



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

Thursday, November 16, 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.

### **PRESENTATIONS**

4. Introduction of new hire(s): Juan Munoz, Utility Technician; Morgan Koontz, Utility Technician; Grant Hemphill, Water/Wastewater Operator I; Kevin O'Connor, Maintenance Technician.

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

5. Presentation of a 5-Year Service Award to: Tom Heath, Infrastructure Inspector.

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

6. Presentation of a 20-Year Service Award to Steven Fried, Water Supervisor.

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

### **CONSENT AGENDA**

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

7. Approval of the October 19, 2023 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

8. Approval of the second reading of an ordinance amending the Fiscal Year 2023-24 Amendment.

Summer Fleming, Interim Director of Finance

- [9.](#) Approval of a resolution approving the 2023 property tax levy roll.  
Summer Fleming, Interim Director of Finance
- [10.](#) Approval of a resolution authorizing brokers, dealers, and financial institutions to conduct investment transactions for the City of Fair Oaks Ranch, Texas.  
Summer Fleming, Interim Director of Finance
- [11.](#) Approval of a resolution amending resolution 2023-36 by modifying Section 4 to accurately reflect early voting dates, times, and locations.  
Christina Picioccio, TRMC, City Secretary
- [12.](#) Approval of a resolution casting votes for candidates for the Boards of Directors for Bexar and Comal Appraisal Districts for tax years 2024 and 2025.  
Gregory C. Maxton, Mayor  
Laura Koerner, Mayor Pro Tem, Place 4
- [13.](#) Approval of a resolution authorizing the execution of an agreement with Patti Engineering, Inc. for Supervisory Control and Data Acquisition (SCADA) support services.  
Clayton Hoelscher, Procurement Manager
- [14.](#) Approval of a resolution authorizing the execution of a purchase order with Vermeer Texas-Louisiana for a hydro-vacuum excavator, expenditure of the required funds, and execution of all applicable documents by the City Manager.  
Clayton Hoelscher, Procurement Manager
- [15.](#) Approval of a resolution authorizing the execution of a Participation Agreement with the Sourcewell Cooperative Purchasing Program, a purchase order with Ewald Kubota for a skid steer, expenditure of the required funds, and execution of all applicable documents by the City Manager.  
Clayton Hoelscher, Procurement Manager

### CONSIDERATION/DISCUSSION ITEMS

- [16.](#) Consideration and possible action approving the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 13 "Utilities", Article 13.06 "Water Conservation Plan", Section 13.06.006 "Landscape Watering Management" to include an updated watering day schedule, and providing for an effective date.  
Julio Colunga, Assistant Director of Public Works  
Kelsey Delgado, Environmental Program Manager
- [17.](#) Consideration and possible action approving a resolution to accept a \$42,000 monetary donation from SA Front Gate, LLC, Elkhorn Ridge Development SA, LLC, and Elkhorn Ridge SA, LLC; a \$10,000 monetary donation from ROW at Dietz Elkhorn, LLC; and a monetary donation up to \$10,000 from Vantage at Fair Oaks, LLC for the design and construction of the Dietz Elkhorn Sidewalk Project.  
Grant Watanabe, P.E., Director of Public Works and Engineering Services

**WORKSHOP**

[18.](#) First Quarter Town Hall Meeting.

Gregory C. Maxton, Mayor

[19.](#) Civic Center Update.

Grant Watanabe, P.E., Director of Public Works and Engineering  
Lopez Salas Architects, Inc.

**REPORTS FROM STAFF AND COMMITTEES**

[20.](#) Quarterly Investment Report for the quarter ended September 30, 2023.

Summer Fleming, Interim Director of Finance

**REQUESTS AND ANNOUNCEMENTS**

21. Announcements and reports by Mayor and Council Members.

22. Announcements by the City Manager.

23. 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:

24. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
25. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.
26. 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.
27. Cause No. 2021CI05780: Richard J. Davila Jr. vs. City of Fair Oaks Ranch.
28. Matters associated with or arising from the third-party independent investigation involving incidents within the police department.

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

29. 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**

---

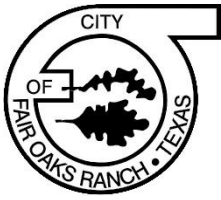
**Signature of Agenda Approval:** s/Gregory C. Maxton

Gregory C. Maxton, Mayor

I, 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, November 11, 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, October 19, 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>

**MINUTES**

**OPEN MEETING**

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

Council Present: Mayor Maxton and Council Members: Stroup, Rhoden, 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** – Resident, Christine Graham, spoke of feral hogs in Setterfeld Estates. She is concerned due to the proximity of the animals to school bus stops and residents who may be out walking. She asked for clarity from the City because she was referred to Texas Parks and Wildlife or the Comal County Game Warden.

**PRESENTATIONS**

- 4. Recognition of the Employee of the Quarter (Q4 - July 2023 through September 2023): Kelsey Delgado, Environmental Program Manager.**

Jennifer Hudson, IPMA-CP, Human Resources Generalist, recognized Kelsey Delgado, Environmental Program Manager as the Employee of the Quarter.

**CONSENT AGENDA**

- 5. Approval of the October 5, 2023 Regular City Council meeting minutes.**

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

VOTE: 6-0; Motion Passed.

**CONSIDERATION/DISCUSSION ITEMS**

- 6. Consideration and possible action approving a resolution of the City Council of the City of Fair Oaks Ranch supporting the Texas Department of Transportation FM 3351 expansion project between IH-10 and SH 46.**

MOTION: Made by Council Member Rhoden, seconded by Council Member Koerner, to approve a resolution of the City Council of the City of Fair Oaks Ranch supporting the Texas Department of Transportation FM 3351 expansion project between IH-10 and SH 46.

VOTE: 6-0; Motion Passed.

**7. Consideration and possible action approving a resolution authorizing the execution of an Advance Funding Agreement for Voluntary Utility Relocation and Standard Utility Agreement with TxDOT for the relocation of water lines near the FM3351 Cibolo Creek Bridge and authorizing the City Manager to execute all applicable documents.**

MOTION: Made by Council Member Parker, seconded by Council Member Muenchow, to approve a resolution authorizing the execution of an Advanced Funding Agreement for Voluntary Utility Relocation and Standard Utility Agreement with TxDOT for the relocation of water lines near the FM3351 Cibolo Creek Bridge and authorizing the City Manager to execute all applicable documents.

VOTE: 6-0; Motion Passed.

**8. Consideration and possible action approving the first reading of an ordinance adopting Fiscal Year 2023-24 Budget Amendment.**

MOTION: Made by Council Member Muenchow, seconded by Council Member Rhoden, to approve the first reading of an ordinance amending the FY 2023-24 Budget.

VOTE: 6-0; Motion Passed.

**WORKSHOP**

**9. Tree Mitigation Fund Workshop.**

Kelsey Delgado, Environmental Program Manager, provided a workshop presentation to Council regarding a Tree Mitigation Fund and how to use said funds. Council provided feedback to staff to pursue Option # 4 to allow for multiple uses.

**REQUESTS AND ANNOUNCEMENTS**

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

Council Member Stroup reminded everyone that the Police Department’s Trunk or Treat event is happening on October 28, 2023, from 6-8 P.M. at Van Raub Elementary School.

Mayor Maxton informed everyone that Early Voting for the Constitutional Amendment Election is taking place in the PD Training Room from October 23 – November 3, 2023 and urged citizens to look at the City’s website for details on both the Constitutional Amendment Election as well as the upcoming Special Election to fill the vacancy of Council Member Place 3. Mayor Maxton also reminded the attendees that the November 2, 2023 City Council meeting was canceled to accommodate the poll site and that regular City Council meetings would resume on November 16, 2023.

**11. Announcements by the City Manager.**

Interim City Manager, Scott M. Huizenga, informed Council that the first meeting of the Bond Advisory Committee would take place on October 24, 2023 at 3PM in the Fellowship Building of Spring Creek United Methodist Church.

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

None.

**CONVENE INTO EXECUTIVE SESSION**

*City Council convened into closed session at 7:19 PM regarding:*

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

**13. To receive legal advice from Special Counsel and the City Attorney regarding the City’s ground water rights.**

**Sec. 551.074 (Personnel Matters)**

**17. The City Council will meet in closed session pursuant to Texas Government Code Section 551.074, Personnel Matters, to deliberate the process and options for filling the vacancy of City Manager.**

*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:

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

15. 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)**

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.

**Sec. 551.074 (Personnel Matters)**

18. To perform the annual evaluation of the City Manager.

19. To perform the annual evaluation of the City Secretary.

**RECONVENE INTO OPEN SESSION**

City Council reconvened into Open Session at 9:43 PM.

MOTION: Made by Mayor Maxton, seconded by Council Member Koerner, to hire Scott Huizenga as the City Manager for the City of Fair Oaks Ranch with a contract effective on October 20, 2023 and also authorizing the Mayor to sign the contract.

VOTE: 6-0; Motion Passed.

**ADJOURNMENT**

Mayor Maxton adjourned the meeting at 9:45 PM.

ATTEST:

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

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





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

AGENDA TOPIC: Approval of the second reading of an ordinance amending the Fiscal Year 2023-24 Budget.  
DATE: November 16, 2023  
DEPARTMENT: Finance  
PRESENTED BY: Consent Agenda - Summer Fleming, Interim Director of Finance

**INTRODUCTION/BACKGROUND:**

At the October 19, 2023, meeting, City Council adopted a resolution approving the execution of an Advanced Funding Agreement for Voluntary Utility Relocation and Standard Utility Agreement with TxDOT for the relocation of water lines near the FM 3351 Cibolo Creek Bridge. At the same meeting, City Council approved the first reading of an Ordinance amending FY 2023-24 Budget to appropriate \$239,912 for said project. this agenda item is to bring forward for approval the second reading of the ordinance.

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

This budget amendment would provide funding for the approved Advanced Funding Agreement with TxDOT for the relocation of water lines near the FM 3351 Cibolo Creek Bridge.

**LONG-TERM FINANCIAL & BUDGETARY IMPACT:**

This ordinance will reduce the Unallocated Fund Balance in the Water Capital and Strategic Project Fund by \$239,912 as shown in **Exhibit A**.

**LEGAL ANALYSIS:**

Ordinance approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Agenda - I move to approve the second reading of an ordinance amending the FY 2023-24 Budget.

**AN ORDINANCE**

**AMENDING THE BUDGET OF THE CITY OF FAIR OAKS RANCH, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024**

**WHEREAS**, the budget for the City of Fair Oaks Ranch, Texas for FY 2023-24 has heretofore been approved as provided by law and filed with the City Secretary under Ordinance 2023-09; and,

**WHEREAS**, per above said Ordinance 2023-09, the City Manager may move amounts within the same fund but budget amendments between funds must be approved by City Council by ordinance; and,

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

**WHEREAS**, staff recommends making the attached budget amendments as shown in **Exhibit A**; and,

**WHEREAS**, the City Council finds the budget amendments as detailed in the attachment are warranted in conjunction with the Cibolo Creek Bridge waterline relocation project.

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

**PART 1.** 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.

**PART 2.** That the City Secretary is hereby directed to file this ordinance as an Amendment to the original budget and the Finance Director is hereby directed to amend the original budget with the amendments listed in the attached **Exhibit A**.

**PART 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.

**PART 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.

**PART 5.** This ordinance shall take effect following a second reading on November 16, 2023, and after passage, adoption and publication as may be required by governing law.

**PART 6.** The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Fair Oaks

Ranch under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

**PART 7.** 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 the 19<sup>th</sup> day of October 2023.**

**PASSED, APPROVED AND ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 16<sup>th</sup> day of November 2023.**

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

ATTEST:

APPROVED AS TO FORM:

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

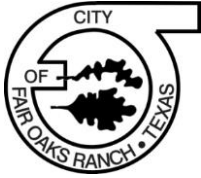
\_\_\_\_\_  
Denton Navarro Rocha Bernal & Zech, P.C.,  
City Attorney

**EXHIBIT A**  
**PROPOSED BUDGET AMENDMENTS**  
**CITY OF FAIR OAKS RANCH**  
**FISCAL YEAR 10/1/2023 - 9/30/2024**

<b>Proposed Increases to Budgeted Expenditures</b>				
<u>Dep't</u>	<u>Acct #</u>	<u>Acct Name</u>	<u>Item</u>	<u>Amount</u>
Water Utility	22-504-111	Cibolo Creek Bridge Waterline Relocation	Relocate waterline for TXDot bridge project	\$ 239,912
<b>Total Proposed Expenditure Increases</b>				<b>\$ 239,912</b>

<b>Proposed Decreases to Budgeted Expenditures</b>			
<u>Acct #</u>	<u>Acct Name</u>	<u>Reason for Budget Surplus</u>	<u>Amount</u>
<b>Total Proposed Revenue Increases/Expenditure Decreases</b>			<b>\$ -</b>

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



CITY COUNCIL CONSENT ITEM  
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution approving the 2023 property tax levy roll  
DATE: November 16, 2023  
DEPARTMENT: Finance  
PRESENTED BY: Consent – Summer Fleming, Interim Director of Finance

**INTRODUCTION/BACKGROUND:**

Pursuant to the Texas Property Tax Code, Chapter 26.09(e), after City Council sets the 2023 property tax rate, the levy roll is determined, by the property tax collector, based on said approved property tax rate, and presented to Council for approval: *The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and **submit it to the governing body of the unit for approval.** The appraisal rolls with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.*

City Council, on September 21, set the 2023 property tax rate at \$0.3005 on each \$100 taxable valuation of property. See attached 2023 Levy Total report for calculation of Total Levy.

