



CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, January 05, 2023 at 6:30 PM

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

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

AGENDA

OPEN MEETING

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

CITIZENS and GUEST FORUM

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

3. Citizens to be heard.

CONSENT AGENDA

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

4. Approval of the December 15, 2022 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

CONSIDERATION/DISCUSSION ITEMS

5. Consideration and possible action approving a Resolution authorizing the power of eminent domain for the acquisition of pipeline easements and certain property rights necessary for the construction, enlargement and maintenance of pipelines and appurtenances designed to carry water and wastewater within the City's Certificated Area (CCN).

Tobin E. Maples, AICP, City Manager

6. Consideration and possible action approving a Resolution authorizing an Easement Acquisition Reimbursement Agreement with Urbanist, Inc.

Tobin E. Maples, AICP, City Manager

7. Consideration and possible action approving a Resolution authorizing the execution of an Agreement to Contribute Right of Way Funds (Fixed Price) with TxDOT for the FM3351 Cibolo Creek project, expenditure of the required project funds and execution of all applicable documents by the City Manager.

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

8. Consideration and possible action approving a Resolution allocating Fiscal Year 2021-22 General Fund Balances and carryover of encumbrances and continuing appropriations.

Rosie G. Vela, Director of Finance

WORKSHOP

9. 2023 City Election.

Christina Picioccio, TRMC, City Secretary

REPORTS FROM STAFF AND COMMITTEES

10. Recap of September 2022 Household Hazardous Waste Event.

Kelsey Delgado, Environmental Project Manager

REQUESTS AND ANNOUNCEMENTS

11. Announcements and reports by Mayor and Council Members.
12. Announcements by the City Manager.
13. 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:

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

Sec. 551.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

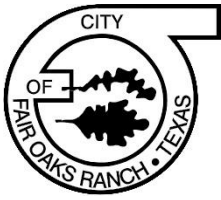
Signature of Agenda Approval: s/Gregory C. Maxton

Gregory C. Maxton, Mayor

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

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, January 2, 2023 and remained so posted continuously for at least 72 hours before said meeting was convened.

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



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, December 15, 2022 at 6:30 PM

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

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

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

Council Absent: Council Member Muenchow

With a quorum present, the meeting was called to order at 6:32 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. Mayor Maxton and Joanna Merrill, IPMA-SCP, Director of Human Resources & Communications recognized Jim A. Earl IV for his upcoming retirement and outstanding service to the City for 19 years.

CONSENT AGENDA

5. **Approval of the December 1, 2022 Regular City Council meeting minutes.**
6. **Approval of the second reading of an Ordinance regarding extending the retention period of audiovisual recordings of open meetings from 90 days to six (6) years.**
7. **Approval of a resolution to re-appoint Bud Paulson to the Kendall Appraisal District Board of Directors.**

MOTION: Made by Council Member Elizondo, seconded by Council Member Bliss, to approve the Consent Agenda.

VOTE: 6-0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS**8. Consideration and possible action declaring excess City property surplus and authorizing disposal.**

MOTION: Made by Council Member Koerner, seconded by Council Member Elizondo, to adopt the City Surplus Policy with the additions made by Council to the attached Exhibit A.

VOTE: 6-0; Motion Passed.

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

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

VOTE: 6-0; Motion Passed.

WORKSHOP

10. Casey Parker, Multimedia Communications Officer, led a workshop regarding a proposed Strategic Communications Plan Workshop and noted feedback from Council.

11. Tobin E. Maples, AICP, City Manager, led a workshop to discuss and frame the Q1 Transportation Town Hall meeting. Council provided feedback to adjust the proposed agenda.

12. Gregory C. Maxton, Mayor, led a discussion to develop a revised City Manager's Evaluation Form.

REQUESTS AND ANNOUNCEMENTS**13. Announcements and reports by Mayor and Council Members.**

Council Member Stroup reminded everyone that Santa is currently making his way through Fair Oaks Ranch with the Police Department. Santa will also make trips through the City on Friday, December 17, 2022 then again Monday and Tuesday, December 19-20, 2023, and encouraged residents to check the website for a full schedule and locations to see Santa and Mrs. Claus.

Council Member Koerner announced that the new Fire Station on Ralph Fair Road is nearly completed. Council Member Koerner anticipates that there will be an event to commemorate the opening of the station in January.

Mayor Maxton:

- Reminded everyone that Friday, December 16, 2023 is the final day to turn in new unwrapped toys to the Police Department's toy drive.
- Announced the closure of City hall on December 23rd and 26th in observance of the Christmas holiday as well as on January 2, 2023 in observance of the New Year holiday.
- Announced the start of bulk brush pickup on the 9th of January, 2023. He urged residents to look out for notices from the City that will identify specific timelines for putting out trash and will include a schedule for pickup in each sector.

- Reiterated the Transportation Town Hall Meeting scheduled to take place January 24, 2023 at 6:30 PM at the Spring Creek United Methodist Church.
- Congratulated the Boerne High School football team for making it to the District 4A State Championship at the AT&T Stadium in Dallas. He wished them luck at the game taking place on December 16, 2023 at 3:00 PM.

Council Member Stroup went on to recognize that UTSA is also playing Saturday, December 17, 2023.

Council Member Elizondo mentioned that the University of the Incarnate Word had also made it to the playoffs.

Lastly, Mayor Maxton recognized City Manager, Tobin Maples, who was celebrating his birthday as well as the upcoming birthday of Deputy City Secretary, Amanda Valdez. He ended the announcements by wishing everyone a Merry Christmas and Happy New Year since this meeting is the last of 2022.

14. Announcements by the City Manager.

City Manager, Tobin Maples, asked Council to provide feedback on the format of the Workshop items on the Council Agenda. He also thanked Council for putting in time to revise the City Manager's evaluation.

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

None.

CONVENE INTO EXECUTIVE SESSION

Pursuant to Section 551.101 of the Open Meetings Act, Texas Gov't Code, a quorum of the governing body convened into closed session at 9:07 PM regarding:

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

17. To receive legal advice from the City Attorney regarding Boerne Ranch Estates, LLC.

Sec. 551.072 (Deliberation regarding real property)

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

City Council did not convene into Executive Session regarding:

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:

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

RECONVENE INTO OPEN SESSION

City Council reconvened into Open Session at 9:25 PM. No action was taken.

ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:25 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
January 5, 2023

AGENDA TOPIC: Consideration and possible action approving a Resolution authorizing the power of eminent domain for the acquisition of pipeline easements and certain property rights necessary for the construction, enlargement and maintenance of pipelines and appurtenances designed to carry water and wastewater within the City's Certificated Area (CCN).

DATE: January 5, 2023

DEPARTMENT: Administration

PRESENTED BY: Tobin E. Maples, AICP, City Manager

INTRODUCTION/BACKGROUND:

The purpose of this agenda item is to initiate actions necessary to acquire water and wastewater easements needed for the extension of public utilities (water and wastewater).

Urbanist, Inc., is the developer of certain real property within the Bexar County portion of the City. The property is located within the city's certificated area for water and wastewater services (CCN), so the city has an obligation to provide service upon request. To date, Urbanist Inc., has not been able to acquire the easements necessary to extend water and wastewater services as required and has sought the city's assistance to acquire the easements through the use of eminent domain.

