



CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, August 04, 2022 at 6:30 PM

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

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

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 employee: Alan Russell, Police Officer.

Joanna Merrill, IPMS-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.

5. Approval of the July 21, 2022 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

6. Approval of Council Member Bliss' absence from the July 21, 2022 Regular City Council Meeting.

Christina Picioccio, TRMC, City Secretary

CONSIDERATION/DISCUSSION ITEMS

7. Consideration and possible action to approve the proposed Fiscal Year 2022-23 Municipal Development District (MDD) Budget.

Mike Lovelace, CPA, CMA, CISA, Fair Oaks Ranch MDD Treasurer

8. Consideration and possible action authorizing the City Manager to execute an Interlocal Agreement between the Boerne Independent School District and the City of Fair Oaks Ranch for the School Resource Officer Program.

Tim Moring, Chief of Police
Tobin E. Maples, AICP, City Manager

REPORTS FROM STAFF AND COMMITTEES

9. Submission of calculated FY 2022-23 property tax rates to the City Council.
Scott Huizenga, Assistant City Manager, Administrative Services
10. Emergency / Mass Communications System Update.
Joanna Merrill, Director of Human Resources and Communications
11. FY 2022-23 Department Budget Presentations - Administrative Services.
Scott Huizenga, Assistant City Manager, Administrative Services

REQUESTS AND ANNOUNCEMENTS

12. Announcements and reports by Mayor and Council Members.
13. Announcements by the City Manager.
14. 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:

15. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
16. Cause No. 2022CI01978; Boerne Ranch Estates, LLC v. The City of Fair Oaks Ranch.
17. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.

Sec. 551.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

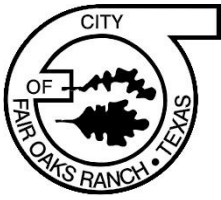
Signature of Agenda Approval: s/Tobin E. Maples

Tobin E. Maples, City Manager

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

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, August 1, 2022 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, July 21, 2022 at 6:30 PM

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

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

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

Council Absent: Council Member Bliss

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. No citizens signed up to be heard

PRESENTATIONS

4. Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications and Mayor Maxton made a presentation to James F. Ford in recognition of his retirement and outstanding service to the City for 25 years.
5. Grant Watanabe, PE, Director of Public Works & Engineering Services, Julio Colunga, Assistant Director of Public Works, and Consultant, Mike Garza of Legacy Engineering Group provided to City Council a Roadway Safety Improvements Presentation.

CONSENT AGENDA

6. Approval of the July 7, 2022 Regular City Council meeting minutes.
7. Approval of the July 13, 2022 Special City Council meeting minutes.

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

VOTE: 6-0; Motion Passed.

REPORTS FROM STAFF AND COMMITTEES

8. Christina Picioccio, TRMC, City Secretary, provided a status update on Boards and Commissions Applications.

9. **Assistant City Manager of Administrative Services, Scott Huizenga, presented an FY 2022-23 Utility Fund Budget Overview.**

REQUESTS AND ANNOUNCEMENTS

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

Council Member Elizondo reminded everyone that the Active Shooter Preparedness Training at Apache Rifleworks on Saturday, July 23, 2022 is full. The Kendall County Citizens Law Enforcement Academy Alumni Association is still tentatively planning a larger class to accommodate more participants on August 22, 2022, location still to be determined. Council Member Elizondo also announced the Back the Badge 5K on September 10, 2022 and urged the Police Department to participate.

Mayor Maxton noted that the Water Utility announced a stabilization in the water wells but an increase in consumption. He urged all customers to conserve water as much as possible. The Mayor also announced a scheduled outage on Wednesday 27, 2022 for customers of Pedernales Electric in Deer Meadow Estates to conduct maintenance. Notifications have been sent out to the customers and the City will also notify the locations of cooling stations to those affected.

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

City Manager, Tobin Maples, reminded everyone that Bulk Brush pickup will take place from August 1-19, 2022 and informed everyone that details can be found on the City's website. He also mentioned that he and Grant Watanabe, Director of Public Works & Engineering Services will be meeting with TxDOT to discuss the TxDOT bridge project and that a Committee may be formed. City Manager Maples reminded everyone that the City is hosting the Texas City Manager's Association, Region 8, monthly luncheon and thanked the Mayor for agreeing to attend and welcome the group. Mr. Maples informed everyone that he will be overseeing Departments in the Public Works & Engineering Services area as Assistant City Manager, Carole Vanzant, will be out of the office for 6-8 weeks.

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

N/A

CONVENE INTO EXECUTIVE SESSION

City Council did not convene into Executive Session regarding:

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

13. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
14. Cause No. 2022CI01978; Boerne Ranch Estates, LLC v. The City of Fair Oaks Ranch.

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

Sec. 552.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

N/A

ADJOURNMENT

Mayor Maxton adjourned the meeting at 8:12 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August , 2022

AGENDA TOPIC: Approval of Council Member Bliss' absence from the July 21, 2022 Regular City Council Meeting

DATE: April 4, 2022

DEPARTMENT: City Council

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

INTRODUCTION/BACKGROUND:

Council Member Bliss' absence from the July 21, 2022, City Council meetings is due to personal reasons.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Complies with Section 3.09 of the Home Rule Charter.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda - I move to approve Council Member Bliss' absence from the July 21, 2022 City Council Meeting.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 4, 2022

AGENDA TOPIC: Consideration and possible action to approve the proposed Fiscal Year 2022-23 Municipal Development District (MDD) Budget.

DATE: August 4, 2022

PRESENTED BY: Mike Lovelace, CPA, CMA, CISA, Fair Oaks Ranch MDD Treasurer

INTRODUCTION/BACKGROUND:

MDD By-Laws (Article IV, Section 1) require MDD Board of Directors budget approval by 15 July each fiscal year and City Council budget approval on or before the Council's last September meeting each fiscal year. The MDD board approved the FY 2022-23 budget on July 13, 2022. That budget is submitted today for City Council approval.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The Fiscal Year 2022-23 MDD Budget provides MDD expected revenues and proposed expenditures for the upcoming fiscal year and is available to all citizens. On 16 September 2020, the MDD board approved a Grant Award Agreement for an amount not to exceed \$600,000 to the City of Fair Oaks Ranch. We do not anticipate any change to the FY 2022-23 budget except the possible expenditure of this grant upon completion of and Certificate of Occupancy issued for the Civic Center if the City decides to move forward with the Civic Center project.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Clarity and open record of MDD anticipated revenues and all projected expenditures for upcoming Fiscal Year 2022-23. All MDD funds are invested in accordance with the Texas Public Funds Investment Act.

LEGAL ANALYSIS:

Budget submitted for City Council approval as required by MDD Bylaws Article IV, Section 1.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the FY 2022-23 MDD Budget as presented.

FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT**Proposed Budget****FY 2022-23**

				FY 2022-23
REVENUES				PROPOSED BUDGET
REVENUES				
20-400-121	Local Sales Tax	\$ 389,676	\$ 395,000	\$ 418,572
20-400-310	Bank/Investment Interest	\$ 686	\$ 1,500	\$ 6,000
20-400-900	Miscellaneous Revenue	\$ -	\$ -	\$ -
TOTAL REVENUES		\$ 390,363	\$ 396,500	\$ 424,572
				FY 2022-23
EXPENDITURES				PROPOSED BUDGET
ADMINISTRATION				
20-501-300	Supplies	\$ -	\$ 250	\$ 250
20-501-305	Minor Equipment	\$ -	\$ -	\$ -
20-501-307	Postage	\$ -	\$ -	\$ -
20-501-315	Training/Seminars	\$ 350	\$ 500	\$ 500
20-501-323	Telephone	\$ -	\$ -	\$ -
20-501-390	Miscellaneous	\$ -	\$ 100	\$ -
TOTAL ADMINISTRATION		\$ 350	\$ 850	\$ 750
CONTRACTUAL SERVICES				
20-501-500	Attorney fees	\$ 2,405	\$ 3,500	\$ 3,500
20-501-501	Auditor Fees	\$ 3,900	\$ 5,000	\$ 4,100
20-501-502	Professional Services	\$ 30,366	\$ 33,450	\$ 33,450
20-501-510	Insurance	\$ 50	\$ 50	\$ 50
TOTAL CONTRACTUAL SERVICES		\$ 36,721	\$ 42,000	\$ 41,100
GRANTS AWARDED				
20-501-530	Grants Awarded	\$ -	\$ -	\$ -
TOTAL GRANTS AWARDED		\$ -	\$ -	\$ -
TRANSFERS				
20-501-981	Transfer to Reserves	\$ 353,292	\$ 353,650	\$ 382,722
TOTAL TRANSFERS		\$ 353,292	\$ 353,650	\$ 382,722
TOTAL EXPENDITURES		\$ 390,363	\$ 396,500	\$ 424,572
REVENUE OVER EXPENDITURES		\$ -	\$ -	\$ -



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 4, 2022

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to execute an Interlocal Agreement between the Boerne Independent School District and the City of Fair Oaks Ranch for the School Resource Officer Program

DATE: August 4, 2022

DEPARTMENT: Police Department / Administration

PRESENTED BY: Tim Moring, Chief of Police
 Tobin E. Maples, AICP, City Manger

INTRODUCTION/BACKGROUND:

In response to the tragedy at Robb Elementary, the Boerne Independent School District (BISD) and City initiated efforts to develop a partnership charged with enhancing safety and security for students, staff, and guest at Fair Oaks and Van Raub Elementaries. The attached Interlocal Agreement (Agreement) establishes a School Resource Officer (SRO) program between BISD and the City. If approved by Council, funding for the SRO program will be included in the proposed FY 22-23 budget as prescribed within the agreement. General highpoints of the SRO program are as follows:

- Creates two (2) SRO positions within the Police Department (new FTE's).
- Establishes a 60/40 cost sharing scenario with BISD paying 60% of the City's cost for each SRO position, inclusive of employee benefits and standard onboarding cost.
- Establishes home campuses for each SRO within the corporate boundaries of the City.
- Sources a uniformed officer at each campus to serve as a positive role-model, act as deterrent to potential threats, investigate possible threats, and respond to an act of intentional harm.
- Delineates qualifications, duties, instructional responsibilities, training, and reporting.
- Ensures the FOR Police Department is always in command over the SRO's law enforcement responsibilities.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

- Maximizes opportunities to maintain safe and secure learning environments for students, staff, and guest through a partnership approach with the BISD.
- Provides additional police department capacity during periods of the year when school is not in session. This will allow the City to enhance police department community outreach programs, assist the criminal investigations division (CID), and cover patrol activity during periods of staffing shortages and programmed vacations.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Two-year agreement establishing a 60/40 cost sharing scenario for two (2) SRO's, with BISD paying 60% and the City paying 40% of the cost.

STRATEGIC ACTION PLAN:

Public Health, Safety and Welfare

- Section 4.4.1 Develop a School Resource Officer Program.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve authorization for the City Manager to execute an Interlocal Agreement Between the Boerne Independent School District and the City of Fair Oaks Ranch for the School Resource Officer Program.

**INTERLOCAL AGREEMENT BETWEEN
THE BOERNE INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF FAIR OAKS RANCH, TEXAS
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into by and between **THE BOERNE INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, (“**DISTRICT**”) acting through its Board of Trustees, and **THE CITY OF FAIR OAKS RANCH, TEXAS**, a Home Rule municipality situated in Bexar County, (“**CITY**”). **DISTRICT** and **CITY** may sometimes hereafter be referred to individually as “**PARTY**” or collectively as the “**PARTIES**”. This Agreement sets forth the specific terms and conditions by which the School Resource Officer Program (“**PROGRAM**”) will be administered. Authority for this Agreement is granted and pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791 (“**COOPERATION ACT**”).

WHEREAS, pursuant to the **COOPERATION ACT**, the **PARTIES** are empowered to contract with each other for the performance of governmental functions, including police protection, and as permitted in Section 37.081 of the Texas Education Code by providing School Resource Officers (“**SROs**”) to the **DISTRICT**.

WHEREAS, the **DISTRICT** and the **CITY** share a mutual goal of ensuring a learning environment in that is free from the fear of crime, violence, and victimization by providing law enforcement and related services to the public schools located within the corporate boundaries of **CITY**; and

WHEREAS, the **DISTRICT** and the **CITY** recognize the potential outstanding public safety benefits that the **PROGRAM** will provide the students, teachers, and staff of the **DISTRICT** and all the citizens of the **CITY**; and

WHEREAS, the **DISTRICT** and the **CITY** desire to build and maintain a positive relationship between police officers and the youth of our community; and

WHEREAS, the **DISTRICT** has determined it is in its best interest to enter into an agreement with the **CITY** to provide such police services to the **DISTRICT**, and it has specifically authorized peace officer(s) licensed by the Texas Commission on Law Enforcement (“**T Cole**”) to carry weapons in performing such services at all **DISTRICT** campuses and properties within the corporate boundaries of the **CITY**; and

WHEREAS, the **CITY** and **DISTRICT** find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of providing the governmental function of police protection on the **DISTRICT**’s campuses to the benefit of all the taxpaying citizens of the **CITY** and the **DISTRICT**.

