/EQUIP FUND 31	301,945	301,945	310,508	310,508	310,508	310,508	310,508
<b>Total Expenditures</b>	<b>11,225,352</b>	<b>11,089,813</b>	<b>11,299,754</b>	<b>11,666,539</b>	<b>12,420,188</b>	<b>12,878,021</b>	<b>13,753,866</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>(559,285)</b>	<b>272,069</b>	<b>(179,435)</b>	<b>(379,417)</b>	<b>(891,726)</b>	<b>(942,262)</b>	<b>(1,438,974)</b>
<b>Ending Fund Balance</b>	<b>6,065,944</b>	<b>6,897,298</b>	<b>6,717,863</b>	<b>6,338,446</b>	<b>5,446,720</b>	<b>4,504,459</b>	<b>3,065,485</b>
<b>Non-Spendable</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>
<b>Restricted Reserves</b>	<b>123,638</b>	<b>123,638</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>
<b>Tree Mitigation and Legal Reserve</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>
<b>Unallocated Reserve Balance</b>	<b>967,563</b>	<b>1,798,917</b>	<b>1,270,000</b>	<b>580,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Operating Reserve Balance</b>	<b>4,688,119</b>	<b>4,688,119</b>	<b>5,032,852</b>	<b>5,343,435</b>	<b>5,031,709</b>	<b>4,089,448</b>	<b>2,650,474</b>
<b>Percent of Operating Expenditures</b>	<b>48.9%</b>	<b>50.7%</b>	<b>50.0%</b>	<b>50.0%</b>	<b>44.3%</b>	<b>34.0%</b>	<b>20.9%</b>

**FY 2024-29 Estimated Tax Rates**

	<u>Current FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>
Tax Rate/\$100 Valuation						
General Fund (M&O)	0.2776	0.2612	0.2575	0.2538	0.2502	0.2466
Debt Service Fund (I&S)	0.0229	0.0420	0.0419	0.0423	0.0418	0.0413
<b>Total Tax Rate</b>	<b>0.3005</b>	<b>0.3032</b>	<b>0.2994</b>	<b>0.2961</b>	<b>0.2920</b>	<b>0.2879</b>
Total Taxable Valuation	2,448,522,523	2,693,374,775	2,828,043,514	2,969,445,690	3,117,917,974	3,273,813,873
M&O Tax Rate/\$100 Valuation	0.2776	0.2612	0.2575	0.2538	0.2502	0.2466
Total M&O Levy	6,797,099	7,034,997	7,281,222	7,536,065	7,799,827	8,072,821
<b>% Increase in M&amp;O Levy</b>		<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>
Total Taxable Valuation	2,448,522,523	2,693,374,775	2,828,043,514	2,969,445,690	3,117,917,974	3,273,813,873
I&S Tax rate/\$100 Valuation	0.0229	0.0420	0.0419	0.0423	0.0418	0.0413
Total I&S Levy	560,712	1,131,217	1,184,950	1,256,076	1,303,290	1,352,085
Total Levy (100%)	\$ 7,357,810	\$ 8,166,214	\$ 8,466,172	\$ 8,792,140	\$ 9,103,117	\$ 9,424,906
Yr. over Yr. increase (decrease)		\$ 808,404	\$ 299,958	\$ 325,968	\$ 310,976	\$ 321,789
Ave Home Taxable Value	\$ 626,093	\$ 688,702	\$ 723,137	\$ 759,294	\$ 797,258	\$ 837,121
Average Tax Bill	\$ 1,881	\$ 2,088	\$ 2,165	\$ 2,248	\$ 2,328	\$ 2,410

	<i>Prior</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>Total</i>
<b>RELIABLE AND SUSTAINABLE INFRASTRUCTURE - ROADWAY PROJECTS</b>								
Dietz Elkhorn Roadway Reconstruction	100,721	509,429	2,093,922	1,581,078	-	-	-	4,285,150
Reconstruct Battle Intense near Trailside	-	-	420,000	-	-	-	-	420,000
Rolling Acres Roadway Reconstruction	-	-	-	315,000	315,000	1,260,000	1,260,000	3,150,001
Ammann Road Maintenance	-	-	439,699	435,512	2,769,375	2,769,375		6,413,961
<b>Total Roadway</b>	<b>100,721</b>	<b>509,429</b>	<b>2,953,621</b>	<b>2,331,590</b>	<b>3,084,375</b>	<b>4,029,375</b>	<b>1,260,000</b>	<b>14,269,111</b>

	<i>Prior</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>Total</i>
<b>RELIABLE AND SUSTAINABLE INFRASTRUCTURE - DRAINAGE PROJECTS</b>								
Drainage 28907 Chartwell Lane (CIP #35)	-	64,829	270,400	-	-	-	-	335,229
Drainage 8472 Rolling Acres Trail (CIP# 2)	-	-	67,600	162,240	-	-	-	229,840
Drainage 8040 Rolling Acres Trail (CIP# 4)	-	-	67,600	162,240	-	-	-	229,840
Drainage 7740 Pimlico Lane (CIP# 42)	-	-	113,844	-	-	-	-	113,844
Drainage 8426 Triple Crown (CIP# 41)	-	-	-	-	253,094	-	-	253,094
Drainage 8312 Triple Crown (CIP #43)	-	-	-	-	269,967	-	-	269,967
Drainage 32030 Scarteen (CIP# 53)	-	-	-	-	-	72,331	193,853	266,184
Drainage 31988 Scarteen (CIP# 44)	-	-	-	-	-	100,000	-	100,000
Drainage 7644 Pimlico Lane (CIP# 46)	-	-	-	-	-	100,000	-	100,000
Drainage 8045 Flagstone Hill (CIP# 63)	-	-	-	-	-	-	100,000	100,000
Drainage 8402 Battle Intense LWC (CIP# 23)	-	-	-	-	-	-	200,000	200,000
<b>Total Drainage</b>	<b>-</b>	<b>64,829</b>	<b>519,444</b>	<b>324,480</b>	<b>523,062</b>	<b>272,331</b>	<b>493,853</b>	<b>2,197,999</b>

## Governmental Balanced Scenario

### Assumptions

All Baseline Assumptions

Plus:

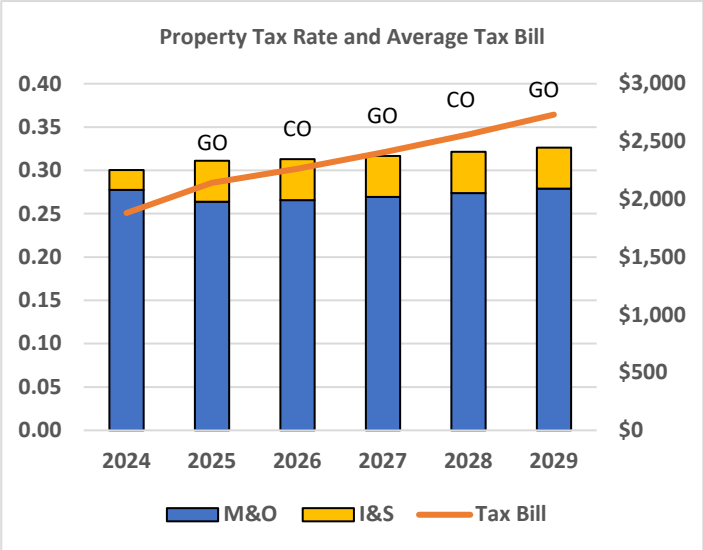
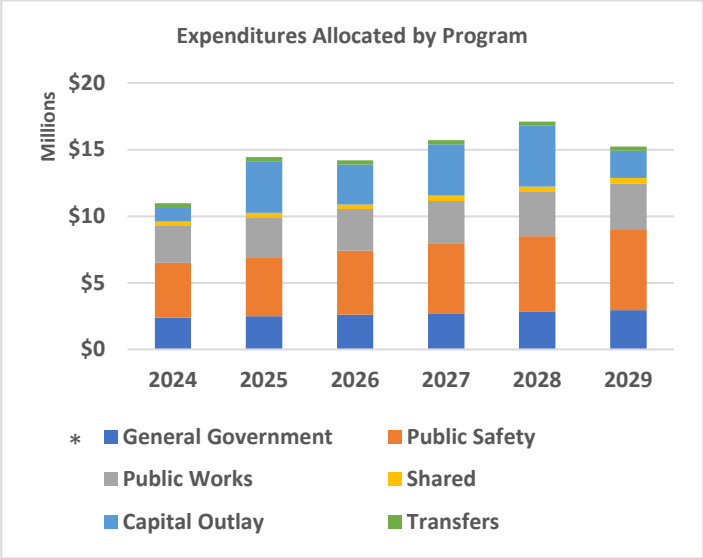
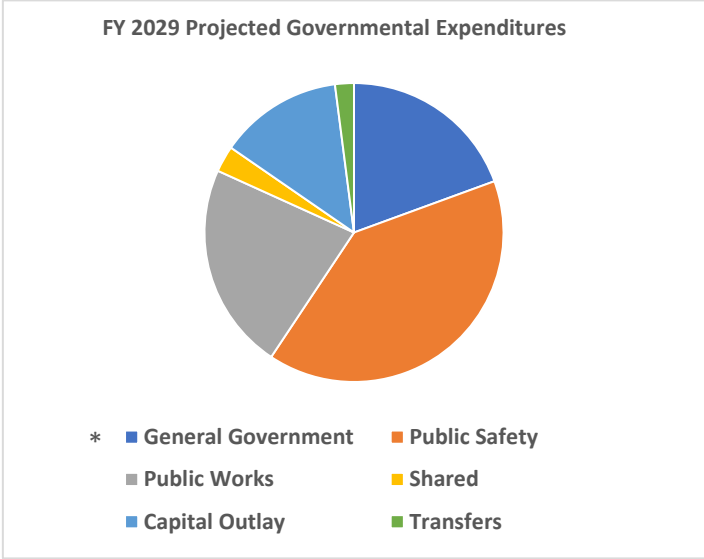
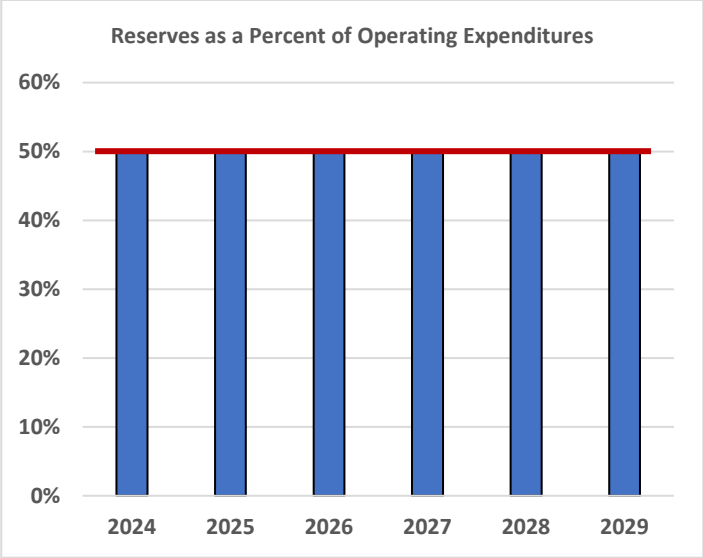
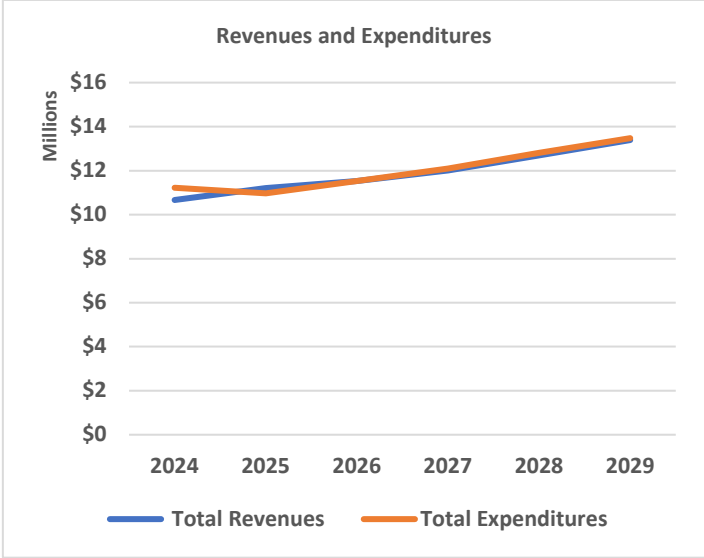
Incorporating a \$2.1 million Certificates of Obligation to fund approved drainage projects

2 additional FTEs added in 2025 (Communications Manager and Drainage Maintenance Lead)

Adjusting the property tax rate to maintain the City's adopted reserve policy of 50%

(6 months) operating expenditures

### Balanced Scenario Dashboard



\*General Government: Admin, City Sec, HR, Finance, IT and Municipal Court  
 Shared: IT shared services and Non-Departmental shared

Public Works: Maintenance, Building Codes and Engineering

**FY 2024-29 Balanced Scenario Financial Plan by Program**

	<b>2024</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
	<i>Budgeted</i>	<i>Projected</i>					
<b>GENERAL FUND</b>							
<b>Beginning Fund Balance</b>	6,625,229	6,625,229	6,897,298	7,134,946	7,137,997	7,050,564	6,927,132
<b>Revenue</b>							
PROPERTY TAX	6,600,557	6,758,557	7,087,388	7,492,181	7,976,003	8,511,049	9,103,321
MIXED BEVERAGE	25,000	25,000	25,000	25,000	25,000	25,000	25,000
SALES TAX	1,675,071	1,774,246	1,742,074	1,811,757	1,884,227	1,959,596	2,037,980
BANK/INVESTMENT INTEREST	450,000	550,000	270,000	162,000	164,430	166,896	169,400
FRANCHISE FEES	740,685	755,685	749,283	760,522	771,930	783,509	795,262
PERMITS	209,075	259,580	250,711	254,472	258,289	262,163	266,096
ANIMAL CONTROL	1,135	1,385	1,152	1,169	1,187	1,205	1,223
FINES & FORFEITURES	176,465	196,665	179,165	181,852	184,580	187,349	190,159
FEES & SERVICES	278,053	485,124	282,224	286,457	290,754	295,115	299,542
MISCELLANEOUS	225,011	265,741	226,821	228,658	230,523	232,415	234,336
SCHOOL CROSSING GUARD	10,665	13,165	10,825	10,987	11,152	11,319	11,489
LEOSE PROCEEDS	1,850	4,234	1,850	1,850	1,850	1,850	1,850
POLICE SEIZED PROCEEDS	-	-	-	-	-	-	-
<b>Total Operating Revenue</b>	<b>10,393,567</b>	<b>11,089,381</b>	<b>10,826,493</b>	<b>11,216,907</b>	<b>11,799,925</b>	<b>12,437,467</b>	<b>13,135,657</b>
<b>Transfer In</b>							
CAPITAL REPLACEMENT	272,500	272,500	379,408	317,012	207,060	250,951	254,134
<b>Total Revenue</b>	<b>10,666,067</b>	<b>11,361,881</b>	<b>11,205,901</b>	<b>11,533,918</b>	<b>12,006,985</b>	<b>12,688,418</b>	<b>13,389,792</b>
<b>Expenditures by Program</b>							
<b>General Government</b>							
PERSONNEL	1,562,762	1,336,411	1,781,982	1,862,482	1,946,642	2,034,630	2,126,620
SUPPLIES & OPERATIONS	25,887	72,169	32,661	28,115	28,578	29,049	29,528
PROFESSIONAL SERVICES	798,819	830,993	685,087	728,389	740,971	786,895	802,226
<b>Public Safety</b>							
PERSONNEL	3,059,742	2,888,798	3,260,613	3,405,256	3,556,456	3,714,511	3,879,735
SUPPLIES & OPERATIONS	106,980	108,113	111,036	115,269	119,687	124,299	129,115
PROFESSIONAL SERVICES	942,346	951,946	1,003,579	1,268,666	1,534,838	1,802,148	2,070,652
<b>Public Works</b>							
PERSONNEL	1,424,460	1,329,780	1,584,129	1,655,482	1,730,084	1,808,082	1,889,634
SUPPLIES & OPERATIONS	1,022,908	1,094,983	1,177,554	1,179,393	1,183,077	1,186,859	1,190,743
PROFESSIONAL SERVICES	314,938	315,388	283,261	295,008	307,831	321,257	335,317
<b>Shared Services</b>							
PERSONNEL	-	-	-	-	-	-	-
SUPPLIES & OPERATIONS	4,100	4,100	4,172	4,245	4,320	4,397	4,475
PROFESSIONAL SERVICES	332,828	321,243	327,263	338,992	401,214	413,953	427,233
<b>Total Operating Expenditures</b>	<b>9,595,770</b>	<b>9,253,924</b>	<b>10,251,337</b>	<b>10,881,297</b>	<b>11,553,697</b>	<b>12,226,081</b>	<b>12,885,278</b>