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

Compliance with State law.

**LONG-TERM FINANCIAL & BUDGETARY IMPACT:**

M&O Levy @ \$0.2776 tax rate:	\$6,396,837.63	M&O Tax Revenue Budgeted:	\$6,545,557
I&S Levy @ \$0.0229 tax rate:	<u>527,693.02</u>	I&S Tax Revenue Budgeted:	<u>539,997</u>
Total Levy:	\$6,924,530.65	Property Tax Revenue Budgeted:	\$7,085,554*

\* Budgeted revenue was based on certified estimates of taxable value and is more than the levy by \$161,023.35. Due to historical adjustments of property value under protest after the date of certification, we do not anticipate a budget amendment is needed at this time.

**LEGAL ANALYSIS:**

Approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

Consent - I move to approve a resolution approving the City of Fair Oaks Ranch 2023 property tax levy roll of \$6,924,530.65.

**A RESOLUTION**

**A RESOLUTION OF THE COUNCIL OF FAIR OAKS RANCH, TEXAS APPROVING THE 2023 PROPERTY TAX LEVY ROLL FOR THE CITY OF FAIR OAKS RANCH, TEXAS.**

**WHEREAS**, pursuant to Texas Property Tax Code, Vernon’s Texas Codes Annotated, Section 26.09(e) the City Council of the City of Fair Oaks Ranch, Texas, must officially approve the tax levy roll of the City of Fair Oaks Ranch, Texas, for Tax Year 2023.

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

- Section 1.** The City Council of the City of Fair Oaks Ranch hereby officially approves the 2023 property tax levy roll as required by the Property Tax Code, Vernon’s Texas Codes Annotated, Section 26.09(e) in the amount of \$6,924,530.65 based on a tax rate of \$0.3005 per \$100 valuation of a total taxable value of \$2,304,321,881.
- Section 2.** A signed copy of this Resolution shall be submitted, by the City Secretary, to the city’s property tax collector, Bexar County Tax Assessor Collector.
- 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 provision 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 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, Texas Government Code, as amended.
- 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 the 16th day of November 2023.**

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

ATTEST:

APPROVED AS TO FORM:

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

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



**Albert Uresti, MPA, PCC**  
**Office of the Tax Assessor - Collector**

October 25, 2023

Ms. Summer Fleming, Accounting Manager  
City of Fair Oaks Ranch  
7286 Dietz Elkhorn Road  
Fair Oaks Ranch, Texas 78015

RE: City of Fair Oaks Ranch – 2023 Tax Roll

Dear Ms. Fleming:

Enclosed is a summary of values and levies taken from the initial Tax Roll for the City of Fair Oaks Ranch.

Section 26.09(e) of the State Property Tax Code requires the Tax Roll to be approved by the taxing unit's governing body. Please notify this office, at your earliest convenience, when the tax roll is approved by your governing body.

If you have any questions, please contact Mr. Carlos Gutierrez at 210-335-6600.

Sincerely,

A handwritten signature in green ink, appearing to read "AU".

Albert Uresti, MPA, PCAC  
Tax Assessor-Collector  
Bexar County

AU:JAA/sb

Handwritten initials "JAA" in blue ink.

Enclosure



### 2023 CERTIFIED TAX ROLL AS OF OCTOBER 1, 2023

TAX ASSESSMENT ROLLS OF FAIR OAKS RANCH FOR THE YEAR 2023 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	4,531	2,935,442,900	2,290,699,373	192.41	6,883,359.90
PERSONAL PROPERTY	200	18,215,621	13,622,508	.00	41,170.75
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
<b>TOTAL</b>	<b>4,731</b>	<b>2,953,658,521</b>	<b>2,304,321,881</b>	<b>192.41</b>	<b>6,924,530.65</b>

RATE OF TAXATION ASSESSMENT RATIO 100%  
TOTAL TAX RATE 00.300500

ALBERT URESTI, MPA, PCAC  
TAX ASSESSOR-COLLECTOR BEXAR COUNTY

BY :





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

AGENDA TOPIC: Approval of a resolution authorizing brokers, dealers, and financial institutions to conduct investment transactions for the City of Fair Oaks Ranch, Texas.  
DATE: November 16, 2023  
DEPARTMENT: Finance  
PRESENTED BY: Consent - Summer Fleming, Director of Finance

**INTRODUCTION/BACKGROUND:**

Pursuant to the Public Funds Investment Act, Section 2256.025, the governing body of an investment entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity. Furthermore, Section VIII of the City’s Investment Policy states the Investment Officer will maintain a list of financial institutions and security broker/dealers authorized to provide investment/depository services for the City.

The current list includes Frost Bank as the City’s depository, Frost Bank Securities as the City’s safekeeping institution, and two local government investment pools, TexPool and Texas CLASS.

Staff is recommends adding the following qualified brokers to the list and has reviewed all documentation required by the Investment Policy for such additions.

- Hilltop Securities
- Stifel Nicolaus
- UBS Financial Services Inc.

The list will be reviewed annually in conjunction with the Investment Policy. The review will consist of consideration of new firms that have submitted the required documentation and a review of the performance of previously approved firms. Any modifications to the list will be submitted to City Council for their review, approval, and adoption.

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

While the City’s investments and operating cash will still be managed internally, these firms offer other liquid investment solutions that can augment the City’s investment portfolio by diversifying portfolio risk, increasing yields or both.

A Council-approved list will enable the Finance Department to seek investment alternatives during favorable market conditions, including, but not limited to, treasuries, agencies and certificates of deposit. The City’s investments currently are in local government investment pools.

**LONG-TERM FINANCIAL & BUDGETARY IMPACT:**

None.

**LEGAL ANALYSIS:**

Approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Agenda - I move to approve a resolution authorizing brokers, dealers, and financial institutions to conduct investment transactions for the City of Fair Oaks Ranch.

**A RESOLUTION**

**A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING BROKERS, DEALERS, AND FINANCIAL INSTITUTIONS TO CONDUCT INVESTMENT TRANSACTIONS FOR THE CITY OF FAIR OAKS RANCH, TEXAS.**

**WHEREAS**, the City’s adopted investment policy states the Investment Officer will maintain a list of financial institutions and security broker/dealers authorized to provide investment/depository services; and

**WHEREAS**, the Public Funds Investment Act, Texas Government Code Ann., Chapter 2256, provides that the governing body of an investing entity shall review, revise, and adopt its list of qualified brokers at least annually; and

**WHEREAS**, the City’s Investment Officer has received and reviewed all documentation required by the investment policy for each broker, dealer, and financial institution.

**NOW THEREFORE, BE IT RESOLVED BY 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 does hereby adopt and approve the list of qualified brokers, dealers, and financial institutions attached hereto as **Exhibit A**.
- Section 3.** 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 4.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 5.** 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 6.** 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 as required by law.
- 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 the 16<sup>th</sup> day of November 2023.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

Authorized Broker/Dealer/Financial Institution/Banks/Investment Pools

Frost Bank 111 W. Houston Street San Antonio, TX 78205	Manuel Long Vice President - Public Finance	(210) 220-5372 (210) 262-9081 C	<a href="mailto:manuel.long@frostbank.com">manuel.long@frostbank.com</a>
Frost Bank Securities 111 W. Houston Street San Antonio, TX 78205	Eileen Slater Sr. Vice President - Capital Markets	(210) 220-5546 (210) 404-8815 C	<a href="mailto:eileen.slater@frostbank.com">eileen.slater@frostbank.com</a>
TexPool Participant Services 1001 Texas Avenue Suite 1150 Houston, TX 77002	Denise Hamala Unit Manager	(866) 839-7665	<a href="mailto:denise.hamala@FederatedHermes.com">denise.hamala@FederatedHermes.com</a>
Texas CLASS 6907 Shavelson St. Houston, TX 77055	Zach Brewer Director - Investment Services	(281) 642-4350	<a href="mailto:zach.brewer@texasclass.com">zach.brewer@texasclass.com</a>
Hilltop Securities Inc. 1201 Elm Street Suite 3500 Dallas, TX 75270	Gilbert Ramon Vice President	(713) 654-8606 (713) 724-4178 C	<a href="mailto:gilbert.ramon@hilltopsecurities.com">gilbert.ramon@hilltopsecurities.com</a>
UBS Financial Services, Inc. 1780 Hughes Landing Blvd. 3 Hughes Landing, Suite 200 The Woodlands, TX 77380	Richard Ebert First Vice President - Wealth Management	(281) 362-6340	<a href="mailto:richard.ebert@ubs.com">richard.ebert@ubs.com</a>
Stifel, Nicolaus & Company, Inc. 2107 Elliott Avenue Suite 208 Seattle, WA 98121	Josh Gorham Managing Director	(206) 443-7260 (206) 963-1280 C	<a href="mailto:gorhamj@stifel.com">gorhamj@stifel.com</a>



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

AGENDA TOPIC: Approval of a resolution amending resolution 2023-36 by modifying Section 4 to accurately reflect early voting dates, times, and locations  
DATE: November 16, 2023  
DEPARTMENT: City Secretary  
PRESENTED BY: Consent - Christina Picioccio, TRMC, City Secretary

**INTRODUCTION/BACKGROUND:**

On October 5, 2023, the City Council ordered a special election for the purpose of filling the vacancy for the remainder of the unexpired term of office of City Council Place 3, inclusive of early voting dates, times, and locations. City Staff has since been informed that early voting will not be held at the main voting location on Saturday, December 2, 2023, as previously anticipated. This decision was made by Kendall County due to difficulties in attaining election workers coupled with extremely low attendance at the main Boerne location (less than 10 voters historically on a Saturday for a CoFOR election). In an effort to satisfy statutory requirements and notify voters, staff proposes an amendment to resolution 2023-36.

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

Correction of election information affords the citizens the opportunity to elect their local government officials and complies with State Election Code and City Charter.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A

**LEGAL ANALYSIS:**

Approved as to form by legal.

**RECOMMENDATION/PROPOSED MOTION:**

Consent - I move to approve a resolution amending resolution 2023-36 by modifying Section 4 to accurately reflect early voting dates, times, and locations.

**A RESOLUTION**

**A RESOLUTION OF THE CITY OF FAIR OAKS RANCH AMENDING RESOLUTION 2023-36 BY MODIFYING SECTION 4 TO ACCURATELY REFLECT EARLY VOTING DATES, TIMES, AND LOCATIONS.**

**WHEREAS**, on October 5, 2023, the City of Fair Oaks Ranch, ordered, by resolution 2023-36, a special election to be held on December 9, 2023 for the purpose of filling the vacancy for the remainder of the unexpired term of office of City Council Place 3; and

**WHEREAS**, early voting and election dates, times and locations were specified on said resolution; and

**WHEREAS**, the City of Fair Oaks Ranch has been informed that a certain early voting date has changed; and

**WHEREAS**, City Council finds and determines that correcting Section 4 of Resolution 2023-36 is in the public interest.

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

**SECTION 1.** The main early polling place for the holding of said election shall be at the Kendall County Courthouse Annex, 221 Fawn Valley, Boerne, Texas 78006 on the following dates and times; early voting will also be conducted in Fair Oaks Ranch Police Department’s Public Safety Training Room, 7286 Dietz Elkhorn Road, Fair Oaks Ranch, TX 78015 on the following dates and times and the entire City of Fair Oaks Ranch, Texas, for the purpose of holding said election shall be and constitute one Municipal election precinct.

Main Early Voting Location: Kendall County Courthouse Annex  
221 Fawn Valley, Boerne TX 78006

Monday, November 27 – Friday, December 1 .....8:00 AM to 5:00 PM  
Saturday, December 2..... Closed  
Sunday, December 3..... Closed  
Monday, December 4 – Tuesday, December 5 .....8:00 AM to 5:00 PM

Branch Early Voting Location  
Fair Oaks Ranch Police Department’s Public Safety Training Room  
7286 Dietz Elkhorn Road, Fair Oaks Ranch, TX 78015

Monday, November 27 – Friday, December 1 .....8:00 AM to 6:00 PM  
Saturday, December 2.....10:00 AM – 4:00 PM  
Sunday, December 3..... Closed  
Monday, December 4 – Tuesday, December 5 ..... 7:00 AM to 7:00 PM

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

**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.** 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, Texas Government Code, as amended.

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

**PASSED, APPROVED, and ADOPTED on the 16<sup>th</sup> day of November 2023.**

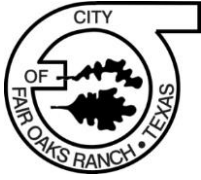
\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



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

AGENDA TOPIC: Approval of a resolution casting votes for candidates for the Boards of Directors for Bexar and Comal Appraisal Districts for tax years 2024 and 2025.  
DATE: November 16, 2023  
DEPARTMENT: City Council  
PRESENTED BY: Consent - Gregory C. Maxton, Mayor  
Laura Koerner, Mayor Pro Tem, Place 4

**INTRODUCTION/BACKGROUND:**

The Texas Property Tax Code states the governing body of each taxing unit entitled to vote shall determine its vote for the appraisal district board of directors by resolution and submit no later than December 15, 2023.