NOW THEREFORE, in order to carry out the intent of the PARTIES as expressed above, and in accordance with the COOPERATION ACT, the PARTIES agree as follows:

ARTICLE I

The term of this Agreement is for two (2) years beginning immediately on the fourth (4th) day of August, 2022, and shall continue in full force and effect until 11:59 p.m. on the thirtieth (30th) day of June, 2024, unless sooner terminated as herein provided. This Agreement may be renewed by mutual consent for additional one (1) year terms not to exceed more than three (3) such additional terms. The process of renewal may be initiated by either PARTY by forwarding written notice to the other PARTY of such intent no less than thirty (30) days prior to the expiration of this Agreement. Renewal of this Agreement shall require formal action during an open meeting of the governing body of each respective PARTY hereto.

ARTICLE II

The City of Fair Oaks Ranch Police Department ("POLICE DEPARTMENT") shall provide the following, which are deemed necessary to the success of the PROGRAM and the performance of duties by the officers:

A. Number and Assignment of Officers

1. The POLICE DEPARTMENT shall assign regularly employed SROs to the DISTRICT. The SROs will be assigned to the following campuses: Fair Oaks Ranch Elementary and Van Raub Elementary and any additional campus deemed necessary by the DISTRICT and located within the corporate boundaries of the CITY.
2. The School Superintendent in consultation with the POLICE DEPARTMENT shall determine the number of SROs to be employed at the DISTRICT and individual campuses for each academic school year or at any other time as mutually agreed between the PARTIES. The assigned campus will be the individual SRO's "home campus."
3. The SROs shall be full-time POLICE DEPARTMENT employees, who are certified Peace Officers for the State of Texas and who meet all requirements as set forth by the TCOLE, DISTRICT, and the POLICE DEPARTMENT. The POLICE DEPARTMENT shall ensure that the SRO notifies the School Superintendent of any incident involving school property, students and/or employees.
4. At all times, the DISTRICT and the POLICE DEPARTMENT shall cooperate with one another to interview and review the qualifications and experience of any potential SRO proposed by the POLICE DEPARTMENT. The DISTRICT shall have the right to veto and refuse the SRO assigned, and the POLICE DEPARTMENT shall propose a different SRO for consideration.

5. The POLICE DEPARTMENT shall designate and assign a qualified POLICE DEPARTMENT administrative officer licensed by TCOLE who shall serve as the Program Supervisor overseeing the SROs.

B. Supervision

1. The SRO will report to the School Superintendent or designee in carrying out his /her day-to-day duties while acting as an SRO during school days. The POLICE DEPARTMENT retains final authority, control, and command over the SROs' law enforcement responsibilities.
2. The SROs' shall meet with the School Superintendent or designee during normal work hours at a place, time, and frequency designated by the DISTRICT. The meeting content shall encourage and maintain an effective and collaborative relationship between the PARTIES.
3. The day-to-day operation and administrative control of the SRO will be the responsibility of the DISTRICT if not delineated otherwise within this Agreement.
4. Responsibility for the SROs' conduct, both personally and professionally including any necessary discipline, shall remain with the POLICE DEPARTMENT.
5. The PARTIES shall each monitor, review, and provide oversight and supervision of the services as they are provided, and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service, or performance issue becomes unsatisfactory.

C. Equipment

1. The POLICE DEPARTMENT will provide the SROs with the same law enforcement equipment, uniform, and vehicles that are available to other officers of the POLICE DEPARTMENT.
2. The DISTRICT will authorize the SRO to carry a weapon and act as a commissioned peace officer at all times, so long as the SRO is acting under his/her official capacity. Likewise, the DISTRICT specifically authorizes the SRO to carry a weapon in performing services at all DISTRICT campuses and properties.

D. Training

1. All SROs shall complete an active shooter response training program approved by TCOLE, as well as all other required training for SROs as required by law.

2. The POLICE DEPARTMENT shall be responsible for funding all training, and all cost related to said training, in areas deemed necessary by the POLICE DEPARTMENT.
3. The POLICE DEPARTMENT agrees to perform any obligations required to maintain all SROs as commissioned police officers with the POLICE DEPARTMENT with full Texas peace officer status.

ARTICLE III

The DISTRICT shall provide the following, which are deemed necessary to the success of the PROGRAM and the performance to the duties of the SROs:

A. Facilities & Equipment

1. Access to an air-conditioned and properly lighted private office that shall contain a telephone to be used for general business purposes.
2. A desk with drawers, a chair, work table, filing cabinet, and office supplies.
3. A computer consistent with what is furnished to other employees.
4. IT accessories such as a mouse, keyboard, and monitor.
5. A location for files and records which can be properly locked and secured.
6. Secretarial assistance on an as needed basis.
7. District email addresses and access badges/key cards.
8. Use of any school owned equipment or facilities shall comply with DISTRICT policies and procedures.

B. Training

1. The DISTRICT shall be responsible for funding all training, and all cost related to said training, for the SROs in areas deemed necessary by the DISTRICT.
2. Subject to the obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, the DISTRICT agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident-based data, or to ensure the safety and security of DISTRICT campuses or events, and (b) unrestricted access to technology installed throughout Boerne ISD, including surveillance cameras, to provide for safety and security as permitted by law. SROs shall be designated as “school officials” under Boerne ISD Policy FL (local) for purposes of access to student records. In providing the services

under this Agreement, the PARTIES agree to and shall abide by any and all federal, including but not limited to the FERPA, state and local law, including, but not limited to a statute, ordinance, rule or regulation, pertaining to such services which is in effect or comes into effect while this Agreement is in force. Notwithstanding any other provisions of this Agreement, any violation of this Section shall constitute a material breach of this Agreement and shall entitle the non-breaching PARTY the right to immediately terminate this Agreement and seek all remedies allowed by law. The SROs agree to comply with all FERPA requirements and maintain the confidentiality of student records.

ARTICLE IV

The following shall establish regular duty hours, compensation for overtime, reassignments, and leave time for the SROs.

A. Duty Hours of SROs

1. The SROs shall be assigned to their home campuses on a full-time basis during the active school year and as mutually agreed to by the School Superintendent and Chief of Police. Except as agreed to herein, the work week of the SROs shall consist of no more than forty (40) hours.
2. SROs shall report to their home campus during the school hours for their home campus. The SRO shall arrive at the home campus at least thirty (30) minutes prior to the commencement of school hours and remain at their home campus at least thirty minutes (30) minutes following the close of school hours. During their daily tour of duty, the SROs may be off campus to perform tasks as required by their assignment. Any time the SROs will be off campus, the SROs will promptly notify the principal or the principal's designee prior to their absence.
3. Time spent by the SROs attending training or court arising out of their employment and/or duties as an SRO shall be considered as hours worked under this Agreement.
4. The regular workday hours of the SROs may be adjusted by the DISTRICT on a temporary basis for specific situations. These adjustments will require the prior approval of the SRO's assigned DISTRICT supervisor.
5. The POLICE DEPARTMENT may temporarily reassign an SRO, without advance notice or mutual agreement of the PARTIES, for a situation deemed by the POLICE DEPARTMENT to be a public safety emergency. The POLICE DEPARTMENT may temporarily reassign an SRO for a non-school and non-public safety emergency with the DISTRICT's mutual agreement.

6. Leave time should be taken at times when the school is not in session. The SRO's assigned DISTRICT supervisor must approve all requests for leave time during normal work periods and if at all possible, reasonable advance notice should be given to the principal. The SRO will coordinate vacation hours with the School Superintendent or his designee.

B. Overtime Hours for SROs

1. If the school requests the SRO to work in excess of forty (40) hours within a work week, the DISTRICT will reimburse the CITY for the additional hours at the SRO's overtime rate as billed by the CITY.
2. If the CITY requests the SRO to work in excess of forty (40) hours within a work week, the CITY will be responsible for paying for the additional hours in accordance with established overtime procedures.
3. To the extent possible, any overtime hours that relate to SRO duties for the DISTRICT must be authorized and approved in writing by the School Superintendent or his designee prior to the performance of the overtime work and will be paid in accordance with procedures established by the CITY's personnel policy manual, and paid by the DISTRICT.
4. SROs who enter into a contractual agreement with the DISTRICT for school related duties such as coaching, intramural after school programs, or teaching shall be paid by the DISTRICT in accordance with the DISTRICT's established procedures. Such contractual agreements shall receive the prior approval of the Program Supervisor and must be in accordance with the POLICE DEPARTMENT's and CITY's policy.
5. SROs shall have first priority to work overtime hours authorized by school administration at their home campus for security, sporting events, and other special programs or projects. All overtime worked shall be in accordance with the POLICE DEPARTMENT's policy.

ARTICLE V

Duties of the officers and the Program Supervisor involved in the PROGRAM shall include, but not be limited to the following:

A. Duties of SROs Assigned to a School

The following shall be in addition to, and not in lieu of, the POLICE DEPARTMENT's obligation to provide routine patrol services on the same basis as are provided to other school campuses or other properties within the City.

1. Duties and responsibilities of the SRO include:

- a. Protection of the lives and property of the students, personnel, and visitors. The SROs will be based on their home campuses. They will serve and respond to other campuses located within the City of Fair Oaks Ranch. Their assignments to other campuses will be determined by mutual agreement of POLICE DEPARTMENT and the School Superintendent or his designee.
- b. Enforcement of applicable federal, state and local laws and ordinances.
- c. Investigations of criminal activity and accidents occurring at the assigned home campuses located within the corporate boundaries of the CITY.
- d. Patrolling areas within or in the vicinity of the geographical boundaries of the home campuses to protect all students, personnel, and visitors. Patrol and other law enforcement duties of the SROs shall be performed, in part, with the use of CITY-owned POLICE DEPARTMENT vehicles.
- e. Being a visible presence during the school day in order to assist the DISTRICT administration with general public safety services during school hours.
- f. Maintaining the peace and/or address any breaches of the peace as needed.
- g. Engaging in all law enforcement activities arising from the enforcement of laws, including, but not limited to, issuing traffic citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement.
- h. Responding to Police calls for service during the course of the regular school day on campuses.
- i. Helping to mediate disputes on campus, when requested, including working with students to help solve disputes in a non-violent manner.
- j. Assisting with the prevention of property loss due to theft or vandalism.
- k. Providing traffic control as needed. The SRO is not expected to provide daily traffic control at intersections, crosswalks, etc.
- l. Assisting the DISTRICT with its Emergency Operation Plan.

- m. Assisting with school safety projects, participating in emergency drills, emergency response, and after-action reviews within schools when requested by a school.
- n. Providing training for staff as agreed upon by the School Superintendent and the Chief of Police.
- o. Serving as a resource for law enforcement education at the request of school staff, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by FERPA.
- q. Provide assistance to other law enforcement officers with outside investigations concerning students attending the DISTRICT's schools or in matters regarding their school assignment.
- r. The SROs shall not act as school disciplinarians. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- s. Make the principal of the school aware of any law enforcement action taken, as soon as practicable and in compliance with the law.
- t. Take appropriate law enforcement action against intruders and unwanted guests, at the principal or his/her designee's request, which may appear at the school and related school functions, to the extent that the SROs may do so under the authority of the law.
- u. When possible and practicable, advise the principal before requesting additional police assistance on campus.
- v. Make themselves available for conference with students, parents and faculty members in order to assist them with problems of law enforcement or crime prevention nature.
- w. Become familiar with all community agencies offering assistance to youths and their families, such as mental health clinics, drug treatment centers, etc.
- x. Coordinate all security efforts at assigned home campuses located within the corporate boundaries of the CITY including the coordination of a safety audit of the campus and develop a long-range plan for campus safety. The plan will incorporate input from school staff, students, parents, and Police Department command staff.

- y. Assist the principal in identifying situations or school protocol, on campus or during school sponsored events, which have a potential for becoming dangerous situations and develop action plans, through long term problem solving, in an attempt to prevent or minimize their impact.
 - z. Maintain detailed and accurate records of the operation of the PROGRAM as determined by the DISTRICT Supervisor and Police Chief.
 - aa. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas, the SROs may assist the school until the problem is solved upon request to do so.
 - bb. Preparing reports and documentation related to events occurring within the corporate boundaries of the CITY.
 - cc. Comply with the DISTRICT's policies and procedures while acting as the SRO on DISTRICT property and at DISTRICT events.
 - dd. Performing other duties that may be assigned from time to time by the School Superintendent and as approved by the Chief of Police, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, as well as laws applicable to DISTRICT policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the POLICE DEPARTMENT.
2. Instructional responsibility of the SROs at their assigned schools:
- a. All instruction by the SROs shall be as a guest speaker. The principal or a member of the faculty may request the SROs to provide instruction. The SROs shall not be asked to teach on a full-time basis.
 - b. In coordination with the principal, may make a variety of specialized, short-term law and safety related presentations available to the school faculty and students.
 - c. Develop an expertise in various subjects that can be presented to the students. Such subjects should include a basic understanding of the laws, the role of the police officer and the police mission, and other topics that relate to student or school safety.
3. Duties and Responsibilities of the Program Supervisor include:

- a. Program development and administration.
- b. Approving reports, overseeing problem solving efforts, providing leadership, training, direction, evaluations.
- c. Establishing rapport with individual principals.
- d. Performing scheduled and non-scheduled visits to the school campuses in coordination with the principals.
- e. Work in liaison with principals.

