



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, December 19, 2024 at 6:30 PM

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

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

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

Amanda Valdez, TRMC, Alamo Chapter President

CONSENT AGENDA

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

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

Christina Picioccio, TRMC, City Secretary

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

Christina Picioccio, TRMC, City Secretary

7. Approval of a resolution authorizing the execution of a Purchase Order with Apollo Information Systems, Corp. for an IT assessment

Brian Lejeune, IT Manager

8. Approval of a resolution to appoint Mr. Ed Barron to the Kendall Appraisal District Board of Directors for a two-year term, commencing January 1, 2025, and concluding December 31, 2026

Gregory C. Maxton, Mayor

CONSIDERATION/DISCUSSION ITEMS

- [9.](#) Consideration and possible action accepting a private donation to the City of Fair Oaks Ranch Police Department

Todd Smith, Interim Chief of Police

- [10.](#) Consideration and possible action approving a resolution authorizing the execution of a Purchase Order with Innovation Network Technologies for a partial network refresh

Brian LeJeune, IT Manager

- [11.](#) Consideration and possible action approving the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025

Summer Fleming, CGFO, Director of Finance

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

Scott M. Huizenga, ICMA-CM, City Manager

- [13.](#) Consideration and possible action approving a resolution adopting a City of Fair Oaks Ranch Public Improvement District policy

Scott M. Huizenga, ICMA-CM, City Manager
T. Daniel Santee, City Attorney

WORKSHOP

- [14.](#) Noble Lark Speed Limit

Carole Vanzant, CPM, Assistant City Manager
Grant Watanabe, P.E., Director of Public Works and Engineering Services

REQUESTS AND ANNOUNCEMENTS

15. Announcements and reports by Mayor and Council Members
16. Announcements by the City Manager
17. Requests by Mayor and Council Members that items be placed on a future City Council agenda

CONVENE INTO EXECUTIVE SESSION

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

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

18. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas
19. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows

Sec. 551.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

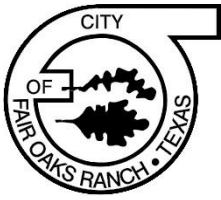
Signature of Agenda Approval: s/Gregory C. Maxton

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, 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, December 16, 2024 and remained so posted continuously for at least 72 hours before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting.

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



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, November 21, 2024 at 6:30 PM

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

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

Council Present: Mayor Maxton and Council Members: Stroup, Olvera, and Koerner

Council Absent: Council Members: Rhoden and Parker

With a quorum present, the meeting was called to order at 6:31 PM.

2. Pledge of Allegiance – The Pledge of Allegiance was recited in unison.

CITIZENS and GUEST FORUM

3. Citizens to be heard – No citizens asked to be heard.

CONSENT AGENDA

- 4. Approval of the October 17, 2024 Regular City Council meeting minutes.**
- 5. Approval of a resolution approving the 2024 property tax levy roll for the City of Fair Oaks Ranch, Texas**
- 6. Approval of the second reading of an ordinance amending the City Council Meeting Rules of Procedure, identifying procedures and guidelines for the approval of Council Member absences from Council Meetings**
- 7. Approval of a resolution casting votes for candidates for the Boards of Directors for Bexar and Comal Appraisal Districts for 2025**
- 8. Approval of a resolution authorizing the execution of a change order with Patti Engineering for electrical improvements at Well #26**
- 9. Approval of a resolution authorizing the execution of agreements with Maguire Iron, Inc. for water tank maintenance services**
- 10. Approval of a resolution authorizing the execution of an agreement with Maguire Iron, Inc. for the Water Plant 5 Ground Storage Tank project**
- 11. Approval of Council Member Rhoden's absence from the November 21, 2024 Regular City Council meeting**

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

VOTE: 4 - 0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

12. Consideration and possible action approving a resolution authorizing the execution of an Interlocal Agreement with Bexar County for the Old Fredericksburg Road Water Line Replacement Project

MOTION: Made by Council Member Koerner, seconded by Council Member Stroup, to approve a resolution authorizing the execution of an Interlocal Agreement with Bexar County for the Old Fredericksburg Road Water Line Replacement Project.

VOTE: 4 - 0; Motion Passed.

13. Consideration and possible action approving the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025

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

VOTE: 4 - 0; Motion Passed.

REQUESTS AND ANNOUNCEMENTS

14. Announcements and reports by Mayor and Council Members.

Council Member Stroup announced the annual Tara’s Turkey Trot benefiting the Hill Country Pregnancy Care Center beginning at 8612 Fairway Greens on November 8, 2024 at 8:00 AM.

Mayor Maxton announced that the City of Fair Oaks Ranch has partnered with Boerne Police Department and the Kendall County Sheriff’s Department for a Blue Santa toy drive. Mayor Maxton asked for donations of new unwrapped toys for children aged Infant – 16 years. He announced several locations in the City where donation boxes are located. Lastly, Mayor Maxton announced the closure of City Hall on November 28-29, 2024 in observance of the Thanksgiving holiday. He wished everyone a Happy Thanksgiving on behalf of City Council and staff.

15. Announcements by the City Manager.

N/A

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

N/A

CONVENE INTO EXECUTIVE SESSION

City Council did not convene into closed session regarding:

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

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

- 19. 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

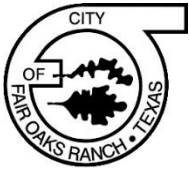
ADJOURNMENT

Mayor Maxton adjourned the meeting at 6:45 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, December 05, 2024 at 6:30 PM

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

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

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

Council Absent: Council Members: None

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.

David Fairhurst, resident, spoke on behalf of the Fair Oaks Ranch Homeowners Association, regarding concerns about the impact of TxDOT's widening of FM 3351 on the community's trail system. While the project includes a trail for joggers and hikers, it does not accommodate horses. As a member of a committee focused on reconnecting the trail, Mr. Fairhurst suggested that the Corley Tract development could present an opportunity to address this issue and encouraged Council to consider it.

PRESENTATIONS

4. Presentation of a 5-Year Service Award to: Clayton Hoelscher, Procurement Manager

Joanna Merrill, PSHRA-SCP, Director of HR and Communications, presented a 5-Year Service Award to Procurement Manager Clayton Hoelscher

5. Presentation of a 15-Year Service Award to: Christina Picioccio, TRMC, City Secretary

Joanna Merrill, PSHRA-SCP, Director of HR and Communications, presented a 15-Year Service Award to City Secretary Christina Picioccio

CONSENT AGENDA

6. Approval of the November 7, 2024 Regular City Council meeting minutes

7. Approval of a resolution authorizing the execution of an agreement with Clark Construction of Texas, Inc. for milling and overlay repairs on Battle Intense

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

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

VOTE: 6 - 0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

9. Consideration and possible action to approve a resolution authorizing execution of an amendment to the Interlocal Agreement between the City of Fair Oaks Ranch and the Fair Oaks Ranch Municipal Development District, execution of all applicable documents by the City Manager, and providing an effective date

MOTION: Made by Council Member Koerner, seconded by Council Member Olvera, to approve a resolution authorizing execution of an amendment to the Interlocal Agreement between the City of Fair Oaks Ranch and the Fair Oaks Ranch Municipal Development District.

VOTE: 6 - 0; Motion Passed.

10. Consideration and possible action approving a resolution authorizing the execution of a work authorization with Kimley-Horn and Associates, Inc. for engineering services for the WWTP Phase 1 Expansion Project

MOTION: Made by Council Member Rhoden, seconded by Council Member Stroup, to approve the resolution authorizing the execution of a work authorization with Kimley-Horn and Associates, Inc. for engineering services for the WWTP Phase 1 Expansion Project, expenditure of the required funds up to \$604,906, and execution of all applicable documents by the City Manager.

VOTE: 6 - 0; Motion Passed.

11. Consideration and possible action of a Master Development Plan from Athena Domain, LLC, for an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, in furtherance of the applicant's request for Water and Wastewater CCN incorporation

MOTION: Made by Council Member Stroup, seconded by Council Member Parker, to approve the Master Development Plan for an 80.69-acre parcel of land located at 29580 Ralph Fair Road, a portion of the Corley Tract, in furtherance of the applicant's request for water and wastewater CCN incorporation, with the following conditions:

1. The Master Development Plan for Phase I shall not exceed 139 LUEs (water) and 137 LUEs (wastewater).
2. The Developer shall "loop" the water system by connection to existing waterline mains to the north at the Arbors Subdivision and to the south at the intersection of Ralph Fair Road and Dietz Elkhorn Road.
3. The Developer shall conduct a FEMA CLOMR/LOMR study and obtain approval prior to submission of the Final Plat if altering the boundary of the 100-year floodplain.

- 4. The Developer shall enter into a water and wastewater service agreement with the City to memorialize the number of units, LUEs, related fees, and any cost sharing arrangement for off-site infrastructure upgrades necessary to serve the development.
- 5. The Master Development plan for Phase I will be a gated community with private streets.

VOTE: 6 - 0; Motion Passed.