As shown on "Exhibit A" attached hereto, easements needed are generally located at the southern end of Millwood Way and Capstone Walk within the Arbors subdivision. The Arbors subdivision is generally located south of Cibolo Creek at the intersection of Arbors Falls and FM 3351.

The City's Unified Development Code (UDC) requires new development (at the developer's expense) to construct, or cause to be constructed, public utility (water/wastewater) improvements necessary to serve their respected development. Further, the UDC requires that said improvements must be extended to the perimeter of the property being developed. The purpose of the extension requirement is to provide for a logical system of utilities and to create continuity of improvements for the development of adjacent properties.

Prior to the adoption of the UDC, development was not required to extend utilities to the perimeter of the property being developed. As a result, acquisition of offsite easements may be necessary in situations where prior development did not extend water and wastewater lines to the perimeter of the property. In cases of this nature, new development is required to obtain the necessary offsite easements, inclusive of bearing the cost for said easement acquisition (growth pays for growth). Onsite easements are typically dedicated during the platting process.

As summarized below, this is the precise situation we have within the Arbors subdivision.

- The Arbors development was vested prior to adoption of the UDC so internal water and wastewater lines were not extended to the perimeter of the property.
- As a result, existing utility lines (water and wastewater) end a few feet short of the southern property line within the Arbors. This creates a small gap between the end of the pipes and the

property line. According to Bexar County tax records, said gap of land is owned by SF Fair Oaks Development LLC, the developer of the Arbors.

- Existing water and wastewater lines within the Arbors are located within public utility easements established during the platting process.
- The UDC requires new development south of the Arbors to provide water and wastewater services as development occurs.
- To avoid right-of-way conflicts associated with TxDOT's future expansion of FM 3351, new utility lines serving areas south of the Arbors are programmed to connect to the existing public utility lines within the Arbors.
- A new public utility easement is necessary to bridge the previously referenced gap. Once acquired, continuity of services will be achieved as programmed.
- **To date, Urbanist Inc., has not been able to acquire the necessary easements and has sought the city's assistance to acquire the easements through the use of eminent domain.**
- **To date, the developer of the Arbors has been unresponsive to the city's effort to discuss an amicable solution.**
- If this Resolution is approved, the City will attempt to negotiate the purchase of the easement properties. If unsuccessful, the City will institute condemnation proceedings to acquire the easement properties.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This initiative serves a public purpose and corresponds with Pillar 3 of the Strategic Action Plan to ensure Reliable and Sustainable Infrastructure. The objective includes the following focus areas.

- 3.1– Enhance and Ensure Continuity of Reliable Water Resources in Accordance with CCN Obligations
- 3.2–Enhance and Ensure Continuity of Reliable Wastewater Treatment in Accordance with CCN Obligations.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The city will be reimbursed for all cost.

LEGAL ANALYSIS:

This agreement was prepared and approved by the City Attorney.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the Resolution authorizing the power of eminent domain for the acquisition of pipeline easements and certain property rights necessary for the construction, enlargement and maintenance of pipelines and appurtenances designed to carry water and wastewater within the City's Certificated Area (CCN).

Chapter 21 of the Texas Property Code requires a Record Vote

A RESOLUTION

OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AUTHORIZING THE POWER OF EMINENT DOMAIN FOR THE ACQUISITION OF PERMANENT PIPELINE EASEMENTS AND CERTAIN PROPERTY RIGHTS NECESSARY FOR THE CONSTRUCTION, ENLARGEMENT AND MAINTENANCE OF PIPELINES AND APPURTENANCES DESIGNED TO CARRY WATER AND WASTEWATER; ACQUISITION OF TEMPORARY WORKSPACE EASEMENTS; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE ALL DOCUMENTS TO INSTITUTE EMINENT DOMAIN PROCEEDINGS; AND AUTHORIZING THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS

WHEREAS, the City of Fair Oaks Ranch, Texas (the "City") has found and determined that public necessity requires the City to acquire certain water and wastewater pipeline easements and temporary workspace easements in connection therewith in Bexar County, Texas from landowners for a Water and Wastewater Lines Extension Project ("Project"); and,

WHEREAS, the City desires that the City Manager or his designee negotiate the purchase of the easement properties listed herein with the landowners, and if unsuccessful in purchasing the needed property interests, institute condemnation proceedings, to acquire the easement properties; and,

WHEREAS, the City is authorized by Sections 251.001 and 552.011 of the Texas Local Government Code, as amended, to institute eminent domain proceedings to acquire an interest in certain real property for a public use; and,

WHEREAS, eminent domain proceedings in the State of Texas are governed by Chapter 21 of the Texas Property Code; and

WHEREAS, under Chapter 21 of the Texas Property Code, a governmental entity exercising the power of eminent domain must first authorize the initiation of the condemnation proceeding at a public meeting by a record vote adopting a resolution, ordinance or order; and

WHEREAS, the City has determined a public need to acquire property rights to certain real property and improvements for the purpose of constructing, enlarging, and maintaining water and wastewater pipelines to address the ongoing water and wastewater needs of the City and in order to convey wastewater to a treatment facility; and

WHEREAS, to facilitate the utility pipeline construction, improvements and appurtenances; temporary workspace easements will also be obtained adjacent to the permanent utility easements to provide the City's contractor with adequate space for construction and maintenance activities; and

WHEREAS, the City Council further finds that a public necessity exists and that acquiring the easement properties is necessary to accomplish the above described public purpose and public use; and

WHEREAS, the City is authorizing the use of its power of eminent domain to condemn the easement properties described below.

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

- SECTION 1.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council of the City of Fair Oaks Ranch, Texas and made a part of this Resolution for all purposes as findings of fact.
- SECTION 2.** Public necessity requires that the City acquire certain permanent water and wastewater pipeline easements ("PWE") and temporary workspace easement ("TWE") in connection therewith, over, across, upon and under certain privately owned real properties in Bexar County, Texas, and as more fully described in **"Exhibit A"** attached hereto and made a part hereof for all purposes, from said Landowner(s) or other persons who are determined to be the owner(s) of the easement properties, for the public purpose of constructing, operating, maintaining, repairing, relocating, replacing and removing a water and wastewater pipeline system to be constructed for the Project. Public necessity also requires that the City acquire the rights of ingress and egress over and across such lands either through purchase or by the process of eminent domain and that the City take all other lawful action necessary and incidental to such purchases or eminent domain proceedings.
- SECTION 3.** The City Council hereby authorizes the City Manager or his designee, to negotiate with the landowners to acquire the property rights for the City in the easement properties described above and in **"Exhibit A"** herein. However, if the City Manager or his designee determines that an agreement as to damages or compensation cannot be reached, then the City Manager or his designee, on behalf of the City, is authorized to condemn the above-referenced easement property interests and to sign and execute all necessary documents to institute eminent domain proceedings for the acquisition of the easement properties.
- SECTION 4.** City Council authorizes and instructs the City Attorney, on behalf of the City, to initiate condemnation proceedings at such time as directed by the City Manager or his designee and take such other actions as are necessary to acquire the property interest in the easement properties described above and in **"Exhibit A"** herein, by the exercise of the power of eminent domain.
- SECTION 5.** If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised easement property.
- SECTION 6.** If any provisions, sections, subsections, sentences, clauses or phrases of this Resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Resolution shall not be affected thereby, it being the intent of the City Council of the City of Fair Oaks Ranch, Texas in adopting this Resolution that no portion thereof, or provisions or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other

portion hereof and all provisions of this Resolution are declared to be severable for that purpose.