	<b>2024</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
	<i>Budgeted</i>	<i>Projected</i>					
<b>GENERAL FUND</b>							
<b>Capital Outlay</b>							
GENERAL GOVERNMENT	20,626	20,048	27,000	22,050	23,153	24,310	25,526
PUBLIC SAFETY	247,985	384,542	150,000	153,000	156,060	159,181	162,365
PUBLIC WORKS	245,500	315,827	229,408	164,012	51,000	91,769	91,769
SHARED SERVICES	-	-	-	-	-	-	-
<b>Transfers Out</b>							
TRANSFER TO CAP IMP FUND	813,526	813,526	-	-	-	-	-
TRANSFER TO VEH/EQUIP FUND	301,945	301,945	310,508	310,508	310,508	310,508	310,508
<b>Total Expenditures</b>	<b>11,225,352</b>	<b>11,089,813</b>	<b>10,968,253</b>	<b>11,530,867</b>	<b>12,094,418</b>	<b>12,811,850</b>	<b>13,475,445</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>(559,285)</b>	<b>272,069</b>	<b>237,648</b>	<b>3,051</b>	<b>(87,433)</b>	<b>(123,432)</b>	<b>(85,654)</b>
<b>Ending Fund Balance</b>	<b>6,065,944</b>	<b>6,897,298</b>	<b>7,134,946</b>	<b>7,137,997</b>	<b>7,050,564</b>	<b>6,927,132</b>	<b>6,841,478</b>
<b>Non-Spendable</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>
<b>Restricted Reserves</b>	<b>123,638</b>	<b>123,638</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>
<b>Tree Mitigation and Legal Reserve</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>
<b>Unallocated Reserve Balance</b>	<b>967,563</b>	<b>1,798,917</b>	<b>1,590,000</b>	<b>1,280,000</b>	<b>860,000</b>	<b>395,000</b>	<b>-</b>
<b>Operating Reserve Balance</b>	<b>4,688,119</b>	<b>4,688,119</b>	<b>5,129,935</b>	<b>5,442,986</b>	<b>5,775,553</b>	<b>6,117,121</b>	<b>6,426,467</b>
<b>Percent of Operating Expenditures</b>	<b>48.9%</b>	<b>50.7%</b>	<b>50.0%</b>	<b>50.0%</b>	<b>50.0%</b>	<b>50.0%</b>	<b>49.9%</b>



**FY 2024-29 Balanced Scenario Financial Plan by Category**

	2024 <i>Budgeted</i>	2024 <i>Projected</i>	2025	2026	2027	2028	2029
<b>GENERAL FUND</b>							
<b>Beginning Fund Balance</b>	6,625,229	6,625,229	6,897,298	7,134,946	7,137,997	7,050,564	6,927,132
<b>Revenue</b>							
PROPERTY TAX	6,600,557	6,758,557	7,087,388	7,492,181	7,976,003	8,511,049	9,103,321
MIXED BEVERAGE	25,000	25,000	25,000	25,000	25,000	25,000	25,000
SALES TAX	1,675,071	1,774,246	1,742,074	1,811,757	1,884,227	1,959,596	2,037,980
BANK/INVESTMENT INTEREST	450,000	550,000	270,000	162,000	164,430	166,896	169,400
FRANCHISE FEES	740,685	755,685	749,283	760,522	771,930	783,509	795,262
PERMITS	209,075	259,580	250,711	254,472	258,289	262,163	266,096
ANIMAL CONTROL	1,135	1,385	1,152	1,169	1,187	1,205	1,223
FINES & FORFEITURES	176,465	196,665	179,165	181,852	184,580	187,349	190,159
FEES & SERVICES	278,053	485,124	282,224	286,457	290,754	295,115	299,542
MISCELLANEOUS	225,011	265,741	226,821	228,658	230,523	232,415	234,336
SCHOOL CROSSING GUARD	10,665	13,165	10,825	10,987	11,152	11,319	11,489
LEOSE PROCEEDS	1,850	4,234	1,850	1,850	1,850	1,850	1,850
POLICE SEIZED PROCEEDS	-	-	-	-	-	-	-
<b>Total Operating Revenue</b>	<b>10,393,567</b>	<b>11,089,381</b>	<b>10,826,493</b>	<b>11,216,907</b>	<b>11,799,925</b>	<b>12,437,467</b>	<b>13,135,657</b>
<b>Transfer In</b>							
CAPITAL REPLACEMENT	272,500	272,500	379,408	317,012	207,060	250,951	254,134
<b>Total Revenue</b>	<b>10,666,067</b>	<b>11,361,881</b>	<b>11,205,901</b>	<b>11,533,918</b>	<b>12,006,985</b>	<b>12,688,418</b>	<b>13,389,792</b>
<b>Expenditures by Category</b>							
<b>Personnel</b>							
SALARIES	4,435,518	4,006,440	4,871,969	5,091,207	5,320,312	5,559,726	5,809,913
OVERTIME	43,581	82,646	47,051	49,155	51,353	53,650	56,050
PAYROLL TAXES	345,819	308,247	379,638	396,548	414,217	432,679	451,968
WORKERS' COMP INSURANCE	114,140	106,300	119,277	121,066	122,882	124,725	126,596
RETIREMENT	552,703	497,514	607,169	634,491	663,043	692,880	724,060
HEALTH INSURANCE	666,615	522,641	719,585	755,564	793,343	833,010	874,660
UNIFORM ALLOWANCE	27,000	24,000	27,000	27,000	27,000	27,000	27,000
CAR ALLOWANCE	7,200	7,200	7,200	7,200	7,200	7,200	7,200
ALLOWANCE FOR VACANCIES	(145,612)	-	(152,165)	(159,012)	(166,167)	(173,645)	(181,459)
<b>Supplies, Maintenance and Operations</b>							
SUPPLIES & CONSUMABLES	32,825	32,825	33,116	33,319	33,985	34,665	35,358
MINOR EQUIPMENT & FURNITURE	47,104	51,826	52,632	48,279	49,244	50,229	51,234
FUEL	65,450	65,450	68,497	71,692	75,042	78,555	82,239
UNIFORMS	22,730	22,730	24,208	23,644	24,089	24,542	25,005
MISCELLANEOUS	-	-	-	-	-	-	-
COMMITTEES	2,500	2,500	2,538	2,576	2,614	2,653	2,693
COURT TECHNOLOGY	2,823	2,823	5,075	5,151	5,228	5,307	5,386
COURT SECURITY BUILDING	6,000	51,338	6,090	6,181	6,274	6,368	6,464
VEHICLE MAINTENANCE/REPAIRS	35,880	35,880	37,224	38,626	40,089	41,616	43,210
EQUIPMENT MAINTENANCE/REPAIRS	15,500	15,500	15,810	16,126	16,449	16,778	17,113

	2024 <i>Budgeted</i>	2024 <i>Projected</i>	2025	2026	2027	2028	2029
<b>GENERAL FUND</b>							
BUILDING MAINTENANCE/REPAIRS	23,063	52,063	23,524	23,995	24,475	24,964	25,463
LANDSCAPING & GREENSPACE MAINT	15,500	15,500	5,610	5,722	5,837	5,953	6,072
STREET MAINTENANCE	870,000	910,431	1,030,600	1,031,212	1,031,836	1,032,473	1,033,122
DRAINAGE WORK	20,000	20,000	20,000	20,000	20,000	20,000	20,000
EMERGENCY RESPONSE	500	500	500	500	500	500	500
<b>Professional Services</b>							
PROFESSIONAL SERVICES	1,457,175	1,495,395	1,390,311	1,675,040	1,961,837	2,250,807	2,542,058
DUES/SUBSCRIPTIONS	18,996	21,596	22,270	22,651	23,040	23,437	23,842
TRAINING/SEMINARS & TRAVEL	114,005	113,755	110,525	112,086	114,187	116,331	118,518
MEETINGS & RELATED TRAVEL	22,000	21,800	22,204	22,412	22,624	22,841	23,062
PUBLIC RELATIONS & EVENTS	64,100	64,791	58,137	59,195	60,274	61,374	62,497
EMPLOYEE APPRECIATION	15,340	15,340	15,631	15,876	16,127	16,382	16,643
ELECTIONS	32,000	32,000	16,000	32,000	16,000	32,000	16,000
RECORDING / REPORTING	10,000	10,000	10,000	10,000	10,000	10,000	10,000
EMPLOYMENT COSTS	2,675	2,675	2,729	2,783	2,839	2,896	2,953
INVESTIGATIONS	7,000	7,000	7,140	7,283	7,428.46	7,577.03	7,728.57
LEOSE TRAINING	3,000	3,000	1,850	1,850	1,850	1,850	1,850
FELONY FORFEITURE EXPENDITURES	-	-	-	-	-	-	-
TECH/INTERNET/SOFTWARE MAINT	309,812	310,975	315,131	330,888	347,432	364,804	383,044
<b>Shared Services</b>							
FACILITY CONTRACTS & SERVICES	176,555	143,592	172,783	181,422	190,493	200,018	210,019
POSTAGE	5,625	5,625	5,738	5,852	5,969	6,089	6,210
GENERAL LIABILITY INSURANCE	65,000	86,378	66,300	67,626	68,979	70,358	71,765
ELECTRICITY	44,000	44,000	44,880	45,778	46,693	47,627	48,580
PHONE/CABLE/ALARMS	41,648	41,648	37,563	38,314	39,080	39,862	40,659
COMMUNITY CENTER	-	-	-	-	50,000	50,000	50,000
<b>Total Operating Expenditures</b>	<b>9,595,770</b>	<b>9,253,924</b>	<b>10,251,337</b>	<b>10,881,297</b>	<b>11,553,697</b>	<b>12,226,081</b>	<b>12,885,278</b>
<b>Capital Outlay</b>							
FURNITURE, FIXTURES & EQUIP	514,111	720,417	406,408	339,062	230,213	275,261	279,660
<b>Transfers Out</b>							
TRANSFER TO CAP IMP FUND 02	813,526	813,526	-	-	-	-	-
TRANSFER TO VEH/EQUIP FUND 31	301,945	301,945	310,508	310,508	310,508	310,508	310,508
<b>Total Expenditures</b>	<b>11,225,352</b>	<b>11,089,813</b>	<b>10,968,253</b>	<b>11,530,867</b>	<b>12,094,418</b>	<b>12,811,850</b>	<b>13,475,445</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>(559,285)</b>	<b>272,069</b>	<b>237,648</b>	<b>3,051</b>	<b>(87,433)</b>	<b>(123,432)</b>	<b>(85,654)</b>
<b>Ending Fund Balance</b>	<b>6,065,944</b>	<b>6,897,298</b>	<b>7,134,946</b>	<b>7,137,997</b>	<b>7,050,564</b>	<b>6,927,132</b>	<b>6,841,478</b>
<b>Non-Spendable</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>	<b>77,024</b>
<b>Restricted Reserves</b>	<b>123,638</b>	<b>123,638</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>	<b>128,387</b>
<b>Tree Mitigation and Legal Reserve</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>	<b>209,600</b>
<b>Unallocated Reserve Balance</b>	<b>967,563</b>	<b>1,798,917</b>	<b>1,590,000</b>	<b>1,280,000</b>	<b>860,000</b>	<b>395,000</b>	<b>-</b>
<b>Operating Reserve Balance</b>	<b>4,688,119</b>	<b>4,688,119</b>	<b>5,129,935</b>	<b>5,442,986</b>	<b>5,775,553</b>	<b>6,117,121</b>	<b>6,426,467</b>
<b>Percent of Operating Expenditures</b>	<b>48.9%</b>	<b>50.7%</b>	<b>50.0%</b>	<b>50.0%</b>	<b>50.0%</b>	<b>50.0%</b>	<b>49.9%</b>