Per Section 6.03 of the Texas Property Tax Code, voting entitlement is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000 and by rounding the product to the nearest whole number. The City has the following votes to cast: 1) Bexar -5 votes and 2) Comal - 10 votes. The Kendall Appraisal District Board of Directors will be voted on in 2024.

Today’s agenda item is for City Council to cast its ballots for the Boards of Directors for the Comal and the Bexar Appraisal Districts. Council Member Koerner and Mayor Maxton vetted the candidates and make the following voting proposal:

**Bexar Appraisal District:**

- The City of Fair Oaks Ranch has 5 votes, which is 0.11% of the total vote.
- There are 6 candidates to fill 5 positions on the Appraisal District Board. 3 of the candidates are incumbents and most likely will be re-elected to the Appraisal District Board.
- Of the remaining 3 new candidates, Juliana Dusek appears to serve the same interests as the City of Fair Oaks Ranch. Juliana Dusek was nominated by the City of Olmos Park and serves on their City Council.
- Cast all 5 votes for Juliana Dusek.

**Comal Appraisal District:**

- The City of Fair Oaks Ranch has 10 votes.
- There are 5 candidates to fill 5 positions on the Appraisal District Board. 4 of the candidates are incumbents, with James Long as the only new candidate.

- Cast 2 votes each to Comal County nominated candidates Eric Couch, Douglas Miller Jr., Bob Slupik and John Tyler, and 2 votes to James Long nominated by Comal ISD. These candidates represent the City of Fair Oaks Ranch and therefore all votes will go to someone who has the interest of the City.

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

Compliance with the Texas Tax Code

**LONG-TERM FINANCIAL & BUDGETARY IMPACT:**

None

**LEGAL ANALYSIS:**

Approved as to form.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve a resolution casting the City of Fair Oaks Ranch votes for the Bexar and Comal Appraisal District Board of Directors as follows:

Bexar Appraisal District

Juliana Dusek (5 votes)

Comal Appraisal District

Eric Couch (2 votes)

James Long (2 votes)

Douglas Miller Jr. (2 votes)

Bob Slupik (2 votes)

John Tyler (2 votes)

**A RESOLUTION**

**A RESOLUTION OF THE COUNCIL OF FAIR OAKS RANCH, TEXAS CASTING VOTES FOR CANDIDATES FOR THE BOARDS OF DIRECTORS FOR BEXAR AND COMAL APPRAISAL DISTRICTS FOR TAX YEARS 2024 AND 2025.**

**WHEREAS**, the City of Fair Oaks Ranch is required under Section 6.03 (k) of the Texas Property Tax Code to cast votes by written resolution for the candidate(s) for the Boards of Directors for the Bexar and Comal Appraisal Districts; and

**WHEREAS**, the City of Fair Oaks Ranch is required to submit its results of the vote to the Chief Appraiser of the Bexar and Comal Appraisal Districts by December 15, 2023; and

**WHEREAS**, the City Council of the City of Fair Oaks Ranch deems it appropriate to cast their ballots for the Board of Directors of the Bexar and the Comal Appraisal Districts.

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

- Section 1.** The City Council of the City of Fair Oaks Ranch hereby cast votes for candidates for the election of the Board of Directors as follows:
  - I. 5 votes cast for Juliana Dusek for Bexar Appraisal District.
  - II. 2 votes cast for Eric Couch, James Long, Douglas Miller Jr., Bob Slupik, and John Tyler for Comal Appraisal District.
  
- Section 2.** A signed copy of this resolution along with the appropriate ballot, before December 15, 2023, shall be submitted by the City Secretary to the Chief Appraiser of Bexar and Comal Appraisal Districts.
  
- 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 provision 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 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, Texas Government Code, as amended.

**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 the 16th day of November 2023.**

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

ATTEST:

APPROVED AS TO FORM:

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

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



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

AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with Patti Engineering, Inc. for Supervisory Control and Data Acquisition (SCADA) support services.  
DATE: November 16, 2023  
DEPARTMENT: Finance  
PRESENTED BY: Consent Item - Clayton Hoelscher, Procurement Manager

**INTRODUCTION/BACKGROUND:**

In 2014, the City of Fair Oaks Ranch entered into a performance contract with Siemens Industries to upgrade to an automatic water reading system, updated billing system, and water and wastewater plant upgrades. One of the critical upgrades included redesigning the operations of the Utilities Supervising Control and Data Acquisition (SCADA) system, which significantly improved the utilities monitoring and operation capabilities. Since these upgrades were implemented, the utility has retained Patti Engineering on an annual contract to provide 24-hour assistance in a technical emergency and routine maintenance.

The cost for this support for one year is \$53,880. The contract includes 60 hours of remote services, a 24-hour on-call hotline with a response time of 1 to 4 hours for troubleshooting, and 35 hours of on-site assistance. It also provides up to 36 hours (about 3 hours per month) to facilitate Windows updates on the Panel PCs at each plant and the central server at City Hall through the contract period. The agreement also provides license upgrades as new versions of software are available.

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

- Retaining Patti Engineering as the utility’s SCADA contractor has proven beneficial when issues are out of the scope of the utility operator’s technical skills.
- Meets Strategic Action Plan item for Reliable and Sustainable Infrastructure
- Meets Strategic Action Plan item to Enhance and Ensure Continuity of Reliable Water Resources and Wastewater Treatment.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The City budgeted \$49,000 this fiscal year for this project. Savings are available for the difference of \$4,880.

**LEGAL ANALYSIS:**

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

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item - I move to approve a resolution authorizing the execution of an agreement with Patti Engineering in an amount not to exceed \$53,880.

**A RESOLUTION**

**A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT WITH PATTI ENGINEERING, INC FOR SUPERVISORY CONTROL AND DATA ACQUISITION SUPPORT SERVICES, 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 Supervisory Control and Data Acquisition (SCADA) support services; and,

**WHEREAS**, the cost to provide these services for one year is \$53,880.00; and,

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports the project and authorizes the execution of an agreement with Patti Engineering, Inc (**Exhibit A**).

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

**Section 1.** The City Council hereby authorizes the City Manager to execute an agreement with Patti Engineering, Inc. for supervisory control and data acquisition support services, to expend required funds up to \$53,880.00, and to execute any and all applicable documents to effectuate this Resolution.

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

**Section 5.** 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 6.** 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, Texas Government Code, as amended.

**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 the 16th day of November, 2023.**

---

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Christina Picioccio, TRMC, City Secretary

---

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



**CITY OF FAIR OAKS RANCH**  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

THE STATE OF TEXAS   §  
   §  
 KENDALL COUNTY       §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and Patti Engineering, Inc. (“Professional”).

**Section 1. Duration.**

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

**Section 2. Scope of Work.**

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

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

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

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

**Section 3. Compensation.**

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

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”),

payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

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

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

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

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

#### **Section 5. Time of Completion.**

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

## Section 6. Insurance.

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

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

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

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

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

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

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

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

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

## Section 7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

## **Section 8. Termination.**

(A) This Agreement may be terminated:

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

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

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

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

notice to the Professional.

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

**Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.**

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

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

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

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

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

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

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

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

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

construed to include the plural, unless the context otherwise requires.

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

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

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

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

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

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

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



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

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

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

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

**CITY:**

**PROFESSIONAL:**

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

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

Name: Scott M. Huizenga

Name: Nicholas Hitchcock, PE

Title: Interim City Manager

Title: Director of Texas Operations

**ADDRESS FOR NOTICE:**

**CITY**

**PROFESSIONAL**

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

Patti Engineering, Inc.  
Nicholas Hitchcock, PE  
7601 S Congress Ave, Suite 400  
Austin, TX 78745

## EXHIBIT A SCOPE OF SERVICES

### Professional's Responsibilities:

1. Provide up to 60 hours (9/30/2023 thru 9/29/2024) of remote connection service (*VPN connection preferred*) from the Professional's Austin, TX facility (*Customer to supply internet/VPN connection on-site*):
  - a. **24 Hour Hotline: 512-355-4199 (hit "0")**
  - b. Within (1) hour of receiving a phone call from a representative of the purchaser or the customer during normal business hours (9:00-5:00 PM Central Time), Professional will respond and be ready to remotely troubleshoot the problem
  - c. Within (4) hours of receiving a phone call from a representative of the purchaser or the customer during non-business hours, Professional will respond and be ready to remotely troubleshoot the problem.
2. The phone support hours and all other engineering support provided locally from the Professional facility is included under this contract without additional charges. *This contract includes support for keeping the supported system in working order per the applicable Functional Specification, or the project proposal document. Software development for new functionality is not included under this service contract.* (Please contact Nicholas Hitchcock, for any additional functionality needed at 512-354-4731 or [nhitchcock@pattieng.com](mailto:nhitchcock@pattieng.com)).
3. A representative of the purchaser or the customer will be able to contact the Professional business development manager, vice-president of engineering, and vice-president of operations, as well as the on-call engineer via the Professional 24-hour hotline.
4. Provide up to 35 hours of onsite engineering support during contract period with 4 trips to the installation site. Any Onsite Engineering Support required at the customer's facility in excess of the above listed hours will be billed at Professional's standard rates as provided for herein.
  - a. The customer will never pay Professional's Emergency service rate. When applicable, Professional will submit monthly invoices to the customer at the discounted rates for the additional materials or onsite services.
  - b. If the above on-site time and trip allocation is not utilized by the end of the current year service contract, Professional will send an engineer to the facility for a single day to evaluate any non-reported issues and overall system performance.

5. Professional will keep a log of the service reports for all reported incidents at the customer's facility. The log will be available for review when requested by a representative of the purchaser or the customer.
6. Provide software update services to ensure that the latest version of 3<sup>rd</sup> party software is available
  - a. Provide up to 36 hours (about 3 hours per month) to facilitate Windows updates on the Panel PCs at each plant and the central server at City Hall through the contract period
  - b. Provide 1 year of "BasicCare" support option for the Ignition SCADA platform, which includes license upgrades as new versions are available
  - c. Provide 1 year of Siemens Step 7 Professional "Software Update Service", which includes license upgrades as new versions are available
  - d. Provide 7 days advanced notification specifying the maintenance window start/end time and date to [pattiupdates@fairoaksranchtx.org](mailto:pattiupdates@fairoaksranchtx.org) when updates will be happening, and provide notification when updates have been successfully completed and system availability has been verified."

## EXHIBIT B COMPENSATION

Professional shall be paid an amount of **\$53,880** for the services provided through 9/29/2023). Said amount to be paid by City in 12 equal monthly payments of **\$4,490**. Please reference our project 223174 and provide an email address to which we may send invoices on your PO.

### Standard Rates for Professional

#### Standard Scheduled Services:

Standard Engineering Time	\$175/hr
Senior Engineering Time	\$205/hr
Principal Engineering Time	\$255/hr

Emergency Services (Less than 48 hours' notice):	\$400/hr
CAD/Drafting Services:	\$175/hr
Professional Engineering (PE) Services:	\$450/hr

#### \* Important Notes:

1. If Purchase Orders are emailed please copy this address as well:  
Orders@PattiEng.com
2. \$2,000 minimum charge for any Time and Material Purchase Orders or Service calls.
3. The Emergency Service rate applies to any and all work (CAD, In-house Engineering, Onsite Engineering, and Travel Time) for any work scheduled within 2 standard business days of official request.
4. All services provided under a Time and Expense Purchase Order to be charged in a minimum 4 hour block with one-half hour increments following the initial minimum hours.
5. 10% premium will be added to the Onsite Startup/Installation Support that is required in foreign nations outside of North America.
6. Material Procurement markup of 75%
7. 9.5% administration fee will be added to all expenses including Mileage and other expenses.
8. Mileage to be billed per the current IRS Standard Mileage Rates: (see IRS website for latest updates)
9. Patti Engineering reserves the right to modify this rate schedule based on project requirements and/or market conditions - For latest update please contact Patti Engineering directly.

**EXHIBIT "C"**  
**CERTIFICATE OF INSURANCE**



### Additional Named Insureds

Other Named Insureds

2110 East Walton Blvd LLC

Law Enforcement Intelligent Devices LLC

Additional Named Insured

LEID Products

Doing Business As



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

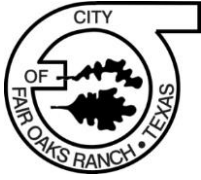
Page \_\_\_\_ of \_\_\_\_

AGENCY CIA Insurance & Risk Management		NAMED INSURED Patti Engineering Inc	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Carrier C Foreign Liability Chubb #PHFD95040767001 11/1/23-11/1/24 \$1,000,000  
 Carrier D Cyber Liability Hiscox #MPL499855722 11/1/23-1/1/24 \$3,000,000



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

**AGENDA TOPIC:** Approval of a resolution authorizing the execution of a purchase order with Vermeer Texas-Louisiana for a hydro-vacuum excavator, expenditure of the required funds, and execution of all applicable documents by the City Manager

**DATE:** November 16, 2023

**DEPARTMENT:** Finance

**PRESENTED BY:** Consent Item - Clayton Hoelscher, Procurement Manager

**INTRODUCTION/BACKGROUND:**

The City budgeted \$130,000 for the purchase of a hydro-vacuum excavator. Hydro-vacuum excavators are highly valued by utilities because they can quickly and safely excavate around electric and gas lines and dewater trenches at the same time. The equipment uses a high-pressure stream of water to break up the soil and a vacuum to suck the dirt, debris and mud from a hole or trench. It enables utility repairs to be completed much quicker than regular excavation methods and is less impactful on residents since all dirt and debris is contained within the equipment.