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

SECTION 8. This Resolution shall become effective immediately upon its passage.

PASSED and APPROVED on this 5th day of January 2023 and recorded as follows:

	FOR	AGAINST	ABSTAIN
Mayor Greg Maxton			
Council Member Stroup			
Council Member Elizondo			
Council Member Bliss			
Mayor Pro Tem Koerner			
Council Member Parker			
Council Member Muenchow			

Gregory C. Maxton, Mayor

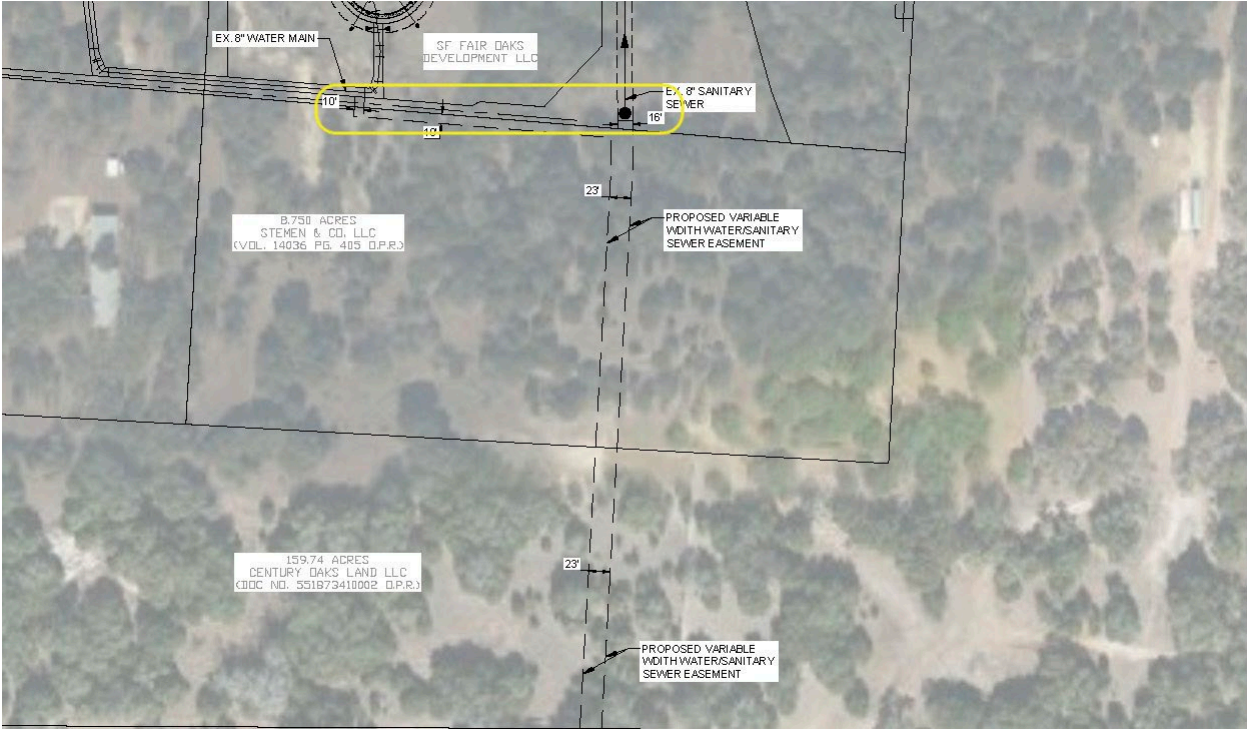
ATTEST:

Christina Picioccio, TRMC, City Secretary

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

EXHIBIT A

DEPICTION OF APPROXIMATE EASEMENT AREA



Proposed easement running adjacent along the north side of the property boundary shown below





CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
January 5, 2023

AGENDA TOPIC: Consideration and possible action approving a Resolution authorizing an Easement Acquisition Reimbursement Agreement with Urbanist, Inc.

DATE: January 5, 2023

DEPARTMENT: Administration

PRESENTED BY: Tobin E. Maples, AICP, City Manager

INTRODUCTION/BACKGROUND:

The purpose of this agenda item is to ensure the city is reimbursed for all cost associated with acquiring easements needed for the extension of public utilities (water and wastewater).

Urbanist, Inc., is the developer of certain real property within the Bexar County portion of the City. The property is located within the city's certificated area for water and wastewater services (CCN), so the city has an obligation to provide service upon request.

As shown on "**Exhibit A1**" attached hereto, easements needed are generally located at the southern end of Millwood Way and Capstone Walk within the Arbors subdivision. The Arbors subdivision is generally located south of Cibolo Creek at the intersection of Arbors Falls and FM 3351.

The City's Unified Development Code (UDC) requires new development (at the developer's expense) to construct, or cause to be constructed, public utility (water/wastewater) improvements necessary to serve their respected development. Further, the UDC requires that said improvements must be extended to the perimeter of the property being developed. The purpose of the extension requirement is to provide for a logical system of utilities and to create continuity of improvements for the development of adjacent properties.

Prior to the adoption of the UDC, development was not required to extend utilities to the perimeter of the property being developed. As a result, acquisition of offsite easements may be necessary in situations where prior development did not extend water and wastewater lines to the perimeter of the property. In cases of this nature, new development is required to obtain the necessary offsite easements, inclusive of bearing the cost for said easement acquisition (growth pays for growth). Onsite easements are typically dedicated during the platting process.

As summarized below, this is the precise situation we have within the Arbors subdivision.

- The Arbors development was vested prior to adoption of the UDC so internal water and wastewater lines were not extended to the perimeter of the property.
- As a result, existing utility lines (water and wastewater) end a few feet short of the southern property line within the Arbors. This creates a small gap between the end of the pipes and the property line. According to Bexar County tax records, said gap of land is owned by SF Fair Oaks Development LLC, the developer of the Arbors.
- Existing water and wastewater lines within the Arbors are located within public utility easements established during the platting process.

- The UDC requires new development south of the Arbors to provide water and wastewater services as development occurs.
- To avoid right-of-way conflicts associated with TxDOT's future expansion of FM 3351, new utility lines serving areas south of the Arbors are programmed to connect to the existing public utility lines within the Arbors.
- A new public utility easement is necessary to bridge the previously referenced gap. Once acquired, continuity of services will be achieved as programmed.
- To date, Urbanist Inc., has not been able to acquire the necessary easements and has sought the city's assistance to acquire the easements through the use of eminent domain.
- To date, the developer of the Arbors has been unresponsive to the city's effort to discuss an amicable solution.
- **If this agreement is approved, Urbanist, Inc., will escrow monies with the city. Said monies will be utilized to reimburse the city for all costs associated with acquiring the easements, including but not limited to the acquisition price, attorney's fees, surveys, appraisals, and court cost.**

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This initiative serves a public purpose and corresponds with Pillar 3 of the Strategic Action Plan to ensure Reliable and Sustainable Infrastructure. The objective includes the following focus areas.