12. Consideration and possible action approving a resolution ordering a Special Election for the unexpired term of Council Place 6 to be held February 25, 2025 to be contracted with Kendall County Elections, and to authorize the City Manager to execute said agreement

MOTION: Made by Council Member Rhoden, seconded by Council Member Olvera, to approve a resolution ordering a Special Election for the unexpired term of Council Place 6 to be held February 25, 2025 to be contracted with Kendall County Elections, and to authorize the City Manager to execute said agreement.

VOTE: 6 - 0; Motion Passed.

WORKSHOP

13. Drought Contingency Plan Workshop

Kelsey Delgado, Environmental Program Manager, led a workshop with Council regarding proposed updates to the Drought Contingency Plan. Council provided staff direction to bring back an ordinance at a future meeting transitioning into a 4 stage plan.

REQUESTS AND ANNOUNCEMENTS

14. Announcements and reports by Mayor and Council Members

Council Member Stroup announced the Voss Middle School theater program's upcoming play, with performances scheduled at the school campus on December 6, 2024, at 7:00 PM; December 7, 2024, at 7:00 PM; and December 8, 2024, at 6:00 PM.

Mayor Maxton announced that the City, in partnership with the Fair Oaks Ranch Homeowners Association, will host the "Santa on the Ranch" event on Sunday, December 8, 2024, at City Hall from 2:00 to 5:00 PM. The event location was moved to City Hall due to anticipated inclement weather on Saturday and will feature Santa and Mrs. Claus, food trucks, games, music, and other festivities. The Mayor also announced that the State of the City event is scheduled for January 30, 2025, at 7:00 PM at Spring Creek United Methodist Church. He encouraged residents to stay tuned for additional details from the City on how to attend. Additionally, Mayor Maxton reminded residents that the Police Department is accepting donations of new, unwrapped toys for children aged infant to 16 years old as part of the annual Blue Santa Toy Drive. Donations can be dropped off at several locations in the City, including City Hall, until December 18, 2024.

15. Announcements by the City Manager

N/A

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

N/A

CONVENE INTO EXECUTIVE SESSION

City Council convened into closed session at 7:55 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:

- 18. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows

City Council did not convene into closed session regarding:

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

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

Sec. 551.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

City Council reconvened into open session at 9:02 PM. No action was taken.

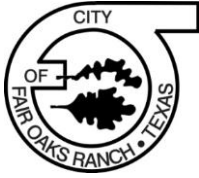
ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:02 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 a resolution authorizing the execution of a Purchase Order with Apollo Information Systems, Corp. for an IT assessment

DATE: December 19, 2024

DEPARTMENT: Information Technology

PRESENTED BY: Consent Item: Brian LeJeune, IT Manager

INTRODUCTION/BACKGROUND:

The City's most recent Infrastructure Technology (IT) Assessment was completed in May 2020. The FY 2023-24 Budget included a new assessment, which was delayed pending a grant award from the State and Local Cybersecurity Grant Program (SLCGP). If awarded, the SLCGP grant would provide a maximum reimbursement of \$35,040 for this project.

The proposed assessment will identify vulnerabilities in technical implementations, as well as IT policies and procedures. The findings will also serve as a critical resource for the consultant selected to develop the City's IT Master Plan.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Meets Strategic Action Plan item 5.5 to Evaluate and Update IT Infrastructure, Software, and Security.
- Complies with Procurement Requirements.
- Supports all components of the City by identifying areas to reduce the City's IT security risk.

The City will purchase this by utilizing the Texas Department of Information Resources (DIR) Purchasing Cooperative. Utilizing DIR fulfills our competitive requirements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

This assessment is included in the FY 2024-25 budget. The cost for the IT assessment is \$68,260.00 and anticipated to be completed in March 2025. The results of this assessment will be used to inform the development of the IT Master Plan and FY 2025-26 budget.

LEGAL ANALYSIS:

The City's standard Purchase Order will be issued to Apollo Information Systems, Corp. for this purchase.

RECOMMENDATION/PROPOSED MOTION:

Consent Item - I move to approve a resolution authorizing the City Manager to execute a Purchase Order with Apollo Information Systems, Corp. in an amount not to exceed \$68,260.00.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH APOLLO INFORMATION SYSTEMS, CORP. FOR AN IT ASSESSMENT, 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 an IT Assessment; and

WHEREAS, the City is executing this agreement in accordance with Texas Local Government Code 791 by utilizing a Texas Department of Information Resources Cooperative Purchasing Agreement; and

WHEREAS, the total cost for the assessment is \$68,260.00; and

WHEREAS, this agreement will provide analysis of the City’s current IT infrastructure and provide recommendations; and

WHEREAS, the City Council of the City of Fair Oaks Ranch supports the project and authorizes the execution of an agreement with Apollo Information Systems, Corp. **(Exhibit A)**.

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

Section 1 The City Council hereby authorizes the City Manager to execute an agreement with Apollo Information Systems, Corp. for an IT Assessment, to expend required funds up to \$68,260.00 and to execute any and all applicable documents to effectuate this resolution.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

Section3. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 4. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 19th day of December 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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



Purchase Order

City of Fair Oaks Ranch

PURCHASE ORDER # 12202024CH

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: Apollo Information Systems, Corp.
1 Chisholm Trail Rd., Suite G100
Round Rock, TX 78681

SHIP TO: City of Fair Oaks Ranch
ATTN: Brian LeJeune
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
210-698-0900

Vulnerability Assessment, Testing, and Tabletop Exercise

\$68,260.00

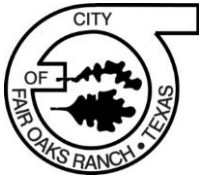
Reference DIR Contract # DIR-CPO-4868

Note: Please send registration information for hardware items to itwarranty@fairoaksranchtx.org

Please send registration information for software items to licensing@fairoaksranchtx.org

Authorized By: _____

Date: _____



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

AGENDA TOPIC: Approval of a resolution to appoint Mr. Ed Barron to the Kendall Appraisal District Board of Directors for a two-year term, commencing January 1, 2025, and concluding December 31, 2026

DATE: December 19, 2024

DEPARTMENT: City Council

PRESENTED BY: Consent Item: Gregory C. Maxton, Mayor

INTRODUCTION/BACKGROUND:

Pursuant to Section 6.03 (a) of the Texas Tax Code, appraisal districts are governed by a Board of Directors. On September 14, 2022, the Kendall Appraisal District notified the mayor of Mr. Bud Paulson’s current term to the KAD Board of Directors would expire on December 31, 2024.

The letter states that individuals eligible to serve on the Board must be residents of the appraisal district and must have resided within the district for at least two years immediately preceding their appointment.

Historically, the Kendall Appraisal District utilized cumulative voting based on each taxing entity’s levy. However, beginning in 2022, Board terms are determined by appointment, eliminating the need for a vote. Fair Oaks Ranch has one position on the Board of Directors for the Kendall Appraisal District. The City’s failure to appoint an individual by December 31, 2024 would result in losing the City’s position on the board.

The City must notify the Kendall Appraisal District of Mr. Paulson’s reappointment or replacement before December 31, 2024 (Section 6.03 (l)). Mr. Paulson, a resident of Fair Oaks Ranch in Kendall County, has served on the Board since 2013 and has expressed his desire to conclude his service at the end of his term.

To fill the impending vacancy, the City advertised the position on its website and social media platforms. Mr. Ed Barron submitted an application on November 20, 2024 (**Exhibit A**). Mr. Barron is a resident of Kendall County and has lived in the County for 16 years.

I respectfully request City Council’s approval to appoint Mr. Ed Barron to the Kendall Appraisal District Board of Directors for a two-year term, effective January 1, 2025.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Follows Texas Tax Code on appointments to the District’s Board of Directors
2. Ensures city representation on the Kendall Appraisal District Board
3. Confirms Mr. Barron’s, a resident and city volunteer, desire to serve on the Board

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution to appoint Mr. Ed Barron to the Kendall Appraisal District Board of Directors for a two-year term, commencing January 1, 2025, and concluding December 31, 2026.



Exhibit A

Item #8.

CITY OF FAIR OAKS RANCH
7286 DIETZ ELKHORN | FAIR OAKS RANCH, TX 78015 | 210-698-0900
APPLICATION TO SERVE ON THE KENDALL COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS

This document becomes a public record upon filing and is subject to the Texas Public Information Act.

Applicant Name: Ed Barron Email: ebarronsa@gmail.com
Home Address: 30829 Man O War Fair Oaks Ranch, TX 78015
Contact Phone #: 210-771-8019 Business Phone #: Extension:
Kendall County Resident? YES Years of Residency: 16 years
Occupation: Semi-Retired Real Estate Developer, Homebuilder and Investor
Education: University of Texas San Antonio 1979 BBA - Accounting

Why are you interested in serving on the Kendall County Appraisal District Board of Directors?

It is important for the residents of Kendall County as well as the taxing districts have fair and accurate appraisals of the properties located in the County. Unlike many appraisal districts, Kendall County Appraisal District has the reputation of being fair to all parties. I want to continue to ensure KCAD keeps that reputation.

What special knowledge or experience do you have to fill this role?