ARTICLE VI

- A. The DISTRICT agrees to pay sixty percent (60%) of the CITY cost for each SRO during contract years 2022/23 and 2023/24, inclusive of SRO employee benefits and standard CITY onboarding cost associated with new fulltime equivalents (FTE's). The DISTRICTS's contribution shall be adjusted and reimbursed accordingly should any SRO be absent from the campus for an extended period (one to five consecutive school days) that is not due to a public safety emergency as declared by POLICE DEPARTMENT or local Emergency Operations Center ("EOC"). In the event of an extended public safety emergency (one that lasts longer than five (5) consecutive school days) the DISTRICT will maintain the option of utilizing the SRO to maintain the safety and security of DISTRICT students, staff, and visitors. The option will exist only when the execution of that option does not interfere with exigent circumstances or the critical nature of the emergency. The safety of the community as a whole will take priority. The DISTRICT may also choose to release the SRO back to the POLICE DEPARTMENT during the extended public safety emergency. In any case of removal or release of the SRO during the extended public safety emergency, the DISTRICT's contribution will be adjusted or reimbursed accordingly. Authorized training and sick leave are excluded, as well as vacation days approved by the POLICE DEPARTMENT and the DISTRICT.
- B. The POLICE DEPARTMENT shall keep and maintain accurate records of dates of service and the hours served by the SRO. The POLICE DEPARTMENT shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. Records are subject to review by the Principal during regular business hours with forty-eight (48) hours' advance notice
- C. The DISTRICT shall be responsible for school-related training and overtime as discussed in Article III. B. and IV. B. above.
- D. The CITY will prepare and submit an invoice to the DISTRICT, payable to the CITY, annually on July 30 of each year or within 30 days of receiving an invoice.

ARTICLE VII
Dismissal of SROs/Replacement

- A. In the event the principal of the school to which an SRO is assigned feels that the SRO is not effectively performing his/her duties, the principal shall request a meeting with the SRO's supervisor in an attempt to correct the situation.
- B. If the working relationship between the principal and the SRO does not improve, mediation between the two parties may be held to attempt to resolve any problems that still exist.
- C. If within a reasonable amount of time after such mediation of the problems cannot be resolved, the principal may recommend to the SRO's supervisor that the SRO be removed from the PROGRAM at his/her school and shall state the reasons therefore in writing.
- D. The Chief of Police and the School Superintendent shall jointly determine the status of the SRO and a replacement with suitable training acceptable to both parties shall be made if the SRO is removed from the school.
- E. The Chief of Police may dismiss or reassign the SRO based upon CITY and/or POLICE DEPARTMENT Rules, Regulations and/or general orders or when it is in the best interest of the DISTRICT, CITY, or the POLICE DEPARTMENT.
- F. In the event of the resignation, termination, dismissal, or reassignment of the SRO, the POLICE DEPARTMENT shall provide a replacement as soon as possible. During any such vacancy, the DISTRICT's financing obligation shall be adjusted accordingly.
- G. In the event of a long-term absence by the SRO, the POLICE DEPARTMENT shall provide a temporary replacement whose training is acceptable to the PARTIES, within thirty (30) school days of receiving notice of such until such time as the SRO may reassume his/her duties.
- H. Transfers will not be permitted during the school year except under special circumstances such as vacancies or promotions. SROs requesting transfer to a new school should submit a request in writing prior to the beginning of the school year. Transfers shall be subject to the joint approval of the SRO's supervisor and the principal.

ARTICLE VIII

- A. This Agreement may be terminated by either PARTY upon receipt of one (1) year advance written notice, as set forth in Article IX, that either PARTY has failed to substantially perform in accordance with the terms and conditions of this Agreement, and an attempt to mediate the issue has proven unsuccessful.

- B. Either PARTY, upon expiration of one (1) year advance written notice, as set forth in Article IX, may terminate this Agreement without cause.
- C. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the CITY for all services performed to the date of termination.

ARTICLE IX **Notices**

Any and all notices or any other communication herein required or permitted shall be in writing, and may be affected by personal delivery, or by registered or U.S. certified mail, return receipt requested at the address of the respective parties indicated below:

If to DISTRICT: Superintendent
Boerne Independent School District
235 Johns Road
Boerne, Texas 78006

If to CITY: City Manager
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

ARTICLE X

- A. The DISTRICT, the CITY, and their agents, employees and officers agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by mediation. Each PARTY hereto acknowledges and represents that their respective governing body has duly authorized this Agreement.
- B. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of the DISTRICT and the CITY shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- C. The CITY shall have no liability whatsoever for or with respect to the DISTRICTS's use of any DISTRICT property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the DISTRICT. The DISTRICT covenants and agrees that:
 - 1. The DISTRICT shall be solely responsible, as between DISTRICT and the CITY and the agents, officers and employees of the CITY, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the DISTRICT or its agents, officers, employees, and subcontractors, while on the DISTRICT's property or while using any DISTRICT

facility or performing any function or providing or delivering any service undertaken by the DISTRICT pursuant to this Agreement.

2. For and with respect to the DISTRICT property or use of any DISTRICT facility, the DISTRICT hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure the DISTRICT and its agents, officers, and employees, and subcontractors, from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by the DISTRICT, its agents, officers, employees, and subcontractors in the course of their duties.
- D. The DISTRICT shall have no liability whatsoever for or with respect to the CITY's use of any CITY property or facility, or the actions of, or failure to act by, any agents, officers, employees, and subcontractors, of the CITY. The CITY covenants and agrees that:
1. The CITY shall be solely responsible, as between the CITY and the DISTRICT and the agents, officers, employees, and subcontractors of the DISTRICT, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the CITY or its agents, officers, employees, and subcontractors, while on CITY property or while using any CITY facility or performing any function or providing or delivering any service undertaken by the CITY pursuant to this Agreement.
 2. For and with respect to the services to be provided by the CITY to the DISTRICT pursuant to this Agreement, the CITY hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the CITY and its agents, officers, employees, and subcontractors from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the CITY, its agents, officers, employees, and subcontractors in the course of their duties.
- E. It is specifically agreed that, as between the PARTIES, each PARTY to this Agreement shall be individually and respectively be responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- F. Each PARTY hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under this Agreement. Neither the DISTRICT nor the CITY waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- G. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the CITY nor the DISTRICT shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The PARTIES hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- H. Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of either the CITY or the DISTRICT except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by the DISTRICT, and all governmental and proprietary functions and services traditionally provided by the CITY, shall be and remain the sole responsibility of each such respective PARTY.

ARTICLE XI

This Agreement constitutes the full understanding of the PARTIES, and supersedes all prior understandings and agreements between the PARTIES. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the Party to be charged.

ARTICLE XII

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the DISTRICT and the CITY is obtained.

ARTICLE XIII

Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

ARTICLE XIV

This Agreement shall be construed in accordance with the laws and constitutions of the United States and the State of Texas. All obligations hereunder are performable in the City of Fair Oaks Ranch, Texas and venue for any action arising hereunder shall lie in Kendall County, Texas.

ARTICLE XV

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be signed by their duly authorized officers on the date appearing adjacent to the signatures below. This Agreement shall become effective on the date of the last party to sign.

THE BOERNE INDEPENDENT SCHOOL DISTRICT

Superintendent

School Board President

Date: _____

Date: _____

THE CITY OF FAIR OAKS RANCH

Tobin E. Maples
City Manager

Date: _____



CITY COUNCIL REPORT

CITY OF FAIR OAKS RANCH, TEXAS

August 4, 2022

AGENDA TOPIC: Submission of calculated FY 2022-23 property tax rates to the City Council

DATE: August 4, 2022

DEPARTMENT: Finance

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

INTRODUCTION/BACKGROUND:

Truth-in-taxation is a concept embodied in the Texas Constitution (art VIII § 21a) that requires taxing units to make taxpayers aware of property tax rate proposals. Additionally, Senate Bill 2, also known as the Texas Property Tax Reform and Transparency Act, was passed by the Texas Legislature and is effective for the FY 2022-2023 budget process. Pursuant to this and state law, the following steps are required to officially submit the No New Revenue Rate and the Voter Approval Rate to the governing body.

1. By August 7 or as soon thereafter as practicable, the Finance Department shall submit the rates to the Governing Body using the tax rate calculation forms prescribed by the comptroller (Sec. 5.07).
2. The Finance Department shall submit the tax rate calculation forms to the county assessor-collector for each county in which all or part of the territory of the taxing unit is located.
3. The rates shall be posted prominently on the home page of the taxing unit's website, in the form prescribed by the comptroller.

As of the date of preparation of the agenda packet, the tax rate calculations were not yet available. If the tax rate calculations are made available by August 4th, the calculations will be posted on the City's Truth in Taxation website: <https://www.fairoaksranchtx.org/514/Taxes-Truth-in-Taxation>

If the tax calculations are not available on or before August 4th, this agenda item will be deferred until the next regularly scheduled council meeting on August 18th.

RECOMMENDATION/PROPOSED MOTION:

No action is required.



Mass Notification System

What is a mass notification system?

Mass notification systems simultaneously broadcast real-time alerts and information to large numbers of individuals. The primary function of mass notification systems is to quickly alert people to potential threats or emergency situations and direct them how to respond to those situations.

Regroup vs. CodeRED



- ▶ VERY User Friendly (both residents and administrative ends)
- ▶ Robust Mobile App (both residents and administration)
- ▶ Automatic translated messages
- ▶ Unlimited Groups
- ▶ Broadcasts unlimited messages via email, text/sms, voice calls (automated or recorded), push notifications**
- ▶ GeoFence Messaging**
- ▶ Automated Alerts -For FEMA, IPAWS, NOAA and more. Regroup is the only NOAA Weather Ready Nation Ambassador
- ▶ Annual cost is \$5,000



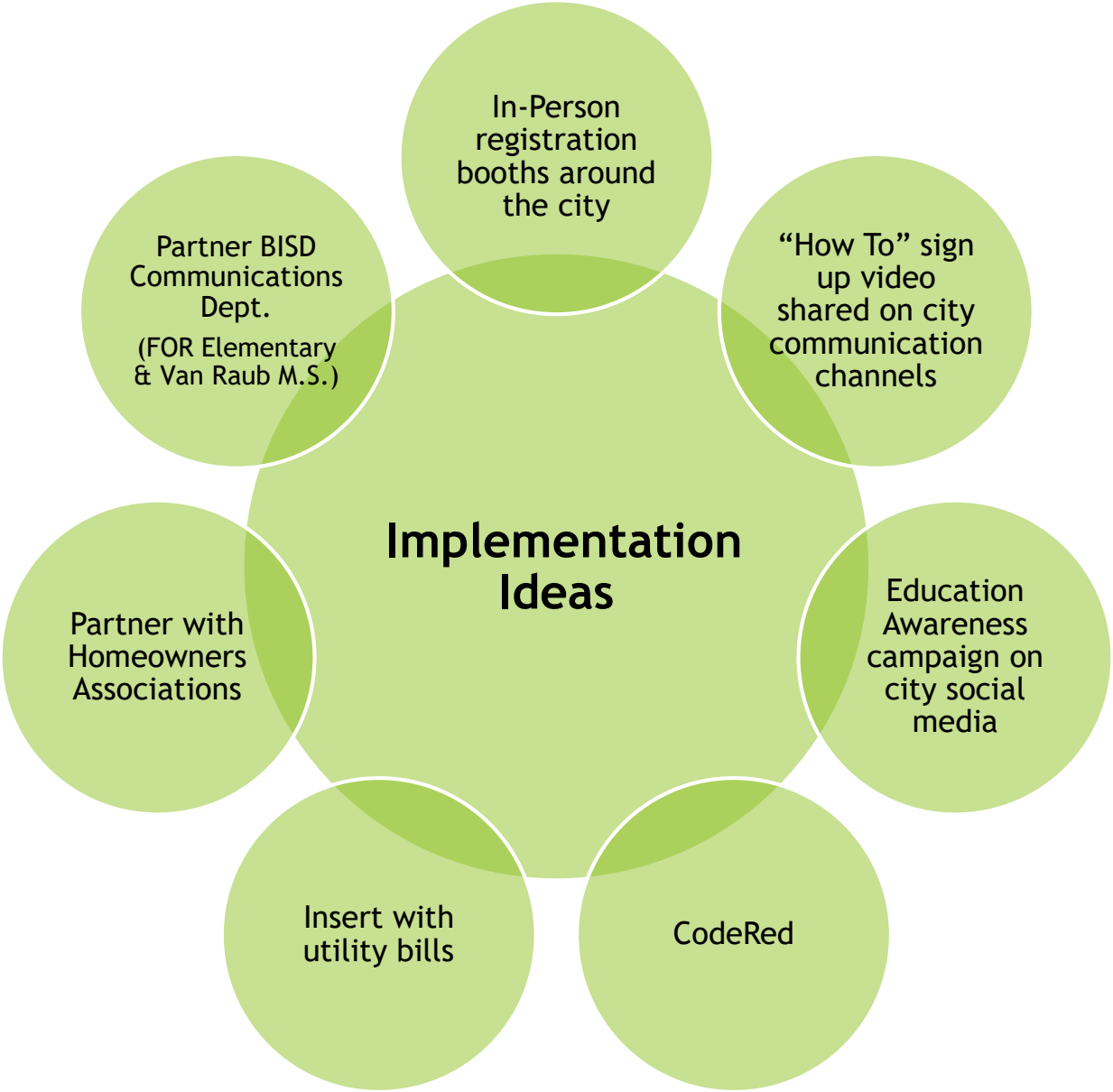
- ▶ NOT User friendly (difficult to sign up, log in to update info, unsubscribe, etc.)
- ▶ Mobile app is for administrators only not made for subscribers
- ▶ Only translates in Spanish
- ▶ Broadcasts messages via email, text/sms, automated voice calls
- ▶ Automated Alerts for IPAWS only
- ▶ Annual cost is \$5,785

Enhanced Features

- ▶ Mobile App**
 - ▶ Two-way messaging; Push Notifications, View all alerts
- ▶ Unlimited Groups and messages
- ▶ GeoFence Messaging**
- ▶ Geo-Targeting
- ▶ Enhanced analytics on all messaging
- ▶ **EASE OF USE!**



Regroup Mass Notification is ranked #1 (out of 23) in the market for top emergency technologies. |



Day 1:	Code Red and Newsflash to all residents to inform of new system
Week 1:	In person registration events
Week 2:	“How to sign up” and feature walkthrough video
Week 3:	Information or brochures sent out via community partners and schools
Week 4:	Other physical media (mailers**, bill inserts etc.)
After first month:	Bi-weekly reminders
After first quarter:	Reminders to sign up sent out once a month via social media

Communications Timeline

Communication Samples

What Happens When You Sign Up to Receive Emergency Alerts?