- 3.1– Enhance and Ensure Continuity of Reliable Water Resources in Accordance with CCN Obligations
- 3.2–Enhance and Ensure Continuity of Reliable Wastewater Treatment in Accordance with CCN Obligations.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The city will be reimbursed for all cost.

LEGAL ANALYSIS:

This agreement was prepared and approved by the City Attorney.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the Resolution authorizing an Easement Acquisition Reimbursement Agreement with Urbanist, Inc.

A RESOLUTION

OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AUTHORIZING AN EASEMENT ACQUISITION REIMBURSEMENT AGREEMENT FOR THE ACQUISITION OF PERMANENT PIPELINE EASEMENTS AND CERTAIN PROPERTY RIGHTS NECESSARY FOR THE FOR THE CONSTRUCTION, ENLARGEMENT AND MAINTENANCE OF PIPELINES AND APPURTENANCES DESIGNED TO CARRY WATER AND WASTEWATER; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY

WHEREAS, the City of Fair Oaks Ranch, Texas (the "City") has found and determined that public necessity requires the City to acquire certain water and wastewater pipeline easements and temporary workspace easements in connection therewith in Bexar County, Texas from landowners for a Water and Wastewater Lines Extension Project ("Project"); and,

WHEREAS, the City has authorized the City Manager or his designee to negotiate the purchase of the easement properties listed herein with the landowners, and if unsuccessful in purchasing the needed property interests, institute condemnation proceedings, to acquire the easement properties; and,

WHEREAS, the Urbanist, Inc. ("Developer") is responsible for the extension of off-site public utilities necessary to service their proposed development on adjacent property and had been unable to acquire the easements required for said extension; and,

WHEREAS, the City has determined a public need to acquire property rights to certain real property and improvements for the purpose of constructing, enlarging, and maintaining water and wastewater pipelines to address the ongoing water and wastewater needs of the City and in order to convey wastewater to a treatment facility; and

WHEREAS, Developer has agreed to reimburse the City for the City's costs to acquire all off-site easements needed for the extension of public utilities to Developer's proposed development site; and

WHEREAS, the City Council further finds that entering into an Easement Acquisition Reimbursement Agreement is necessary to accomplish the above described public purpose and public use.

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

- SECTION 1.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council of the City of Fair Oaks Ranch, Texas and made a part of this Resolution for all purposes as findings of fact.
- SECTION 2.** The City Council hereby authorizes the City Manager to execute the Easement Acquisition Reimbursement Agreement attached hereto as "**Exhibit A**".
- SECTION 3.** 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 4.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- SECTION 5.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- SECTION 6.** 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 7.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.
- SECTION 8.** This Resolution shall become effective immediately upon its passage.

PASSED and APPROVED on this 5th day of January, 2023.

Gregory C. Maxton, Mayor

ATTEST:

Christina Picioccio, TRMC, City Secretary

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

Exhibit A**EASEMENT ACQUISITION REIMBURSEMENT AGREEMENT**

This REIMBURSEMENT AGREEMENT (the “Agreement”) is by and between URBANIST, INC, a Delaware corporation (the “Developer”), and the CITY OF FAIR OAKS RANCH, a Texas municipal corporation (the “City”), and is effective upon the execution of this Agreement by the Developer and the City (the “Effective Date”).

WHEREAS, the Developer proposes to develop certain real property located in the City of Fair Oaks Ranch, Bexar County, Texas(the “Property”);

WHEREAS, the Developer seeks to develop the Property and such development requires the extension and construction of certain public utility improvements: and

WHEREAS, the public utilities to be extended lie within and adjacent development and the public utility easement ends short of the property line between the Property and adjacent property; and,

WHEREAS, the offsite water and sewer extensions are needed to provide adequate sewer service to the Property; and

WHEREAS, the Developer has requested and the City agrees that the City’s acquisition of the necessary public utility easement to make the necessary utility extensions and connections serves the public interest and protects the health and welfare of the citizens and future citizens by enabling the extension and connection of said utilities; and

WHEREAS, the Developer has made reasonable and good faith attempts to acquire the easement without the participation of the City; and

WHEREAS, the City finds that it is in the best interest of the City to enter into the Agreement with the Developer for acquisition of the easement necessary for the construction of Public Improvement in order to provide the infrastructure to serve the Property.

NOW THEREFORE, in consideration of the agreements set forth herein and for other reciprocal good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and stipulated by the Parties, the Developer and the City agree as follows:

1. Acquisition of Easements; Covenants. The Developer and the City covenant and agree to the following:
 - a) The Developer is obligated by the City’s Unified Development Code to construct, or cause to be constructed, public utility improvements.
 - b) Construction of the required public utility improvements requires acquisition of offsite easements, and the Developer is required to bear the cost of easement acquisition. The Developer has not been able to acquire all of the necessary easements and has sought the City’s assistance in

Exhibit A

acquiring the remaining easements see **Exhibit "A1"**. The Developer agrees to reimburse the City for all costs associated with acquiring the easements, including but not limited to the acquisition price and attorney's fees. The acquisition costs may include the costs of surveys, appraisals, attorney's fees and court costs incurred by the use of eminent domain. The Developer shall pay the City the amount of the total costs required to acquire the easements in advance of the City closing on the acquisition.

- c) After the City Council authorizing the use of eminent domain to acquire the subject easements, Developer shall escrow with the City an initial deposit of \$25,000.00 to be applied to the authorized costs in acquiring the subject easements. The Developer agrees to deposit additional funds within three days upon the request of the City, at such time the escrowed funds fall below \$5,000.00.
 - d) The City agrees to acquire the Easement and to initiate and execute any and all actions required to lawfully acquire the Easement in order to facilitate the Developer's construction and connection of the Improvements. Such actions may include, but is not limited to, the City exercising its eminent domain authority, pursuant to Texas Property Code 21 and Local Government Code Section 251.001. The City will use best efforts to finalize the acquisition of the Easement within 180 days of the effective date of this Agreement (the "Acquisition Date," as may be extended). The Acquisition Date may be extended by mutual written agreement and administratively approved by the City Manager.
 - e) Notwithstanding any provision herein to the contrary, the City acknowledges that, if the Easement is not acquired by the City, the Developer is under no further obligation to pay/reimburse any costs associated with the attempted acquisition.
 - f) Within sixty (60) days after the Effective Date of the Agreement, City shall provide the approximate date of full and effective acquisition, as well as the type(s), location, and size of Easement. Once the City has begun condemnation proceedings for the Easement acquisition and has provided written notice to Developer of such (including approximate date such condemnation proceedings may be complete), Developer may not terminate the Agreement pursuant to this section. For purposes of this Agreement, City Council authorization to use eminent domain to acquire the Easement shall constitute the beginning of condemnation proceedings due to the necessity to expend funds by the City. City shall provide timely written notice to Developer upon any cause that may delay, restrict, and/or prohibit City acquisition of Easement.
2. Approval of Agreement. The City has approved the execution and delivery of this Agreement and the Developer represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

Exhibit A

3. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents because of the execution of this Agreement and the performance of the covenants and actions contained herein.
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.
5. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.
6. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Developer and the City. The Developer and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
7. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Developer:

URBANIST, INC.
1309 Coffeen Avenue, Suite 1200
Sheridan, Wyoming 82801
Attention: Jon Bursey, Managing Director

With copy to:

Killen, Griffin & Farrimond, PLLC
10101 Reunion Place, Suite 250
San Antonio, Texas 78216
Attention: Rob Killen

If to the City:

CITY OF FAIR OAKS RANCH
7286 Dietz Elkhorn Rd
Fair Oaks Ranch, Texas 78015
Attention: Tobin E. Maples, City Manager

Exhibit AWith copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

8. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
9. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.
10. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.
11. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Kendall County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

[Signatures and acknowledgments on the following pages]

Exhibit A

Signature Page to
Reimbursement Agreement

This Reimbursement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

URBANIST, INC

By: _____
 Name: _____
 Title: _____
 Date: _____

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, the _____ of Urbanist, INC on behalf of said corporation.