With over 44 years in the real estate industry, I believe I have the experience necessary to serve on the board. Over the years, my companies, as well as me personally have owned thousands of properties across the State giving me a good perspective of how real estate is valued. I have been involved in all types of real estate - residential, commercial, farm and ranches, as well as personal property. Additionally, I have served on numerous boards in the real estate industry as well as nonprofit boards.

How can your contribution be a benefit to the Kendall County Appraisal District Board of Directors?

Having dealt with numerous appraisal districts across the state has given me unique insight into how the appraisal process works, how some appraisal districts work to ensure all parties are treated fairly, while other districts appear to have a bias. I believe these experiences along with my knowledge gained from being in the real estate industry, and various board positions can help KCAD maintain their reputation of being fair, impartial and professional to all parties involved in the appraisal process.

Applicant Signature: Ed Barron

Date: 11/20/24

Certification

I am not employed by the City of Fair Oaks Ranch. If appointed, I will notify the City of any changes in my residence or business, or of any other relevant changes that would affect my appointment. I will also notify the City if any potential conflicts of interest arise. I recognize that my appointment requires my regular attendance and participation at scheduled meetings.

In filing this application, I understand that it becomes a part of the public records of the City of Fair Oaks Ranch*.

I further understand and acknowledge that by signing this Application. I certify that all information on this Application is complete, truthful and accurate to the best of my knowledge.

Applicant Signature: Ed Barron

Date: 11/20/24

Drop off, mail, fax or email completed application to be considered for the Kendall County Appraisal District Board of Appeals. (A photocopy of this application shall be as valid as the original)

Applications are due by end of day, November 30, 2024 to:

City of Fair Oaks Ranch
Christina Picioccio, City Secretary
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
210-698-0900 (Office) Ext. 214
210-409-2556 (Mobile)
210-698-3565 (Fax)
citysec@fairoaksranchtx.org

Thank you for your interest in serving the City of Fair Oaks Ranch!

A RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS
APPOINTING A CANDIDATE TO FILL A VACANCY ON THE KENDALL COUNTY
APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the City of Fair Oaks Ranch has received notice that the current two-year term filled by Mr. Bud Paulson for the Kendall County Appraisal District Board of Directors will expire on December 31, 2024, and

WHEREAS, in accordance with Texas Tax Code Section 6.03(l), the City of Fair Oaks Ranch as a taxing entity in Kendall County may reappoint or replace by resolution adopted by the Fair Oaks Ranch City Council, a candidate for this position, and

WHEREAS, Mr. Paulson has requested not to be reappointed for another term, and

WHEREAS, Mr. Ed Barron has expressed interest in serving on the Kendall County Appraisal District Board of Directors, and

WHEREAS, the City Council of the City of Fair Oaks Ranch deems it appropriate to appoint Mr. Barron to the Kendall County Appraisal District Board of Directors.

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

Section 1. The City Council of the City of Fair Oaks Ranch hereby appoints Mr. Ed Barron to fill the Kendall County Appraisal District Board of Directors starting January 1, 2025, until December 31, 2026.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 4. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 19th day of December 2024.

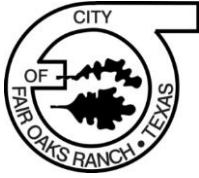
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action accepting a private donation to the City of Fair Oaks Ranch Police Department

DATE: December 19, 2024

DEPARTMENT: Police Department

PRESENTED BY: Todd Smith, Interim Chief of Police

INTRODUCTION/BACKGROUND:

In December 2021, Mr. and Mrs. John Lolatte presented a donation of \$3,000 to the Fair Oaks Ranch Police Department in appreciation for our response to a burglary in progress call at his residence. The City Council approved acceptance of this donation, which was used to purchase three new ballistic vests to the officers that responded. Mr. and Mrs. Lolatte donated an additional \$2,000 in December of 2022 and December 2023.

In November 2024, Mr. Lolatte reached out to Mayor Maxton to express his desire to provide another donation of \$2,000 to the Fair Oaks Ranch Police Department in appreciation of its service to the City.

If accepted by City Council, Mr. and Mrs. Lolatte's donation will supplement the Police Department's existing budget towards improving our workplace atmosphere with professional photos of our Officers, mounted on canvas frames to display inside our facilities. This will contribute to increasing morale and improving our workplace design in a way for us to display the value of our officers everyday and during tours.

The Police Department would like to thank Mr. & Mrs. Lolatte for their donation and continued support.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- The city council must approve private donations to the city.
- This donation supplements the departments current budget by allowing the purchase of needed supplies and equipment earlier than anticipated.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve the City's acceptance of a private monetary donation to purchase equipment for the Police Department in the amount of \$2,000



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

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of a Purchase Order with Innovation Network Technologies for a partial network refresh
DATE: December 19, 2024
DEPARTMENT: Information Technology
PRESENTED BY: Brian LeJeune, IT Manager

INTRODUCTION/BACKGROUND:

The City's current firewall and other network equipment is outdated and will no longer be supported after March 2025. Some of these devices manage critical data services like water plant controls, payment processing, and police video transfers. Replacing and upgrading this infrastructure will fix issues like capacity limits, security vulnerabilities, and connectivity problems, ensuring the City stays compliant with security standards. Newer equipment will improve security and performance. The proposed replacement and upgrade is essential as the City increasingly relies on internet-connected services. This proactive measure addresses a known issue that is expected to be identified as a high priority in the upcoming IT Master Plan.

Below is an outline of the equipment scheduled to be included in this purchase:

Equipment	Status
Firewalls	Replacement – end of life
Wireless Access Points	Replacement – end of life
Network Switches	Replacement – end of life
Fiber Switch Aggregator	New - to increase capacity

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Meets Strategic Action Plan item 5.5 to Evaluate and Update IT Infrastructure, Software and Security.
- Entering into a one (1) year agreement allows the City to purchase necessary support for this new City owned equipment.
- Complies with Procurement Requirements.
- Supports the City by ensuring infrastructure is properly updated.

The City will purchase this by utilizing the Texas Department of Information Resources (DIR) Purchasing Cooperative. Utilizing DIR fulfills our competitive procurement requirements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The cost for this project is \$88,049.10, which includes contingency. A proposed budget amendment to fund this project follows this agenda item.

LEGAL ANALYSIS:

The City's standard Purchase Order will be issued to Innovation Network Technologies for this purchase.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the execution of a Purchase Order with Innovation Network Technologies for a partial network refresh.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH INNOVATION NETWORK TECHNOLOGIES; EXPENDITURE OF THE REQUIRED FUNDS; AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch (the “City”) has IT infrastructure that needs to be replaced; and

WHEREAS, the City is purchasing this in accordance with Texas Local Government Code 791 by utilizing a Texas Department of Information Resources Cooperative Purchasing Agreement; and

WHEREAS, the total cost for replacing the infrastructure and ancillary items is \$88,049.10; and

WHEREAS, this agreement will also include one year of support for the infrastructure; and

WHEREAS, the City Council of the City of Fair Oaks Ranch supports the project and authorizes the execution of a purchase order with Innovation Network Technologies (**Exhibit A**).

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

Section 1 The City Council hereby authorizes the City Manager to execute a purchase order with Innovation Network Technologies for \$76,348.64 attached hereto as Exhibit A and incorporated for all purposes, for and on behalf of the City and to purchase ancillary items for a total amount up to \$88,049.10.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 4. That it is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 19th day of December 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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



Purchase Order

City of Fair Oaks Ranch

PURCHASE ORDER # 12192024CH

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: Innovation Network Technologies Corporation
5729 Lebanon Road, Suite 144
Frisco, Tx 75034

SHIP TO: City of Fair Oaks Ranch
ATTN: Brian LeJeune
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
210-698-0900

Firewalls, Switches and Access Points. To include one year of premium support.

\$76,348.64

**Details Included in Proposal # 005922-R1
Reference DIR Contract # DIR-TSO-4332**

Note: Please send registration information for hardware items to itwarranty@fairoaksranchtx.org

Please send registration information for software items to licensing@fairoaksranchtx.org

Authorized By: _____

Date: _____



InNet Consultant:
Matt Dinsdale
mdinsdale@innetworktech.com
Phone: (469)939-7672
Fax:



Date: May 29, 2024
Quote Expires: 30 day(s)
Payment Terms: Net 25

Proposal # 005922-R1

Bill to: City of Fair Oaks Ranch 7286 Dietz Elkhorn Fair Oaks Ranch, Texas 78015 Brian LeJeune (210) 698-0900 blejeune@fairoaksranchtx.org	Ship to: City of Fair Oaks Ranch 7286 Dietz Elkhorn Fair Oaks Ranch, Texas 78015 Brian LeJeune (210) 698-0900 blejeune@fairoaksranchtx.org
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Product	Description	Qty	Unit Price	Total Ext

Product	Description	Qty	Unit Price	Total Ext

Product	Description	Qty	Unit Price	Total Ext
[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]

Product	Description	Qty	Unit Price	Total Ext
[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]

Product	Description	Qty	Unit Price	Total Ext
[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]

Product	Description	Qty	Unit Price	Total Ext
[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]



Comments: ****DIR-TSO-4332****	Subtotal:	\$76,348.64
██████████ 1-Year Term (Budgetary).	Total:	\$76,348.64

*PRICING DOES NOT INCLUDE TAXES, SHIPPING AND HANDLING WHICH WILL BE ADDED TO FINAL INVOICE.