**FY 2024-29 Estimated Tax Rates**

	<u>Current FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>
Tax Rate/\$100 Valuation						
General Fund (M&O)	0.2776	0.2637	0.2656	0.2694	0.2739	0.2791
Debt Service Fund (I&S)	0.0229	0.0474	0.0475	0.0474	0.0474	0.0473
<b>Total Tax Rate</b>	<b>0.3005</b>	<b>0.3111</b>	<b>0.3131</b>	<b>0.3168</b>	<b>0.3213</b>	<b>0.3264</b>
Total Taxable Valuation	2,448,522,523	2,693,374,775	2,828,043,514	2,969,445,690	3,117,917,974	3,273,813,873
M&O Tax Rate/\$100 Valuation	0.2776	0.2637	0.2656	0.2694	0.2739	0.2791
Total M&O Levy	6,797,099	7,102,968	7,511,389	7,999,629	8,539,604	9,137,376
<b>% Increase in M&amp;O Levy</b>		<b>4.50%</b>	<b>5.75%</b>	<b>6.50%</b>	<b>6.75%</b>	<b>7.00%</b>
Total Taxable Valuation	2,448,522,523	2,693,374,775	2,828,043,514	2,969,445,690	3,117,917,974	3,273,813,873
I&S Tax rate/\$100 Valuation	0.0229	0.0474	0.0475	0.0474	0.0474	0.0473
Total I&S Levy	560,712	1,276,660	1,343,321	1,407,517	1,477,893	1,548,514
Total Levy (100%)	\$ 7,357,810	\$ 8,379,628	\$ 8,854,709	\$ 9,407,146	\$ 10,017,497	\$ 10,685,890
Yr. over Yr. increase (decrease)		\$ 1,021,817	\$ 475,082	\$ 552,437	\$ 610,351	\$ 668,393
Ave Home Taxable Value	\$ 626,093	\$ 688,702	\$ 723,137	\$ 759,294	\$ 797,258	\$ 837,121
Average Tax Bill	\$ 1,881	\$ 2,143	\$ 2,264	\$ 2,405	\$ 2,561	\$ 2,732

## Utility Baseline Scenario

### Assumptions

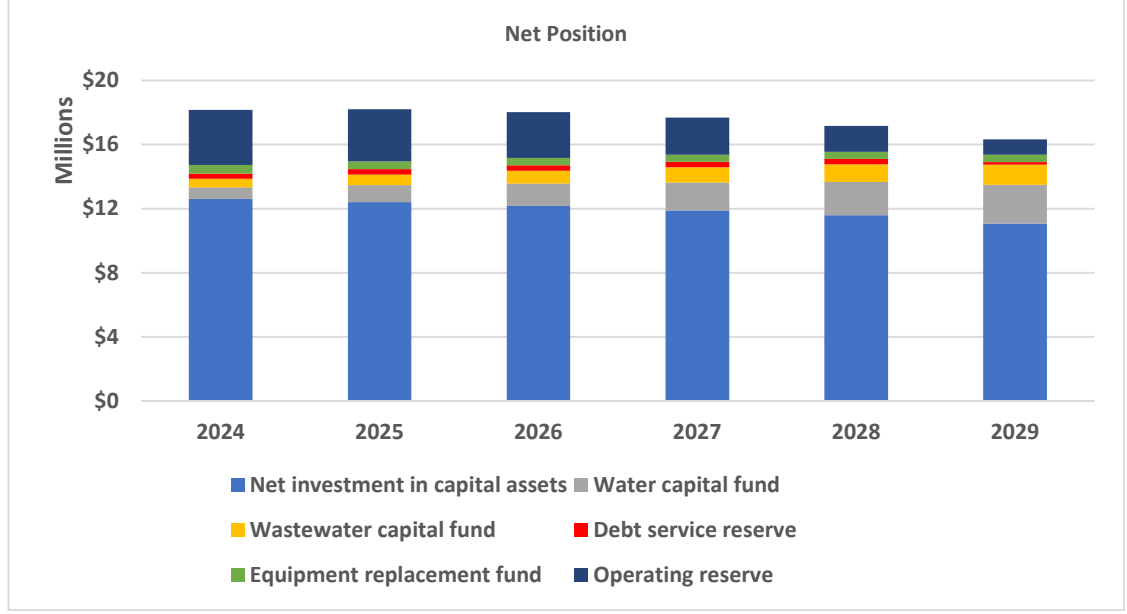
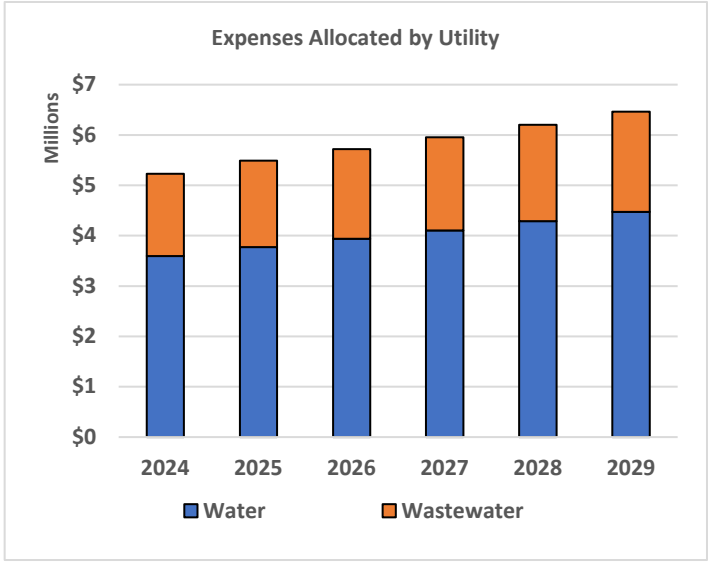
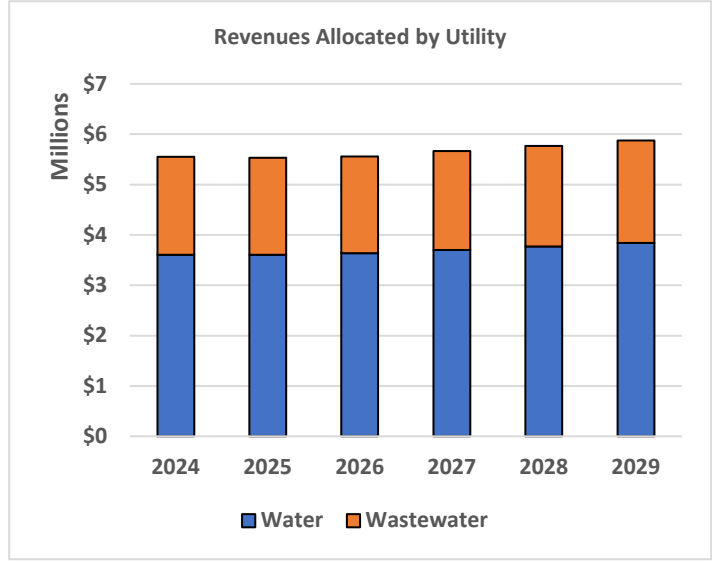
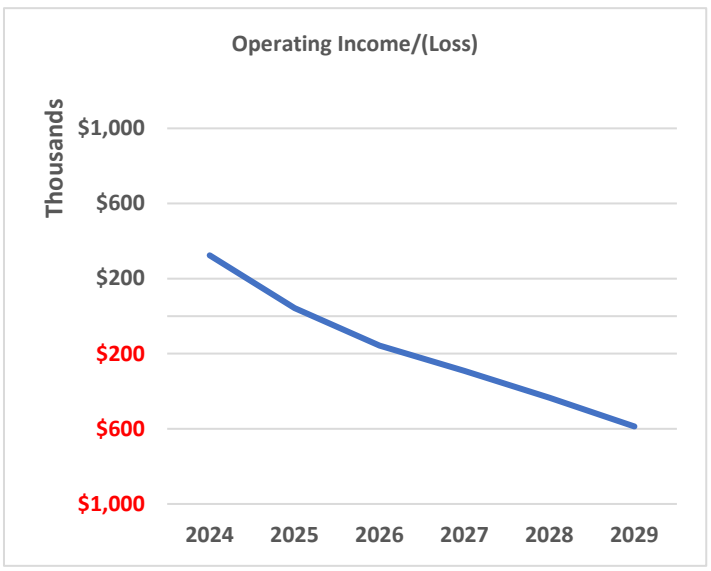
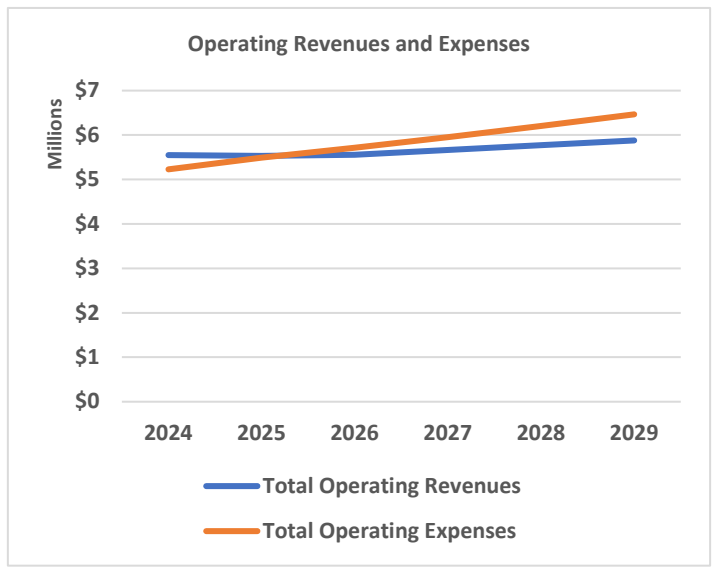
#### Revenue