(SEAL)

 Notary Public in and for
 The State of Texas

My Commission Expires: _____

Exhibit A

Signature Page to
Reimbursement Agreement

This Reimbursement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF FAIR OAKS RANCH,
a Texas municipal corporation

By: _____

Name: Tobin E. Maples, City Manager

Date: _____

THE STATE OF TEXAS §
 §
 COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Tobin Maples, City Manager of the City of Fair Oaks Ranch, a Texas municipal corporation, on behalf of said City.

(SEAL)

 Notary Public in and for
 The State of Texas

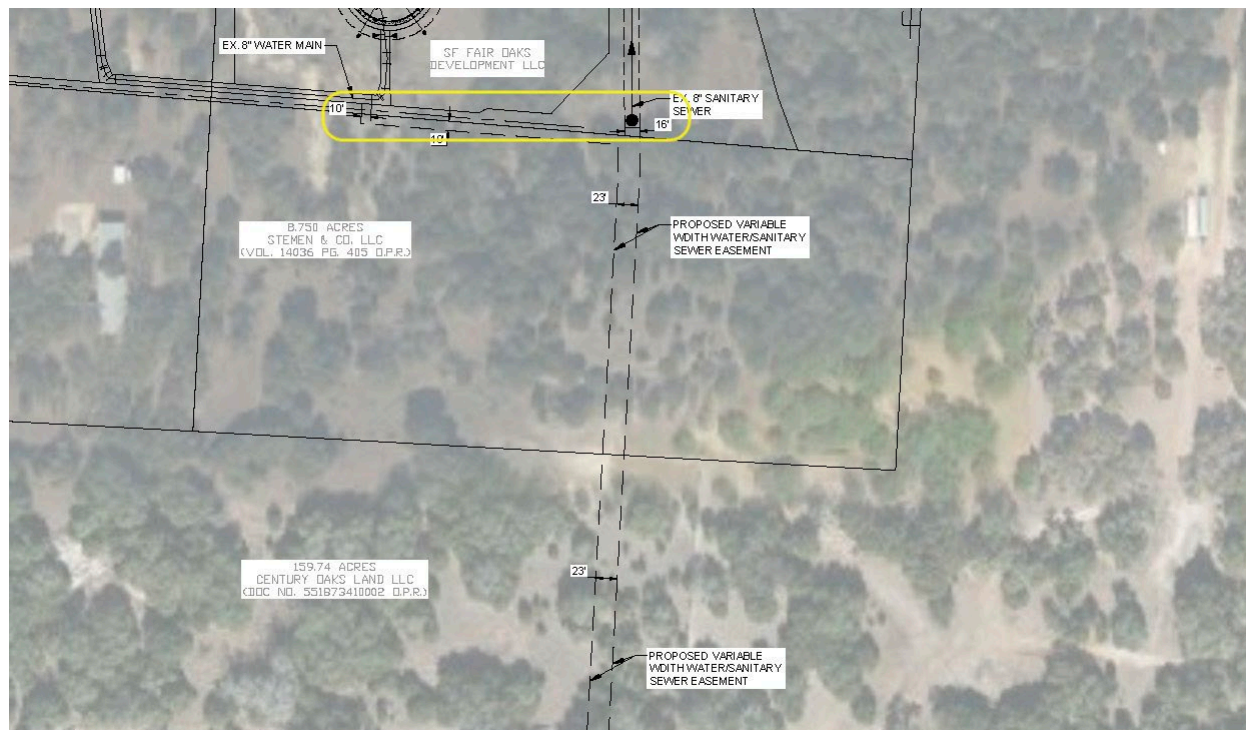
My Commission Expires: _____

Exhibit A

EXHIBIT “A1”

The Easement

[See attached]

EXHIBIT A1**DEPICTION OF APPROXIMATE EASEMENT AREA**

Proposed easement running adjacent along the north side of the property boundary shown below





CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
January 5, 2023

AGENDA TOPIC: Consideration and possible action approving a Resolution authorizing the execution of an Agreement to Contribute Right of Way Funds (Fixed Price) with TxDOT for the FM3351 Cibolo Creek project, expenditure of the required project funds and execution of all applicable documents by the City Manager

DATE: January 5, 2023

DEPARTMENT: Public Works & Engineering Services

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

INTRODUCTION/BACKGROUND:

Since 2018, the City has been working with TxDOT on future FM3351 improvements to serve both regional mobility needs as well as local traffic management and public safety needs while preserving our unique hill country character. While the larger widening project through our city is unprogrammed due to funding constraints, TxDOT is moving forward with the Cibolo Creek bridge replacement with a planned let date of February 2024. The Cibolo Creek project requires both right of way acquisition and utility adjustments to accommodate the planned improvements which will occur prior to project letting.

Pursuant to 43 TAC §15.52 and §15.55, TxDOT representatives informed the City that an Agreement to Contribute Right of Way Funds (**Exhibit A**) was required. These statutes cover funding agreements between TxDOT and local governments and establish federal, state and local cost participation ratios for highway improvement and other transportation projects. In accordance with 43 TAC §15.55(c), the local government is responsible for ten (10) percent of right of way acquisition and utility adjustment costs for existing Farm to Market Road (FM) and Urban Road (UR) routes. For this specific project, the estimated local government contribution is \$77,033.40. A breakdown of this cost was provided by TxDOT as Attachment C to the Agreement.

Since the city did not budget for this cost, staff recommends using \$77,033.40 from the \$1M street maintenance budget to cover this emergent requirement. This fund source was identified since the nature of work is similar (i.e. roadwork) and preliminary analysis using Cartegraph software shows the small budget reduction will not have a negative impact on our long-term pavement preservation efforts (i.e. average PCI/OCI will not decrease). In the event there is a shortfall in the street maintenance budget, staff may bring back a budget amendment to request additional funds if necessary.