SALES TAX NOT INCLUDED



TERMS OF SALE

This agreement establishes the terms ("Terms of Sale") upon which Innovation Network Technologies Corp. and any of its subsidiaries and affiliates ("Innovation Network Technologies Corp.") will resell hardware ("Hardware") and licensed Software ("Software"), and resell maintenance and technical support services ("Maintenance") and consulting, training, and other services ("Consulting Services") to you ("Customer"). Unless otherwise governed by a signed contract between Customer and Innovation Network Technologies Corp., only these Terms of Sale will apply to sales made in connection with the attached quotation (the quotation, together with the Terms of Sale, hereafter referred to as the "Quote").

To accept this offer, Customer must include the Quote number on a purchase order ("Order") issued by Customer. If Customer wishes to reject or modify any terms of this Quote and propose its own terms in its Order or otherwise, it must include the words "Innovation Network Technologies Corp. Terms Rejected" in the Order issued pursuant to this Quote. Including the Quote number on any Order that does not reject Innovation Network Technologies Corp.'s terms as provided in the prior sentence constitutes Customer's express acceptance of the terms contained in this Quote. Acceptance of this Quote also constitutes Customer's confirmation that the Product, Maintenance, and Consulting Services descriptions, quantity, term, and price set forth in the Quote accurately represent Customer's intended purchase. In addition, Maintenance and Consulting Services will be delivered pursuant Innovation Network Technologies Corp.'s then-applicable terms available upon request. The parties expressly agree that any other terms, including Order terms (except for part codes, quantities, prices and addresses), whether pre-printed or otherwise, will have no effect.

Purchase, Shipment and Payment. Upon receipt of an Order or other documentation acceptable to Innovation Network Technologies Corp., Innovation Network Technologies Corp. will process Orders in accordance with this Quote. Customer is responsible for, and all prices are quoted exclusive of, any sales, use, value-added, or other taxes, and any tariffs, duties, fees, or other charges imposed on sales (except for taxes on Innovation Network Technologies Corp.'s income). Innovation Network Technologies Corp. Product, Consulting Services, and Maintenance prices exclude the cost of freight, insurance, and other transport charges. All shipments within the continental U.S. shall be FOB Origin. Innovation Network Technologies Corp. will invoice Customer for (i) Product upon shipment or transmission of the Product, (ii) Maintenance annually in advance, (iii) in advance for pre-packaged Consulting Services or upon completion for custom Consulting Services, and (iv) training upon order date. Pre-packaged Consulting Services and pre-packaged training subscriptions expire one year from the invoice date; refunds are not available for purchased or expired pre-packaged Consulting Services or pre-packaged training subscriptions. Subject to Customer meeting Innovation Network Technologies Corp.'s credit terms, all invoices are due net 30 calendar days from the invoice date. Without limiting Innovation Network Technologies Corp.'s remedies, Customer shall pay interest on overdue amounts at 1.5% per month, or the maximum amount allowed by law. Innovation Network Technologies Corp.'s obligation to deliver Products, Maintenance, and Consulting Services subject to Customer's continued creditworthiness.

License. Any license to use the Products is subject to the terms of this Quote and the then-current end user license agreement accompanying the Manufacturers Product ("EULA"). "Documentation" means installation guides and operation MAMs provided with the Product in printed, electronic, or online form.

Warranty. All warranties for products are provided by exclusively by the product manufacturer in accordance with the terms of the then-current manufacturers' warranty and EULA accompanying the Products.

Export. Product and Documentation is of United States ("U.S.") origin and subject to the U.S. Export Administration Regulations. Diversion contrary to U.S. laws and regulations is prohibited. Customer agrees to not directly or indirectly export, import, or transmit the Product or Documentation to any country or end user, or for any end use, that is prohibited by any applicable U.S. law or regulation (including those countries from time to time subject to embargo by the U.S. Government ("Government")). Customer represents that neither the U.S. Bureau of Export Administration nor any other governmental agency has suspended, revoked, or denied Customer's export privileges. Additionally, Customer agrees to not directly or indirectly export, import, transmit, or use the Products or Documentation contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission, or use; and not to use or transfer the Products or Documentation for any end use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the U.S. Government by regulation or specific written license.

Confidentiality. Each party agrees to maintain the confidentiality of the other party's Confidential Information, and not to disclose it to a third party, without the prior written consent of the other party. "Confidential Information" means all Product, Documentation, Maintenance, Consulting Services, trade secrets, product plans, financial information, customer lists, pricing, documents, disclosures, and written or oral statements disclosed by the disclosing party that are identified as "confidential" and all such information that, by its nature is confidential regardless of whether it is marked.

Government Use. In Government contracts or subcontract, the Product and Documentation including any technical data (collectively "Materials") are commercial as defined in Federal Acquisition Regulation ("FAR") 2.101 and any supplement and further is provided with RESTRICTED RIGHTS. All Materials were fully developed at private expense. Use, duplication, release, modification, transfer, or disclosure ("Use") of the Materials is restricted by these Terms of Sale and further restricted in accordance with DFARS Section 227.7202 and FAR Section 12.212, is further restricted in accordance with the terms of Innovation Network Technologies Corp.'s EULA. Except as described herein, all other Use is prohibited. Limitation of Liability. INNOVATION NETWORK TECHNOLOGIES CORP.'S CUMULATIVE LIABILITY, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO AMOUNTS PAID BY CUSTOMER. FOR THE PRODUCTS, MAINTENANCE, OR CONSULTING SERVICES GIVING RISE TO THE CLAIM.

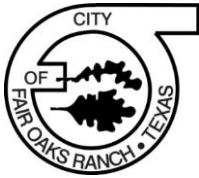
General. The Quote, including any documents specifically incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof. The Quote will be governed by the laws of the State of Texas without regard to any conflict of law provisions. All disputes arising under the Quote will be tried in the courts of the State of Texas. The U.N. Convention on Contracts for the International Sale of Goods will not apply. No provision will be deemed waived unless such waiver is in writing and signed by an authorized representative of Customer and Innovation Network Technologies Corp.. If any provision of the Quote is held invalid, the remainder of these terms shall not be affected, provided the intent of the parties is not materially impaired. Customer may not assign or transfer the Product licensed or purchased hereunder, or any rights herein, or delegate to a third person any duties or obligations hereunder, without Innovation Network Technologies Corp.'s prior written consent, and any attempt to do so is void. Innovation Network Technologies Corp. is acting on behalf of its suppliers for the purpose of disclaiming, excluding and or limiting obligations, warranties and liability as provided in these Terms of Sale, but in no other respects and for no other purpose. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law. This Quote may not be modified except by a written addendum which references this Quote and is issued by a duly authorized representative of Innovation Network Technologies Corp.. All of which is agreed to by the duly authorized undersigned as of the date the second of the two parties executes this document below ("Effective Date"). INNOVATION NETWORK TECHNOLOGIES CORPORATION.

Innovation Network Technologies

Signature: _____
Name: Matt Dinsdale
Title: _____
Date: _____

City of Fair Oaks Ranch

Signature: _____
Name: Brian LeJeune
Title: _____
Date: _____



**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 budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025

DATE: December 19, 2024

DEPARTMENT: Finance

PRESENTED BY: Summer Fleming, CGFO, Director of Finance

INTRODUCTION/BACKGROUND:

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

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

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

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

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

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONGTERM FINANCIAL & BUDGETARY IMPACT:

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

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

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE BUDGET OF THE CITY OF FAIR OAKS RANCH, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025

WHEREAS, the budget for the City of Fair Oaks Ranch, Texas for FY 2024-25 has heretofore been approved as provided by law and filed with the City Secretary under Ordinance 2024-19; and

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

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

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

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

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

Section 1. The City Secretary is hereby directed to file this ordinance as an amendment to the original budget and the Director of Finance is hereby directed to amend the original budget with the amendments listed in the attached **Exhibit A**.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

Section 4. That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.

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

Section 8. This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 19th day of December 2024.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 16th day of January 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

FY 2023-24 Rollover for Encumbrances

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

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

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

FY 2024-25 New Appropriations

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



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

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

DATE: December 19, 2024

DEPARTMENT: Police Department and Administration

PRESENTED BY: Scott M. Huizenga, ICMA-CM, City Manager

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch has negotiated an updated Interlocal Agreement (ILA) with Kendall County to ensure continued access to detention services at the Kendall County Jail. Historically, the City has relied on Kendall County for the housing of detainees arrested within city limits. The need to formalize this agreement arose from changes in county policies regarding detainee intake from Bexar and Comal Counties, as well as updates to the cost structure for detention services.