Although the City owns a hydro-vacuum excavator, it is often down for repair and staff rents a hydro excavator several times each year. By purchasing a second unit, one will be used primarily by the water utility and the other will be used primarily by wastewater to reduce the risk of contamination of potable water distribution systems. In addition, the wastewater utility will use the existing hydro excavator extensively over the next few months to clean and inspect all sewer mains within the Edwards Aquifer recharge zone in accordance with TCEQ regulations.

The City intends to purchase this equipment through Vermeer by utilizing the BuyBoard Purchasing Cooperative. As a member of the purchasing co-op, the City can utilize pricing that has been competitively bid on a larger scale. This also fulfills the City’s competitive requirements.

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

- Utilizing the purchasing cooperative allows the City to take advantage of pricing competitively bid on a larger scale. It also complies with competitive procurement requirements.
- Reduces the impact of utility outages on customers by enabling quicker repair of main breaks and less ground disturbance at repair locations.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The City budgeted \$130,000.00 this fiscal year for this equipment. The cost for this purchase is \$126,938.73.

**LEGAL ANALYSIS:**

A Purchase Order will be issued to Vermeer Texas-Louisiana.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item - I move to approve a resolution authorizing the execution of a Purchase Order with Vermeer Texas-Louisiana for a hydro-vacuum excavator in the amount of \$126,938.73.

**A RESOLUTION**

**A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH VERMEER TEXAS-LOUISIANA FOR A HYDRO-VACUUM EXCAVATOR, 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 purchase of a hydro-vacuum excavator; and,

**WHEREAS**, the cost for this purchase is \$126,938.73; and,

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports this purchase and authorizes the execution of a Purchase Order with Vermeer Texas-Louisiana (**Exhibit A**).

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

**Section 1.** The City Council hereby authorizes the City Manager to execute a Purchase Order with Vermeer Texas-Louisiana for the hydro-vacuum excavator, to expend required funds up to \$126,938.73, and to execute any and all applicable documents to effectuate this Resolution.

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

**Section 5.** 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 6.** 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, Texas Government Code, as amended.

**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 the 16th day of November, 2023.**

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

ATTEST:

APPROVED AS TO FORM:

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

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



# Purchase Order

## City of Fair Oaks Ranch

PURCHASE ORDER # 11162023CH

7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015  
Phone 210-698-0900 Fax 210-698-3565  
acctspayable@fairoaksranchtx.org

Note: Please send all invoicing to ACCTS  
PAYABLE (acctspayable@fairoaksranchtx.org)

**VENDOR:** Vermeer Texas-Louisiana  
PO Box 227283  
Dallas, TX 75222-7283

**REQUESTOR:** City of Fair Oaks Ranch  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

**Hydro-Vacuum Excavator - including hydraulic jack and boom**

**3 year parts and labor warranty**

**Reference BuyBoard # 684-22**

**Details included in attached proposal.**

---

**Total: \$126,938.73**

---

**Authorized By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT A TERMS AND CONDITIONS

### **DELIVERY DATE**

The delivery date shall be no later than the timeframe and/or date stipulated in the purchase order.

### **PRICE**

The price to be paid by the City may not be higher than the amount included in the order.

### **PAYMENT TERMS**

All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act. The vendor shall not invoice for items until they have been accepted and approved by the City of Fair Oaks Ranch.

### **TAXES**

The City of Fair Oaks Ranch is exempt from Federal and State Sales taxes.

### **RIGHT OF INSPECTION**

City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

### **F.O.B. DESTINATION**

This Order shall be processed as Freight On Board (F.O.B.) Destination, to the address specified in the order. The City of Fair Oaks Ranch assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. It shall be the responsibility of the vendor to handle all claims with carriers. In the event items are damaged in transit or arrive damaged to the City of Fair Oaks Ranch, the vendor shall ship replacement items immediately upon notification by the City of damage at no additional charge, and shall coordinate the shipment(s),

### **TITLE AND RISK OF LOSS**

The title and risk of loss of goods shall not pass to the City of Fair Oaks Ranch until the City receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

### **MODIFICATIONS**

This agreement can be modified only by written agreement by both parties.

### **BOYCOTTING ISRAEL PROHIBITED**

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, the vendor 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.



**Vermeer Texas-Louisiana**  
 16593 Interstate 35 N  
 Selma, TX 78154  
 Ph: (210) 337-7700  
 vermeertexas.com

Exhibit A

<b>Please remit to:</b> Vermeer Texas-Louisiana PO Box 227283 Dallas, TX 75222-7283	Item #14.
--	-----------

**Ship To:** IN STORE PICKUP

**Invoice To:** CITY OF FAIR OAKS RANCH  
 7286 DIETZ ELK HORN  
 FAIR OAKS RANCH TX 78015

Branch 02 - SELMA		
Date 11/08/2023	Time 13:27:34 (O)	Page 1
Account No FAIR001	Phone No 8308546206	Est No 06 Q02458
Ship Via	Purchase Order	
Tax ID No		
JOHN CARVER		Salesperson 151

**EQUIPMENT QUOTE - NOT AN INVOICE**

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 02/29/2024                      Amount

BUYBOARD DISCOUNT APPROVED  
 5% DISCOUNT APPLIED  
 REF# 684-22

New VERMEER LP SD Traile LP873SDT W/ BOOM, 14K GVWR, 2X100                      133382.87

\*\*\*\*INCLUDING THE FOLLOWING OPTIONS\*\*\*\*

LPSDT1058	LP873SDT W/ BOOM, 14K GVWR, 2X100 GAL WTR TANKS	\$119,254.43	
LPSDTPL3	3 YR PARTS & LABOR WARRANTY	\$4,664.87	
LPSDT2140	YANMAR 49 HP EFI DIESEL ENGINE, HOT BOX OR BOOM	\$1,605.77	
LPSDT3520	HYDRAULIC JACK	\$2,671.82	
LPSDT3602	4 HOSE AND TOOLING FOR BOOM UNITS	\$685.98	
FREIGHT & PREP		\$4,500.00	

Miscellaneous Charges/Credits

DISCOUNT                      Qty:                      1                      Price:                      6444.14                      6444.14-

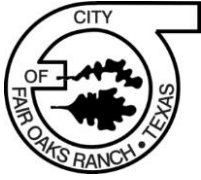
Subtotal:                      126938.73

Authorization: \_\_\_\_\_                      Quote Total:                      126938.73

Good for thirty (30) days from date of quote.

**Thank You For Your Business**





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

AGENDA TOPIC: Approval of a resolution authorizing the execution of a Participation Agreement with the Sourcewell Cooperative Purchasing Program, a Purchase Order with Ewald Kubota for a skid steer, expenditure of the required funds, and execution of all applicable documents by the City Manager

DATE: November 16, 2023

DEPARTMENT: Finance

PRESENTED BY: Consent Item - Clayton Hoelscher, Procurement Manager

**INTRODUCTION/BACKGROUND:**

The City budgeted \$68,000 from the Equipment Replacement Fund for the purchase of a skid steer. The current skid steer is at the end of its service life and requires replacement. The skid steer is a critical piece of equipment used by the Public Works Department for drainage maintenance, street repair, and loading and unloading of materials and spoils.

The City intends to purchase the equipment through Ewald Kubota by joining and utilizing the Sourcewell Cooperative Purchasing Program. As a member of the purchasing co-op, the City can utilize pricing that has been competitively bid on a larger scale. There is no cost for joining this Cooperative. This also fulfills the City’s competitive procurement requirements. An additional quote was received from a different vendor but was more expensive than the quote received from Ewald Kubota.

Sourcewell requires their standard Participation Agreement be executed and submitted for membership.

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

- Utilizing the purchasing cooperative allows the City to take advantage of pricing competitively bid on a larger scale. It also complies with the City’s competitive procurement requirements.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The City budgeted \$68,000.00 this fiscal year for this equipment. The cost for this purchase is \$65,672.65.

**LEGAL ANALYSIS:**

Legal has approved the standard Participation Agreement and resolution as to form.

A Purchase Order will be issued to Ewald Kubota for the purchase of a skid steer.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item - I move to approve a resolution authorizing the execution of a Participation Agreement with the Sourcewell Cooperative Purchasing Program, a Purchase Order with Ewald Kubota for a skid steer, expenditure of the required funds, and execution of all applicable documents by the City Manager.

**A RESOLUTION**

**A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING EXECUTION OF A PARTICIPATION AGREEMENT WITH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM, A PURCHASE ORDER WITH EWALD KUBOTA FOR A SKID STEER, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER**

**WHEREAS**, the equipment replacement fund establishes a replacement schedule for equipment; and,

**WHEREAS**, a skid steer is scheduled to be replaced in Fiscal Year 2023-24; and,

**WHEREAS**, the equipment has met or surpassed its expected useful life; and,

**WHEREAS**, the cost to purchase a skid steer is \$65,672.65; and,

**WHEREAS** Section 271.102 of the Texas Government Code allows local governments to enter into Cooperative Purchasing Programs with other local governments of the State or with local Cooperative Organizations; and,

**WHEREAS**, the City can utilize pricing from the Sourcewell Cooperative Purchasing Program by executing a Participation Agreement (**Exhibit A**); and,

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports this equipment replacement, membership in the Sourcewell Cooperative Purchasing Program, and the execution of a Purchase Order with Ewald Kubota (**Exhibit B**).

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

**Section 1.** The City Council hereby authorizes the City Manager to execute a Participation Agreement with the Sourcewell Cooperative Purchasing Program, a Purchase Order with Ewald Kubota for the skid steer, to expend required funds up to \$65,672.65, and to execute any and all applicable documents to effectuate this Resolution.

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

**Section 5.** 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 6.** 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, Texas Government Code, as amended.

**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 the 16<sup>th</sup> day of November 2023.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

## Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

### Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

### Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

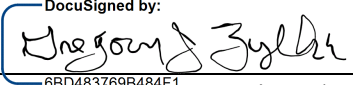
2.9 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

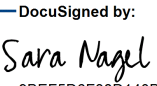
**Section 3: Approval**

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

**Sourcewell:**

DocuSigned by:  
By   
Authorized Signature – Signed

By Greg Zylka  
Name – Printed  
Title Sourcewell Board of Directors Chair  
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:  
By   
Authorized Signature – Signed

By Sara Nagel  
Name – Printed  
Title Sourcewell Board of Directors Clerk  
Date 8/19/2022 | 10:35 AM CDT

**Participating Entity:**

By \_\_\_\_\_  
Authorized Signature – Signed

By \_\_\_\_\_  
Name – Printed  
Title \_\_\_\_\_  
Date \_\_\_\_\_



# Purchase Order

## City of Fair Oaks Ranch

PURCHASE ORDER # 11172023CH

7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015  
Phone 210-698-0900 Fax 210-698-3565  
acctspayable@fairoaksranchtx.org

Note: Please send all invoicing to ACCTS  
PAYABLE (acctspayable@fairoaksranchtx.org)

**VENDOR:** Ewald Kubota  
29171 Interstate 10 W  
Boerne, TX 78006

**REQUESTOR:** City of Fair Oaks Ranch  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

**Kubota Track Loader, Wide Track**  
**To include 74" Low Profile Bucket**  
**2 year extended warranty**  
**Details included in attached proposal.**

---

**Total: \$65,672.65**

---

**Authorized By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT A TERMS AND CONDITIONS

### **DELIVERY DATE**

The delivery date shall be no later than the timeframe and/or date stipulated in the purchase order.

### **PRICE**

The price to be paid by the City may not be higher than the amount included in the order.

### **PAYMENT TERMS**

All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act. The vendor shall not invoice for items until they have been accepted and approved by the City of Fair Oaks Ranch.

### **TAXES**

The City of Fair Oaks Ranch is exempt from Federal and State Sales taxes.

### **RIGHT OF INSPECTION**

City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

### **F.O.B. DESTINATION**

This Order shall be processed as Freight On Board (F.O.B.) Destination, to the address specified in the order. The City of Fair Oaks Ranch assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. It shall be the responsibility of the vendor to handle all claims with carriers. In the event items are damaged in transit or arrive damaged to the City of Fair Oaks Ranch, the vendor shall ship replacement items immediately upon notification by the City of damage at no additional charge, and shall coordinate the shipment(s),

### **TITLE AND RISK OF LOSS**

The title and risk of loss of goods shall not pass to the City of Fair Oaks Ranch until the City receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

### **MODIFICATIONS**

This agreement can be modified only by written agreement by both parties.

### **BOYCOTTING ISRAEL PROHIBITED**

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, the vendor 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.