Since TxDOT requires the governing body of the Local Government to approve entering into the Agreement to Contribute Right of Way Funds (Fixed Price) by resolution or ordinance, a resolution is being presented tonight for consideration and possible action. If approved, the resolution (**Exhibit B**) will be included as part of the agreement as an attachment.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Meets statutory requirements for federal, state and local cost participation for highway improvements and other transportation projects
- Supports much needed project to raise the FM3351 Cibolo Creek Bridge above the 100-yr flood elevation since closure severs access to large parts of our city

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Staff recommends using \$77,033.40 from the \$1M street maintenance budget to cover this emergent requirement. This fund source was identified since the nature of work is similar (i.e. roadwork) and preliminary analysis using Cartegraph software shows the small budget reduction will not have a negative impact on our long-term pavement preservation efforts (i.e. average PCI/OCI will not decrease).

LEGAL ANALYSIS:

This resolution was reviewed and approved by the city attorney.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the execution of an Agreement to Contribute Right of Way Funds (Fixed Price) with TxDOT for the FM3351 Cibolo Creek project, expenditure of the required project funds, and execution of all applicable documents by the City Manager.

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STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the “**State**”), and City of Fair Oaks Ranch, Texas, acting through its duly authorized officials (the “**Local Government**”).

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 3351 at Cibolo Creek, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the “**Project**”); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 - 1. site conditions change;
 - 2. work requested by the Local Government is ineligible for federal participation; or
 - 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C.** Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D.** In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
Mayor Greg Maxton	Director of Right of Way Division
City of Fair Oaks Ranch	Texas Department of Transportation
7286 Dietz Elkhorn	125 E. 11 th Street
Fair Oaks Ranch, TX 78015	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration

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(FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

County Bexar/Comal
 District San Antonio
 ROW CSJ # 3212-05-017
 CCSJ # 3212-05-013
 Federal Project #: F 2022(741)
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County Bexar/Comal
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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

City of Fair Oaks Ranch

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts & Finance Director
Right of Way Division
Texas Department of Transportation

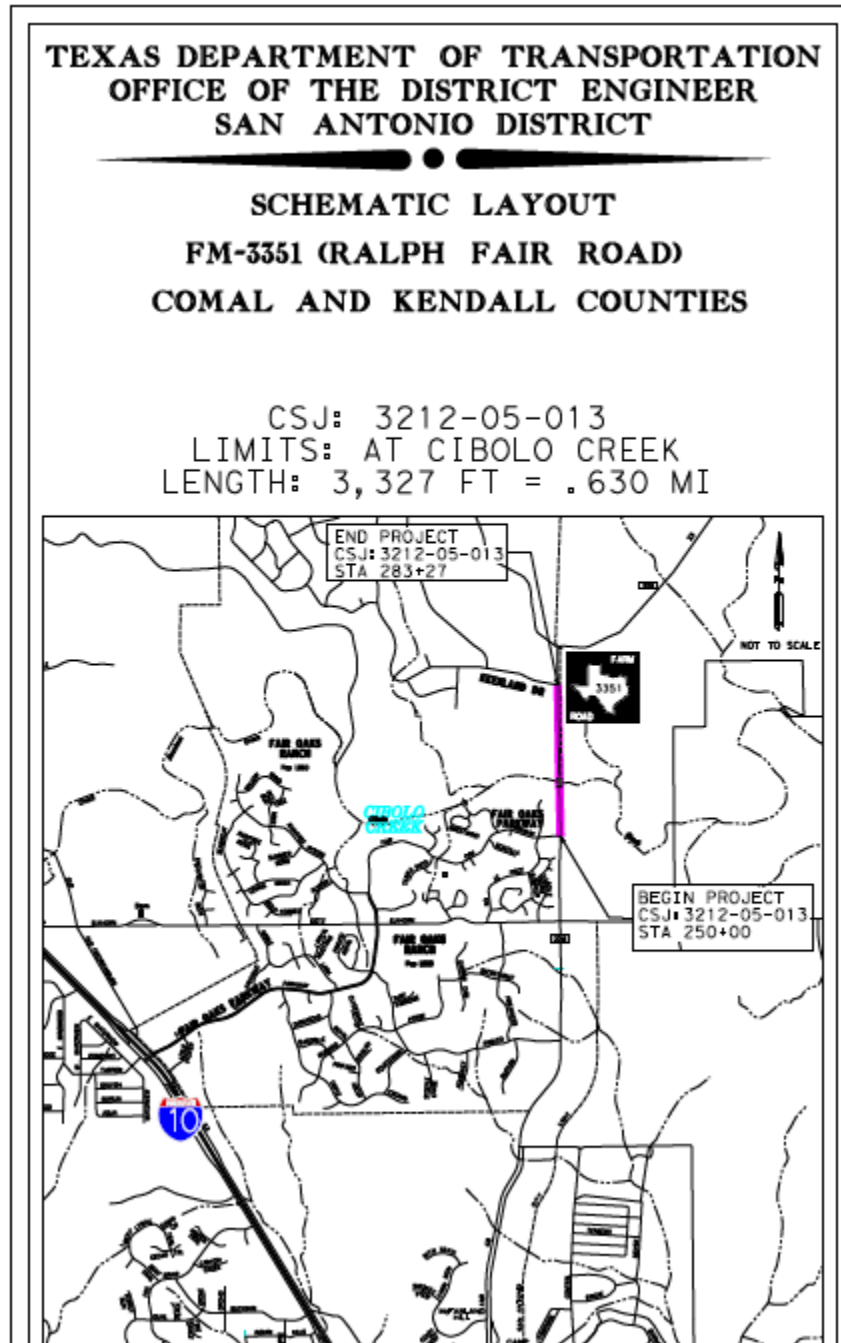
Date

County Bexar/Comal
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ATTACHMENT A RESOLUTION OR ORDINANCE

County Bexar/Comal
 District San Antonio
 ROW CSJ # 3212-05-017
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ATTACHMENT B LOCATION MAP SHOWING PROJECT



County Bexar/Comal
 District San Antonio
 ROW CSJ # 3212-05-017
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ATTACHMENT C

PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County	Bexar/Comal
District	San Antonio District
ROW CSJ#	3212-05-017
CCSJ#	3212-05-013

Federal Project #	F 2022(741)
CFDA Title:	<u>Highway Planning and Construction</u>
FHWA CFDA #	20.205
Federal Highway Administration	
Not Research and Development	

Standard Agreement to Contribute State Performs Work Attachment C

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$600,334.00	90.0%	\$540,300.60	10.0%	\$60,033.40	100.0%
Reimbursable Utility Adjustments	\$170,000.00	90.0%	\$153,000.00	10.0%	\$17,000.00	100.0%
Joint Bid - Reimbursable Utility Adjustments	\$0.00	0.0 %	\$0.00	0.0%	\$0.00	0.0%
TOTAL	\$770,334.00	90.0 %	\$693,300.60	10.0 %	\$77,033.40	100.0%

Fixed Amount

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FM3351 CIBOLO CREEK PROJECT, EXPENDITURE OF THE REQUIRED PROJECT FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER.