- 2% increase in water residential
- 2% increase in wastewater residential
- 45% decrease in investment interest revenue over 5 years

#### Expenditures

- 2.5% increase in wages for employee merit
- 4.4% Cost of Living Adjustment (COLA) first year, 2.0% each year after
- 5% increase in health insurance costs
- 5% increase in GBRA fees
- 5% increase in software subscriptions
- 5% increase in facility and engineering contracts
- 2% increase in all other costs
- No new employees throughout the forecast period
- No new capital or strategic projects funding
- Assumes life-cycle replacements funded by the Equipment Replacement Fund, and \$25,000/yr of new equipment for water and \$25,000/yr for wastewater
- Assumes \$10,000 operational capital for water and wastewater each year

### Utility Baseline Dashboard



**FY 2024-29 Utility Fund Financial Plan by Program**

	<b>2024</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
	<i>Budgeted</i>	<i>Projected</i>					
<b>UTILITY FUND</b>							
<b>Water Revenue</b>							
WATER SERVICE	3,412,104	3,562,104	3,475,687	3,540,494	3,606,550	3,673,878	3,742,504
WATER INTEREST INCOME	150,000	200,000	90,000	54,000	54,810	55,632	56,467
WATER BAD DEBTS	(500)	(500)	(508)	(515)	(523)	(531)	(539)
MISC./SPECIAL REQUESTS	500	500	500	500	500	500	500
THIRD PARTY REIMBURSEME	8,500	8,500	8,500	8,500	8,500	8,500	8,500
PERMITS/VARIANCES	1,200	1,200	1,200	1,200	1,200	1,200	1,200
CREDIT CARD SERVICE FEE	31,000	51,000	31,465	31,937	32,416	32,902	33,396
<b>Wastewater Revenue</b>							
SEWER SERVICE	1,799,558	1,678,558	1,834,225	1,869,583	1,905,646	1,942,428	1,979,942
SEWER INTEREST INCOME	150,000	200,000	90,000	54,000	54,810	55,632	56,467
SEWER BAD DEBTS	(250)	(250)	(254)	(258)	(261)	(265)	(269)
MISC./SPECIAL REQUESTS	352	352	352	352	352	352	352
<b>Total Operating Revenue</b>	<b>5,552,464</b>	<b>5,701,464</b>	<b>5,531,168</b>	<b>5,559,794</b>	<b>5,664,000</b>	<b>5,770,228</b>	<b>5,878,520</b>
<b>Expenditures by Utility</b>							
<b>Water</b>							
PERSONNEL	1,039,193	957,200	1,108,137	1,158,265	1,210,675	1,265,472	1,322,765
SUPPLIES & OPERATIONS	2,438,840	2,530,327	2,544,903	2,655,953	2,772,231	2,893,992	3,021,506
SERVICES	117,142	127,348	119,485	121,875	124,312	126,798	129,334
<b>Wastewater</b>							
PERSONNEL	1,022,211	1,017,484	1,089,973	1,139,229	1,190,727	1,244,567	1,300,857
SUPPLIES & OPERATIONS	543,513	595,055	557,294	571,496	586,135	601,227	616,790
SERVICES	67,592	67,792	68,944	70,323	71,729	73,164	74,627
<b>Total Operating Expenditures</b>	<b>5,228,491</b>	<b>5,295,206</b>	<b>5,488,736</b>	<b>5,717,140</b>	<b>5,955,809</b>	<b>6,205,221</b>	<b>6,465,878</b>
<b>Operating Income/(Loss)</b>	<b>323,973</b>	<b>406,258</b>	<b>42,432</b>	<b>(157,346)</b>	<b>(291,809)</b>	<b>(434,993)</b>	<b>(587,359)</b>
<b>Non-Operating Revenues</b>							
WATER DEBT FEE	282,791	282,791	284,135	281,378	282,799	284,179	135,079
WATER CAPITAL FEE	283,949	283,949	285,190	286,616	288,049	289,489	290,936
WATER IMPACT FEES	50,000	250,000	50,000	50,000	50,000	50,000	50,000
SEWER DEBT FEE	54,077	54,077	54,121	53,596	53,867	54,129	25,729
SEWER CAPITAL FEE	107,915	107,915	108,183	108,724	114,113	114,684	115,257
SEWER IMPACT FEES	32,000	132,000	32,000	32,000	32,000	32,000	32,000
<b>Total Non-operating Revenues</b>	<b>810,732</b>	<b>1,110,732</b>	<b>813,629</b>	<b>812,313</b>	<b>820,828</b>	<b>824,481</b>	<b>649,001</b>

	2024 Budgeted	2024 Projected	2025	2026	2027	2028	2029
<b>UTILITY FUND</b>							
Capital Outlay	1,030,000	3,200,817	261,250	251,688	242,603	233,973	225,774
Asset Transfer for GAAP	(1,030,000)	(2,897,748)	(261,250)	(251,688)	(242,603)	(233,973)	(233,973)
Depreciation	778,675	778,675	802,035	826,096	850,879	876,406	902,698
Debt Service	16,515	16,515	16,515	16,515	16,515	16,515	16,515
Transfers Out	777,163	1,301,347	809,854	809,420	814,678	815,954	818,067
Transfers In	(777,163)	(1,301,347)	(809,854)	(809,420)	(814,678)	(815,954)	(818,067)
<b>Net Income/(Loss)</b>	<b>339,516</b>	<b>418,732</b>	<b>37,511</b>	<b>(187,644)</b>	<b>(338,375)</b>	<b>(503,432)</b>	<b>(849,371)</b>