The City previously transported low-level Class C misdemeanor arrestees from Kendall, Bexar, and Comal Counties to the Kendall County Jail. However, in late 2023, the Kendall County Sheriff notified the City that detainees from Bexar and Comal Counties would no longer be accepted even though historically there had been fewer than 10 annually, primarily for public intoxication. There have been no Class C arrests in Fair Oaks Ranch in the last year.

In July 2024, discussions resumed to renew the ILA with terms ensuring Kendall County would accept all eligible Class C arrestees from Fair Oaks Ranch, regardless of origin. By August 2024, a tentative agreement was reached, and the proposed ILA now includes updated daily fees and operational guidelines to align with state and county requirements.

Key terms of the agreement include:

- Kendall County will accept detainees charged with Class C misdemeanors and higher-level offenses within Fair Oaks Ranch’s jurisdiction.
- Fair Oaks Ranch will pay Kendall County a daily detention fee of \$65 per detainee.
- Fair Oaks Ranch remains responsible for detainee transportation and medical care prior to magistration.
- The agreement is effective from October 1, 2024, to September 30, 2025, with automatic renewal provisions.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 4.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Police Services.
- Ensures efficient processing and housing of detainees, reducing administrative burdens on Fair Oaks Ranch Police Department.
- Preserves collaboration with Kendall County, benefiting City taxpayers who contribute to County services.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The ILA establishes a daily detention fee of \$65 per detainee. Based on historical averages, the projected annual cost is less than \$3,000. The last known payment to Kendall County was in 2009 for \$1300.

LEGAL ANALYSIS:

The draft ILA has been reviewed and approved as to form by the City Attorney. The agreement aligns with the requirements of the Texas Interlocal Cooperation Act and will be considered by the Kendall County Commissioners Court upon approval.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution establishing an interlocal agreement with Kendall County for Detention Services and authorizing the execution of all applicable documents by the City Manager.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH KENDALL COUNTY FOR DETENTION SERVICES, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts (“ILA”), authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, the City of Fair Oaks Ranch and Kendall County have historically collaborated to provide detention services for detainees within the jurisdiction of Fair Oaks Ranch; and

WHEREAS, Kendall County has adequate detention facilities and staffing to provide housing and care for detainees from Fair Oaks Ranch, as outlined in the Interlocal Agreement; and

WHEREAS, the Interlocal Agreement establishes a daily detention fee of \$65 per detainee and defines the responsibilities of both Kendall County and Fair Oaks Ranch for detainee transport, care, and associated costs; and

WHEREAS, the City Council finds that approving the Interlocal Agreement with Kendall County is necessary to ensure effective law enforcement operations and public safety for the citizens of Fair Oaks Ranch.

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

Section 1 The City Council hereby authorizes the City Manager to execute an agreement with Kendall County detention services, as presented in the attached **Exhibit A**, including any subsequent renewals as outlines in the agreement, and to expend required funds up to and to execute any and all applicable documents to effectuate this resolution.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

Section3. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 4. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 19th day of December 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

STATE OF TEXAS

§

§

COUNTY OF KENDALL

§

INTERLOCAL AGREEMENT BY AND BETWEEN KENDALL COUNTY AND THE CITY OF FAIR OAKS RANCH FOR DETENTION SERVICES

This Interlocal Agreement ("Agreement") is entered into by and between the City of Fair Oaks Ranch ("Fair Oaks Ranch"), a home-rule municipality partially located within Kendall County, Texas, and Kendall County ("County"), a body corporate and politic under the laws of the State of Texas, acting through its Commissioners Court, (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 et seq., as amended, authorizes local governments to contract for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing of Fair Oaks Ranch Prisoners are in each Party's best interests and that of the public, and this Agreement will increase the effective and efficient functioning of each Party; and

WHEREAS, detention services are governmental functions and services as defined by Tex. Gov't Code Ann. § 791.003(3)(A), and County and Fair Oaks Ranch are local governments as defined by Tex. Gov't Code Ann. § 791.003(4); and

WHEREAS, County, through the Kendall County Sheriff ("Sheriff"), has a detention facility adequate to provide Fair Oaks Ranch with detention services for inmates ("Services"), and Fair Oaks Ranch desires County to provide detention services to Fair Oaks Ranch Prisoners; and

WHEREAS, the Parties find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of these governmental functions and services; and

WHEREAS, the Parties have the authority to enter into Agreement and have each entered into this Agreement by the action of their respective governing bodies in the appropriate manner prescribed by law; and

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

1. Term and Termination.

- 1.1. The Term of this Agreement shall be effective October 1, 2024, and terminate on September 30, 2025 ("Termination Date").
1.2. This Agreement may be terminated without cause at any time at the option of either County or Fair Oaks Ranch upon the giving of sixty (60) days written notice to the other party in the manner or form provided herein. The Notice is effective if sent by the County Judge or designated representative of Fair Oaks Ranch. The termination of the Agreement will be

effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

- 1.3. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by County impracticable or impossible, such as severe damage or destruction of County’s facility or actions by governmental or judicial entities which create a legal barrier to acceptance of any of Fair Oaks Ranch Prisoners.
- 1.4. This Agreement may renew. Either the County or Fair Oaks Ranch may opt out of this agreement upon the giving of sixty (60) days written notice to the other party in the manner or form provided herein.

2. Detention Services.

- 2.1. County shall only provide Services under this Agreement to Fair Oaks Ranch inmates, prior to magistration, that meet the following conditions:
 - (a) The person is charged with a class “C” misdemeanor violation of a City Ordinance or State laws that occurred in Kendall County or subject to the jurisdiction of the Municipal Court of the City of Fair Oaks Ranch, or
 - (b) The person has been arrested within Kendall County and the territorial limits of the City of Fair Oaks Ranch for class “A” and/or “B” misdemeanors and/or felonies who have not been formally charged by a Judge or a Magistrate.
- 2.2. Any person described by subsection 2.1(a) must be magistrated within eight (8) to ten (10) hours of the arrest.
- 2.3. County shall accept and detain any person described by Section 2.1. that is transported to County by any duly authorized Fair Oaks Ranch peace officer.
- 2.4. Fair Oaks Ranch is solely responsible for the transportation of its Prisoners to the County Detention Center unless the Sheriff or his designee agrees to provide assistance when requested by Fair Oaks Ranch.
- 2.5. County will confine Prisoners and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions provided by this Agreement.
- 2.6. County will provide as set forth herein, for Prisoner’s physical needs, retain them in safe custody, supervise them, and maintain proper discipline and control. Notwithstanding the foregoing, should any Fair Oaks Ranch prior to magistration inmates require medical care then Fair Oaks Ranch shall come pick them up and shall be responsible for providing them necessary medical care.
- 2.7. County shall only release Fair Oaks Ranch inmates when the discharge is lawfully ordered or authorized by a Magistrate or Judge of any Court of competent jurisdiction.
- 2.8. Nothing herein shall be construed to authorize or require the County or the County Sheriff to incarcerate or hold any person contrary to the Constitution and/or the laws of the State of Texas and the United States of America.

3. Financial Provisions.

- 3.1. Fair Oaks Ranch agrees to pay County SIXTY-FIVE DOLLARS and 00/100 (\$65.00) per Fair Oaks Ranch Prisoner for the Services described herein during the Term ending on September 30, 2025.
- 3.2. Payments shall be calculated based upon the total Fair Oaks Ranch prisoner population for the preceding twelve-month period from May 1 through April 30. Payments shall be made in four (4) quarterly installments based on the following procedures:
 - (a) County shall send Fair Oaks Ranch a request for payment showing the amounts due for Services.
 - (b) Fair Oaks Ranch shall make payment payable to Kendall County and send payment to:

Kendall County Auditor
201 E. San Antonio Ave, #113
Boerne, Texas 78006
Email: corinna.speer@co.kendall.tx.us

- 3.3. Chapter 2251, TEXAS GOVERNMENT CODE. All payment terms, time for payments and interest charged for late payments made in accordance with County are subject to Chapter 2251, TEXAS GOVERNMENT CODE.
- 3.4. On or before April 15 of the Term, the Parties agree to review the number of Fair Oaks Ranch Prisoners the County served from May 1 of the preceding calendar year to April 30 of the current calendar year. Should the number of prisoners served be different than the number projected in this Section 3.2, the Parties agree to adjust the amount to be paid by Fair Oaks Ranch to County based on the number of prisoners served for the renewal term of this Agreement.
- 3.5. Annually, on or before May 30, County shall submit to Fair Oaks Ranch for review a listing of Fair Oaks Ranch Prisoners housed in the jail for the period May 1 – April 30. Upon agreement by the Parties, this number shall be used to calculate the payments for the Renewal Term.
- 3.6. County agrees that during the confinement of any Fair Oaks Ranch Prisoner in the County Jail, the County, acting by and through the County Sheriff and/or his officer in charge of admissions, will be responsible for the provision of necessary medical and dental treatment for all Fair Oaks Ranch Prisoners should they become sick or injured or in need of medical or dental treatment while in the care and custody of the County Jail and prior to magistration, provided that the cost of such medical and dental treatment incurred by County on behalf of Fair Oaks Ranch Prisoners shall be the responsibility of Fair Oaks Ranch. County shall send a statement of such expenses to Fair Oaks Ranch within thirty (30) calendar days of occurrence and Fair Oaks Ranch agrees to pay County such amounts within thirty (30) calendar days of receipt of the statement.
- 3.7. Fair Oaks Ranch agrees that all funds due under this Agreement shall be payable out of current revenues and that it shall set aside a fund sufficient to satisfy any obligation created by this Agreement. All payments due under this Agreement shall be delivered by Fair Oaks Ranch to the County Treasurer at 201 East San Antonio, Boerne, Texas 78006.