Quote Provided By  
 EWALD KUBOTA, INC.  
 Bradley McDanel  
 29171 INTERESTATE 10 W  
 BOERNE, TX 78006  
 email: brad.m@ewaldkubota.com  
 phone: 8307555305

-- Standard Features --

-- Custom Options --



S Series SVL75-3HWC

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**FEATURES**

Vertical Lift Path Loader Frame  
 Standard Front Quick Coupler,  
 Float Standard  
 Hydraulic Quick Coupler Option  
 Selector Loader Arm Self-  
 Leveling  
 Loader Boom Lock  
 Open ROPS & Air Conditioned  
 ROPS/FOPS Cab Models  
 High Back, Adjustable, Vinyl,  
 Suspension Seat  
 2" Retractable Seat Belt and 2-  
 Piece Seat Bar  
 12V Electric Outlet  
 19.2 gpm Auxiliary Hydraulics  
 standard, 29.8 gpm Option  
 Direct To Tank Return Line  
 Rigid Mounted Undercarriage, 4  
 Lower Track Rollers  
 Rubber Tracks, 12.6" Standard,  
 15" Optional  
 Two Speed Travel System  
 Automatic Wet Disk Parking  
 Brake  
 Kubota 4 Hydraulic Pump Load  
 Sensing System  
 2 Gear, 2 Variable  
 Displacement Pumps  
 Hydraulic Joystick Controls,  
 Optional Multi-Functional Grips  
 ISO Operating Pattern  
 Hand And Foot Throttle  
 Controls  
 Electronic Travel Torque  
 Management  
 Automatic Glow Plugs  
 7" Multifunction Touch Screen  
 Integrated Rear Camera  
 Keyless Start  
 Self Bleed Fuel System  
 2 Front and 2 Rear Working  
 Lights  
 Hour Meter, Engine  
 Temperature and Fuel  
 Gauges and Warning Lights  
 Horn and Backup Alarm  
 Lockable Fuel Cap  
 Bolt On Grab Handles to enter  
 machine

**BASIC UNITS**

SVL75-3, 15.8" Rubber Tracks,  
 Open ROPS/FOPS Cab  
 Hydraulic Quick Coupler

**ENGINE**

V3307 Kubota CR-TE4, Tier 4  
 Diesel Engine  
 4 Cylinder, 4 Cycle, Turbo Charged  
 74.3 Gross HP @ 2400 rpm

**DIMENSIONS**

Cab Height 81.8"  
 Width (without attachment) 65.9"  
 Width with wide track option  
 (without attachment) 69.1"  
 Length (without attachment) 112.0"  
 Length of Track on Ground 56.5"

**OPERATIONAL DIMENSIONS**

Operating Weight\*, SVL75H, 12.6"  
 Rubber Tracks, Open  
 ROPS/FOPS Cab, Mechanical  
 Quick Coupler 9,190 lbs.  
 Rated Operating Capacity (@ 35%  
 of Tipping Load) 2,490 lbs.  
 Rated Operating Capacity (ROC)  
 @ 35% of Tipping Load complies  
 with ISO 14397-1 and SAE J 818  
 for crawler loaders  
 Rated Operating Capacity (ROC)  
 @ 50% of Tipping Load 3,557 lbs.  
 Tipping Load 7,112 lbs.  
 Auxiliary Hydraulics Flow 192/  
 29.8 gpm  
 Travel Speed (Low / High)  
 5.6 / 8.6 mph  
 Reach @ Maximum Height 39.6"  
 Height to Hinge Pin 122.7"  
 Ground Pressure (Standard Track)  
 5.8 psi  
 Ground Pressure (Wide Track) 4.7  
 psi  
 Traction Force 9,678 lbf.

\* Includes operator's weight, 175  
 lbs.

SVL75-3HWC Base Price: \$77,808.00

(1) REAR VIEW MIRROR KIT / SVL75/SVL90	\$24.00
S6641-REAR VIEW MIRROR KIT / SVL75/SVL90	
(1) HOSE STAY FOR SSV/SVL MODELS	\$106.00
S6763-HOSE STAY FOR SSV/SVL MODELS	
(1) 74" Heavy Duty, Low Profile, Long Floor, Cutting	\$2,578.00
Edge, Side Cutter, 19.2 cu-ft heaped capacity	
AP-HD74LLC-74" Heavy Duty, Low Profile, Long Floor, Cutting	
Edge, Side Cutter, 19.2 cu-ft heaped capacity	
(1) SVL75-3 TELEMATICS HARNESS	\$55.00
S6708-SVL75-3 TELEMATICS HARNESS	
(1) AT&T TELEMATICS MODEM	\$444.00
DCU6700-AT&T TELEMATICS MODEM	
<b>Configured Price:</b>	<b>\$81,015.00</b>
<b>Sourcewell Discount:</b>	<b>(\$19,443.60)</b>
<b>SUBTOTAL:</b>	<b>\$61,571.40</b>
2Yr SVL75-3HWC Extended Warranty	\$2,200.00
<b>Dealer Assembly:</b>	<b>\$22.00</b>
<b>Freight Cost:</b>	<b>\$831.25</b>
<b>PDI:</b>	<b>\$400.00</b>
<b>ADDITIONAL ASST &amp; DELIVERY</b>	<b>\$648.00</b>

Total Unit Price:	\$65,672.65
Quantity Ordered:	1
Final Sales Price:	\$65,672.65

**Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting dealer**

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



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

**AGENDA TOPIC:** Consideration and possible action approving the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 13 “Utilities”, Article 13.06 “Water Conservation Plan”, Section 13.06.006 “Landscape Watering Management” to include an updated watering day schedule and providing for an effective date.

**DATE:** November 16, 2023

**DEPARTMENT:** Public Works

**PRESENTED BY:** Julio Colunga, Assistant Director of Public Works  
Kelsey Delgado, Environmental Program Manager

**INTRODUCTION/BACKGROUND:**

At the September 7<sup>th</sup> City Council meeting, a workshop was held to provide an overview of the City’s Water Conservation Plan and discuss potential updates. The current watering day schedule, which designates watering days based on the last digit of customer addresses, creates significant spikes in demand on Mondays due to the large number of addresses ending in “0” or “1.” These spikes in demand resulted in water plant shut down when storage tank levels got too low and emergency conservation notices this past summer.

Based on feedback received from Council, staff has drafted an ordinance amending the watering day schedule. This updated schedule shifts water utility customers whose addresses end in “0” to Sundays and moves all commercial accounts to Saturdays. Reducing peak demands by spreading watering days across seven days instead of five days will help improve utility management and operations. There is no change for residential customers with addresses ending in “1-9”.

To provide sufficient time to notify affected customers, the effective date of the proposed watering day schedule change is March 1<sup>st</sup>, 2024. Staff plan to communicate the change via normal social media channels, City website updates, a postcard or billing insert, and information printed on monthly billing statements.

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

- Supports Priority 3.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Water Resources in Accordance with CCN Obligations
- Reduces peak demands on the utility which can lead to system failure, emergency conservation measures and boil water notices
- Minimizes water day schedule changes to the minimum necessary to mitigate peak demands

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A

**LEGAL ANALYSIS:**

Legal has approved the ordinance as to form and content.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 13 "Utilities", Article 13.06 "Water Conservation Plan"; Section 13.06.006 "Landscape Watering Management" to include an updated watering day schedule and providing for an effective date.

**AN ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH AMENDING THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES, CHAPTER 13 "UTILITIES", ARTICLE 13.06 "WATER CONSERVATION PLAN", SECTION 13.06.006 "LANDSCAPE WATERING MANAGEMENT" TO INCLUDE AN UPDATED WATERING DAY SCHEDULE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City seeks to comply with Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rule 288.2 which requires the City to review and update its water conservation plan as new or updated information becomes available; and

**WHEREAS**, the City wishes to promote the efficient and responsible use of water resources; and

**WHEREAS**, the City is committed to ensuring that current and future residents of the City have a safe and adequate water supply for domestic use, sanitation and fire protection; and

**WHEREAS**, the number of water utility customers whose designated watering day falls on Monday based on the last digit of their address is disproportionately high which causes surges in demand and unnecessary stress on the utility; and

**WHEREAS**, the City Council of the City of Fair Oaks Ranch has determined that an amendment to watering day schedule is warranted as it further enhances and ensures continuity of reliable water resources in accordance with the City's CCN obligations.

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

**PART 1.** Chapter 13 "Utilities", Article 13.06 "Water Conservation Plan"; Section 13.06.006 "Landscape Watering Management" is hereby amended as set forth in the attached **Exhibit A**.

**PART 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.

**PART 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.

**PART 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..

**PART 5.** This ordinance shall take effect the 1st of March 2024, after its second reading, passage and publication as may be required by governing law.

**PART 6.** The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Fair Oaks Ranch under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

**PART 7.** 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 16<sup>th</sup> of November 2023.**

**PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 7<sup>th</sup> of December 2023.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

# Exhibit A

Chapter 13 "Utilities", Article 13.06 "Water Conservation Plan"; Section 13.06.006 "Landscape Watering Management" is hereby amended as follows:

[Deletions shown as strikethrough and additions shown as underscore]

## Sec. 13.06.006 Landscape Watering Management

(a) Irrigation of landscaped areas with hose-end sprinklers, soaker hoses, or automatic irrigation systems shall be limited to once a week between the hours of midnight to 10:00 a.m. and 8:00 p.m. to midnight on the authorized watering day according to the following schedule:

Street Address Ending in:	Authorized Watering Day:
<u>0</u>	<u>Sunday</u>
<del>0 or 1</del> <u>1</u>	Monday
2 or 3	Tuesday
4 or 5	Wednesday
6 or 7	Thursday
8 or 9	Friday
<u>Commercial</u>	<u>Saturday</u>

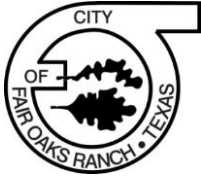
~~(b) Irrigation of landscaped areas with hose-end sprinklers, soaker hoses, or automatic irrigation systems shall be prohibited during weekends (Saturday and Sunday) without exception.~~

(e) (b) Irrigation of landscaped areas is permitted at any time, including weekends, by means of a handheld hose with a positive shutoff nozzle, a properly functioning drip irrigation system, or a faucet-filled bucket or watering can of five (5) gallons or less.

~~(d)~~ (c) Landscape watering permits.

- (1) Newly planted lawns may not be watered at any time other than the schedule designated in Section 13.06.006(a) except by a permit issued by the City Manager or his/her designee.
- (2) The permit application shall be completed by the property owner and include documentation specifying the type of landscape application and/or installation.
- (3) Permit fee shall be paid in such amount as specified in the City's Master Fee Schedule, found in Appendix A of the City's Code of Ordinances.

- (4) All permits shall be valid for 30 days from the date of issuance. Additional permits may be granted upon request and require approval by the City Manager or his/her designee.
- (5) All permits shall be posted and readily visible from the street.
- (6) Landscape watering permits shall not be issued when the City's drought contingency plan is in effect. Exclusions apply to newly built residential homes and commercial establishments.



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

**AGENDA TOPIC:** Consideration and possible action approving a resolution to accept a \$42,000 monetary donation from SA Front Gate, LLC, Elkhorn Ridge Development SA, LLC, and Elkhorn Ridge SA, LLC; a \$10,000 monetary donation from ROW at Dietz Elkhorn, LLC; and a monetary donation up to \$10,000 from Vantage at Fair Oaks, LLC for the design and construction of the Dietz Elkhorn Sidewalk Project

**DATE:** November 16, 2023

**DEPARTMENT:** Public Works

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

**INTRODUCTION/BACKGROUND:**

In November 2021, the City Council approved a five-year Roadway Capital Improvement Plan which included the Dietz Elkhorn Sidewalk project. This project constructs approximately 1,155 feet of sidewalk on the north side of Dietz Elkhorn Road between Elkhorn Ride and Cheyenne Ridge. The project will provide a safe and accessible path for pedestrians, especially families and school aged children who walk to and from Van Raub Elementary School. Without a sidewalk, pedestrians must either use the paved shoulder or drainage swale or channel. At the culvert crossing, the metal guardrail pushes pedestrians into the traffic lane. A map showing the proposed location of the sidewalk is included as **Exhibit A**.

During the FY 2022-23 budget cycle, funds were appropriated for the design of this project. During the FY 2023-24 budget cycle, funds are appropriated for construction with the understanding that staff would continue to work with various developers in the vicinity of the project to potentially contribute financially or construct a portion of the sidewalk. The following is a summary of the participating developers and the monetary donations extended to the city:

- SA Front Gate, LLC, Elkhorn Ridge Development SA, LLC, and Elkhorn Ridge SA, LLC wish to make a monetary donation in the amount of \$42,000 towards the project. It should be noted that a portion of the donation is intended as a fee-in-lieu of planting trees in the Front Gate subdivision although no such option to pay a fee exists in the City’s old subdivision regulations. Front Gate is vested under the old subdivision regulations which were in place prior to adoption of the Unified Development Code. The old subdivision regulations state that three trees with a caliper of at least 2.5 inches shall be planted on site or at another approved location for each heritage tree removed (24 inches or larger). The developer did plant a total of 112 trees in Front Gate and saved many protected trees that were originally planned for removal; however, there is no space within the development or on City-owned property for the planting of 74 additional trees. Since the cost of planting a 2.5-inch tree is approximately \$300, the developer has proposed a total monetary donation of \$42,000, which includes \$22,000 as an alternative to planting trees.