- ✓ Stay up-to-date on important information
- ✓ Receive Emergency Notifications from other cities when visiting*
- ✓ Alerts and messages in your native language



STAY INFORMED

EMERGENCY NOTIFICATIONS

Make sure you and your family stay informed during important events and emergencies.

 Fairoaksranchtx.org



Questions



City of Fair Oaks Ranch
Human Resources & Communications Department



FY 2022-23 Proposed Budget: Municipal Court

Hon. Judge Kimberly Keller and Ricardo Bautista

8/4/22

Mission Statement

The mission of the Municipal Court is to provide effective and impartial administration of justice, as prescribed by the Texas Code of Criminal Procedure and the Code of Judicial Conduct, with exceptional customer service while building public trust and confidence.

Department Core Services

- Administration – Department Goals and controls, judicial administration, and processing cases following T.C.C. & Code of Judicial Conduct.
- Judicial Processing – managing dockets, collections and customer service
- Presiding Judge – Honorable Judge Keller
- Prosecution – City Prosecutor Cynthia Trevino

Recent Accomplishments

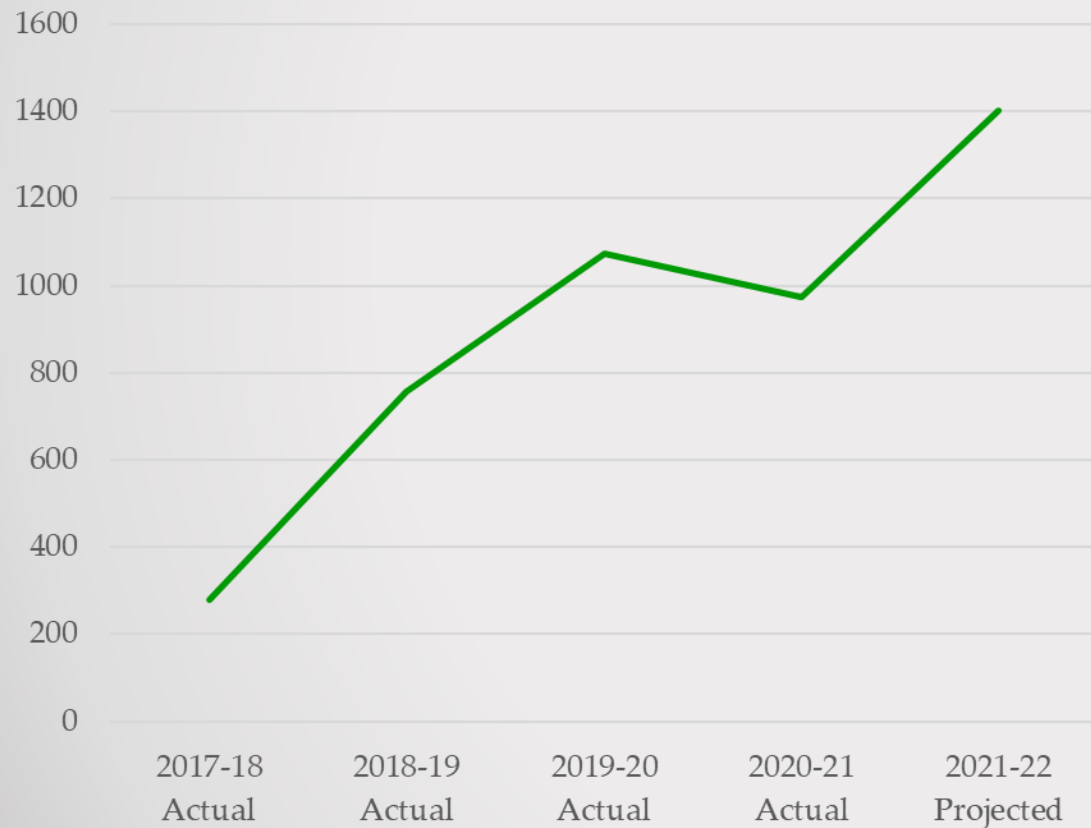
- Court is up to date on all pending matters due to the Pandemic
- Resumed in person Court Proceedings
- Initiated a Paperless procedure across the Court
- Started live streaming the Court Proceedings

Performance Measures

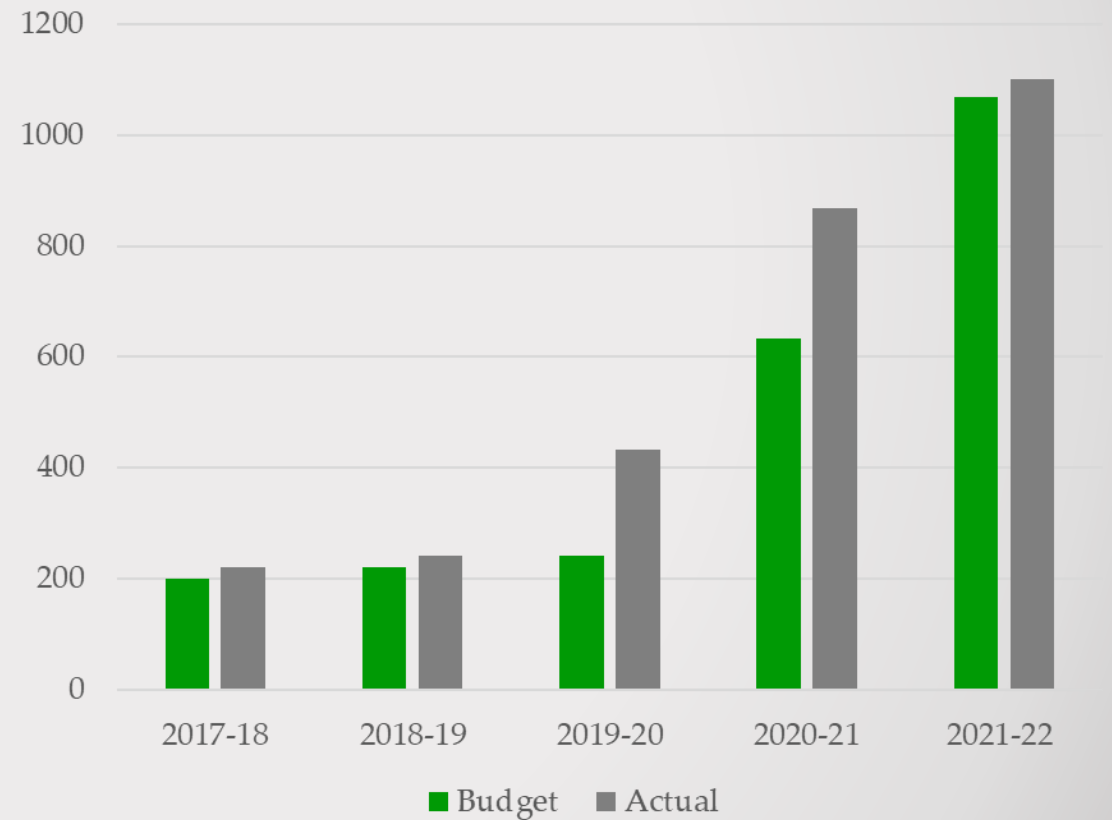
Strategic Pillar	Performance Measure	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Projected	FY 2022-23 Proposed
Operational Excellence	#Cases Filed	1,074	975	1,402	1,800
Operational Excellence	#Cases in Collection	433	643	868	1,086
Operational Excellence	Amount Pending in Collections	\$111,539	\$182,906	\$258,847	\$333,847
Operational Excellence	#Defendants Appearing before the Judge	113	77	139	180
Operational Excellence	#Hours of Staff Training	252	317	124	160
Operational Excellence	#Magistrate Services	2	2	8	12

Performance Measures (charts)