WHEREAS, the City of Fair Oaks Ranch (the “City”) and the Texas Department of Transportation (the “TxDOT”) have deemed it necessary to make certain highway improvements to FM3351 at Cibolo Creek (“Project”); and,

WHEREAS, this section of highway improvements will necessitate the acquisition of certain right of way and the relocation and adjustment of utilities; and,

WHEREAS, Title 43 of the Texas Administrative Code, Rule §15.55 Construction Cost Participation (“43 TAC §15.55”) authorizes TxDOT to establish federal, state and local cost participation ratios for highway improvement and other transportation projects; and,

WHEREAS, pursuant to Figure 43 TAC §15.55(c) the local government is responsible for ten (10) percent of right of way acquisition and utility adjustment costs for existing Farm to Market Road (FM) and Urban Road (UR) routes; and,

WHEREAS, the estimated local government contribution for this Project is \$77,033.40; and,

WHEREAS, TxDOT requires the Governing Body of the Local Government to approve entering into an Agreement to Contribute Right of Way Funds (Fixed Price) by resolution or ordinance which will be made a part of the agreement; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch desires to reaffirm its support of the Project and authorize the execution of an Agreement to Contribute Right of Way Funds (Fixed Price) with TxDOT.

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

- SECTION 1.** 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 2.** The City Council hereby reaffirms its support of the Project and authorizes the execution of the Agreement to Contribute Right of Way Funds (Fixed Price) with TxDOT for the Project, and the expenditure of the required Project funds.
- SECTION 3.** The City Council hereby authorizes the City Manager to execute any and all applicable documents to effectuate this Resolution.
- SECTION 4.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.
- SECTION 5.** 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 5th day of January, 2023.

ATTEST:

Gregory C. Maxton, Mayor

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

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



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
January 5, 2023

AGENDA TOPIC: Consideration and possible action approving a Resolution allocating the Fiscal Year 2021-22 General Fund Balances and carryover of encumbrances and continuing appropriations

DATE: January 5, 2023

DEPARTMENT: Finance

PRESENTED BY: Rosie G. Vela, Director of Finance

INTRODUCTION/BACKGROUND:

The purpose of this resolution is to formally document the affirmation of fund balance allocations in the General Fund for the Fiscal Year Ended September 30, 2022, and carryover encumbrances and continuing appropriations into the next fiscal year.

After all categories of fund balance have been allocated pursuant to GASB 54, and the assigned operating reserve has been funded to comply with City policy, the annual financial report for FY 2021-22 projects a remaining balance in the General Fund unassigned category of \$774,394. The final unassigned fund balance may differ after the financial statement audit is accepted by City Council.

The City Manager recommends the remaining unassigned fund balance in the General Fund be transferred to the Strategic Projects Fund for future projects and as a contingency for projects already approved by Council. The City Council has appropriated \$3.5 million in FY 2022-2023 for projects, and the fund has continuing projects totaling \$1.3 million.

As a general guideline, most projects should include a minimum 10% contingency for potential cost escalation or scope changes. It is reasonable to assume greater construction cost escalation in the next fiscal year due to general construction inflation trends of the last few years resulting from supply chain issues, among other recent developments. The City has also identified other potential projects in FY 2022-23 including the proposed Civic (Community) Center and Microsoft Cloud Services Upgrade. Transferring the unassigned fund balance of \$774,394 to the Strategic Projects Fund would represent 16% of the total project budget in the fund.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The resolution furthers compliance with Governmental Accounting Standards, citizen transparency and best practices in financial management. The carryover of continuing appropriations is necessary when appropriation and encumbrance balances from a fiscal year that has ended remain unspent. These amounts are required to be carried forward into the next fiscal year to facilitate the completion of projects, contracts, or activities for which the funds were originally awarded.

The resolution also furthers several priorities of the Strategic Action Plan and the Capital Improvements Plan including the following.

- 1.4 Develop Sustainable Financing Strategies aligned with service delivery expectations
- 3.3 Enhance and Ensure Continuity of Reliable Drainage Improvement Initiatives
- 3.4 Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives
- 3.5 Enhance and Ensure Continuity of Reliable City Facilities
- 5.5 Evaluate and Update IT Infrastructure, Software, and Security

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The fiscal impact is an increase in appropriations for Fiscal Year 2022-23 in the amount of \$357,803 for encumbrances and \$3,435,283 in continuing appropriations for strategic and capital projects.

LEGAL ANALYSIS:

Resolution approved as to form by City Attorney.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a Resolution allocating portions of the General Fund balance and authorizing the Finance Director to carry forward continuing appropriations for year-end encumbrances, contractual commitments, and capital projects.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS ALLOCATING PORTIONS OF FUND BALANCE OF THE GENERAL FUND AND AUTHORIZING THE DIRECTOR OF FINANCE TO CARRY FORWARD CONTINUING APPROPRIATIONS TO FY 2022-23.

WHEREAS, on August 18, 2011, the City Council of the City of the City of Fair Oaks Ranch, Texas (City Council) approved Resolution 2011-12 adopting the Governmental Accounting Standards Board's Statement 54 ("GASB 54"); and,

WHEREAS, pursuant to GASB 54, nonspendable fund balance is the portion of fund balance that cannot be spent because it is either not in a spendable form or is legally or contractually required to be maintained intact; and,

WHEREAS, all of the City's General Fund nonspendable balance has been allocated pursuant to GASB 54; and,

WHEREAS, pursuant to GASB 54, restricted fund balances have constraints that are either externally imposed by creditors, grantors, contributors, or laws, or externally imposed by constitutional provisions; and,

WHEREAS, all of the City's General Fund restricted balances have been allocated pursuant to GASB 54; and,

WHEREAS, pursuant to GASB 54, committed fund balance is the portion of the fund balance that is constrained to specific purposes by City Council, and that only City Council can unconstrain; and,

WHEREAS, the City has no General Fund balances meeting the definition of "committed" as defined by GASB 54; and,

WHEREAS, pursuant to GASB 54, assigned fund balances are the portion of General Fund balance that the City (Council or authorized administrator) designates for specific purposes; and,

WHEREAS, after all other categories of General Fund balances have been allocated, the annual financial report for fiscal year ending September 30, 2022, reports a remaining balance in the General Fund unassigned category of \$774,394; and,

WHEREAS, pursuant to GASB 54, City Council desires for any remaining unassigned balance after all other required allocations are made to be transferred to the Strategic Projects Fund 02 for future capital projects as approved by Council.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS that after all required fund balance allocations are made, any remaining unassigned General Fund balance is to be transferred to the Strategic Projects Fund 02 for future capital projects as approved by Council.

BE IT FURTHER RESOLVED, that the Director of Finance is hereby authorized to carry forward continuing appropriations for year-end encumbrances, contractual commitments, and capital projects to FY 2022-23.