	9/30/2024	9/30/2025	9/30/2026	9/30/2027	9/30/2028	9/30/2029
Net investment in capital assets	12,607,087	12,404,558	12,165,123	11,893,513	11,589,388	11,073,273
<b>Unrestricted net position</b>						
Water capital fund	728,765	1,063,955	1,400,570	1,738,619	2,078,108	2,419,044
Wastewater capital fund	530,115	670,298	811,022	957,135	1,103,818	1,251,075
Debt service reserve	333,282	338,256	334,974	336,666	338,308	160,808
Equipment replacement fund	530,241	482,223	450,929	436,238	438,074	456,399
Operating reserve	<u>3,438,448</u>	<u>3,246,160</u>	<u>2,855,188</u>	<u>2,317,259</u>	<u>1,628,301</u>	<u>966,028</u>
<b>Total unrestricted</b>	<b>5,560,851</b>	<b>5,800,891</b>	<b>5,852,682</b>	<b>5,785,917</b>	<b>5,586,610</b>	<b>5,253,354</b>
<b>Total net position</b>	<b>18,167,938</b>	<b>18,205,449</b>	<b>18,017,805</b>	<b>17,679,430</b>	<b>17,175,998</b>	<b>16,326,627</b>

**FY 2024-29 Utility Fund Financial Plan by Category**

	2024 <i>Budgeted</i>	2024 <i>Projected</i>	2025	2026	2027	2028	2029
<b>GENERAL FUND - BASELINE</b>							
<b>Water Revenue</b>							
WATER SERVICE	3,412,104	3,562,104	3,475,687	3,540,494	3,606,550	3,673,878	3,742,504
WATER INTEREST INCOME	150,000	200,000	90,000	54,000	54,810	55,632	56,467
WATER BAD DEBTS	(500)	(500)	(508)	(515)	(523)	(531)	(539)
MISC./SPECIAL REQUESTS	500	500	500	500	500	500	500
THIRD PARTY REIMBURSEME	8,500	8,500	8,500	8,500	8,500	8,500	8,500
PERMITS/VARIANCES	1,200	1,200	1,200	1,200	1,200	1,200	1,200
CREDIT CARD SERVICE FEE	31,000	51,000	31,465	31,937	32,416	32,902	33,396
<b>Wastewater Revenue</b>							
SEWER SERVICE	1,799,558	1,678,558	1,834,225	1,869,583	1,905,646	1,942,428	1,979,942
SEWER INTEREST INCOME	150,000	200,000	90,000	54,000	54,810	55,632	56,467
SEWER BAD DEBTS	(250)	(250)	(254)	(258)	(261)	(265)	(269)
MISC./SPECIAL REQUESTS	352	352	352	352	352	352	352
<b>Total Operating Revenue</b>	<b>5,552,464</b>	<b>5,701,464</b>	<b>5,531,168</b>	<b>5,559,794</b>	<b>5,664,000</b>	<b>5,770,228</b>	<b>5,878,520</b>

**Expenditures by Category**

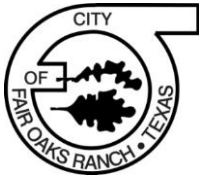
<b>Personnel</b>							
SALARIES	1,514,371	1,447,928	1,618,863	1,691,711	1,767,838	1,847,391	1,930,524
OVERTIME	16,904	17,804	18,414	19,243	20,109	21,014	21,959
PAYROLL TAXES	118,926	109,686	127,023	132,678	138,586	144,759	151,209
WORKERS' COMP INSURANCI	23,408	21,267	23,759	24,116	24,477	24,844	25,217
RETIREMENT	188,998	177,252	202,039	211,131	220,631	230,560	240,935
HEALTH INSURANCE	236,956	200,747	248,804	261,244	274,306	288,021	302,423
ALLOWANCE FOR VACANCIES	(38,159)	-	(40,792)	(42,628)	(44,546)	(46,550)	(48,645)
<b>Supplies, Maintenance and Operations</b>							
UNIFORMS	12,445	12,445	12,694	12,948	13,207	13,471	13,740
POWER	190,000	190,000	198,300	206,991	216,092	225,623	235,605
MAINTENANCE OF PLANTS/LI	170,000	281,448	173,400	176,868	180,405	184,013	187,694
ANALYSIS FEES	36,000	37,500	36,720	37,454	38,203	38,968	39,747
CHECMICALS	36,000	40,500	36,720	37,454	38,203	38,968	39,747
CITY MANAGEMENT FEE	256,024	257,474	261,144	266,367	271,695	277,129	282,671
EQUIPMENT MAINTENANCE	25,690	27,690	26,204	26,728	27,262	27,808	28,364
EQUIPMENT GAS & OIL	26,875	26,875	27,413	27,961	28,520	29,090	29,672
GBRA WATER FEES	1,557,453	1,527,453	1,635,326	1,717,092	1,802,947	1,893,094	1,987,749
SLUDGE HAULING	25,000	-	25,500	26,010	26,530	27,061	27,602
EQUIPMENT LEASE	3,500	1,000	3,570	3,641	3,714	3,789	3,864
TOOLS & MINOR EQUIPMENT	21,375	23,375	21,803	22,239	22,683	23,137	23,600
TRAINING	48,702	40,702	49,676	50,670	51,683	52,717	53,771
UTILITIES & RADIO	53,710	53,710	54,784	55,880	56,997	58,137	59,300



	2024 <i>Budgeted</i>	2024 <i>Projected</i>	2025	2026	2027	2028	2029
<b>GENERAL FUND - BASELINE</b>							
SIGNAL & TELEMETRY	3,456	-	3,525	3,596	3,668	3,741	3,816
BUILDING MAINTENANCE	27,280	27,280	27,826	28,382	28,950	29,529	30,119
SUPPLIES & CONSUMABLES	4,700	6,700	4,794	4,890	4,988	5,087	5,189
VEHICLE MAINTENANCE/REP.	11,500	12,500	11,730	11,965	12,204	12,448	12,697
UTILITIES & TELEPHONE	17,319	17,319	17,665	18,019	18,379	18,747	19,122
DUES & PUBLICATIONS	4,604	4,604	4,696	4,790	4,886	4,984	5,083
PERMIT & LICENSES	12,576	12,576	12,828	13,084	13,346	13,613	13,885
GENERAL LIABILITY INSURANCE	65,000	69,428	66,300	67,626	68,979	70,358	71,765
OFFICE SUPPLIES	5,488	5,488	5,598	5,710	5,824	5,940	6,059
TRAVEL & MEETINGS	8,500	5,500	8,670	8,843	9,020	9,201	9,385
SOFTWARE & COMPUTER	299,290	357,250	314,255	329,967	346,466	363,789	381,978
RECORDING/REPORTING	850	850	867	884	902	920	938
POSTAGE	1,538	1,538	1,569	1,600	1,632	1,665	1,698
BUILDING/EQUIP MAINTENANCE	300	-	306	312	318	325	331
CONSERVATION EDUCATION	1,370	1,370	1,397	1,425	1,454	1,483	1,513
BILLING STATEMENT CHARGE	6,900	8,400	7,038	7,179	7,322	7,469	7,618
BILLING POSTAGE	17,000	18,500	17,340	17,687	18,041	18,401	18,769
COPIER LEASE	3,908	3,908	3,986	4,066	4,147	4,230	4,315
MISCELLANEOUS	500	500	505	510	515	521	526
CREDIT CARD SERVICE FEE	27,500	51,500	28,050	28,611	29,183	29,767	30,362
<b>Professional Services</b>							
PROFESSIONAL SERVICES	163,662	173,662	166,935	170,274	173,679	177,153	180,696
PUBLIC RELATIONS	8,000	8,406	8,160	8,323	8,490	8,659	8,833
EMPLOYMENT COSTS	2,660	2,660	2,713	2,767	2,823	2,879	2,937
EMPLOYEE APPRECIATION	10,412	10,412	10,620	10,833	11,049	11,270	11,496
<b>Total Operating Expenditures</b>	<b>5,228,491</b>	<b>5,295,206</b>	<b>5,488,736</b>	<b>5,717,140</b>	<b>5,955,809</b>	<b>6,205,221</b>	<b>6,465,878</b>
<b>Operating Income/(Loss)</b>	<b>323,973</b>	<b>406,258</b>	<b>42,432</b>	<b>(157,346)</b>	<b>(291,809)</b>	<b>(434,993)</b>	<b>(587,359)</b>
<b>Non-Operating Revenues</b>							
WATER DEBT FEE	282,791	282,791	284,135	281,378	282,799	284,179	135,079
WATER CAPITAL FEE	283,949	283,949	285,190	286,616	288,049	289,489	290,936
WATER IMPACT FEES	50,000	250,000	50,000	50,000	50,000	50,000	50,000
SEWER DEBT FEE	54,077	54,077	54,121	53,596	53,867	54,129	25,729
SEWER CAPITAL FEE	107,915	107,915	108,183	108,724	114,113	114,684	115,257
SEWER IMPACT FEES	32,000	132,000	32,000	32,000	32,000	32,000	32,000
<b>Total Non-operating Revenues</b>	<b>810,732</b>	<b>1,110,732</b>	<b>813,629</b>	<b>812,313</b>	<b>820,828</b>	<b>824,481</b>	<b>649,001</b>
<b>Capital Outlay</b>	<b>1,030,000</b>	<b>3,200,817</b>	<b>261,250</b>	<b>251,688</b>	<b>242,603</b>	<b>233,973</b>	<b>225,774</b>
<b>Asset Transfer for GAAP</b>	<b>(1,030,000)</b>	<b>(2,897,748)</b>	<b>(261,250)</b>	<b>(251,688)</b>	<b>(242,603)</b>	<b>(233,973)</b>	<b>(233,973)</b>
<b>Depreciation</b>	<b>778,675</b>	<b>778,675</b>	<b>802,035</b>	<b>826,096</b>	<b>850,879</b>	<b>876,406</b>	<b>902,698</b>
<b>Debt Service</b>	<b>16,515</b>	<b>16,515</b>	<b>16,515</b>	<b>16,515</b>	<b>16,515</b>	<b>16,515</b>	<b>16,515</b>