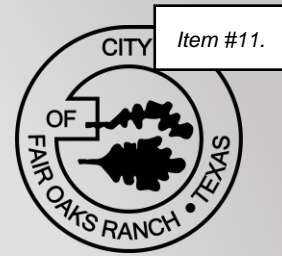
Cases Filed



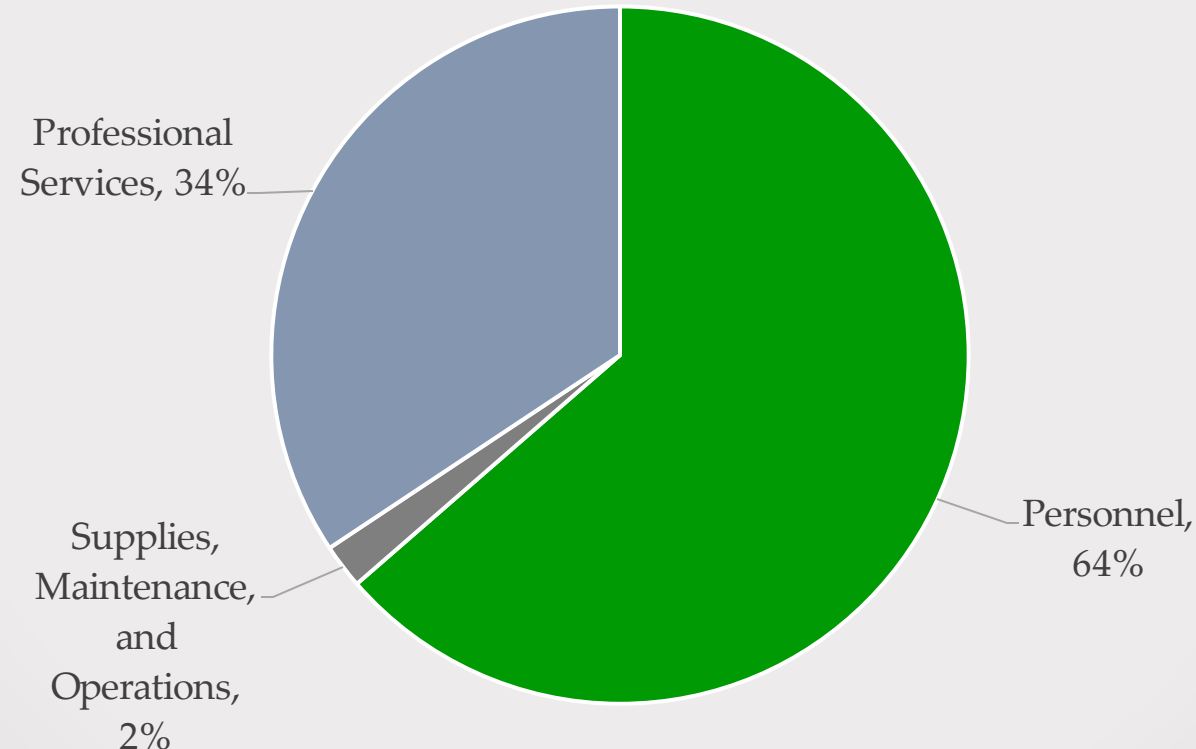
Cases in Collection



Proposed FY 2022-23 Budget: \$230,644



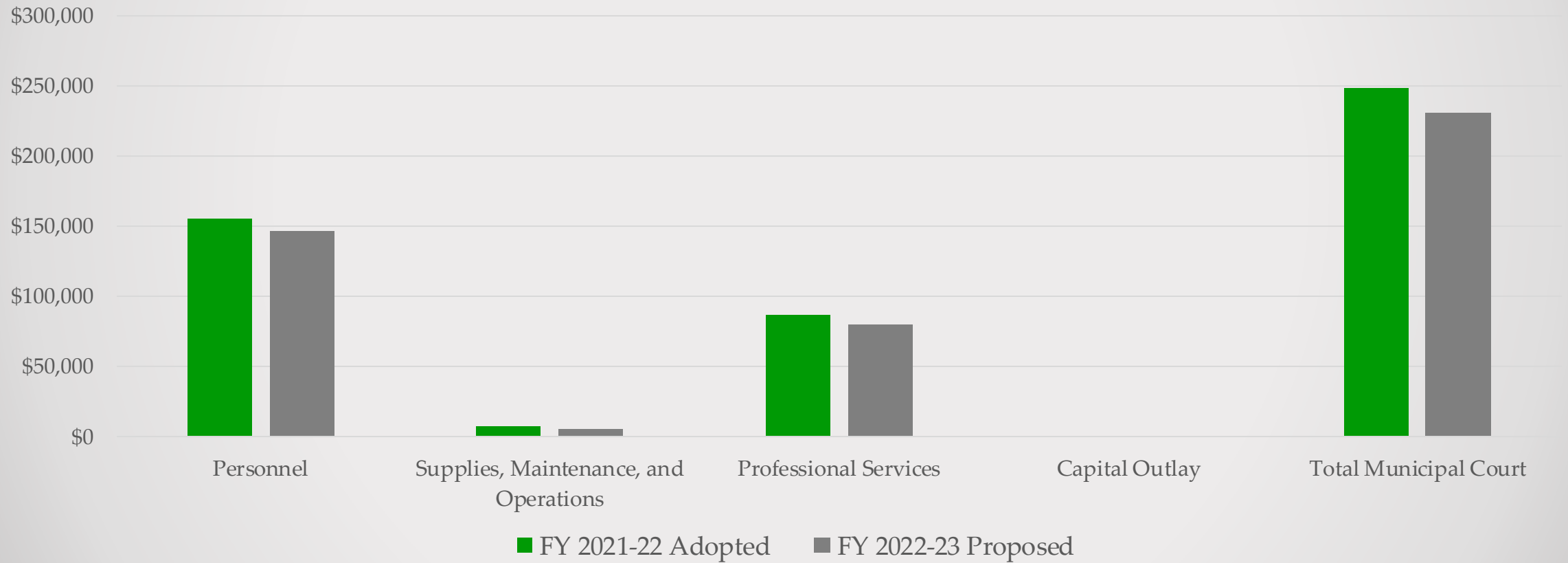
Budget by Category



2 positions
0 vacancies

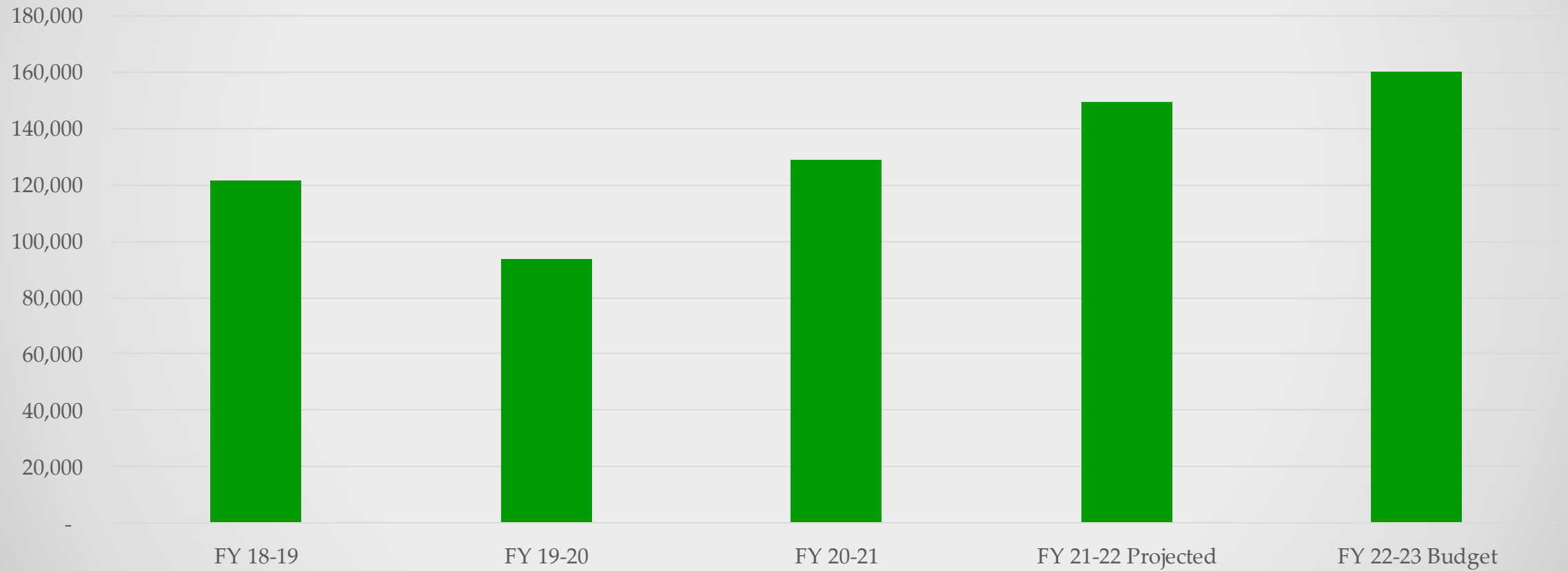
Changes to the Budget

Municipal Court



Municipal Court Revenue

Court Fines & Forfeitures



Court Fund Balances

Restricted Fund	FY2022 Projected Balance	2022-23 Change	FY 2023 Proposed Balance
Court Technology	\$22,514	\$5,000	\$27,514
Court Security Building	\$58,724	\$4,500	\$63,224
Court Efficiency	\$679	\$150	\$829
Court Truancy Prevention Fund	\$9,160	\$5,000	\$14,160
Court Jury Fund	\$208	\$151	\$359

Court Security



Discussion of Court Security
assessment findings

Questions?

Hon. Judge Kimberly Keller and Ricardo Bautista

8/4/22

Backup Slides

...



FY 2022-23 Proposed Budget: HR & Communications

Joanna Merrill
August 4, 2022

Mission Statement

The Human Resources & Communications Department is committed to attracting, developing, and retaining a diverse workforce capable of providing quality services to the citizens of Fair Oaks Ranch, and to informing, educating, and engaging the citizenry through active City communications.

Department Core Services



Human Resources

Administration and Strategic Planning
Talent Management
Performance Management
Benefits, Wellness, & Compensation
Training and Development
Employee Recognition & Engagement
Risk Management



Communications

Administration and Strategic Planning
Media & Public Relations Management
External & Internal Communications Content Creation
Brand Development and Marketing
Emergency/Crisis Communications
Website & Social Media Management

Recent Accomplishments

Human Resources

- Designed & Implemented Core HRIS module within NeoGov
- Designed & Implemented the Insights module within NeoGov
- Implemented several new employee appreciation events and various morale enhancing programs throughout the year
- Negotiated a 0% net increase for Employee Health Benefits for the FY 2022-23 budget year
- Successfully transitioned pre-employment and post-accident screenings to a new vendor
- Planned, coordinated, and organized the logistics of a sold-out the State of the City Event

Recent Accomplishments

Communications

- Successfully designed & implemented the Livestreaming of Council Meetings
- Created a YouTube channel for the City of Fair Oaks Ranch and for the Municipal Court
- Incorporated new platforms such as LinkedIn and Twitter into our social media communications strategy.
- Enhanced educational videos regarding events, projects and safety initiatives.
- Developed a Communications & Public Engagement Procedure
- Onboarded new Multimedia Communications Specialist

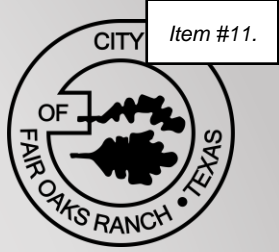
Performance Measures

Strategic Pillar	Performance Measure	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Projected	FY 2022-23 Goal
Operational Excellence	# of Separations / Hires	9 / 11	16 / 17	12 / 17	11 / 15
Operational Excellence	Avg. Annual Retention Rate	89.8%	88.3%	87.2%	90.0%
Operational Excellence	# Days Positions Vacant	30	45	60+	30
Operational Excellence	# of Followers**	1,679	2,723	9,142	9,600
Operational Excellence	Avg. # of People Reached**	2,464	4,663	36,830	38,672
Operational Excellence	# Social Media/Website Postings**	178	600	920	950

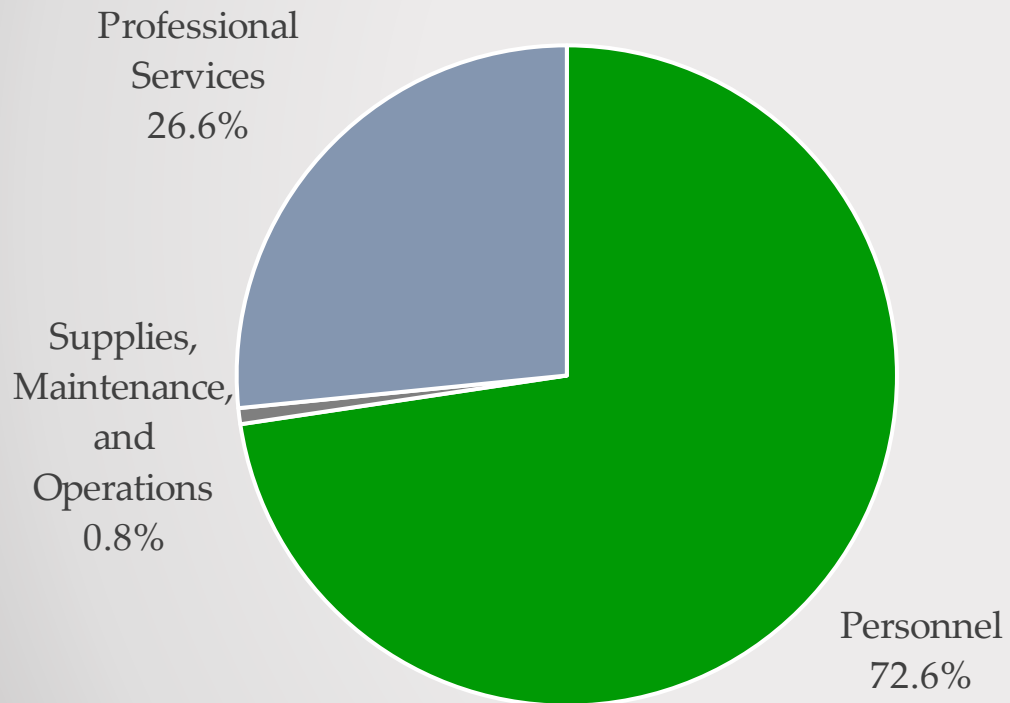
***Data prior to FY 2021-22 only measured Facebook*