PASSED, APPROVED, and ADOPTED on this 5th day of January 2023.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

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

Encumbrances

Fund	Account Number	PO#	Department	Amount	Description
01 - General Fund	01-630-803	21-00036	Public Safety	69,790	Police Interceptor - 2 units
01 - General Fund	01-630-803	21-00036	Public Safety	40,694	Police Command Vehicle
01 - General Fund	01-630-201	21-00021	Public Safety	1,573	Training ammunition
01 - General Fund	01-642-254	21-00038	Public Works	4,856	Golf Cart Crossing Marking
01 - General Fund	01-642-254	21-00039	Public Works	49,945	Pavement Striping and Marking
01 - General Fund	01-640-803	21-00040	Public Works	51,924	Ford F250
05 - Utility Fund	05-501-152	21-00039	Water	87,098	Dump Truck Model MV607
05 - Utility Fund	05-502-152	21-00040	Wastewater	51,924	Ford F250
Total Encumbrance Carryover				<u>357,803</u>	

Transfers

Fund	Account Number	Department	Amount	Description
01 - General Fund	01-400-984	Transfer In	162,408	Transfer from Equipment Replacement Fund
31 - Equipment Replacement Fund	31-500-123	Transfer Out	(162,408)	Transfer to the General Fund
05 - Utility Fund	05-401-989	Transfer In	139,022	Transfer from Equipment Replacement Fund
30 - Equipment Replacement Fund	30-500-988	Transfer Out	(139,022)	Transfer to the Utility Fund
Total Transfer Carryover			<u>-</u>	

Continuing Appropriations

Fund	Account Number	Department	Amount	Description
02 - SAP Fund	02-504-103	Administration	632,819	City Hall Renovation
02 - SAP Fund	02-504-106	Public Works	120,929	Chartwell & Dietz Rd Intersection
02 - SAP Fund	02-504-107	Public Works	70,738	Rolling Acres Trail #5 Drainage Project
02 - SAP Fund	02-504-108	Public Works	82,159	Silver Spur Trail #17 Drainage Project
02 - SAP Fund	02-504-110	Public Works	10,000	Fair Oaks Pkwy #30 Drainage Project
02 - SAP Fund	02-504-111	Public Works	26,572	Tivoli Way #34 Drainage Project
02 - SAP Fund	02-504-112	Public Works	40,000	Turf Paradise #37 Drainage Project
02 - SAP Fund	02-504-113	Public Works	75,000	Rockinghorse Lane #61 Drainage Project
02 - SAP Fund	02-504-114	Public Works	147,969	Bond Development Program
02 - SAP Fund	02-505-102	Public Safety	36,932	Fire Services Program Review
02 - SAP Fund	02-506-102	Human Resources & Communications	3,034	Employee Handbook Project
02 - SAP Fund	02-506-105	Human Resources & Communications	42,139	Communications & Marketing Strategy
02 - SAP Fund	02-506-106	City Secretary	4,259	Records Management
02 - SAP Fund	02-506-109	City Secretary	26,100	City Records Digitization
02 - SAP Fund	02-506-112	Information Technology	30,000	PIA Request Software
02 - SAP Fund	02-506-113	Public Works	15,000	City Fleet Fuel Station
22 - Water CIP Fund	22-504-101	Water CIP	176,313	Elevated Storage Tank
22 - Water CIP Fund	22-504-103	Water CIP	202,152	Creek Crossings West Waterline
22 - Water CIP Fund	22-504-102	Water CIP	353,802	Plant 2 HydroTank and Variable Drives
22 - Water CIP Fund	22-504-108	Water CIP	65,370	Willow Wind/Red Bud Hill
22 - Water CIP Fund	22-504-109	Water CIP	41,920	Old Frederickburg Rd
22 - Water CIP Fund	22-504-110	Water CIP	61,754	Rolling Acres Trail
22 - Water CIP Fund	22-505-100	Water CIP	4,649	Water Rate Study
25 - Wastewater CIP Fund	25-504-102	Wastewater CIP	1,095,497	Solids Handling
25 - Wastewater CIP Fund	25-504-103	Wastewater CIP	65,527	Future WW Treatment Plant
25 - Wastewater CIP Fund	25-505-100	Wastewater CIP	4,649	Wastewater Rate Study
Total Continuing Appropriations			<u>3,435,283</u>	

ELECTION CALENDAR FOR MAY 6, 2023

January 18	First day to File Application for Candidacy First day for Filing Declaration of Write-in Candidacy
February 2	City Council Orders General Election Resolution Authorizing Joint Agreement & Authorizing CM to Sign
February 17	Last Day for Filing Application for Candidacy
February 21	Last Day for a Write-in Candidate to Declare Candidacy
February 22	General Election may be Cancelled if No Candidate is Opposed on Ballot
February 24	Last Day for a Ballot and Write-in Candidate to Withdraw from Election
February 27	Draw for order of Names on the Ballot – 4:30 PM
April 6	Due Date for Filing First Report of Campaign Contributions and Expenditures by Opposed Candidates (30th Day Before Election)
April 16	Publish Notice of Election in Boerne Star
April 24	First day for Early Voting in Person
April 28	Due Date for Filing Second Report of Campaign Contributions and Expenditures by Opposed Candidates (8th day before election)
May 2	Last day of Early Voting in Person
May 6	Election Day Post Unofficial Tabulation of Results
May 9-17	<i>Special Council Meeting Required to Canvass Election</i> Issue Certificates of Election and Sign Statement of Elected Officer
May 18	Perform Oath of Office Per Home Rule Charter - First Day Elected Officials May Assume Duties of Office

*Dates/process subject to change
Dec 16, 2022*

2022 Household Hazardous Waste Event

September 10, 2022

- An annual one-day event for residents to dispose of applicable household hazardous waste.
- Republic Services commits \$20,000.
- City budgets \$10,000.



Most Common Materials

- Abrasive and ammonia-based household cleaners
- Aerosols
- Antifreeze
- Cooking oils
- Fertilizers
- Fluorescent/CFL bulbs
- **Flammable Liquids**
- Fungicides and Herbicides
- **Herbicides / Pesticides**
- **Paints (including latex), oils, stains, varnishes, thinners and turpentine**
- Pool Chemicals
- Rat and mouse poisons
- Used motor oils and filters





2022 Collection Summary

Collection Site Summary	
Participants (vehicles)	189
Weight (pounds)	14,493
Weight per Participant	76.68
Cost	\$38,422
Cost per Participant	\$203

Waste Stream	Total Weight (lbs)
Flammable Liquids	1,714
Pesticides/ Herbicides	2,982
Others: Aerosols, Bulbs, Oil, Acids, etc.	1,271
Paint and Related Material	8,526
TOTAL	14,493

Waste Method Breakdown	%
Alternative Fuels	37%
Non-Hazardous Landfill	0%
Recycle	38%
Destructive Incineration	21%
Treatment	4%
TOTAL	100%

Event Cost Breakdown

	2018	2019	2020	2021	2022
Equipment	2,873	3,873	2,437	3,873	4,144
Labor	12,020	7,320	6,660	8,630	8,833
Site Setup	440	440	440	500	535
Storage Supplies	10,212	2,869	2,869	3,727	3,385
Recycling and Disposal	54,738	13,899	27,401	16,819	13,943
Insurance and EPA Fees	12,017	4,093	4,090	6,291	7,581
TOTALS	\$92,300	\$32,494	\$43,897	\$39,840	\$38,422

Summary of Annual Event Cost

Event Year	2018	2019	2020	2021	2022	2023
Participants	412	168	305	257	189	
Weight (lbs)	69,532	10,262	19,797	17,840	14,493	
Total Cost of Event	\$92,300	\$32,494	\$43,897	\$39,840	\$38,422	
Republic Services Commitment	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
City of Fair Oaks Ranch Commitment	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$20,000
Shortage	-\$62,300	-\$2,494	-\$13,897	-\$9,840	-\$8,422	
Note: Republic Services covered the cost shortage in 2018, 2019, 2020, and 2021.						







CIBOLOCREEK
community church