4. Liability.

- 4.1. This Agreement is made for the express purpose of providing detention services, which both Parties recognize to be a governmental function. Neither Party assumes liability beyond that required by law. Each Party understands and agrees that it is responsible only for acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.

5. Modifications and Waivers.

- 5.1. The Parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

6. Independent Relationship.

- 6.1. Each Party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the

applicable laws of the State of Texas. Neither Party has authority to bind or otherwise obligate the other Party orally, in writing, or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Parties.

7. Notices.

7.1. Each Party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

7.2. Each party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Kendall County Judge
201 E. San Antonio Ave.,
Boerne, Texas 78006

With Copy to: Kendall County Sheriff
6 Staudt Street
Boerne, Texas 78006

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

A Notice is effective only if the party giving or making the Notice has complied with subsections 7.1 and 7.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

- (a) If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

8. Compliance With Laws.

8.1. County shall comply with all federal and state laws, and with the requirements of the Texas Commission on Jail Standards while providing Services to Fair Oaks Ranch under this Agreement. Nothing herein shall create any obligation on County to house Fair Oaks Ranch Prisoners where the housing of said Fair Oaks Ranch Prisoners will, in the opinion of the Kendall County Sheriff, raise the population of the detention center above the permissible number of inmates allowed by law, or will, in the opinion of the Kendall County Sheriff, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel or inmates at the detention center. At any time that the Kendall County Sheriff determines that a condition exists at the detention center necessitating the removal of Fair Oaks Ranch Prisoners, or any specified number thereof, Fair Oaks Ranch shall, upon notice by Kendall County Sheriff to Fair Oaks Ranch, immediately remove said inmates from the detention center. Fair Oaks Ranch will make every effort to remove any inmate within eight (8) hours of notice from the Kendall County Sheriff. The notice under this Section 8 is not subject to the Notice provisions of Section 7.

9. Governing Law.

9.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Kendall County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed as a waiver of either Party’s sovereign immunity.

10. Miscellaneous.

10.1. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

10.2. No amendment, modification, or alteration to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party to this Agreement.

10.3. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

10.4. By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one Party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the nondrafting Party.

10.5. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties.

(a) The signatures of all the parties do not need to be on the same counterpart for it to be effective.

(b) Delivery of an executed counterpart’s signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

KENDALL COUNTY

CITY OF FAIR OAKS RANCH

Shane Stolarczyk, County Judge

Scott Huizenga, City Manager

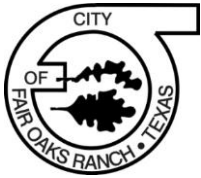
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Date

ATTEST:

ATTEST:

Denise Maxwell, County Clerk



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution adopting a City of Fair Oaks Ranch Public Improvement District policy

DATE: December 19, 2024

DEPARTMENT: Administration

PRESENTED BY: Scott M. Huizenga, ICMA-CM, City Manager
T. Daniel Santee, City Attorney

INTRODUCTION/BACKGROUND:

The City is likely to experience increased development in the next several years. Recently, the City Council approved a master development plan from Athena Domain, LLC (the Corley Tract); and additional development plan applications for various locations in the City or ETJ are expected in the coming months.

Proposed developments sometimes require special financing tools for public infrastructure within defined geographic areas. One financing option for qualified public improvements is the creation of Public Improvement Districts (PIDs).

City-approved PIDs often come with favorable financing terms relative to traditional financing options. PIDs provide funding for improvements that meet the needs of the community that would not otherwise be constructed or provided because of fiscal constraints. Cities can also leverage PIDs to incentivize the types of development conditions that they desire, such as low density or build type, that may not otherwise be available through traditional development financing.

Chapter 372 of the Texas Local Government Code authorizes the creation of PIDs by cities either within the city limits or within the ETJ. Here is a brief overview of how PIDs are developed and maintained:

- PID creation can only be requested by the property owners via petition and approval of more than 50% of owners of taxable real property liable for assessment under the proposed PID geographic boundary.
- A Special Assessment is a source of funding for a PID. Costs for the development improvements are apportioned and paid by property owners in addition to ad valorem taxes.
- PIDs are authorized for a specific period of time within the proposed PID geographic boundary.
- City Council responsibilities include but are not limited to: approve PID creation resolution, conduct public hearings on levying the PID assessments, approve the PID service and assessment plan, approve the PID budget, approve PID reauthorizations (if needed), and approve any PID expansions.

Because of the City Council’s responsibilities and requirements under Chapter 372, it is advised that the City adopt a PID policy that clarifies what local issues need to be addressed before the City Council will support the establishment of a PID.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Meets Strategic Action Plan Pillar of Responsible Growth Management.
- Complies with Local Government Code Section 372

LONGTERM FINANCIAL & BUDGETARY IMPACT:

None

LEGAL ANALYSIS:

Approved as to form by the City Attorney.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution adopting a Public Improvement District policy.

A RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS
ADOPTING A PUBLIC IMPROVEMENT DISTRICT POLICY; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, a Public Improvement District (PID) is a special purpose district created to manage development by providing a method or means to finance the cost of qualified public improvements; and

WHEREAS, a PID would benefit a definable part of the City, where the costs of the qualified public improvement would be borne by the property owners within the PID boundaries and who would receive special benefits from the public improvements; and

WHEREAS, Texas Local Government Code Chapter 372 authorizes the governing body of a municipality to initiate particular improvement projects that create special benefits on a definable part of the municipality or extraterritorial jurisdiction; and

WHEREAS, it is in the best interest of the City of Fair Oaks Ranch to adopt a Public Improvement District policy.

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

Section 1 The City Council hereby adopts the City of Fair Oaks Ranch Public Improvement District Policy as outlined in **“Exhibit A”**.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 4. That it is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 19th day of December 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

EXHIBIT A

PUBLIC IMPROVEMENT DISTRICT POLICY

1. State Law Reference.

- a. Chapter 372 of the Texas Local Government Code

2. Purpose. The purpose of this policy is to outline conditions that must be satisfied by a developer seeking to establish a public improvement district (“PID”) under Chapter 372 of Texas Local Government Code.

The intent of this policy is to provide parameters for establishment and use of PIDs within the City and to outline the issues to be addressed before the City Council can support the establishment of a PID. The City Council supports the use of economic tools to create sustainable developments with a higher level of public improvements (and maintenance of those improvements) than exists in a development that meets the City’s minimum standards. These projects should be self-supporting, should not place administrative burdens on the City nor involve management or oversight by the City for their daily activities. This policy shall serve to supplement all other applicable City rules, regulations, and policies. Even if all conditions of this policy are satisfied, the City Council, in its sole discretion, may choose to approve, modify or deny a Petition’s proposed PID.

3. Staff Point-of-Contact. The staff point of contact for this policy is the City Manager or designee.

4. Background.

- a. PIDs are economic development financing tools authorized pursuant to Chapter 372 of the Texas Local Government Code (the “PID Act”) that allow for financing costs of certain qualified public improvements that confer a special benefit on the property within the PID. A City, through a PID may provide a means to fund certain public improvements that meet or exceed community needs and that might not otherwise be constructed as quickly, or at all, by levying assessments on properties that directly benefit from the eligible public improvements. Negotiations on the use of PIDs between the City and the developer occur on a case-by-case basis. This policy establishes guidelines for these negotiations.

5. Definitions.

- a. “Petitioner” and “Developer” may be used interchangeably and shall refer to any person(s) or entity(ies) which is responsible for requesting the PIDs creation or for managing the development of the property within the limits of the PID.
- b. “City” is defined as meaning the City of Fair Oaks Ranch, Texas.
- c. “PID Act” is defined as meaning Chapter 372 of the Texas Local Government Code.