***Data for FY 2021-22 Includes New Platforms (Nextdoor, Twitter, LinkedIn, YouTube)*

Proposed FY 2022-23 Budget: \$428,050

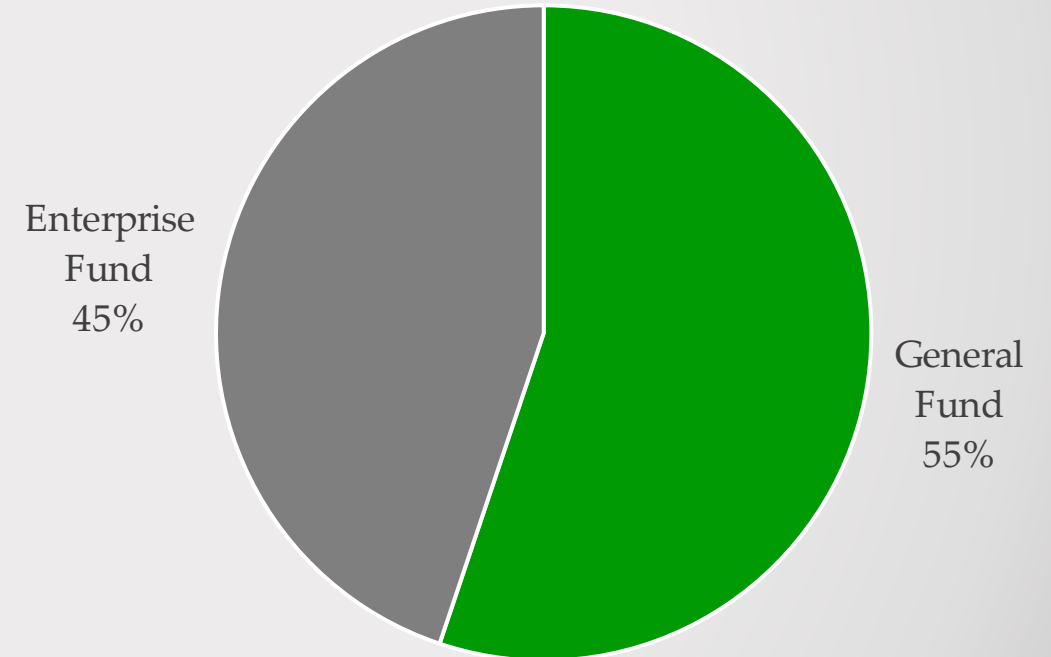


Budget by Category



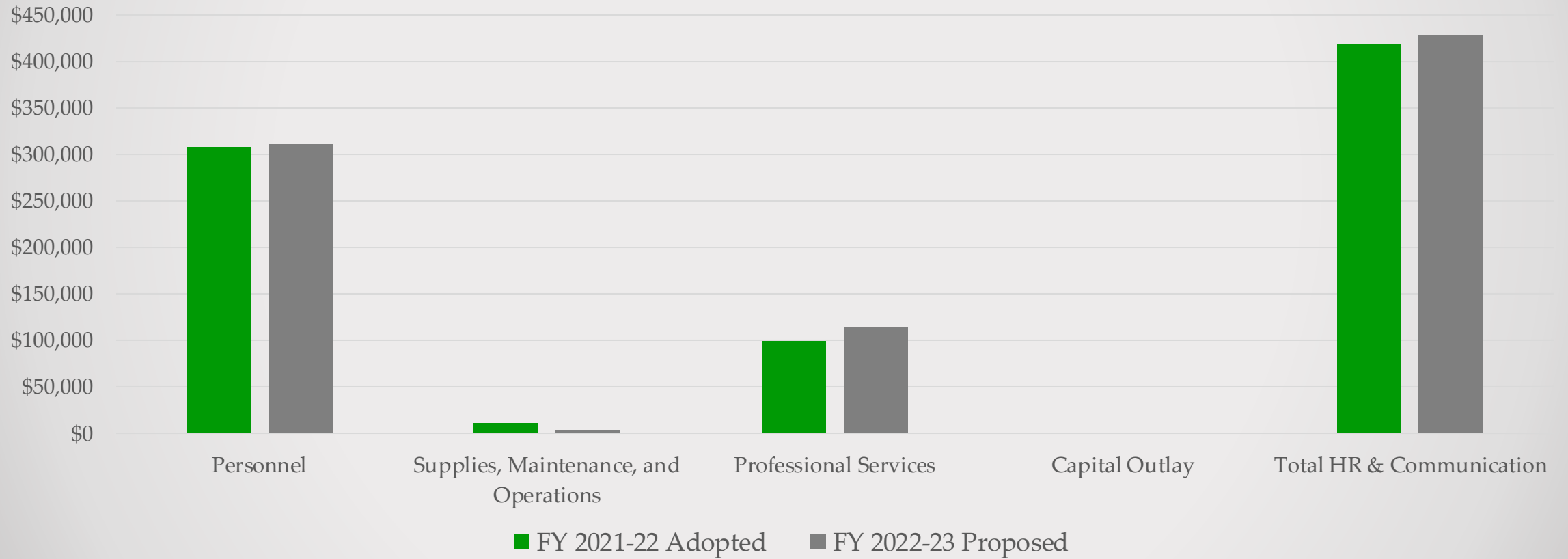
3 positions
0 vacancies

Budget by Fund



Changes to the Budget

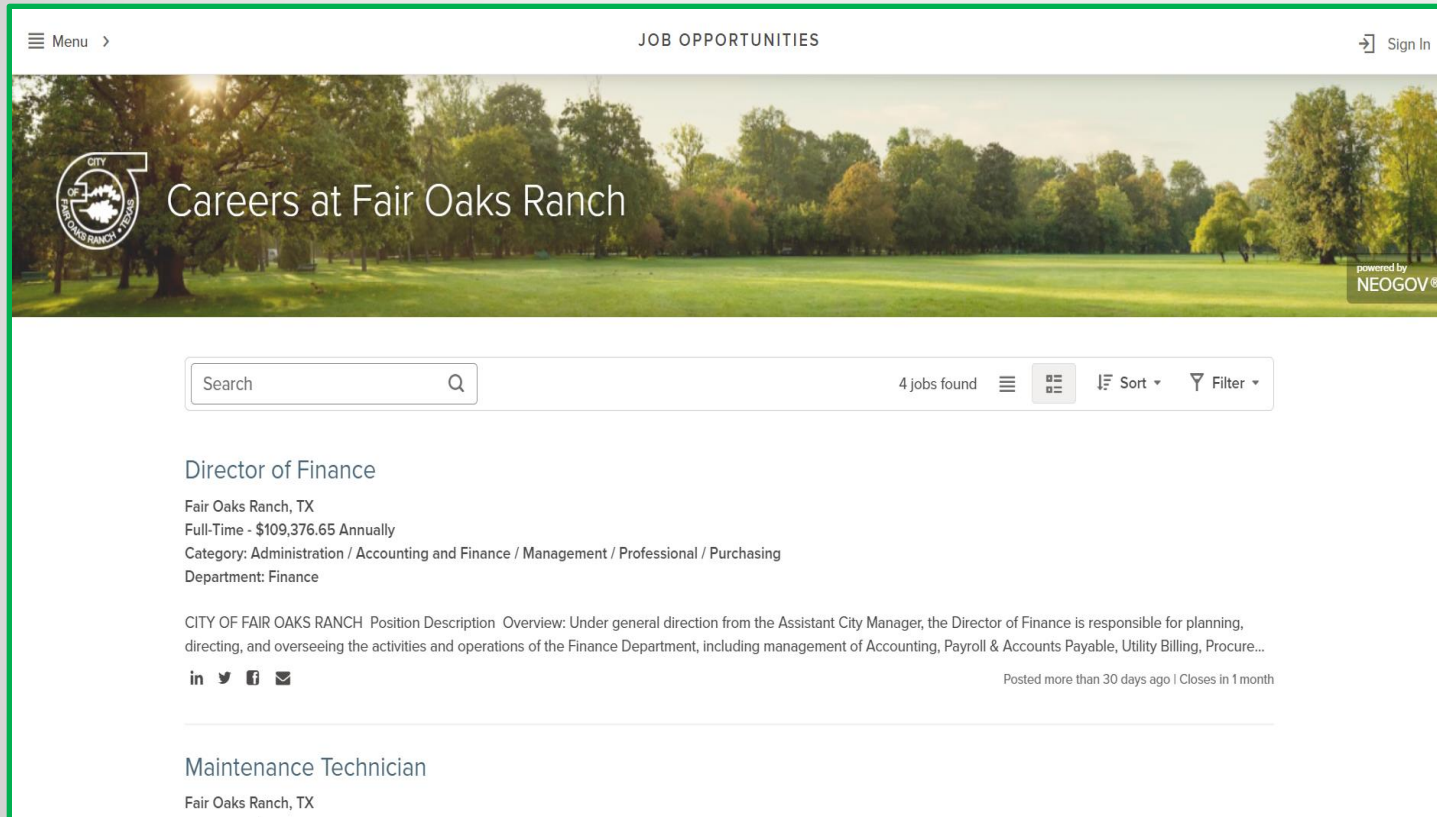
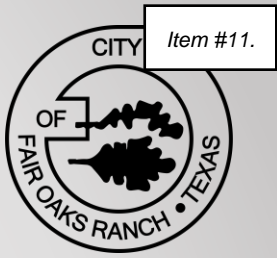
HR & Communications



Budget Highlights

- Decrease in Supplies, Maintenance, and Operations
 - Due to renovation related expenses that did not carry over to the new fiscal year
- Professional Services
 - Slight increases related to:
 - Increase in Annual Dues/Subscription Costs
 - Increases due to new Communications FTE
 - Recognition of Municipal Court Week & Municipal Clerk Week

Project Highlight



5.1.4 NeoGov HRIS Platform

Human Resources Information System implementation to improve efficiency and streamline processes.

Critical Dates

CORE Module – Completed 2021

InSight Module – Completed 2022

OnBoard Module – In Progress

% Completed: 37.5%

Project Highlight



5.1.5 Learning & Development Training Programs

SGR Courses

- Harassment Prevention, Leadership Compliance, Communication

TML Courses

- Supervisor/Management Trainings
- Risk Management

Annual Compliance Training

Internal Policy Training

Project Highlight



LIVE

STREAMING

5.2.5 Livestreaming

Researched, Designed, and Implemented a process for livestreaming public meetings

Critical Dates

Requested by Council – May 2021
Council Approved Purchase – Jan 2022
Equipment Ordered – Jan 2022
Equipment Installed – Mar 2022
1st Livestreamed Meeting – Apr 2022

% Completed: 100%



Questions?

Joanna Merrill

August 4, 2022

FY 2022-23 Proposed Budget: Finance

Summer Fleming

8/4/22

Mission Statement

The Finance Department is committed to ensuring and maintaining the financial integrity and stability of the City, and to proactively plan for future growth through the responsible management of the City's finances.

Department Core Services

Administration



Budget



Accounting



Procurement



Treasury



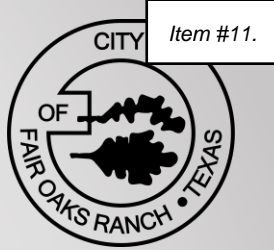
Recent Accomplishments

- Received GFOA Award for Excellence in Financial Reporting for the FY2020 Annual Comprehensive Financial Report and the GFOA Distinguished Budget Presentation Award for the City's FY2022 Budget.
- Completed the City's first Popular Annual Financial Report and submitted to GFOA Award Program.
- Completed ARPA Grant accounting and compliance reporting.
- Solicited and awarded contracts for \$1MM Street Maintenance Program, Chartwell Lane Realignment Project and WWTP Dewatering Project.
- Awarded 9 Engineering contracts for on-call consultants to design projects for the City over the next 4 years, negotiating hourly rates for a 4-year period to create consistency in budgeting.

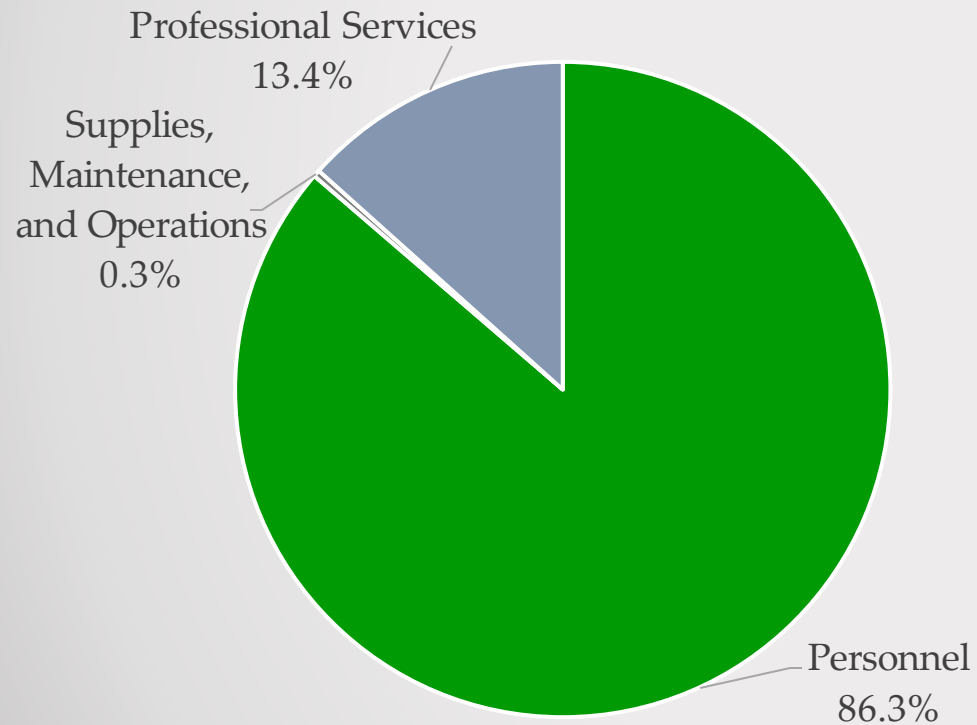
Performance Measures

Strategic Pillar	Performance Measure	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Projected	FY 2022-23 Proposed
Financial Integrity	Receive GFOA ACFR Award	Yes	Yes	Yes	Yes
Financial Integrity	Receive GFOA Budget Award	Yes	Yes	Yes	Yes
Financial Integrity	Clean Audit Finding	Yes	Yes	Yes	Yes
Financial Integrity	#Invoices Processed	2,287	2,227	2,385	2,350
Financial Integrity	#Months in GF Operating Reserve	7.3	7.0	6.4	6.0
Financial Integrity	#Purchases w/ Competitive Requirements	27	36	46	50