- ROW at Dietz Elkhorn, LLC wishes to make a monetary donation in the amount of \$10,000 towards the project. This development is located outside City limits (west of Vantage at Fair Oaks, behind planned sports fields) but within the Van Raub Elementary School attendance zone.
- Vantage at Fair Oaks, LLC wishes to make a monetary donation of up to \$10,000 towards the project. This development is located outside City limits (west of Elkhorn Ridge) but within the Van Raub Elementary School attendance zone.

The City currently does not have a donation policy. Until such a time a policy is developed and adopted, staff will bring a resolution approving the acceptance of donations for Council consideration. The resolution regarding monetary donations for the Dietz Elkhorn Sidewalk Project is attached as **Exhibit B**.

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

- Supports Priority 3.4 of the Strategic Action Plan– Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives (Dietz Elkhorn Road).
- Provides a safe and accessible route for pedestrians, especially families and school aged children who walk to and from Van Raub Elementary School.
- Supports an alternate mode of transportation in the Dietz Elkhorn corridor. As part of the recent multimodal transportation and Dietz Elkhorn (East) surveys, respondents stated they want to see more combined-use paths, shared-use paths and sidewalks over “no change.”

**LONG-TERM FINANCIAL & BUDGETARY IMPACT:**

The total estimated project cost is \$350,000 which was fully funded during the FY 2022-23 and FY 2023-24 budget cycles. Any monetary donations received will reduce the City’s cost for this project.

**LEGAL ANALYSIS:**

Legal has reviewed the resolution and approved it as to form and content.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve a resolution to accept a \$42,000 monetary donation from SA Front Gate, LLC, Elkhorn Ridge Development SA, LLC, and Elkhorn Ridge SA, LLC; a \$10,000 monetary donation from ROW at Dietz Elkhorn, LLC; and a monetary donation up to \$10,000 from Vantage at Fair Oaks, LLC for the design and construction of the Dietz Elkhorn Sidewalk Project and authorizing the City Manager to execute all applicable documents.



## A RESOLUTION

**A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS (“CITY”) APPROVING THE ACCEPTANCE OF A \$42,000 MONETARY DONATION FROM SA FRONT GATE, LLC, ELKHORN RIDGE DEVELOPMENT SA, LLC, AND ELKHORN RIDGE SA, LLC; A \$10,000 MONETARY DONATION FROM ROW AT DIETZ ELKHORN, LLC; AND A MONETARY DONATION OF UP TO \$10,000 FROM VANTAGE AT FAIR OAKS, LLC FOR THE DESIGN AND CONSTRUCTION OF THE DIETZ ELKHORN SIDEWALK PROJECT**

**WHEREAS**, the current and future developments planned to the west of City limits are expected to increase the number of families and school aged children within the Van Raub Elementary School attendance zone and increase traffic volumes on Dietz Elkhorn Road; and,

**WHEREAS**, there are pedestrian facilities on Dietz Elkhorn Road in the immediate vicinity of Van Raub Elementary School but no pedestrian facilities between Elkhorn Ridge and Cheyenne Ridge (approximately 1,155 feet); and,

**WHEREAS**, the City and SA Front Gate, LLC, Elkhorn Ridge Development SA, LLC, Elkhorn Ridge SA, LLC, ROW at Dietz Elkhorn, LLC, and Vantage at Fair Oaks, LLC (collectively “Developers”) have identified the need for pedestrian facilities, specifically the Dietz Elkhorn Sidewalk Project (the “Project”) as shown in **Exhibit A**; and,

**WHEREAS**, the total estimated cost of engineering design, procurement, construction, inspection and oversight, for the Project is approximately \$350,000; and,

**WHEREAS**, SA Front Gate, LLC, Elkhorn Ridge Development SA, LLC, and Elkhorn Ridge SA, LLC wish to donate \$42,000 towards the Project, of which \$22,000 is intended as a donation-in-lieu of planting trees in the Front Gate subdivision although no such option to pay a fee or donation exists in the City’s old Subdivision Regulations; and,

**WHEREAS**, the Tree Plan for each unit within the Front Gate subdivision, including the removal of heritage trees, was approved by City Council in parallel with the plat review and approval process for each unit; and,

**WHEREAS**, the City acknowledges that there is no space within the Front Gate subdivision or on other City or Fair Oaks Ranch Homeowners Association owned property for the planting of 74 trees as mitigation for heritage tree removal; and,

**WHEREAS**, City acknowledges that SA Front Gate, LLC, Elkhorn Ridge Development SA, LLC, and Elkhorn Ridge SA, has fully complied with all other development requirements for public infrastructure, including roadway and drainage facilities, utilities, sidewalks and landscaping within the Front Gate and Elkhorn Ridge subdivisions; and,

**WHEREAS**, ROW at Dietz Elkhorn, LLC wishes to donate \$10,000 towards the Project; and,

**WHEREAS**, Vantage at Fair Oaks, LLC wishes to donate up to \$10,000 towards the Project; and,

**WHEREAS**, the City is responsible for all engineering design, procurement, construction, inspection and oversight of the Project; and,

**WHEREAS**, the City Council of the City of Fair Oaks Ranch desires to reaffirm its support for the Project and authorize the acceptance of monetary donations towards the Project.

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

- Section 1.** The City Council hereby approves the acceptance of the monetary donations from the Developers, including the donation in lieu of tree mitigation for Front Gate, and the allocation of any monetary donations received towards the Project.
- Section 2.** The City Council hereby authorizes the City Manager to execute all applicable documents to effectuate this resolution.
- 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 provision 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 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, Texas Government Code, as amended.
- 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 the 16<sup>th</sup> day of November 2023.**

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

ATTEST:

APPROVED AS TO FORM:

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

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



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

AGENDA TOPIC: First Quarter Town Hall Meeting  
DATE: November 16, 2023  
DEPARTMENT: Administration  
PRESENTED BY: Gregory C. Maxton, Mayor

**INTRODUCTION/BACKGROUND:**

Town Hall History:

- Q1 - A Transportation Town Hall was held on January 24, 2023, at Spring Creek United Methodist Church, and was attended by approximately 110 citizens.
- Q2 - A Wastewater and Emergency Response & Disaster Recovery Town Hall was held on April 18, 2023, at Spring Creek United Methodist Church, and was attended by approximately 60 citizens.
- Q3 - A Dietz Elkhorn Roadway Reconstruction Town Hall was held on August 29, 2023, at Spring Creek United Methodist Church, and was attended by approximately 50 citizens.

At the May 18<sup>th</sup> City Council town hall recap workshop, the Council expressed the desire that future town halls be less formal to encourage citizen participation.

Recommended Topics for this upcoming Q1 Town Hall Meeting:

- Gateway Feature
- Civic Center
- Budget
- Drainage
- Public Safety
- Communications and Citizen Outreach

City staff has reached out to Spring Creek United Methodist Church. Assuming City Council would prefer an evening meeting and continuing with the Tuesday precedent, the following dates are available: February 6<sup>th</sup>, 20<sup>th</sup>, and 27<sup>th</sup>; or March 5<sup>th</sup>, 19<sup>th</sup>, and 26<sup>th</sup>.

The purpose of this agenda item is to discuss and select the topic(s) and date for the next town hall meeting. Once the topic and date are determined, staff will begin to devote resources to shape and frame the town hall meeting and to develop the necessary supportive materials.

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

Advances Strategic Action Plan Project 5.2.3 to Create Opportunities for Resident Engagement and Participation. Town hall events encourage communication between its citizens and their elected officials.

**LONG-TERM FINANCIAL & BUDGETARY IMPACT:**

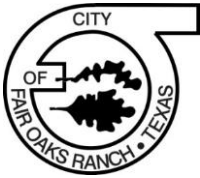
The cost of church rental is \$600.00 and is funded under the Council Meeting budget.

**LEGAL ANALYSIS:**

No Legal analysis was required for this agenda item.

**RECOMMENDATION/PROPOSED MOTION:**

A motion is not required. Staff will move forward based on consensus of discussion.



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

AGENDA TOPIC: Civic Center Update  
MEETING DATE: November 16, 2023  
DEPARTMENT: Public Works and Engineering Services  
PRESENTED BY: Grant Watanabe, P.E., Director of Public Works and Engineering Services  
Lopez Salas Architects, Inc.

**BACKGROUND:**

In June 2023, the City entered into a professional services agreement with Lopez Salas Architects, Inc. for facility planning and design services for the Civic/Community Center. As part of the facility planning phase, the consultant conducted a workshop with City Council on July 19<sup>th</sup> to prioritize intended uses for the new Civic/Community Center and met with each of the intended users to gain input on space needed and other specific facility requirements. A second workshop was held on September 9<sup>th</sup> to present the input received, share the proposed functional and support space requirements, adjacency diagrams, and receive authorization to move on to the schematic design phase.

The purpose of this workshop is to present a conceptual floor plan and exterior renderings to ensure that the Architect’s vision for the facility aligns with Council expectations. There are two options for discussion, the only difference being the location and size of the IT room and storage rooms. Other areas for discussion may include the following:

1. The conceptual floor plan shows the facility is slightly larger than 5,000 square feet. The Architect has attempted to keep all functional, support and circulation spaces to the minimum necessary which may make some spaces feel a bit cramped. For example, one area with limited space is the raised dais which needs to accommodate 11 seats (seven Councilmembers, City Manager, City Attorney, City Secretary and Communications Specialist), computer screens and other audio/visual equipment, and ADA ramp.
2. Although tight, the main event hall space can accommodate the planned seating capacity and configurations: 200 people (auditorium seating), 126 (circular tables), and 126 (square tables). For reference, the planned main event hall space is approximately 1.8 times the size of the Police Training Room.
3. One office adjacent to the main entrance is planned. The current conceptual floorplan does not support future expansion by addition of a second floor. This would require reservation of space on the first floor for a future elevator, an elevator equipment room, and a stairwell which would further reduce functional and support space on the first floor.

Although no action is requested as part of this workshop, staff seeks input and consensus on a final concept design in order to proceed with design development. A council update and a public forum (or town hall) will be scheduled in the 1<sup>st</sup> or 2<sup>nd</sup> quarter of 2024 as design development progresses.