6. Attachments.

- The following documents are included as attachments to this policy and incorporated by reference.
- a. Attachment A – PID Process Outline
 - b. Attachment B – Petition Template

EXHIBIT A

7. Miscellaneous Provision

The following provisions shall be included in all PID Agreements:

- a. **Severance.** If any section, subsection, sentence, clause, phrase, or word of this Policy is declared unconstitutional or invalid for any purpose, the remainder of this Policy shall not be affected.
- b. **Waivers.** Waivers to or deviations from this policy may only be approved by the City unless otherwise stated herein.
- c. **No Personal Liability of Public Officials.** No public official or employee shall be personally responsible for any liability arising under or growing out of any approved or disapproved PID. Any obligation or liability of the Petitioner or Developer whatsoever that may arise at any time under the approved PID or obligation or liability which may be incurred by the Petitioner or Developer pursuant to any other instrument transaction or undertaking as a result of the PID shall be satisfied out of the assets of the Petitioner or Developer only, and the City shall have no liability.
- d. **Indemnification.** All PID agreements shall include Indemnification language as follows:

“Indemnification. DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, ATTORNEYS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PRECEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD-PARTY AND RELATING TO DEVELOPER’S ACTIONS ON THE PROJECT INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER OR DEVELOPER’S AGENTS’ OR REPRESENTATIVES’ NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER’S AGENTS OR REPRESENTATIVES, AND ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANTS OR SUBCONSULTANT OF DEVELOPER OR DEVELOPER’S AGENTS OR REPRESENTATIVES, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN

EXHIBIT A

WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S AGENTS' OR REPRESENTATIVES' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH A DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY SHALL SERVE THE TERMINATION AND OR EXPIRATION OF ANY AGREEMENT TO WHICH THE DEVELOPER OR ITS AGENTS OR REPRESENTATIVES ARE A PARTY RELATED TO THE PID AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, ATTORNEYS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.”

EXHIBIT A

PUBLIC IMPROVEMENT DISTRICTS

1. Types of PIDs.

- a. **Capital PIDs** are those that are established to construct infrastructure within a development. There are two types of Capital PIDs:
 - i. *Reimbursement PID*: The developer pays for the infrastructure up front and is reimbursed from assessments collected over time.
 - ii. *Bonded PID*: The City issues special assessment revenue bonds for the construction of improvements and/or reimbursement to the Developer and such bonds are repaid from assessments collected annually

PID BONDS THAT MAY BE ISSUED BY THE CITY SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE CITY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER. BUT THE PID BONDS WILL BE LIMITED AND SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PID SPECIAL ASSESSMENTS TO BE COLLECTED. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE WILL BE PLEDGED TO THE PAYMENT OF ANY PID BONDS.

Capital PIDs will have a termination date of either the maturity of the bonds for Bonded PIDs, or full repayment of the reimbursement obligation for Reimbursement PIDs.

The maximum term for PID special assessments to be levied for a single-phase development shall not exceed 30 years. The maximum term for PID special assessments to be levied for a multiple-phase development shall not exceed 30 years for each phase of development requiring a separate PID assessment levy.

- b. **Operation and Maintenance PIDs** (“O&M PIDs”) are used to fund ongoing required or enhanced operation and maintenance for public improvements such as parks, public open space, trails and other public improvements.
 - (i) There may be no termination date with an O&M PID until City Council decides otherwise.
 - (ii) The assessment is determined annually based on a budget to maintain and operate the PID.
 - (iii) Payment of the assessment is on an annual basis, and no pre-payment can occur since there is no principal amount.
 - (iv) The City may create advisory boards for Maintenance PIDs.
 - (v) Development projects may include both Capital PIDs and Maintenance PIDs.

2. General.

A PID may be created and utilized to construct qualified public improvements and/or reimburse a portion of the Developer’s actual and documented costs required for public improvements to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.

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PIDS MUST BE SELF-SUFFICIENT AND NOT REQUIRE THE CITY TO INCUR ANY COSTS ASSOCIATED WITH THE FORMATION OF THE PID. BOND ISSUANCE COSTS, PID ADMINISTRATION OR THE CONSTRUCTION OF PID IMPROVEMENTS.

PID petition signatures will reflect that a reasonable attempt was made to obtain the full support of the PID by all the property owners, who will be responsible for the payment of the special assessments, located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners, who will be responsible for the payment of the special assessments, within a PID.

A PID petition will be more likely to be approved if the development project includes one or more aspects of the following types of improvements which:

- a. Generate economic development benefits to the City consistent with the City’s Comprehensive Plan and other city initiatives;
- b. Provide for improvements in the public right-of-way that are consistent with the City’s Comprehensive Plan and Unified Development Code, and create new or enhanced public roads and streets (e.g., entryways, gateways, landscaping, street trees, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, terminating vistas, decorative pedestrian lighting, pedestrian safety elements, ADA accessibility, underground utilities, street lighting, etc.);
- c. Meet community needs (e.g., sales-tax generating developments, commercial development compatible with nearby residential communities, enhanced drainage improvements, pedestrian and trail connectivity)
- d. Exceed development requirements of the City; in particular enhanced architectural standards, enhanced landscaping, low impact development features, impervious cover limitations, parking lot shading, and which provide for a superior design of lots or buildings;
- e. Provide for increased recreation and open space opportunities for public use as well as protect and preserve natural amenities and environmental assets such as the lakes, trees, creeks, ponds, floodplains, slopes, hills, viewscapes, and wildlife habitats;
- f. Protect and preserve the rural and community amenities or features that further the look and feel of the hill country or would otherwise be of special benefit to the property users or community; or which establish a unified architectural or design theme throughout the development that complements the community’s character and heritage.

Any requested adjustments or deviations from the terms of this PID Policy for a proposed PID shall be clearly requested and explained (including a detailed description of the basis for such a request under the PID Act) prior to submitting the PID petition. Any adjustments or deviations granted are at the sole discretion of the City Council.

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Property owned by the City or that is intended to be conveyed or dedicated to the City and located within the boundaries of the PID shall not be subject to any assessment by the PID.

No PIDs will be allowed to be created that overlap the boundaries of another PID.

3. Petition Requirements

In addition to the requirements of Texas Local Government Code §372.005(a) and this PID Policy, all petitions requesting establishment of a PID shall include at a minimum the following additional requirements, the satisfaction of which shall be determined in the sole discretion of the City Council:

- a. Demonstration of long-term financial capital for the PID development in the form of a cash deposit, proof of financing and/or equity capital from an investment grade financial institution, or letter of credit in favor of the City with an amount confirmed by an engineer’s opinion of probable costs, or other commitments from verified funding sources which funding sources are subject to approval by the City.
- b. Evidence that the petition’s signatures meet the ownership requirements of the PID Act and this PID Policy. If the Petitioner fails to provide sufficient evidence, the Petitioner shall reimburse all City’s costs of signature verification.
- c. If a Petitioner submits a petition that seeks to add to or expand an existing PID, such petition shall be subject to this PID Policy.
- d. A section that clearly, and in detail, identifies the extraordinary benefit of the PID to the affected property owners and to the City in general (i.e., distinct public purpose).
- e. Identification of all land within the proposed PID that is, or will be, publicly owned including, but not limited to, sites for public rights-of-way, easements or greenbelts.
- f. Description of all City-owned and City-maintained land within the PID as well as any project costs for which the City is expected to be responsible.
- g. A budget, including the PID’s revenues in addition to the assessments, and a description on how all funds will be managed.
- h. Specified procedure for eventual termination of the PID.
- i. Contingency plans to address how, if a PID is dissolved, the PID improvements and any property belonging to the PID that have not been dedicated to the public will be maintained or disposed of upon such dissolution. A PID cannot be dissolved as long as debt obligations secured by the PID’s assessments remain outstanding.
- j. Statement that the Petitioner understands the annual budget for the PID is subject to review by City staff with final approval by the City Council.

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- k. A professional management plan detailing who will be responsible for addressing problems and corrective actions to be taken, including a comprehensive list of financial, management and legal consultants and their respective qualifications.

4. Required Fees, Additional Documents and Information

The following must be provided or addressed before the City Council will consider a petition:

- a. A non-refundable application fee of \$20,000.00 will be required with the filing of a petition to create a PID. This fee is regulatory in character and approximates the City staff costs of evaluating the PID petition. In addition to the application fee, any other related City-required cost, limited to actual costs as are documented by the City, is the responsibility of the Petitioner.

Additionally, if the City Council determines it is in its best interest to establish a PID, a Professional Services Agreement (“PSA”) will be entered into with the Petitioner. The PSA will require the Petitioner to initially deposit funds to pay for the City's third-party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. Additional deposits will be required when the deposit balance meets a minimum threshold as described below. Funds that have been expended for payment to the City’s consultants are non-refundable except for potential reimbursements from bond proceeds or special assessments. The unused balance will be rolled into the PID administration costs for the creation of the PID or refunded to Petitioner at the discretion of the City depending on circumstances. The initial deposit amount shall be \$35,000.00 with additional \$5,000.00 deposit increments when the deposit balance reaches \$10,000.00.

- b. Current tax roll, or other acceptable evidence of ownership, with notations indicating the owners registering support for the petition.
- c. A copy of the Preliminary PID Finance Plan shall be submitted with the petition. This Finance Plan shall include at a minimum:
 - (i) Description and estimated costs of the proposed public improvements to be financed;
 - (ii) Description of the proposed development;
 - (iii) Proposed timetable of the development including anticipated construction timelines;
 - (iv) Detailed development financing plan showing breakdown of proposed private (loan and equity) and public financing structure;
 - (v) Targeted gross assessment amount;
 - (vi) Estimated ad valorem tax revenue generated by the proposed development;
 - (vii) Estimated number of bond issuances;
 - (viii) Proposed maturity dates for assessments; and
 - (ix) Any other such supporting information related to the success of the PID.
- d. A copy of a Project Feasibility Report which demonstrates the economic feasibility of the proposed development project and includes the following information:
 - (i) An assessment revenue pro forma for the proposed development project;
 - (ii) A financial review of the development projections and schedule;

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- (iii) Analysis of above describing the timing and amount of assessment revenue which will be generated based upon varying levels of assessments; and
- (iv) Comparison of the development project with other similar projects in the area that will not have an assessment.