Proposed FY 2022-23 Budget: \$690,204

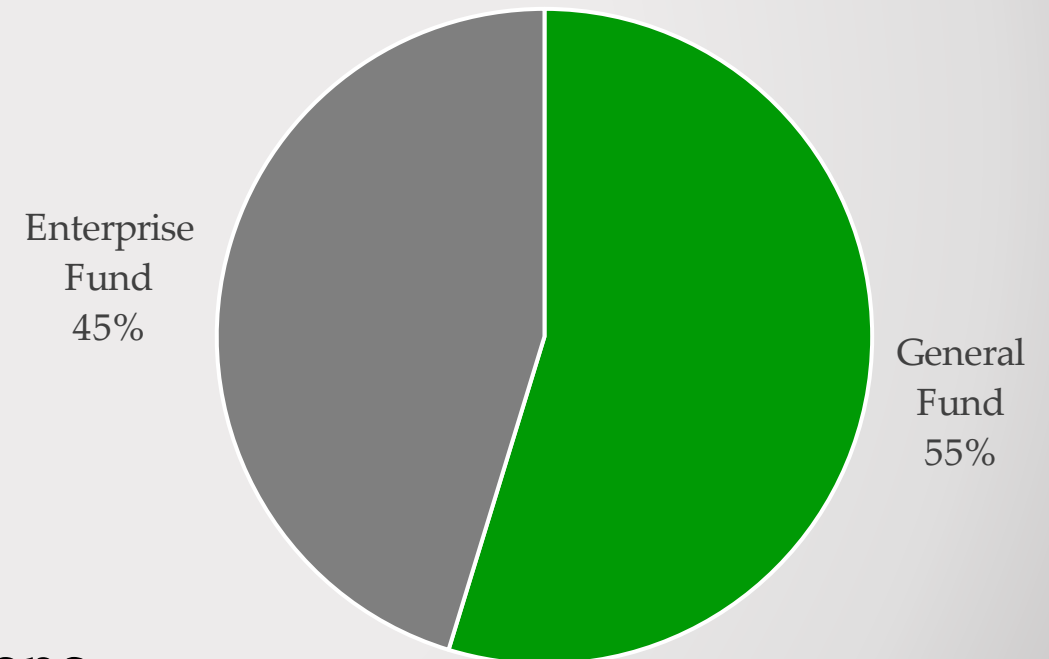


Budget by Category



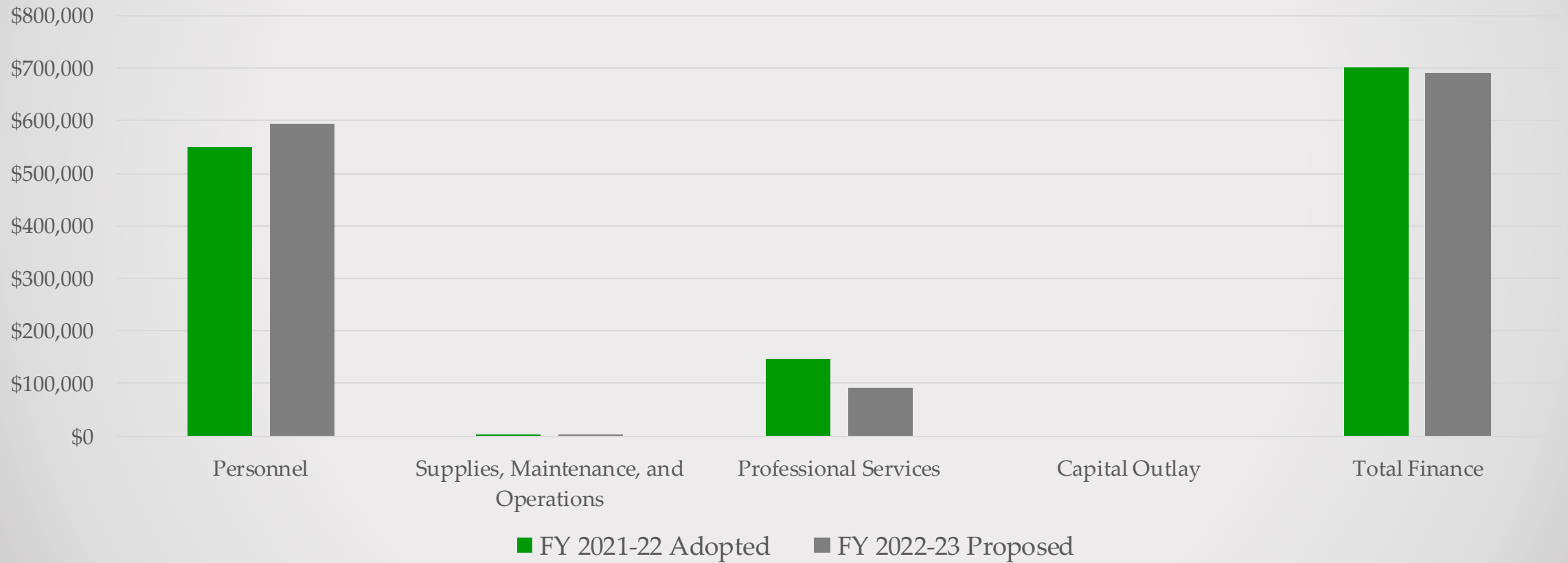
5 positions
1 vacancy

Budget by Fund



Changes to the Budget

Finance



Project Highlight

SAP 1.3 Develop Risk Mitigation Strategies

- Completed Internal Control Assessment fieldwork with RSM in June 2020
- Received Internal Control Framework in March 2021 from RSM.
- Reviewed framework and recommended controls with departments and obtained signoff of control owners
- Monitoring compliance with recommended controls and documenting feedback from control owners
- Plan to schedule an Internal Controls audit for FY 2024



Project Highlight

SAP 1.2 - Develop 5-Year Forecast

GovInvest Forecasting Software

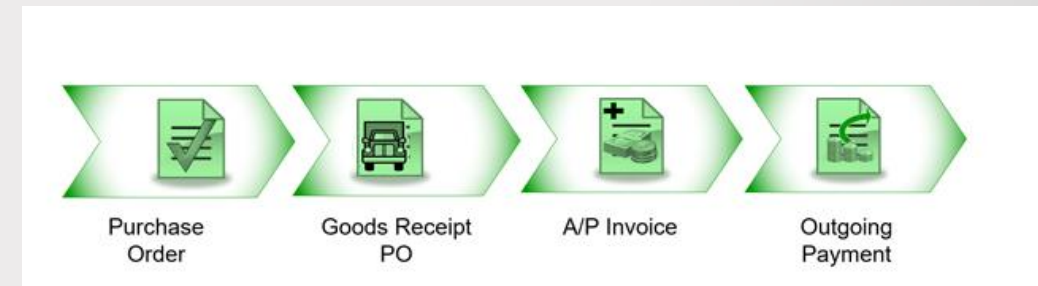
Critical Dates:

Procure system	08/2022
Input Historical Data	10/2022
Test Initial Data	01/2023
Roll out 5-yr Projection	03/2023



SAP 1.6 - Implement Procurement Function

- Revising Procurement Policy
- In the process of developing Standard Operating Procedures for PO Module and training materials for roll-out





Questions?

Summer Fleming, Interim Finance Director

8/4/22

FY 2022-23 Proposed Budget: Information Technology

Brian LeJeune

8/4/22

Mission Statement

Information Technology (IT) serves the City through a series of functions that include integrating software systems, providing cybersecurity and technology support, and negotiating and managing IT related contracts.

Department Core Services

- IT Administration
- Networking
- Support Services
- Cybersecurity

Recent Accomplishments

- Upgraded core network switch firmware
- Deployed TLS VPN – mostly eliminating the need for RDS
- Deployed laptops for Wastewater to utilize at Fire Station #3
- Assessed/mitigated environment related to Log4j vulnerability
- Restored a domain controller from backup after installing a bad patch published by Microsoft
- Assisted with City Hall Remodel Project quoting & IT implementation (ongoing)
- Deployed digital signatures for check signing

Recent Accomplishments *cont.*

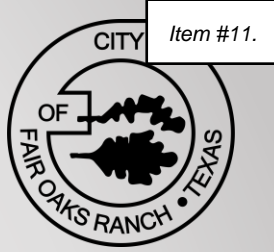
- Completed CJIS Audit in conjunction with our Police Department
- Deployed Vulnerability Scanner
- Oversaw the Bluum installation of the A/V system
- Deployed new hardware for staff
- Refreshed our six (6) copiers under one lease agreement
- Deployed SCADA viewer PC in Utilities

Performance Measures

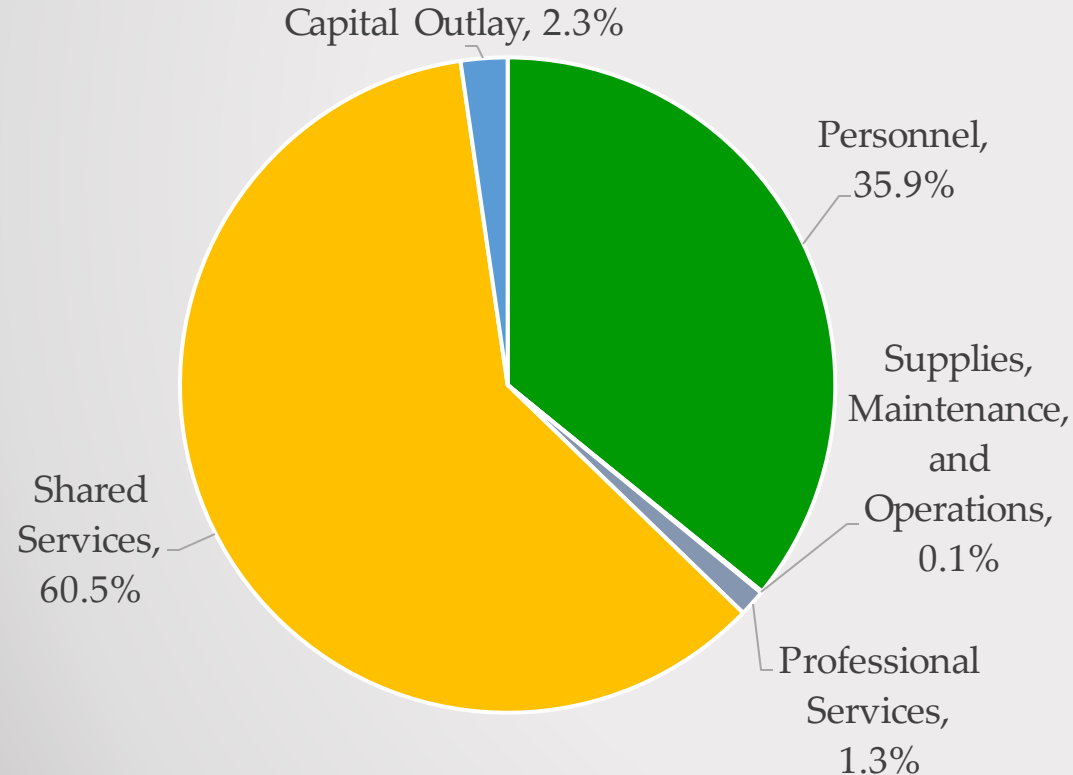
Strategic Pillar	Performance Measure	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Projected	FY 2022-23 Proposed
Operational Excellence	#Workstations Installed	19	20	21	10
Operational Excellence	#IT Tickets Resolved	2	707	750	800