	2024 <i>Budgeted</i>	2024 <i>Projected</i>	2025	2026	2027	2028	2029
<b>GENERAL FUND - BASELINE</b>							
Transfers Out	777,163	1,301,347	809,854	809,420	814,678	815,954	818,067
Transfers In	(777,163)	(1,301,347)	(809,854)	(809,420)	(814,678)	(815,954)	(818,067)
<b>Net Income/(Loss)</b>	<b>339,516</b>	<b>418,732</b>	<b>37,511</b>	<b>(187,644)</b>	<b>(338,375)</b>	<b>(503,432)</b>	<b>(849,371)</b>

	9/30/2024	9/30/2025	9/30/2026	9/30/2027	9/30/2028	9/30/2029
<b>Net investment in capital assets</b>	12,607,087	12,404,558	12,165,123	11,893,513	11,589,388	11,073,273
<b>Unrestricted net position</b>						
<b>Water capital fund</b>	728,765	1,063,955	1,400,570	1,738,619	2,078,108	2,419,044
<b>Wastewater capital fund</b>	530,115	670,298	811,022	957,135	1,103,818	1,251,075
<b>Debt service reserve</b>	333,282	338,256	334,974	336,666	338,308	160,808
<b>Equipment replacement fund</b>	530,241	482,223	450,929	436,238	438,074	456,399
<b>Operating reserve</b>	<u>3,438,448</u>	<u>3,246,160</u>	<u>2,855,188</u>	<u>2,317,259</u>	<u>1,628,301</u>	<u>966,028</u>
<b>Total unrestricted</b>	5,560,851	5,800,891	5,852,682	5,785,917	5,586,610	5,253,354
<b>Total net position</b>	18,167,938	18,205,449	18,017,805	17,679,430	17,175,998	16,326,627



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

AGENDA TOPIC: Compensation Plan  
DATE: May 16, 2024  
DEPARTMENT: Human Resources and Communications  
PRESENTED BY: Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications

**INTRODUCTION/BACKGROUND:**

In November 2020 the City Council adopted the Classification and Compensation Study and Analysis (Compensation Study). The Compensation Study calls for a minimum review of the classification and compensation plans at least annually to recommend changes to the City Council for consideration.

In alignment with that practice, staff has listened to the City Council’s questions and comments over the last few years and is in agreement that key components of the City’s current compensation plan can and should be reviewed to ensure organizational alignment. To open discussions, a brief history of the currently adopted methods will be provided along with an explanation of why organizations have adopted these methods. The presentation also will look at key differences and challenges that are unique to these methods and to the public sector.

Staff is also proposing a two-phase action plan to span the current Fiscal Year 2023-24 (Year 1) and the next Fiscal Year 2024-25 (Year 2) in order to align the existing compensation plan with the future strategic targets and goals of the City.

In Year 1, staff is proposing the following:

- Adaptation to Changing Economic Conditions
- Re-Evaluate the Current Compensation Study
- Implement Changes to Performance Evaluations

In Year 2, staff is proposing the following for consideration:

- Implement a Performance Based Merit (Step) System
- Conduct a New Compensation Study
- Reduce Current Pay Ranges from 52%

Through the proposed two-phase plan of action and through feedback received from this workshop staff is confident that the current compensation plan can be modified to better align with City Council’s vision of the Fair Oaks Ranch compensation program.

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

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

- 5.1.1 Evaluate & Update Compensation and Benefit Plans inclusive of Public Safety

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

Decisions regarding the proposed phased plan will direct movement toward evaluating and updating the compensation plan.



# Compensation Plan Workshop



FY 2024-25

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



# Understanding Government Compensation: A Merit System Perspective

# Brief History of the Merit System in Local Government



## Late 19th Century Origins:

- Due to Calls for Reform

## Progressive Era Reforms:

- Professionalize Government and Eliminate Patronage
- Move to Merit Based Hiring Practices

## Federal Initiatives:

- Pendleton Civil Service Reform Act of 1883

- **Expansion and Evolution:**
  - Incorporation of New Factors
- **Contemporary Challenges and Adaptations:**
  - Budget constraints
  - Changing Workforce Demographics
  - Need for Greater Flexibility
  - Adoption of Modern Recruitment Strategies

# Why Do We Have Compensation Plans?



Attracting and Retaining Talent



Ensuring Fairness and Equity



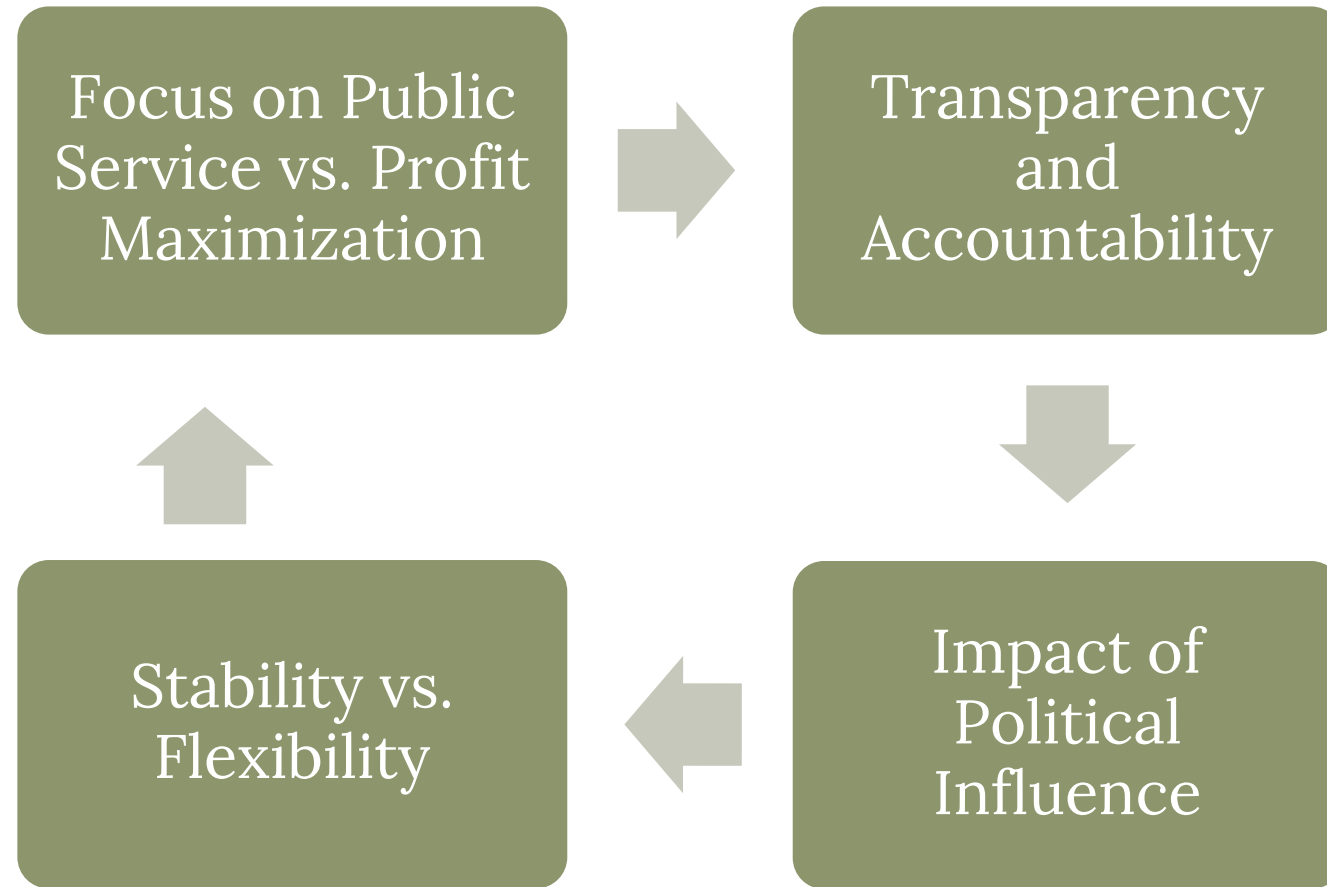
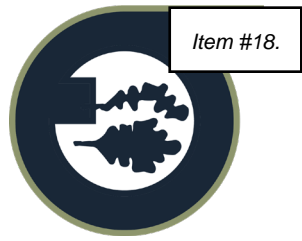
Motivating Employees