**LEGAL ANALYSIS:**

N/A

**RECOMMENDATION/PROPOSED MOTION:**

N/A



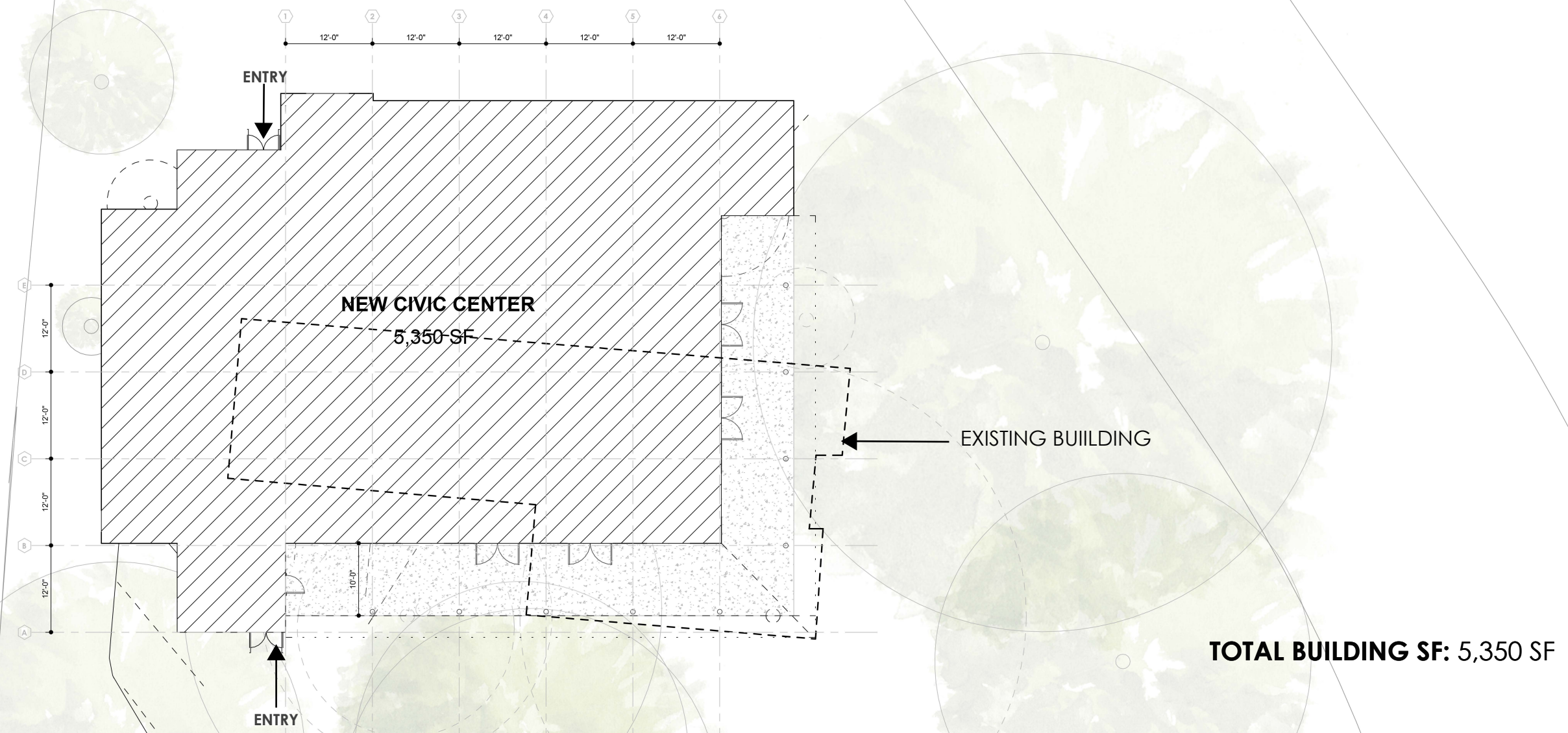
# Fair Oaks Ranch

Civic Center



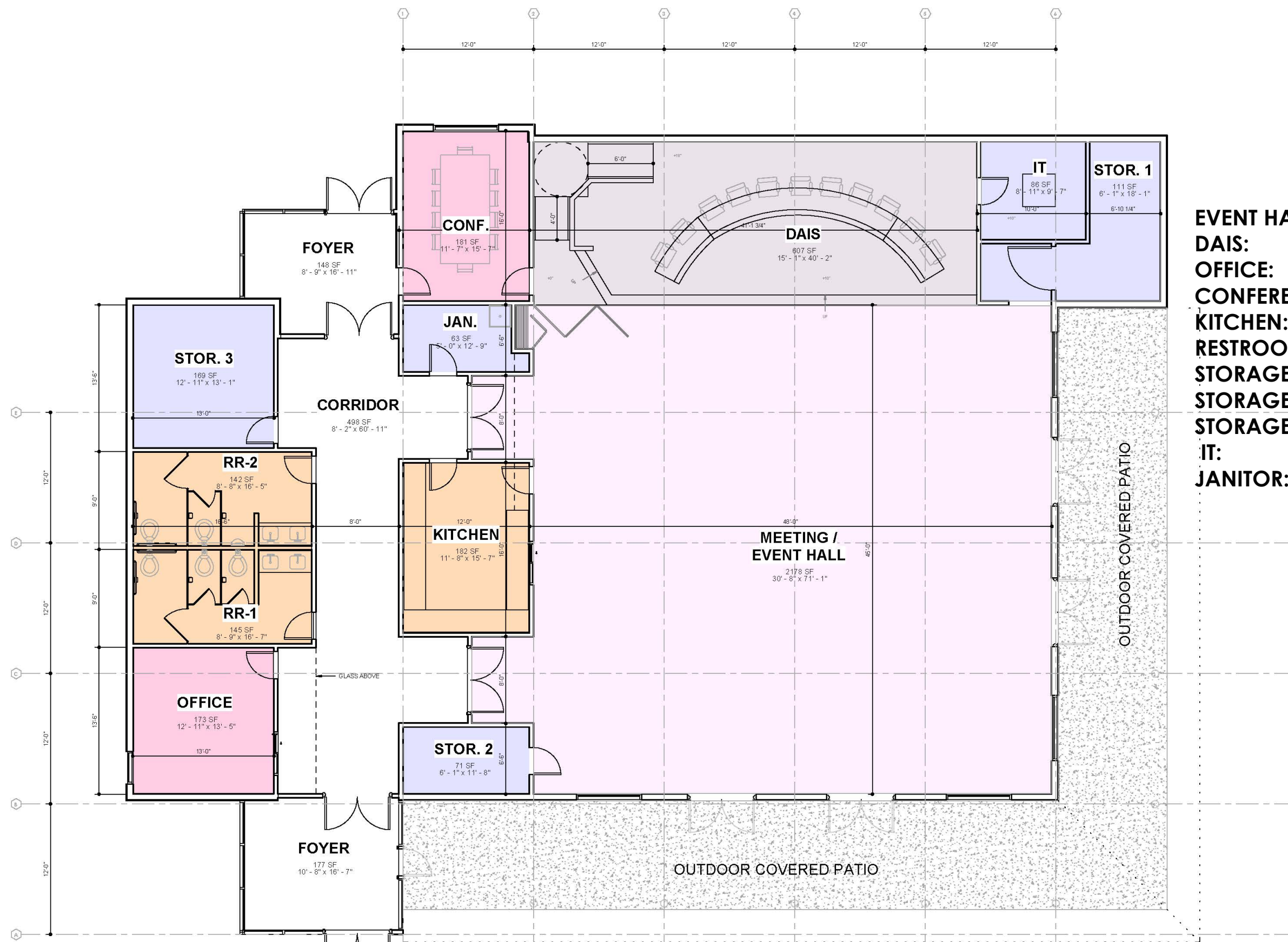
BOOTS GAUBATZ WAY

CHARTWELL LANE



Site Plan  
**Fair Oaks Ranch**  
 Civic Center





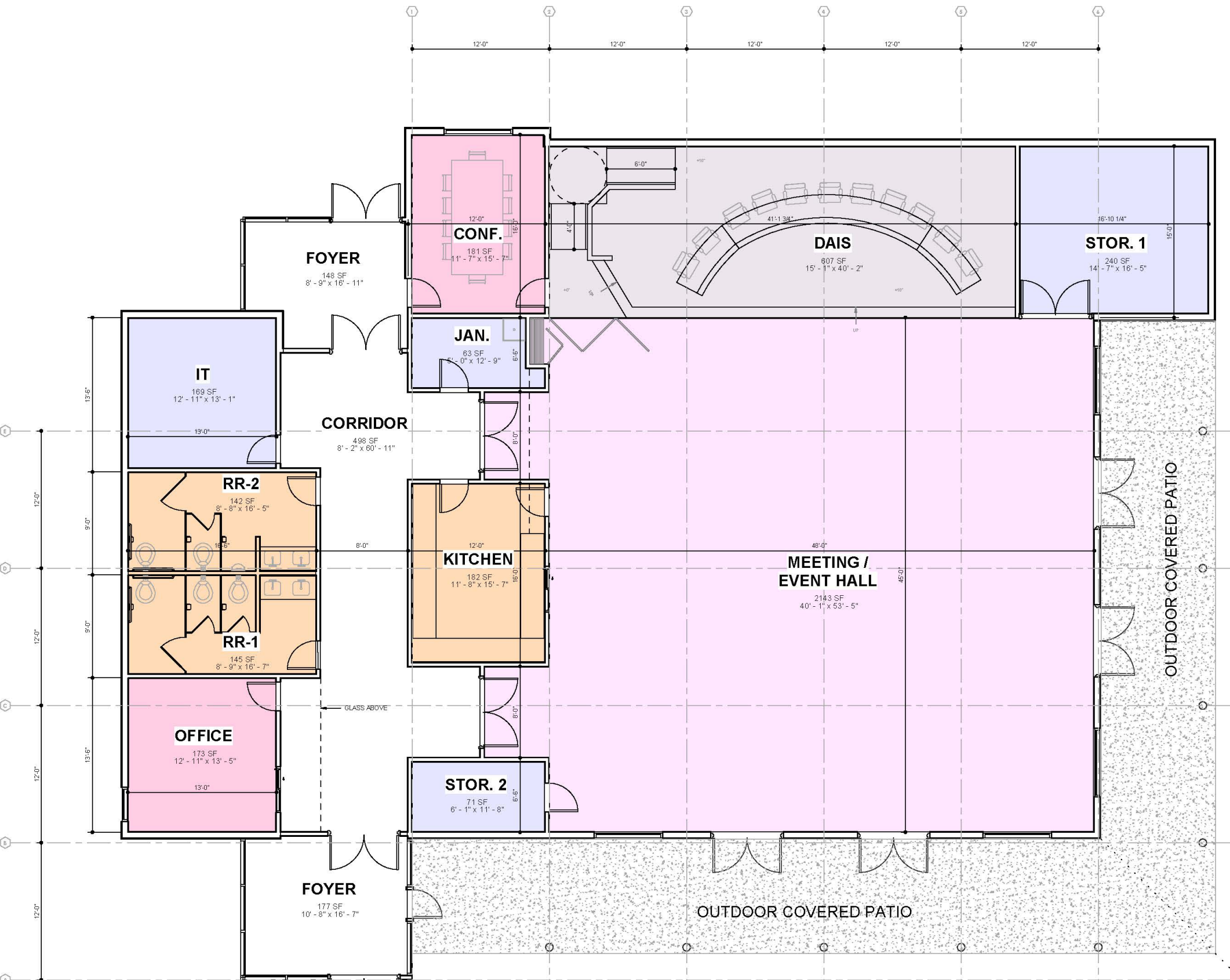
<b>EVENT HALL:</b>	48' X 45'	2,160 SF
<b>DAIS:</b>	40' X 15'	600 SF
<b>OFFICE:</b>	13' X 13' 6"	170 SF
<b>CONFERENCE:</b>	16' X 12'	180 SF
<b>KITCHEN:</b>	12' X 16'	192 SF
<b>RESTROOM (2)</b>	9' X 16' 6"	145 SF EACH
<b>STORAGE 1:</b>	6' X 18'	110 SF
<b>STORAGE 2:</b>	6' 6" X 12'	73 SF
<b>STORAGE 3:</b>	13' X 13' 6"	170 SF
<b>IT:</b>	9' X 10'	90 SF
<b>JANITOR:</b>	6' 6" X 12'	73 SF
		<b>TOTAL SF: 4,168 SF</b>

\*ALL DIMENSIONS ARE TO FACE OF STUD

**OPTION 1**



Floor Plan  
**Fair Oaks Ranch**  
 Civic Center



<b>EVENT HALL:</b>	48' X 45'	2,160 SF
<b>DAIS:</b>	40' X 15'	600 SF
<b>OFFICE:</b>	13' X 13' 6"	170 SF
<b>CONFERENCE:</b>	16' X 12'	180 SF
<b>KITCHEN:</b>	12' X 16'	192 SF
<b>RESTROOM (2)</b>	9' X 16' 6"	145 SF EACH
<b>STORAGE 1:</b>	18' X 15'	270 SF
<b>STORAGE 2:</b>	6' 6" X 12'	73 SF
<b>IT:</b>	13' X 13' 6"	170 SF
<b>JANITOR:</b>	6' 6" X 12'	73 SF