New KPIs in development for FY 2022-23

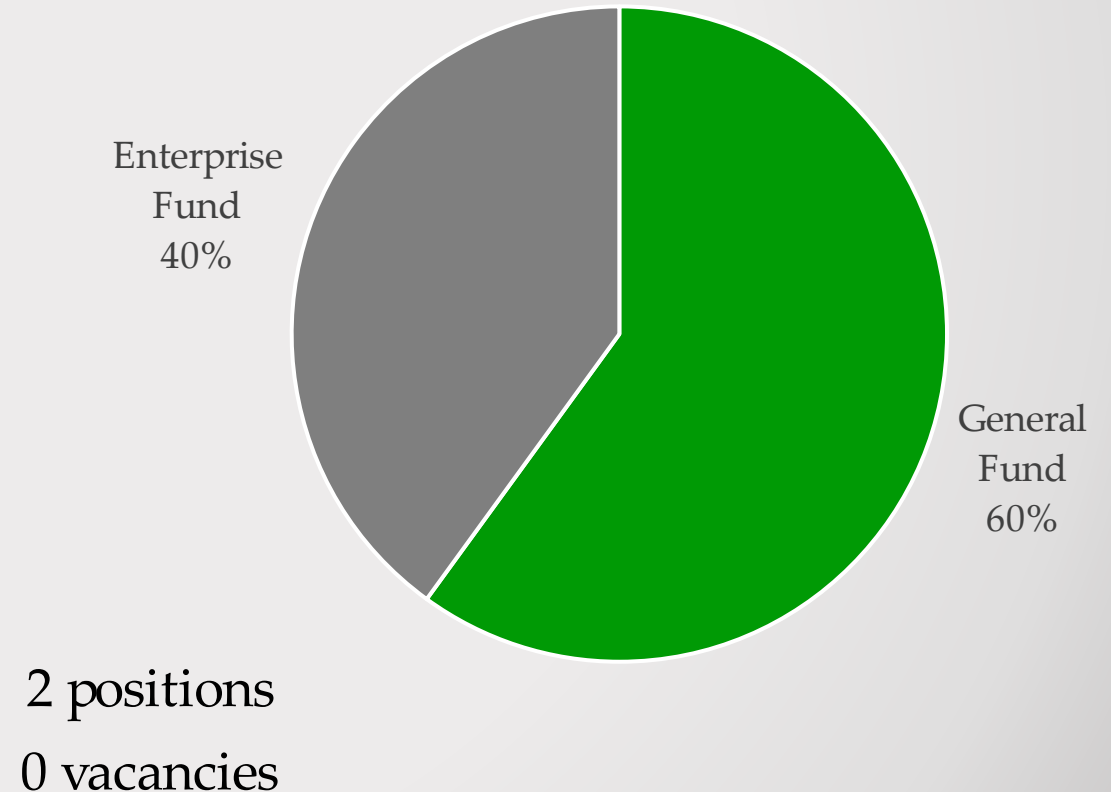
Proposed FY 2022-23 Budget: \$651,775



Budget by Category

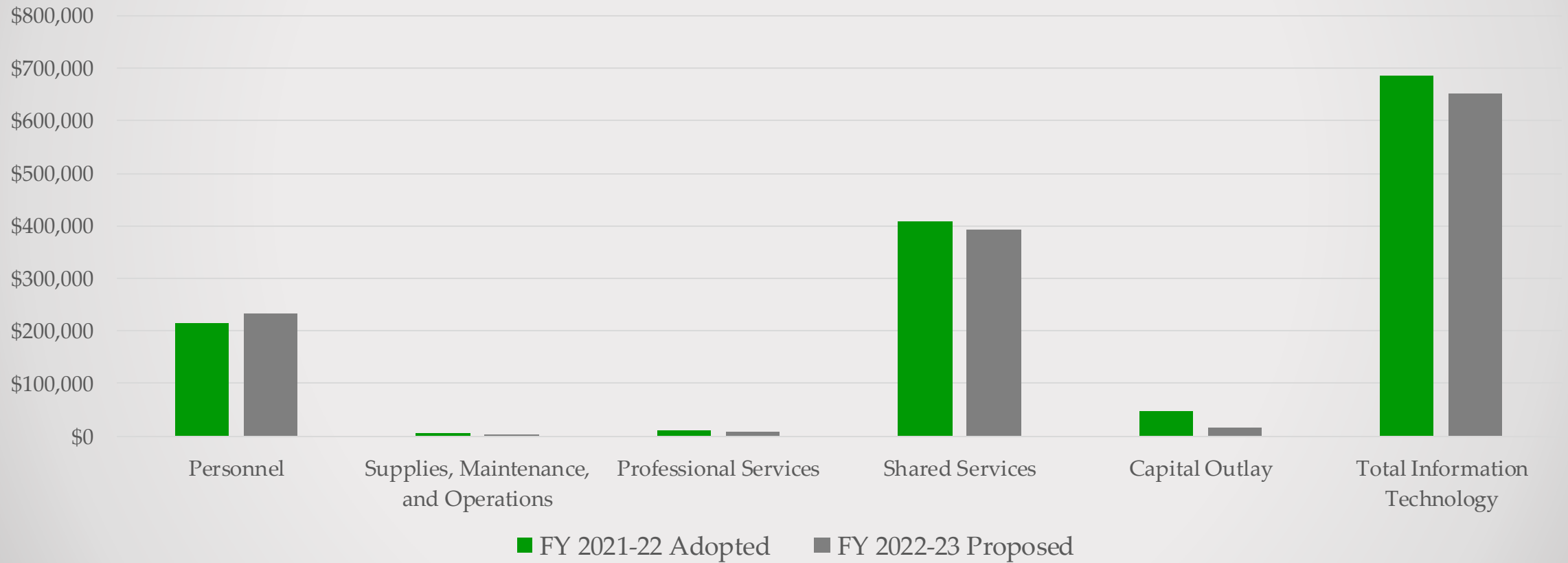


Budget by Fund



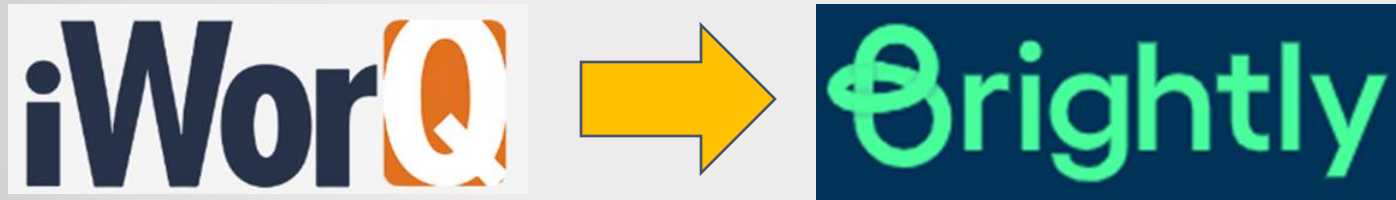
Changes to the Budget

Information Technology



Project Highlight

Update GIS Work Order System



Projected Budget: \$25,000

Description: Changing work order system from iWorQ to Brightly

Critical Dates:

Start Date 7/22/22

Substantial Completion 9/08/22

Final Completion 9/20/22

% Completed: 10%

Status Update: Conducted initial call and have scheduled dates in September for implementation.



Questions?

Brian LeJeune

8/4/22

Backup Slides

...



FY 2022-23 Proposed Budget: City Secretary

Christina Picioccio

8/4/22

Mission Statement

To ensure transparent and responsive government through appropriate recording and preservation of the City's legislative history and official records, to enhance service to the public, and to conduct fair and impartial City elections.

Department Core Services

- Administration: Oversees all department programs including establishing departmental budgets, goals, and controls.
- Agenda and Meeting Management: Responsible for agenda creation, publishing process for City Council, Board, Commission, and applicable Committee meetings consistent with Texas Open Meetings Act. Manages annual application and onboarding process for new members of Boards, Commissions, and Committees.
- Records Management and Open Records: Acts as the custodian of all official records of the City Council, managing, recording, and preserving records in accordance with Texas Local Government Code. Processes public information requests, responds to and maintains documentation in compliance with the Texas Public Information Act.
- Elections Administration: Oversees conducting fair and impartial City elections.

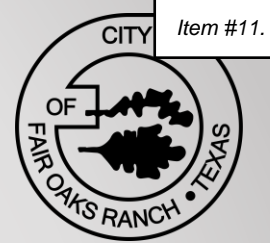
Recent Accomplishments

- Updated Records Management Plan and completed destruction of long term held paper records.
- Provided a majority of PIA responses in less than 6 days, despite the number of unprecedented PIA requests - 193 in FY 2020-21 (86 in FY 2019-20 & 73 in FY 2018-19).
- Initiated in-processing/orientation of committee members for Boards & Commissions: including in person training, digital training, opportunity for document submissions, and question and answer session.
- City Secretary attained the Texas Registered Municipal Clerk Credentialing. Currently the City Secretary and Deputy City Secretary both have this credentialing.

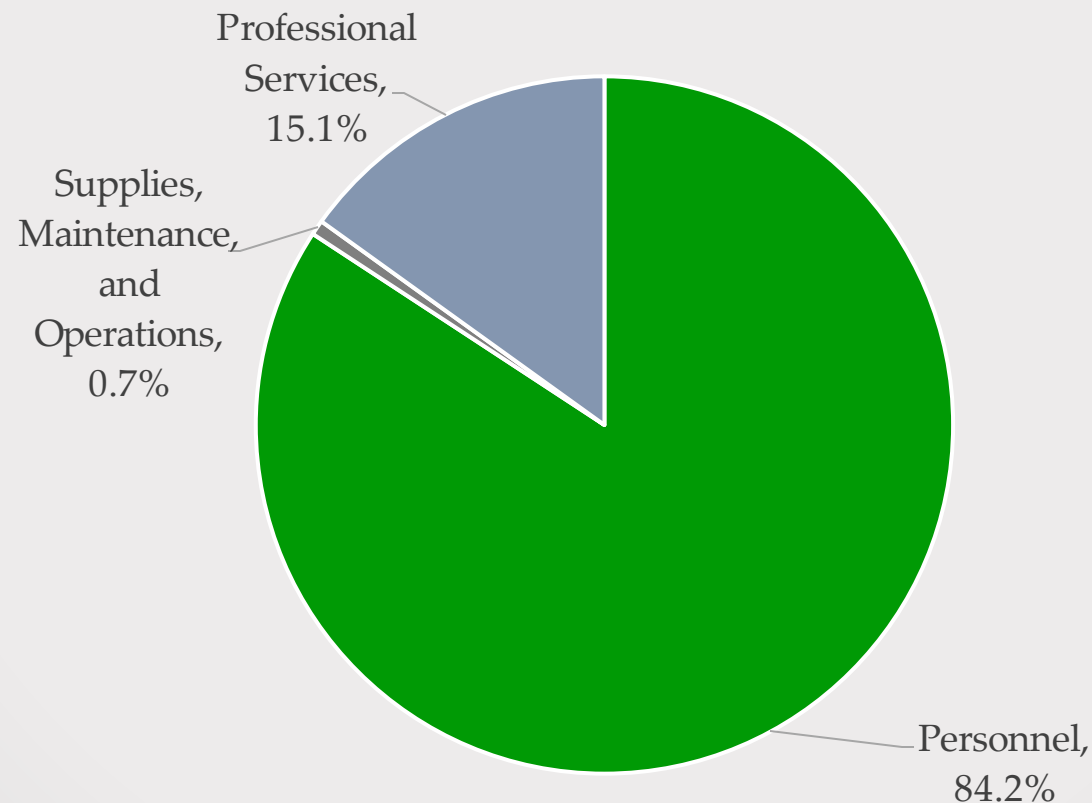
Performance Measures

Strategic Pillar	Performance Measure	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Projected	FY 2022-23 Proposed
Operational Excellence	# Agendas/ Minutes	56	70	60	60
Operational Excellence	#Ordinances and Resolutions Passed	57	40	28	30
Operational Excellence	#Public Information Requests Processed	86	193	70	90
Operational Excellence	Average Turnaround Time for PIA Requests (Managed by City)	N/A	4.89 Days	5.6 Days	6.0 Days

Proposed FY 2022-23 Budget: \$241,690



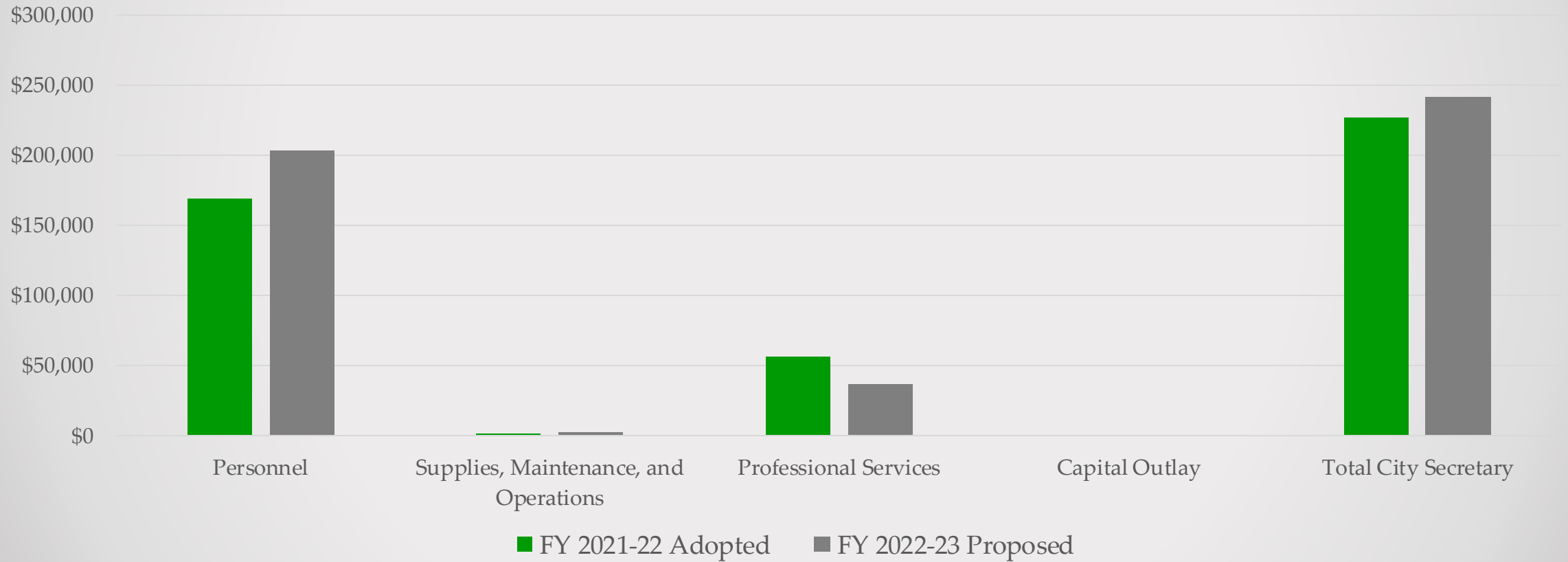
Budget by Category



2 positions
0 vacancies

Changes to the Budget

City Secretary



Budget Considerations

- Digitization – Software and Scanning Components
- Volunteers Recognition Event (currently funded at \$5,000)
- Recodification of Code of Ordinances

Item #11.



Page 91



Questions?

Christina Picioccio

8/4/22