Ensuring Fiscal Responsibility



# Differences Between Government and Private Sector Compensation Plans



# Texas Perspective: Bonuses in Government Compensation



- **Legal Context**

- Texas law restricts the use of bonuses for government employees
- This is to ensure fairness and prevent favoritism
- Instead of bonuses, government agencies in Texas may offer non-monetary forms of recognition, such as awards and commendations

- **Restrictions in Texas**

- Merit Pay Increases Only
- Budgetary Constraints
- Public Disclosures
- Legal Compliance

# Addressing Compensation in High Inflation Periods



## Challenges Faced

High inflation can erode the purchasing power of employee salaries

## Balancing Budget Constraints

Government agencies must balance the need to increase compensation with budgetary constraints and fiscal responsibility

## Strategies for Addressing High Inflation

Keep pace with inflation through Merit-Based Adjustments

Implementing cost-of-living adjustments (COLAs)

Exploring alternative compensation structures



# COLA and ECI: Public vs. Private Sectors



## Explanation of ECI (Employment Cost Index)

- ECI measures changes in the cost of labor for businesses and government.
- It includes wages, salaries, and benefits

## Differences in ECI

- ECI tends to be higher in the private sector due to factors such as competition and profit incentives

## Impact on COLA and Merit Pay Decisions

- Higher ECI in the private sector can influence compensation decisions in government, including COLA adjustments and merit pay increases

## U.S. Bureau of Labor Statistics 2024

	Private Industry	State & Local	Civilian <sub>1</sub>	Texas <sub>2</sub>
Salaries and Wages	4.3%	5.0%	4.4%	4.4%
Benefit Costs	3.6%	4.5%	3.7%	
Compensation Costs	4.1%	4.8%	4.2%	4.3%

Civilian<sub>1</sub> – Includes Private Industry & State and Local Government

Texas<sub>2</sub> – is within the West South Central Region for BLS reporting of ECI

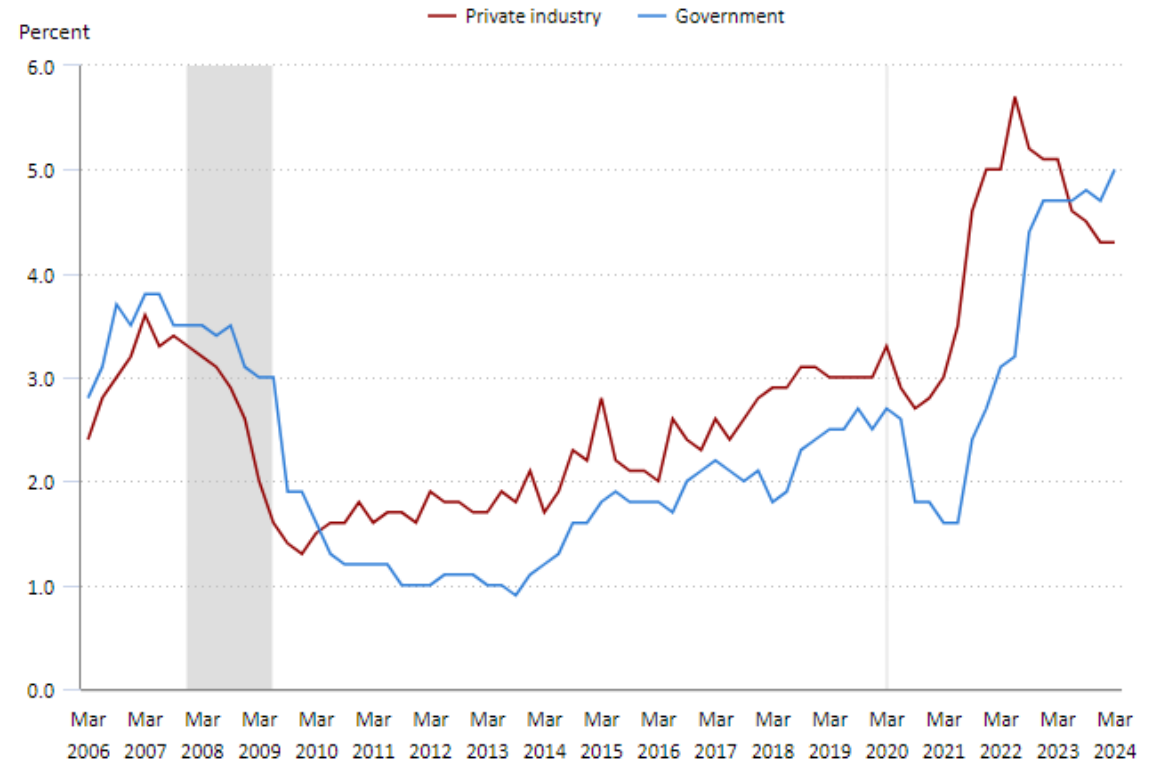
# COLA and ECI: Public vs. Private Sectors



- State and Local Government Increases Higher than Private Industry
  - Economic Recovery from the Pandemic
  - Response to Labor Shortages
  - Increased Demand for Public Services
  - Legislative and Policy Changes
  - Inflationary Pressures

## U.S. Bureau of Labor Statistics 2024

Wages and salaries in private industry and state and local government, 12-month percent change, not seasonally adjusted



Hover over chart to view data.  
Note: Shaded area represents recession, as determined by the National Bureau of Economic Research.  
Source: U.S. Bureau of Labor Statistics.



# Comparison to Peer Cities



## Importance of Benchmarking

- Benchmarking helps government agencies compare their compensation practices with similar organizations
- The current compensation study has an adopted plan of competing in the Top 1/3 of the market in comparison to benchmark cities

## Methods of Comparison

- Salary surveys, market analysis, and peer reviews

## Considerations for Adjusting Compensation

- Adjusting salaries to remain competitive
- Offering additional benefits or incentives



# Recap of Key Points



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The merit system in local government has evolved to ensure fairness, equity, and professionalism.

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Compensation plans are designed to attract talent, motivate employees, and ensure fiscal responsibility.

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Government compensation differs from the private sector in focus, transparency, and stability.

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Texas restricts bonuses for government employees to maintain fairness and equity.

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COLA and merit pay are two key components of government compensation plans, with differences in calculation and purpose.

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ECI influences compensation decisions in government, including COLA adjustments and merit pay increases.

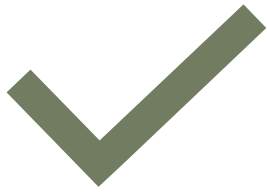
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Benchmarking against peer cities helps ensure competitive compensation practices.

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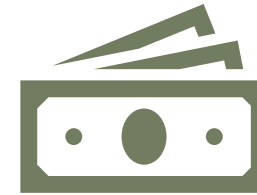
# Overview: Current Compensation Study



**Adopted in 2020**



**Designated Market  
Competitiveness at Top  
Third of the Market**



**New Pay Range Structure**

# Future Considerations

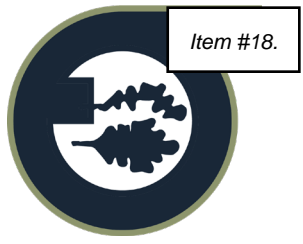


## Proposed for Year 1:

- Adaptation to Changing Economic Conditions
- Re-Evaluation of the Current Compensation Study
- Implement Changes to Performance Evaluations

## Proposed for Year 2:

- Performance Based Tiered System
- Conduct New Compensation Study
- Reduction of Current Pay Scale Ranges from 52%



Questions?



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## CITY COUNCIL REPORT CITY OF FAIR OAKS RANCH, TEXAS

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AGENDA TOPIC: 2024 Boards and Commissions  
DATE: May 16, 2024  
DEPARTMENT: City Secretary  
PRESENTED BY: Christina Picioccio, TRMC, City Secretary

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**INTRODUCTION/BACKGROUND:**

Starting in 2020, the City Council initiated a standardized process to fill board and commissions on an annual basis. The attached document (**Attachment A**) summarizes the steps in this timeline.

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

To facilitate community service and citizen involvement while providing fresh perspectives to established committees.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A

# BOARDS & COMMISSION SCHEDULE

E-mail Incumbents	May 25, 2024
Post Open Positions on Website	May 25, 2024
Start Social Media Push	May 25, 2024
Status Update to Council	July 18, 2024
Application Deadline	Aug 6, 2024
Agenda Item for Council (Council to determine how to fill positions)	Aug 15, 2024
Interviews (if necessary)*	Aug 26 – Sept 13, 2024
Appointment Selection	Sept 19, 2024
Orientation – Training Session	Sept 23 – Sept 29, 2024
Term Starts	Oct 1, 2024