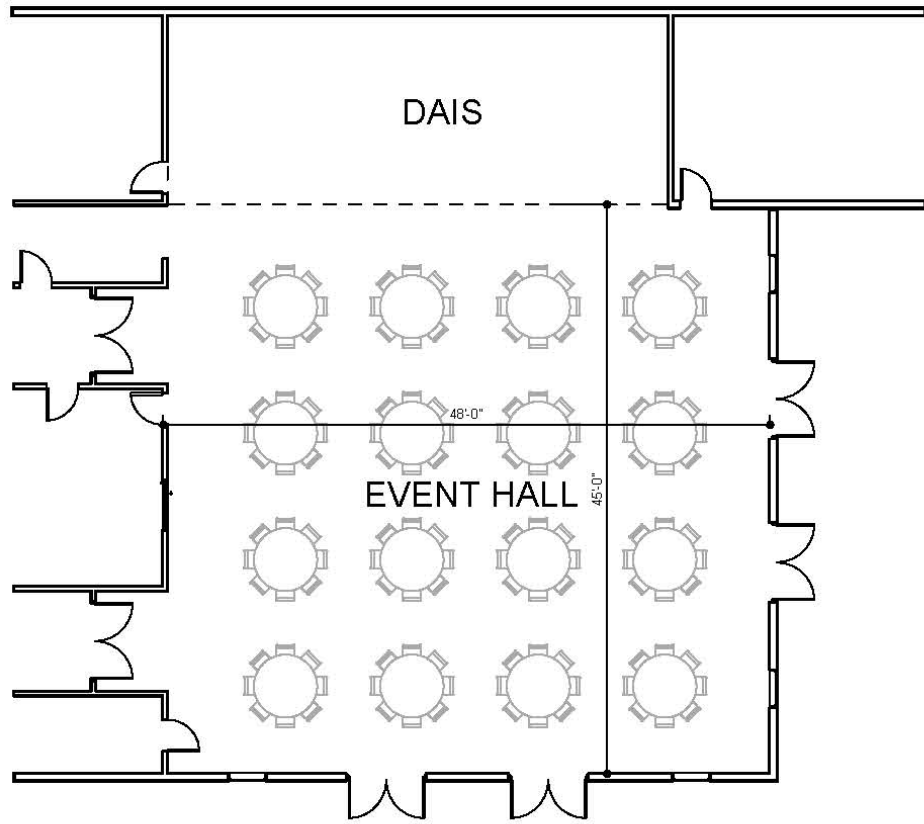
**TOTAL SF: 4,178 SF**

\*ALL DIMENSIONS ARE TO FACE OF STUD

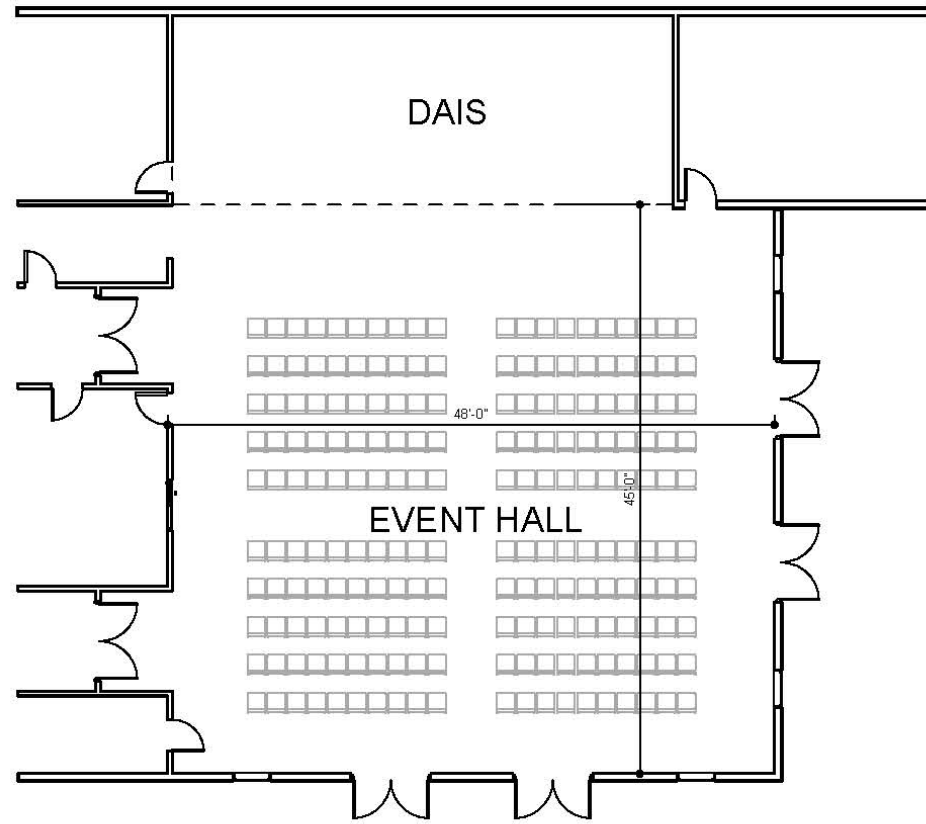
**OPTION 2**



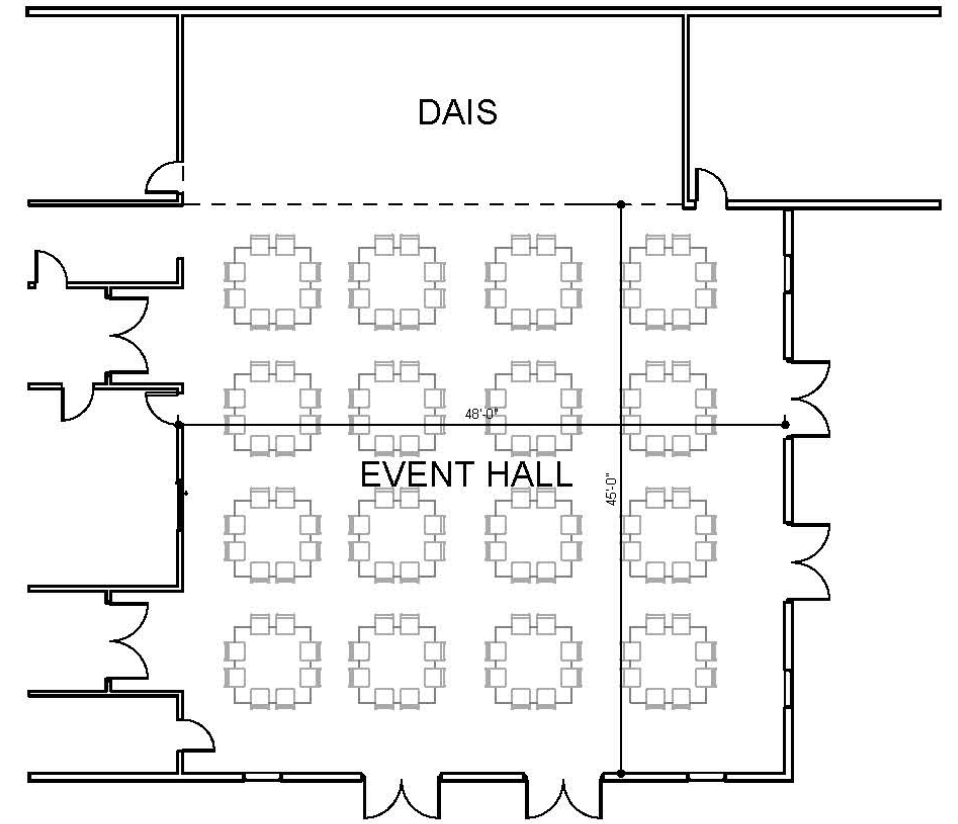
Floor Plan  
**Fair Oaks Ranch**  
 Civic Center



SEATING CAPACITY: 126   
**5' ROUND TABLE SEATING WITH 17.5" X 24.5" CHAIRS**



SEATING CAPACITY: 200   
**CHURCH STYLE SEATING WITH 17.5" X 24.5" CHAIRS**



SEATING CAPACITY: 126   
**6' X 6' SQUARE TABLE SEATING WITH 17.5" X 24.5" CHAIRS**

**EVENT HALL : 48' X 45'**

Furniture Layout Studies for  
**Fair Oaks Ranch**  
 Civic Center



NORTH ELEVATION

IT                      EVENT HALL  
 &  
 DAIS                      CONFERENCE                      ENTRY                      STOR.-1

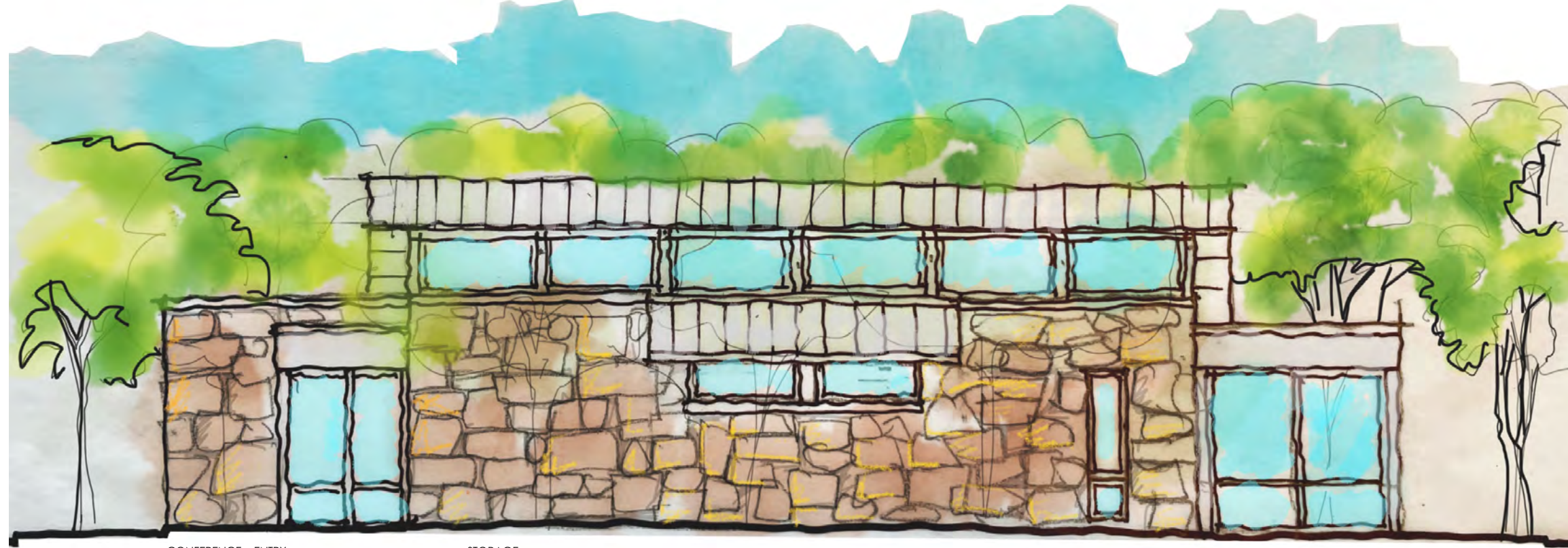


SOUTH ELEVATION

OFFICE                      ENTRY                      STORAGE  
 &  
 KITCHEN                      EVENT HALL  
 &  
 DAIS (BEYOND)

Exterior Elevations  
**Fair Oaks Ranch**  
 Civic Center





CONFERENCE ENTRY STORAGE RR-1 RR-2 OFFICE ENTRY

EAST ELEVATION

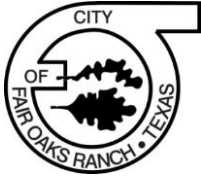


ENTRY EVENT HALL DAIS & IT

WEST ELEVATION

Exterior Elevations  
**Fair Oaks Ranch**  
 Civic Center





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

AGENDA TOPIC: Investment Report for Quarter Ended September 30, 2023  
DATE: November 16, 2023  
DEPARTMENT: Finance  
PRESENTED BY: Summer Fleming, Interim Director of Finance

**INTRODUCTION/BACKGROUND:**

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

The attached presentation is being made to comply with the reporting requirements for the quarter ended September 30, 2023.

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

Frequent review and reporting of the City’s assets and investment vehicles is both prudent and necessary to confirm the City’s investment portfolio is being managed according to the Investment Policy.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The investment portfolio shall be managed in accordance with the objectives specified in the Investment Policy (safety, liquidity, diversification, and yield). The City’s portfolio earned \$257,404 in interest this quarter and had a combined ending balance of \$18.7 million at September 30, 2023.

**LEGAL ANALYSIS:**

No legal analysis required.

**RECOMMENDATION/PROPOSED MOTION:**

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

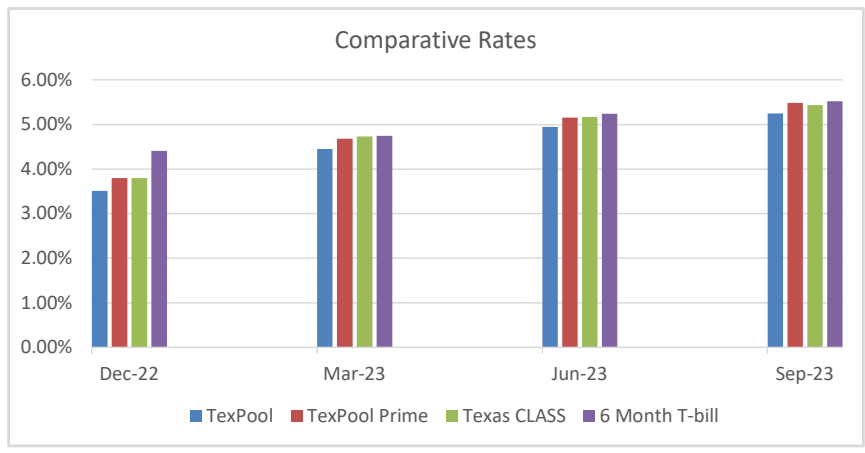


Fair Oaks Ranch  
 Investment Report  
 For the Quarter Ended September 30, 2023

Description	Beginning Balance	Transfers In/(Out)	Interest Earnings	Ending Balance	Market Value	Avg Yield	Weighted Avg Maturity
TexPool	287,613	143,186	5,201	436,000	436,000	5.25%	25 Days
TexPool Prime	4,206,058	(1,000,000)	47,542	3,253,600	3,253,600	5.49%	37 Days
Texas CLASS	14,827,468	-	204,661	15,032,129	15,032,129	5.44%	42 Days
<b>Total</b>	<b>19,321,139</b>	<b>(856,814)</b>	<b>257,404</b>	<b>18,721,729</b>	<b>18,721,729</b>		

Interest Rate Comparison (Quarterly Average)

Qtr Ended	TexPool	TexPool Prime	Texas CLASS	3 Month T-bill	6 Month T-bill	2 Year Treasury Note	CDARS 6 month CD
Dec-22	3.51%	3.80%	3.80%	4.04%	4.41%	4.41%	2.96%
Mar-23	4.45%	4.68%	4.73%	4.63%	4.75%	4.06%	4.12%
Jun-23	4.95%	5.16%	5.17%	5.17%	5.24%	4.87%	4.72%
Sep-23	5.25%	5.49%	5.44%	5.45%	5.52%	5.12%	4.93%
<b>Year Average</b>	<b>4.54%</b>	<b>4.78%</b>	<b>4.79%</b>	<b>4.82%</b>	<b>4.98%</b>	<b>4.62%</b>	<b>4.18%</b>



Trends and Future Outlook

- The Fed kept the target range for the federal funds rate at a 22-year high of 5.25%-5.5% in its September 2023 meeting. Fed Chair Powell said policymakers will make decisions about how long policy will remain restrictive based on the totality of the incoming data, the evolving outlook, and the balance of risks.