5. Additional Submission Requirements for Bonded PIDs

If it is proposed that debt obligations secured by and payable from assessments (“PID Bonds”) are to be issued to reimburse for authorized improvements that a developer would ordinarily fund at its own costs, the petition must demonstrate how creation of the PID and financing of the public infrastructure provides a special benefit to the property that, but for the PID, would not occur. Examples of “special benefits” under which the City is willing to consider a PID include, but are not limited to, the following: accelerated development of neighborhood amenities, high quality development (i.e. amenities, sustainability, etc.) or furtherance of a major City Town Plan objective.

The following requirements must be met in connection with a PID Bond issuance:

- a. Value-to-lien ratio of 3:1 on a parcel-by-parcel basis is preferred. A minimum value to lien ratio of 2.5:1 on an aggregate basis across the entire area for which assessments have been levied to secure PID bonds will be considered, provided that the value to lien ratio individual parcels is not less than 2:1. The City will evaluate the value-to-lien ratio requirements on a case-by-case basis and may increase or reduce the required value-to-lien ratio for the issuance of PID Bonds based on proposed project profile, developer profile, proposed public and private financing structure of the development, prevailing market and industry trends and other relevant factors.
- b. To the extent feasible, preliminary design and engineering work for public improvements to be funded with PID Bonds shall be completed prior to the levy of assessment.
- c. Petitioner is required to provide evidence of financing of the non-public improvements which may include closed loan(s) from a bank or a financial institution in an amount necessary to fund the Private Improvements for the applicable PID Phase for which PID Bonds are being sold. Any loan agreement for such Private Improvements shall have no conditions to funding other than those customarily included in similar financings and such loan must meet the approval of the City’s financial advisor and the City.
- d. Petitioner is required to demonstrate committed capital (acceptable to the City) in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit, which represents the difference between budgeted costs to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID Bonds. The form of acceptable committed capital (cash deposit or letter of credit) will be determined by the City (in consultation with its financial advisors, consultants and participating underwriters) on a case-by-case basis. Terms of any letter of credit used to satisfy the requirements of this paragraph will include:
 - (i) an irrevocable and unconditional letter of credit issued by one or more banks satisfactory to the City and on terms and conditions satisfactory to the City to provide a funding source

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- for the agreed upon cost of infrastructure improvements that will be constructed with funds other than bond proceeds;
 - (ii) the City being named as the beneficiary;
 - (iii) provisions that would enable the City, upon presentment of a properly executed draft request to the provider of the letter of credit, to draw upon the letter of credit to fund any obligation of the Developer, including funding to pay for a portion of the costs to the public infrastructure improvements that are not being funded with the proceeds of any bonds issued by the City; and
 - (iv) a commitment by an acceptable letter of credit provider with a long-term rating by a nationally recognized ratings service of at least an A or better.
- e. In the event that issuance of PID Bonds in a calendar year causes other City debt issuances not to qualify as "qualified tax-exempt obligations" under section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Petitioner will be required to pay the additional costs of the City incurred as a result thereof.

6. Maximum Assessment

The annual PID installment shall not exceed an amount that increases the expected total initial equivalent tax rate upon buildout above \$3.00 per \$100.00 of assessed value; provided that the City may consider a higher initial equivalent tax rate for developments that are funding critical infrastructure improvements. A true-up calculation will be performed at each bond issuance and upon filing of a final plat to ensure that the maximum assessment is not exceeded

If the true-up calculation reveals that the maximum assessment is exceeded, a mandatory pre-payment from the PID Petitioner will be required.

7. PID Administration

The City may contract with a qualified third-party company to manage and administer the PID, subject to approval by City Council. The PID Administrator shall have authority and responsibility to:

- a. Prepare and submit a budget and five-year service and assessment plan to the City Council for consideration and adoption. The budget shall provide for sufficient funding to pay for all costs above and beyond the City's ordinary costs, including additional administrative and/or operational costs as well as additional maintenance costs resulting from the PID.
- b. Provide for the calculation of the assessment and allocation to the respective parcels in the PID and shall provide for the billing of the assessments to the property owners or provide information to the appropriate County tax office. The PID Administrator and Developer will coordinate to ensure that the billing/assessment information provided to the tax office includes all pertinent properties.
- c. Prepare annual updates and reports for the Service and Assessment Plan as required by the PID Act and submit an annual Service and Assessment Plan in a form appropriate for consideration and adoption by the City Council each year and assist the City Council and staff in adopting the annual Service and Assessment Plan updates. The PID Administrator

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will coordinate with City staff to ensure timely filing of annual Service and Assessment Plan updates with County as required by the PID Act. Prepare annual reports reflecting the expenditure of Bond Proceeds or the reimbursement of Developer expenditures as appropriate.

- d. Prepare annual reports reflecting the imposition and collection of the assessments and the balances in the various accounts related to the PID to be provided on a monthly or other periodic basis as may be required by the City.
- e. Design and implement a property buyer disclosure program consistent with the PID Act and this policy.
- f. Prepare, provide or undertake any other reports, information or tasks required by the City or the development project under the PID Act, the governing documents or the applicable contract for PID administration

If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds. A contract with a PID Administrator to manage the PID shall not preclude the City from entering into a contract with another taxing unit for the collection of the assessments levied for the PID.

Provision for the costs associated with providing administrative services, whether the services are by third parties or the City, shall be included in any budget proposed by the Developer.

The PID Administrator may be required to submit reports of all activities and expenditures to the City until the project is built out at the frequency to be determined and adjusted from time to time by the City. The City may request an independent audit by a qualified public account at any time.

8. Disclosure to Property Buyers

To satisfy disclosure to property buyers within a PID, the City will require the petitioner to comply with the following:

- a. A landowner’s agreement must be recorded in the official public records of Bexar/Kendall/Comal County which, among other things, will notify any prospective owner of the existence or proposal of assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing assessment or a pro rata share thereof until such time as the PID assessment is paid in full.
- b. A PID must be identified as a PID with use of signage approved by the City along the main entry/exits located at the boundaries of the PID. All signage shall be clearly visible to all motorists entering and exiting the PID.
- c. Signage and information flyers for use at sales offices and model homes as approved by the City and provided by the PID Administrator.
- d. PID disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file and available for inspection by the City.

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- e. Requirement to provide notice of the PID to builders in addendum to contracts and to disclose the PID on any listing.
- f. Comply with any property buyer disclosure program designed and implemented by the City or the PID Administrator.



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

AGENDA TOPIC: Noble Lark Speed Limit
DATE: December 19, 2024
DEPARTMENT: Public Works
PRESENTED BY: Carole Vanzant, CPM, Assistant City Manager

INTRODUCTION/BACKGROUND:

Last year, residents residing on Noble Lark Drive and Kalkallo Drive reported an increase of traffic in using Noble Lark Road as a cut-through to and from Dietz Elkhorn Road. The heaviest traffic was causing safety concerns during school drop off and pick up times.

On July 18, 2024, an ordinance was brought to the City Council for consideration on permanently closing the intersection of Noble Lark and Dietz Elkhorn Road. The Council postponed the closure and directed staff to find alternative methods to increase safety and mitigate traffic concerns.

With the first day of the 2024/2025 school year scheduled for August 12, 2024, immediate action was necessary to ensure safety improvements were in place and effective enforcement action could be taken. Accordingly, under Home Rule Charter Section 3.06F(4), the City Council found an emergency related to the public peace, health or safety existed.

Using data collected from previously conducted speed studies, the City Council on August 1, 2024 approved the first reading of an emergency ordinance reducing the speed limit on Noble Lark Drive and Kalkallo Drive from 30 mph to 20 mph. Findings of the studies showed the 85th percentile motorists travel between 24-26 miles per hour. Additionally, the absence of dedicated pedestrian shoulders and centerlines on the roads necessitated a reduction of the speed limit to prevent unsafe conditions.

As the speed limit signs were installed the week of August 12, staff requested additional time to collect traffic data. The City Council, on September 5, 2024, approved an ordinance extending the 20-mph speed limit through January 31, 2025. The ordinance was confirmed on September 19, 2024.

The collected data from the City’s feedback radar sign includes traffic counts and monthly speeds for September, October and November. A summary will be presented at the City Council meeting.

Staff is seeking direction on the 20-mph speed limit.

1. If maintained, staff will bring an ordinance for City Council consideration and possible action in January.
2. If not maintained, speed limit will revert back to 30 mph.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- 1. Supports Priority 2.3 of the Strategic Plan to Enhance Local Mobility and Multimodal Connectivity.
- 2. Preserves quality-of-life characteristics through compliance with state law.
- 3. Ensures appropriate legal means of enforcement are adopted by City Council.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A